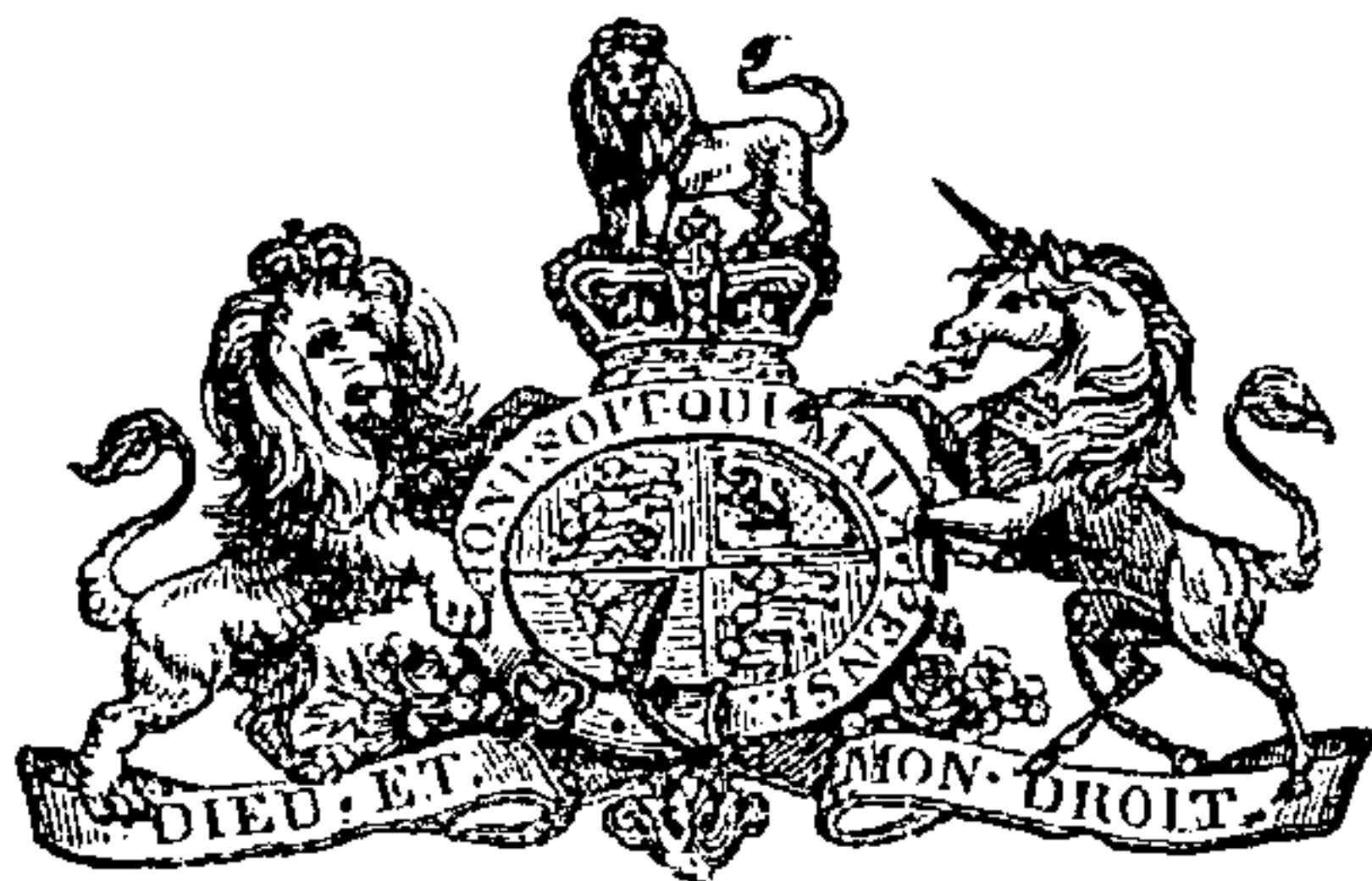




CHAPTER ccv.

An Act for authorizing the construction of Railways to connect the Teign Valley Railway and the town of Chagford with Exeter ; and for other purposes.

A.D. 1883.

[20th August 1883.]

WHEREAS the construction of a Railway in the county of Devon to connect the Teign Valley Railway and the town of Chagford with Exeter would be of public and local advantage :

And whereas the persons hereinafter named with others are willing to carry the undertaking into execution and it is expedient that they be incorporated into a Company and that the requisite powers be conferred upon them :

And whereas it is expedient that the Company on the one hand and the Great Western Railway Company on the other hand should be empowered to enter into and carry into effect agreements as hereinafter provided and that the Heads of Agreement between the promoters of the Bill for this Act and the Great Western Railway Company contained in the Schedule to this Act should be confirmed and made binding on the Company and the Great Western Railway Company respectively :

And whereas Plans and Sections showing the lines and levels of the Railway authorized by this Act and also Books of Reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Devon and are hereinafter respectively referred to as "the deposited Plans Sections and Books of Reference :"

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's Most Excellent Majesty by and

[Ch. ccv.] *Exeter, Teign Valley, and Chagford* [46 & 47 Vict.]
Railway Act, 1883.

