



CHAP. xcvi.

An Act for making a Railway from the West Somerset A.D. 1871.
Railway at Watchet to Minehead in the county of
Somerset ; and for other purposes. [29th June 1871.]

WHEREAS the making of the railway herein-after described would be attended with local and public advantage :

And whereas the persons in this Act named, with others, are willing at their own expense to construct the railway, and it is expedient that they should be incorporated into a company (herein-after referred to as “the Company”), and that powers should be conferred on them for that purpose :

And whereas plans and sections showing the line and levels of the railway, and a book of reference to such plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands in or through which the railway is to be made and maintained, have been deposited with the clerk of the peace for the county of Somerset, and those plans, sections, and book of reference are in this Act referred to as the deposited plans, sections, and book of reference :

And whereas it is expedient that the agreement in the schedule to this Act between the Company and the Bristol and Exeter Railway Company should be confirmed, and that those companies should be empowered to make and carry into effect such agreements and arrangements as are herein-after expressed :

And whereas the estimated expense of the railway is forty-five thousand pounds, and persons in or connected with the district in which the railway is situated are willing to provide that amount if the minimum annual rent of two thousand pounds provided for by the said agreement is secured to them ; and in the event of additional capital being at any time required the Company desire to raise the same by a separate class of shares, and to attach thereto by way of dividend any sums beyond the said two thousand pounds which may become payable to them under the said agreement up

A.D. 1871. — to a certain amount, and inasmuch as this Act confers no power of borrowing money, it is expedient that the arrangement hereinafter expressed in regard to the share capital of the Company should be authorised :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title. 1. This Act may be cited for all purposes as "The Minehead Railway Act, 1871."

Provisions of general Acts herein named incorporated. 2. "The Companies Clauses Consolidation Act, 1845," Part I. (relating to cancellation and surrender of shares) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction ; the expression "the Company" means the Company incorporated by this Act ; the expressions "the railway" and "the undertaking" mean respectively the railway and undertaking by this Act authorised ; 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.

Company incorporated. 4. George Fownes Luttrell, James Hole, Joseph Gatchell, 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 railway, and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "The Minehead Railway Company," and by that name shall be a 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 of this Act. A.D. 1871.

5. Subject to the provisions of this Act, the Company may make and maintain in the lines 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 enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose. The railway herein-before referred to and authorised by this Act is as follows :

Power to make railway according to deposited plans.

A railway, eight miles and about one furlong in length, commencing in the parish of Saint Decumans in the county of Somerset by a junction with the West Somerset Railway at the termination thereof at Watchet station, and terminating in the parish of Minehead in the same county, near to the sea-beach, and at the south-east side of the road known as the Station Road.

6. The capital of the Company shall be sixty thousand pounds, in six thousand shares of ten pounds each, of which four thousand five hundred shares shall be called class A. shares, and the remaining one thousand five hundred shares shall be called class B. shares.

Capital.

7. 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.

8. 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 four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Calls.

9. The net income received from time to time by the Company, in pursuance of the agreement in the schedule to this Act, or otherwise, shall be applied and paid in the manner and subject to the priorities following :

Dividends on the two classes of shares.

1. In payment of a dividend of four pounds ten shillings per centum per annum on the amount of calls from time to time made and paid up on such of the class A. shares as shall have been issued :

2. In payment of a dividend of six pounds per centum per annum on the amount of calls from time to time made and paid up on such of the class B. shares as shall have been issued :

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3. In payment of an additional dividend of one pound ten shillings per centum per annum on the amount of calls from time to time made and paid up on such of the class A. shares as shall have been issued :

4. The balance, if any, shall be divided rateably between the holders of class A. shares and class B. shares, in proportion to the amount from time to time paid up on each of those classes of shares.

Any deficiency in dividend not to be paid out of income of subsequent year.

10. If in respect of any year ending on the thirty-first day of December there are not funds available for the payment, subject to the before-mentioned priorities, of the full amount of the aforesaid dividends to the holders of class A. shares and class B. shares, or either of such classes, no part of the deficiency shall be made good out of the income of any subsequent year, or out of any other funds of the Company.

