



ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

# VICTORIÆ REGINÆ.

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*Cap. cclxxxix.*

AN Act for incorporating the *Launceston, Bodmin, and Wadebridge Junction* Railway Company, and authorizing them to make and maintain the *Launceston, Bodmin, and Wadebridge Junction* Railway, and for authorizing Arrangements between that Company and the *Okehampton* Railway Company; and for other Purposes.

[29th July 1864.]

**W**HEREAS the making and maintaining of a Railway commencing by a Junction at *Launceston* with the *Launceston and South Devon* Railway, and terminating by a Junction with the *Bodmin and Wadebridge* Railway at or near to the Termination of that Railway at *Wenford Bridge*, would be of local and public Advantage: And whereas the Persons in that Behalf in this Act named, with others, are willing at their own Expense to carry the Undertaking into execution, on being incorporated into a Company with adequate Powers for the Purpose: And whereas it is expedient that Working and Traffic Arrangements between the Company on the one hand, and "the *Okehampton* Railway Company" (in this

[*Local.*]

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Act called "the *Okehampton* Company") on the other hand, be authorized: And whereas Plans and Sections showing the Lines and Levels of the intended Railway, and the Lands by this Act authorized to be acquired for the Purposes thereof, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the Clerk of the Peace for the County of *Cornwall*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained 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. **1.** This Act may for all Purposes be cited as "*The Launceston, Bodmin, and Wadebridge Junction Railway Act, 1864.*"

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," and Part I. (relating to Cancellation and Surrender of Shares) of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part 1. (relating to Construction of a Railway), and Part 3. (relating to Working Agreements) of "The Railways Clauses Act, 1863," (save so far as any of the Sections or Provisions of those Acts and Parts respectively are expressly excepted or varied by this Act,) are incorporated with and form Part of this Act.

Same Meaning to Words in incorporated Acts as in this Act.  
**3.** The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; provided that the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute, and the Words "Share" and "Shareholders" include when requisite "Stock" and "Stockholders."

Company incorporated.  
**4.** *Francis Rodd, John Christopher Baron Lethbridge, John Ching, Thomas Martyn, George Browne Collins,* and all other Persons and Corporations who have already subscribed or hereafter subscribe to the Undertaking or take Shares of the Capital of the Company,

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Company, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the *Launceston, Bodmin, and Wadebridge Junction Railway* and other Works by this Act authorized, and for those Purposes are by this Act incorporated by the Name of "The *Launceston, Bodmin, and Wadebridge Junction Railway Company*," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, sell, and otherwise dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to carry this Act in all respects into execution.

5. The Capital of the Company shall be Two hundred and fifty thousand Pounds in Twenty-five thousand Shares of Ten Pounds each. Capital.

6. 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 shall have been paid up in respect thereof. Shares not to issue until One Fifth paid up.

7. Two Pounds Ten Shillings a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and not more than Three Fourths of the Amount of a Share shall be the aggregate Amount of Calls payable in any One Year on any Share. Calls.

8. The Company from Time to Time may borrow on Mortgage for the Purposes of their Undertaking any Sums not exceeding in the whole Eighty-three thousand Pounds: Provided that the Company shall not borrow on Mortgage any Part of that Sum until the whole of their Capital under this Act is subscribed for or taken, and One Half thereof is paid up, and until the Company shall have proved to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for the whole of the Capital have been issued and taken *bonâ fide*, and that not less than Twenty *per Centum* has been paid on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares are *bonâ fide* held by Subscribers or their Assigns, or for which such Subscribers or their Assigns are legally liable, of which Proof having been given the Certificate of the Justice under that Section shall be sufficient Evidence. Power to borrow on Mortgage.

9. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their Mortgages Arrears may be enforced by Appoint-

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ment of a Receiver.

Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Eight thousand Pounds.

Application of Monies.

**10.** The Monies from Time to Time raised by the Company by Shares and by borrowing respectively shall be applied only to Purposes of the Company's Undertaking.