- A.D. 1883. — 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 as the Exeter Teign Valley and Chagford Railway Act 1883.
- Incorporation of Acts. 2. The Companies Clauses Consolidation Act 1845 Part I. (relating to Cancellation and Surrender of Shares) and Part III. (relating to Debenture Stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 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. 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 Railways and the undertaking by this Act authorized. For the purposes of this Act 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 simple contract debt and not a debt or demand created by statute.
- Company Incorporated. 4. Edwin Fox Lieutenant Colonel John Walker John Norton and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby 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 and are hereby incorporated by the name of “the Exeter Teign Valley and Chagford 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.
- Power to make Railway &c. 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 Railways hereinafter described with

all necessary and convenient stations approaches bridges roads communications and other works connected therewith and may enter upon take and use such of the lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that purpose The Railways hereinbefore referred to and authorized by this Act are:—

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Railway (No. 1) eight miles in length commencing in a field in the parish of Saint Thomas the Apostle in the county of Devon adjoining the road leading from Exeter to Alphington known as Alphington Road on the south-eastern side thereof at or near a point seventy-five yards or thereabouts measured along the fence forming the south-eastern boundary of the said road in a southerly direction from the bridge carrying the Great Western Railway over the said road and terminating by a junction with the Teign Valley Railway at or near its northern end or termination in the parish of Doddiscombsleigh at a point three hundred and twenty yards or thereabouts measured in a south-easterly direction along the centre of the public highway leading from the bridge over the River Teign called Christow Bridge:

Railway (No. 2) two furlongs and two chains in length commencing by a junction with the branch line of the Great Western Railway to the Exeter Canal Basin of the Corporation at or near a point ten yards or thereabouts measured along the said branch in a southerly direction from the south side of the level crossing by which the said branch railway crosses the public road known as Water Lane and terminating by a junction with Railway No. 1 at or near a point thereon six hundred and fifty-three yards or thereabouts measured in a south-easterly direction from the bridge carrying the Great Western Railway over the Alphington Road:

Railway (No. 3) 2 furlongs 0·40 chains in length commencing by a junction with the Great Western Railway at or near a point one hundred and sixty yards or thereabouts measured along the centre line of such Railway in a south-easterly direction from the bridge carrying the said Railway over the Alphington Road and terminating by a junction with Railway No. 2 at or near a point five hundred and eighty-four yards or thereabouts measured in a south-easterly direction from the said bridge:

Railway (No. 4) 9 miles 6 furlongs and 4·80 chains in length commencing by a junction with Railway No. 1 at or near a point two hundred and eighty-four yards or thereabouts measured in a south-easterly direction from the north-eastern

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extremity of the bridge known as Bridford Bridge carrying the public highway over the River Teign at or near Lea Cross and terminating in a field in the parish of Chagford at or near a point one hundred and seventy-eight yards or thereabouts measured in a southerly direction from the south-west extremity of the bridge known as Rushford Bridge carrying the public highway from Drewsteignton to Chagford over the River Teign:

Railway (No. 5) 2 furlongs and 2·90 chains in length commencing by a junction with Railway No. 1 at a point three hundred and ninety-four yards or thereabouts measured in a north-easterly direction from the north-eastern extremity of the bridge called Bridford Bridge carrying the public highway over the River Teign at or near Lea Cross and terminating by a junction with Railway No. 4 at a point two hundred and fifty-four yards or thereabouts measured in a north-westerly direction from the north-east corner of the said bridge called Bridford Bridge.

For the protection of the Great Western Railway Company.

Not to enter on lands of Great Western Company until Plans of proposed Works affecting that Company approved.

6. For the protection of the Great Western Railway Company (in this section called "the Great Western Company") the following provisions shall have effect (that is to say):—

(1) The Company shall not enter upon or interfere with the Railway of the Great Western Company or any of the lands or works of that Company or execute any works whatever under or affecting the same until the Company shall have delivered to the Great Western Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the principal engineer for the time being of the Great Western Company or in the event of his failure for fourteen days after the delivery of the plans and drawings until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company or in case of difference by an engineer to be appointed by the Board of Trade:

(2) In constructing the Railways Nos. 2 and 3 or either of them by this Act authorized through or over the land and property of the Great Western Company the Company shall not deviate from the centre line shown on the deposited Plans where Railway No. 2 crosses the Railway of the Great Western Company

As to execution of the Railways on Lands of Great Western Company.

