ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cxxxii.

An Act for making a Railway from the *Bristol and Exeter* Railway at *Tiverton* to the *Devon and Somerset* Railway in the Parish of *Morebath* in the County of *Devon*, and for granting certain Powers to the *Bristol and Exeter* Railway Company with reference thereto.

[19th *June* 1865.]

WHEREAS the making of a Railway from the *Bristol and Exeter* Railway at *Tiverton* to join the *Devon and Somerset* Railway in the Parish of *Morebath* in the County of *Devon* would be of public and local Advantage: And whereas the Persons named in this Act, with others, are willing at their own Expense to construct the Railway: And whereas Plans and Sections showing the Lines and Levels of the Railway, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands required or which may be taken for the Purposes of the Railway, have been deposited with the Clerk of the Peace for the County of *Devon*: And whereas it is expedient that the Powers herein-after contained should be conferred upon the *Bristol and Exeter* Railway Company with respect to the Undertaking hereby authorized: And whereas the

Purposes 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:

Short Title.

1. This Act may be cited as "The *Tiverton and North Devon* Railway Act, 1865."

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I. of "The Companies Clauses Act, 1863," and (so far as applicable) Parts I. and III. of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

3. In this Act the Words "the Company" mean the Company incorporated by this Act, the Words "the Undertaking" or "the Railway" mean the Railway and the Works connected therewith by this Act authorized to be constructed, and the Expression "Superior Courts" or "Court of competent Jurisdiction" or other like Expression in this Act or any Act incorporated herewith, 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.

Same Meanings in incorporated Acts as in this Act.

4. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Subscribers incorporated.

5. *Henry Septimus Gill*, *Ebenezer Musgrave Winton*, *John Wills*, *John Goodland*, *Thomas Hawkes*, *John Trowey Perian*, *Henry Thomas Vialls*, *John Edwards*, *Thomas Ford*, *John Breen Tucker*, *John Lane*, and *John Quant*, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking, and such Company shall be incorporated under the Name of "The *Tiverton and North Devon* Railway Company," and under that Name shall be a Body Corporate, 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 incorporated Acts contained, and their Undertaking shall be called "The *Tiverton and North Devon* Railway."

6. The

Capital.

6. The Capital of the Company shall be Ninety thousand Pounds, divided into Four thousand five hundred Shares of Twenty Pounds each.

Shares not to issue until One Fifth paid up.

7. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share is paid up in respect thereof.

Calls.

8. Two Pounds *per* Share shall be the greatest Amount of a Call, and Two Months at the least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share.

Receipts of Guardians, &c. to be sufficient Discharge.

9. If any Money be payable to a Shareholder being a Minor, Idiot, or Lunatic, the Receipt of his or her respective Guardian or Committee shall be a sufficient Discharge to the Company for the same.

Power to borrow on Mortgage.

10. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the whole Thirty thousand Pounds, but no Part thereof shall be borrowed until the whole of the Share Capital of Ninety thousand Pounds shall have been subscribed for or taken *bonâ fide*, and One Half thereof shall have been actually paid up, and until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for the whole of the Capital which the Company are by this Act authorized to raise are issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid up on account thereof before or at the Time of the Issue or Acceptance thereof, and that all such Shares are taken in good Faith, and held by the Subscribers or their Assigns, those Subscribers or their Assigns being legally liable for the same (of which Matters the Certificate of the Justice shall be sufficient Evidence).

Arrears may be enforced by Appointment of a Receiver.

11. The Mortgagees of the Company may enforce Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and the Amount necessary to authorize the Appointment of a Receiver shall not be less than Three thousand Pounds in the whole.

Debenture Stock.

12. The Company may create and issue Debenture Stock, and Part III. of "The Companies Clauses Act, 1863," is incorporated with this Act.

13. It

Power to Bristol and Exeter Railway Company to subscribe, and to apply their Funds for that Purpose.

