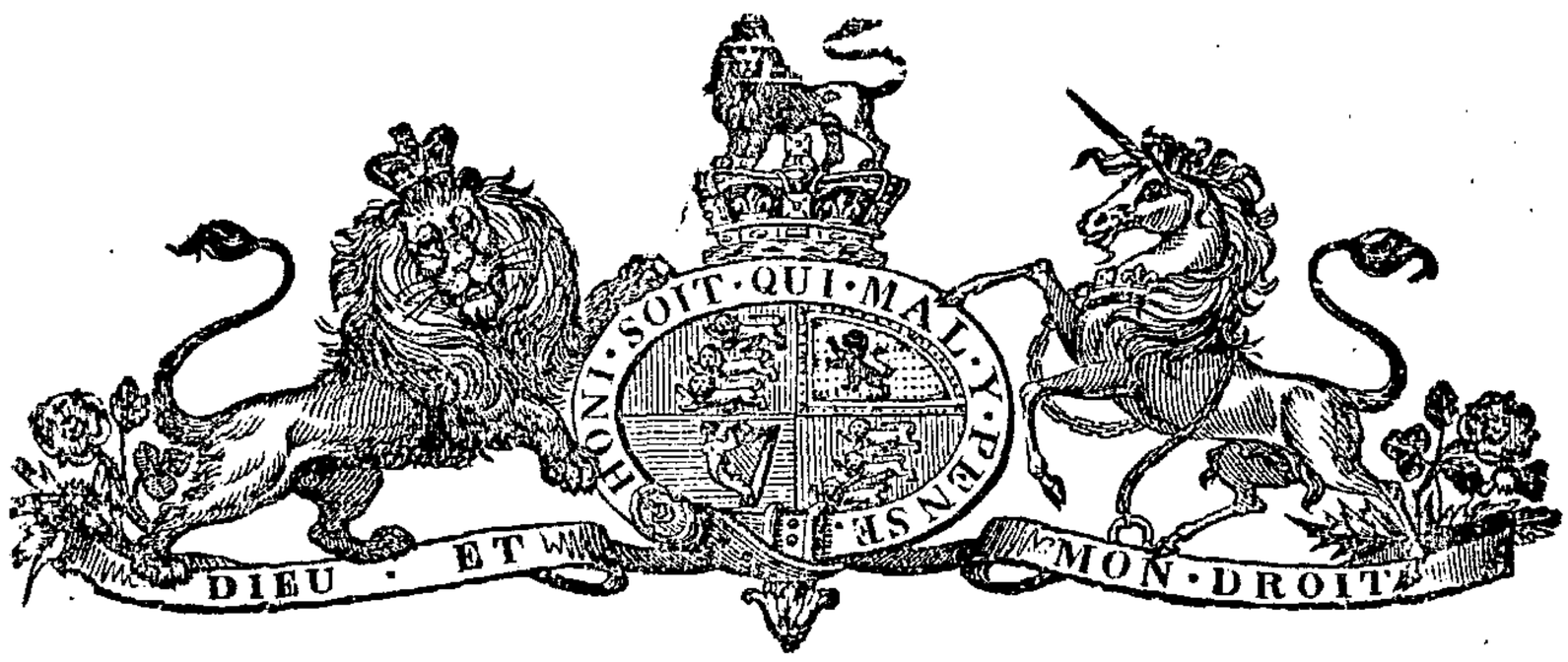


ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

***

cate with the Plymouth and Dartmoor *Railway at* Crab Tree *aforesaid*, the old Company were authorized to make, complete, and maintain the said Branch Railway and Tramroad, and to make, erect, do, and perform all such Works, Matters, and Things as they should think necessary or expedient for the Benefit of such Railway or Tramroad, and for defraying the Expenses thereof: And whereas by an Act passed in the Second Year of His said late Majesty King

1 & 2 G. 4. c. cxxv.

