



ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

Cap. cclxiii.

An Act for incorporating the *Bude Canal and Launceston Junction Railway Company*, and authorizing them to make and maintain the *Bude Canal and Launceston Junction Railway*; and for other Purposes. [5th July 1865.]

WHEREAS the making of the Railway herein-after described from the *Bude Canal* in the Parish of *Werrington* in the County of *Devon* to a Junction with the *Launceston and South Devon Railway* in the Parish of *Lawhitton* in the County of *Cornwall* would, by forming a Means of Communication between the *Bude Canal* and the *Launceston and South Devon Railway* and the Lines communicating or in connexion therewith, be of public and local Advantage: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry the said Undertaking into execution, if authorized so to do, and are desirous of being incorporated into a Company for that Purpose: And whereas it is expedient that the Company hereby incorporated (and herein-after called "the Company") on the one hand, and the *Launceston and South Devon Railway Company*, including in such Expression any Company who for the Time being may be the Owners or Lessees of

The Bude Canal and Launceston Junction Railway Act, 1865.

or may be working their Railway, the *Launceston, Bodmin, and Wadebridge Junction* Railway Company, and the *Okehampton* Railway Company, or any or either of those Companies, on the other hand, (and which Companies are herein-after called "the Three Companies,") should be empowered to enter into such Agreements and Arrangements as are herein-after mentioned with respect to the Railway and Works by this Act authorized: And whereas Plans and Sections of the proposed Railway showing the Lines and Levels thereof and the Lands which may be taken for the Purposes of this Act, and also Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Devon* and *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 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title. 1. This Act may be cited for all Purposes as "*The Bude Canal and Launceston Junction Railway Act, 1865.*"

8 & 9 Vict. cc. 16. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated. 2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to Construction of a Railway) and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," (save so far as any of the Sections and Provisions of those Acts and Parts respectively are by this Act expressly varied or excepted,) are incorporated with this Act.

Same Meaning to Words in incorporated Acts as in this Act. 3. The Expression "the Railway" used in this Act and in the Acts and Parts of Acts incorporated herewith means the Railway and Works by this Act authorized; the Expression "Superior Courts" or "Court of competent Jurisdiction" or any other like Expression in this Act and in the Acts and Parts of Acts incorporated herewith shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; the Words "Share" and "Shareholders" in this Act and in the Acts and Parts of Acts incorporated herewith shall include, where requisite, Stock and Stockholders; the Word "Traffic" has the Meaning assigned

The Bude Canal and Launceston Junction Railway Act, 1865.

assigned to that Word by "The Railway and Canal Traffic Act, 1854;" and the several other 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 there be in the Subject or Context something repugnant to or inconsistent with such Construction.

4. *George Alfred Hillier, Daniel Shilson, John Ching*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the Railway to be called "*The Bude Canal and Launceston Junction Railway*," and for other the Purposes of this Act, and for such Purposes are by this Act incorporated by the Name of "*The Bude Canal and Launceston Junction Railway Company*," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to put this Act in all respects into execution.

Subscribers
incorporated.

5. The Capital of the Company shall be Twenty thousand Pounds, and the Number of Shares into which the Capital shall be divided shall be Two thousand, and the Amount of each Share shall be Ten Pounds.

Capital and
Number and
Amount of
Shares.

6. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall intervene between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon such Share.

Calls.

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

Shares not
to issue until
One Fifth
paid up.

8. The Company may borrow on Mortgage any Monies not exceeding in the whole Six thousand six hundred Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Twenty thousand Pounds shall have been subscribed for or taken *bonâ fide*, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify, under the Provisions contained in the Fortieth Section of "The Companies

Power to
borrow on
Mortgage.

Clauses

The Bude Canal and Launceston Junction Railway Act, 1865.

Clauses Consolidation Act, 1845," (before he so certifies), that Shares for the whole of the Capital have been issued or taken *bonâ fide*, and that One Half thereof has been actually paid up, 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, and for which such Subscribers or their Assigns are legally liable (of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence).

Arrears may be enforced by Appointment of Receiver.

9. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any Mortgage by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Six hundred Pounds.

Application of Monies.

10. All Monies raised under this Act, whether by Shares or by borrowing, shall be applied only for the Purposes of this Act.

