



CHAPTER ccxxiii.

An Act for conferring further powers on the Cornwall Minerals Railway Company in relation to their undertaking, and for authorising arrangements between them and the Great Western Railway Company; and for other purposes. A.D. 1877.
[10th August 1877.]

WHEREAS by "The Cornwall Minerals Railway Act, 1873," (in this Act called "the Act of 1873,") the Cornwall Minerals Railway Company (in this Act called "the Company") were incorporated with a share capital of £750,000 and power to borrow not exceeding £250,000 for the purpose of making and maintaining the railways by that Act authorised, and for other the purposes of that Act:

And whereas by "The Cornwall Minerals Railway Act, 1875," (in this Act called "the Act of 1875,") further powers were conferred on the Company:

And whereas the Company have completed and opened for traffic the whole of their undertaking:

And whereas the undertaking of the Company could be conveniently and economically worked by and in connexion with the railways of the Great Western Railway Company, and the two companies have entered into the agreement which is set forth in the First Schedule to this Act for the working by the Great Western Railway Company of the undertaking of the Company, and for the other matters and things provided for by such agreement, and it is expedient that the same be confirmed:

And whereas some portions (herein-after referred to as the demised premises) of the undertaking of the Company are held by the Company of and from the trustees of the estates of the late Joseph Thomas Treffry, Esquire (herein-after called "the trustees"), under and by virtue of the Act of 1873, and the agreements and assignment referred to in section 5 of that Act, and "Treffry's

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A.D. 1877. Estate Act, 1872," and the agreement and supplemental agreement set forth in the schedule to that Act, and a lease which has been granted in pursuance of the said agreements for a term of sixty years from the first day of January one thousand eight hundred and seventy-two :

And whereas under and by virtue of the said Acts and agreements and lease the Company have, at the expiration of the said term of sixty years, the prior option of purchasing the demised premises :

And whereas the agreements which are set forth in the Second Schedule to this Act (herein-after called "the purchase agreements") for the purchase by the Company of the demised premises, upon the terms and conditions contained in such agreements, and with reference to the other matters and things thereby provided for, have, with the sanction of the Chancery Division of the High Court of Justice, been entered into between the trustees and the other persons parties thereto and the Company, and it is expedient that the purchase agreements should be confirmed and effect given thereto :

And whereas the rent payable by the Company to the trustees under the said lease is an increasing one, the maximum being five thousand pounds per annum, and constitutes a first charge on the demised premises in priority to all debentures and debenture stock of the Company :

And whereas it is expedient that the Company be authorised, for the purpose of raising the purchase money payable to the trustees under the purchase agreements, to create and issue debenture stock bearing interest at the rate prescribed in this Act :

And whereas it is expedient that other provisions be made with respect to the Company and their undertaking :

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 ; (that is to say,)

Short title. 1. This Act may be cited for all purposes as *The Cornwall Minerals Railway Act, 1877.*

Incorporation of general Acts. 2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," and Part III., relating to debenture stock, of "The Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form part of this Act.

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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 :

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Interpretation.

The expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act or any Acts 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 simple contract debt, and not a debt or demand created by statute.

4. The agreement between the Company and the Great Western Railway Company which is set forth in the First Schedule to this Act is hereby confirmed and made binding on the two companies, and full effect may and shall be given thereto ; provided that the said agreement shall not in any manner affect any of the tolls, rates, or charges which the companies parties thereto are from time to time respectively authorised to demand and receive from any person or from any other company, but all such persons and companies shall, notwithstanding the said agreement, be entitled to the use and benefit of the railways of the Company on the same terms and conditions, and on payment of the same tolls, rates, and charges, as they would be if the said agreement had not been entered into.

Confirmation of agreement between Company and Great Western Railway Company.

5. Where, under the provisions of this Act, traffic is conveyed partly on the railways of the Company and partly on the railways of the Great Western Railway Company, the railways of the Company and the railways of the Great Western Railway Company shall, for the purposes of short-distance 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 railways of the Company and partly on the railways of the Great Western Railway Company for a less distance than six miles, tolls and charges may only be charged as for six miles ; and in respect of passengers, for every mile or fraction of a mile beyond six 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 six 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 railways of the Company and partly on the railways of the Great Western Railway Company.

Tolls for traffic conveyed partly on Company's railways and partly on Great Western Railway.

6. The Company may and shall, out of the payments to be made to them half-yearly under the agreement set forth in the First Schedule to this Act, apply, as and for the revenues derived from the undertaking of the Newquay and Cornwall Junction Railway

Provisions as to application of a portion of the sums paid to the Company

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A.D. 1877. Company (by the Act of 1873 transferred to the Company), and
under the the railway numbered 6 by that Act authorised, one equal eleventh
agreement part thereof; and the sums so applied shall for all purposes what-
in First soever be and be deemed to be the whole of the revenues derived
Schedule. from the said undertaking of the Newquay and Cornwall Junction
Railway Company and the railway numbered 6 authorised by the
Act of 1873.

Confirming 7. The purchase agreements between the trustees and the other
agreements persons parties thereto and the Company, which are set forth in the
between the Second Schedule to this Act, are hereby confirmed and made
trustees and binding on the parties thereto, and the trustees are hereby
the Com- empowered to and they shall duly carry the same respectively
pany. into effect.

Power to 8. The Company may, for the purpose of paying the purchase
raise money money payable to the trustees under the purchase agreements, and
for purposes otherwise carrying those agreements into execution, raise any sum
of agree- not exceeding in the whole one hundred thousand pounds by the
ments. creation and issue of debenture stock, subject to the provisions of
Part III. of "The Companies Clauses Act, 1863," bearing interest
at not exceeding the rate of four pounds per centum per annum;
but, notwithstanding anything therein contained, the interest of
all debenture stock at any time after the passing of this Act
created and issued by the Company shall rank *pari passu* with the
interest of all mortgages at any time after the passing of this Act
granted by the Company, and shall have priority over all principal
moneys secured by such mortgages.

Application 9. All moneys raised by the Company under this Act shall be
of moneys. applied in paying the purchase money payable to the trustees
under the purchase agreements, and otherwise in carrying those
agreements into execution, and to no other purpose.

Power to 10. The Company may apply to the purposes of the purchase
apply corpo- agreements, or either of them, and this Act, any of the moneys
rate funds to which they now have in their hands, or which they have power to
purposes of raise by shares, stock, debenture stock, or mortgage, by virtue of
Act. any Acts relating to the Company, and which may not be
required for the purposes to which they are by any such Acts made
specially applicable.

Saving 11. Nothing contained in this Act or in the schedules hereto
rights of shall affect section 27 of the Act of 1873 ("for protection of the
Lord estate of Viscount Falmouth"), or any of the provisions thereof,
Falmouth. or any other rights, remedies, powers, property, or interests

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whatsoever vested in, or otherwise belonging to, or exerciseable or enjoyed by the Right Honourable Evelyn Viscount Falmouth, his heirs or assigns, or his tenants, grantees, or licensees, or any of them. A.D. 1877.
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12. The Company shall not, out of any money by any Act relating to the Company authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845." Interest not
to be paid on
calls paid up.

13. Nothing in this Act shall exempt the Company and their railways 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, by any Act relating to the Company authorised. Provision as
to general
Railway
Acts.

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

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

ARTICLES OF AGREEMENT made the thirtieth day of April A.D. 1877, between the Cornwall Minerals Railway Company (herein-after called "the Cornwall Minerals Company") of the one part, and the Great Western Railway Company (herein-after called "the Great Western Company") of the other part.