George the Fourth, intituled *An Act to authorize the* Plymouth and Dartmoor *Railway Company to vary the Line of a certain Part of the said Railway, and to amend the Acts passed for making the said Railway*, the old Company were authorized and empowered to deviate from the Lines described and set forth in the Maps or Plans deposited in the Office of the Clerk of the Peace for the said County of *Devon*, as stated in the said first-recited Act, and to carry the Line of the said Railway or Tramroad through the Parishes therein mentioned according to the Map or Plan mentioned in the said Act now in recital: And whereas certain Mortgages were granted by the old Company to or created in favour of the Commissioners for the Issue of Exchequer Bills, and another Mortgage was also granted by the old Company in favour of *William Johnson* and *John Johnson*, all which Mortgages subsequently became vested in the said *William Johnson* alone, and there is now due upon such Mortgages the Sum of Seventy-five thousand Pounds and upwards: And whereas by

7 & 8 Vict. c. lxviii.

"The *South Devon* Railway Act, 1844," the *South Devon* Railway Company (herein-after called "the *South Devon* Company") were incorporated, and thereby authorized and empowered, among other things, with the Consent of the said Company of Proprietors of the *Plymouth and Dartmoor* Railway, and other Parties interested therein, to purchase or rent on Lease the said *Plymouth and Dartmoor* Railway, or any Part thereof, and the Powers, Rights and Privileges of the said Company of Proprietors and other Persons aforesaid in reference thereto, upon such Terms and Conditions as might be mutually agreed upon between them: And whereas, under and by virtue of the Powers and Authorities in that Behalf of the said last-recited Act, the Company of Proprietors of the said *Plymouth and Dartmoor* Railway and the said *William Johnson* (according to his Estate, Right, and Interest) sold, assigned, and transferred to the *South Devon* Company certain Portions of the *Plymouth and Dartmoor* Railway, and the Powers vested in the said *William Johnson* or in the said Company relating thereto, so far as such Powers related thereto: And whereas the Portion of the Railway or Tramroad so purchased as aforesaid by the *South Devon* Company has been used by them for the Purposes of so much of their Railway as extends from a Point of Junction with the remaining Portion of the Railway of the old Company to a Point near *Sutton Pool*, and it would be of Advantage to the Public, as tending to facilitate the direct and

uninterrupted Transport of Traffic along the Railways of the old Company, and those of the *South Devon* Company to and from the Places of Shipment at *Sutton Pool* aforesaid, if the Arrangements and Agreements herein-after mentioned with reference to the Adaptation of Portions of the Railways of the *South Devon* Company to the Purposes of the Company, and the Use thereof by the Company, were made: And whereas the existing Capital of the old Company in Shares amounts to Thirty-five thousand Pounds, divided into Seven hundred Shares of Fifty Pounds each, fully paid up, and there are no existing Preference Shares in the Capital of the Company: And whereas the said *William Johnson* has consented to release the said Railway and Undertaking upon the Understanding that when and so soon as this Act shall have passed the Company shall create and issue to the said *William Johnson* such an Amount of the Preference Shares by this Act authorized as shall be equal in nominal Amount to Seventy-five thousand Pounds: And whereas it is expedient that the Company should be authorized to raise further Sums of Money in addition to their present authorized Capital: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

1. This Act may for all Purposes be cited as "The *Plymouth and Dartmoor* Railway Act, 1865." Short Title.

2. On the passing of this Act the Three first-recited Acts are by this Act repealed. Repeal of Acts.

3. "The Companies Clauses Consolidation Act, 1845," "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," (except as regards the Purchase of Land otherwise than by Agreement,) and the Provisions of "The Railways Clauses Consolidation Act, 1845," relating to the carrying of Passengers and Goods on Railway, and the Tolls to be taken thereon, Byelaws, leasing of Railway, Arbitration, Service of Notice upon Company, Penalties, Poundage, and Access to Special Act, being Clauses Eighty-six to One hundred and sixty-three, both inclusive, of such Act, and the Provisions of Part III. of "The Railways Clauses Act, 1863," are, so far as they are applicable to the Purposes of and are not varied or otherwise provided for by this Act, incorporated with this Act. 8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

4. All

Certain Provisions of 8 & 9 Vict. c. 20. applicable to Portions of Line used for Locomotive Engines.