13. It shall be lawful for the *Bristol and Exeter* Railway Company to subscribe towards and become a Shareholder in the Undertaking to an Extent not exceeding Thirty thousand Pounds, and that Company may, with the Authority of Three Fifths of their Shareholders present personally or by proxy at a General Meeting specially convened for the Purpose, contribute and apply in Payment of their said Subscription any Monies which they are already authorized to raise, and which may not be required by them for the Purposes of their own Undertaking, and also any Monies which they are by this Act authorized to raise, and the *Bristol and Exeter* Railway Company shall, in respect of the said Sum to be subscribed and the corresponding Shares in the Company to be held by them respectively, have all the Powers, Rights, and Privileges (except in regard to voting at General Meetings which shall be regulated by the special Provisions herein-after contained), and be subject to all the Obligations and Liabilities, of Proprietors of Shares in the Company: Provided always, that the *Bristol and Exeter* Railway Company shall not sell and dispose of any Shares for which they may subscribe in the Capital of the Company.

Subscribing Company may appoint Directors;

14. The *Bristol and Exeter* Railway Company, so long as they shall hold not less than Thirty thousand Pounds of the Capital of the Company, may from Time to Time appoint Two Directors of the Company, and every such Appointment shall be made in Writing under the Seal of the *Bristol and Exeter* Railway Company, and shall be deposited with the Secretary of the Company, and may in like Manner be revoked and renewed; and every Director so appointed shall enter upon Office immediately on his Appointment, and shall remain in Office until his Appointment be revoked as aforesaid, or until he die or resign, or until the *Bristol and Exeter* Railway Company cease to hold the Amount of Capital of the Company entitling them to appoint Directors of the Company.

and to vote at General Meetings.

15. The *Bristol and Exeter* Railway Company, whilst they continue Shareholders of the Company, may, by Writing under their Common Seal, from Time to Time appoint some Person to attend any General Meeting of the Company, and each such Person shall have all the Privileges and Powers attaching to other Shareholders at such Meetings, and may vote thereat in respect of the Capital held by the *Bristol and Exeter* Railway Company upon all Questions excepting the Election of Directors of the Company: Provided always, that the Directors of the Company appointed by the *Bristol and Exeter* Railway Company shall be capable of being appointed by such Company to attend any Meeting of the Company as aforesaid; and in the event of no special Appointment by such Company being produced at any such Meeting, the Directors or Director present

present at such Meeting shall be deemed to hold such Appointment; and in the event of there not being any Director or other Representative of the *Bristol and Exeter* Railway Company present at any such Meeting, the *Bristol and Exeter* Railway Company may exercise the Rights, Powers, and Privileges of voting at such Meeting by proxy in the Mode prescribed by "The Companies Clauses Consolidation Act, 1845:" Provided nevertheless, that so long as the *Bristol and Exeter* Railway Company shall retain the Right of directly appointing Directors of the Company under the Provisions herein-before contained, the *Bristol and Exeter* Railway Company shall not be entitled to vote at any Meeting of the Company in regard to the Election of Directors, but when the *Bristol and Exeter* Railway Company shall cease to hold such direct Right of Appointment they shall be entitled to vote in the Election of Directors of the Company in the same Manner as other Shareholders in respect of any Capital which they may hold in the Company less than Thirty thousand Pounds.

Power to subscribing Company to raise Money by the Creation of Shares.

16. It shall be lawful for the *Bristol and Exeter* Railway Company from Time to Time, with the Consent of Three Fifths of the Votes of the Shareholders present personally or by proxy at any General Meeting of that Company called for the Purpose, to raise for the Purpose of the Contribution herein-before mentioned any Sums of Money not exceeding in the whole the Sum of Thirty thousand Pounds; and such Money may be raised by the Creation and Issue of new Ordinary Shares or new Ordinary Stock, or by new Preference Shares or new Preference Stock, and the prescribed Rate of Dividend on such new Preference Shares or new Preference Stock shall not exceed Four Pounds Ten Shillings *per Centum per Annum*, and Part II. of "The Companies Clauses Act, 1863," is incorporated with this Act.

Power for the Bristol and Exeter Company to guarantee.

17. In case the Company and the *Bristol and Exeter* Railway Company enter into such Working Agreements as are by this Act authorized, the *Bristol and Exeter* Railway Company may, with the Sanction of Three Fifths at least of the Votes of the Shareholders voting, personally or by proxy, at some General Meeting of that Company specially convened with Notice of the Purpose, guarantee and secure, upon the Profits of the *Bristol and Exeter* Railway Company applicable to Dividend on their Ordinary Stock as herein-after mentioned, to any Person or Persons lending to the Company the Money, or any Part of the Money, which they are by this Act authorized to borrow on Mortgage, the Repayment of any Money so lent, or any Part thereof, with or without the Interest thereon, or any Part thereof, or the Payment of such Interest alone, or any Part thereof, or the Payment for any specified Period of such Interest, or any

any Part thereof: Provided always, that every such Guarantee shall be subject and without Prejudice to any Mortgages and Bonds then charged or attaching on the Undertaking of the *Bristol and Exeter* Railway Company, and to any Preference or Priority in Payment of Interest or Dividend on any Shares or Stock theretofore granted by that Company by, or in pursuance of or confirmed by, any Act of Parliament, or then otherwise lawfully subsisting.