Whereas the Cornwall Minerals Company were incorporated by "The Cornwall Minerals Railway Act, 1873," and they are now the proprietors of, and work, maintain, manage, and use the following railways in the county of Cornwall, and the stations, sidings, works, and conveniences connected therewith; (that is to say,)

A railway 16 miles 3 furlongs and 9 chains or thereabouts in length, known as the Par and Fowey Railway, commencing at Fowey in the county of Cornwall, and terminating in the parish of Saint Columb Major in the same county by a junction with the Newquay Railway;

A railway 10 miles 6 furlongs and 3 chains or thereabouts in length, known as the Newquay Railway, commencing at Saint Dennis in the said county of Cornwall, and terminating at New Quay in the same county;

A railway 5 miles 2 furlongs and 5 chains or thereabouts in length, known as the Newquay and Cornwall Junction Railway, commencing at Burngallow in the said county of Cornwall by a junction with the Cornwall Railway, and terminating at Saint Dennis in the same county by a junction with the said Newquay Railway;

A branch railway 2 miles and 5 furlongs or thereabouts in length, known as the Ratew Branch, and forming a junction with the said Newquay Railway;

A branch railway 1 mile or thereabouts in length, known as the Carbis Branch, and forming a junction with the said Par Railway and three branch railways of the aggregate

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length of 9 miles 7 furlongs and 5 chains or thereabouts, known as follows; (that is to say,) the East Wheal Rose Branch, the East Wheal Rose Extension, and the Gravel Hill Branch; the first-mentioned branch railway forming a junction with the said Newquay Railway, the secondly-mentioned branch railway forming a junction with the said East Wheal Rose Branch, and the thirdly-mentioned branch railway forming a junction with the said East Wheal Rose Extension Railway:

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And whereas the Great Western Company and the South Devon Railway Company (the railways of which Company are worked in connexion with and practically as part of the system of railways of the Great Western Company) are lessees of the Cornwall Railway, and the Cornwall Railway is worked in connexion with and practically as part of the system of railways of the Great Western Company:

And whereas the railways of the Cornwall Minerals Company communicate with the Cornwall Railway, and the convenience of the public and the interest of the parties hereto would be promoted by the railways of the Cornwall Minerals Company and the railways of the Great Western Company being worked in friendly connexion and in the interests of each other, so as to develop and protect the traffic of each other and traffic to be interchanged between the two systems of railway, and the Great Western Company are willing to work the railways of the Cornwall Minerals Company in connexion with their system of railways, and the companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing:

Now, therefore, these presents witness that it is hereby mutually agreed by and between the Cornwall Minerals Company for themselves, their successors and assigns, and the Great Western Company for themselves, their successors and assigns, each covenanting for their own acts and defaults only as follows; (that is to say,)

Article 1. The expression "the railways," wherever herein-after employed, means and includes (1) the railway or railways of the Cornwall Minerals Company, (2) the railways purchased or leased by them from the trustees under the will of the late Joseph Thomas Treffry, and (3) the sidings, stations, approaches, works, and conveniences connected with the said railways, or any of them.

Article 2. The word "traffic," wherever hereafter employed, means and includes all animals, goods, mineral, small parcel, and

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A.D. 1877. — other traffic of what nature or kind soever, whether local or through, to be conveyed by the Great Western Company on the railways or any part thereof, and all passenger traffic to be conveyed by the Great Western Company on such of the railways of the Cornwall Minerals Company as are now used by that Company as passenger railways, or any of them, or any part or parts thereof, including the Burngullow Branch if converted into a passenger railway; and the words "local traffic," wherever herein-after used, mean and include traffic originating and terminating on the railways; and the words "through traffic," wherever herein-after used, mean and include traffic passing over the railways or some part or parts thereof, and also over the railways or some part or parts thereof respectively from time to time owned, leased, or worked by the Great Western Company, and also including the Cornwall Railway.

Article 3. Before the day on which this agreement shall commence, the Cornwall Minerals Company will, so far as they reasonably can, make all such arrangements as shall be proper and sufficient for enabling the Great Western Company, on and after the commencement of this agreement, to work and use the railways in accordance with this agreement.

Article 4. The Cornwall Minerals Company shall, from and after the date hereof, maintain the railways and their rolling stock, tips, and other works in thorough order and repair, and shall hand them over to the Great Western Company in such order and repair on the 1st day of July 1877, except certain rolling stock specified in a schedule marked B., signed by Sir Daniel Gooch, Baronet, and John William Maclure, Esquire, which the Cornwall Minerals Company are to be entitled to dispose of for their own benefit.

Article 5. The Cornwall Minerals Company shall, if required to do so by the Great Western Company, make all necessary alterations in the Burngullow Branch of their railway so as to admit of its being worked as a passenger railway to and from Newquay, such alterations to be made to the satisfaction of the inspecting officer of the Board of Trade, and to the reasonable satisfaction of the engineer for the time being of the Great Western Company, and to be completed with all reasonable despatch thereafter; or if required by the Great Western Company, instead of making such alterations as aforesaid in the Burngullow Branch, they shall construct a branch railway at or near Par to connect their railway with the Cornwall Railway, such branch to be completed and ready for opening with all reasonable despatch, and to be constructed to the satisfaction of the said inspecting officer of the Board of Trade, and also to the reasonable satisfaction of the engineer of the Great Western Com-

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pany. The Great Western Company shall run such a service of trains, after the completion of the alterations of the said Burngullow Branch Railway, or of the said junction, as the case may be, and after the commencement of this agreement, over the said branch or junction and the railway as they may consider necessary, and in such manner as they may think desirable.

Article 6. The Cornwall Minerals Company shall, before this agreement comes into operation or is binding on the Great Western Company, make all arrangements for raising the necessary capital for putting the railways, tips, and other works and conveniences into a proper and efficient state of repair on or before the commencement of this agreement, and for completing any works at present incomplete, and the Great Western Company shall not be required to provide any capital therefor, or undertake any liability in respect thereof, or otherwise further than to pay the Cornwall Minerals Company's per-centage herein-after referred to, and the payments specified in Article 28 hereof.

Article 7. If on or after the day on which this agreement shall commence any additional sidings or other works or conveniences are found expedient or necessary for the due development or the safe and convenient reception, accommodation, conveyance, or delivery of traffic on the railways, or any of them, or any part or parts thereof, or for compliance with the requirements of any Acts of Parliament, or the obligations of any contract binding on the Cornwall Minerals Company, the same shall, at the request of the Great Western Company, be provided by and at the expense of the Cornwall Minerals Company, and they will provide and complete the same to the reasonable satisfaction of the Great Western Company, and the same when completed shall for the purposes of this agreement be deemed to be part of the railways.

Article 8. If and whenever hereafter it is found necessary for the fulfilment by the Cornwall Minerals Company of any of the articles of this agreement to be fulfilled by them at the request or with the sanction of the Great Western Company that they shall make or incur any expenditure or liability beyond the amount which they then are authorised to raise by shares and by borrowing respectively, they will apply to Parliament or to the Board of Trade, under the provisions of "The Railways Companies Powers Act, 1864," for, and use their utmost reasonable endeavours to obtain, an Act authorising them to raise the requisite amount by shares and by borrowing respectively.

Article 9. If the Great Western Company require the Cornwall Minerals Company to alter the Burngullow Branch or to construct

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A.D. 1877. — the Branch Railway at Par herein-before referred to; or to make any improvements, additions, or alterations on or to the railways or works of the Cornwall Minerals Company, and the Cornwall Minerals Company fail to do so, or to proceed to do so within three months after being required so to do, the Great Western Company may do so at the expense of the Cornwall Minerals Company, and the Cornwall Minerals Company shall give to the Great Western Company such securities as they can, and as the Great Western Company may agree to accept, for any moneys expended or procured to be expended for the said Company on such works, and the Great Western Company may deduct from any moneys due or payable by them to the Cornwall Minerals Company interest at the rate of £5 per cent. per annum on any moneys so expended or procured to be expended as aforesaid next after the Cornwall Minerals Company shall receive or be credited with in any year the sum provided to be paid to them under Article 28 hereof, and if such interest is not paid in full in any one year the balance so unpaid may be deducted by the Great Western Company in any subsequent year in which there may be a surplus.

