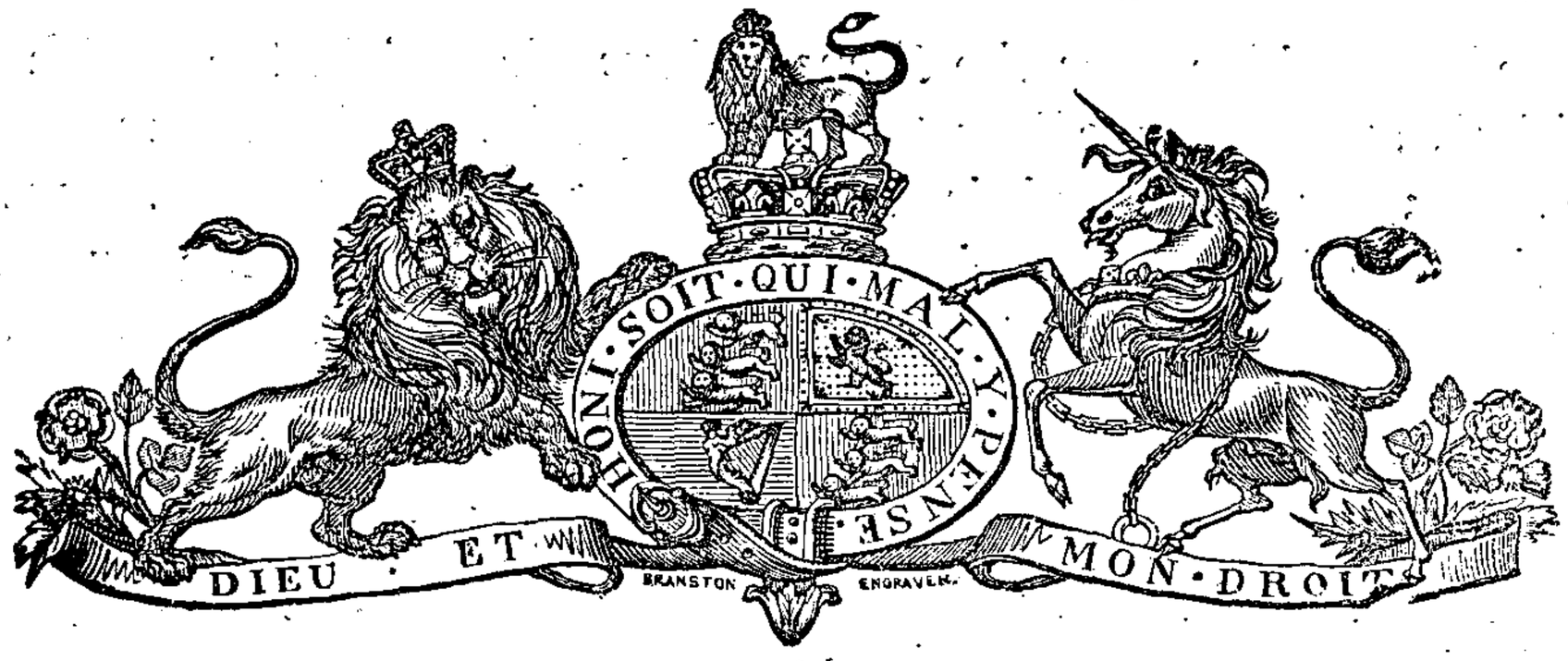


ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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at the Drawbridge over the *Copper House* Channel in the Parish of *Phillack*, and it is expedient that they should be enabled to maintain the same: And whereas it is expedient that some of the Powers and Provisions of the said recited Acts should be amended; but 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; (that is to say,)

Short Title.

I. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *West Cornwall* Railway Amendment Act, 1853."

8 & 9 Vict. cc. 18. & 20. incorporated with this Act.

II. That "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," (save so far as they are expressly varied or excepted by this Act,) shall be incorporated with this Act.

Certain Terms in Consolidation Acts to have same Meanings in this Act.

III. That in construing this Act, and in construing "The Railways Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Companies Clauses Consolidation Act, 1845," (so far as the same are incorporated herewith,) in connexion with this Act, the following Words and Expressions shall have the several Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

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

The Expressions "the Company" and "the Promoters of the Undertaking" respectively shall mean the *West Cornwall* Railway Company:

The Expression "the Directors" shall mean the Directors for the Time being of the Company:

The Expression "the Secretary" shall mean the Secretary for the Time being of the Company, and shall include the Word "Clerk:"

The Word "Shareholder" shall mean Shareholder, Proprietor, or Member of the Company, and shall include any Corporation:

The Expressions "the Railway," "the Works," and "the Undertaking," respectively, shall mean the Railways and Works by this Act authorized to be made, and the *Hayle* Branch.