Class A. and class B. shareholders to have equal rights.

11. Class A. shares and class B. shares shall confer upon the holders thereof respectively such right of voting at meetings of the Company, and all such other rights, qualifications, privileges, liabilities, and incidents, in proportion to the number of shares in one or both of such classes held by the same person at the same time.

Terms on which shares issued to be stated on certificates.

12. The terms and conditions on which class A. shares and class B. shares are issued, and the moneys applicable to dividend on each class, shall be stated on the certificates thereof respectively.

Application of moneys.

13. All moneys raised under this Act shall be applied for the purposes of this Act only.

General meetings.

14. The first ordinary meeting of the Company shall be held within six months after the passing of this Act, and the quorum for general meetings, whether ordinary or extraordinary, shall be five shareholders, holding together not less than five thousand pounds in the capital of the Company.

Number of directors.

15. The number of the directors shall not be more than five nor less than three.

Qualification of directors.

16. The qualification of a director shall be the possession in his own right of not less than twenty shares.

Quorum.

17. The quorum of a meeting of directors shall be three, but when the number of directors is not more than three the quorum shall be two.

First directors.

18. George Fownes Luttrell, James Hole, and Joseph Gatchell shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present in person or by

proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election, or may appoint additional directors; and at the first ordinary meeting to be held in every year after the first ordinary meeting, the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several persons elected at 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 same Act.

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Election of directors.

19. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1854," shall not exceed one acre.

Lands for extraordinary purposes.

20. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Powers for compulsory purchases limited.

21. Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to 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 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 turnpike road in the parish of Carhampton, numbered 16 on the deposited plans.

Level crossing.

22. The turnpike roads numbered on the deposited plans 4 and 12 respectively, in the parish of Saint Decumans, shall not be diverted and crossed on the level, as shown on those plans, but shall be diverted and carried over the railway by a bridge of the width of at least twenty-five feet from parapet to parapet, in the way shown on a plan signed on the twenty-third day of March one thousand eight hundred and seventy-one, by Sir Francis H. Goldsmid, Chairman of the Select Committee of the House of Commons on the Bill for this Act, and afterwards deposited in the office, at Wells, of the clerk of the peace for the county of Somerset, and with the approach to and entrance of the bridge of the width shown on that plan; the inclination of the said roads when diverted,

Provision as to crossing of roads at Watchet.

A.D. 1871. — according to such last-mentioned plan, shall not be steeper than one in thirteen, and the Company shall, before opening the railway for public traffic construct a footbridge over the railway at or near the west side of the existing station at Watchet.

As to mode of crossing West Somerset Mineral Railway.

23. The bridge for carrying the railway over the West Somerset Mineral Railway shall have a span of at least twenty-four feet and a clear headway throughout the whole span of at least sixteen feet, and shall be constructed according to plans and specifications previously submitted to and approved by the engineer of the West Somerset Mineral Railway Company: Provided that if any difference arises between him and the engineer of the Company, touching the manner of executing the bridge or works affecting the West Somerset Mineral Railway, such difference shall be determined, at the expense of the Company, by an engineer to be appointed at the instance of either Company by the Board of Trade.

Traffic not to be interrupted.

24. In constructing and maintaining the railway it shall not be lawful for the Company to impede the traffic on the West Somerset Mineral Railway, or to interfere with the use of that railway.

Certain land of West Somerset Mineral Railway Company not to be taken without consent.

25. The Company shall not compulsorily, or otherwise than by agreement, take or use any lands of the West Somerset Mineral Railway Company, except so much of their land as may be necessary for the abutments of the bridge by which the railway is to cross over the railway of that Company, and a piece of land, numbered 37, in Saint Decumans, and another corner or piece of land between numbers 27 and 31 in Old Cleeve, which land for the said abutments, and the said two other pieces of land (the whole of such land including the land for the said abutments not to exceed in quantity a quarter of an acre), the Company are to have without compensation.