Article 10. Subject as herein-after mentioned, the Cornwall Minerals Company will not at any time during the continuance of this agreement act as carriers on the railways or any part thereof, and they will abstain from doing and concurring in anything which might directly or indirectly interrupt, impede, interfere with, or in any way disturb the exercise and quiet enjoyment by the Great Western Company of any of the rights, powers, and privileges intended to be secured to them by this agreement.

Article 11. On and after the day on which this agreement shall commence, and during the continuance thereof, the Great Western Company shall and will manage, maintain, control, repair, work, and use the railways and the traffic thereon in accordance with this agreement.

Article 12. On and for ever after the day on which this agreement shall commence, and during the continuance thereof, the Great Western Company shall and will, with engines, carriages, and appliances of all descriptions necessary or usually provided for the occupation, working, and management of railways, and for the effective carrying of the traffic thereon at all times during the continuance of this agreement, properly and sufficiently develop and accommodate the traffic to be conveyed on, to, from, and over the said railways, and for that purpose will run over the railways of the Cornwall Minerals Company such a reasonable number of trains, and of such a class or description, and in such manner as they

may consider necessary, but they shall not be required to convey passenger traffic over any of the railways of the Cornwall Minerals Company (except the Burngullow Branch if converted into a passenger railway) other than those now used by that Company for the conveyance of passenger traffic.

Article 13. On or before the day on which this agreement shall commence, the Cornwall Minerals Company shall hand over to the Great Western Company, free of charge and in good condition and repair, all the tools, utensils, furniture, and other articles and things on the railways and in the factories and workshops of the Company, and the rolling stock specified in a schedule marked A., signed by Sir Daniel Gooch, Baronet, and John William Maclure, Esquire, which rolling stock has been valued at the sum of £40,000, and which rolling stock and other articles and things have been used or obtained by the Cornwall Minerals Company for or in connexion with the working or management of the railways, and the Great Western Company shall thereafter have the free and uninterrupted use of such stock, and all such other articles and things as aforesaid, and they shall at their own expense keep and maintain the same in good order and condition.

Article 14. The rolling stock used by the Cornwall Minerals Company, and specified in a schedule marked B., signed by the said Sir Daniel Gooch, Baronet, and John William Maclure, Esquire, may be sold by that Company, and the proceeds thereof belong to them.

Article 15. On and after the day on which this agreement shall commence, and during the continuance thereof, the Great Western Company will provide and employ all station masters, booking clerks, porters, engine drivers, guards, watchmen, workmen, and servants, and all other officers, for the working, maintenance, and management of the Cornwall Minerals Railway (except the secretary of the Cornwall Minerals Company and staff), and will provide or use all such locomotive power, engines, trucks, and rolling stock (except wagons for mineral traffic), plant, stores, materials, and labour as shall be proper and sufficient for the working and user of the railways or any portion thereof, and the reception, accommodation, conveyance, and delivery of traffic thereon, and the Cornwall Minerals Company shall not be bound to employ or provide any such person or thing.

Article 16. On and after the day on which this agreement shall commence, and during the continuance thereof, the Great Western Company shall, so far as the Cornwall Minerals Company have the power to delegate the same, have, exercise, and enjoy, at their own

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A.D. 1877. — expense and risk, for the purposes of the management, maintenance, repair, working, and user by them of the railways, all the rights, powers, and privileges whatsoever in that behalf of the Cornwall Minerals Company, and as fully and as effectually as if the railways were part of the Great Western Railway.

Article 17. The Great Western Company will, in the exercise of their rights, powers, and privileges under this agreement, in all respects duly perform and observe the several provisions with respect to the management, maintenance, repair, working, and user of the railways and every part thereof, and to the traffic thereon, contained in the Acts from time to time in force with respect to the same, and will at all times fully and freely indemnify and save harmless the Cornwall Minerals Company from and against all obligations and liabilities in that behalf, and all penalties for failures, losses, damages, costs, charges, and expenses, claims, and demands whatsoever in any way occasioned or incurred by, or by reason of any acts or defaults or negligence of the Great Western Company, or any of their directors, agents, officers, or servants, or of the officers or servants appointed by the Great Western Company as herein-before provided for by Article 15.

Article 18. On and after the day on which this agreement shall commence, and during the continuance thereof, the Cornwall Minerals Company will bear and pay all tithes, rentcharges, rents, rates, or taxes, and assessments usually paid by landowners, and the Great Western Company will bear and pay all salaries, wages, and other outgoings in respect of the working of the railway properly chargeable against revenue, except property or income tax, and except the remuneration of the directors and auditors of the Cornwall Minerals Company, and the salaries of their secretary and officers, and their office expenses.

Article 19. If and whenever after the day on which this agreement shall commence, and during the continuance thereof, the Great Western Company make or satisfy any expenditure or liability of the Cornwall Minerals Company properly chargeable against capital, the amount paid or applied by the Great Western Company in that behalf shall, unless the Great Western Company from time to time otherwise agree, be a debt due to them from the Cornwall Minerals Company, and shall bear interest at the rate of £5 per cent. per annum from the time of the payment or application of the same by the Great Western Company to the time of the repayment thereof by the Cornwall Minerals Company.

Article 20. The Great Western Company shall from time to time after the day on which this agreement shall commence, and during

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the continuance thereof, make and satisfy all expenditure and liabilities with respect to the same, except only the expenditure and liability properly chargeable against capital, which shall from time to time be made or satisfied by the Cornwall Minerals Company.

Article 21. The tolls, fares, rates, and charges for local traffic on the railways shall be fixed as high as the traffic will bear, having due consideration to the proper development of the traffic and the net revenue of the railways, and the tolls, fares, rates, and charges for traffic to and from places on the railways to and from Plymouth, Falmouth, St. Ives, and any other adjacent ports, shall be fixed in fair relation to the tolls, fares, rates, and charges to and from Fowey, so as not to create a hostile or unfair competition therewith.

Article 22. On and after the day on which this agreement shall commence, and during the continuance thereof, the tolls, fares, rates, and charges in respect of the railways and the aforesaid traffic thereon, and also in respect of the through traffic, shall be fixed by the general manager for the time being of the Great Western Railway, and he shall have power to fix and quote such rates and fares as he may think proper and necessary, subject as aforesaid, and shall in other respects have and may exercise the same powers and authority in and over the railways, and the traffic thereon, as he shall for the time being have the power to exercise over the Great Western Railway; and the receipts from the through traffic shall be divided in such proportions as may be agreed upon between the joint committee of the Cornwall Minerals Company and of the Great Western Company herein-after provided for, or as, in case of difference, may be determined by the standing arbitrator herein-after referred to.

Article 23. On or before the commencement of this agreement, and on the 1st day of July in every third year thereafter, a committee shall be appointed, to be called the Joint Committee of the Cornwall Minerals and Great Western Railway Companies, for the purpose of apportioning the receipts from through traffic and deciding such questions in difference, if any, arising under this agreement, including any question of local rates, as may from time to time be referred to them by the board of directors of the two Companies parties hereto, or either of them, and such committee shall consist of six members, three of them to be appointed from time to time by the Cornwall Minerals Company, and three of them from time to time by the Great Western Company, with power to either of the companies to call in the standing arbitrator; and in the event of any of the members of the said joint committee dying or resigning, or being removed from office, the company by whom such member was appointed shall appoint another member in his

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Article 24. On or before the commencement of this agreement the directors of the Cornwall Minerals Company and of the Great Western Company shall appoint a gentleman to be the standing arbitrator under this agreement, and on the 1st day of July in every year thereafter the standing arbitrator so appointed, if not re-elected, shall retire from office and another standing arbitrator shall be appointed in his stead, and so on, from time to time, during the continuance of this agreement; and in the event of any difference as to the appointment of a standing arbitrator, a standing arbitrator may be appointed, on the application of either of the Companies, by the Recorder of London for the time being, and the said standing arbitrator shall determine any difference referred to him under this agreement.