4. All the Clauses and Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to the crossing of Roads or other Interference therewith, and with respect to Works for the Accommodation of Lands adjoining the Railway, and Sections Five to Eight, both inclusive, of "The Railways Clauses Act, 1863," shall apply and be in force with respect to all such Parts of the Railway as may from Time to Time be used for Locomotive Engines, and for that Purpose are incorporated with this Act, and no Locomotive Engine shall be used upon any Part of the Railway unless and until the several Provisions aforesaid have, in reference to such Part, been complied with and carried out by the Company, and the several Works thereby required have been constructed by them, so far as they are liable to comply with and carry out such Provisions or to construct such Works.

Interpretation of Terms.

5. In construing this Act and (in connexion with this Act) the Acts in part incorporated herewith, the following Words and Expressions shall have the respective Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Special Act" shall mean this Act;

The Expression "the Company" shall mean "the *Plymouth and Dartmoor* Railway Company" incorporated by this Act;

The Expression "Superior Courts," or "Court of competent Jurisdiction," shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute;

And, except as may by this Act be otherwise provided, the several Words and Expressions to which in the said incorporated Acts Meanings are assigned shall have in this Act the same respective Meanings, unless such Meanings shall be excluded by the Subject or Context.

Incorporation of Company.

6. The several Persons and Corporations who, immediately before the Commencement of this Act, were Proprietors of Shares in the old Company, and all other Persons and Corporations who have subscribed or who shall hereafter subscribe to the Undertaking of the Company, and their Executors, Administrators, Successors, and Assigns respectively, shall be incorporated into a Company by the Name of "The *Plymouth and Dartmoor* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Powers to sue and be sued, and to purchase, take on lease, or rent and hold, and sell Lands for the Purposes of their Undertaking.

7. On

Railway and Property vested in Company.

7. On the Commencement of this Act the Railway, Stations, Sidings, Conveniences, Easements, Lands, Estates, Monies, Property, and Effects, Choses in Action, Claims and Demands whatsoever of or to which the old Company were by or by virtue of the recited Acts respectively or otherwise howsoever immediately before the Commencement of this Act seised or possessed, or in any way entitled, at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act vested in the Company as their Railway, Undertaking, Property, and Effects.

Company to represent old Company.

8. From and after the Commencement of this Act, and except only as is by this Act otherwise expressly provided, the Company shall to all Intents represent the old Company.

Company to discharge Liabilities.

9. From and after the Commencement of this Act, and except only as is by this Act otherwise expressly provided, the Company shall be subject to and shall satisfy or discharge all Obligations and Liabilities to which the old Company immediately before the passing of this Act was or but for this Act would become subject.

For Maintenance of Accommodation Works where Locomotives are not used.

10. Notwithstanding the Repeal of the recited Acts the Company shall, as to all such Parts of the Railway upon which Locomotive Engines shall not be used, or until such Engines shall be used, continue under the same Liabilities as they were under the said recited Acts with respect to the Maintenance and Support of all the existing Posts, Rails, Quickset Hedges, Ditches, Mounds, and other Fences, and the Gates and Stiles in such Fences, and other Accommodation Works for dividing and separating the Railway from the adjoining Lands, and for the convenient Occupation thereof, and this Act shall be without Prejudice to any existing Rights of Owners and Occupiers of such Lands.

General Saving of Rights under recited Acts.

11. Notwithstanding the Repeal of the recited Acts, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively under or by the said recited Acts respectively shall be as valid as if the Repeal had not happened; and the Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Repeal had not happened, would be incident to and consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents represent the old Company; provided that the Generality of this Provision shall not

be restricted by any other of the Sections and Provisions of this Act.

Provisions of other Acts continued.

12. Notwithstanding the Repeal of the recited Acts, all the Provisions of any and every Act of Parliament (other than the repealed Acts) relating to the old Company, and their Directors, Officers, and Servants respectively, and on the Commencement of this Act in force, shall be of the like Force as if the Repeal had not happened, and may be exercised, enforced, and enjoyed by and against the Company, and their Directors, Officers, and Servants respectively, accordingly.

Conveyances, Contracts, &c. preserved.

