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## *Cap. ccxxxiv.*

An Act for incorporating a Company for making a Railway from the *Sidmouth* Railway, near *Tipton*, to *Budleigh-Salterton*, and for other Purposes. [28th July 1863.]

**W**HEREAS the making of a Railway from “the authorized Line of the *Sidmouth* Railway,” at or near *Tipton*, to *Budleigh-Salterton* in the County of *Devon*, would be of great public and local Advantage: And whereas it is expedient that the Company on the one hand, and the *Sidmouth* Railway and Harbour Company, and also the *London and South-western* Railway Company, or either of them, on the other hand, be authorized to enter into Working and Traffic Arrangements: And whereas the several Persons herein-after named, with others, are willing at their own Expense to carry the Undertaking into execution: And whereas Plans and Sections showing the Line and Levels of the proposed Railway, and the Lands by this Act authorized to be acquired, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the Clerk of the Peace for the County of *Devon*: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May

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it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may for all Purposes be cited as "*The Sidmouth and Budleigh-Salterton Railway Act, 1863.*"

8 & 9 Vict. cc. 16., 18., & 20., and 23 & 24 Vict. c. 106. incorporated. 2. "*The Companies Clauses Consolidation Act, 1845,*" "*The Lands Clauses Consolidation Act, 1845,*" "*The Lands Clauses Consolidation Acts Amendment Act, 1860,*" and "*The Railways Clauses Consolidation Act, 1845,*" are (except when varied by this Act) incorporated with and form Part of this Act.

Same Meanings to Words in incorporated Acts as in this Act. 3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Interpretation of Terms. 4. In this Act the Expression "*the Company*" shall mean the Company incorporated by this Act, and "*the Sidmouth Company*" shall mean the *Sidmouth Railway and Harbour Company*, and "*the Sidmouth Railway*" shall mean the Railway of that Company.

As to "Superior Courts," or "Court of competent Jurisdiction." 5. The Expression "*Superior Courts,*" or "*Court of competent Jurisdiction,*" or any other like Expression in this Act or any Act incorporated therewith, 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.

Company incorporated. 6. *John Vesey Fitzgerald Foster, Thomas Edward Watkins, Richard Henegan Lawrie, and Edward Hall,* 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, shall be united into a Company for the Purpose of making and maintaining the Railways, and for other the Purposes of this Act, and for those Purposes shall be incorporated by the Name of "*The Sidmouth and Budleigh-Salterton Railway Company,*" and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

First Meeting. 7. The First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act.

Capital. 8. The Capital of the Company shall be Eighty thousand Pounds in Shares of Ten Pounds each.

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9. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any One Share: Provided always, that previously to any Calls being made Two Months Notice of the Intention of the Directors to make a Call shall be given to each Shareholder on the Register by Advertisement, and by Circular sent to his last known Place of Abode, and Two Months at least shall be the Interval between successive Calls. Calls.

10. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of Twenty-six thousand six hundred Pounds; but no Part of such Sum of Twenty-six thousand six hundred Pounds shall be borrowed until the whole of the said Capital or Sum of Eighty thousand Pounds shall have been subscribed for, 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 Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable. Power to borrow on Mortgage.

11. It shall be lawful for the Mortgagees of the Company to enforce Payment of the Arrears of the Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of such Receiver, in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than One Tenth of the Money actually borrowed for the Time being due on all the existing Mortgages of the Company. Arrears may be enforced by Appointment of a Receiver

12. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-after contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made, as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained. Interest or Dividend not to be paid on Calls paid up.

13. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Deposits for future Bills not to be paid out of Company's Capital.

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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.

Number and Qualification of Directors.

14. The Number of Directors of the Company shall be not less than Four, and the Qualification of a Director shall be the holding in his own Right of such a Number of Shares in the Undertaking as together shall amount in nominal Value to not less than One hundred and fifty Pounds.

Number of Directors.

15. The Number of Directors shall be Four: Provided always, that the Company from Time to Time may reduce and increase the Number of Directors within the Limits of Six as the Maximum and Four as a Minimum.

First Directors.

16. *Robert Wilberforce Bird, John Vesey Fitzgerald Foster, Richard Henegan Lawrie, and William Torrens McCullagh* shall be the First Directors of the Company.

Election of Directors.

17. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of the 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 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.

Subsequent Election of Directors.

18. At the First Ordinary General Meeting to be held in every Year after the Year in which Directors shall have been continued or elected, as provided by the last preceding Section, 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 this Act and in "The Companies Clauses Consolidation Act, 1845," respectively contained in such Behalf, and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by the said last-recited Act.

