



## CHAPTER CCXXX.

An Act for incorporating the Plymouth Devonport and South Western Junction Railway Company and authorising them to make and maintain the Plymouth Devonport and South Western Junction Railway and for authorising arrangements between them and the London and South Western Railway Company and for other purposes. A.D. 1883.  
[25th August 1883.]

**W**HEREAS the making and maintaining of Railways from the London and South Western Railway at Plymouth and Devonport to that Railway at Lidford and to the authorised Devon and Cornwall Central Railway at Calstock and to the Cornwall Railway at St. Budeaux as by this Act authorised would be of public and local advantage.

And whereas the persons in that behalf in this Act named with others are willing at their own expense to construct the Railways if authorised by Parliament so to do and are desirous of being incorporated into a Company with adequate powers for the purpose and it is expedient that they be incorporated and empowered accordingly as by this Act provided :

And whereas it is expedient that the Company and the London and South Western Railway Company (in this Act called the South Western Company) be authorised to enter into working and other agreements as by this Act provided :

And whereas it is expedient that the Company and all other Companies and persons lawfully using the Railways of the Company be authorised to run over and use the railways and portions of railways in that behalf in this Act specified :

And whereas it is expedient that provision be made for the laying down of an additional rail on the portion in that behalf in this Act specified of the Cornwall Railway to adapt the same to the

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And whereas Plans and Sections showing the lines and levels of the Railways and other works authorised by this Act and also Books of Reference to the Plans containing the names of the owners or reputed owners lessees or reputed 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 respective clerks of the peace for the counties of Devon and Cornwall and are hereinafter respectively referred to as the deposited Plans Sections and Books of Reference.

And whereas the objects of this Act cannot be effected without the authority of Parliament.

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

Short title. 1. This Act may be cited as the Plymouth Devonport and South Western Junction Railway Act 1883.

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

Interpretation. 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" "the Railways" and "the undertaking" mean respectively the Railways and the undertaking by this Act authorised and 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.

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4. The Most Noble Francis Charles Hastings Duke of Bedford K.G., Sir John St. Aubyn Baronet, John Carpenter Garnier, Reginald Butler Edgcumbe Gill, Joseph May, George Theodotus Rolston 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 Plymouth Devonport and South Western Junction 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.

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Company in-  
corporated.

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 and diversions and widening of streets hereinafter described with all proper stations sidings approaches junctions works and conveniences connected therewith or incidental thereto 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 those purposes. The Railways hereinbefore referred to and authorised by this Act are wholly situate in the counties of Devon and Cornwall and are:

Power to  
make rail-  
ways.

Railway No. 1.—A Railway two miles nine chains and twenty links in length commencing in the parish of Charles (Plymouth) otherwise Charles the Martyr in the county of Devon, by a junction with the Friary Station Branch Railway of the London and South Western Railway Company immediately opposite the signal-cabin near the junction of the Sutton Harbour Branch Railway of the said London and South Western Railway Company with the said Friary Station Branch Railway and terminating in the parish of Stoke Damerel in the said county by a junction with the Devonport Branch Railway of the London and South Western Railway Company twenty chains or thereabouts from and to the westward of the junction of that branch railway with the Cornwall Railway.

Railway No. 2.—A Railway nine miles and five chains in length commencing in the said parish of Stoke Damerel by a junction with the said Devonport Branch Railway at the termination thereof in the Devonport Passenger Station and terminating in the parish of Beer Ferris (otherwise Beer Ferrers) in the

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said county on the northern side of the road leading from Beer Alston to Collins Farm House.

Railway No. 3.—A Railway six miles three furlongs and eight chains in length commencing by a junction with the Railway No. 2 at the termination thereof and terminating in the parish of Tavistock in the said county at or near the town of Tavistock and on the southern side of the old Launceston Road five chains or thereabouts from and to the westward of the junction with that road of the roads called or known as Watts Road and Granville Road.

Railway No. 4.—A Railway six miles five furlongs two chains and eighty links in length commencing by a junction with the Railway No. 3 at the termination thereof and terminating in the parishes of St. Mary Tavy (otherwise Mary Tavy) and Brentor or one of them in the said county, by a junction with the London and South Western Railway at or near the southern end of the central passenger platform in the Lidford Junction Station on that railway.

Railway No. 6.—A Railway three miles three furlongs three chains and twenty links in length commencing in the said parish of Beer Ferris (otherwise Beer Ferrers) by a junction with the Railway No. 2 at the termination thereof and terminating in the parish of Calstock in the county of Cornwall by a junction with the Railway No. 3 authorised by the Devon and Cornwall Central Railway Act 1882 ten miles five furlongs and eight chains from the commencement of the said authorised Railway No. 3.