First and subsequent Ordinary Meetings.

**11.** The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings shall be held in the Months of *February* and *August* in every Year, or at such other Times as the Company by the Resolution of a General Meeting from Time to Time determine.

Number and Quorum of Directors.

**12.** The Number of Directors shall be Five, and the Quorum of a Meeting of the Directors shall be Three.

Qualification of Directors.

**13.** The Qualification of a Director shall be the holding in his own Right of Shares of the Capital of the Company to the aggregate nominal Amount of at least Five hundred Pounds.

First Directors.

**14.** *Francis Rodd, John Christopher Baron Lethbridge, John Ching, Thomas Martyn, and George Browne Collins* shall be the First Directors.

Retirement of First Directors.

**15.** The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting of the Company, and at that Meeting the Shareholders present, either in person or by proxy, may either continue in Office those Directors or any of them, or elect new Directors to supply the Place of such of them as are not so continued in Office, the retiring Directors being, if qualified, re-eligible, and thereafter the Directors shall retire and be elected in accordance with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

Newspaper for Advertisements.

**16.** The Newspaper for Advertisements shall be any Newspaper published in the County of *Cornwall*.

Power to take Lands for Railway and Works authorized by Act.

**17.** For the Purposes of the Railway and Works by this Act authorized, and for carrying this Act into effect, and subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated herewith, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as the Company from Time to Time think expedient.

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

19. The Company by Agreement from Time to Time may purchase any Quantity of Land not exceeding in the whole Two Acres for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act. Lands for extraordinary Purposes.

20. Subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated herewith, the Company from Time to Time may make the Railway and Works by this Act authorized in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, and so far as the Railway and Works are shown on the deposited Plans and Sections may make the same in the Lines and in accordance with the Levels shown thereon. Power to make Railway and Works authorized by Act.

21. The Railway and Works by this Act authorized comprise the following Railway, with all proper and sufficient Sidings, Stations, Approaches, Works, and Conveniences; (that is to say,) Railway and Works authorized by Act.

A Railway commencing in the Parish of *Saint Stephens by Launceston* in the County of *Cornwall* by a Junction with the *Launceston and South Devon* Railway, and terminating in the Parish of *Simonward* (otherwise *Saint Breward*) in the same County by a Junction with the *Bodmin and Wadebridge* Railway at or near to the Termination of that Railway.

22. The Company may make the several Roads next herein-after mentioned, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads: Inclination of certain Roads.

No.	Parish.	Description of Road.	Inclination.
32	Alternun -	Public Road	1 in 7.
88	Alternun -	Public Road	1 in 10 on one Side and level on the other.
102	Alternun -	Public Road	1 in 11 on one Side and level on the other.
143	Alternun -	Public Road	1 in 12 on one Side and level on the other.
42	Saint Cleather	Public Road	1 in 17 on one Side and level on the other.
27	Lanteglos -	Public Road	1 in 15 on one Side and level on the other.
124	Advent -	Public Road	1 in 12 on one Side and level on the other.
9	Saint Breward	Public Road	1 in 9½.
84	Saint Breward	Public Road	1 in 6 on one Side and level on the other.
109	Saint Breward	Public Road	1 in 6.
162	Saint Breward	Public Road	1 in 15 on one Side and level on the other.

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Width of certain Bridges over Railway.