Construction of Terms in 8 & 9 Vict. c. 18. in refer-

IV. That in construing the Clauses of "The Lands Clauses Consolidation Act, 1845," with respect to Interests in Lands which have by Mistake been omitted to be purchased, in reference to the *Hayle* Branch,

Branch, the Lands taken for the Purposes of the *Hayle* Branch shall be deemed and taken to be Lands which under the Provisions of this Act the Company, as Promoters of the Undertaking, were authorized to purchase, and which will be permanently required for the Purposes of this Act; and those Clauses shall extend to and include any Estate, Right, Title, or Interest in or Charge affecting such Lands which the Company have been unable to purchase in consequence of the Persons entitled or claiming to be entitled thereto having been under any Disability or Incapacity to convey, or having had limited Interests only in such Lands, or not having been able to make a good Title thereto.

ence to Hayle Branch.

V. That all Lands, Rights, Interests, Wayleaves, and Easements of or to which the Company or any Persons in trust for them were immediately before the passing of this Act seised, possessed, or entitled, at Law or in Equity, for the Purposes of or in relation to the *Hayle* Branch, shall (notwithstanding the same were not taken under the Powers of the recited Acts) be and continue well and effectually vested in the Company, or such Persons in trust for them, for such and the like Estates or Interests as were vested in the said Company, or Persons in trust for them, before the passing of this Act, and may during the Continuance of such Estates or Interests be used, employed, and enjoyed by the Company for the Purposes of the *Hayle* Branch: Provided always, that nothing herein contained shall extend to vest in the Company, or any Person in trust for them, any greater Estate or Interest in any such Lands, Rights, Wayleaves, or Easements than the Persons who have conveyed or assigned the same to or in trust for the Company might at the Date of their respective Conveyances or Assignments have lawfully conveyed or assigned.

Lands, &c. to continue vested in the Company.

VI. And whereas by "The *West Cornwall* Railway Act, 1846," the Company were empowered to contract for and purchase the *Hayle* Railway, and the Company of Proprietors of the *Hayle* Railway (herein-after referred to as "the *Hayle* Company") were empowered to sell the same to the Company, and all Rights, Powers, and Privileges of the *Hayle* Company in relation thereto, and it was by that Act provided that upon Completion of such Sale, the *Hayle* Railway should be and become the Property of the Company, but subject to all Mortgages and other Liabilities affecting the same: And whereas by "The *West Cornwall* Railway Amendment Act, 1850," (after reciting that the *Hayle* Company had agreed to sell to the Company, and that the Company had agreed to purchase the *Hayle* Railway, and all Rights, Powers, and Privileges of the *Hayle* Company in relation thereto, for the Sum of Eighty thousand Pounds, subject nevertheless to all the Engagements and Liabilities which the *Hayle* Railway should be subject to at the Time of Delivery of Possession thereof to the Company, the said Sum of Eighty thousand Pounds to be paid, at

Arrangement with the Hayle Shareholders under Provisions of 13 & 14 Vict. c. xcviii. repealed.

at the Option of the *West Cornwall* Railway Company, either in Money or by Four thousand Shares of Twenty Pounds each in the Capital of the Company, upon all of which Shares the full Sum of Twenty Pounds was to be considered as paid, and also reciting that the Company elected to pay in Shares, and accordingly Four thousand Shares in the Capital of the Company had been duly allotted to the *Hayle* Company on the Terms aforesaid, and also reciting that the Company were desirous of constructing with as little Delay as possible that Portion of their Main Line of Railway which lay between the Towns of *Hayle* and *Penzance*, and to facilitate such Construction had applied to the Proprietors or Holders of the said Four thousand Shares (herein-after referred to as "the *Hayle* Shareholders") to consent to, and that they had consented to, the Arrangement therein-after contained (subject to the Provisions therein-after also contained), it was enacted that, notwithstanding the full Sum of Twenty Pounds *per* Share was to be considered as having been paid in respect of the same Four thousand Shares, the *Hayle* Shareholders respectively should not, at any Time or Times after that Portion of the Main Line of Railway of the Company which lay between the Towns of *Hayle* and *Penzance* should have been constructed in such Manner as to form a continuous Line of Railway open for public Traffic from the Town of *Penzance* through *Hale* to the Town of *Redruth*, be entitled to receive by way of Dividend upon the Number of such Shares held by them respectively any greater Amount *per* Share than should for the Time being be payable to the other Shareholders in the Company upon the Shares held by them respectively in the Capital thereof: Provided nevertheless, that in case the other Shareholders in the Company should receive in any One Year by way of Dividend an Amount equal to Five Pounds *per Centum* on the Sums paid up by them upon their respective Shares therein, then and in every such Case such last-mentioned Shareholders should not receive any further Amount of Dividend for such Year unless and until the *Hayle* Shareholders should have received in such Year by way of Dividend a Sum equal to Five Pounds *per Centum* upon the whole Amount of Twenty Pounds *per* Share paid or to be considered as paid upon their said Shares respectively, but that any further Amount of Dividends which might be payable in any such Year should be divided between the *Hayle* Shareholders and the other Shareholders in the Company rateably and in proportion to the Amount considered to be paid as aforesaid, and paid upon their respective Shares in the same Company; and it was thereby provided that in the event of the Company, without the Consent of the Proprietors or Holders of Four Fifths of the said Four thousand Shares exercising the Power to borrow on Mortgage or Bond granted to them by "The *West Cornwall* Railway Act, 1846," (except for the Purpose of paying off existing Liabilities of the Company,) the Arrangement aforesaid, and the Enactment in