The Bristol and Exeter Company may apply any existing Funds towards their Guarantee.

18. The *Bristol and Exeter* Railway Company may apply in Payment of any such Principal Sums so borrowed on Mortgage, and which may be payable by them under any such Guarantee as aforesaid, any Monies which that Company for the Time being have raised or are authorized to raise by Shares or borrowing under the Provisions of any Acts relating to that Company, and which may not be required for the Purposes of those Acts respectively.

And Revenue for others.

19. The *Bristol and Exeter* Railway Company may from Time to Time, out of their Income applicable to Dividend on their Ordinary Shares and Stock (but not out of any other Fund), discharge any Monies which they may be called upon to pay in respect of any such Guarantee of Interest on the Mortgages of the Company.

Rights of that Company as to Monies advanced on Guarantees.

20. To the Extent of any Sums paid by the *Bristol and Exeter* Railway Company in discharge of the Principal or Interest of any borrowed Monies so guaranteed, that Company shall be Creditors of the Company instead of the Persons to whom such Sums shall be paid, and shall be entitled to the Benefit of and may enforce the Mortgages for securing the same as fully and effectually as those Persons themselves, or their Representatives, might do if not paid off.

Application of Monies raised under Act.

21. All and every Part of the Money raised under this Act, whether by Shares or by Debenture Stock or by borrowing, shall be applied only for Purposes authorized by this Act.

First and other Meetings.

22. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* and *August* in every Year.

Quorum of General Meetings.

23. The Quorum of General Meetings of the Company shall be Seven Shareholders present personally or by proxy, holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

24. The

Number of Shareholders to convene Extraordinary Meetings.

24. The Number of Shareholders on whose Requisition an Extraordinary Meeting may be required to be convened shall be not less than Five, and such Shareholders shall hold in the aggregate not less than Three thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

25. The Number of Directors shall be Five, exclusive of the Two Directors to be appointed by the *Bristol and Exeter* Railway Company as herein-after provided, and the Qualification of a Director, other than any Director appointed by that Company, shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Power to vary Number of Directors.

26. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Five, inclusive of the Directors appointed or to be appointed by the *Bristol and Exeter* Railway Company.

Quorum.

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

First Directors.

28. *Henry Septimus Gill*, *John Breen Tucker*, *John Wills*, *Ebenezer Musgrave Winton*, and such One other Person as they, or the Survivors of them, or the Majority of the Persons above named, or of the Survivors of them, shall nominate in that Behalf, shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter 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 in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

Such Directors to continue in Office until First Meeting after passing of Act.

Power to make Railway according to deposited Plans.

29. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Lines and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels described on the said Sections, and the Company may enter

enter upon, take, and use such of the said Lands as shall be necessary for such Purposes; (that is to say,)

A Railway commencing by a Junction with the *Tiverton* Branch of the *Bristol and Exeter* Railway in the Parish of *Tiverton* in the County of *Devon*, and terminating by a Junction with the *Devon and Somerset* Railway in the Parish of *Morebath* in the said County of *Devon*.

Powers for compulsory Purchases limited.

30. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Houses inhabited by the Labouring Classes not to be taken till after a Certificate of Eight Weeks Notice having been given.

31. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Lands for extraordinary Purposes.

32. The Quantity of Land to be purchased by the Company by Agreement adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Five Acres.

Period for Completion of Railway.

33. If the Railway shall not be completed within Five Years from the passing of this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

As to Communication of Railway with the Devon and Somerset Railway.