Railway No. 8.—A Railway one furlong six chains and fifty links in length wholly in the said parish of Beer Ferris (otherwise Beer Ferrers) commencing by a junction with the Railway No. 3 on the western side of the road leading from Beer Alston to Esonridge Farm House and terminating by a junction with the Railway No. 6 fifteen chains or thereabouts from and to the northwards of the point where the road leading from Beer Alston to Collins Farm House joins the road from Helstone and Ward.

Railway No. 9.—A Railway one furlong six chains and fifty links in length wholly situate in the parish of St. Budeaux in the county of Devon commencing by a junction with the Railway No. 2 on the south-eastern side of the road from Bull Point Barracks one chain or thereabouts from and to the south-westward of the junction of that road with the Saltash Road and terminating by a junction with the Cornwall Railway

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eighteen chains or thereabouts from and to the northward of the northern end of the timber viaduct carrying the said Cornwall Railway over Weston Mill Lake;

and the diversions and widening of streets hereinbefore referred to and authorised by this Act are wholly situate in the said parish of Charles (Plymouth) otherwise Charles the Martyr and are:

**Diversion No. 1.**—A diversion of Park Street, commencing by a junction with Park Street at a point opposite the house No. 14 in that street and terminating by a junction with Ebrington Street at or near the junction therewith of Park Lane.

**Diversion No. 2.**—A diversion of Clarence Street commencing by a junction with Clarence Street at a point opposite the house No. 27 in that street and terminating at or near the junction of Regent Street and Tavistock Place.

**Diversion No. 3.**—A diversion of Tavistock Street commencing near the junction therewith of Regent Street and terminating at the junction of Tavistock Street with Tavistock Road.

**Diversion No. 4.**—A diversion of Gibbons Street commencing by a junction with Gibbons Street at or near the junction therewith of Park Street and terminating by a junction with Ham Street at or near the junction therewith of Hampton Street.

A widening of Park Street on the southern side thereof, between the junctions therewith of Garden Street and Old Town Street.

Provided always that nothing in this Act contained shall authorise the Company to take of the Common or commonable land known as Black Down situate in the parishes of Saint Mary Tavy and Brentor or one of them more than ten acres.

**6.** The capital of the Company shall be seven hundred and fifty thousand pounds in seventy-five thousand shares of ten pounds each.

Capital and number and amount of shares.

**7.** 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.

Shares not to be issued until one-fifth part thereof shall have been paid up.

**8.** One-fifth of the amount of a share shall be the greatest amount of a call and two months at the least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Calls.

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Receipt in  
case of per-  
sons not  
sui juris.

Power to  
divide  
shares.

**9.** 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.

**10.** 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.

Dividends  
on half-  
shares.

**11.** 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.

Dividends  
on preferred  
shares to be  
paid out of  
the profits of  
the year  
only.

**12.** 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.

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

**13.** 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. A.D.1883.

14. 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.

15. 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 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. Forfeiture of preferred half-shares.

16. No preferred half-share created under the authority of this Act shall be cancelled or be surrendered to the Company. Preferred half-shares not to be cancelled or surrendered.

17. 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. Half-shares to be half shares in capital.

18. The Company may from time to time borrow on mortgage of the undertaking any sum not exceeding in the whole two hundred and forty-nine thousand pounds that is to say in respect of the first five hundred thousand pounds of the capital the Company may borrow not exceeding one hundred and sixty-six thousand pounds and in respect of the remaining two hundred and fifty thousand pounds of the capital the Company may borrow not exceeding eighty-three thousand pounds but no part of either of such sums of one hundred and sixty-six thousand pounds and eighty-three thousand pounds shall be borrowed until the whole capital in respect of which the borrowing power is exercised Power to borrow.

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For appointment of receiver.

**19.** 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 authorise 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 ten thousand pounds in the whole.

Power to create debenture stock.

**20.** 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 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 date of the securities or of the Acts of Parliament or resolutions by which such stock and mortgages shall have been authorised) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

**21.** 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.

First and subsequent meetings.

**22.** The first ordinary meeting of the Company shall be held within twelve months after the passing of this Act and the subsequent ordinary meetings of the Company shall be held twice in every year in the months of February or March and August or September as the directors may appoint.



**23.** The number of directors shall be seven but the Company may from time to time reduce and again increase the number provided that the number be never more than seven nor less than five. A.D. 1883.  
Number of directors.

**24.** The qualification of a director shall be the possession in his own right of not less than fifty shares. Qualifica-  
tion of  
directors.

**25.** The quorum of a meeting of directors shall be four until the number of directors is reduced to five and then the quorum shall be three. Quorum of  
directors.

**26.** The Most Noble Francis Charles Hastings Duke of Bedford, K.G., Sir John St. Aubyn Baronet, John Carpenter Garnier, Reginald Butler Edgcumbe Gill, Joseph May, George Theodotus Rolston and one other person 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 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 varying 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. First  
directors—  
election of  
directors.