that

that Behalf, should thenceforth cease, determine, and be of no Effect: And whereas it was by "The *West Cornwall* Railway Amendment Act, 1850," also enacted, that during such Period as the *Hayle* Shareholders should not receive Dividends on the full Amount of their Share they should have Power to elect from among them such a Proportion of the total Number of Directors of the Company for the Time being as should not be less than the Proportion which the said Four thousand Shares should bear from Time to Time to the Residue of the Shares in the Company which should not for the Time being have been forfeited or become liable to Forfeiture for Nonpayment of Calls, and that such Power should be exercised at the First Meeting of the Company held after the passing of that Act, and that the Election of Directors by the *Hayle* Shareholders subsequently to such Meeting should take place according to the Provisions of "The Companies Clauses Consolidation Act, 1845," so far as the same were consistent with the Provisions of the Act now in recital: And whereas the Portion of the said Main Line lying between the Towns of *Hayle* and *Penzance* has been constructed in manner aforesaid: And whereas certain Directors elected by the *Hayle* Shareholders are now in Office: And whereas the said Arrangement made by "The *West Cornwall* Railway Amendment Act, 1850," restricts the Amount of the Dividend payable to the *Hayle* Shareholders, and also limits the Powers of the Company in borrowing Money and dealing with forfeited Shares, and it would be beneficial both to the *Hayle* Shareholders and to the other Shareholders that that Arrangement should cease after the Expiration of the present Year: Be it therefore enacted, That upon the Thirty-first Day of *December* in the Year One thousand eight hundred and fifty-three the Clauses of "The *West Cornwall* Railway Amendment Act, 1850," relating to the said Arrangement, which in that Act are distinguished by the Numbers XVII., XVIII., XIX., XX., and XXI., shall be and the same are hereby repealed, but without Prejudice to the Payment and Appropriation of the Dividend to be declared on the Capital of the Company for the Half Year ending on the Thirty-first Day of *December* One thousand eight hundred and fifty-three, or to the Remedies of the *Hayle* Shareholders and the other Shareholders respectively for the Recovery of the same.

Retirement of Directors elected by Hayle Shareholders.

VII. That at the First Ordinary Meeting of the Company in the Year One thousand eight hundred and fifty-four the Directors elected by the *Hayle* Shareholders then being in Office shall go out of Office and cease to be Directors, and their Places shall be supplied by the Company as if they had been ordinary Directors of the Company, and had gone out of Office by Rotation at that Meeting; but each of the Directors so going out of Office may be re-elected a Director either immediately or at any Time thereafter.

Forfeited Shares may be cancelled.

VIII. That in all Cases where any Shares have been or shall hereafter be declared forfeited, and such Declaration of Forfeiture has been or shall hereafter be confirmed in manner required by "The Companies Clauses Consolidation Act, 1845," and Notice shall be given (by Order of an Extraordinary Meeting of the Company specially convened for considering the Mode of dealing with Shares forfeited and in arrear) in the *London Gazette*, and in a Newspaper of the County in which the principal Office of the Company shall be situate, of such Forfeiture or intended Forfeiture, and that such Shares will become cancelled if the Arrears of Calls, and the Interest due thereon, and any Expenses incurred by the Company by reason of the Nonpayment thereof, be not paid within the Space of One Calendar Month from the Publication of such Notices, then, if such Arrears, Interest, and Expenses be not paid within such last-mentioned Period, and the Market Price in the City of *London* of Shares in the Company of the same Class shall at the Expiration of such Period be such that the Produce of such forfeited Shares if then sold at that Price would be less than the aggregate Amount of the Arrears, Interest, and Expenses due and incurred in respect of such Shares, or if there shall be no Market Price in the City of *London* for Shares of the same Class at the Expiration of such Period, such Shares shall thereupon be and be deemed to be absolutely cancelled, and the Proprietor thereof shall thenceforth be precluded from all Right or Interest therein; and a Declaration, made by some credible Person not interested, before any Justice of the Peace, stating the Market Price of such Shares in the City of *London* at any Period mentioned in such Declaration, or that there was no Market Price for such Shares in the City of *London* at the Period so mentioned, shall be sufficient Evidence of the Facts stated therein.

Company may accept Surrenders of Shares.

IX. That the Directors may accept Surrenders of any other Shares in the Company from the Proprietors or Holders thereof, upon such Terms and Conditions as may be authorized by any Extraordinary Meeting of the Company specially convened for that Purpose; and all such Surrenders shall be by Deed under the Hands and Seals of such Proprietors, setting forth truly the Terms of such Surrenders, and duly stamped, and may be in the Form contained in the Schedule to this Act, or as near thereto as Circumstances will admit; and the Directors may affix the Common Seal of the Company to any such Surrenders, containing any Terms or Agreement on the Part of the Company only, or of both Parties thereto.

Merger of such Shares.

X. That all Shares so cancelled or surrendered shall merge in the Capital Stock of the Company, and thereupon all Right and Interest of the former Proprietors of such Shares therein shall cease, and be absolutely extinguished.

XI. That

Cancelling or Surrender not to extinguish Arrears, unless so agreed.