Article 25. The directors of the Great Western Company on the one hand, and the directors of the Cornwall Minerals Company on the other, may from time to time remunerate as they think fit the parties appointed by them respectively as members of the said joint committee, and such directors may from time to time make such allowance as they think necessary to the standing arbitrator, the same to be borne in equal proportions by the two companies, and may provide for such expenses or otherwise as may be reasonably incurred by the joint committee and the standing arbitrator, or either of them, on or in respect to the matters referred to them respectively.

Article 26. The gross amount of all the tolls, fares, rates, charges, rents, and income of every description from time to time payable in respect of the railways and the traffic thereon, shall be divided between and belong to the two companies in the following proportions; that is to say,

First. The Great Western Company shall retain thereout the same per-centage of such gross amount as the total working expenses of the Great Western Company for the same period bear to the gross amount of all the tolls, fares, rates, and charges payable to or received by them during such period, (such total working expenses of the Great Western Company for the half-year ending 31st January 1877, showing a per-centage of 53·119 of the gross receipts of that company for that half-year,) and such per-centage shall be retained by the Great Western Company, and shall be received and taken by them in

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satisfaction, except as herein-after provided in the next following article, of all the expenses of and incident to the management, maintenance, repair, working, and user by them of the railways, and all their other expenditure and liabilities incidental to such working under this agreement :

Secondly. The Cornwall Minerals Company shall, except as provided in the next following article, be entitled to, and the Great Western Company shall pay to them, the remaining percentage, which per-centage is herein-after called the Cornwall Minerals per-centage.

Article 27. In carrying out this agreement it has been assumed by the companies parties hereto that rolling stock to the value of £40,000, the interest on which sum is to be taken as equivalent to the sum of £2,000 per annum, is required to work a traffic on the railways to the extent of £40,000 gross receipts per annum, and it has been agreed that interest at the rate of £5 per cent. per annum shall be allowed to the Great Western Company from time to time on the value of any additional rolling stock required or hereby assumed to be required for the working of the traffic on the railways exceeding £40,000 per annum, such interest to be in addition to the amount to be retained by the Great Western Company under the 1st sub-article of Article 26 hereof, and to be in proportion upon any receipts from traffic in excess of the aforesaid amount of £40,000 per annum, it being assumed that a gross traffic in excess of £40,000 will require a corresponding increased value of rolling stock on which interest is to be allowed as aforesaid.

Article 28. If and whenever during the continuance of this agreement the Cornwall Minerals Company's per-centage is less than the annual amounts herein-after specified, the deficiency shall (subject to its repayment as herein-after provided) be made good by the Great Western Company.

The amounts referred to are,—

For the year ending the 1st day of July 1878, £15,000.

For the year ending the 1st day of July 1879, £16,000.

For the year ending the 1st day of July 1880, £17,000.

For the year ending the 1st day of July 1881, £17,250.

For the year ending the 1st day of July 1882, £17,500.

For the year ending the 1st day of July 1883, £17,750.

For the year ending the 1st day of July 1884, £18,000.

For the year ending the 1st day of July 1885, £18,250.

For the year ending the 1st day of July 1886, £18,500.

For the year ending the 1st day of July 1887, £18,800.

And for each year thereafter ending the 1st day of July, £18,800.

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A.D. 1877. Article 29. The gross amount referred to in Article 26 shall include a due proportion of all through fares, rates, and charges, including all terminals, but not including Government duty on passengers paid-ons, and moneys received or receivable, and actually paid or expended for the collection, cartage, and delivery of goods and traffic of every description to or from any terminus or station of the Cornwall Minerals Company or beyond, the whole of which the Great Western Company shall be entitled to deduct and retain or allow prior to any division.

Article 30. The payments to be made to the Cornwall Minerals Company shall be made half-yearly on the 1st day of March and the 1st day of September in every year, or within 15 days after those days respectively, and shall be paid to them, as provided in Article 28, free from all deductions on any account whatsoever except income tax.

Article 31. The Cornwall Minerals Company shall, before the commencement of this agreement, and before it becomes binding on the Great Western Company, place, or procure to be placed, in the hands of the Great Western Company the sum of £11,500, such sum and the interest thereof, if any, to be applied by them in or towards covering or recouping them any loss which they may from time to time sustain in making up to the Cornwall Minerals Company any deficiency between the Cornwall Minerals per-centage and the amounts provided for in Article 28 hereof; and the Great Western Company shall be entitled from time to time to recoup themselves out of the said sum of £11,500, and the interest thereof (if any), any moneys which they may expend in making up to the Cornwall Minerals Company any such deficiency, together with interest thereon at the rate of £5 per cent. per annum.

Article 32. The Great Western Company shall, during the continuance of this agreement, at any time or time, and from time to time, whenever the Cornwall Minerals Company's per-centage exceeds the sums required for the payments provided for in Article 28 hereof, recoup themselves, out of the amount remaining of such per-centage after such payments have been provided for, and after the interest on moneys expended or procured to be expended by them, and herein-before referred to in Article 9 hereof, and after they are paid any other sums due to them, with interest thereon at the rate of £5 per cent. per annum, so far as it may extend, any loss or losses which they may have previously incurred (with interest thereon at the rate of £5 per cent. per annum) in making up the payments provided for in Article 28 hereof, less any

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sum or sums which they may have deducted out of the sum of £11,500 referred to in Article 31 hereof. A.D. 1877.

Article 33. This agreement shall not be binding on the Great Western Company unless the Cornwall Minerals Company shall, on or before the 1st day of November 1877, purchase from the trustees under the will of the late Joseph Thomas Treffry, Esquire, the railways or tramways belonging to the trustees now worked by the Cornwall Minerals Company, and all the rights, powers, and privileges connected therewith, and also arrange with them to extinguish the rentcharge and other payments (if any) payable by the Cornwall Minerals Company; and the Great Western Company shall not incur any liability whatever in respect thereof.

Article 34. The Great Western Company shall not incur any liability whatever in excess of the sums provided to be paid to the Cornwall Minerals Company under Article 28 hereof until the nett receipts, after deduction of working expenses, exceed the above payments, and also until any interest due to them, the Great Western Company, or to parties they may have procured to advance moneys to or expend for the Cornwall Minerals Company, is paid, and also until any moneys due to them, the Great Western Company, is repaid with interest thereon.

Article 35. Each of the two Companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement, which accounts and vouchers shall be open at all reasonable times for the inspection and transcription, so far as may be reasonable and necessary, of the directors and agents of the two Companies respectively; and the two Companies respectively will afford to each other all proper and sufficient facilities for their inspection.

Article 36. With respect to all through traffic passing to and from the railways, and any of the several railways from time to time worked or used by the Great Western Company, and whether or not also passing on any other railway, the accounts of the tolls, fares, rates, and charges for the same shall be so kept as that the proportion thereof applicable to the railways shall be attributed to the railways, and to the several railways from time to time worked or used by the Great Western Company respectively, so as to show clearly the fairness of the apportionment.

Article 37. Each of the two Companies shall, within forty days after the 30th day of June and the 31st day of December in every year, transmit to the other Company an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

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Article 38. If and whenever either of the two Companies within fourteen days after the transmission to them of any abstract of accounts requires the other Company to verify the same, they will do so, and the abstract of accounts shall, if necessary, be made correct, and shall thenceforth be deemed a settled account, or if they permit the fourteen days to pass without requiring the verification of the abstract of accounts, the same shall thereupon be deemed a settled account, and no account once settled shall be reopened.

Article 39. Every notice, request, account, or other writing to be given by either of the two Companies to the other of them for any of the purposes of this agreement, shall be sufficient if it be signed by the secretary of the other Company, or be left for them at, as regards the Cornwall Minerals Company, their principal office in Westminster, or other place as they shall from time to time give notice in writing of to the Great Western Company, or, as regards the Great Western Company, their principal office at Paddington.

