ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. ccxxx.

An Act for making a Railway from the *West Cornwall* Railway at or near *Saint Erth* to the Town of *Saint Ives* in the County of *Cornwall;* and for other Purposes. [28th *July* 1863.]

WHEREAS the Construction of a Railway from the *West Cornwall* Railway in the Parish of *Saint Erth* to the Town of *Saint Ives*, all in the County of *Cornwall*, would be of public and local Advantage: And whereas it is expedient that the Persons herein-after named, with others, should be incorporated into a Company for the Purpose of carrying such Undertaking into execution: And whereas it is expedient that the Company so to be incorporated and the *West Cornwall* Railway Company should be empowered to enter into and carry into effect Agreements with reference to the pro posed Railways and the Traffic thereon: 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; (that is to say,)

Saint Ives and West Cornwall Junction Railway Act, 1863.

Short Title.

1. This Act may be cited for any Purpose as "*Saint Ives and West Cornwall Junction* Railway Act, 1863."

Incorporation of General Acts.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Companies Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," (save in so far as those Acts are expressly varied or excepted by this Act,) are incorporated with this Act; and in construing those Acts in connexion with this Act the Term "Superior Courts" includes any Court of competent Jurisdiction as interpreted by this Act, and the Expression "Superior Court" or "Court of competent Jurisdiction," and any other like Expression in this Act and in the recited Acts, 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.

Incorporation of Company.

3. *William Bunce Greenfield*, *Edwin Bray*, *Henry William Carr*, *John Roseby*, and *John Child*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway herein-after described, with all proper Works and Conveniences connected therewith, according to the Provisions of this Act, and for other the Purposes hereby and by the said incorporated Acts respectively authorized, and for the Purposes aforesaid shall form One Body Corporate by the Name of "The *Saint Ives and West Cornwall Junction* Railway Company," with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said incorporated Acts contained.

Capital.

4. The Capital of the Company shall be Forty-two thousand Pounds, divided into Four thousand two hundred Shares of the Amount of Ten Pounds each.

Calls.

5. The greatest Amount of any One Call to be made on any Share in the Capital of the Company shall not exceed One Fifth of the Amount of such Share, and Two Months at least shall be the Interval between successive Calls, and Four Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon such Share.

Interest or Dividend not to be paid on Calls paid up.

6. It shall not be lawful for the Company, out of any Money by this Act 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 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 contained shall be deemed to prevent the Company

Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

7. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised, 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 to any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

Power to borrow Money.

8. The Company may borrow on Mortgage any Sum not exceeding in the whole Fourteen thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Forty-two thousand Pounds shall have been subscribed for, and One Half thereof shall have been paid up, and the Company shall have proved to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said Capital of Forty-two thousand Pounds has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and that the Subscribers or their Assigns are legally liable for the same (of which Facts the Certificate of such Justice under that Section shall be sufficient Evidence).

For Appointment of a Receiver.

9. The Mortgagees of the Company may enforce the Payment of Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver, in the event of the Principal Money or Interest due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than One thousand five hundred Pounds in the whole.

Application of Money raised.

10. All Monies raised under the Powers of this Act either by Shares or by borrowing shall be applied in carrying out the Purposes of this Act, and for no other Purpose.

First Ordinary Meeting.

11. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act.

Newspaper for Advertisements.

12. The prescribed Newspaper for Advertisements is any Newspaper published in the County of *Cornwall*.

Number and Qualification of Directors.

13. The Number of Directors of the Company shall be Five, and the Qualification of a Director shall be the Possession of Shares or Stock in the Undertaking of the aggregate nominal Value of Two hundred and fifty Pounds at least.

14. The

Quorum of Directors.

14. The Quorum of a Meeting of Directors shall be Three.

First Directors.

15. *William Bunce Greenfield*, *Edwin Bray*, *Henry William Carr*, *John Roseby*, and *John Child* shall be the First Directors of the Company, and (being neither removed nor disqualified nor having resigned) shall continue in Office until the First Ordinary Meeting of the Company.

Provisions for Directors retiring, and future Elections.

