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## *Cap. ccl xiv.*

An Act to enable the *Kingsbridge* Railway Company to make Deviations in and to alter the Levels of their authorized Railway; and for other Purposes. [23d July 1866.]

**W**HEREAS by the *Kingsbridge* Railway Act, 1864, (herein-after called "the recited Act,") the *Kingsbridge* Railway Company (herein-after called "the Company") were incorporated, with a Capital of One hundred and thirty thousand Pounds, and Power to borrow not exceeding Forty-three thousand Pounds, and were authorized to make and maintain a Railway from *South Brent* to *Kingsbridge* in the County of *Devon*: And whereas it is expedient that the Company be empowered to make Deviations in and Alterations of the Levels of the said Railway, and to divert certain Roads, shown on the Plans and Sections deposited with the Clerk of the Peace for the County of *Devon*, in respect of that Railway, and which Plans are herein-after referred to as the "Plans and Sections of 1864:" And whereas Plans and Sections showing the Lines and Levels of the proposed Deviations, and Alterations of Level and Diversions of Roads, and the Lands which the Company are by this Act empowered to acquire for the Purposes thereof, and Books of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said Lands, have been deposited with the Clerk of the

27 & 28 Vict.  
c. cclxxxvii.



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Peace for the County of *Devon*, 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 it is expedient that the Company and the *South Devon* Railway Company be authorized to enter into Agreements as herein-after mentioned: And whereas it is expedient that the Company be empowered to raise a further Sum of Money for the Purposes of this Act, and for the general Purposes of the Undertaking of the Company: 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 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 Kingsbridge Railway (Deviations) Act, 1866.*"

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

## 2. The Provisions,—

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for Nonpayment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of Shares into Stock;

With respect to the Provision to be made for affording Access to the Special Act;

With respect to the General Meetings of the Company and the Exercise of the Right of voting by the Shareholders; and

With respect to the making of Dividends and giving of Notices,

of the Companies Clauses Consolidation Act, 1845, Part I. (relating to Cancellation and Surrender of Shares), Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock) 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 II. (relating to Working Agreements) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpreta-  
tion of  
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith



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herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" shall mean the Company incorporated by the recited Act; the Expression "the Railway," "the Deviations," or "the Undertaking" shall mean the Deviations and other Works or Undertaking by this Act authorized, or any Part thereof; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially 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.

4. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Railway herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may alter the Levels of their authorized Railway, and divert the Roads at the Points shown on the Plans and Sections of 1864, and may enter upon, take, and use such of the Lands delineated on the said Plans, and described in the deposited Books of Reference, as may be required for that Purpose. The Railway herein-before referred to and authorized by this Act is,—

Power to make Railway according to deposited Plans.

A Deviation (No. 1.), Three Miles and Three Furlongs or thereabouts in Length, of the Railway authorized by the recited Act between the Point of Termination of that Railway in the Parish of *West Alvington* and a Point in a Field numbered 8 on the said Plans of 1864 in the Parish of *Woodleigh*:

A Deviation (No. 2.), Two Miles or thereabouts in Length, of the said authorized Railway, wholly in the Parish of *South Brent*, between the Road numbered 6 on the Plans of 1864 and the Junction of the Railway with the *South Devon* Railway.

5. The Company from Time to Time may raise by the Creation and Issue of new Shares, in addition to the Capital which they are already authorized to raise, such Amount of Capital as they think fit, not exceeding Sixty thousand Pounds.

Power to raise additional Capital by new Shares.

6. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Shares not to issue until One Fifth paid up.

7. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Calls.

8. All



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Qualification  
of new  
Shares.

8. All new Shares issued under the Powers of this Act shall, in proportion to the aggregate Amount from Time to Time paid up on the new Shares held by the same Person at the same Time, entitle the respective Holders thereof to the same Dividends and Profits, and confer on them the like Qualifications and the like Rights of voting, as the like Amount paid up on existing Shares or Stock of the Company.

Power to  
borrow on  
Mortgage.

9. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Seventeen thousand Pounds, but no Part thereof shall be borrowed until the whole of the additional Capital of Sixty thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the additional Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such additional Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may  
be enforced  
by Appoint-  
ment of a  
Receiver.

10. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than One thousand seven hundred Pounds in the whole.

Debenture  
Stock.