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without the previous consent in writing of that Company under their common seal and the said Railway No. 2 where the same is intended to cross the Railway of the Great Western Company shall be carried under that Railway and works by means of an archway or bridge of not less than thirty feet in width between the parapets And the Company shall within six months of being required to do so by the Great Western Company construct and completely finish at their own expense and hand over to the Great Western Company for the free and uninterrupted use of that Company an extension of the said archway or bridge upon one or both sides thereof as may be required by the Great Western Company such extension to be in the aggregate of sufficient width to carry two additional lines of rails with such spaces between them or between the additional lines and the existing lines as the Great Western Company may require and the Great Western Company may at any time or times hereafter upon giving one month's notice to the Company and without being required to pay any sum of money by way of acknowledgment for the easement which may be required for the purpose construct and thereafter maintain at their own expense any further additional extensions of the said bridge to such extent as may be necessary to enable them to carry any number of additional lines of rails over the Railway and such crossing of the said Railway of the Great Western Company shall be effected in such a manner as not to injure the stability of the Railway and works of the Great Western Company in any way whatever:

- (3) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the Railways by this Act authorized over and adjacent to the Great Western Railway Company's Railway of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their Railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise:
- (4) The archway or bridge and any extensions thereof constructed by the Company and the incidental works connected therewith for carrying Railway No. 2 under the main line of the Great Western Railway shall from and after the completion and subject and without prejudice to the duty and obligation of the

Company
to pay the
Great
Western
Company
Expenses of
Watchmen
during con-
struction of
Works.

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Company for ever thereafter at their own expense to uphold and maintain the same in good and sufficient repair and otherwise in respect thereof be the property of the Great Western Company and be deemed part of the structure of their said Railway :

Damages
sustained
by Great
Western
Company to
be repaid.

(5) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their Railway or to any Company or person using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission :

Maintenance
of Works
affecting the
Railways of
the Great ;
Western
Company.

(6) The Company shall at their sole expense at all times maintain the bridges and other works by which the said Railway No. 2 by this Act authorized shall be carried under the Railway of the Great Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the Great Western Company and if and whenever the Company fail so to do after one month's notice from the Great Western Company for that purpose or in case of urgency the Great Western Company may make and do in and upon as well the land of the Company as their own lands all such works and things as the Great Western Company shall think requisite in that behalf for ensuring such repair and the sum from time to time certified by their engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Great Western Company from the Company in any court of competent jurisdiction :

Not to inter-
fere with
Traffic on
Great
Western
Railway.

(7) In constructing the Railways above described and by this Act authorized the Company shall not in any way obstruct or interfere with the traffic passing along the Great Western Railway and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said Great Western Railway so as to impede or prevent the convenient passage of engines and carriages

along the same the Company shall pay to the Great Western Company the sum of thirty pounds per hour during which any such obstruction or interference shall continue : A.D. 1883.

- (8) Except for the purpose of the crossing of Railway No. 2 and for the junction of Railway No. 3 with the Great Western Railway and which junction or the substituted junction herein-after referred to is to be maintained and worked at the expense and risk of the Company the Company shall not take or acquire any land of the Great Western Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorize or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Western Company or to alter vary or interfere with the Railway of that Company or with any of the works thereof further or otherwise than is necessary for the construction of the said Railways Nos. 2 and 3 by this Act authorized without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal And with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorized to purchase take use enter upon or interfere with for the purposes of such crossing or otherwise the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the Great Western Company may at any time or times hereafter should it be necessary for them to do so alter or remove the junction by this Act authorized with their Railway and substitute a new junction therefor but so as such alteration or removal or substituted junction as the case may be shall not stop the traffic of the Railway No. 3 by this Act authorized or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction as the case may be or the signals works and conveniences connected therewith :
- (9) The Company shall pay to the Great Western Company by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands

No Land
of Great
Western
Company
to be taken
except for
certain
Works.

Company
to pay for
Easement.