XI. That the cancelling of any such Shares, or the Acceptance of any such Surrender as aforesaid, shall not operate to discharge the Person whose Shares shall be so cancelled or surrendered from his Liability to pay any Calls, Arrears, or Interest then due thereon respectively, and any Expenses incurred by the Company as aforesaid, but the same shall be paid by him (after deducting therefrom, as regards cancelled Shares, the Market Value thereof (if any), ascertained as aforesaid), unless the contrary shall be expressly agreed on between him and the Directors, in which Case such Person shall be discharged from Liability in respect of the Shares so cancelled or surrendered to the Extent so determined and agreed upon.

As to Surrenders by Trustees, &c.

XII. That all Trustees, Executors, Administrators, Assignees of Bankrupts or Insolvents, and all Committees of the Estate of Lunatics or Idiots, in whose respective Names any Shares in the Undertaking shall for the Time being be standing in the Books of the Company, or who, in such Capacities, shall be entitled to the Receipt of the Dividends or Interest on any such Shares, may surrender such Shares or any of them, and such Surrenders respectively shall, as between the Surrenderors and the Company, be as valid as if such Executors and other Persons respectively were absolutely entitled in their own Right to the Shares so surrendered.

Power to issue new Shares in lieu of those cancelled, &c.

XIII. That the Company may, by the Order of any Extraordinary Meeting as aforesaid, from Time to Time create and issue new Shares in lieu and stead of any Shares which may have been so cancelled or surrendered as aforesaid, of such Amount as the Company may think fit: Provided always, that the full Value of the Shares to be so created and issued as last aforesaid shall not exceed the total Amount remaining unpaid upon the Shares so cancelled and surrendered as aforesaid.

Certain Clauses of 8 & 9 Vict. c. 16. extended to this Act.

XIV. That the Clauses of "The Companies Clauses Consolidation Act, 1845," distinguished by the Numbers LVII., LVIII., LIX., and LX., shall extend and apply to the new Shares created under the Powers of this Act: Provided always, that Ten Pounds *per Centum* on the Amount of any Share shall be the greatest Amount of any One Call which shall be made upon any such Share, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share, and Two Months at least shall be the Interval between every Two successive Calls.

Application of Capital.

XV. That all Capital raised by the Creation of such new Shares shall be applied only to the Purposes by this Act and the recited Acts authorized.

XVI. That

Application of Surplus existing Capital.

XVI. That the Company may apply to the Purposes by this Act authorized, any Monies by the recited Acts or either of them authorized to be raised by Shares or borrowing, or such Part of those Monies as shall not be required for the Purposes of the recited Acts.

Description of Works.

XVII. That it shall be lawful for the Company to make and maintain the Works and effect the Objects following; (that is to say,)

To enlarge and improve the Main Line by widening the same, and constructing an additional Railway thereon or by the Side thereof from the Point where the *Tresavéan* Branch joins the Main Line to the Bridge erected by the *West Cornwall* Railway Company, in the Parish of *Camborne* in the County of *Cornwall*, for the Parish Road which leads from the Town of *Camborne* to the Town of *Helston*, and from the Eastern End of the *Pennond*'s Viaduct of the Main Line in the Parish of *Camborne* to the Field in the Parish of *Gwinear* in the same County which on the Plans of the Main Line deposited as in the firstly-recited Act mentioned is numbered 29 as regards Lands in the said Parish of *Gwinear*:

To make and maintain a Railway, herein-after designated "the Extension Railway," commencing from and out of the Main Line in or near to a Close of Land which on the Plans of the Main Line deposited as in the first-recited Act mentioned is numbered 976 as regards Lands in the Parish of *Kenwyn*, and terminating in the said Parish of *Kenwyn* at a Point distant Fifteen Feet from the Southward Boundary Wall of *Gerras* Wharf:

To make and maintain a Railway, herein-after designated "the Junction Railway," commencing from and out of the Main Line of the *Cornwall* Railway as authorized, in a Field which on the Plans of that Main Line deposited with the Clerk of the Peace for the County of *Cornwall* is numbered 53 in the said Parish of *Kenwyn*, and terminating by a Junction with the said intended Extension Railway in or near a Field commonly called *Ostler Field*, numbered 254 on the Tithe Commutation Map of the said Parish of *Kenwyn*:

To maintain the *Hayle* Branch.

Power to make and maintain Railways according to deposited Plans.

XVIII. That inasmuch as Plans and Sections of the said Extension Railway and Junction Railway, of the intended Improvements, and of the said *Hayle* Branch, showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through which the same respectively pass or are intended to pass, have been deposited with the Clerk of the Peace for the County of *Cornwall*: Therefore, subject to the Provisions in this

this and the said recited Acts, and the several Acts incorporated herewith (so far as the same respectively are so incorporated,) contained, the Company may make and maintain the said Extension Railway, Junction Railway, and Improvements, and may maintain the *Hayle* Branch, in the respective Lines and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the respective Levels defined on the said Sections, and may enter upon, take, and use such of the said Lands as shall be necessary for those Purposes.

Level Crossings.