**23.** The Width between the Parapets of the Bridges or Viaducts for carrying the Roads next herein-after mentioned over the Railway may be of the respective Dimensions mentioned in connexion with those Roads :

No.	Parish.	Description.	Proposed Width between Parapet.
35	Hamlet of Saint Thomas	Turnpike Road -	25 Feet.
17a	Saint Thomas the Apostle	Public Highway -	15 Feet.
19			
48	Trewen - - -	Parish Road - - -	12 Feet.
143	Alterman - - -	Parish Road - - -	12 Feet.
16	Saint Cleather - - -	Parish Road - - -	15 Feet.
42	Saint Cleather - - -	Parish Road - - -	12 Feet.
11	Davidstowe - - -	Parish Road - - -	12 Feet.
19	Davidstowe - - -	Parish Road - - -	20 Feet.
5	Advent - - -	Parish Road - - -	20 Feet.
41	Advent - - -	Parish Road - - -	15 Feet.
72	Advent - - -	Parish Road - - -	15 Feet.
87	Advent - - -	Parish Road - - -	15 Feet.
145	Advent - - -	Parish Road - - -	15 Feet.
72	Saint Breward - - -	Road - - -	15 Feet.

Span of certain Bridges under Railway.

**24.** The Span of the Arches or Girders of the Bridges or Viaducts for carrying the Railway over the Roads next herein-after mentioned may be of the respective Dimensions mentioned in connexion with those Roads :

No.	Parish.	Description.	Proposed Span.
72	Saint Stephens - - -	Parish Road - - -	20 Feet.
73	Saint Stephens - - -	Parish Road - - -	20 Feet.
44	Saint Thomas the Apostle	Parish Road - - -	20 Feet.
45	Saint Thomas the Apostle	Parish Road - - -	20 Feet.
69	Trewen - - -	Parish Road - - -	20 Feet.
32	Alternun - - -	Parish Road - - -	20 Feet.
88	Alternun - - -	Parish Road - - -	20 Feet.
102	Alternun - - -	Parish Road - - -	20 Feet.
165	Alternun - - -	Parish Road - - -	20 Feet.
8	Advent - - -	Parish Road - - -	20 Feet.
27	Lanteglos - - -	Parish Road - - -	20 Feet.
124	Advent - - -	Parish Road - - -	20 Feet.
9	Saint Breward - - -	Parish Road - - -	20 Feet.
49	Saint Breward - - -	Parish Road - - -	20 Feet.
84	Saint Breward - - -	Road - - -	20 Feet.

As to Communications with the Bodmin and Wadebridge Railway.

**25.** The Communication between the Railway and the *Bodmin and Wadebridge* Railway shall be made only at such Point thereon, within the Limits of Deviation, as the *Bodmin and Wadebridge* Railway

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way Company in Writing under their Common Seal approve; and such Communication, and all Works at or near the Junction hereby authorized with that Railway which may be made for the Reception, Accommodation, and Delivery of the Traffic of the Company, whether on the Land of the Company or on the Land of the *Bodmin and Wadebridge* Railway Company, shall be made by the *Bodmin and Wadebridge* Railway Company at the sole Expense of the Company, and, except only so far as the Company and the *Bodmin and Wadebridge* Railway Company otherwise agree, or according to the Terms and Conditions from Time to Time agreed on between them, the same shall be for ever thereafter maintained and kept in good Repair by the *Bodmin and Wadebridge* Railway Company at the Expense of the Company; and such Communication and Works shall be made and maintained in such Manner and by such Means only as shall not in anywise injure or prejudice the Railway, or the Works or Property of the *Bodmin and Wadebridge* Railway Company, or the free and uninterrupted Use thereof by that Company, or interfere with the Traffic thereon: Provided always, that the Junction of the Railway with the *Bodmin and Wadebridge* Railway shall not, without the Consent in Writing of the *Bodmin and Wadebridge* Railway Company under their Common Seal, be made immediately with the Line of the *Bodmin and Wadebridge* Railway as shown on the deposited Plans of the Railway, but a proper and sufficient intermediate Siding, with all necessary and convenient Works in connexion therewith, shall be made and maintained by the Company parallel to that Line, and a convenient Junction between that intermediate Siding and that Line shall, subject to the Provisions of this Act, be made and maintained on such Terms and Conditions as the Company and the *Bodmin and Wadebridge* Railway Company agree.