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- A.D. 1883. Clauses Consolidation Act 1845 relating to the purchase of
 lands otherwise than by agreement :
- Arbitration. (10) If any dispute shall arise between the Great Western Com-
 pany and the Company respecting the matters and provisions
 aforesaid or any of them such dispute shall be settled by an
 arbitrator to be agreed upon between the parties or in case of
 difference to be appointed on the application of either party by
 the president for the time being of the Institution of Civil
 Engineers in London the costs of such arbitration to be in the
 discretion of such arbitrator :
- Saving
 Rights of
 Great
 Western
 Company. (11) Nothing in this Act contained shall extend to prejudice
 diminish alter or take away any of the rights privileges or
 powers of the Great Western Company otherwise than is by
 this Act expressly provided.
- Capital. 7. The capital of the Company shall be two hundred and forty
 thousand pounds in twelve thousand shares of twenty pounds each.
- Shares not
 to be issued
 until One-
 fifth paid. 8. The Company shall not issue any share created under the
 authority of this Act nor shall any such share vest in the person
 or corporation accepting the same unless and until a sum not being
 less than one-fifth of the amount of such share is paid in respect
 thereof.
- Calls. 9. One-fifth of the amount of a share shall be the greatest
 amount of a call and three months at least shall be the interval
 between successive calls and three-fifths of the amount of a share
 shall be the utmost aggregate amount of the calls made in any year
 upon any share.
- Receipt in
 case of Per-
 son not sui
 juris. 10. If any money is payable to a shareholder being a minor idiot
 or lunatic the receipt of the guardian or committee of his estate
 shall be a sufficient discharge to the Company.
- Power to
 Divide
 Shares. 11. Subject to the provisions of this Act the Company with the
 authority of three-fourths of the votes of the shareholders present
 in person or by proxy at a general meeting of the Company specially
 convened for the purpose may from time to time divide any share in
 their capital into half-shares of which one shall be called "preferred
 half-share" and the other shall be called "deferred half-share"
 but the Company shall not so divide any share under the authority
 of this Act unless and until not less than sixty per centum upon
 such share has been paid up and upon every such division fifty per
 centum upon the entire share shall be carried to the credit of the
 deferred half-share (being the whole amount payable thereon) and
 the residue to the credit of the preferred half-share.

12. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half-shares in manner following (that is to say) first in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half-share and the remainder (if any) in payment of dividend on the deferred half-share and the Company shall not pay any greater amount of dividend on the two half-shares than would have from time to time been payable on the entire share if the same had not been divided.

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Dividends
on Half-
shares.

13. Each preferred half-share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half-share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half-share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Dividend on
Preferred
Shares to be
paid out of
Profits of the
Year only.

14. Forthwith after the creation of any half-shares the same shall be registered by the directors and each half-share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half-shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half-share until the certificate of the existing entire share be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Half-shares
to be regis-
tered and
Certificates
issued.

15. The terms and conditions on which any preferred half-share or deferred half-share created under this Act is issued shall be stated on the certificate of each such half-share.

Terms of
Issue to be
stated on
Certificates.

16. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half-shares created under the authority of this Act and every such preferred half-share shall for that purpose be considered an entire share distinct from the corresponding deferred half-share and until any forfeited preferred half-share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or

Forfeiture
of Preferred
Shares.

A.D. 1883. — towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred
Shares not to
be cancelled or
surrendered.

17. No preferred half-share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half-shares
to be Half-
shares in
Capital.

18. The several half-shares under this Act shall be half-shares in the capital of the Company and every two half-shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions hereinbefore contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to
borrow.

19. The Company may from time to time borrow any sum not exceeding eighty thousand pounds in the manner following (that is to say) When and so soon as eighty thousand pounds part of the capital of two hundred and forty thousand pounds shall have been issued and accepted and one-half thereof paid up they may borrow on mortgage any sum not exceeding twenty-six thousand six hundred pounds and when the further sum of eighty thousand pounds part of the said capital of two hundred and forty thousand pounds shall have been issued and accepted and one-half thereof paid up they may in like manner borrow any further sum not exceeding twenty-six thousand six hundred pounds and when the further sum of eighty thousand pounds being the remainder of the said capital of two hundred and forty thousand pounds shall have been issued and accepted and one-half thereof paid up they may in like manner borrow any further sum not exceeding twenty-six thousand eight hundred pounds but no part of either of the said sums of twenty-six thousand six hundred pounds and of the said sum of twenty-six thousand eight hundred pounds shall be borrowed until the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of that portion of the capital in respect of which the borrowing power is proposed to be exercised has been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or

assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof. A.D. 1883.

20. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorize the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than five thousand pounds in the whole. For appointment of a Receiver.

21. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorized) and shall have priority over all principal moneys secured by such mortgages. Debenture Stock.

22. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable. Application of Moneys.

23. The first ordinary meeting of the Company shall be held within six months after the passing of this Act. First Ordinary Meeting.

24. The number of directors shall be six but the Company may from time to time reduce the number provided that the number be not less than three. Number of Directors.

25. The qualification of a director shall be the possession in his own right of not less than forty shares. Qualification of Directors.

26. The quorum of a meeting of directors shall be three but if the number of directors be three the quorum shall be two. Quorum.

27. Edwin Fox Lieutenant Colonel John Walker John Norton and three other persons to be nominated by them or the majority of them and consenting to such nomination 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 nominated as aforesaid or any of them or may elect a new body of directors First Directors.

A.D. 1883. — or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if qualified) eligible for re-election 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 hereinbefore contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for
Extraordi-
nary Pur-
poses.

28. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed seven acres.

Period for
compulsory
Purchase of
Lands.

29. 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.

Power to
take Ease-
ments &c.
by Agree-
ment.

30. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

For the pro-
tection of the
Ecclesiasti-
cal Commis-
sioners.