First and subsequent General Meetings.

11. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held twice in every Year in the Months of *February* or *March* and *August* and *September* as the Directors may appoint.

Quorum of General Meetings.

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

Number and Qualification of Directors.

13. The Number of the Directors shall not be more than Five or less than Three, and the Qualification of a Director shall be the Possession in his own Right of Ten Shares in the Capital of the Company.

Quorum of Directors.

14. The Quorum of a Meeting of Directors shall be Three: Provided always, that when the Number of the Directors is reduced to Three the Quorum of a Meeting of Directors shall be Two.

First Directors.

15. *George Alfred Hillier, Daniel Shilson, and John Ching* shall be the First Directors of the Company.

Election of Directors at First Ordinary Meeting.

16. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present personally or by proxy may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors,

or

The Bude Canal and Launceston Junction Railway Act, 1865.

or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

17. At the First Ordinary Meeting in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present personally or by proxy shall elect Persons to supply the Places of the Directors then retiring from Office, in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf, and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having died or resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-mentioned Act.

Subsequent
Election of
Directors.

18. The Company's Powers under this Act for the compulsory Purchase of Lands 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 One Acre for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act.

Lands for ex-
traordinary
Purposes.

20. Subject to the Provisions of this Act, the Company from Time to Time may make and maintain 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 Lines and Levels thereof are shown on the deposited Plans and Sections may make and maintain the same in accordance with the Lines and Levels so shown, and may enter upon, take, and use such of the said Lands as may be necessary for the Purpose: Provided that the Company shall not, without the Consent in Writing under their Common Seal of the *Bude* Harbour and Canal Company, enter upon, take, or use any of the Lands or Property of the said *Bude* Harbour and Canal Company situate in the Parish of *Werrington* and County of *Devon*, except so much of the Properties numbered in the deposited Plan 56 and 58 in that Parish as is situate at a greater Distance than Ten Feet from the *Bude* Canal, except for the Purpose of the Construction of the Wharves and Works hereafter mentioned, and the Company shall not without the like Consent in any Manner impede or interrupt the Towing Path of the said Canal.

Power to
make Works
authorized
by Act.

21. The Railway and Works by this Act authorized to be made and maintained by the Company comprise the following Railway,
[Local.] 43 M with

Works
authorized
by Act.

The Bude Canal and Launceston Junction Railway Act, 1865.

with all proper and sufficient Stations, Approaches, Works, and Conveniences connected therewith; (that is to say,)

A Railway commencing in the Parish of *Werrington* in the County of *Devon* at or near the Termination of a Cut or Canal of the *Bude Harbour and Canal Company*, and terminating in the Parish of *Lawhitton* in the County of *Cornwall* by a Junction with the *Launceston and South Devon Railway* now in course of Construction in a Field numbered 65. in the said Parish of *Lawhitton* on the Plans referred to in "The *Launceston and South Devon Railway Act, 1862.*"

Inclination
of a certain
Road.

22. The Company may make the Road next herein-after mentioned when altered for the Purposes of this Act of any Inclination not steeper than the Inclination herein-after mentioned in connexion with that Road :

No. on Plan.	Parish.	Description of Road.	Inclination.
4	St. Stephen's-by-Launceston.	Parish Road -	1 in 17.

Span of
certain
Bridge under
Railway.

23. The Span of the Arch or Girder of the Bridge or Viaduct for carrying the Railway over the Road next herein-after mentioned may be of the Dimension mentioned in connexion with that Road :

No. on Plan.	Parish.	Description of Road.	Span of Arch.
4	Lawhitton - -	Parish Road -	20 Feet.

Width of
certain
Bridges over
Railway.

24. 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 Parapets.
57	Werrington -	Parish Road -	15 Feet.
41	Werrington -	Parish Road -	15 Feet.
38	St. Stephen's-by-Launceston.	Turnpike Road -	25 Feet.

Communica-
tion with the
Launceston-
and South
Devon Rail-
way.

25. 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*

The Bude Canal and Launceston Junction Railway Act, 1865.

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 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 Cost of the Arbitration shall be in the Discretion of the Arbitrator.