Article 40. The Great Western Company shall have the option for a period of five years from the commencement of this agreement to convert this agreement into a lease, upon payment to the Cornwall Minerals Company annually of the amounts specified in Article 28 hereof, and a further sum at the rate of £4 per cent. per annum upon the preference capital of the Cornwall Minerals Company, not exceeding the sum of £450,000, and any additional preference capital which the Cornwall Minerals Company may raise, with the consent of the Great Western Company, and at the rate of $2\frac{1}{2}$ per centum per annum on the ordinary share capital of that Company, not exceeding £375,000.

Article 41. This agreement shall commence on the 1st day of July 1877, and shall, except as herein otherwise provided, continue thereafter for a period of 999 years.

Article 42. The Cornwall Minerals Company shall bonâ fide proceed with and promote their Bill now pending in Parliament authorising working, traffic, and other agreements between them and the Great Western Company, and, subject to the approval of Parliament as herein-before provided for this agreement, shall be scheduled to and confirmed by the said Bill.

Article 43. In the event of the Great Western Company being required at any time hereafter, during the continuance of this agreement, to pay any sum of money, discharge any obligation, fulfil any duty, or perform any service which ought to be paid, discharged, fulfilled, or performed by the Cornwall Minerals Company, and not by the Great Western Company, and the payment,

discharge, fulfilment, and performance of which shall or may be necessary or expedient to enable the Great Western Company to have and enjoy the full benefit of this agreement during the continuance thereof, according to the true intent and meaning of the parties hereto, it shall be lawful for the Great Western Company from time to time to deduct and retain from and out of the Cornwall Minerals per-centage, and from the moneys payable to the Cornwall Minerals Company under Article 28 hereof, or from either of them, any sum or sums of money which shall be so paid by them, the Great Western Company, and also all costs, charges, damages, and expenses which the Great Western Company shall properly incur or sustain by reason or on account of their having discharged such obligation, fulfilled such duty, or performed such service as aforesaid, or by reason or on account of the neglect or omission of the Cornwall Minerals Company to pay, discharge, fulfil, or perform the same respectively as they ought to have done, together with interest on all such payments at the rate of £5 per cent. per annum.

Article 44. This agreement to be subject to the approval of the proprietors of the Great Western Company and of the Cornwall Minerals Company respectively at a general meeting of each of the said Companies specially convened for the purpose, and the majority at each of such meetings to approve of the agreement shall be three fifths of the votes of the proprietors present in person or by proxy at each of such meetings, and this agreement to be also subject to such alterations as Parliament may think fit to make therein; but if the Committee on the Bill make any material alteration respecting the provisions thereof, it shall be competent for either of the Companies parties thereto to withdraw therefrom.

Article 45. The Cornwall Minerals Company shall, on or before the commencement of this agreement, deliver or cause to be delivered to the Great Western Company, free of charge, the following :

1. Parliamentary plans and sections of the railways in duplicate ;
2. Book of reference to the plans ;
3. The working plans and sections, or a copy thereof ;
4. Copies of all contracts, agreements, covenants, or obligations whatsoever, including those with owners, lessees, and occupiers, or others, as to accommodation or other works, sidings, and level crossings ;

and in the event of the Cornwall Minerals Company failing to do so, the Great Western Company, in addition to such remedies as they may have against that Company for not doing so, or to compel them to do so, may obtain, at the expense of the Cornwall Minerals

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A.D. 1877. Company, a copy of such of the above as they can obtain, and may deduct the cost thereof from the first moneys payable by them to or on behalf of the Cornwall Minerals Company, or may recover the same against the Cornwall Minerals Company in any court of competent jurisdiction.

Article 46. Except as herein otherwise provided, all matters herein-before referred to arbitration, and all differences which may arise between the Cornwall Minerals Company, their successors or assigns, and the Great Western Company, their successors or assigns, touching the true intent or construction of this agreement, or anything to be done, suffered, or omitted in pursuance of this agreement, or any of the incidents or consequences of this agreement, or the carrying into effect of any of the articles of this agreement, or any breach or non-fulfilment, or alleged breach or alleged non-fulfilment of this agreement, or any liability, damages, losses, costs, or expenses by reason of any such breach or non-fulfilment, or alleged breach or alleged non-fulfilment, or touching any claim or demand relating to any such liability, damages, losses, costs, or expenses, or otherwise relating to the premises, every such difference shall be referred to and determined by arbitration, in accordance with the provisions of the "Railway Companies Arbitration Act, 1859," and every question or matter so referred shall be deemed to be in difference between the two Companies, and this Article shall accordingly be and have effect as an agreement between the two Companies for arbitration under that Act, except that matters therein expressed to be dealt with by the Board of Trade shall be dealt with by the Recorder of London for the time being, as if he had throughout in the said Act been named therein in place of the Board of Trade.

In witness whereof the Companies parties hereto have hereunto caused their respective common seals to be affixed the day and year first above written.

The common seal of the Cornwall Minerals
Railway Company was affixed hereto in
the presence of—

R. C. PRESTON,
Secretary.



1869.

G. COTTMAN,
Assistant Secretary.



THE SECOND SCHEDULE.

A.D. 1877.

ARTICLES of AGREEMENT made the 20th day of April 1877, between Robert Thomas Head, of the Briars, Alphington, in the county of Devon, Esquire, and Edward Lambert, of York Terrace, Regent's Park, in the county of Middlesex, Esquire, (the trustees of the Treffry Estate in the county of Cornwall, herein-after called the vendors) of the first part, the Reverend Edward John Treffry, of Place, in the county of Cornwall, D.C.L., and Charles Ebenezer Treffry, late of Newquay, in the county of Cornwall, but now of Fowey in the same county, Esquire, of the second part, and the Cornwall Minerals Railway Company (herein-after called "the Company") of the third part.

Whereas by an indenture dated the 16th day of April 1877, and made between certain persons being mortgagees of the Treffry estate, or some part thereof, of the first part, the vendors of the second part, the said Edward John Treffry and Charles Ebenezer Treffry of the third part, and the Company of the fourth part, the said mortgagees and the vendors, with the concurrence of the said Edward John Treffry and Charles Ebenezer Treffry, demised unto the Company the harbour, railways, lands, and hereditaments therein described and delineated, and coloured pink on certain maps annexed thereto, and numbered 1 to 10 inclusive, with the rights and privileges therein specified, and excepting and reserving as therein mentioned for the term of sixty years from the 1st day of January 1872 at the increasing rents therein mentioned, the maximum being a rent of £5,000 per annum, and such indenture is herein-after referred to as the said lease :

And whereas the said lease was executed in pursuance of two agreements, dated respectively the 21st and 22nd days of February 1872, annexed by way of schedule to "Treffry's Estate Act, 1872," and of a supplemental agreement, dated the 24th day of May 1873, made under the authority of the same Act :

And whereas by the terms of the said lease certain lands which the Company have acquired from other owners for the purposes of their lines of railway, the same being delineated in the said maps annexed to the said lease and therein coloured green, are on the expiration or determination of the said lease to belong to the persons herein described as vendors, in the same manner as the hereditaments, lands, and premises demised by the said lease, subject to an option of purchase by the Company as therein mentioned :

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And whereas under the terms of the said agreements the Company had power to take certain lands of the vendors for the purposes of their lines of railway, and besides the lands comprised in or hereafter to be taken under the said lease, and certain other lands situate at or near Fowey referred to in clause 5 herein-after contained, the lands to be taken under the said agreements, and also under the authorities conferred by "The Cornwall Minerals Railway Act, 1873," have been determined and defined and are particularised in a certain agreement dated the 19th day of April 1877 made between the vendors and the Company, and the price to be paid by the Company for such lands, and for the other matters referred to in such agreement, is the sum of £2,450 5s. 9d., with interest as therein mentioned :

And whereas in the construction of their said railways the Company found it expedient to make deviations from the previously existing railways or tramways in certain points, and it was by the said agreement of the 24th day of May 1873 agreed that the other lands forming the site of the railways or tramways for which such deviations were substituted should belong and be conveyed to the Company in fee simple, and the same are included in the said agreement of the 19th day of April 1877 :