26. No Land belonging to the *Bodmin and Wadebridge* Railway Company shall be taken by the Company without the Consent in Writing of the *Bodmin and Wadebridge* Railway Company under their Common Seal first had and obtained: Provided always, that the Company may purchase and take from the *Bodmin and Wadebridge* Railway Company, and that Company shall, if so required by the Company, grant in perpetuity to the Company, an Easement or Right of using, for the Purposes of the intended Junction of the Railway with the *Bodmin and Wadebridge* Railway Company, and for the Purpose of the Works and Conveniences necessary in connexion with that Junction, such Parts of the Lands of the *Bodmin and Wadebridge* Railway Company as are necessary for those Purposes.

Land of the *Bodmin and Wadebridge* Railway Company not to be taken without Consent.

27. The

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Provisions  
as to Gauge  
of Railway.

27. The Railway by this Act authorized shall be constructed, maintained, and worked upon the Narrow Gauge, but the following Provisions shall have Effect; (that is to say,)

- (A.) If within Six Months after the passing of this Act the *Launceston and South Devon* Railway Company, by Writing under their Common Seal, shall require the Company to construct the Railway so as to admit of the laying down thereon of an additional Rail for the Passage of Engines and Carriages adapted to the Broad Gauge, and shall bind themselves to pay, and shall within Twelve Months after the passing of this Act pay, to the Company Ten thousand Pounds, then the Company shall make the Tunnels and the Bridges over the Railway of the Size proper and sufficient to admit of the Railway being constructed, maintained, and worked upon the Broad Gauge as well as upon the Narrow Gauge, and shall acquire the Lands requisite for the Purpose:
- (B.) The Ten thousand Pounds so paid to the Company shall be applied by them in or towards defraying the Expenses in and about executing the Works and acquiring the Lands for admitting of the Railway being constructed, maintained, and worked on the Broad Gauge, which they would not incur if the Railway were constructed, maintained, and worked only on the Narrow Gauge:
- (C.) If those extra Expenses do not amount to Ten thousand Pounds, then the Company shall repay the Balance to the *Launceston and South Devon* Railway Company:
- (D.) If the Two Companies differ as to the Amount of those Expenses, then the Amount thereof shall be ascertained by a competent and impartial Civil Engineer, to be, on the Application of the Two Companies or either of them, named for the Purpose by the Board of Trade:
- (E.) If at any Time after Payment of the Ten thousand Pounds by the *Launceston and South Devon* Railway Company to the Company it shall be made appear to the Board of Trade to be requisite for the Public Service, the Company shall, on the Requirement of the Board, lay down or permit to be laid down on all or any Part of the Railway an additional Rail or additional Rails for the Passage of Engines and Carriages adapted to the Broad Gauge, and the Board may make such Order and Direction relative to the Cost of laying down and maintaining the additional Rail or additional Rails, and the Charges to be made for the Use thereof, as the Circumstances of the Case require:

(F.) If



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(F.) If an additional Rail or additional Rails adapted to the Broad Gauge shall, upon the Requirement of the Board of Trade, be laid down on all or any Part of the Railway, any Company which shall have a Line upon the Broad Gauge connected or communicating therewith shall have the Right to run over or use the Railway, or any Part thereof, on which the additional Rail or additional Rails shall be so laid down, on Payment of such Consideration (having regard to the Cost of laying down the additional Rail or additional Rails, if the same shall be done by the Company), and on such Terms and subject to such Conditions, as shall be agreed upon, or as, failing Agreement, shall, on the Application of the Company having the Right, be determined by the Board of Trade.

28. Provided, That the Company, and any Company having a Railway on the Broad Gauge in connexion with the Railway of the Company, may at any Time, and whether the preceding Provisions shall have been complied with or not, enter into and carry into effect such Agreements with reference to adapting the Railway, or any Part thereof, to the Broad Gauge as well as the Narrow Gauge, and the Cost thereof, as they from Time to Time think fit.

Power to agree as to Gauge.