34. The Communication between the Railway and the *Devon and Somerset* Railway, and all Openings in the Lines of that Railway for the Purposes of the Junction hereby authorized with that Railway which may be made for the Reception, Accommodation, and Delivery of the Traffic of the Company on the Land of the *Devon and Somerset* Railway Company, shall be made by the *Devon and Somerset* Railway Company at the sole Expense of the Company; and, except only so far as the Company and the *Devon and Somerset* Railway Company otherwise agree, or according to the Terms and Conditions from Time to Time agreed on between them, the same shall be thereafter maintained and kept in good Repair by the *Devon and Somerset* Railway Company

Company at the joint Expense of the Company and the *Devon and Somerset* Railway Company; and all such Communications, Openings, and Works shall be made and maintained in such Manner and by such Means only as shall not in anywise injure or prejudice the *Devon and Somerset* Railway, or the Works or Property thereof, or the free and uninterrupted Use thereof by the *Devon and Somerset* Railway Company, or interfere with the Traffic thereon: Provided always, that unless the Company and the *Devon and Somerset* Railway Company otherwise agree, the Junction of the Railway with the *Devon and Somerset* Railway, instead of being made immediately with that Railway, shall be made directly, with a proper and sufficient Siding or Side Line to be from Time to Time formed and maintained for the Purpose by the *Devon and Somerset* Railway Company on their Lands, and between which Side Line and the Main Line of the *Devon and Somerset* Railway there shall be a Junction affording a sufficient Communication between that Siding and that Main Line of Railway.

Certain Road to be diverted instead of making level Crossing.

35. Provided always, That with regard to the public Road numbered 60 in the Parish of *Bampton*, the Company shall within the Limits of Deviation make a Diversion of the said Road on the Western Side of the Railway, such Diversion to extend through the Properties numbered 61, 63, and 64 into the Turnpike Road numbered 67 in the said Parish, and when such Diversion is made they may stop up the Part of the Road numbered 60 at the Point of crossing of the Railway.

Regulating Inclinations of certain Roads.

36. It shall be lawful for the Company to construct the Approaches to the Bridges or Arches for carrying the Roads numbered as after mentioned on the said deposited Plans over or under the Railway, with such Inclinations as they think fit, not steeper than the following; (that is to say,)

Number on Plans.	Parish.	Rate of Inclination.
9	Stoodleigh - - -	1 in 8.
67	Bampton - - -	1 in 16 on one Side, and level on the other.

Regulating Width of certain Bridges.

37. It shall be lawful for the Company to construct the Bridges or Arches for carrying the Railway over or under the Roads numbered as after mentioned on the said deposited Plans of such Dimensions as they think fit, not being less than the following; (that is to say,)

Number on Plans.	Parish.	Span of Arch or Width of Road, as the Case may be.
87	Tiverton - - -	20 Feet.
164	Tiverton - - -	20 Feet.
9	Stoodleigh - - -	20 Feet.
7	Bampton - - -	25 Feet.
67	Bampton - - -	20 Feet.
84	Bampton - - -	20 Feet.
4	Morebath - - -	20 Feet.

Money deposited in the Court of Chancery to be forfeited in a certain Event.

38. 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, Exchequer Bills to the Amount of Seven thousand two hundred Pounds have been deposited pursuant to the said Act in respect of the Application to Parliament for this Act, representing Seven thousand two hundred Pounds, being Eight Pounds *per Centum* upon the estimated Cost of the Railway: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Exchequer Bills so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Exchequer Bills, 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 limited by this Act for Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations 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 public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Exchequer Bills 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 to 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

of the said Sum of Seven thousand two hundred Pounds shall have been executed by the Company, with One or more 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 and Successors, of the said Sum of Seven thousand two hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee 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 such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Exchequer Bills, 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 so named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, 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 Exchequer Bills, 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 Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

39. The Company may demand and take for the Use of the Railway, and for the Supply of Carriages, Waggons, or Trucks, any Tolls not exceeding the following; that is to say,

For Passengers.

First, in respect of Passengers conveyed upon the Railway, or any Part thereof, as follows:

For every Person, Twopence *per* Mile;

And if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile.

For Animals.

Secondly, in respect of Animals conveyed upon the Railway, or any Part thereof, as follows:

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence *per* Mile;

And if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class

Class 2. For every Ox, Cow, Bull, or Neat Cattle, Twopence *per* Head *per* Mile;

And if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 3. For every Calf, Pig, Sheep, Lamb, and other small Animal, Three Farthings each *per* Mile;

And if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Farthing *per* Mile.

Tonnage on Articles of Merchandise.