Lands of the West Somerset Railway not to be taken, nor railway interfered with, except for purpose of forming junction therewith.

26. The Company shall not in any manner, either permanently or temporarily, enter upon, take, or use any of the lands or property of the West Somerset Railway Company, or of the Bristol and Exeter Railway Company, or in any manner alter, vary, or interfere with the West Somerset Railway, or any of the platforms, sheds, offices, and works appertaining thereto, save only so far as may be necessary for the purpose of forming a junction with the West Somerset Railway, as shown on the deposited plans and sections, or as may be otherwise mutually agreed upon between the Company and the Bristol and Exeter Railway Company; and in constructing the railway hereby authorised no deviation of the central line shown on the deposited plans shall be made except with the consent in writing of the Bristol and Exeter Railway Company, under their common seal, first had and obtained.

27. Nothing in this Act contained shall impair or prejudicially affect any rights, powers, or privileges of the West Somerset Railway Company, or of the Bristol and Exeter Railway Company.

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Saving rights
of Companies
herein named.

28. 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, two thousand five hundred pounds bank three per centum annuities, being equal in value to two thousand two hundred and fifty pounds, five per centum upon the amount of the estimate in respect of the railway authorised by this Act, has been transferred to the accountant general of 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 stock shall not be 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 completion of the railway hereby authorised to be made, 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 authorised 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 said stock shall be applied in the manner herein-after specified; and the certificate of the Lords of the said Committee that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, 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.

Deposit
money not
to be repaid
until line
opened, or
half the
capital paid
up and ex-
pended.

29. The said stock transferred as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who may 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

Application
of deposit.

A.D. 1871. — injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said stock shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said stock, or such portion thereof as may not be required as aforesaid, 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: Provided that until the said stock shall have been re-transferred to the transferrors, or shall have 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 person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them.

Period for completion of works.

30. The railway shall be completed within five years from the passing of this Act, and if the railway shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls.

31. The Company may demand and take for the use of the railway, and for the supply of carriages, waggons, or trucks, any tolls not exceeding the following; (that is to say,)

For passengers.

First, in respect of passengers conveyed upon the railway, or any part thereof, as follows:

For every person, twopence per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile.

For animals.

Secondly, in respect of animals conveyed upon the railway, or any part thereof, as follows:

Class 1. For every horse, mule, or other beast of draught or burden, threepence per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

Class 2. For every ox, cow, bull, or neat cattle, twopence per head per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum of one penny per mile:

Class 3. For every calf, pig, sheep, lamb, and other small animal, three farthings per mile; and if conveyed in or upon a carriage

belonging to the Company, an additional sum of one farthing per mile. A.D. 1871.

Thirdly, in respect of goods conveyed upon the railway, or any part thereof, as follows : Tonnage on articles of merchandise.

Class 4. For all dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, coals, culm, cinders, cannel, ironstone, iron ore, limestone, chalk, sand, slag, and clay (except fireclay), per ton per mile one penny farthing ; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny :

Class 5. For all coke, charcoal, pig iron, bar iron, rod iron, sheet iron, hoop iron, plates of iron, wrought iron, heavy iron castings, railway chairs, slabs, billets, and rolled iron, lime, bricks, tiles, slates, salt, fireclay and stone, per ton per mile one penny halfpenny ; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one halfpenny :

Class 6. For all sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves, deals, and metals (except iron), nails, anvils, vices, and chains, and for light iron castings, per ton per mile twopence halfpenny ; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny :

Class 7. For cotton and other wools, drugs, and manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile threepence ; and if conveyed in a carriage belonging to the Company, an additional sum per ton per mile of one penny :

For every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, conveyed on a truck or platform belonging to the Company, sixpence per mile, and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

32. The Company may demand for the use of engines for propelling carriages on the railway any sum not exceeding one penny per mile for each passenger or animal, or for each ton of goods or other articles. Tolls for propelling power.