13. Notwithstanding the Repeal of the recited Acts, all Purchases, Sales, Conveyances, Grants, Demises, and Securities, and all other Contracts and Agreements, before the Commencement of this Act made by or under the repealed Acts respectively, or under any Power contained therein respectively, or with reference to the Purposes thereof respectively, shall be as effectual to all Intents, for, against, and with respect to the Company, as if the same had been made by, to, or with respect to the Company instead of the old Company, and may be proceeded on and enforced in like Manner to all Intents as if the Company had been party or privy thereto, or referred to therein, instead of the old Company.

Certificates, &c. of Shares.

14. Notwithstanding the Repeal of the recited Acts, all Certificates, Sales, Transfers, and Dispositions before the Commencement of this Act made or executed under the recited Acts or either of them, of or with respect to any Shares in the Capital of the old Company, and on the Commencement of this Act in force, shall for the Purposes of this Act remain in force and continue to be available in all respects.

Debts to be paid.

15. Notwithstanding the Repeal of the recited Acts, all Persons who immediately before the Commencement of this Act owed any Money to the old Company or to any Person on their Behalf shall pay the same to the Company, and all Monies which immediately before the Commencement of this Act were owing by or recoverable from the old Company, or for the Payment of which they were, or, but for this Act, would be liable, shall be paid with, all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Actions, &c. not to abate, &c.

16. Notwithstanding the Repeal of the recited Acts, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the old Company before the Commencement of this Act shall not abate or be discontinued or prejudicially affected by this Act, but, on the contrary, shall continue and take effect both in favour of and against

against the Company, in the same Manner to all Intents as if this Act were not passed, save only that the Company shall be substituted therein for the old Company.

Penalties to be recoverable.

17. Notwithstanding the Repeal of the recited Acts, all such Penalties, Damages, Monies, Costs, and Expenses as, if the Repeal had not happened, would, under the recited Acts respectively, be or become payable to or recoverable by any Person, shall, after the Commencement of this Act, be payable by and recoverable in like Manner, and by like Ways and Means, as if the Repeal had not happened.

Resolutions, &c. continued.

18. Notwithstanding the Repeal of the recited Acts, all Resolutions, Orders, and Proceedings of General Meetings and Boards of Directors which, immediately before the Commencement of this Act, were binding on the old Company, or their Shareholders, Directors, Officers, or Servants, or any of them, shall continue in full Force, and be in like Manner binding on the Company, and their Shareholders, Directors, Officers, and Servants, accordingly.

Books to be Evidence.

19. Notwithstanding the Repeal of the recited Acts, all Books, Writings, and Documents by the repealed Acts respectively directed or authorized to be kept or made, and which, if the Repeal had not happened, would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Number and Qualification of Directors.

20. The Number of Directors shall be Five, and the Qualification of a Director shall be the Possession by him in his own Right of the aggregate nominal Amount of Three hundred Pounds in the Capital of the Company.

Power to varyNumber of Directors.

21. The Company from Time to Time may reduce the Number of Directors, but not below Three.

First Directors.

22. *Henry Philip Hakewill*, *George Hinton Bovill*, *Charles John Johnson*, *Charles Harrison*, and *James Brend Batten*, shall be the First Directors of the Company, and shall retire from Office in manner prescribed by "The Companies Clauses Consolidation Act, 1845."

Quorum of Directors and Committees.

23. The Quorum of a Meeting of Directors shall be Three so long as the Number of Directors is Five, and Two when the Number is less than Five, and the Quorum of a Committee of Directors shall be so many as the Directors at the Time of appointing the Committee shall determine.

24. The

Capital.

24. The Capital of the Company shall be Thirty-five thousand Pounds, subject to Increase as by this Act provided, and shall be divided into Seven hundred Shares of Fifty Pounds each, to be designated "Ordinary Shares," and all such Ordinary Shares shall be deemed wholly paid up, and are by this Act respectively appropriated to and vested in the several Persons who immediately before the Commencement of this Act were the registered Holders of the Shares in the Capital of the old Company in manner following; (that is to say,) in lieu of every One of the Shares in the Capital of the old Company, One Ordinary Share created by this Act.

Ordinary Shares to be subject to the same Trusts as existing Shares.