Newspaper for Advertisements.

19. The Newspaper for Advertisements shall be any Newspaper published in the County of *Devon* or the City of *Exeter*.

Quorum.

20. The Quorum of a Meeting of Directors shall be Three.

Extraordinary Meetings may be re-

21. It shall be lawful for Eight or more Shareholders, holding in the aggregate not less than One Twentieth of the subscribed Capital of the Company, by Writing under their Hands, at any Time to require the  
Directors

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Directors to call an Extraordinary Meeting of the Company, and in order to constitute a Meeting (whether ordinary or extraordinary) there shall be present, either personally or by proxy, Shareholders holding in the aggregate not less than One Tenth of the subscribed Capital of the Company, and being in Number not less than Ten. quired by Eight Shareholders, and Ten to constitute a Meeting.

**22.** For the Purposes of the several Works by this Act authorized, and for carrying this Act into effect, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, as the Company from Time to Time think expedient. Power to take Lands.

**23.** The Company may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased compulsorily, any Quantity of Land for the extraordinary Purposes specified in the "Railways Clauses Consolidation Act, 1846," not exceeding Three Acres. Lands for extraordinary Purposes.

**24.** The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act. Powers for compulsory Purchases limited.

**25.** 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 Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed. Period for Completion of Works.

**26.** It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plan, and described in the said Book of Reference, and according to the Levels described on the said Section, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes. Power to make Railways according to deposited Plans.

**27.** The Railway to be made and maintained by the Company shall be the following; (that is to say,) Describing Railway.

A Railway commencing by a Junction with the authorized Line of the *Sidmouth* Railway, in the Parish of *Ottery Saint Mary* in the County of *Devon*, at a Point in a certain Field belonging to *Helen Praed*, and in the Occupation of *Robert Carter*, and which said Field is situate on the East Side of and abutting on the public Road which leads from *Harpford* to *Tipton*, and is also situate on the South Side of and abutting on a certain Lane which joins the said public Road at a Point 250 Yards or thereabouts South of *Tipton*

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aforesaid, and terminating in the Parish of *East Budleigh*, in the said County of *Devon*, at a Point on the North-east Side of a certain public Road which joins (on the West Side of and adjoining the Village of *Budleigh-Salterton*) the Turnpike Road leading from *Budleigh-Salterton* to *Exmouth*, and which said Point is situate 550 Yards North of the Junction of the said Roads.

Deviations  
from Plans  
and Sections.

**28.** In the Execution of the Works by this Act authorized, the Company may deviate from the Lines shown on the deposited Plans within the Limits of Deviation shown thereon, and may deviate from the Levels shown upon the deposited Sections to the Extent authorized by "The Railways Clauses Consolidation Act, 1845."

Power to  
alter En-  
gineering  
Works.

**29.** Provided always, That, notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railway, may deviate from the Line of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Works as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon: Provided that every such Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificates, provided it shall appear to them, upon due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

As to Com-  
munications  
with the  
London and  
South-west-  
ern Railway.

**30.** All Communications between the Railway by this Act authorized and the *Sidmouth* Railway, and all Openings in the Rails of the *Sidmouth* Railway, shall be made only at such a Point or Points on the *Sidmouth* Railway as the *London and South-western* Railway Company (between which Company and the *Sidmouth* Company Arrangements for the working and Management of the *Sidmouth* Railway by the *London and South-western* Railway Company have been concluded) approve; and all such Communications and Openings, and all such Works at or near the Junction hereby authorized with the *Sidmouth* 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 *Sidmouth* Company, shall be made at the sole Expense of the