33. The maximum rates of charge to be made by the Company for the conveyance of passengers along the railway, including the tolls for the use of the railway and of carriages, and for locomotive power, and every other expense incidental to such conveyance, shall not exceed the following sums ; (that is to say,) Maximum rates of charge.

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For passen-
gers.

For every passenger conveyed in a first-class carriage, threepence per mile :

For every passenger conveyed in a second-class carriage, twopence per mile :

For every passenger conveyed in a third-class carriage, one penny farthing per mile.

For animals
and goods.

34. And with respect to the conveyance of goods, carriages, and animals, the Company may lawfully demand and receive as a maximum rate of carriage for the conveyance thereof along the railway, including the tolls for the use of the railway and waggons or trucks and locomotive power, and every 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, and any other services incidental to the duty or business of a carrier, where such services, or any of them, are or is performed by the Company), any rates or sums not exceeding the rates or sums following ; (that is to say,)

For every animal in class 1, fourpence per mile ;

For every animal in class 2, threepence per mile ;

For every animal in class 3, one penny per mile ;

For everything in class 4, one penny halfpenny per ton per mile ;

For everything in class 5, twopence per ton per mile ;

For everything in class 6, threepence per ton per mile ;

For everything in class 7, fourpence per ton per mile ;

And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and weighing more than one ton, carried or conveyed on a truck or platform, per mile sixpence, and if weighing more than one ton, one penny halfpenny for every additional quarter of a ton or fraction of a quarter of a ton which such carriage may weigh.

Regulations
as to the
tolls.

35. The following provisions and regulations shall be applicable to the fixing of such tolls and charges ; (that is to say,)

For articles or persons conveyed on the railway for a less distance than four miles, the Company may demand tolls and charges as for four miles :

For a fraction of a mile beyond four miles, or beyond any greater number of miles, the Company may demand tolls on animals and merchandise 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 an integral number of miles shall be deemed a mile :

For a 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 : A.D. 1871.
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With respect to all articles except stone and timber the weight shall be determined according to the usual avoirdupois weight :

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton, and so in proportion for any smaller quantity.

36. And with respect to small packages and single articles of great weight, be it enacted, that notwithstanding the rates 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 on the railway, or any part thereof, of any parcel not exceeding seven pounds in weight, threepence ;

For the like carriage of any parcel exceeding seven pounds but not exceeding fourteen pounds in weight, fivepence ;

For the like carriage of any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight, sevenpence ;

For the like carriage of any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight, ninepence ;

And for the like carriage of any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight, the Company may demand any sum which they may 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 shall apply 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, shall exceed four tons but shall not exceed eight tons, the Company may demand such sum as they think fit, not exceeding sixpence per ton per mile :

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 with the carriage shall exceed eight tons, the Company may demand such sum as they think fit.

37. Every passenger travelling upon the railway may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in Passengers
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A.D. 1871. — weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal station.

38. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Restrictions as to charges not to apply to special trains.

39. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

40. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description, by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Agreement in schedule confirmed.

41. The articles of agreement contained in the schedule to this Act are hereby confirmed, and the same shall be valid as between the Company and the Bristol and Exeter Railway Company, and obligatory on them respectively, and shall be carried into execution accordingly.

Traffic arrangements.

42. The Company and the Bristol and Exeter Railway Company may from time to time enter into and carry into effect contracts, agreements, and arrangements with respect to the following purposes, or any of them, and any incidental matters; (that is to say,)

The management, maintenance, use, and working of the railway, and the stations, sidings, works, and conveniences connected therewith;

The fixing, collection, division, appropriation, and apportionment of the tolls and other income arising under any such contract, agreement, or arrangement;

The contributions, payments, and allowances to be made and allowed by either of the Companies to the other for or with reference to or on account of any such contract, agreement, or arrangement; and

The services, facilities, and accommodation to be afforded, made, and provided by the Companies respectively.

43. During the continuance of any such contract, agreement, or arrangement for the use of the railway by the Bristol and Exeter Railway Company, the railway of the Company and the West Somerset Railway 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 West Somerset Railway 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 West Somerset Railway.