26. The Company shall execute such Wharves and Works as shall be necessary for preventing unnecessary Interference with the Traffic along the *Bude* Canal, and for preserving the said Canal and the Towing-path, Banks, and Works thereon from Damage or Injury, and until such Wharves and Works are executed the Company shall not permit Barges to be loaded or unloaded from and upon the Lands numbered on the deposited Plans 56 and 58 in the Parish of *Werrington*, but on the Completion of such Works the *Bude* Harbour and Canal Company shall permit the said Lands to be used for such Purposes, and shall also permit Goods to be removed from Barges on the said Canal into Trucks or Carriages on the Railway, and from such Trucks or Carriages into such Barges, but subject nevertheless to such reasonable Regulations as the *Bude* Harbour and Canal Company and the Company shall from Time to Time agree on: Provided always, that if any Difference shall arise between the Company and the *Bude* Harbour and Canal Company touching the Works and Regulations to be observed and executed as aforesaid, or 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: Provided that nothing herein contained shall prejudice the Right of the *Bude* Harbour and Canal

Provisions
as to *Bude*
Canal.

The Bude Canal and Launceston Junction Railway Act, 1865.

Canal Company to recover Compensation in respect of any of their Lands and Property taken or used under the Provisions of this Act, or for any Damage they may sustain by reason of the Execution of the Powers of this Act.

Provision as
to Gauge of
Railway.

27. The Railway may be made, maintained, and worked upon both or either of the Narrow and Broad Gauges as the Company from Time to Time think fit, but the Provisions following 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, intimate to the Company their willingness to enter into an Agreement to work the Broad Gauge Rails on the Railway, and the Works and Conveniences connected therewith, on such Terms and Conditions and for such Period as, failing Agreement, shall be settled by an Arbitrator to be appointed by the Board of Trade (which Agreement the Company shall enter into when called upon so to do), then the Company shall make and (subject as in this Section provided) maintain the Railway so as to admit of the Passage thereon of Engines and Carriages adapted to the Broad Gauge, but without prejudice to the Passage on the Railway of Engines and Carriages adapted to the Narrow Gauge:

(B.) If and when any Narrow Gauge Rails are laid down so as to afford Means of continuous Communication by Railway between the Railway and either the *Okehampton* Railway or the *Launceston, Bodmin, and Wadebridge Junction* Railway, then the Company at any Time thereafter, if and when they think fit, may, by giving Six Months Notice in that Behalf in Writing under their Common Seal to the *Launceston and South Devon* Railway Company, determine any Agreement under this Section then existing between them:

(C.) On and after the Determination of the Agreement, the *Launceston and South Devon* Railway Company may (subject as in this Section provided) from Time to Time and at all Times thereafter, with their own Carriages and Engines adapted to the Broad Gauge, and their own Officers and Servants, and for Traffic of every Description, run over and use the Broad Gauge Rails on the Railway, and the Stations, Works, and Conveniences connected therewith, upon such Terms and Conditions as, failing Agreement, shall be settled by an Arbitrator appointed on the Application of either Company by the Board of Trade:

(D.) If at any Time it be certified by the Board of Trade that in their Opinion the *Launceston and South Devon* Railway Company have at any Time for a continuous Period of Three Years failed to run over and use in good Faith the Broad Gauge Rails

on

The Bude Canal and Launceston Junction Railway Act, 1865.

on the Railway, then the Company, if and when they think fit, may thereupon or at any Time thereafter remove the Broad Gauge Rails from the Railway, and thenceforth maintain the Railway exclusively on the Narrow Gauge.

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

Period for
Completion
of Works.

29. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of One thousand six hundred Pounds, being Eight *per Centum* upon Twenty thousand Pounds, the Amount of the Estimate of the Expense of the Railway, has been deposited with the Court of Chancery in *England* with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said last-recited Act, the said Sum so deposited as aforesaid, or the Interest or Dividends thereof, shall not, except on the Execution and Deposit of such Bond as herein-after expressed, be paid or transferred to or upon the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, unless the Company, before the Expiration of the Period by this Act limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital; and if that Period expire before the Company either have opened the Extension Railways for the public Conveyance of Passengers, or have given the Proof to the Satisfaction of the Board of Trade, the deposited Sum, 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 the said deposited Sum be executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of an Amount equal to the said

Bond for
Completion
of Railway.