XIX. That, subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained in reference to the crossing of Roads on the Level, it shall be lawful for the Company, in the Construction of the Railways and Improvements by this Act authorized, and in the Maintenance of the *Hayle* Branch, to carry and maintain the same respectively on the Level across the several Roads and Highways mentioned in the Plans and described in the Books of Reference so deposited as last aforesaid, as follows; (that is to say,)

Parish	Number on Plan.	Description in Books of Reference so deposited as last aforesaid.
Kenwyn - -	74	The Truro, Penryn, and Redruth Turnpike Road.
Phillack - -	6	Turnpike Road.
Gwinear - -	63	Public Highway.
Illogan - -	104	Public Highway.
Camborne - -	42	Public Highway.
Camborne - -	101	Public Highway.

Company to erect a Station or Lodge at the Points of crossing, and abide by Rules, &c. of Board of Trade.

XX. That, for the greater Convenience and Security of the Public, the Company shall erect and permanently maintain either a Station or Lodge at a Point where the said Railways and Improvements by this Act authorized, and the *Hayle* Branch, respectively cross any of the before-mentioned Roads or Highways on the Level; and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing such Roads or Highways on the Level, or with regard to the Speed at which Trains shall pass such Roads or Highways, as may from Time to Time be made by the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations (herein-after called the Board of Trade); and if the said Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and

also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges instead of level Crossings.

XXI. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time hereafter to require the said Company, within such Time as the Board of Trade shall direct, and at the Expense of the said Company, to carry any or either of the herein-before mentioned Roads or Highways either over or under the Railway crossing the same by means of Bridge or Arch, in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing.

Inclination of a certain Road.

XXII. That in altering the Road which on the said Plans is numbered 14 in the Parish of *Kenwyn* the Company may make the said Road of any Inclination not steeper than One Foot in Ten Feet.

Gauge of new Works.

XXIII. That all the Provisions of the said recited Acts with reference to the Gauge of the Railways thereby authorized to be made, and the laying down of additional Rails thereon, shall extend and apply to the Railways and Improvements by this Act authorized to be made, and to the *Hayle* Branch, and for the Purposes of this Act those Provisions shall be read and construed as if the Words "Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations" had been inserted therein instead of the Words "Commissioners of Railways," wherever the latter Words occur.

Limiting Time for compulsory Purchase of Land.

XXIV. That the Powers of the Company for the compulsory Purchase of Land for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Limiting Time for Completion of Works.

XXV. That upon the Expiration of Five Years from the passing of this Act all the Powers hereby granted to the Company for constructing the Railway and other new Works hereby authorized shall cease to be exercised, except as to such Parts of the same as shall then be completed.

After Time limited, no Dividend to be paid on ordinary Capital until Completion of Works.

XXVI. That if on the Expiration of the Period limited by this Act for the Completion of the Extension Railway and Junction Railway by this Act authorized to be constructed those Railways shall not be completed and opened for public Traffic, no Dividend or Interest shall be paid on any Stock or Shares in the Capital of the Company (other than and except Stock and Shares on which Interest or Dividend may have been guaranteed, or to which any Preference or Priority in Payment of Interest or Dividend, or other Privileges, may have been

been attached) from the Expiration of that Period until the Railways by this Act authorized to be constructed shall be completed and opened for public Traffic.

Limiting Deviation of Line in Truro River.

XXVII. That where the said Railway is to be constructed within the Bed of the *Truro* River no Deviation of the said Railway shall be made further into such River than the Black continuous centre Line shown on the Parliamentary Plan deposited at the Admiralty, without the previous Sanction of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, by Writing under the Hand of the Secretary of the Admiralty, and then only in accordance with such Sanction.

Works below High-water Mark not to be executed without Consent of the Admiralty.

XXVIII. That it shall not be lawful for the Company to construct below High-water Mark at ordinary Spring Tides any Work hereby or otherwise authorized to be made, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions and Regulations as the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral may approve, such Approval being signified as last aforesaid; and where any such Work shall have been constructed it shall not be lawful for the Company at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Work shall be commenced or completed, or be altered or extended, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit.

Admiralty may cause local Survey to be made, at Expense of Company.

XXIX. That if at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, 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 to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the

Costs

Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

If Works affecting tidal Waters are abandoned, Admiralty may remove them.

XXX. That if any Work to be constructed by the Company in or across any tidal or navigable Water or River, or if any Portion of such Work which affects any such Water or River or Access thereto shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Open Space to be reserved near Garras Wharf.

XXXI. That the Company shall not construct any Works within Fifteen Feet of the South Wall of *Garras* Wharf, but shall leave an open Space so as to afford a convenient Access to the Shore of the *Truro* River of not less than Fifteen Feet in Width at the least between the said last-mentioned Wharf and the Station, Plot, or Works of the said Railway.

Tolls.

XXXII. That the Company may demand and receive, for the Use of the Railways by this Act authorized to be made, and for the Use of the *Hayle* Branch, and in respect of Engines and Carriages used on any of those Railways, any Tolls and Charges not exceeding the maximum Rates of Tolls and Charges authorized by the firstly herein-before recited Act (except as regards the Tolls for small Parcels, which are herein-after otherwise provided for).

Regulating new Tolls for small Parcels.