25. All Persons in whom any of the Ordinary Shares created by this Act shall be so vested shall stand and be possessed thereof upon the same Trusts, and subject to the same Powers, Provisions, Declarations and Agreements, Charges and Encumbrances, upon or to which their respective Shares in the Capital of the old Company in respect whereof such Ordinary Shares are so vested were subject and liable immediately before the Commencement of this Act, and so as to give effect to and not revoke any Will or other Testamentary Instrument disposing of or affecting such respective Shares in the Capital of the old Company.

Company may call in and cancel existing Certificates.

26. The Company, if they think fit, may call in and cancel the existing Certificates of Shares in the old Company, and issue in lieu thereof Certificates of the substituted Ordinary Shares in the Form and under the Conditions prescribed by "The Companies Clauses Consolidation Act, 1845," but the Holders of such existing Certificates shall not be entitled to any Certificates of such substituted Shares respectively until they shall have delivered up to the Company, to be cancelled, the Certificates issued to them before the passing of this Act, or shall have proved to the reasonable Satisfaction of the Directors the Loss or Destruction thereof.

Power to create new Shares.

27. The Company may from Time to Time raise, for the Purposes of their Undertaking, an additional Capital of Seventy-five thousand Pounds, by the Creation and Issue of Preference Shares of the same Class, and entitling all the Holders thereof to the like Rights and Privileges.

Such Shares to be appropriated to William Johnson.

28. Immediately after the passing of this Act the Company shall create and issue to the said *William Johnson* the new Shares by this Act authorized, to the nominal Value of Seventy-five thousand Pounds, and such new Shares shall be deemed to be fully paid up, and shall bear a preferential Dividend after the Rate of Five Pounds *per Centum per Annum* over the Ordinary Capital of the Company; and the said *William Johnson* shall accept the Shares so issued to him

him in full Payment and Satisfaction of all Debts now due and owing to him by the Company, and all Claims and Demands whatsoever in relation thereto, and thereupon all the Lands, Properties, Rights, and Privileges of the Company now mortgaged to him shall become re-vested in the Company, freed and discharged from such Debts and Liabilities, and all Claims and Demands in respect thereof.

Revival of Borrowing Powers.

29. Upon or at any Time or Times after the Issue of such Shares to the said *William Johnson*, as by this Act required, in conversion of such Mortgages into Shares as aforesaid, it shall be lawful for the Company to raise, by Mortgage of their Undertaking, and of the Tolls, Rates, and Charges arising therefrom, any Sums not exceeding in the whole Twenty-five thousand Pounds.

Tolls.

30. The Tolls following may be demanded for the Use of the Railway; (that is to say,)

Tonnage on Articles of Merchandise.

In respect of the Tonnage of all Articles conveyed thereon, or upon any Part thereof, and included within the following Classes:

Class 1. For all Coals, Coke, Culm, Charcoal and Cinders, Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, and all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding Three Farthings; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding Three Farthings:

Class 2. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile not exceeding Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class 3. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, *per* Ton *per* Mile not exceeding Fourpence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny:

Class 4. And for every Carriage of whatever Description, (not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton,) *per* Mile not exceeding Threepence; and if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny Halfpenny; and if propelled by an Engine belonging to the Company, a further Sum *per* Ton *per* Mile not exceeding One Penny Halfpenny; and the Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton which any such Carriage may weigh.

Tolls for Animals, &c.

31. In respect of Animals conveyed in Carriages upon the Railway, as follows:

Class 5. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny; and if such Carriage be propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

Class 6. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, the Sum of Three Halfpence *per* Mile; and if conveyed in any Carriage belonging to the Company, an additional Sum *per* Mile, not exceeding Three Farthings; and if such Carriage be propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding Three Farthings:

Class 7. For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny Halfpenny; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny.

Tolls for Passengers.

32. In respect of Passengers conveyed in Carriages upon the Railway, as follows:

For every Person conveyed in or upon such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny; and if propelled by an Engine belonging to the Company, an additional Sum *per* Mile not exceeding One Halfpenny.

Regulations as to the Tolls.

33. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles, Animals, or Persons conveyed on the Railway for a less distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so on in proportion for any smaller Quantity:

Tolls for small Parcels and single Articles of great Weight.

34. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may demand Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railway, or any Part thereof respectively, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel not exceeding Fifty-six Pounds in Weight, Ninepence:

And for Parcels exceeding Fifty-six Pounds in Weight, but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit:

Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand any Sum not exceeding One Shilling *per* Ton *per* Mile; and if conveyed in or upon a Carriage belonging to the Company an additional Sum *per* Ton *per* Mile not exceeding Fourpence; and if propelled by an Engine belonging to the Company

Company a further Sum *per* Ton *per* Mile not exceeding Threepence:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber, Stone, or other single Article, the Weight of which with the Carriage shall exceed Eight Tons, the Company may demand such Sum as they may think fit.

Passengers Luggage.

35. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Rates of Charge for Passengers.

36. The maximum Rates of Charge to be made for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway, and of Carriages and locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage, the Sum of Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence per Mile:

For every Passenger conveyed in a Third-class Carriage forming Part of a Mixed Train, the Sum of One Penny Halfpenny *per* Mile.

Maximum Charge for Goods and Animals.

37. The maximum Rate of Charge to be made for the Conveyance of Animals and Things on the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are performed by the Company), shall not exceed the Amounts following; (that is to say,)

For the Matters mentioned under Class 1, One Penny Halfpenny *per* Ton *per* Mile:

For the Matters mentioned under Class 2, Threepence *per* Ton *per* Mile:

For the Matters mentioned under Class 3, Fourpence *per* Ton *per* Mile:

For any Carriage mentioned under Class 4, not weighing more than One Ton, Sixpence *per* Mile; and if weighing more than

One

One Ton, One Penny Halfpenny *per* Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons:

For everything mentioned under Class 5, Fourpence *per* Mile:

For everything mentioned under Class 6, Twopence *per* Mile:

For everything mentioned under Class 7, One Penny Halfpenny *per* Mile.

Terminal Station.

38. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat from the Consignor of such Traffic, or are not directed to be delivered therefrom to the Consignee.

Restriction as to Charges not to apply to Special Trains.

39. The Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to be run upon the Railway, in respect of which the Company may take such Charges as they respectively think fit, but shall apply only to the Ordinary and Express Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Company may take increased Charges by Agreement.

40. This Act, or anything therein, shall not prevent the Company from taking any increased Charges over and above the Charges by this Act limited for the Conveyance of Goods of any Description by Agreement with the Owners or Persons in charge thereof, or in respect to the Conveyance of any Animals or Goods (other than small Parcels) by Passenger Trains, or by reason of any special Service performed by the Company in relation thereto.

Agreements and Arrangements with South Devon Railway Company.

41. It shall be lawful for the Company on the one hand and the *South Devon* Company on the other hand to enter into and to carry into effect Agreements and Arrangements for the Adaptation for the Purposes of the Company of the Railways belonging to the *South Devon* Railway Company situate between the Point of Junction therewith of the Railway of the Company and *Sutton Pool*, and any Part or Parts thereof, and as to the Passage over and Use by the Company, with Engines, Carriages, and Servants, for Traffic of all Descriptions, of the same Railways as shall be so adapted, or any Part or Parts thereof, and as to the Use of the Stations, and of the Sidings, Watering Places, Signals, Signal Posts, and other Machinery, Booking and other Offices, Buildings, Approaches, Works, and Conveniences belonging to or connected with the said Railways, and upon such Terms and Conditions, and upon Payment of such Tolls, Rates, Duties, or other Consideration, as may be mutually agreed upon between the Two Companies; and the Provisions of the Railways Clauses Consolidation Acts, 1845 and 1863, herein-before

incorporated with this Act, shall extend and apply to the Railways and Works which shall form the Subject Matter of any such Agreement or Agreements, in the same Manner and to the same Extent as is by this Act provided with respect to the Railway of the Company.

Interest not to be paid on Calls paid up.

42. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposits for future Bills not to be paid out of Company's Capital.

43. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway, or to execute any other Work or Undertaking.

Company not exempt from Provisions of present and future General Acts.

44. Nothing herein contained shall be deemed or construed to exempt the Company from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Expenses of Act.

45. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

LONDON:
Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1865.