29. The Communication between the Railway and the *Launceston and South Devon* Railway shall be made only at such Point thereon, within the Limits of Deviation, as the *Launceston and South Devon* Railway Company and the Company agree; and such Communication, and all Works at or near the Junction hereby authorized with that Railway which may be made for the Reception, Accommodation, and Delivery of the Traffic of the Company, whether on the Land of the Company or on the Land of the *Launceston and South Devon* Railway Company, shall be made by that Company at the sole Expense of the Company, and, except only so far as the Company and the *Launceston and South Devon* Railway Company otherwise agree, or according to the Terms and Conditions from Time to Time agreed on between them, the same shall be for ever thereafter maintained and kept in good Repair by the *Launceston and South Devon* Railway Company at the Expense of the Company; and such Communication and Works shall be made and maintained in such Manner and by such Means only as shall not in anywise injure or prejudice the Railway, or the Works or Property of the *Launceston and South Devon* Railway Company, or the free and uninterrupted Use thereof by that Company, or interfere with the Traffic thereon: Provided always, that the Junction of the Railway with the *Launceston and South Devon* Railway shall not, without the Consent in Writing of the *Launceston and South Devon* Railway Company under their Common Seal, be made immediately with the Line of the *Launceston*

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and South Devon Railway as shown on the deposited Plans of the Railway, but a proper and sufficient intermediate Siding, with all necessary and convenient Works in connexion therewith, shall be made and maintained by the Company parallel to that Line, and a convenient Junction between that intermediate Siding and that Line shall, subject to the Provisions of this Act, be made and maintained on such Terms and Conditions as the Company and the *Launceston and South Devon Railway Company* agree: Provided also, that if any Difference shall arise between the Company and the *Launceston and South Devon Railway Company* touching any of the Matters comprised in this Section, the same shall be settled by an Arbitrator to be appointed by the Board of Trade on the Application of either Company, and the Costs of the Arbitration shall be in the Discretion of the Arbitrator.

Certain Land of Launceston and South Devon Company not to be taken without Consent.

**30.** Provided always, That it shall not be lawful for the Company, without the Consent in Writing of the *Launceston and South Devon Railway Company*, (except for the Purpose of forming the Communication with the *Launceston and South Devon Railway* as hereinbefore mentioned,) to enter upon, take, or use any of the Land now belonging to the *Launceston and South Devon Railway Company*, or which that Company are authorized to acquire, situate to the Northward of the Line of Demarcation A, B, C, D, E, & F, coloured Blue on a Plan marked G, and dated the 18th Day of July 1864, and signed in Duplicate by *William Robert Galbraith* Esquire, the Engineer of the Company, and by *Peter John Margary* Esquire, the Engineer of the *Launceston and South Devon Railway Company*, one Part of which Plan is in the Custody of the Company, and the other Part thereof in the Custody of the *Launceston and South Devon Railway Company*.

Period for Completion of Railway.

**31.** The Line of Railway by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Bond for Completion of Railway.

**32.** Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to the Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Nineteen thousand six hundred Pounds, being Eight *per Centum* upon Two hundred and forty-five thousand Pounds, the Amount of the Estimate in respect of the Railway by this Act authorized, has been deposited with the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything in that Act, the Sum so deposited, or the Interest or Dividends thereof, shall not,

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not, except upon the Execution and Deposit of the Bond 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 lodged in pursuance of that Act, or the Survivors or Survivor of them, unless the Company before the Expiration of the Period limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half; and if that Period expire before the Company either open the Railway for the public Conveyance of Passengers, or give the Proof to the Satisfaction of the Board of Trade, the Sum so deposited, and the Interest and Dividends thereof, shall, immediately from and after the Expiration of that Period, be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then 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: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of that Sum be executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of, and the Sureties to be approved by, the Solicitor to the Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum if the Company do 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 Board of Trade that the Company have paid up One Half of the Amount of Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half, and if the Bond be deposited with the Solicitor to the Treasury, then that Sum of Money, and the Interest or Dividend thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies recovered on the Bond shall be dealt with in like Manner as the deposited Sum of Money, and the Interest or Dividends thereof, would be dealt with under this Act if the Bond were not so executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

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Tolls on  
Railway.