And whereas divers claims in respect of the matters herein-after mentioned have been made by the vendors against the Company, and divers questions between the same parties have been raised, and it is desired, subject to the necessary powers being obtained that such agreement for purchase as herein-after contained should be entered into, such purchase to involve the release of claims and settlement of questions as herein-after mentioned :

Now it is hereby agreed between the vendors and the Company, with the privity and consent of the said parties of the second part, that the vendors and the said parties of the second part, or some of them, will (upon previously receiving from the Company a sum of £200 towards the costs thereof) apply to the Chancery Division of the High Court of Justice, and, if deemed by that Division necessary, will also apply or concur in applications to Parliament for all necessary powers to carry out the agreements on the part of the vendors herein-after contained, and, subject to such powers being so obtained, and to the approval of the said Chancery Division, and to the consent of the mortgagees of such parts of the property as are in mortgage being obtained—

It is hereby agreed as follows :

1. The Company shall, on or before the 31st day of October 1877, carry out the purchase herein-after mentioned and the other terms

of this agreement, and if the Company shall complete the said purchase, but not otherwise, the releases and settlements herein-after contained shall take effect accordingly, and be binding on both parties; that is to say,

2. The vendors shall sell, and the Company shall purchase, the fee simple and inheritance, free from incumbrances, of and in all the harbour, lands, railways, hereditaments, machinery, rolling stock, chattels and premises, rights, liberties, privileges, benefits and advantages comprised in and demised by the said lease, and delineated, as to the said harbour, railways and lands, in the said maps annexed thereto numbered 1 to 10 inclusive, and therein coloured pink, and also all the right of the vendors of and in the lands delineated in the said maps, and therein coloured green, and such purchase shall extinguish all rights and obligations of the parties hereto under the said lease or any of the covenants or provisions therein contained, except nevertheless as herein-after particularised; that is to say,

- (A.) There shall not be included in the said sale the lands and hereditaments described in the first part of the schedule hereto:
- (B.) There shall be reserved to the vendors in perpetuity, except where otherwise expressed, the rights described in the second part of the schedule hereto:
- (C.) The right to levy or receive the dues payable for pilchards caught by any of the seine nets or boats belonging to or frequenting Newquay Harbour, called "Hole Money," is not included in the said sale:
- (D.) The Company and the vendors respectively shall continue liable in perpetuity to maintain the retaining walls of the approach from the town to the harbour at Newquay, as delineated on the said map annexed to the said lease, and numbered 8, viz., the vendors to maintain that part of the said walls that adjoins or forms part of their limekilns there situate, and the Company to maintain all the remaining parts thereof:
- (E.) The Company shall continue liable to make and maintain the accommodation works mentioned in the first schedule to the said agreement of the 19th day of April 1877, and the lands included in such agreement shall be conveyed as herein-after mentioned.

3. Without prejudice to the generality of the foregoing Article, the rights and liabilities herein-after particularised shall on such

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viz. :

- (A.) The liability of the Company to pay to the vendors the sum of £2,000 for expenditure on Par Harbour, and the liability of the vendors to expend that sum :
- (B.) The right of the Company to execute any works in Par Harbour, or to be recouped any expenditure thereon :
- (C.) The liability of the Company to take a lease of Par Harbour, as contained in the said agreement of the 22nd day of February 1872 :
- (D.) The liability of the Company to adapt for locomotive engines, or maintain the viaduct and piece of railway mentioned in clause No. 5 in the first part of the schedule hereto, or to convey any granite of the vendors or the South Cornwall Granite Company over such viaduct and piece of railway :
- (E.) The right of the Company to take any lands of the Treffry estate, except those hereby agreed to be sold and conveyed :
- (F.) The liability of the Company to pay the sum of £2,926 15s. 11d. for the rolling stock and other chattels comprised in the said lease, which said rolling stock and chattels shall nevertheless be included in the said purchase :
- (G.) The option of purchase given to the vendors by the said lease at the expiration thereof.

4. The said lands and premises particularised and agreed to be conveyed to the Company by the said agreement of the 19th day of April 1877 shall be conveyed to the Company in fee simple, free from incumbrances, together with the said premises hereby agreed to be sold, except as to the pieces coloured green in the map annexed to the same agreement, which are to be retained by and belong to the vendors. The said sum of £2,450 5s. 9d. and interest payable by the Company for the said lands and other matters under the said agreement shall not be paid, but shall be deemed to be included in the purchase money herein-after mentioned.

5. The lands at or near Fowey delineated in the map drawn in the margin hereof, and therein coloured pink, shall be conveyed to the Company, so far as the vendors lawfully can or may, and so as not to impose any personal liability on them, in fee simple, free from incumbrances, together with such rights and interests (if any) as the vendors possess in so much of the foreshore of the harbour

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of Fowey as lies to the eastward of the said lands, and is above or to the north of the Pill Creek, but without prejudice to the existing rights (if any) of the Lostwithiel and Fowey Railway Company to and upon such foreshore. The price and compensation for the said lands shall be deemed to be included in the purchase money, £103,500, to be paid to the vendors as herein-after mentioned; and all claims on either side in respect of the right of the Company to take so much of such lands as the Company have already taken and used as are coloured pink in the map drawn in the margin hereof (which right was claimed by the Company and denied by the vendors) shall, on the said purchase being carried into effect, so far as the vendors are concerned, be released and extinguished. There shall nevertheless be granted and reserved to the Lostwithiel and Fowey Railway Company a free and uninterrupted right in perpetuity of running their trains, engines, and carriages over the rails of the Company now or hereafter to be placed upon the said lands so delineated and coloured pink or the said foreshore; and the said Lostwithiel and Fowey Railway Company shall be at liberty to lay on such lands or on the foreshore such additional lines of rails and apparatus as in their judgment may be necessary for conveniently working their railway between the point where it now terminates up to and including the existing Fowey Station, or any station which in lieu thereof may hereafter be constructed, but not to the exclusion of the Company's traffic, it being the intention of the parties hereto that the Company and the Lostwithiel and Fowey Railway Company shall be entitled to use, jointly and in a reasonable manner and upon equitable terms, the lands and rails herein-before mentioned, with all the station appurtenances at Fowey; and if any difference shall arise between the Company and the Lostwithiel and Fowey Railway Company as to the mode of or terms for using the said rails, lands, or station there, the vendors will use their best endeavours to promote a settlement of such difference by arbitration, it being nevertheless an instruction to the arbitrators, or their umpire, as the case may be, that the Lostwithiel and Fowey Railway Company shall not be required to pay for any land they may as aforesaid take and use any larger sum than £100 per acre; and the said Company do hereby undertake and agree to refer all questions that may arise between themselves and the said Lostwithiel and Fowey Railway Company on the points aforesaid to arbitration, and to abide by the award so to be made as aforesaid.

6. The claims made by the vendors upon the Company for a loss on the working charges on the tramways of the vendors during

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7. The price to be paid by the Company to the vendors for the said premises so to be sold and conveyed as aforesaid, and otherwise under this agreement, shall be the sum of £103,500.

8. The said purchase money shall be paid and the said purchase shall be completed on or before the 31st day of October 1877, and if the said purchase money shall not be paid on or before that day, then and in that case this agreement and every part thereof shall be absolutely void excepting clauses numbered 12 and 13.

9. The Company shall accept such title as the vendors have to the said lands, interests, and premises hereby agreed to be sold and conveyed, and in case the Company shall require the vendors to make out their title to any of the said lands, interest, and premises, the Company shall pay all such costs and expenses of making out such title as the Company would be bound to do in the case of a purchase under the compulsory powers of "The Lands Clauses Consolidation Act, 1845."

10. The vendors shall not be required to enter into any covenants for title except that they have not incumbered. The mortgagees shall join in the conveyance, and the purchase money shall be paid into the High Court of Justice to the credit of the suit of Meredith versus Treffry to a proper account. The vendors shall covenant to produce the title deeds to the said lands and premises, but such covenant shall be qualified so as to bind the vendors only, while the said deeds shall be in their actual possession, and so far as practicable to bind the said deeds into whosoever hands they shall come.