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Tolls partly
on railway
and partly
on railways
of other
Companies.

44. The Company shall not, out of any money by this Act authorised 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.

45. 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.

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

46. Nothing herein contained shall be deemed or construed to exempt the railway by this Act authorised to be made 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, authorised by this Act.

Railway not
exempt from
provisions of
present and
future gene-
ral Acts.

47. All costs, charges, and expenses of and incidental to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses of
Act.

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SCHEDULE.

ARTICLES of AGREEMENT made the first day of March one thousand eight hundred and seventy-one, between George Fownes Luttrell, of Dunster Castle in the county of Somerset, Esquire, and James Hole, of Knowle House, near Dunster in the said county, Esquire, of the one part, and the Bristol and Exeter Railway Company (herein-after called the Bristol Company) of the other part.

WHEREAS the Minehead Railway Company, herein-after in this agreement called the Minehead Company, are intended to be incorporated by "The Minehead Railway Act, 1871," a Bill for which is now pending in Parliament, and are thereby intended to be empowered to make and maintain a railway, commencing by a junction with the existing line of the West Somerset Railway, near the town of Watchet in the county of Somerset, and terminating in the parish of Minehead in the same county, and the above-named George Fownes Luttrell and James Hole are two of the promoters of and directors named in the said Bill: Now this agreement witnesseth, that for the mutual considerations herein appearing, the said George Fownes Luttrell and James Hole, for and on behalf of the Minehead Company and their successors (but so as not to impose any personal liability on them, the said George Fownes Luttrell and James Hole, or either of them), and the Bristol Company, for themselves and their successors (subject to article 32 of this agreement), hereby mutually agree and contract as follows:

Article 1. The Minehead Company shall in due time make and complete the Minehead Railway from its junction with the West Somerset Railway at Watchet to the passenger station at Minehead, which station is intended to be constructed in or near to the close of land numbered 5 on the deposited plan for the said parish of Minehead (to the railway between which points the term "the Minehead Railway," when hereafter used in this agreement, refers), as a single line of railway on the broad gauge, including proper and sufficient sidings and turn-out and passing places, and approach roads, and proper and sufficient junction, stations and station houses, station accommodation and fittings, goods sheds, waiting sheds, engine sheds, turntables, loading banks, cranes, water supply and apparatus, signals, and all other requisite works and conveniences, including proper and sufficient cottages where requisite at level crossings, if any, and so that the Minehead Railway shall, at the latest by the time limited by Parliament, be approved by the Government inspector as being in all respects fit to be opened and used for public traffic, and the Minehead Company shall maintain the Minehead Railway and works in a proper and efficient manner, and to the reasonable satisfaction of the Bristol Company's engineer, for one year after completion thereof and the opening of the same for public traffic.

Article 2. The Minehead Railway, and the works and conveniences thereof, and the accommodation and other works in connexion therewith (herein-after

included in the expression "the Minehead Railway"), shall be constructed and executed under the direction and superintendence of the Minehead Company's engineer, but subject to inspection from time to time and at all times by the Bristol Company's engineer, and to his reasonable satisfaction, and the latter shall at all times have free and uninterrupted access to and inspection of the Minehead Railway during its construction, and all proper and sufficient facilities for the purpose; and if the two engineers differ as to the due performance by the Minehead Company of the terms of Articles 1 and 2, or either of them, then the matters in difference between them shall from time to time, upon the requisition of the engineers, or either of them, be referred to and determined by a competent and impartial civil engineer, to be agreed on between the said two engineers, or failing their agreement, to be on application by them, or either of them, named for the purpose by the Board of Trade: Provided always, that nothing herein contained shall be construed to compel the Bristol Company to work the Minehead Railway, or any extension thereof, until the same respectively have been completed to the reasonable satisfaction of the Bristol Company's engineer, or until the matters in difference referred to in Article 2 shall have been determined as therein mentioned.