**33.** The Company from Time to Time may demand and take any Tolls for the User of the Railway, and Carriages, Waggons, or Trucks, and Locomotive Engines respectively, not exceeding the following; (that is to say,)

Tonnage.

With respect to all Things conveyed on the Railway or any Part thereof, and included within the following Classes, as follows:

Class 1. For all Coals, Coke, Culm, Charcoal, and Cinders, Compost, Dung, all Sorts of Manure, Lime and Limestone, all undressed Materials for the Repair of Roads and Highways, all Stones for building, pitching, and paving, all Bricks, Tiles, Slate, Clay, Sand, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other like Description of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, One Penny a Ton a Mile;

And if conveyed in Carriages provided by the Company, an additional Halfpenny a Ton a Mile;

And if propelled by an Engine provided by the Company, a further Halfpenny a Ton a Mile:

Class 2. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Vices, Anvils, and Chains, Threepence a Ton a Mile;

And if conveyed in Carriages provided by the Company, an additional One Penny a Ton a Mile;

And if propelled by an Engine provided by the Company, a further One Penny a Ton a Mile:

Class 3. For all Cotton and other Wools, Drugs, manufactured Goods, and Fish, and all other Things, Fourpence a Ton a Mile;

And if conveyed in Carriages provided by the Company, an additional One Penny a Ton a Mile;

And if propelled by an Engine provided by the Company, a further One Penny a Ton a Mile:

Class 4. 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), Threepence a Mile;

And if conveyed on a Truck provided by the Company, an additional Three Halfpence a Mile;

And if propelled by an Engine provided by the Company, a further Three Halfpence *per* Mile;

And for every additional Quarter of a Ton or Fraction of a Quarter of a Ton above One Ton which the Carriage weighs, an additional One Penny a Mile;

And if conveyed on a Truck provided by the Company, a further One Penny a Mile;

And if propelled by an Engine provided by the Company, a still further One Penny a Mile.

With

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With respect to all Animals conveyed in Waggon on the Railway, or any Part thereof, and included within the following Classes, as follows : Tolls for  
Animals.

Class 5. For every Horse, Mule, Ass, or other Beast of Draught or Burden, Twopence a Mile ;

And if conveyed in a Waggon provided by the Company, an additional One Penny a Mile ;

And if propelled by an Engine provided by the Company, a further One Penny a Mile :

Class 6. For every Ox, Cow, Bull, or Neat Cattle, Three Halfpence a Mile ;

And if conveyed in a Waggon provided by the Company, an additional Three Farthings a Mile ;

And if propelled by an Engine provided by the Company, a further Three Farthings a Mile :

Class 7. For every Calf, Pig, Sheep, Lamb, or other small Animal, Twopence a Mile ;

Or if Six at least be carried, One Penny a Mile ;

And if conveyed in a Waggon provided by the Company, an additional One Halfpenny a Mile ;

And if propelled by an Engine provided by the Company, a further One Halfpenny a Mile.

With respect to Passengers conveyed in Carriages on the Railway or any Part thereof, as follows : Tolls for  
Passengers.

For every Passenger, Twopence a Mile ;

And if conveyed in a Carriage provided by the Company, an additional One Halfpenny a Mile ;

And if propelled by an Engine provided by the Company, a further One Halfpenny a Mile.

**34.** The maximum Rates to be demanded and taken by the Company for the Conveyance of Animals and Things on the Railway, including the Tolls for the User of the Railway and of Waggon and for locomotive Power, and every other Expense incidental to the Conveyance (except a reasonable Sum for the conveying of Goods, and the loading or unloading of Goods at a Terminal Station for the Goods, and for Collection and Delivery, and any other Services incidental to the Business of a Common Carrier, where the Services are performed by the Company), shall not exceed the following ; (that is to say,) Maximum  
Rates for  
Animals and  
Things.