The Bude Canal and Launceston Junction Railway Act, 1865.

deposited Sum if the Company do not, within the Time by this Act limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital, and if the Bond be deposited with the Solicitor to the Treasury, then the deposited Sum, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivor or Survivors of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies to be recovered on the Bond shall be dealt with in like Manner as the deposited Sum and the Interest or Dividends thereof would be dealt with under this Act if the Bond were not 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.

Tolls on
Railway.

30. 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 for
Goods.

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, Sea Sand, 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, Twopence 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

The Bude Canal and Launceston Junction Railway Act, 1865.

Class 3. For all Cotton and other Wools, Drugs, manufactured Goods, and Fish, and all other Things, 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 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 Sum of 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 Halfpenny a Mile.

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 *per* Mile ;
 And if propelled by an Engine provided by the Company, a further One Penny *per* 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: Toll 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.

The Bude Canal and Launceston Junction Railway Act, 1865.

Maximum
Fares for
Passengers.

31. 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.

32. 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.

33. 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.

Maximum
Rates for
Animals and
Things.

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 Waggons, 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,)

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 :

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.

35. The

The Bude Canal and Launceston Junction Railway Act, 1865.

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

For Passengers, Animals, and Things conveyed on the Railway for a Distance less than Three Miles, the Company may demand and take Toll as for Three 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 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,) Tolls for
small Par-
cels and
single
Articles of
great
Weight.

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, including the Carriage, exceeds Eight Tons, the Company may demand and take any Sum they think fit.

36. 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.

The Bude Canal and Launceston Junction Railway Act, 1865.

Company may take increased Charges by Agreement.

37. 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.

Facilities for Company's Traffic.

38. The *Launceston, Bodmin, and Wadebridge Junction Railway Company* and the *Okehampton Railway Company* respectively from Time to Time shall receive, book through, forward, accommodate, and deliver on and from their respective Railways, and the Stations, Warehouses, and Booking Offices thereon respectively, all Traffic of whatsoever Description from Time to Time coming from or destined for the Railway or any Part thereof.

Terms on which Facilities to be afforded.

39. The Terms and Conditions on which the *Launceston, Bodmin, and Wadebridge Junction Railway Company* and the *Okehampton Railway Company* respectively shall afford to the Company the Facilities which by this Act they are bound to afford to the Company shall be such Terms and Conditions as the Companies interested from Time to Time mutually agree on, or as, failing their Agreement thereon, shall, on their or either of their Demands, be determined by Arbitration under "The Railway Companies Arbitration Act, 1859."

Agreements between Company and other Companies.

40. The Company on the one hand and the Three Companies or any or either of them 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.

Purposes of those Agreements.

41. The Purposes for which Agreements or Arrangements between the Company and the Three Companies or any or either of them 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 or any Part thereof :

The Costs and Expenses of such maintaining, managing, working, and using :

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

The

The Bude Canal and Launceston Junction Railway Act, 1865.

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

The fixing, collecting, and the Payment, Appropriation, and Distribution, by, to, and between the contracting Companies, of the Tolls, Fares, and Charges, Receipts and Revenues, arising in respect of that 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.

42. 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 Railway of the other Companies, Parties to the Agreement, for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers, for each Mile or Fraction of a Mile beyond Three 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 Three Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-Distance Charge than for Three Miles shall be made for the Conveyance of Passengers, Animals, Minerals, and Goods, or other Matters, partly on the Railway, and partly on the Railways of the other Companies, Parties to the Agreement.

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

43. Except only as is by this Act otherwise expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the Three Companies, or any of them, or of the *Bude* Harbour and Canal Company.

Saving Rights of Companies.

44. The Company shall not, out of any Money by this Act authorized to be raised, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying Interest on Money paid in anticipation of Calls, in conformity with "The Companies Clauses Consolidation Act, 1845."

Interest not to be paid out of Capital.

45. The

The Bude Canal and Launceston Junction Railway Act, 1865.

Deposit for
future Bills
not to be
paid out of
the Com-
pany's
Capital.

45. The Company shall not out of any Money by this Act authorized to be raised pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time 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.

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

46. Nothing in this Act contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present 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 Rates for small Parcels authorized by this Act.

Expenses of
Act.

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

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.