11. In case the parties shall differ as to the form of the conveyance or otherwise as to the mode of execution of this agreement, the same shall be settled by the Judge to whom the cause of "Meredith versus Treffry" is referred in Chambers.

12. The Company shall pay all the costs and expenses of and in any manner incident to the preparation of this agreement, and of all applications to the said Chancery Division and to Parliament, for carrying these presents into effect, and of all deeds and documents required for the execution of this agreement, including the costs of settling any deeds or documents by the Judge in Chambers if they

should have to be so settled, and the Company shall pay all such costs and expenses whether or not this agreement is carried into effect, and such costs shall include mortgagees costs and surveyors charges (if any). A.D. 1877.

13. If the said purchase shall not be carried out nothing herein contained shall affect the relative rights and liabilities of the vendors and the Company respectively.

14. This agreement may be altered, modified, or added to in any manner, with such sanction and consent, as is prescribed by section 4 of "Treffry's Estate Act, 1872."

15. If this agreement shall for the purpose of enabling the same to be carried into effect be annexed as a schedule to a Bill in Parliament, the same shall be subject to such alterations as Parliament may think fit to make therein, and to the liberty of withdrawal given by the standing orders of Parliament in case any important alteration is made therein.

In witness whereof the Company have hereunto affixed their common seal, and the other parties to these presents have hereunto set their hands and seals the day and year first above written.

The SCHEDULE above referred to.

PART 1.

PROPERTY NOT INCLUDED IN THE SALE.

1. The shipwrights yards and limekilns at Newquay, lying adjacent to Newquay Harbour specified on the map annexed to the said lease, and numbered 8, and the buildings and land at the base of the cliffs on the west and south-west sides of the said harbour.

2. The cellars underneath the road described on the said map, and numbered 8, as "Approach Road to the Quay."

3. The inclined plane leading to the Saint Dennis Clay Works, on the Hendra Down, indicated on the map annexed to the said lease, and numbered 4.

4. The surface of the lands lying over the tunnel between the town and harbour of Newquay, except such right (if any) as the vendors have to enter upon such lands for the purpose of repairing the said tunnel, but the right to use the said tunnel shall be included in the sale.

5. The viaduct and piece of railway connected with the Par Railway shown in the map annexed to the said lease, and numbered 2, from the junction near Bridges shown in the said map to the point marked E on the south end of the Luxulian Viaduct, also marked on the said map.

6. So much of the demised railway as lies between Par Harbour and the north-western abutments of the bridge which carries the Cornwall Railway over the Company's railway.

7. So much of the strip of land at Par, opposite to the existing passenger station there, as lies to the eastward of the river, and between the said river and the Par Canal, and is not now used by the Company.

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PART 2.

RIGHTS RESERVED TO VENDORS.

1. A full and uninterrupted right of access at all times on foot, or with horses, carts, and other vehicles to or from the cellars, limekilns, shipwrights yards, buildings, and land described in the first part of this schedule, numbered 1 and 2.

2. The right (subject to the reasonable regulations of the harbour-master for the time being) at all reasonable times to launch vessels and boats and other craft into Newquay Harbour from the said shipwrights yards, buildings, and land.

3. The right at all times to pass and repass with locomotive engines, trucks, and other vehicles drawn or propelled by horses or other animals, or on foot, over so much of the railway leading to the inclined plane mentioned in the first part of this schedule numbered 3 as lies between the base or end of the said inclined plane and the plot of ground marked on the said map numbered 4 with the letter A, and the use of a siding (if and when constructed by the vendors at their own expense or by the Company) for the loading and unloading of goods and passengers on the said plot marked A, but subject, in the exercise of such right to pass and repass, to the reasonable regulations of the Company, and so as not to obstruct them in their use and enjoyment of the said railway, but the right to load and unload on the plot A as herein mentioned shall be free from all regulations of the Company.

4. The free and uninterrupted right of access by cart and on foot to the coal cellar in or near the town of Newquay, marked "Coal Cellar" on the said map numbered 8, but not to the obstruction of the Company in their use of their line of railway.

5. The right to require the Company during the term of sixty years from the 1st day of January 1872 to provide locomotive engines and trucks and labour for the carriage of and to carry the granite of the vendors in the same manner and on the same terms as to payment and otherwise as in the said lease mentioned, except that such carriage shall commence only at the junction near Bridges mentioned in the said lease and at the point on the old Par Railway marked K on the plan annexed to the said lease and numbered 2, and terminate at the point on the Par Railway adjacent to Par Harbour marked C on the plan annexed to the said lease, and numbered 1.

6. The right to require the Company to remove, or failing compliance by the Company to a requisition to that effect from the vendors themselves to remove, the water ram and any leat or watercourse for supplying it with water at Fowey which the Company may have constructed, but so that the Company shall be at liberty to lay pipes on their own land from such a point in the stream on their Fowey line as will enable the water to flow by gravitation into the Company's tank at or near the point (X) on the said map, but no more water shall be taken from the stream by the Company than is necessary for supplying their engines and the hydraulic tips at the jetties with water, the details of the pipe laying and the mode of diverting the water into the pipes shall be carried

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out to the reasonable satisfaction of the surveyor of the vendors to whom the designs and specifications shall be first submitted for his approval. A.D. 1877.

Signed, sealed, and delivered by the said Robert Thomas Head, Edward John Treffry, and Charles Ebenezer Treffry, in the presence of
 G. W. Couch,
 30, Sandford Street, Exeter,
 Solicitor's Clerk.

Signed, sealed, and delivered by the said Edward Lambert in the presence of
 John L. Syms,
 7, Furnival's Inn,
 Solicitor.

R. T. HEAD. (L.S.)
 EDW. LAMBERT. (L.S.)
 E. J. TREFFRY. (L.S.)
 C. E. TREFFRY. (L.S.)

The common seal of the Cornwall Minerals Railway Company was affixed hereto in the presence of
 R. C. Preston,
 Secretary.



The SECOND SCHEDULE—*continued.*

ARTICLES OF AGREEMENT made the 19th day of April 1877 between Robert Thomas Head, of the Briars, Alphington, in the county of Devon, Esquire, and Edward Lambert, of York Terrace, Regent's Park, in the county of Middlesex, Esquire (the trustees of the Treffry Estate in the county of Cornwall, and herein-after called "the trustees"), of the first part, the Reverend Edward John Treffry, of Place, in the county of Cornwall, Doctor of Civil Law, and Charles Ebenezer Treffry, late of Newquay, in the county of Cornwall, but now of Fowey in the same county, Esquire, of the second part, and the Cornwall Minerals Railway Company (herein-after called "the Company") of the third part.

Whereas under the agreements, dated the 21st and 22nd days of February 1872, annexed by way of schedule to "Treffry's Estate Act, 1872," and a supplemental agreement, dated the 24th day of May 1873, made under the authority of the same Act, the Company had power, in addition to the lands thereby agreed to be leased, to take certain lands the property of the trustees partly for the term

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A.D. 1877. of sixty years for which a lease of certain railways and other property was to be granted under the said agreements, and partly in fee, and as to some lands on payment of a money consideration, and as to others without any such consideration :

And whereas the lands to be so taken, with the exception of lands hereafter to be taken under the terms of the lease herein-after mentioned, have now been ascertained and defined, and the same, so far as they were to be taken for the said term of sixty years, have been included, together with the said lands agreed to be leased in the parcels demised by the indenture of lease dated the 16th day of April 1877 which has been lately executed in pursuance of the said agreements :

And whereas the other lands, namely, those to be taken in fee are delineated and coloured on the maps annexed hereto numbered 1, 2, 3, 4, and 5, those coloured pink and brown in such maps being those to be taken for a money consideration, and those coloured green and purple in such maps being those to be taken without consideration :

And whereas the said lands so comprised in the parcels to the said lease were also to be taken for a money consideration :

And whereas, under the authority of "The Cornwall Minerals Railway Act, 1873," the Company were authorised to purchase by agreement, but not otherwise, and the trustees to sell certain other lands for a money compensation, and such lands are those delineated on the maps annexed hereto numbered 1 and 2, and therein coloured pink :

And whereas, under the authority of the same Act, and in pursuance of the said agreement of the 24th day of May 1873, the Company have agreed to purchase the lands coloured brown on the said map numbered 1 :

And whereas the Company claim that the trustees have granted to the Company the right to take and use other lands at or near Carne Point, in the parish of Fowey, beyond the point marked B on the said map numbered 2, but the trustees deny that they have so done, and the Company have taken possession of such lands and constructed certain works thereon, and this agreement is not intended to affect or alter any existing rights and liabilities (if any) of the parties hereto in reference to such last-mentioned lands :

And whereas it is desired to define the rights of the said parties hereto in reference to the said lands, and otherwise, in manner herein-after appearing :

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Now these presents witness that it is hereby agreed between the trustees and the Company, with the privity and consent of the said parties hereto of the second part, as follows :

1. The said lands to be taken by the Company for the said term of 60 years are those included with other lands in the parcels to the said lease, and the price to be paid by the Company to the trustees for the same is the sum of £291 2s. 6d.