16. At the First Ordinary Meeting of the Company the Shareholders present, personally or by proxy, may either continue in Office the First Directors or any of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the First Directors being eligible for Re-election; and at the First Ordinary Meeting to be held in the Year One thousand eight hundred and sixty-four, and at the First Ordinary Meeting in every subsequent Year, the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office agreeably to the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue Directors until others are elected in their Stead as in that Act mentioned.

As to Money payable to Persons under Disability.

17. If any Money be payable to any Shareholder being a Minor, Idiot, Lunatic, or *non compos mentis*, the Receipt of the Guardian of such Minor, or of the Committee of such Idiot, Lunatic, or Person *non compos mentis*, shall be a sufficient Discharge to the Company for the same.

Power to make Railway and Works according to deposited Plans.

18. Whereas Plans and Sections of the proposed Railway and Works showing the Line and Levels thereof, and also a Book of Reference thereto containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands through which the same are intended to pass or which may be required for the Purposes of the Undertaking, have been deposited with the Clerk of the Peace for the County of *Cornwall*: Therefore, subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Company may make and maintain the Railway in the Line or Course shown and upon the Lands delineated on those Plans and described in those Books of Reference, and according to the Levels defined on those Sections, and, subject to the aforesaid Provisions, the Company may enter upon, take, and use such of the said Lands as shall be necessary for that Purpose.

Description of Railway.

19. The Railway by this Act authorized is:

A Railway commencing in the Parish of *Saint Erth* in the County of *Cornwall* by a Junction with the *West Cornwall* Railway, and terminating in the Borough and Parish of *Saint Ives* in the same County near *Penalver* or *Pedenolver Point*.

20. The

As to crossing Hayle Estuary.

20. The Crossing of *Hayle Estuary* shall, if the Board of Trade so require, be on an open Viaduct extending from the Western Angle of the Reservoir to High-water Mark on the North-western Shore of the Estuary, or to such less Extent as that Board shall direct.

Lights to be exhibited during and after Construction of Works according to Directions of Board of Trade.

21. During the Construction of the Viaduct across *Hayle Estuary* and Works connected therewith the Company shall exhibit every Night, from Sunset to Sunrise, a Light or Lights, to be kept burning by and at the Expense of the Company, for the Guidance of Vessels, and after the Completion of the Viaduct the Company shall exhibit upon the Viaduct every Night, from Sunset to Sunrise, a Light or Lights, to be kept burning by and at the Expense of the Company, for the Guidance of Vessels, which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed, as the Board of Trade, by Writing under the Hand of a Secretary or Assistant Secretary of the Board, directs or approves; and in case the Company shall neglect to exhibit and keep any such Light burning as aforesaid they shall for every such Neglect be liable to a Penalty not exceeding Ten Pounds.

For preserving Access to Water.

22. Where the Line of Railway cuts off or will cut off Access between the Land and Water the Company shall, during the Formation of the Line of Railway, and from Time to Time thereafter, make and for ever maintain and allow to be used by all Persons and at all Times, free of Toll or other Charge, all such Footways and Carriageways over, under, or across the Railway, or on a Level therewith, as the Board of Trade shall at any Time or from Time to Time require, such Requirement to be signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board: Provided always, that the Company shall not be required to make such Footways or Carriageways in such a Manner as would prevent or obstruct the working or using of the Railway, nor to make any such Footways or Carriageways over any Lands for the Use of Owners and Occupiers who shall have agreed to receive and shall have been paid Compensation for the Severance of such Lands from the Shore: Provided also, that the Expense of making and maintaining such Footways or Carriageways shall be defrayed by the Body or Persons interested in the Shore for whose Benefit or Convenience such Crossing shall be required; and if any such Carriageway be made across the Railway on the Level, then the Manner of making and watching such level Crossing shall be subject to the Approval of the Board of Trade, and all Expenses attending the watching of such level Crossing shall in like Manner be paid by the Body or Person interested in the Shore for whose Benefit or Convenience such level Crossing shall have been made.

