

[56 & 57 VICT.] *Plymouth, Devonport, and South Western Junction Railway Act, 1893.* [Ch. clxxii.]



### CHAPTER clxxii.

An Act to confer further Powers on the Plymouth Devonport and South Western Junction Railway Company. A.D. 1893.  
[27th July 1893.]

**W**HEREAS by the Plymouth Devonport and South Western Junction Railway Act 1883 (in this Act called "the Act of 1883") the Plymouth Devonport and South Western Junction Railway Company (in this Act called "the Company") were incorporated and empowered to make and maintain the Plymouth Devonport and South Western Junction Railway being a railway from the London and South Western Railway at Plymouth and Devonport to that railway at Lidford with junctions with the Cornwall Railway at Saint Budeaux and with the authorised Devon and Cornwall Central Railway at Calstock and certain diversions and widenings of streets in the parish of Charles (Plymouth) in the county of Devon :

And whereas by the Devon and Cornwall Central Railway Act 1882 (in this Act called "the Act of 1882") the Devon and Cornwall Central Railway Company (in this Act called "the Devon Company") were incorporated and empowered to make and maintain the Devon and Cornwall Central Railway being a railway from the Great Western Railway and the London and South Western Railway respectively at Lidford to the East Cornwall Mineral Railway at Calstock and to Callington and certain other works and to acquire the undertaking of the East Cornwall Mineral Railway Company :

And whereas by the Plymouth Devonport and South Western Junction Railway Act 1884 (herein-after called "the Act of 1884") the powers of the Devon Company were transferred to and vested in the Company and provision was made for the winding up and dissolution of the Devon Company :

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And whereas under the provisions of the Act of 1884 so much of the Devon and Cornwall Central Railway as is situate between Lidford and the junction therewith at Calstock of the Railway No. 6 authorised by the Act of 1883 has been abandoned :

And whereas by the Plymouth Devonport and South Western Junction Railway Act 1885 (herein-after called "the Act of 1885") the time limited by the said Act of 1882 for the purchase of lands and the completion of the works for the Railway No. 4 and so much of the Railway No. 3 authorised by the Act of 1882 as lies between the termination thereof and the junction therewith of Railway No. 6 was extended until the eighteenth day of August one thousand eight hundred and eighty-seven and the eighteenth day of August one thousand eight hundred and eighty-eight respectively :

And whereas by the Plymouth Devonport and South Western Junction Railway Act 1888 (herein-after called "the Act of 1888") the time limited by the said Act of 1885 for the purchase of lands for and the completion of the Railways Nos. 6 and 8 of the Act of 1883 and No. 4 and the said part of No. 3 of the Act of 1882 and the alterations and improvements of the East Cornwall Mineral Railway by that Act authorised (which said Railways Nos. 6 and 8 and No. 4 and part of No. 3 and the alterations and improvements aforesaid are herein-after referred to as "the East Cornwall line") was revived and extended until the eighteenth day of August one thousand eight hundred and ninety and the twenty-fifth day of August one thousand eight hundred and ninety-one respectively :

And whereas by the Plymouth Devonport and South Western Junction Railway Act 1891 (herein-after called "the Act of 1891") the time limited by the said Act of 1888 for the purchase of lands for and the completion of the East Cornwall line was extended until the twenty-fifth day of August one thousand eight hundred and ninety-three and the twenty-fifth day of August one thousand eight hundred and ninety-five respectively and it is expedient that those powers should be further enlarged :

And whereas it is expedient that the Company should be empowered to alter the levels and works of the portions herein-after described of their said authorised Railway No. 6 authorised by the Act of 1883 between the point marked on the sections deposited in respect of the application to Parliament for the Act of 1883 two furlongs or thereabouts in the parish of Beer Ferrers otherwise Beer Ferris in the county of Devon and a point in the parish of Calstock in the county of Cornwall marked three miles three furlongs five and a-half chains :

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And whereas it is expedient that the Company should be empowered to acquire the lands herein-after described : A.D. 1893.

And whereas plans and sections showing the levels as proposed to be altered and plans of the additional lands which the Company are by this Act empowered to acquire and books of reference to those respective plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands respectively have been deposited with the respective clerks of the peace for the counties of Devon and Cornwall and are respectively referred to as the deposited plans sections and books of reference :

And whereas it is expedient that the Company should be empowered to construct and maintain the East Cornwall line upon the gauge of three feet six inches in substitution either permanently or temporarily for the gauge of four feet eight and a half inches :

And whereas the purposes 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 (that is to say) :—

1. This Act may for all purposes be cited as the Plymouth Devonport and South Western Junction Railway Act 1893. Short title.