2. The lands to be conveyed to the Company by the trustees in fee for a money consideration are those delineated and coloured pink and brown in the maps annexed hereto numbered 1 and 2, and are further described in the second schedule hereto, parts 1 and 2, together with the perpetual easement and right of entry on the surface of the land over the tunnel through the closes numbered 45, 48, and 49 on the said map numbered 2 for the purpose of repairing the telegraph posts and wires thereon, the right in perpetuity of tunnelling through and under such closes and of using the said tunnel only being intended to be conveyed. The price to be paid for the same is the sum of £1,712 19s. 3d. This sum includes the value of the timber on the said lands, compensation for injury done by the deposit of spoil on the surface of land over and adjacent to the tunnel in the closes numbered 48 and 49 in the map numbered 2, and also compensation for the erection of new limekilns at Par. The said lands shall also be sold, subject to the provisions of "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845." The Company shall also pay to the trustees the sum of £446 4s. as compensation for the extra cost incurred by the trustees between the time when the old limekilns had to be abandoned and the completion of the new limekilns, and for the cost of extra haulage of granite from July 1874 to October 1876 in consequence of the non-construction of sidings, which by the agreement dated the 24th day of May 1873 were to be provided by the Company for the use of the trustees. The Company shall also execute and make and for ever maintain the accommodation works particularised in the first schedule hereto.

3. The said sums of £291 2s. 6d., £1,712 19s. 3d., and £446 4s. make up an aggregate of £2,450 5s. 9d. The sum of £2,278 15s., part thereof, shall bear interest at 5 per cent. per annum from the 1st January 1873 until paid, and the remaining sum of £171 10s. 9d. shall not bear interest.

4. The lands to be conveyed to the Company by the trustees in fee without consideration are those delineated and coloured green and purple in the said maps annexed hereto.

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A.D. 1877. 5. The said lands to be so conveyed as aforesaid shall be conveyed free from incumbrances at the request and cost of the Company, and on payment of the said costs and purchase price.

6. The provisions of the said agreement of the 21st February 1872 shall apply as to the title to and conveyance of the said lands; and the costs and expenses of the same, the costs of this agreement, and of any application to the Chancery Division of the High Court of Justice, or to Parliament (if necessary) for sanctioning the same, and of carrying the same into effect, including costs of mortgagees and surveyors charges, shall be paid by the Company.

7. This agreement, and anything done hereunder, is and shall be subject and without prejudice to the rights of either party in respect of a claim made by the trustees against the Company for compensation for injury done to the Par Canal, of the trustees in the construction of the Company's works, and in respect of the said lands at or near Carne Point, in the parish of Fowey, not delineated and coloured on the said maps annexed hereto.

In witness whereof the Company have hereunto affixed their common seal, and the said other parties hereto have set their hands and seals the day and year first above written.

The FIRST SCHEDULE above referred to.

ACCOMMODATION WORKS TO BE EXECUTED BY THE COMPANY.

1. A level crossing in the close numbered 55, as regards lands in the parish of Fowey, in the map numbered 2, with proper and commodious approaches thereto.

2. A hard road, as shown upon the map numbered 2, to connect the severed parts of closes numbered 57 and 58 in the same map, lying to the westward of the railway in the said parish of Fowey.

3. The approaches to the bridge which has already been built by the Company on the plot numbered 70, in the parish of Fowey, in the map numbered 2, shall be completed by the Company in the form and of the dimensions prescribed by "The Railways Clauses Consolidation Act, 1845," for private roads; and the said approaches shall be so completed within ten years from the 1st January 1877, or in the event of all or any of the lands which belong to the trustees, and lie to the northward of the railway, being leased by them for residential, commercial, or building purposes, then the said approaches shall be formed and completed by the Company in the manner aforesaid within nine calendar months after notice to be at any time before the expiration of the said ten years given by the trustees to the Company.

4. A level crossing in the close numbered 72, in the parish of Fowey, in the said map numbered 2, with proper and commodious approaches thereto.

5. The Company shall maintain the cattle arches which have been built by the Company on the closes numbered 58 and 63, in the said parish of

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Fowey, on the map numbered 2, and shall make and maintain a cattle arch on the close numbered 27 as regards lands in the parish of Saint Dennis in the map numbered 1; the roadways under the said cattle arches so made and to be made, as well as the spaces between the wing walls thereof respectively, shall be cleared of mud, and covered with a coat of hard small broken stones, and shall be so maintained by the Company.

A.D. 1877.

The SECOND SCHEDULE above referred to.

PART I.—LANDS COLOURED PINK ON MAPS NUMBERED 1 AND 2.

Description.	No. on Map.	Area.			Area.		
		A.	R.	P.	A.	R.	P.
PARISH OF FOWEY.							
Piece or parcel of land	-	55	0	2	15		
"	-	56	0	2	18		
"	-	57	0	3	8		
"	-	58	1	0	4		
"	-	59	0	0	36		
"	-	60	0	0	2½		
"	-	61	0	0	35		
"	-	62	0	0	9		
"	-	63	0	2	13		
"	-	67	0	3	0		
"	-	69	0	0	21		
"	-	70	1	0	35		
"	-	72	0	0	39		
						6	1 35½
PARISH OF TYWARDREATH.							
Piece or parcel of land	-	9	0	0	15		
"	-	6	0	0	3		
						0	0 18
LANDS near ST. BLAZEY BRIDGE.							
Piece or parcel of land	-	—	0	0	20		
						0	0 20
PARISH OF ST. DENNIS.							
Piece or parcel of land	-	26	0	0	25		
"	-	27	0	1	7		
"	-	37	0	0	14		
"	-	48	0	0	13		
"	-	49	0	0	24		
						0	3 3
PARISH OF LUXULLIAN.							
Piece or parcel of land	-	58	0	2	17		
"	-	64	0	0	8		
						0	2 25
							A 8 0 21½

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PART II.—LANDS COLOURED BROWN ON MAP NUMBER 1.

PARISH OF TWYARDREATH.

Site of the Company's workshops adjoining the Par Station	A.	R.	P.
of their railway - - - - -	10	1	7

Signed, sealed, and delivered by the above-named
 Robert Thomas Head, Edward John Treffry,
 and Charles Ebenezer Treffry, in the presence
 of

G. W. Couch,
 30, Sandford Street, Exeter,
 Solicitor's Clerk.

Signed, sealed, and delivered by the above-named
 Edward Lambert, in the presence of

John L. Syms,
 7, Furnival's Inn,
 Solicitor.

R. T. HEAD. (L.S.)
 EDW. LAMBERT. (L.S.)
 E. J. TREFFRY. (L.S.)
 C. E. TREFFRY. (L.S.)

The common seal of the Cornwall Minerals
 Railway Company was affixed hereto in the
 presence of

R. C. Preston,
 Secretary.