For preventing Deviation of cer-

23. Where the Line skirts the Sea Shore the Railway and other Works shall not deviate Seawards from the continuous centre Line of the

tain Works without Consent of Board of Trade.

the Railway marked on the Plan deposited at the Board of Trade, even within the Limits of Deviation marked on that Plan, without the previous Consent of the Board of Trade (signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board), or otherwise than in such Manner as may be mentioned in any such Consent; if any Deviation is made contrary to the Provisions of the present Section the Board of Trade may abate and remove the same or any Part thereof, and restore the Site thereof to its former Condition, at the Expense of the Company, and the Amount of such Expense shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Power to Board of Trade to order a local Survey at Expense of Company.

24. If at any Time it is deemed expedient by the Board of Trade to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Board of Trade at Expense of Company.

25. If any Works to be constructed by the Company in, under, over, through, or across any tidal or navigable Water or River, or if any Portion of such Works which affects or may affect any such Water or River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, the Board of Trade may abate and remove the same, or any Part thereof, and restore the Site thereof to its former Condition, at the Expense of the Company, and the Amount of such Expense shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Communication with West Cornwall Railway to be made under the Direction of their Engineer.

26. The Communication between the Railway and the *West Cornwall* Railway, and all such Openings in the Ledges or Flanches of the *West Cornwall* Railway as may be necessary or convenient for effecting such Communication, shall (except in so far as may be otherwise agreed between the Company and the *West Cornwall* Railway Company) be made and maintained at the sole Expense of the Company, but under the Direction and Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *West Cornwall* Railway Company; and in case of any Difference arising between that Engineer and the Engineer of the Company as to the Mode of effecting such Communication, the same shall be determined by a Referee to be appointed, on the Application of either Party, by the Board of Trade.

Provision for Watchmen, Signals, &c.

27. Except in so far as may be otherwise agreed between the Company and the *West Cornwall* Railway Company, the *West Cornwall* Railway

Railway Company may from Time to Time erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Switchmen, Signalmen, or other Persons, as may be necessary for the Prevention of Danger or Obstruction to or Interference with Traffic at and near the Point of Junction between the Railway and the *West Cornwall* Railway, and the working and Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of the *West Cornwall* Railway Company; and all the Costs and Expenses of erecting, maintaining, and working such Signals, Works, and Conveniences, or otherwise relative thereto, and the Wages of such Watchmen, Switchmen, Signalmen, and other Persons, in each Half Year, shall at the End of that Half Year be repaid by the Company to the *West Cornwall* Railway Company, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *West Cornwall* Railway Company in any Court of competent Jurisdiction.

Not to take or interfere with the Works of the West Cornwall Railway Company.

28. Nothing in this Act or in the Acts incorporated herewith contained shall authorize or enable the Company to take or enter upon any of the Lands belonging to the *West Cornwall* Railway Company, or to alter the Line or Levels of the *West Cornwall* Railway or any of the Works thereof, nor otherwise to interfere with such Railway and Works, further than is necessary for the convenient Junction and Intercommunication between the *West Cornwall* Railway and the Railway hereby authorized; and, except as is by this Act expressly provided, nothing herein contained or referred to shall prejudice, diminish, alter, or take away any of the Rights, Tolls, Charges, Privileges, Powers, or Authorities of the *West Cornwall* Railway Company, but all such Rights, Tolls, Charges, Privileges, Powers, and Authorities are hereby expressly saved and reserved.

Gauge of Railway.

29. The Railway shall at all Times be on the same Gauge as the *West Cornwal* Railway.

Lands for extraordinary Purposes.

30. The Company may purchase by Agreement, and not compulsorily, for extraordinary Purposes as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Four Acres.

Powers for compulsory Purchases limited.

31. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Time for Exercise of other Powers limited.

32. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period all the Powers hereby granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

33. And

Security for Completion of Railway within Time limited.

33. And whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Two thousand eight hundred Pounds, being equal to Eight *per Centum* upon the Sum of Thirty-five thousand Pounds, the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England* in respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period by this Act limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum so deposited as aforesaid shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum so deposited as aforesaid if the Company shall not, within the Period by this Act limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named

named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

34. It shall be lawful for the Company to demand any Tolls upon or in respect of the Railway not exceeding the following; (that is to say,)

In respect of the Tonnage of all Goods and Articles conveyed upon the Railway or any Part thereof, as follows;

Tonnage on Articles of Merchandise.