11. The Company may create and issue Debenture Stock.

Existing  
Mortgages  
to have  
Priority.

12. All Mortgages granted by the Company in pursuance of the Powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be granted by virtue of this Act.

Application  
of Monies.

13. All Monies raised under this Act, whether by Shares, Debenture Stock, or borrowing, shall be applied for the Purposes of this Act and of the recited Act only.

Power to  
Company to  
apply Corpo-

14. The Company from Time to Time may apply for or towards all or any of the Purposes of this Act any Sums of Money which they

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they have already raised or are authorized to raise by the recited Act, and which are not required for the Purposes to which they are by that Act made specially applicable.

rate Funds to the Purposes of this Act.

15. 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.

Powers for compulsory Purchases limited.

16. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing 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.

17. Subject to the Provisions in the Railways Clauses Consolidation Act, 1845, and in Part I. (relating to the Construction of a Railway) of the Railways Clauses Act, 1863, contained, in reference to the crossing of Roads on the Level, the Company may in the Construction of the Railway authorized by the recited Act carry the same with a single Line of Railway only whilst the Railway shall consist of a single Line, and afterwards with a double Line of Railway only, across and on the Level of the Road next herein-after mentioned; (that is to say,)

Powers to cross a certain Road on the Level.

No. on Plans of 1864.	Parish.	Description of Road.
55	Loddiswell - -	Public Road.

18. In altering for the Purposes of this Act the Roads next herein-after mentioned, the Company may make the same of any Inclinations not steeper than the Inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

Inclination of Roads.

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
26	West Alvington -	Public Road - -	1 in 10.
27	Churchstow -	Public Road - -	1 in 7 on one Side, and level on the other.
18	South Brent -	Turnpike Road -	1 in 12 on one Side, and level on the other.
109	South Brent -	Turnpike Road -	1 in 16 on one Side, and level on the other.
No. on Plans of 1864 {	54	North Huish -	1 in 15.
	59	North Huish -	1 in 15.
	93	North Huish -	1 in 6.



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Height and  
Span of  
Arches.

19. The Company may make the Arches of the Bridges for carrying the Railway over the Roads next herein-after mentioned of any Heights and Spans, not less than the Heights and Spans herein-after mentioned in connexion with those Roads respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
3	West Alvington	Turnpike Road	15 Feet	20 Feet.
22	West Alvington	Public Road	-	15 Feet.
26	West Alvington	Public Road	-	15 Feet.
29	West Alvington	Turnpike Road	-	20 Feet.
44	West Alvington	Public Road	-	15 Feet.
27	Churchstow	Public Road	-	12 Feet.
90	Churchstow	Public Road	-	15 Feet.
18	South Brent	Turnpike Road	15 Feet	20 Feet.
28	South Brent	Public Road	-	15 Feet.

Company  
may abandon  
Portions of  
authorized  
Lines.

20. The Company shall abandon the Construction of so much of the Railway authorized by the recited Act as lies between the herein-before described Points of Deviation of that Railway.

Compensa-  
tion for Da-  
mage to Land  
by Entry,  
&c. for Pur-  
poses of  
Railways  
abandoned.

21. The Abandonment by the Company, under the Authority of this Act, of any Portion of any Railway or Works, shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of the Lands Clauses Consolidation Act, 1845, for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of the Railways Clauses Consolidation Act, 1845, for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act or the recited Act.

Compensa-  
tion to be  
made in  
respect of  
Portions of  
Railways  
abandoned.

22. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railways or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively



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by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

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

Deposit Money not to be repaid until Line opened, or Half the Capital paid up and expended, except on Execution of Bond, &c.

Solicitor



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Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purpose of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Railway as to Tolls and otherwise to form Part of Company's Undertaking.

24. The Company may demand and receive for and in respect of the Railway the same Tolls and Charges as they are now empowered to receive in respect of their existing Undertaking, and the Railway shall in all respects be deemed Part of the Railways of the Company as if authorized by the recited Act.

Heads of Arrangement in Schedule to Act confirmed.

25. The supplemental Heads of Arrangement for the Management, Maintenance, Repair, and Working of the Railway by the *South Devon* Railway Company which are set forth in the Schedule to this Act annexed, and the several Provisions therein expressed, are by this Act confirmed and made binding on the Company and the *South Devon* Railway Company respectively, and all Persons claiming from and under them respectively, and shall have full Effect according to the Terms and Intent thereof.