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Article 3. Before the opening of the Minehead Railway for public traffic the Minehead Company shall, to the reasonable satisfaction of the Bristol Company's engineer, assist in making arrangements proper and sufficient for enabling the Bristol Company, on and after the opening of the Minehead Railway for public traffic, to regulate, maintain, repair, work, and use the Minehead Railway in accordance with this agreement, but subject as herein-before and herein-after mentioned.

Article 4. If at any time after the opening of the Minehead Railway for public traffic additional sidings or other works and conveniences are found requisite for the due development or the safe and convenient reception, accommodation, conveyance, or delivery of traffic, the same shall, as and when required by the Bristol Company, be provided by and at the expense of the Minehead Company, to the reasonable satisfaction of the Bristol Company's engineer; but if and so far as the engineers of the two Companies fail to agree as to the necessity for or the propriety or sufficiency of any additional works or conveniences so required, then the matters in difference between them shall be determined in like manner as provided in Article 2.

Article 5. On and for ever after the opening of the Minehead Railway from Watchet to the said passenger station at Minehead for public traffic the subsequent articles of this agreement shall have effect.

Article 6. The Bristol Company shall have the sole and exclusive right of using, working, and regulating the Minehead Railway and the traffic thereon, and shall bear the expense of the officers and servants appointed and employed by them for the purpose thereof, and may make and alter the requisite byelaws for the purpose.

Article 7. The Bristol Company shall at their own expense, except as hereinafter provided, maintain and repair the Minehead Railway (after the expiration of one year provided for by Article 1), such maintenance and repair to include all renewals of rails and other matters, and all repairs proper for the keeping the works and conveniences in good working order, and to be effected to the reasonable satisfaction of the Minehead Company's engineer, who shall at all times have access to and inspection of the Minehead Railway, and all proper facilities for

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the purpose: Provided always, that the Bristol Company are not to be liable to make good any defects or do any repairs arising, directly or indirectly, from defective construction of what kind soever which shall be discovered, and of which notice shall be given to the Minehead Company within two years after the expiration of the one year mentioned in Article 1, and which said defects are to be remedied and repairs made by and at the cost of the Minehead Company; and if the two Companies differ as to the performance by either Company of the terms of this article, then the matters in difference between them shall be determined in like manner as provided in Article 2.

Article 8. If the Minehead Company shall neglect or refuse or become incapable from any cause whatever to maintain the Minehead Railway for the period of one year mentioned in Article 1, or to make good the defects or do the repairs mentioned in Article 7, after twenty-one days notice in writing shall have been given by the Bristol Company to the Minehead Company, then, and in either of the cases aforesaid, it shall be lawful for the Bristol Company to make good such defects and do such repairs as may be necessary in a reasonable and efficient manner, without the consent or interference of the Minehead Company; and all and every such sum and sums as the Bristol Company may lay out or expend for the purposes aforesaid shall forthwith be repaid to the Bristol Company by the Minehead Company, or in default of such repayment shall and may from time to time be deducted from the moneys payable to the Minehead Company under this agreement.

Article 9. The Bristol Company, at their own expense, shall and will (but subject to the provision of Article 2), from and after the opening of the Minehead Railway for public traffic, keep open, work, and use the same for the purposes of railway traffic, subject to the rules and regulations of the Bristol Company.

Article 10. As regards the conveyance of troops, mails, or police, or other traffic (if any), which the Minehead Company may be from time to time lawfully called on to carry on the Minehead Railway, the Bristol Company from time to time, so far as they lawfully can, shall perform for the Minehead Company the services so required.

Article 11. The Bristol Company, at their own expense, shall provide and employ all superintendents, inspectors, station masters, booking clerks, porters, engine drivers, guards, watchmen, and workmen, and all other officers and servants proper for the purpose of working the Minehead Railway and the traffic thereon.

Article 12. The Bristol Company, at their own expense, shall provide all locomotive power, engines, carriages, and other rolling stock, plant, and stores, materials and labour, proper for the working and use of the Minehead Railway by the Bristol Company, and the reception, accommodation, conveyance, and delivery by them of traffic thereon.