Class 1. For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, and for all Coals, Coke, Culm, Charcoal, and Cinders, not exceeding, for the Use of the Railway, *per* Ton *per* Mile One Penny; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 2. For 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, and for all Mundic, Copper Ore, Lead Ore, Tin Ore, and other Ores, not exceeding, for the Use of the Railway, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Nails, Anvils, Vices, and Chains, not exceeding, for the Use of the Railway, *per* Ton *per* Mile Twopence; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding Three Farthings:

Class 4. For all Cotton and other Wools, Drugs, manufactured Goods, Fish, and all other Wares, Merchandise, Articles, Matters, or Things, not exceeding, for the Use of the Railway, *per* Ton *per* Mile Twopence; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

Class 5. 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, carried and conveyed on a Truck or

Platform, not exceeding, for the Use of the Railway, *per* Mile Sixpence; and a further Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh:

Tolls for Animals.

In respect of Animals conveyed in Carriages upon the Railway:

Class 6. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, not exceeding, for the Use of the Railway, *per* Mile Threepence; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Penny:

Class 7. For every Ox, Cow, Bull, or Head of Neat Cattle conveyed in or upon any Carriage, not exceeding, for the Use of the Railway, *per* Mile Twopence; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Penny:

Class 8. For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any Carriage, not exceeding, for the Use of the Railway, *per* Mile Three Farthings; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Farthing:

Tolls for Passengers.

In respect of Passengers conveyed in Carriages upon the Railway:

For every Person conveyed in or upon any Carriage, not exceeding, for the Use of the Railway, *per* Mile Twopence; and if conveyed in or upon any Carriage provided by the Company, an additional Sum *per* Mile not exceeding One Penny.

Tolls for propelling Power.

35. The Company may demand for the Use of Engines for drawing or propelling Carriages on the Railway any Toll not exceeding One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls by this Act authorized to be taken.

Maximum Charges for Passengers.

36. The maximum Rates of Charges to be made by the Company for the Conveyance of Passengers upon 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, shall not exceed the following Rates; (that is to say,)

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

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny *per* Mile.

Maximum Charges for Goods, &c.

37. The maximum Rates of Charge to be made by the Company for the Conveyance of Goods and other Articles and Animals, including the Tolls for the Use of the Railway, and of Carriages, and locomotive Power,

Power, and every other Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading 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 or is performed by the Company), shall not exceed the following Rates; (that is to say,)

For all Goods comprised in Class 1, *per* Ton *per* Mile One Penny Halfpenny:

For all Goods comprised in Class 2, *per* Ton *per* Mile Twopence:

For all Goods comprised in Class 3, *per* Ton *per* Mile Threepence:

For all Goods comprised in Class 4, *per* Ton *per* Mile Fourpence:

For every Carriage comprised in Class 5, and not weighing more than One Ton, carried and conveyed on a Truck or Platform, *per* Mile Sixpence; and for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton beyond One Ton which any such Carriage may weigh, the further Sum of One Penny Halfpenny *per* Mile:

For every Animal comprised in Class 6, *per* Mile Fourpence:

For every Animal comprised in Class 7, *per* Mile Twopence:

For every Calf, *per* Mile One Penny:

For every other Animal comprised in Class 8, *per* Mile Three Farthings.

Terminal Station defined.

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 direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Restrictions as to Charges not to apply to Special Trains.

39. The Restrictions in this Act contained as to the Charges to be made for Passengers and Goods shall not extend to any Special Trains that may be required to be run on the Railway, 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 on the Railway.

Regulations as to Tolls.

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

In respect of Passengers, Animals, and Articles conveyed upon the Railway for a less Distance than Three Miles the Company may demand Tolls and Charges as for Three Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may, with respect to Goods, Minerals, and Animals, demand Tolls for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and with respect to Passengers every Fraction of a Mile beyond Three Miles, or any greater Number of Miles, shall be deemed a Mile:

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 all 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 in proportion for any greater or smaller Quantity.

Tolls for small Parcels and single Arcles of great Weight.