XXXIII. That for the Carriage of small Parcels on the Railways by this Act authorized to be constructed, and on the *Hayle* Branch, or any Part thereof, the Company may demand any Tolls not exceeding the Sums following; (that is to say,)

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

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Eightpence:

For any Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence:

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Two Shillings:

For any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Packages, such as Bags of Sugar, Coffee, Meal,

Meal, and the like, shall not be deemed small Parcels, but that Term shall apply only to single Parcels in separate Packages.

Cornwall Company may require additional Rails to be laid down on the Extension and Junction Railways.

XXXIV. That the *Cornwall* Railway Company may at any Time after the passing of this Act, and whether before or after the Completion of the Extension Railway and Junction Railway or either of them, require the Company, by Writing under the Seal of the *Cornwall* Railway Company addressed to the Secretary of the Company, and delivered to him, or left at the principal Place of Business of the Company, to lay down additional Rails upon the whole Length of the Extension Railway and Junction Railway, so as to adapt the same for the Use of Engines and Carriages constructed for the Broad Gauge of Seven Feet; and the Company shall and they are hereby required, at their own Expense, before any of the Railways by this Act authorized shall be opened for Traffic, (in case the said Notice shall be delivered or left as aforesaid more than Six Months prior to the Period at which the said Railways shall be opened for Traffic, or within Six Months after such Notice shall have been delivered or left,) in case such Notice shall not have been delivered or left as aforesaid Six Months previous to such opening, lay down and permanently maintain upon the whole of the Extension Railway and Junction Railway such additional Rails adapted to the Broad Gauge of Seven Feet of the *Cornwall* Railway as may be necessary or convenient for allowing the free and uninterrupted Passage of Engines, Carriages, Waggons, and Trucks over the whole of the Extension Railway and Junction Railway to or from the *Cornwall* Railway, and the said additional Rails shall be laid down and maintained in such Manner as the Joint Committee herein-after mentioned, or their Umpire, may direct.

After the additional Rails are laid down Cornwall Railway Company to have Power to run over Extension Railway and Junction Railway, and the Use of Stations, &c.

XXXV. That immediately after the said additional Rails shall have been laid down the *Cornwall* Railway Company may use and run over, with their Engines, Carriages, and Trucks, and with the Engines, Carriages, and Trucks of any Company using the *Cornwall* Railway, the whole of the Extension Railway and Junction Railway, together with the Watering Places, Sidings, Platforms, Booking or other Offices, Warehouses, Buildings, Approaches, and all other Works or Conveniences of every Description belonging or attached to the said Extension Railway and Junction Railway, on such Terms and Conditions, and upon Payment of such Tolls or other Charges, as may from Time to Time be directed by the Joint Commitee herein-after mentioned, or their Umpire, and the *Cornwall* Railway Company shall be entitled to all such Facilities for using the said Railways, Watering Places, Sidings, Platforms, Booking or other Offices, Warehouses, Buildings, Approaches, and other Works and Conveniences as may from Time to Time be possessed by the Company.

A Joint Committee to be appointed.

XXXVI. That within One Month after the *Cornwall* Railway Company shall have given or left such Notice as aforesaid the Directors of the Company and the Directors of the *Cornwall* Railway Company shall, out of each of their respective Bodies, nominate Three Members to form a Joint Commitee of Six; and such Joint Committee shall have the Control, Management, Arrangement, and Direction of the Use by the *Cornwall* Railway Company of the Extension Railway and Junction Railway, and all Works connected therewith, and of their Traffic thereon, but the Joint Committee shall not in any way suspend or alter the Provisions herein-after contained with reference to the level crossing of the *Cornwall* Railway.

Evidence of Appointment.

XXXVII. That a Certificate of the Appointment of any Member of the said Joint Committee in Writing under the Hands of any Three of the Directors for the Time being of the Company or the *Cornwall* Railway Company, as the Case may require, shall be conclusive Evidence of such Appointment.

Continuance in Office of Joint Committee.

XXXVIII. That the Persons so appointed to act on the said Joint Committee shall continue to be Members of such Committee until they shall respectively be removed from Office, or shall die, resign, or become disqualified to act upon such Joint Committee by ceasing to be Directors of the Company on whose Behalf they were appointed; and the Directors of the said Companies may respectively from Time to Time revoke the Appointment of any Member or Members of such Joint Committee whom they may respectively have appointed, and may from Time to Time respectively appoint another Member or other Members of their own Body to act upon such Joint Committee, instead of any Member or Members thereof who may be removed as aforesaid, or who may have died, resigned, or become disqualified as aforesaid.

Meetings of Joint Committee.

XXXIX. That the said Joint Committee shall hold Meetings at such Times as they shall appoint for the Purpose, and may meet and adjourn as they think proper, from Time to Time and from Place to Place; and in order to constitute a Meeting of such Committee there shall be present an even Number of Members, not being less than Four, of whom not more than One Half shall be Members acting on behalf of the same Company.

Any Two Members of Joint Committee may require a Meeting to be called.

XL. That any Two Members of the said Joint Committee may at any Time require a Meeting of such Joint Committee to be called, and Notice of such Meeting shall be given by Circular delivered to or sent by Post to or left at the Residence of each of the Members of such Joint Committee, and in such Circular shall be expressed the Object of such Meeting.