Article 13. The Bristol Company shall pay all taxes, rates, tithe and tithe rentcharge, quit rents, and other outgoings in respect of the undertaking, railway, and property of the Minehead Company, other than the rentcharge (if any) granted by the Minehead Company to landowners for the purchase of lands.

Article 14. The Bristol Company shall and may have, use, exercise, and enjoy, for the purposes of this agreement, all the rights, powers, authorities,

and privileges of the Minehead Company with respect to the management, maintenance, repair, working, and use of the Minehead Railway and to the traffic thereon, as fully and in the same manner as if the Minehead Railway were part of the Bristol Company's Railway. A.D. 1871.

Article 15. The Minehead Company shall abstain from doing or concurring in anything that might directly or indirectly interrupt, hinder, interfere with, or in any way disturb the use or quiet enjoyment by the Bristol Company of any of the powers and privileges intended to be secured to them by the agreement.

Article 16. The Bristol Company, in the exercise of their powers and privileges under this agreement, shall in all respects duly perform and observe all enactments for the time being in force with respect to the management, maintenance, repair, working, and use of the Minehead Railway and to the traffic thereon; and shall at all times save harmless and keep indemnified the Minehead Company from and against all actions, suits, penalties, forfeitures, losses, damages, costs, charges, expenses, claims, and demands occasioned or incurred by or by reason of any act or default of the Bristol Company, or of any of their directors, agents, officers, or servants, with respect to such management, maintenance, repair, working, use, or traffic as aforesaid.

Article 17. The tolls, rates, fares, and charges to be from time to time demanded and taken on and with respect to the Minehead Railway and the traffic thereon, and all through booking arrangements, both as regards passengers and as regards goods and other traffic, shall be fixed and regulated by the Bristol Company.

Article 18. All the rents, tolls, fares, rates, charges, and other revenues and income whatever from time to time arising and receivable in respect of the undertaking, railway, and property of the Minehead Company (to which expression "the gross receipts from the Minehead Railway," when herein-after used, refers), shall from time to time be demanded and taken by or be paid to and received by the Bristol Company.

Article 19. The Bristol Company shall yearly for ever pay to the Minehead Company, as a minimum rent or yearly payment, such a proportion of the gross receipts as shall not be less than two thousand pounds, by equal half-yearly payments to fall due on the thirtieth day of June and the thirty-first day of December in each year, and to be paid within two months afterwards: Provided always, that the Bristol Company shall be at liberty to retain, out of the said sum of two thousand pounds, any sum or sums of money paid by them under Article 8.

Article 20. Whenever in any year ending thirty-first day of December the gross receipts from the Minehead Railway amount to more than the sum of four thousand pounds, then for every such year, the Bristol Company shall pay to the Minehead Company fifty per cent. or one moiety of such gross receipts, and shall retain for themselves the remaining fifty per cent. or the other moiety of such gross receipts, every payment to be made to the Minehead Company, under the present Article, to fall due half-yearly on the thirtieth day of June and the thirty-first day of December in every such year, and payment to be made within two calendar months thereafter respectively: Provided always, that the Bristol Company shall be at liberty to retain out of the fifty per cent. payable to the Minehead Company any sum or sums of money paid by the Bristol Company under Article 8.

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Article 21. The Bristol Company shall at all times keep, and shall within fourteen days after the end of every four weeks render to the Minehead Company true accounts of the traffic on the Minehead Railway, and of the gross receipts from that railway, and of the rents, tolls, fares, rates, charges, and other revenues and income receivable by the Bristol Company in respect thereof, and of all other matters requisite for the purposes of this agreement to be included therein.

Article 22. All such accounts shall be open at all reasonable times to the inspection of the directors, secretary, or duly authorised agents of the Minehead Company, and the Bristol Company shall afford to them all proper and sufficient facilities for inspection, transcription, and verification.

Article 23. Every difference between the Companies as to the mode of keeping or making out, or the propriety or sufficiency of the accounts in this agreement stipulated for, or any of them, or as to the mode of rendering the half-yearly accounts, or any of them, shall be determinable by arbitration.