31. Whereas the said Railway No. 1 is intended to be carried through an estate in the parish of Ide in the county of Devon belonging to the Ecclesiastical Commissioners for England whereby such estate will be severed into two parts Therefore for the purpose of providing for and securing to the Ecclesiastical Commissioners and to their sequels in estate who are hereinafter included together in the expression "the Commissioners" and to the occupiers of the said estate communication between the several portions of that estate and otherwise for their protection the provisions next hereinafter following shall have effect (that is to say)—

(a) The Company shall not without the consent of the Commissioners take use or enter upon any more of the lands belonging to the Commissioners than is absolutely necessary for the construction of the Railway No. 1 and for a passenger station and

such sidings in connection with such passenger station as may be absolutely necessary for the convenient use thereof and approaches thereto : A.D. 1883.

- (b) In constructing the said Railway No. 1 the works shall be commenced at the point of junction with the Teign Valley Railway and be continued from that point towards the city of Exeter and no land belonging to the Commissioners in the said parish of Ide shall be taken nor any notice to treat be served in respect thereof unless and until the said Railway No. 1 shall have been completed from the said point of junction with the Teign Valley Railway through the tunnel in the parishes of Kenn and Dunsford in the county of Devon (shown on the deposited Plans) up to the point where the said Railway No. 1 enters into the said parish of Ide.

32. Whereas the said Railways or some of them are intended to be carried through estates in the county of Devon belonging to the Earl of Devon or whereof he is tenant for life :

For protec-
tion of Estate
of the Earl
of Devon.

Therefore for the protection of the said Earl of Devon or other the person or persons for the time being entitled to Powderham Castle and the settled estates for the time being held therewith all of which are hereinafter referred to as the Devon Estates the provisions next hereinafter following shall have effect (that is to say)—

- (a) The works of Railway No. 1 shall be commenced from the point of junction of the said Railway with the Teign Valley Railway and shall be continued from that point towards the city of Exeter and no land shall be taken or works commenced in the parish of Alphington unless and until either the Company shall have paid or satisfied the said Earl of Devon or the person or persons for the time being entitled to the possession of the Devon Estate for the whole of the land in that parish required for the purpose of the undertaking or (a) a binding and properly guaranteed contract for the construction of so much of the said Railway as lies in that parish shall have been entered into by the Company and approved of by the said Earl of Devon or such other person or persons as aforesaid and (b) the said Railway No. 1 shall have been completed to formation level from the point of junction with the Teign Valley Railway up to the south west mouth of the tunnel shown on the deposited Plans and Sections :

- (b) No part of the lands forming part of the Devon Estate which shall be required by the Company for any one of its Railways

A.D. 1883.

shall be entered upon by the Company for any purpose whatsoever except surveying or any other preliminary purpose until the amount payable by the Company (whether for value damage compensation or otherwise) in respect of all the lands forming part of the Devon Estate which shall be required by the Company for that particular Railway shall have been ascertained and shall have been actually paid or satisfied by the Company to the said Earl of Devon or such other person or persons as aforesaid or as he or they may direct :

(c) The centre line of such parts of Railways Nos. 1 and 4 as pass through the Devon Estate shall not be varied in any degree without the consent in writing of the said Earl of Devon or such other persons or person as aforesaid first obtained.

Inclination
of Road.

33. In altering for the purpose of this Act the road next hereinafter mentioned the Company may make the same of any inclination not steeper than the inclination hereinafter mentioned in connection therewith respectively (that is to say) :—

Number of Railway.	Number on Deposited Plan.	Parish.	Description of Road.	Intended Inclination.
4	31A	Moretonhampstead -	Public -	1 foot in 10 feet on one side and level on the other side.

Height and
Span of
Bridges.

34. The Company may make the arches of the bridges for carrying the Railway over the roads next hereinafter mentioned of any spans not less than the spans hereinafter mentioned in connection therewith respectively (that is to say) :—

Number of Railway.	Number on Deposited Plan.	Parish.	Description of Road.	Span.
1	20	Alphington -	Turnpike -	30 feet.
1	43	Alphington -	Public -	20 feet.
1	20	Ide -	Turnpike -	25 feet.
1	57	Ide -	Public -	20 feet.
1	93	Ide -	Public -	20 feet.
1	72	Dunsford -	Public -	20 feet.
1	54	Doddiscombsleigh -	Public -	20 feet.
4	86	Doddiscombsleigh -	Public -	20 feet.
4	154	Dunsford -	Public -	20 feet.
5	22	Doddiscombsleigh -	Public -	20 feet.

35. The Company may make the roadway over the bridges by which the following roads will be carried over the Railway of such width between the fences thereof as the Company think fit not being less than the respective widths hereinafter mentioned in connection therewith respectively (that is to say) :—

A.D. 1883.
Widths of
certain road-
ways.