Power to enter into Traffic Arrangements with *South Devon* Company.

26. The Company on the one hand, and the *South Devon* Railway Company on the other hand, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The Management, Use, Working, and Maintenance of the Railway, or of any Part or Parts thereof:

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The Supply of any Rolling or Working Stock, and of Officers and Servants, for the Conduct of the Traffic on the Railway :

The Payments to be made and the Conditions to be performed with respect to the Matters aforesaid :

The Interchange, Accommodation, Conveyance, and Delivery of Traffic coming from or destined for the Undertakings of the contracting Companies, and the fixing and Division between the said Companies of the Receipts arising from such Traffic :

The Construction at their joint Expense of a Station at *South Brent*, with all necessary Works and Conveniences.

27. During the Continuance of the Agreement hereby confirmed, or any other Agreement to be entered into under the Provisions of this Act for the Use of the Railway by the *South Devon* Railway Company, the Railway of the Company and of the *South Devon* Railway Company shall for the Purposes of Tolls and Charges be considered as One Railway ; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway and partly on the Railway of the *South Devon* Railway Company for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles ; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only ; and in respect of Animals 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 shall be made for the Conveyance of Passengers, Animals, or Goods partly on the Railway and partly on the Railway of the *South Devon* Railway Company.

Tolls on Traffic conveyed partly on the Railway and partly on the Railway of the *South Devon* Company.

28. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him : Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

Interest not to be paid on Calls paid up.

29. The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Deposits for future Bills not to be paid out of Capital.



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

**30.** Nothing herein contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to Railways, or 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 or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

Expenses of Act.

**31.** All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

### SCHEDULE.

**SUPPLEMENTAL HEADS OF ARRANGEMENTS** between the Kingsbridge Railway Company (herein-after called the Kingsbridge Company) and the South Devon Railway Company (herein-after called the South Devon Company) for the Management, Maintenance, Repair, and Working by the South Devon Company of the Kingsbridge Railway, including the proposed Deviations thereof.

1. These supplemental Heads to be subject to the Sanction of Parliament, and, if practicable, to be scheduled to and confirmed by the proposed Kingsbridge Railway (Deviations) Act, 1866.

2. The Heads of Arrangement scheduled to the Kingsbridge Railway Act, 1864, as by these supplemental Heads modified, and these supplemental Heads, to be read and have Effect together as Heads for One Arrangement, and to apply to the Kingsbridge Railway (including as Part thereof the proposed Deviations), as the entire Railway is on the passing of the proposed Act authorized.

3. The Works to be executed for connecting the Kingsbridge Railway with the South Devon Railway at the South Brent Station to comprise the requisite widening of the Bridge over the South Devon Railway near to that Station.

4. The Cost of the Works for connecting the Kingsbridge Railway with the South Devon Railway at the South Brent Station, not exceeding 5,000*l.*, to be borne by the Two Companies jointly and equally.

5. The Management, Maintenance, Repair, and Working, including the stocking and manning, of the Kingsbridge Railway by the South Devon Company to begin as soon as the Portion between the Junction (inclusive) at South Brent and Loddiswell Mill of the Kingsbridge Railway is completed and ready to be opened for public Traffic, and to be confined to that Portion, with its Sidings, Stations, Works, and Conveniences, including the Points and Signals at the Junction, until the Portion between Loddiswell Mill and Kingsbridge of the Kingsbridge Railway is completed and ready to be opened for public Traffic, and then to extend to that Portion also, and thenceforth the entire Kingsbridge Railway to be managed, maintained, repaired, and worked by the South Devon Company in perpetuity.

6. The Terms and Conditions on which the South Devon Company are to manage, maintain, repair, and work the Kingsbridge Railway to have Effect with respect to so much of the Kingsbridge Railway as, in accordance with the



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Fifth of these supplemental Heads, they from Time to Time manage, maintain, repair, and work.

7. The South Devon Company to pay all Expenses of and incidental to the Management, Maintenance, Repair, and Working, and all Rates, Taxes, and Expenses of Insurance, and to indemnify the Kingsbridge Company from the same, and from all Losses, Damages, Costs, Charges, Expenses, Claims, and Demands of every Kind in any Manner connected with or arising out of the Working; but the Kingsbridge Company to pay the Tithe Rentcharge, and to redeem and extinguish the Land Tax, and to pay it until it is extinguished; and the South Devon Company to have the Benefit of the Contracts for keeping the Works in repair for Twelve Months after Completion.