2. In this Act the several words and expressions to which meanings are assigned by the Acts of 1883 and 1882 or by the Acts wholly or partially incorporated therewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. Interpretation.

3. The under-mentioned enactments are except where expressly varied by this Act incorporated with and form part of this Act :—  
Part II (relating to extension of time) of the Railways Clauses Act 1863 ;  
The Lands Clauses Acts. Incorporation of general Acts.

4. If the Company do not previously to the expiration of the extended period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any Application of deposit.

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portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the depositors. Provided that until the deposit fund has been repaid or retransferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Extending time for purchase of lands authorised by Acts of 1883 and 1882.

5. The powers of the Act of 1883 and of the Act of 1882 with respect to the compulsory purchase and taking of lands required for the purposes of the East Cornwall line shall be and the same are hereby extended and shall continue in force until the twenty-fifth day of August one thousand eight hundred and ninety-five.

Extending time for completing railways authorised by Acts of 1883 and 1882.

6. The time limited by the Acts of 1883 and 1882 for the completion of the East Cornwall line is hereby extended and shall continue in force until the twenty-fifth day of August one thousand eight hundred and ninety-seven.

Time limited for the completion of railways.

7. If the respective railways and works shall not be completed within the period limited by this Act then on the expiration of such period the powers by the Acts of 1883 and 1882 and by this Act granted to the Company for making and completing such railways or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Power to alter levels of part of authorised railway.

8. Subject to the provisions of this Act the Company may make and maintain so much of the Railway No. 6 authorised by the Act of 1883 as is situate between the points in the sections deposited with reference to the Act of 1883 indicating two furlongs in the parish of Beer Ferrers otherwise Beer Ferris in the county of Devon and a point in the parish of Calstock in the county of Cornwall indicating three miles three furlongs five and a half chains

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according to the levels shown upon the sections deposited with reference to this Act in lieu of making the same according to the levels shown upon the sections deposited with reference to the Act of 1883. A.D. 1893.

9. Subject to the provisions of this Act the Company may from time to time enter upon take use and appropriate to the purposes of their undertaking all or any of the lands and buildings following delineated on the deposited plans and described in the deposited books of reference (that is to say):— Power to acquire lands for general purposes.

(1.) Certain lands at Calstock in the county of Cornwall included in and demised by an indenture made the fourth day of May one thousand eight hundred and seventy-four between Edward Charles Baring of Bishopsgate Street in the city of London Esquire and Henry Bingham Mildmay of Berkeley Square in the county of Middlesex Esquire of the one part and the East Cornwall Mineral Railway Company of the other part:

(2.) And certain other lands in the said parish of Calstock comprised in and demised by an indenture dated the fifteenth day of December eighteen hundred and fifty-six and made between the Right Honourable William Bingham Baron Ashburton of the one part John Bayly Roger Hayman Pawley and William Boswarva Collom of the other part and therein described as all that quay so far to the south-east as the said quay was bounded by steps then lately constructed from the riverside to the road leading from Calstock to Cotehele Wood and so far north-east as was bounded by the said road together with the marsh adjoining the said quay.

10. Whereas by an agreement dated the eighth day of May one thousand eight hundred and eighty-two and made between the East Cornwall Mineral Railway Company (herein-after called "the Mineral Company") of the one part and the Devon Company of the other part and scheduled to the Act of 1882 for the considerations therein mentioned the Devon Company agreed to purchase the undertaking of the Mineral Company in fee simple that company undertaking to produce deeds of conveyance to them in fee simple of all lands comprised in the undertaking free from land tax and a similar agreement dated the sixteenth day of March one thousand eight hundred and eighty-seven made between the Mineral Company of the one part and the Company of the other part was scheduled to the Company's Act of 1887.: Confirming agreement with East Cornwall Mineral Railway Company and Baron Revelstoke and Henry Bingham Mildmay.

And whereas relying upon these agreements the Company have agreed with the London and South Western Railway Company to

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And whereas upon investigating the title of the Mineral Company it appeared that the lands described in the ninth clause of this Act were held by the Mineral Company under a leasehold title only :

And whereas in order to enable the Mineral Company to carry out their obligations to the Company the Mineral Company entered into negotiations with the owners of the said lands who are trustees without power of sale and such negotiations resulted in the agreement set out in the schedule to this Act one of the conditions made by the said owners being that the agreement should be confirmed by this Act :

It is hereby enacted as follows :—

The agreement set forth in the schedule to this Act is hereby confirmed and made binding on the parties thereto.