Thirdly, in respect of Goods conveyed upon the Railway, or any Part thereof, as follows:

Class 4. For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Coals, Culm, Cinders, Cannel, Ironstone, Iron Ore, Limestone, Chalk, Sand, Slag, and Clay (except Fireclay), *per* Ton *per* Mile One Penny Farthing;

And if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 5. For all Coke, Charcoal, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Wrought Iron, heavy Iron Castings, Railway Chairs, Slabs, Billets, and rolled Iron, Lime, Bricks, Tiles, Slates, Salt, Fireclay, and Stone, *per* Ton *per* Mile One Penny Halfpenny;

And if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 6. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per* Ton *per* Mile Twopence Halfpenny;

And if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

Class 7. For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence;

And if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

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, conveyed on a Truck or Platform belonging to the Company, Sixpence *per* Mile;

And a like 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 propelling Power.

40. The Company may demand for the Use of Engines for propelling Carriages on the Railway any Sum not exceeding One Penny

Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles.

Maximum Rates of Charge.

41. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along 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 Sums; (that is to say,)

For Passengers.

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 Farthing *per* Mile.

For Animals and Goods.

42. And with respect to the Conveyance of Goods, Carriages, and Animals, the Company may lawfully demand and receive as a maximum Rate of Carriage for the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway and Waggons or Trucks and locomotive Power, and every 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 Duty or Business of a Carrier, where such Services or any of them are or is performed by the Company), any Rates or Sums not exceeding the Rates or Sums following; (that is to say,)

For every Animal in Class 1, Fourpence *per* Mile:

For every Animal in Class 2, Threepence *per* Mile:

For every Animal in Class 3, One Penny *per* Mile:

For everything in Class 4, One Penny Halfpenny *per* Ton *per* Mile:

For everything in Class 5, Twopence *per* Ton *per* Mile:

For everything in Class 6, Threepence *per* Ton *per* Mile:

For everything in Class 7, Fourpence *per* Ton *per* Mile:

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 or conveyed on a Truck or Platform, *per* Mile Sixpence; and if weighing more than One Ton, One Penny Halfpenny for every Quarter of a Ton or Fraction of a Quarter of a Ton which such Carriage may weigh.

Regulations as to the Tolls.

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

For Articles 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 Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Animals and Merchandise 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 in respect of Passengers, every Fraction of a Mile beyond an integral 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, and so in proportion for any smaller Quantity.

Terminal Station.

44. No Station shall be considered a Terminal Station in regard to any Goods conveyed on the Railway unless they are received there direct from the Consignor of such Traffic, or are directed to be delivered thereat or therefrom to the Consignee.

Tolls for small Parcels and single Articles of great Weight.

45. And with respect to small Packages and single Articles of great Weight, be it enacted, That notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand Tolls not exceeding the following; (that is to say,)

For the Carriage on the Railway, or any Part thereof, of any Parcel not exceeding Seven Pounds in Weight, Threepence:

For the like Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For the like Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Seven-pence:

For the like Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Nine-pence:

And for the like Carriage of any Parcel exceeding Fifty-six Pounds but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they may 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, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article,

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 may think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, 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.

Passengers Luggage.

46. Every Passenger travelling upon the Railway may cause to be carried in the same Train 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.

Company may take increased Charges by Agreement.

47. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Restriction as to Charges not to apply to Special Trains.

48. Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Power to use Portion of Railway.

49. The Company and all Persons and Corporations lawfully using their Railway may pass over and use with their Engines and Carriages and Servants, and for the Purposes of Traffic of all Kinds, so much of the *Bristol and Exeter* Railway as lies between the Point of Junction therewith of the Railway hereby authorized and the *Tiverton* Station of the *Bristol and Exeter* Railway, including the Use of that Station, and so much of the *Devon and Somerset* Railway as will lie between the intended Junction therewith of the Railway hereby authorized and the intended *Morebath* or *Bampton* Station, including that Station and 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 respective Portions of Railway and the said Stations respectively, and the *Bristol and Exeter* Railway Company

and

and the *Devon and Somerset* Railway Company shall make all requisite Arrangements for that Purpose.

Terms of User.

50. The Terms, Conditions, and Regulations to which the Company and such other Persons and Corporations as aforesaid shall be subject in respect of the said Use, and the Tolls or other Consideration to be paid by them for the same, shall, if not agreed upon between them and the *Bristol and Exeter* Railway Company and *Devon and Somerset* Railway Company, or either of them, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on the Parties in difference, and the Costs and Expenses of such Arbitrator shall be defrayed as the Arbitrator shall direct.