Article 24. All such lands (if any), but only such as the Bristol Company's engineer from time to time certifies, in writing under his hand, to be superfluous lands, shall be sold by the Minehead Company when and as they think fit.

Article 25. This agreement shall be in perpetuity.

Article 26. Every notice, requisition, account, or other writing given or sent for any purpose of this agreement by or on the part of either of the Companies to the other, shall be deemed duly given or sent if it is signed by the chairman or secretary of the Company giving or sending it, and is delivered for the other Company to their chairman or secretary, or is left by them with one of their principal officers, as follows, namely, as regards the Bristol Company at their principal office at Bristol, and as regards the Minehead Company at their principal office at Minehead, or is sent by post in a registered letter addressed to the chairman or secretary to whom it might be so delivered, and every such letter shall be deemed to be received by the person to whom it is addressed on the day on which it ought in the ordinary course of post to be delivered at the place to which it is addressed.

Article 27. Whenever and so soon as the Minehead's Company's Railway shall be extended from the said intended station at Minehead to the pier or quay of the harbour of Minehead by the Minehead Company, and shall have been approved by the government inspector as being in all respects fit to be opened and used for public traffic, the same shall, subject to all the provisions of this agreement, be considered as and shall form part of the Minehead Railway, and this agreement shall thenceforth in all respects apply to and include the same, as though it had been comprised in the term "the Minehead Railway" in Article 1; and the provisions of Articles 2 and 7 shall, so far as they are applicable, apply to the railway from the said intended station at Minehead to the pier or quay of the harbour of Minehead.

Article 28. All matters by this agreement stipulated to be determined by arbitration, and all matters in difference between the Companies from time to time arising on or with reference to the construction, effect, incidents, or consequences of this agreement, or to the performance of this agreement, or any article thereof, by or on the part of either of the Companies, or on or with reference to any of the subject matters in this agreement, or on or with reference to any act, deed, matter, or thing from time to time made, done, executed, assented to, or suffered in pursuance of this agreement, on the application of either Com-

pany shall, except as to Articles 1, 2, and 7, stand referred to the arbitration of a single arbitrator, in accordance with "The Railway Companies Arbitration Act, 1859," and this agreement shall of itself be deemed a reference of every such matter within the meaning and for the purposes of that Act. A.D. 1871.

Article 29. A person whom the Companies by writing under the hands of the chairman of their respective board of directors may from time to time name in that behalf, or in case of either Company failing so to name a person within ten days after being thereunto requested by the other, then a person to be on the application of the Companies, or of either of them, named by the Board of Trade, shall from time to time be the single arbitrator for the purposes of this agreement.

Article 30. Neither of the Companies shall at any time commence any proceeding at law or in equity against the other, with respect to any matter that could be decided by arbitration under this agreement (except, if requisite, a proceeding for compelling the reference of the matter to arbitrator in accordance with this agreement), or for giving effect to the reference, or to any award thereon.

Article 31. This agreement shall be scheduled to and confirmed by "The Minehead Railway Act, 1871," and shall be thereby made obligatory on the Bristol Company and on the Minehead Company as if it were executed by them after their incorporation; but from and after the confirmation aforesaid all further liability of the said George Fownes Luttrell and James Hole shall cease and determine.

Article 32. If the Minehead Railway shall not be authorised by Parliament in the present year this agreement shall be void.

In witness whereof the said George Fownes Luttrell and James Hole have hereunto set their hands and seals, and the said Bristol and Exeter Railway Company have hereunto caused their common seal to be affixed, the day and year first before written.

GEORGE FOWNES LUTTRELL.

L.S.

JAMES HOLE.

L.S.

Signed, sealed, and delivered by the above-named George Fownes Luttrell and James Hole, in the presence of

THOMAS PONSFORD, of Bardon, near Taunton,
Somerset, solicitor.

Seal of the Bristol and Exeter
Railway Company.

L.S.