Restrictions  
on displacing  
persons of  
labouring  
class.

11.—(1.) The Company shall not under the powers of this Act or under the powers of any former Act extended by this Act purchase or acquire in any city borough or urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A.) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and

(B.) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally

and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications of the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced :

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons

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of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11.) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by



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any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

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(12.) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

12. And whereas the cost of the construction of the viaduct carrying the Railway No. 6 authorised by the Act of 1883 over the River Tamar will be equal to the cost of the construction of three miles of railway or thereabouts Be it enacted that in calculating the distance over which passengers and merchandise are conveyed and for all purposes of tolls rates and charges the viaduct carrying the Railway No. 6 authorised by the Act of 1883 over the River Tamar shall be calculated as three miles in length and the London and South Western Railway Company (Rates and Charges) Order Confirmation Act 1891 shall be read and have effect accordingly.

Additional  
tolls rates  
and charges  
in respect of  
bridge over  
River  
Tamar.

13. Notwithstanding anything in the Act of 1883 or the Act of 1882 to the contrary it shall be lawful for the Company to construct and maintain the East Cornwall line on the gauge of three feet six inches and to work the same as a light railway but the Company shall make all embankments viaducts and bridges on the East Cornwall line of sufficient dimensions for a line upon the gauge of four feet eight and a half inches. Provided that if at any period after the opening of the East Cornwall line as a light railway the Company shall find that the same cannot conveniently and adequately be worked upon the gauge of three feet six inches it shall be lawful for them to alter and convert the said line and to relay it upon the gauge of four feet eight and a half inches.

Alteration of  
gauge.

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Interest not  
to be paid on  
calls paid up.

14. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall 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.

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

15. The Company shall not out of any money by this Act authorised 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 authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as  
to general  
Railway  
Acts.

16. Nothing herein contained shall be deemed or construed to exempt the railways of the Company 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 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 authorised to be taken by the Company.

Expenses of  
Act.

17. All the costs charges and expenses of obtaining and passing this Act or incidental thereto shall be paid by the Company.

The SCHEDULE referred to in the foregoing Act. A.D. 1893.

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HEADS OF AGREEMENT between the Right Honourable Edward Charles Baron Revelstoke and Henry Bingham Mildmay of Berkeley Square in the county of Middlesex Esquire (herein-after called the Vendors) of the first part the East Cornwall Mineral Railway Company (herein-after called the East Cornwall Company) of the second part and the Plymouth Devonport and South Western Junction Railway Company (herein-after called the Plymouth Company) of the third part whereby the said parties hereto mutually agree as follows :—

1. The vendors shall sell and the Plymouth Company shall purchase the inheritance in fee simple in possession free from incumbrances of first all those lands situate at Calstock in the county of Cornwall comprised in and demised by a lease dated the 4th day of May 1874 and made between the vendors (the said Edward Charles Baron Revelstoke being therein described as Edward Charles Baring) of the one part and the East Cornwall Company of the other part and secondly all that quay at Calstock aforesaid formerly comprised in and demised by lease dated the 15th day of December 1856 and made between the Right Honourable William Bingham Baron Ashburton (the predecessor in title of the vendors) of the one part John Bayley Roger Hayman Pawley and William Boswarva Collom of the other part and therein described as all that quay so far to the south-east as the said quay was bounded by steps then lately constructed from the riverside to the road leading from Calstock to Cotehele Wood and so far north-east as was bounded by the said road together with the marsh adjoining the said quay and which last-mentioned lease became vested in the East Cornwall Company all of which premises firstly and secondly described are now in the occupation of the Plymouth Company.

2. Prior to the completion of the said purchase the said lease of the 4th day of May 1874 shall be effectually surrendered to the vendors.

3. The consideration for the said purchase shall be for the lands first described a perpetual yearly rentcharge of £210 to be charged on and issuing out of such lands and for the lands secondly described a perpetual yearly rentcharge of £5 to be charged on and issuing out of such lands. The person or persons from time to time entitled to receive the said rentcharges respectively shall have such remedies for recovering and compelling payment of the same as are described in section 44 of the Conveyancing and Law of Property Act 1881.

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4. The purchase shall be completed within three months after the passing into an Act of the Bill of the Plymouth Company now pending in Parliament at the office of the vendors solicitors Messrs. Lawford Waterhouse and Lawford at 37 Finsbury Circus in the city of London.