As to Services at Stations.

51. The *Bristol and Exeter* Railway Company and *Devon and Somerset* Railway Company shall perform upon the respective Portions of Railway herein-before specified belonging to them, and at the said before-mentioned Stations at *Tiverton* and at *Bampton* or *Morebath*, all such Services and Duties as may be necessary or reasonable for the convenient Conduct of the Traffic of the Company, upon Payment of such Charges for the same as may be agreed upon between the respective Companies; and if any Difference shall arise between the respective Companies as to the Amount of such Payments, or as to the Nature, Extent, or Sufficiency of the Services and Duties so to be performed, such Difference shall from Time to Time be settled by an Arbitrator to be appointed at the Request of either Party by the Board of Trade; and the Arbitrator to whom the Matter may be referred may determine the Amount of such Payments, and prescribe what Duties and Services shall be so performed; and if he shall be of opinion that it is needful for the Protection of the due Working or Development of the Traffic of the Company, he may prescribe that the Company may employ at any of the Stations aforesaid, to be designated by the Arbitrator, such Clerks, Agents, and Servants as he may by his Award define, and he may likewise prescribe the Accommodation that shall be given at such Stations to the said Clerks, Agents, and Servants, and may lay down Rules for their Conduct, and may prescribe the Payments to be made for the Accommodation so afforded, and the Award made from Time to Time by the Arbitrator shall be binding upon the Companies, and shall be obeyed by them respectively: Provided always, that the Right to use the said Stations shall not be suspended during such Arbitration; provided also, that it shall be lawful for the Company to cart Goods into and out of the Stations herein-before mentioned of the other Company.

Byelaws to be observed.

52. The Company and all other Persons and Corporations aforesaid in using or traversing the said Portions of the *Bristol and Exeter* and *Devon and Somerset* Railways respectively, and in using the Stations

Stations and Conveniences thereof in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Undertaking so used, so far as such Byelaws shall be applicable to the Company.

Power to enter into Traffic Arrangements.

53. The Company, and the *Bristol and Exeter* Railway Company, and the *Devon and Somerset* Railway Company, or either of them, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

1. The Management, Use, Working, Repair, and Maintenance of the Railway, or of any Part or Parts thereof respectively:
2. The Supply of any Rolling or Working Stock and of Officers and Servants for the Conduct of the Traffic on the Railway:
3. The Payments to be made and the Conditions to be performed with respect to the Matters aforesaid:
4. The Regulation, Management, Collection, Interchange, Conveyance, and Delivery of Traffic coming from or destined for the Undertakings of the contracting Companies, and the fixing and Division between the said Companies of the Receipts arising from such Traffic.

As to Tolls partly on Railway and partly on the other Company's Railways.

54. Where, under any Agreement authorized by this Act, any Passengers, Animals, or Things are conveyed by the *Bristol and Exeter* Railway Company or *Devon and Somerset* Railway Company a Distance in the whole less than Four Miles partly on the Railway by this Act authorized, and partly on any Railway belonging to the Company conveying the Traffic, that Company may demand and take Tolls, Fares, Rates, and Charges not exceeding the maximum Tolls, Fares, Rates, and Charges as for Four Miles only; and for a Fraction of a Mile beyond Four Miles that 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 Four Miles shall be deemed a Mile; and no other Short-Distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods conveyed as aforesaid than the Charge in this Behalf herein authorized.

Saving existing Right to contract.

55. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from "The Railways Clauses Consolidation Act, 1845," or from the General Law.

Agreement with Thomas Daniel confirmed.

56. And whereas *Thomas Daniel* is the Owner of an Estate in the Parishes of *Tiverton*, *Washfield*, *Stoodley*, and *Bampton*, through which

which the Railway is intended to pass, and an Arrangement has been entered into for the Protection of the said Estate, and such Arrangement is set forth in the Schedule to this Act, and it is expedient that it be confirmed: Therefore the Heads of Arrangement set forth in the Schedule to this Act are confirmed, and shall be binding upon the Company as fully as if the Company had been incorporated and entered into such Arrangements under their Corporate Seal.

Interest on Calls not to be paid out of Capital.

57. 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-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 Capital raised under this Act.

58. 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 other Railway, or to execute any other Work or Undertaking.

Railways not exempt from Provisions of present or future General Acts.