Number of Railway.	Number on Deposited Plan.	Parish.	Description of Roadway.	Width of Roadway.
1	{ 58 1	Alphington - - - }	Public -	15 feet.
1	73	Doddiscombsleigh -	Public -	15 feet.
4	25	Bridford - - -	Public -	15 feet.
4	13	Chagford - - -	Public -	15 feet.

36. Whereas pursuant to the Standing Orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of twelve thousand and five pounds consolidated bank annuities being equal to five per centum upon the amount of the estimate in respect of the Railway has been deposited with Her Majesty's Paymaster-General on account of the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act (which sum is referred to in this Act as the deposit fund) Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for the completion of the Railway open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the Railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the Railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the Railway so opened bears to the entire length of the Railway the Chancery Division shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary

Deposit
Fund not
to be repaid
except so far
as Railway
opened.

A.D. 1883. — to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of Deposit
Fund.

37. If the Company do not previously to the expiration of the period limited for the completion of the Railway complete and open the same for public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the Railways or any portion thereof or who have been subject to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof Provided that until the deposit fund has been repaid to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for
completion
of Works.

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

39. It shall be lawful for the Company to demand and take any tolls for the use of the Railway not exceeding the following (that is to say) : A.D. 1883.
Tolls.

In respect of passengers and animals conveyed on the Railway :

Class 1. For every person conveyed in a first-class carriage per mile two pence ;

Class 2. For every person conveyed in a second-class carriage per mile one penny halfpenny ;

Class 3. For every person conveyed in a third-class carriage per mile one penny ;

Class 4. For every horse mule or ass or other beast of draught or burden conveyed in or upon any carriage per mile two pence ;

Class 5. For every ox cow bull or neat cattle conveyed in or upon any carriage per mile one penny halfpenny ;

Class 6. For every calf pig sheep or lamb or other small animal conveyed in or upon any carriage per mile one halfpenny ;

In respect of goods conveyed on the Railway :

Class 7. For all coals coke culm slack cinders lime limestone and clay except fireclay chalk dung compost and all sorts of common manure and all undressed materials for the repair of highways clay ironstone and iron ore per ton per mile one penny ;

Class 8. For all pig iron bar iron and all other similar descriptions of iron and iron castings not manufactured into utensils or other articles of merchandise guano and artificial manures undressed stones for building pitching and paving bricks tiles common slates fireclay charcoal bats copper tin lead and other ores per ton per mile one penny halfpenny ;

Class 9. For all sugar grain corn flour potatoes hides (dried and salted) dye-woods timber-staves and deals metals (except iron) tinned plates nails anvils vices hoop iron sheet iron and chains per ton per mile two pence ;

Class 10. For lace furs silk drapery millinery china glass cotton wool manufactured goods drugs and all other wares merchandise fish articles matters or things per ton per mile three pence ;

In respect of carriages conveyed on the Railway :

Class 11. 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 carried or conveyed on a truck or platform belonging to the Company if having more

A.D. 1883.

than two wheels per mile four pence and if having only two wheels per mile three pence and for every additional quarter of a ton up to four tons which any such carriage weighs one penny per mile in addition if such carriage have more than two wheels and three farthings per mile in addition if the same have only two wheels.

Tolls for
Carriages
&c.

40. For carriages supplied by the Company the Company may (in addition to the other tolls by this Act authorized) demand or take for or in respect of goods articles matters or things persons or animals comprised in either of the classes hereinbefore specified any tolls not exceeding the tolls next hereinafter mentioned in connection with the class in which such goods articles matters or things persons or animals are respectively comprised (to wit):

For Class 1 for each person per mile one penny ;

For Class 2 for each person per mile three farthings ;

For Class 3 for each person per mile one halfpenny ;

For Class 4 for each animal per mile one penny ;

For Class 5 for each animal per mile one penny ;

For Class 6 for each animal per mile one halfpenny ;

For Class 7 per ton per mile one halfpenny ;

For Class 8 per ton per mile one halfpenny ;

For Class 9 per ton per mile three farthings ;

For Class 10 per ton per mile one penny ;

For Class 11 for each carriage per mile two pence.

Tolls for
Propelling
Power.

41. The tolls which the Company may demand for the use of engines for propelling carriages on the Railway shall not exceed one halfpenny per ton per mile for coals iron ore and iron or one penny per mile for each passenger or animal or for each ton of goods other than coals iron ore and iron in addition to the several other tolls or sums by this Act authorized to be taken.

Regulations
as to Tolls.

42. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say) :

For all passengers animals or goods conveyed on the Railway for a less distance than three miles the Company may demand tolls and charges as for three miles. For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods 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 tolls 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. 1883.

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 weight and so in proportion for any smaller quantity.

43. With respect to small parcels not exceeding five hundred pounds in weight and single articles of great weight notwithstanding anything in this Act the Company may demand and take any tolls not exceeding the following (that is to say) :—

Tolls for
Small
Parcels and
Articles of
Great
Weight.