For Things within Class 1, One Penny Halfpenny a Ton a Mile :

For Things within Class 2, Twopence Halfpenny a Ton a Mile :

For Things within Class 3, Fourpence a Ton a Mile :

[Local.]

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For

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For any Carriage within Class 4, if not weighing more than One Ton, Sixpence a Mile; and if weighing more, then for every Quarter of a Ton or Fraction of a Quarter of a Ton above One Ton, One Penny Halfpenny a Mile additional:

For every Animal within Class 5, Fourpence a Mile:

For every Animal within Class 6, Threepence a Mile:

For every Animal within Class 7, Twopence a Mile.

Maximum  
Fares for  
Passengers.

**35.** The maximum Fares to be demanded and taken by the Company for the Conveyance of Passengers on the Railway, or any Part thereof, including the Tolls for the User of the Railway and of Carriages and for locomotive Power, and for every other Expense incidental to the Conveyance, shall not exceed the following; (that is to say,)

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

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

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

Restrictions  
as to  
Charges not  
to apply to  
Special  
Trains.

**36.** The Restrictions as to Fares and Rates for Passengers, Animals, and Things do not extend to any Special or Extra Train required to be run on the Railway, but apply only to the Ordinary and Express Trains from Time to Time appointed by the Company for the Conveyance of Passengers, Animals, and Things on the Railway.

Passengers  
Luggage.

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

Regulations  
as to Tolls.

**38.** The following Regulations apply to the fixing of the Tolls; (that is to say,)

For Passengers, Animals, and Things conveyed on the Railway for a Distance less than Four Miles the Company demand and take Toll as for Four Miles:

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

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

With

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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 or Wood, shall be deemed One Ton in Weight, and so on in proportion for any smaller Quantity.

With respect to small Packages and single Articles of great Weight, notwithstanding the Rates by this Act preserved, the Company may demand and take the Tolls following; (that is to say,)

For the Conveyance of small Parcels on the Railway or any Part thereof, not exceeding Seven Pounds in Weight, Threepence:

Exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Fivepence:

Exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, Sevenpence:

Exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Ninepence:

Exceeding Fifty-six Pounds and not exceeding Five Hundred-weight in Weight, any Sum the Company think fit:

Provided that Things 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 that Term applies only to single Parcels in separate Packages:

For the Carriage of any single Thing the Weight of which including the Carriage exceeds Four Tons, but does not exceed Eight Tons, the Company may demand and take any Sum not exceeding Sixpence a Ton a Mile:

For the Carriage of any single Thing the Weight of which with the Carriage exceeds Eight Tons the Company may demand and take any Sum they think fit.

Tolls for small Parcels and single Articles of great Weight.

**39.** No Station is to be considered a Terminal Station in regard to Things conveyed on the Railway which have not been received thereat direct from the Consignor thereof, or are not directed to be delivered therefrom to the Consignee thereof.

Terminal Station.

**40.** Provided, That nothing in this Act contained shall preclude the Company from demanding and taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Animals or Things of any Description, by Agreement with the Owners or Persons in charge of the Animals or Things, either by reason of any special Service performed by the Company in relation thereto, or with respect to the Conveyance of any Animals or Things (other than small Parcels) by Passenger Trains, or with respect to the Conveyance of small Parcels by Express Trains.

Company may take increased Charges by Agreement.

**41.** The

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Agreements between Company and Okehampton Company.

41. The Company on the one hand, and the *Okehampton* Company on the other hand, from Time to Time if and when they respectively think fit, may enter into and carry into effect all such Agreements and Arrangements with respect to any of the Purposes in that Behalf by this Act authorized as they think fit, and the Agreements and Arrangements respectively may be for such Considerations and on such Terms and Conditions whatsoever as the contracting Companies think fit, and every such Agreement shall be a "Working Agreement" within the Meaning of Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," incorporated with this Act.