59. Nothing herein contained shall be deemed or construed to exempt the Railways or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or passed in 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 authorized to be taken by the Company, or of the Rates for small Parcels.

Expenses of Act.

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

SCHE-

SCHEDULE referred to in the foregoing Act.

HEADS OF AGREEMENT between the PROMOTERS and THOMAS DANIEL, Esquire.

In consideration of the Withdrawal of Thomas Daniel's Opposition to the Bill, it is agreed as follows:

1st. The Line of Railway through Thomas Daniel's Estates in the Parishes of Tiverton, Washfield, Stoodley, and Bampton, all in the County of Devon, (being in Length about Three Miles,) shall not deviate more that Ten Lineal Yards on either Side from the centre Line delineated upon the Parliamentary Plan without the Consent in Writing of the said Thomas Daniel.

2nd. During the Construction of the Railway Thomas Daniel's private Carriageroad, shown at or near Three Miles Six Furlongs Six Chains upon the deposited Plan, shall be kept open for Traffic.

3rd. In carrying the Railway under the said Road the existing Gradients thereof shall in no Case be interfered with without the Consent in Writing of Thomas Daniel.

4th. Between the Points marked Three Miles Four Furlongs and Two Chains and Three Miles Five Furlongs and Six Chains the Line of Railway shall be screened from View on the lower or Eastward Side by an artificial Embankment Fifteen Feet in Height at the least above the Level of the Rails, such Embankment to be Ten Feet in Width on the Top at the least, and the Slope thereof towards the Tiverton and Bampton Road to be One and a Half to One at the least, and that from the said Point marked Three Miles Five Furlongs and Six Chains on the Parliamentary Plan to the Point of crossing of the said private Carriageroad the Line of Railway shall be screened on the lower or Eastward Side from the said private Carriageroad by a Wall Twenty Feet in Height from the Level of the Rails, the Space between such Wall and the Road to be formed to such even and regular Slope as may be practicable; the Surfaces of the said Embankments and Slopes to be soiled with good Mould Nine Inches in uniform Depth at the least, and to be planted in such Manner and with Trees of such Descriptions as shall be requested by the said Thomas Daniel. The said Embankment Screens to be the Property of the said Thomas Daniel.

5th. The said private Carriageroad shall not be permanently diverted from its present Course without the written Consent of the said Thomas Daniel.

6th. The Line of Railway shall be carried under the said private Carriageroad by means of a Tunnel Bridge One hundred Feet in Barrel Length at the least, and the existing Width of the Road shall not be diminished. The End of the said Tunnel Bridge shall be protected on the Outside by neat Iron Railings or a neat Parapet Wall Four Feet Six Inches in Height, and the Spaces between the said Iron Railing or Parapet Wall and the Road shall be levelled and soiled with good Mould Nine Inches in Depth at the least,

and

and shall be planted in such Manner and with such Description of Trees as the said Thomas Daniel shall direct, so as effectually to screen the Railway from View at the crossing of the Bridge.

7th. The Company shall not take or use any Lands belonging to the said Thomas Daniel for the Purposes of Side Cuttings, the depositing Spoil, obtaining Materials for the Construction or Repair of the Railway, Quarrying, or Brickmaking, without the Consent in Writing of the said Thomas Daniel.

8th. In the event of any Dispute arising between the Company and the said Thomas Daniel as to the Scope or Meaning of this Arrangement, or as to the Manner of executing the several Works herein described, or any of them, or as to the Fulfilment of all or any of the Stipulations herein contained, the same shall be referred to the sole Award of Richard James Ward, of 11, Great Queen Street, Westminster, Civil Engineer, or in the event of his dying or becoming unable or declining to act, then to the Award of an Engineer to be appointed by the Board of Trade, on Application of either of the Parties hereto. The Expenses attending such Arbitration and Award to be borne by the said Company.

9th. This Arrangement to be carried into effect either by scheduled Agreement or by Clause in the Act.

10th. The said Promoters to pay and bear all Costs and Expenses of the said Thomas Daniel of and incidental to his Opposition to the Bill, and of and incidental to the Negotiation and carrying out of this Arrangement.

11th. A Siding for Goods Traffic to be provided at Cove, if required by Mr. Daniel, with a proper Approach, Works, and Conveniences, and a Goods Train to stop at such Siding upon One Day's Notice at Tiverton Station.

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