XLI. That

Votes.

XLI. That at all Meetings of the said Joint Committee One of the Members present shall be appointed Chairman, and each Member shall be entitled to One Vote, and all Questions at any Meeting of the Committee shall be determined by a Majority of the Votes of the Members present; and in case of an Equality of Votes all such Questions shall be determined by an Umpire to be appointed as hereinafter provided.

Umpire to be appointed by Joint Committee.

XLII. That at the First Meeting of any such Joint Committee appointed under this Act such Committee shall, before proceeding to any other Business, appoint some Person, not being a Director of either of the said Companies, to act as Umpire, to decide all Questions upon which there may be an Equality of Voices upon such Joint Committee; and such Umpire shall continue in Office until he shall die, resign, or be removed from Office by a Vote of the Joint Committee.

Umpire may be appointed by Board of Trade, if not appointed by Joint Committee.

XLIII. That in case the said Joint Committee shall at any Time be equally divided upon the Question of the Person to be appointed to act as Umpire, the Board of Trade may appoint a Person to act as Umpire in the first instance, or in the Stead of any Umpire who, having been appointed, may die, resign, be removed, or refuse to act.

Until an Umpire is appointed, no Business is to be transacted by Joint Committee.

XLIV. That no Business shall be transacted by the said Joint Committee until an Umpire shall have been appointed or re-appointed by them, or by the Board of Trade, (as the Case may require,) and until such Umpire shall in either Case have signified his Willingness to act, and no Business shall at any Time be transacted while the Office of Umpire shall be vacant.

Regulating the crossing Cornwall Railway on the Level.

XLV. That inasmuch as the Extension Railway is intended to cross the *Cornwall* Railway on the Level of the same at or near *Penwithers*, and it is expedient that due Provision should be made for preventing all Danger or Inconvenience and all Interruption in the Traffic on the said *Cornwall* Railway owing to such Mode of crossing thereof: Therefore it shall not be lawful for the Company, or for any Person using their Railway, to cross the said *Cornwall* Railway, with any Engines or Carriages, excepting at such Times, and at such Speed, and under such Byelaws and Regulations, as the *Cornwall* Railway Company shall from Time to Time determine; and if any Engines or Carriages employed on the Extension Railway shall cross the *Cornwall* Railway otherwise than as the said *Cornwall* Railway Company shall have so authorized as aforesaid, the Company shall be liable for each such Default to a Penalty of Thirty Pounds, payable to the *Cornwall* Railway Company: Provided always, that if any Dispute shall arise between the said Companies as to the Propriety or Expediency of any such

such Byelaws or Regulations as aforesaid, or as to the Construction thereof, such Dispute shall, at the Requisition of either Company, be determined by the Board of Trade.

Precautions against Danger.

XLVI. That the Company shall not in any Manner interfere with the said *Cornwall* Railway so proposed to be crossed on the Level, or any of the Lands or Works belonging thereto, except only according to such Plans and in such Manner as shall be previously approved of in Writing by the Engineer for the Time being of the *Cornwall* Railway Company; and all Works in connexion with the said *Cornwall* Railway so proposed to be crossed on the Level, and the level Crossing of such Railway, and all Signals, Lodges, Gates, Sidings, or other Works which may be necessary or proper in consequence of such level Crossing, shall be constructed, completed, and maintained, at the sole Expense of the Company, under the Superintendence and Direction of the Engineer for the Time being of the *Cornwall* Railway Company, and in such Manner as not in anywise to endanger or interfere with the Security of the said *Cornwall* Railway, or to impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same; and it shall be lawful for the said *Cornwall* Railway Company from Time to Time to require all such Precautions to be taken by the Company, and all such Signals, Lodges, Gates, or other Works to be constructed or erected by the Company, at their sole Expense, and for ever thereafter to be maintained by the Company, as may seem to the Engineer for the Time being of the said *Cornwall* Railway Company expedient for protecting the said *Cornwall* Railway from Injury, or the Traffic thereon from Interruption, and the Company shall be bound and are hereby required from Time to Time to adopt such Precautions and construct and maintain such Works; and the Company shall from Time to Time half-yearly repay to the *Cornwall* Railway Company any Sums which may have been expended by the *Cornwall* Railway Company in paying the Wages of Watchmen, Signalmen, Switchmen, or other Persons stationed by the *Cornwall* Railway Company at the said level Crossing, and in default of Payment the *Cornwall* Railway Company may recover such Sums from the Company in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the said Companies as to the Propriety, Necessity, or Expediency of any such Requirements or Works, such Dispute shall, on the Requisition of either Company, be determined by the Board of Trade.

How Communication between Junction Railway and Cornwall Railway to be made.

XLVII. That all Communications between the said Junction Railway and the *Cornwall* Railway, and all Works in or upon the said *Cornwall* Railway, or upon the Property of the said *Cornwall* Railway Company, which may be necessary or convenient for effecting such Communications, shall be made under the Direction and Superintendence

ence of the Engineer for the Time being of the *Cornwall* Railway Company.

Damage to be made good, &c.