Purposes of those Agreements.

42. The Purposes for which Agreements or Arrangements between the Company and the *Okehampton* Company may be entered into and carried into effect comprise the following Purposes :

The maintaining, managing, working, and using by the contracting Companies, or either of them, of the Railway and Works by this Act authorized, or any Part thereof :

The Costs and Expenses of the managing, maintaining, working, and using of the same :

The Regulation, Management, Working, Interchange, and Transmission by the contracting Companies, or either of them, of the Traffic on the Railway, or any Part thereof :

The Supply and Maintenance by the contracting Companies, or either of them, of Engines, Rolling and other Stock, and Plant for the Purposes of the Traffic :

The fixing and collecting by the contracting Companies, or either of them, and the Payment, Appropriation, and Distribution, of the Tolls, Fares, and Charges, Receipts and Revenues, arising from the Traffic :

The Employment by the contracting Companies, or either of them, of Officers and Servants for any of the Purposes of the respective Agreement :

The Sums or Considerations, whether annual or gross, to be payable by either of the contracting Companies to the other of them for or on account of any of the Matters to which the respective Agreement relates, or otherwise.

During Continuance of Contract, Railway of contracting Companies to be considered Part of Railway.

43. During the Continuance of any Contract entered into under the Authority of this Act the Railways of the contracting Companies shall for the Purposes of Tolls and Charges be considered One Railway ; and in estimating the Amount of Tolls or Charges in respect of Traffic conveyed partly on the Railway and partly on the *Okehampton* Railway for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles ; and in respect of Passengers,



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Passengers, for each Mile or Fraction of a Mile beyond Four Miles, Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles, Tolls and Charges as for a Quarter of a Mile only; and no other short Distance Charge than for Four Miles shall be made for the Conveyance of Passengers, Animals, Minerals, and Goods, or other Matters, partly on the Railway and partly on the *Okehampton* Railway.

44. The Company shall not, out of any Money by this Act authorized to be raised by them by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made on the Shares held by him: Provided that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

Interest not to be paid on Calls paid up.

45. The Company shall not, out of any Money by this Act authorized to be raised by them by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for an Act authorizing the Company to make any Railway, or execute any other Work or Undertaking.

Deposit on future Bills not to be paid out of Capital.

46. Nothing contained in this Act, or in any Act or Acts incorporated herewith or herein mentioned or referred to, shall extend to authorize the Company to take, use, enter upon, or interfere with any Land, Soil, or Water, or any Rights in respect thereof, belonging to Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, without the Consent in Writing of some Two or more of such of the regular Officers of the said Duchy, or of such other Persons as may be duly authorized under the Provisions of "The Duchy of *Cornwall* Management Act, 1863," Sec. 39, to exercise all or any of the Rights, Powers, Privileges, and Authorities by the said Act made exerciseable, or otherwise for the Time being exerciseable, in relation to the said Duchy, or belonging to the Duke of *Cornwall* for the Time being, without the Consent of such Duke testified in Writing under the Seal of the Duchy of *Cornwall* first had and obtained for that Purpose, or to take away, diminish, alter, prejudice, or affect any Property, Rights, Profits, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

Saving Rights of the Duchy of Cornwall.

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Saving  
Rights of  
Companies  
herein  
named.

47. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the *London and South-western* Railway Company, or of the *Launceston and South Devon* Railway Company, or of the *Okehampton* Company, or of the *Bodmin and Wadebridge* Railway Company.

Railway  
not exempt  
from Provi-  
sions of pre-  
sent and  
future  
General  
Acts.

48. Nothing in this Act contained shall exempt any Railway Company to which this Act relates from the Provisions of any present or future General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by the Acts relating to the respective Railway and this Act respectively authorized, or the Rates for small Parcels thereby authorized.

Expenses of  
Act.

49. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining, and passing of this Act shall be borne and paid by the Company.

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