5. The vendors and all other necessary parties shall make and execute all proper and necessary assurances to the Plymouth Company or as they shall require of the said premises. The vendors being trustees shall not be required to give any covenants other than such as are implied by their being expressed to convey as trustees. They shall retain all documents relating to any property other than the premises hereby agreed to be sold and shall give to the Plymouth Company the usual statutory acknowledgment as to the right of production and delivery of copies thereof.

6. The conveyance of the hereditaments herein-before secondly described shall contain the following covenants by the Plymouth Company with the vendors framed so that the burden thereof may run with the said hereditaments and that the benefit thereof may run with the hereditaments adjoining or near thereto belonging to the vendors (that is to say) (1) Not to erect any building in front or near the Ashburton Hotel of sufficient height to intercept the view from the hotel or any of the windows thereof or having a chimney by which the smoke would be carried into the hotel and not to carry on any noxious or offensive business or any business of a nature to injure the business of the hotel (2) To keep in repair the main boundary wall towards the road and not to reduce the height thereof (3) To complete and build a wall or erect some other suitable fence along the said road from the termination of the present wall to the end of the said land at the upper corner thereof (4) To contribute rateably to the expense of repairing the occupation road if and so long as the same shall be used by the Plymouth Company or persons claiming under them as an entrance to the said premises.

7. A duplicate of each and every deed of conveyance shall be executed by the Plymouth Company and delivered to the vendors at the time of completion.

8. The East Cornwall Company shall on the completion of the purchase pay the vendors costs of and incident to preparing and executing this agreement and deducing and verifying their title and of the assurances to the Plymouth Company and of any undertaking as to documents of title and all other costs of the vendors of and incident to the carrying out of this agreement. And the Plymouth Company guarantee to the vendors the payment of all such costs.

9. This agreement is to be scheduled to and confirmed by the Bill now pending in Parliament and promoted by the Plymouth Company and unless so confirmed this agreement shall be void.

10. This agreement is made subject to such alteration as Parliament may think fit to make therein.

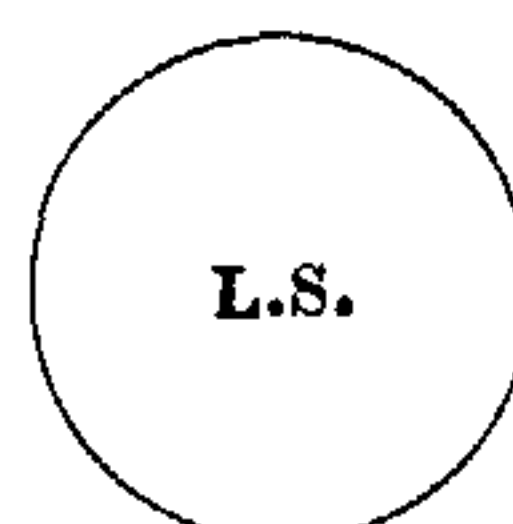
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In witness whereof the said parties hereto of the first part have hereunto set their hands and the said parties hereto of the second and third parts have caused their respective common seals to be hereunto affixed. A.D. 1893.

Dated the 19th day of June 1893.

REVELSTOKE.  
H. B. MILDMAJ.

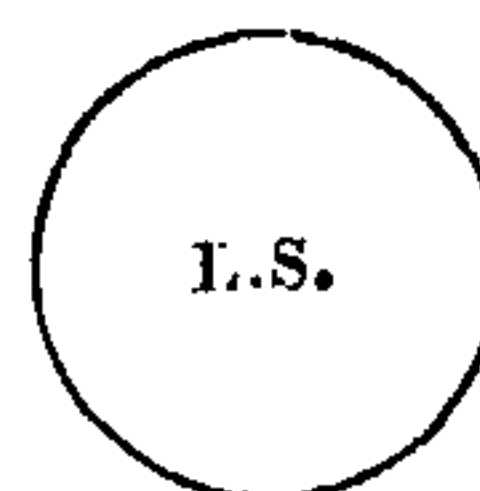
The common seal of the East Cornwall  
Mineral Railway Company affixed in the  
presence of



WALMSLEY STANLEY } Directors.  
WALTER J. CUTBIL }

DAVID AMEY Secretary.

The common seal of the Plymouth Devon-  
port and South Western Junction Rail-  
way Company affixed in the presence  
of



MOUNT EDGCUMBE Chairman  
JAMES WARD BURCHELL Secretary.

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