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the Company, and (except only so far as the Company and the *London and South-western* Railway Company agree, and according to the Terms and Conditions from Time to Time to be agreed on between the Company and the *London and South-western* Railway Company,) the same shall be, during such Time as the *London and South-western* Railway Company shall work and manage the *Sidmouth* Railway, maintained and kept in good Repair by the *London and South-western* Railway Company at the Expense of the Company; and all such Communications, Openings, and Works shall be made and maintained in such Manner and by such Means only as shall not in anywise injure or prejudice the *Sidmouth* Railway or the Works or Property thereof, or interfere with the Traffic on that Railway or the free and uninterrupted Use thereof by the *London and South-western* Railway Company: Provided always, that the Junction of the Railway with the *Sidmouth* Railway shall not, without the Consent in Writing of the *London and South-western* Railway Company under their Common Seal, be made immediately with the Line of the *Sidmouth* Railway, as shown on the deposited Plans of the Railway, but a proper and sufficient intermediate Siding, with all necessary and convenient Works in connexion therewith, shall be made and maintained by the Company parallel to that Line, and a convenient Junction between that intermediate Siding and that Line shall, subject to the Provisions of this Act, be made and maintained on such Terms and Conditions as the Company and the *London and South-western* Railway Company agree, and shall, during such Time as the *London and South-western* Railway Company shall work and manage the *Sidmouth* Railway, unless that Company, by Writing under their Common Seal, from Time to Time consent to some other Means of Communication, form the Means of Intercommunication between the Railway and the Line of the *Sidmouth* Railway.

31. The *London and South-western* Railway Company from Time to Time during such Period as they shall work and manage the *Sidmouth* Railway may erect Signals and Conveniences incident thereto, and appoint and remove such Watchmen, Switchmen, or other Persons, as that Company deem necessary for the Prevention of Danger to or Interference with the Traffic at and near the Junction between the Railway and the *Sidmouth* Railway; and the working and Management of the Junction, and of such Signals and Conveniences, whether on Land of the *Sidmouth* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *London and South-western* Railway Company; and all the Expense of maintaining the Junction, and such Signals and Conveniences, and the Wages of such Watchmen and other Persons, and all incidental and current Expenses, shall, during such Period, be repaid by the Company to the *London and South-western* Railway Company at the End of every Half Year, and, in default of such Repayment, the Amount of such Expense and Wages may

London and South-western Company to erect Signals.

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may be recovered from the Company by the *London and South-western Railway Company* in any Court of competent Jurisdiction.

Land of the London and South-western Company not to be taken without Consent.

**32.** So long as the *Sidmouth Railway* shall be worked by the *London and South-western Railway Company*, no Land belonging to the *Sidmouth Railway Company*, or which they have compulsory Powers to acquire, shall be taken by the Company without the Consent in Writing of the *London and South-western Railway Company*, under their Common Seal first had and obtained: Provided always, that the Company may purchase and take from the *Sidmouth Railway Company*, and that Company shall (if so required by the Company) grant in perpetuity to the Company an Easement or Right of using (for the Purposes of the intended Junction between the Railway and the *Sidmouth Railway*, or between the intermediate Siding and the *Sidmouth Railway*, as the Case may be, and for the Purpose of the Works and Conveniences necessary in connexion with such Junction or Junctions,) such Parts of the Lands of the *Sidmouth Railway Company* as are necessary for those Purposes.

Saving Rights of the London and South-western and the Sidmouth Companies.

**33.** Except only as by this Act is expressly provided, nothing herein contained shall take away, lessen, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the *London and South-western Railway Company* or the *Sidmouth Railway Company*.

Bond for Completion of Railways.

**34.** Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Six thousand Pounds, being Eight *per Centum* upon the estimated Cost of the said Railway, (that is to say, Seventy-five thousand Pounds,) has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, that, notwithstanding anything contained in that Act, the Sum of Six thousand Pounds shall not, except upon the Execution and Deposit of such a Bond as is herein-after mentioned, be paid or transferred to or on the Application of any 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, before 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 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 such One Half of the said Capital; and if that Period expire before the Company either have opened the Railway for the public Conveyance of Passengers, or have given the Proof as aforesaid to the Satisfaction of the Board of Trade, the Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of that Period be forfeited to

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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 Sum of Six thousand Pounds shall have been 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 the said Sum of Six thousand Pounds, 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 Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half of the said Capital; and if the Bond be deposited with the Solicitor to the Treasury, then such Sum of Money, and Interest and 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 Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, and the Monies to be recovered upon the Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would be dealt with under this Act if the Bond were not so executed and deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

**35.** The Company may demand and take any Tolls for the Use of Tolls: the Railway, not exceeding the following; (to wit,)

In respect of the Tonnage of all Articles conveyed thereon or upon any Part thereof, and included within the following Classes: Tonnage on Articles of Merchandise,

Class 1. For all Coals, Coke, Culm, Charcoal, and Cinders, Compost, Dung, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repairs of Roads or Highways, and 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 similar Descriptions of Wrought Iron and Iron Castings, not manufactured into Utensils or other Articles of Merchandise, *per Ton per Mile* not exceeding One Penny:

And if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

Class 2. For all Sugar, Grain, Corn, Flour, Fish, Hides, Dyewoods, Earthenware, Timber, Deals, Metals (except Iron), Nails, Anvils, Vices,

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Vices, and Chains, *per Ton per Mile* not exceeding One Penny Halfpenny :

And if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny :

Class 3. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per Ton per Mile* not exceeding Twopence :

And if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny :

Class 4. And for every Carriage, of whatever Description, (not being a Carriage adapted and used for travelling on a Railway, and not weighing more than Two Tons,) *per Mile* not exceeding Fourpence :

And if any such Carriage be conveyed on a Truck or Platform belonging to the Company, an additional Sum *per Ton* not exceeding One Penny :

And the Sum of One Halfpenny *per Mile* for every additional Quarter of a Ton or fractional Part of a Quarter of Ton above Two Tons which such Carriage may weigh.

Tolls for  
Animals, &c.

In respect of Animals conveyed in Carriages upon the Railway, as follows :

Class 5. For every Horse Fourpence, and for every Mule, Ass, or other Beast of Draught or Burden, conveyed in or upon such Carriage, *per Mile* not exceeding Threepence :

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Penny :

Class 6. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, the Sum of One Penny *per Mile* :

And if conveyed in any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Halfpenny :

Class 7. For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per Mile* not exceeding One Halfpenny :

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Farthing.

Tolls for  
Passengers.

In respect of Passengers conveyed in Carriages upon the Railways, as follows :

For every Person conveyed in or upon any such Carriage, *per Mile* not exceeding Twopence :

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per Mile* not exceeding One Halfpenny.

Tolls for  
propelling  
Power.

**36.** The Toll which the Company may demand for the Use of Engines for drawing or propelling Carriages on the Railway shall not exceed One Halfpenny *per Mile* for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls by this Act authorized to be taken.

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**37.** The following Provisions and Regulations shall be applicable to the fixing of such Tolls, to wit: Regulations as to Tolls.

For a fractional Part of a Mile the Company may demand Tolls on Goods, Minerals, and Animals for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile, such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond Four Miles shall be deemed a Mile:

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

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

With respect to Stones 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, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity.

**38.** With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand Tolls not exceeding the following; (that is to say,) Tolls for small Parcels and single Articles of great Weight.

For the Carriage of small Parcels on the Railway, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Three-pence:

For any Parcel not exceeding Fourteen Pounds in Weight, Four-pence:

For any Parcel not exceeding Twenty-eight Pounds in Weight, Sixpence:

For any Parcel not exceeding Fifty-six Pounds in Weight, Eight-pence:

And for Parcels exceeding Fifty-six Pounds in Weight but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum they think fit:

Provided always, that Articles 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 such Term applies only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, exceeds Four Tons but shall not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence *per Ton per Mile*:

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For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber, Stone, or other single Article, the Weight of which, with the Carriage, exceeds Eight Tons, the Company may demand such Sum as they think fit.

Passengers  
Luggage.

**39.** Every Passenger travelling upon the Railway may take with him the 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 Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum  
Rates of  
Charges for  
Passengers.

**40.** The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use thereof, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums :

For every Passenger conveyed in a First-class Carriage, the Sum of Threepence *per* Mile :

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence *per* Mile :

For every Passenger conveyed in a Third-class Carriage forming Part of a mixed Train, the Sum of One Penny Halfpenny *per* Mile.

Maximum  
Charges for  
Goods and  
Animals.

**41.** The maximum Rate of Charge to be made by the Company, including the Tolls for the Use of Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection thereof, and any other Services incidental to the Business or Duty of a Carrier, when such Services or any of them are or is performed by the Company,) shall not exceed the following Amounts :

For the Matters mentioned under Class 1, not exceeding One Penny Halfpenny *per* Ton *per* Mile :

For the Matters mentioned under Class 2, not exceeding Twopence *per* Ton *per* Mile :

For the Matters mentioned under Class 3, not exceeding Threepence *per* Ton *per* Mile :

For any Carriage mentioned under Class 4, not weighing more than Two Tons, not exceeding Sixpence *per* Mile :

And if weighing more than Two Tons, not exceeding One Penny *per* Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above Two Tons :

For every Horse, not exceeding Fivepence *per* Mile, and for every other Thing mentioned under Class 5, not exceeding Fourpence *per* Mile :

For

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For everything mentioned under Class 6, not exceeding Threepence  
*per Mile*:

For everything mentioned under Class 7, not exceeding One Penny  
*per Mile*.

42. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Definition of  
Terminal  
Station.

43. The Restriction as to the Charges to be made for Passengers does not extend to any Special Train required on the Railway, but applies only to the Express and Ordinary Trains from Time to Time appointed by the Company for the conveying of Passengers and Goods upon the Railway.

Restriction  
as to Charges  
not to apply  
to Special  
Trains.

44. Provided always, That the Company may take any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either by reason of any special Service performed by the Company in relation thereto, or with respect to the Conveyance of any Goods, other than small Parcels, by Passenger Trains, or with respect to the Conveyance of small Parcels by Express Trains.

Company  
may take  
increased  
Charges by  
Agreement.

45. The Company on the one Part, and the *London and South-western* Railway Company and the *Sidmouth* Company on the other Part, or either of them, may from Time to Time enter into and carry into effect Contracts or Agreements for or in respect of the working and Use of the Railway hereby authorized, and for or in respect of the Conduct, Regulation, Interchange, and Management of the Traffic upon or over the Railway by this Act authorized, and with respect to the Maintenance and Use of joint or separate Stations at or near the Point where the Railway unites with the Railway of the *Sidmouth* Company, and the Payment, Division, and Apportionment of the Tolls, Rates, and Charges received in respect thereof, and any Matter incidental thereto: Provided always, that, during the Continuance of any Agreement 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 of one Company and partly on the Railway of the other Company Parties to the Agreement for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles, and for each Mile or Fraction of a Mile beyond One Mile as for One Mile only in respect of Passengers, and for each Quarter of a Mile or Fraction of a Quarter of a Mile as for a Quarter of a Mile in respect of Goods, Minerals, and Animals; and no other

Power to  
enter into  
Traffic Ar-  
rangements  
with the  
London and  
South-west-  
ern Com-  
pany.

*The Sidmouth and Budleigh-Salterton Railway Act, 1863.*

Short-distance Charge than such as is herein-before mentioned shall be made for Traffic passing on the Railways of the contracting Parties during the Continuance of any such Agreement: Provided also, that this Enactment shall not have Effect until it shall have been approved of by Proprietors present, in person, or by proxy, at a Special General Meeting of the *London and South-western Railway Company* holding at least Three Fourths of the paid-up Capital of that Company.

Not to affect  
Persons not  
Parties  
thereto.

46. No such Agreement shall in any Matter increase any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railway to which any such Agreement may relate upon Terms and Conditions at least as favourable, and on Payment of Tolls, Rates, and Charges on at least as low a Scale, as they would have been in case no such Agreement had been entered into.

Agreements  
to be ap-  
proved.

47. Any such Agreement shall not have any Operation or Effect unless and until the same shall have been submitted to and approved of by the Board of Trade and by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at a Meeting of each Company Party thereto specially convened with Notice of this Purpose.

Meetings  
how to be  
convened.

48. Every such Meeting of the Company, or of the *London and South-western Railway Company*, or of the *Sidmouth Company*, shall be called by Advertisement inserted for Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of the Company convening such Meeting is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of such Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Board of  
Trade may  
modify  
Agreements.

49. Provided always, That it shall be lawful for the Board of Trade, if they think fit, on the Expiration of every Ten Years from the Commencement of any such Agreement, or on the Expiration of any Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised, and the Board of Trade shall have Power to declare any Modification required by that Board Part of such Agreement, and thenceforth such Agreement shall be construed and take effect accordingly.

*The Sidmouth and Budleigh-Salterton Railway Act, 1863.*

50. At the Expiration of any such Contract or Agreement the Company and the *London and South-western* Railway Company and the *Sidmouth* Company, or either of them, subject to the Approval of the Board of Trade, may enter into a further Contract or Agreement for all or any of the Purposes aforesaid: Provided that before such Companies shall enter into any such further Contract or Agreement as aforesaid they shall give Notice of their Intention to enter into such Contract or Agreement by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper published and circulated in the City of *Exeter* or the County of *Devon*; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract or Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Contract or Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Agreement may be renewed with Approval of Board of Trade.

51. It shall be lawful for the Company, if they shall think fit, from Time to Time to establish and lay down, and to maintain, or to contract with any Companies or Persons for laying down and maintaining, along the Lines of Railway by this Act authorized, One or more Line or Lines of Telegraph.

Power to lay down Electric Telegraph.

52. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made, or the Company, from the Provisions of any General Act relating to Railways, or 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.

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

53. All the Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

Expenses of Act.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1863.