For the carriage of small parcels on the Railway :

For any parcel not exceeding seven pounds in weight three pence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight five pence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight seven pence ;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight nine pence ;

For any parcel exceeding fifty-six pounds and not exceeding one hundredweight one shilling and six pence and for every additional one hundredweight beyond one hundredweight up to five hundredweight nine pence :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages :

For the carriage of any single thing the weight of which including the carriage exceeds four tons but does not exceed eight tons the Company may demand and take any sum not exceeding six pence a ton per mile :

For the carriage of any single thing the weight of which with the carriage exceeds eight tons the Company may demand and take any sum they think fit.

44. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the Railway including the tolls for the use of the Railway and for carriages and locomotive

Maximum
Rates for
Passengers.

A.D. 1883. power and every other expense incidental to such conveyance shall not exceed the following (that is to say)—

For every passenger conveyed in a first-class carriage the sum of three pence per mile :

For every passenger conveyed in a second-class carriage the sum of two pence per mile :

For every passenger conveyed in a third-class carriage the sum of one penny per mile.

Maximum
Rates for
Animals and
Goods.

45. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the Railway including the tolls for the use of the Railway and for waggons or trucks and locomotive power and for every other expense incidental to the conveyance except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier (where any such service is performed by the Company) shall not exceed the following sums (that is to say)—

Class 4. For each animal four pence per mile :

Class 5. For each animal two pence per mile :

Class 6. For every calf or pig one penny per mile and for every other small animal one halfpenny per mile :

Class 7. One penny halfpenny per ton per mile :

Class 8. Two pence halfpenny per ton per mile :

Class 9. Three pence per ton per mile :

Class 10. Four pence halfpenny per ton per mile :

Class 11. For every carriage if having more than two wheels and not weighing more than one ton and a half six pence and one penny halfpenny for every additional quarter of a ton and if having only two wheels four pence per mile and one penny for every additional quarter of a ton.

Passengers'
Luggage.

46. 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 weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Foregoing
Charges not
to apply to
Special
Trains.

47. 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. A.D. 1883.

48. No station is to be considered a terminal station in regard to any goods conveyed on the Railway which have not been received thereat direct from the consignor of such traffic or are not directed to be delivered thereat to the consignee. Terminal Station.

49. 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 of 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. Company may take increased Charges by Agreement.

50. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the Railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling: Classification Table to be open for Inspection—Copies to be sold.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the Railway render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the Railway shall be distinguished from the terminal charges (if any) and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified: Terminal Charges (if any) to be specified on Application.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by the Regulation of Railways Act 1873 section fourteen. Penalty.

51. The Company on the one hand and the Great Western Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter Power to enter into Traffic Arrangements.

A.D. 1883. — into and carry into effect agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance by the Great Western Railway Company of the Railway of the Company or any part or parts thereof:

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the Railways of the contracting Companies or any or either of them:

The supply and maintenance under any agreement for the Railway of the Company being worked and used by the Great Western Railway Company of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants for the conduct of traffic:

The fixing collection payment appropriation apportionment and distribution of the tolls rates income and profits arising from the respective Railways and works of the contracting Companies or any or either of them or any part thereof.

Tolls on
Traffic con-
veyed partly
on the Rail-
way and
partly on
other Rail-
ways.

52. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the Railways or any part thereof by any other company or companies and during the exercise of the running powers hereinbefore granted the Railways of the Company and of such other company or companies shall for the purposes of short distance tolls and charges be considered as one Railway and in estimating the amounts of tolls and charges in respect of traffic conveyed partly on the Railways of the Company and partly on the Railways of such other company or companies, for a less distance than three miles tolls and charges may only be charged as for three miles. And in respect of passengers for every mile or fraction of a mile beyond three 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 three 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 such other company or companies.

Confirmation
of Heads of
Agreement.

53. The Heads of Agreement between the promoters of the Bill for this Act and the Great Western Railway Company set forth in the Schedule to this Act are hereby confirmed and made binding upon the Company and the Great Western Railway Company respectively.

54. The Company shall not out of any money by any Act relating to the Company authorized 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 provided 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.

A.D. 1883.

Interest not
to be paid
on Calls
paid up.

55. The Company shall not out of any money by this Act authorized to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorizing the Company to construct any other railway or to execute any other work or undertaking.

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

56. Nothing in this Act contained shall exempt the Company or the 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 authorized by this Act.

Provision as
to General
Railway
Acts.

57. 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.

Costs of Act.

A.D. 1883.

The SCHEDULE referred to in the foregoing Act.

HEADS of an AGREEMENT made the Third day of July One thousand eight hundred and eighty-three between EDWIN FOX and JOHN NORTON on behalf of the promoters of the Exeter Teign Valley and Chagford Railway Company of the one part and the Great Western Railway Company of the other part.