XLVIII. That if by reason of any of the Works or Proceedings of the Company the *Cornwall* Railway or any of the Works connected therewith shall from Time to Time be injured or damaged, such Injury or Damage shall be forthwith from Time to Time made good by the Company, at their own Expense; or in the event of their failing so to do, then the said *Cornwall* Railway Company may from Time to Time make good such Injury or Damage, and recover the Expense thereof against the Company; and if any Interruption shall be occasioned to the Traffic of the *Cornwall* Railway by reason of any of the Operations of the Company in constructing or maintaining the Works by this Act authorized, the Company shall from Time to Time pay the said *Cornwall* Railway Company all Costs and Expenses to which they may be put by reason of such Interruption, as well as full Compensation for any Loss sustained by them by reason of such Interruption.

Penalty for interrupting Traffic on Cornwall Railway.

Saving Rights of the Cornwall Railway Company.

XLIX. That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the said *Cornwall* Railway Company, but all their Rights, Privileges, Powers, and Authorities are hereby expressly saved and reserved; nor shall anything herein contained extend or be deemed or construed to extend to authorize or enable the Company, in making, constructing, or maintaining the said Extension Railway and Junction Railway, to take or enter upon the Lands or Grounds belonging to the said *Cornwall* Railway Company, or to alter, vary, or interfere with the said *Cornwall* Railway or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the said *Cornwall* Railway Company in every Instance for that Purpose first had and obtained.

Saving Rights of Corporation of Truro.

L. That nothing in this Act contained shall extend or be deemed or construed to extend to diminish, alter, or take away any of the Rights, Property, Tolls, Revenues, Powers, or Privileges lawfully vested in or belonging to the Mayor, Aldermen, and Burgesses of the Borough of *Truro* in the County of *Cornwall*, or to enable the Company to take any Lands or Property belonging to the said Mayor, Aldermen, and Burgesses, without their Consent in Writing under their Common Seal in every instance first had and obtained.

Saving the Rights of Her Majesty and the Duke of

LI. That nothing contained in this Act, or in the Acts herein recited or referred to, shall extend to authorize the Company to purchase, take, use, or interfere with any Land, Soil, or Water, or any Rights in

Cornwall in right of the Duchy.

in respect thereof, belonging to Her Majesty in right of the Duchy of *Cornwall*, without the Consent in Writing of Two or more of the principal Officers of the said Duchy, and which Consent such principal Officers or any Two of them are hereby authorized and empowered to give, or belonging to the Duke of *Cornwall* for the Time being, without the Consent of the said Duke, testified in Writing under the Privy Seal of the said Duke, first had and obtained for that Purpose, or to prejudice, diminish, alter, or take away any of the Rights, Profits, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

Saving the Rights of the Crown.

LII. That nothing whatsoever contained in this Act, or in any of the Acts herein referred to, shall extend to authorize the Company to purchase, take, use, or otherwise interfere with any Foreshore, Mudland or other Land, Soil, Tenements or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, first had and obtained for that Purpose, and which such Commissioners or Commissioner are and is hereby authorized and empowered to give, or to divest, prejudice, diminish, alter, or take away any of the Estates, Rights, Privileges, Powers, or Authorities which now are or hereafter may be vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Expenses of Act.

LIII. That the Costs and Expenses incurred in obtaining this Act, and all Expenses preparatory and relating thereto, shall be paid by the Company.

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

LIV. That 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 the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing hereinbefore 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 of the "Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

LV. That it shall not be lawful for the Company, out of any Money authorized by this Act or any other Act relating to the Company to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament,

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 execute any other Work or Undertaking.

Railways to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. c. 57., and 14 & 15 Vict. c. 64.

LVI. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the Fifteenth Year of the Reign of Her said Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the Railways and Works hereby authorized to be made or improved, or the *Hayle* Branch, from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways and Works and the *Hayle* Branch respectively, so far as the same shall be applicable thereto.

Railways not exempt from Provisions of future General Acts.

LVII. That nothing herein contained shall be deemed or construed to exempt the Railways by this or the said recited Acts authorized to be made or improved, or the *Hayle* Branch, from the Provisions of any General Acts relating to such Acts, or of any General Acts relating to Railways, or to the better and 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, and of the Tolls for small Parcels, authorized by the said recited Acts or this Act.

The SCHEDULE referred to in the foregoing Act.

Form of Surrender of Shares.

THIS Deed, made the Day of
18 , between of
of the one Part, and the West Cornwall Railway Company of the other Part, witnesseth, that [*here add, if any Money Consideration is to be paid by the Company,* "in consideration of the Sum of of lawful Money of Great Britain to paid by the said Company"] the said doth hereby surrender unto the said Company all those Shares in the Capital and Undertaking of the said Company which in the Books of the said Company are distinguished by the respective Numbers
and all his Right, Title, and Interest therein and thereto, to the Intent that the same may be absolutely merged and extinguished [*here add the following Provision, if intended,* "and it is hereby agreed that the said [*Surrenderor*] shall be henceforth discharged from all Calls and Liabilities in respect of the Shares hereby surrendered, *and any other Terms and Conditions intended*"]. In witness whereof the said [*Surrenderor*] hath hereunto set his Hand and Seal, and the said Company have caused their Common Seal to be hereunto set and affixed, on the Day and Year first before written.

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