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

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

If not exceeding Seven Pounds in Weight, Threepence:

If exceeding Seven Pounds in Weight, but not exceeding Fourteen Pounds in Weight, Fivepence:

If exceeding Fourteen Pounds in Weight, but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

If exceeding Twenty-eight Pounds in Weight, but not exceeding Fifty-six Pounds in Weight, Ninepence:

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

(Provided always, that 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 One Boiler, Cylinder, Bob, 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 such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile:

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

Company may take increased Charges by Agreement.

42. Nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges hereinbefore limited, for the Conveyance of Goods of any Description, or Animals, by Agreement with the Owners of or Persons in charge of such Goods or Animals, either in respect of the Conveyance of such Goods or Animals (except

(except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation to such Goods or Animals.

Passengers Luggage.

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

Power to enter into Traffic Arrangements with West Cornwall Railway Company.

44. The Company and the *West Cornwall* Railway Company may from Time to Time enter into and carry into effect Agreements with respect to the following Purposes, or any of them, and all incidental Matters; (that is to say,)

The Mode and Place of effecting (but within the Limits of Deviation defined upon the Plans deposited as aforesaid) the Junction and Communication between the Railway and the *West Cornwall* Railway, and the Cost and Expenses thereof, and of the Works connected therewith, the Erection and Maintenance of such Signals, Works, and Conveniences, and the Employment of such Watchmen, Switchmen, and Persons as aforesaid, and the Expenses, Wages, and Charges connected therewith:

The Maintenance, Management, Use, and Working, by both or either of the contracting Companies, of all or any Part of the Railway of the Company, and the Use of the Works and Conveniences belonging thereto:

The Management, Collection, Conveyance, and Delivery of the Traffic upon the Railway:

The Supply of any Rolling or Working Stock, Engines, and Plant required for such Purposes:

The Costs and Expenses of such Working, Management, Maintenance, and Repairs:

The fixing, Appropriation, Collection, taking, and levying of the Tolls, Rates, and Charges arising on the Railway:

The Division and Apportionment between the contracting Companies of the Receipts arising from the Traffic upon the Railway, or any Part thereof, and the Rents, Payments, Drawbacks, and Allowances to be paid or allowed by either of the contracting Companies to the other of them:

And (subject to the Provisions of this Act) any such Agreement may be made for the same Period of Time with reference to all the Purposes aforesaid, or for different Periods with reference to different Purposes.

Not to affect Persons not Parties thereto.

45. No such Agreement shall in any Manner increase any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand and receive

receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railway upon Terms and Conditions at least as favourable, and on Payment of Tolls, Rates, and Charges on at least as low a Scale, as they would have been in case no such Agreement had been entered into.

Agreements to be approved by Board of Trade and Three Fifths of the Votes of the Shareholders.

46. Any such Agreement shall not have any Operation or Effect unless and until the same shall have been submitted to and approved by the Board of Trade, and by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at a Meeting of each Company Party thereto specially convened with Notice of this Purpose.

Meeting how to be convened.

47. Every such Meeting of the Company or of the *West Cornwall* Railway Company shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of the Company convening such Meeting is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of such Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Joint Committee for carrying Agreement into effect.

48. The contracting Companies may, by any such Agreement as aforesaid, appoint a Joint Committee composed of such Number of their respective Directors as the contracting Companies may think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the contracting Companies respectively as may be necessary for carrying into effect the Purposes of the said Agreement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them in the same Manner as the same might have been had and exercised by the same Companies respectively, or their respective Directors.

Board of Trade may modify Agreements.

49. Provided always, That on the Expiration of every Ten Years from the Commencement of any such Agreement, or on the Expiration of any Ten Years from the Period when any Revision thereof shall be made by them, it shall be lawful for the Board of Trade, if they are of opinion that any of the Terms or Conditions of the Agreement are prejudicial to the Public, to cause the same to be revised, and the Board of Trade shall have Power to declare any Modification required by that Board Part of such Agreement, and thenceforth such Agreement shall be construed and take effect accordingly.

50. The

Notice of Revision.

50. The Company, previous to the Expiration of each such decennial Period, shall give such public Notice as the Board of Trade may prescribe that that Board has such Power, and is about to enter on such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Agreement.

Tolls during Agreement.