WHEREAS the promoters (hereinafter called "the Exeter Company") are now promoting a Bill in the present Session of Parliament for (amongst other things) the construction of certain Railways in the county of Devon And whereas the Great Western Railway Company are opposing such Bill and have presented a Petition against the same And whereas it has been agreed that such Petition and opposition should be withdrawn upon an Agreement being entered into of which the Heads shall be scheduled to and confirmed by such Bill Now it is hereby mutually agreed as follows:—

1. The Exeter Company to construct the several Railways distinguished in their Bill as deposited as Railways Nos. 1 2 and 3 (hereinafter referred to as "the Railway") and such alterations in or additions to the existing Railways of the Great Western and Teign Valley Companies respectively at Exeter and Ashton as may be necessary in consequence of the construction of the Railways of the Company or the traffic conveyed or to be conveyed thereon.

2. The Railway to be constructed with a single line of rails with all necessary works stations passing-places conveniences and appliances and with land and bridges for a double line.

3. The Exeter Company to maintain the Railway and Works above described in good working order and condition for Twelve months after opening From the expiration of such Twelve months the Great Western Company to maintain.

4. From and after the opening of the line for public traffic the Great Western Company to work the Railway in perpetuity and in connection with their system of Railways and provide and employ all requisite staff locomotive power rolling-stock &c. so as to fairly develop the traffic to be accommodated thereby.

5. The Exeter Company to pay all tithe tithe rent-charge rents rates taxes and assessments usually paid by landowners.

6. The Great Western Company to pay all salaries wages and other outgoings in respect of the Railway properly chargeable against revenue except income tax and the remuneration of the directors auditors and secretary of the Exeter Company and his staff.

7. The Exeter Company to make and satisfy all expenditure and liability chargeable against capital.

8. The Exeter Company to pay any rent payable to the Teign Valley Company for the use of that Company's Station at Ashton but so far as the existing station accommodation in the station will permit without charge for maintenance or working expenses.

9. The Great Western Company to accommodate the Exeter Company's traffic in their Exeter Station free of rent until the Exeter Company's percentage payable under the Agreement together with all other sources of revenue of the Exeter Company are sufficient to pay a dividend of Five per cent. on One hundred and sixty-five thousand pounds of the Exeter Company's capital in addition to interest at not exceeding Four and a-half per cent. on Fifty-five thousand pounds of their debenture debt (which sums of One hundred and sixty-five thousand pounds and Fifty-five thousand pounds are for the purposes of this Agreement to be deemed the capital required for the construction and completion in accordance with this Agreement of the Railway) and thereafter the Exeter Company to pay such sums as may be agreed or fixed by arbitration and in the latter event terminals on all traffic passing over the line and arising or terminating at the Great Western Company's Exeter Station to be credited to gross receipts.

10. The gross amount of all tolls &c. to be divided Fifty per cent. to the Great Western Company to cover all their expenses of working the Railway the remaining Fifty per cent. to be paid to the Exeter Company.

11. Deduction to be made before division of gross receipts for Government duty paid-ons cartage collection and delivery &c.

12. In any year in which the Exeter Company's per-centage and all other sources of income is insufficient to pay dividend after payment of interest as aforesaid on the said debenture debt for that year at the rate of Five per cent. on a paid-up capital of One hundred and sixty-five thousand pounds the Great Western Company to allow out of their proportion of the receipts on traffic interchanged between the lines such further sum as may be requisite to make up deficiency not exceeding a rebate of Ten per cent. of the Great Western Company's proportion of such receipts from traffic arising at or destined for places on the Exeter Company's said Railways and carried to or from places on the Railway of the Great Western Company between Bristol and Plymouth inclusive and of Five per cent. of the Great Western Company's proportion of the receipts from traffic arising or terminating as aforesaid and carried to or from other places upon the Great Western Railway but exclusive in both cases of any proportion due to lines worked jointly or worked by the Great Western Company.

13. All differences between the said two Companies and all questions as to the carrying into effect of the provisions of this arrangement shall be determined by arbitration under the Railway Companies Arbitration Act 1859 by a single arbitrator to be if not agreed appointed by the Attorney-General for the time being.

[Ch. ccv.] *Exeter, Teign Valley, and Chagford* [46 & 47 VICT.]
Railway Act, 1883.

A.D. 1883. This Agreement is subject to such alterations as Parliament may think fit to make therein.

As witness the hands of the parties hereto the Third day of July One thousand eight hundred and eighty-three.

On behalf of themselves and all other the } EDWIN FOX.
promoters of the Exeter Company } JOHN NORTON.

Witness to the signatures of Edwin Fox and John Norton—

ALFRED BAYLIFFE

Gray's Inn

Solicitor.

For Great Western Company

J. GRIERSON.

Witness to the signature of the said James Grierson—

R. R. NELSON

Solicitor

Paddington Station.

LONDON: Printed by EYRE and SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1883.