8. The Kingsbridge Company, not without the Consent of the South Devon Company, to borrow any Part of the additional Sum by the proposed Act authorized to be borrowed on Mortgage until the Railway be completed and opened to Loddiswell Mill.

9. The commuted Toll payable under the 10th of the Heads of Arrangement in respect of the Debenture Debt (not exceeding 43,000*l.*) of the Kingsbridge Company under the Kingsbridge Railway Act, 1864, to be paid by equal half-yearly Portions in every Year after the opening for public Traffic of the Portion between the Junction at South Brent and Loddiswell Mill of the Kingsbridge Railway; and the commuted Toll payable in respect of the additional Debenture Debt (not exceeding 17,000*l.*) under the proposed Act to be also paid by equal half-yearly Portions in every Year after the opening for public Traffic of the Railway to Kingsbridge.

10. The 11th of the Heads of Arrangement to be annulled, and the 11th of these supplemental Heads to be substituted for it.

11. Subject to any Agreement from Time to Time made between the Companies in modification of this Article, the South Devon Company to pay to the Kingsbridge Company half-yearly, after the opening for public Traffic of the Portion between the Junction at South Brent and Loddiswell Mill of the Kingsbridge Railway, one Half of the South Devon Company's gross Receipts under the Ninth of the Heads of Arrangement, and to retain the other Half of those Receipts for their Expenses of maintaining, managing, repairing, and working so much of the Kingsbridge Railway as they from Time to Time maintain, manage, repair, and work; but in the event of the Railway not being completed to Kingsbridge on or before the 1st Day of January 1869, the South Devon Company, instead of retaining One Half of the Receipts which under the Ninth and Eleventh of the Heads of Arrangement are to be returned by them, to retain thenceforth Sixty per Cent. thereof as Expenses of managing, maintaining, repairing, and working; and for every Year that the opening of the Railway to Kingsbridge is postponed after the 1st January 1869 the South Devon Company thenceforth to retain also an additional One per Cent. of the Receipts; but in any event the South Devon Company after the opening to Loddiswell Mill to pay in respect of the Part from Time to Time opened for public Traffic of the Kingsbridge Railway the Interest upon a Mileage Proportion of the Debenture Debt (not exceeding 60,000*l.*) of the Kingsbridge Company.

12. The Thirteenth of the Heads of Arrangement to be annulled, and the Thirteenth of these supplemental Heads to be substituted for it.

13. If and whenever the commuted Toll payable under the 10th of the Heads of Arrangement, and the 9th of these supplemental Heads, for any Half Year, amounts to more than the Proportion of the South Devon Company's Receipts payable to the Kingsbridge Company under the 11th of these supplemental Heads, and the 12th of the Heads of Arrangement, then the Excess to be recouped in the next or subsequent Half Years out of the Proportion of those Receipts so payable to the Kingsbridge Company.

14. The Accounts provided for by the 14th of the Heads of Arrangement to be half-yearly Accounts, to be rendered within Six Weeks after every Half Year, and proper Provision to be made for the inspecting, verifying, and settling of the Accounts.

15. The South Devon Company to book and invoice through all Traffic that can reasonably be booked and invoiced through between all Stations on so much  
of



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of the Kingsbridge Railway as they from Time to Time work, and all Stations on the other Railways from Time to Time worked by them; and the South Devon Company's Proportion of gross Receipts for all Through Traffic partly on the Kingsbridge Railway and partly on any other Railway, less their Expenses of Collection and Delivery, to be divided in Mileage Proportions for ascertaining the South Devon Company's gross Receipts from Traffic on the Kingsbridge Railway.

16. The South Devon Company to render all the Aid in their Power to further the Success of the Kingsbridge Company's Application to Parliament for the proposed "Kingsbridge Railway (Deviations) Act, 1866."

Dated this 23rd Day of April in the Year of our Lord 1866.

THOMAS WOOLCOMBE,  
Chairman of the South Devon Railway Company.



Seal of the  
Kingsbridge  
Railway  
Company.

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