51. So long as under any such Agreement the *West Cornwall* Railway Company work the Traffic on the Railway the Railway shall, for the Purpose of Tolls and Charges, be deemed Part of the *West Cornwall* Railway, and to form therewith One continuous Line of Railway, and the *West Cornwall* Railway Company may demand and take Tolls and Charges thereon accordingly: Provided always, that in estimating the Tolls and Charges to be taken in respect of Traffic conveyed under the Contract partly on the Railway by this Act authorized and partly on the *West Cornwall* Railway for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles, and for each Mile or Fraction of a Mile beyond Three Miles as for One Mile only in respect of Passengers, and for each entire Mile beyond Three Miles as for One Mile only in respect of Animals, Minerals, and Goods, and for each Fraction of a Mile beyond Three Miles Tolls and Charges may be taken for Animals, Minerals, and Goods in proportion to the Number of Quarters of a Mile contained therein, and for this Purpose a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile.

Saving existing Right to contract.

52. Nothing in this Act contained shall take away, diminish, or prejudice any Right to make Contracts or Agreements which the Company and the *West Cornwall* Railway Company have or may have under any Acts heretofore passed relating to them, or under "The Railways Clauses Consolidation Act, 1845," or under the General Law.

Enabling the making of Grants of Lands and Hereditaments on the Part of the Duchy of Cornwall.

53. And for the Purpose of enabling the Company to obtain an effectual Assurance of such Lands and Hereditaments shown upon the deposited Plans and Books of Reference (being Parcel of the Possessions of the Duchy of *Cornwall*) as are required for the Works of the said Company, or which the Company shall be required to purchase, be it enacted, That it shall be lawful for the Duke of *Cornwall* for the Time being, or for any Three or more of the Council (if any) of such Duke of *Cornwall*, or of the Special Commissioners or other Persons for the Time being having the general Superintendence and Management of the Revenues and Affairs of the said Duchy, at any Time hereafter, and from Time to Time as Occasion shall require, by Deed under the Privy Seal of the Duke of *Cornwall* during such Time as the Duchy of *Cornwall* shall be held separately from the Crown, and while the Duchy of *Cornwall* is not held separately from the Crown under the Hands and Seals of such Three or more Commissioners or other Persons, in the like Forms (*mutatis mutandis*) as are set forth in the Second Schedule to the Act passed in the Session of Parliament holden in the Seventh and

Eighth

7 & 8 Vict. c. 65.

Eighth Years of the Reign of Her present Majesty, intituled *An Act to enable the Council of His Royal Highness* Albert Edward *Prince of* Wales *to sell and exchange Lands and enfranchise Copyholds, Parcel of the Possessions of the Duchy of* Cornwall, *to purchase other Lands, and for other Purposes*, or in any other Form which may be deemed more convenient, (such Deed to be enrolled by the Keeper for the Time being of the Records of the Duchy of *Cornwall*,) to exercise the like Powers of Sale and Enfranchisement as were by the said last-mentioned Act vested in the Council of His Royal Highness *Albert Edward* Prince of *Wales* and Duke of *Cornwall*; and further, that the Proceeds of any Sale or Enfranchisement made pursuant to this present Act shall from Time to Time be invested and dealt with in like Manner as by the said Act of the Seventh and Eighth Years of Her present Majesty is authorized or directed with respect to the Proceeds of Sales and Enfranchisements made pursuant to the said last-mentioned Act.

Saving the Rights of the Duchy of Cornwall.

54. Provided always, That nothing contained in this Act, or in the several Acts incorporated herewith, or herein mentioned or referred to, shall extend to authorize the Company to take, use, enter upon, or interfere with any Land, Soil, or Water, Parcel of the Possessions of the Duchy of *Cornwall*, except so far as the said Company shall have previously become entitled under a Purchase or Enfranchisement, pursuant to the special Powers of Sale and Enfranchisement herein-before contained, or to take away, diminish, alter, prejudice, or affect any Property, Rights, Profits, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in respect of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

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

55. Nothing in this Act contained shall exempt the Railway by this Act authorized to be made 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or the Rates for small Parcels, by this Act authorized.

Expenses of Act.

56. All the Costs, Charges, and Expenses of and incidental to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

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