**27.** 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 ten acres. Lands for  
extraordi-  
nary pur-  
poses.

**28.** 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. Period for  
compulsory  
purchase of  
lands.

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Power to  
take ease-  
ments &c.  
by agree-  
ment.

**29.** 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.

Owners &c.  
may be re-  
quired to  
sell part of  
premises.

**30.** And whereas in the construction of the Railway and other works by this Act authorised it may happen that portions only of certain of the lands and buildings shown on the deposited Plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without any material detriment thereto. Therefore notwithstanding section ninety-two of the Lands Clauses Consolidation Act 1845 the owners of and persons interested in the lands and buildings described in the Schedule to this Act and which are not less than forty feet above the crown of the tunnel and whereof parts only are required for the purposes of this Act may (if such portions can in the judgment of the jury arbitrators or other authority assessing or determining the compensation under that Act be severed from such properties without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Deviation.

**31.** The Company may in constructing the works by this Act authorised other than the Railways deviate laterally from the lines thereof as shown on the deposited Plans to any extent not exceeding the limits of deviation shown on those Plans and may deviate vertically from the levels of those works as shown on the deposited Sections to any extent not exceeding five feet upwards and five feet downwards.

Inclination  
of roads.

**32.** In altering for the purposes of this Act the roads next hereinafter mentioned the Company may make the same of any

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inclinations not steeper than the inclinations hereinafter mentioned in connection therewith respectively (that is to say) : A.D. 1883.

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
RAILWAY No. 3.			
161	Beer Ferris -	Public Road -	1 in 13 on one side and 1 in 50 on the other.
247	Ditto -	Ditto -	1 in 9.
136	Tavistock -	Ditto -	1 in 16 on one side and 1 in 300 on the other.
144	Ditto -	Ditto -	1 in 13 on one side and 1 in 16 on the other.
159	Ditto -	Ditto -	1 in 13.
RAILWAY No. 6.			
305	Beer Ferris -	Public Road -	1 in 6 and 1 in 7.
90	Calstock -	Ditto -	1 in 18 on one side and 1 in 30 on the other.

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

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
RAILWAY No. 2.				
131	Beer Ferris -	Public road -	15 feet	15 feet
RAILWAY No. 3.				
247	Beer Ferris -	Public road -	15 "	15 "
RAILWAY No. 4.				
273	Tavistock -	Public road -	15 "	15 "
332	Ditto -	Ditto -	15 "	20 "
27	St. Mary Tavy	Ditto -	15 "	12 "
RAILWAY No. 5.				
26	Tamerton Foliot -	Public road -	15 "	15 "
40	Ditto -	Ditto -	15 "	20 "
RAILWAY No. 6.				
80	Calstock -	Public road -	15 "	15 "
86	Ditto -	Ditto -	15 "	15 "
90	Ditto -	Ditto -	15 "	20 "

**34.** The Company may make the roadway over the bridges by which the following roads will be carried over the Railway of such Width of certain roadways.

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No. on deposited Plans.	Parish.	Description of Roadway.	Width of Roadway.
RAILWAY No. 2.			
21	Beer Ferris	Public road	20 feet
46	Ditto	Ditto	15 "
106	Ditto	Ditto	20 "
RAILWAY No. 3.			
161	Beer Ferris	Public road	15 "
192	Ditto	Ditto	15 "
227	Ditto	Ditto	15 "
144	Tavistock	Ditto	15 "
RAILWAY No. 4.			
273	Tavistock	Public road	15 "
58	St. Mary Tavy	Ditto	15 "
92	Ditto	Ditto	15 "
7	Lamerton	Ditto	15 "
RAILWAY No. 6.			
143	Beer Ferris	Public road	15 "

For the protection of the South Western Company.

**35.** Whereas the Railways No. 1 No. 2 and No. 4 by this Act authorised (in this section hereinafter except where expressly mentioned referred to as "the authorised Railways") are so laid out as to form junctions with or otherwise affect various railways of the South Western Company which last mentioned railways and the works in connection therewith collectively or any of them separately are in this section hereinafter (except where expressly mentioned) referred to as "the railways of the South Western Company" therefore the following provisions shall have effect:

(a) The Company shall not enter upon or interfere with the railways or lands and works of the South Western Company or execute any work whatsoever affecting the same or within 30 yards thereof until there shall have been delivered to the South Western Company by the Company plans drawings and specifications (hereinafter referred to as "the said plans") of the works (hereinafter referred to as "the said works") intended to be executed under or affecting those railways which plans shall describe the manner of executing the said works and the materials to be used for the purpose nor until the said plans have been examined and approved in writing by the chief engineer of the South Western Company or in the event

of his failing to approve or disapprove the same for one calendar month after the said plans have been delivered to that Company until the same have been examined and approved by an engineer to be appointed failing agreement by the President for the time being of the Institution of Civil Engineers and the said works shall be executed by the Company at their sole expense and shall respectively be subsequently maintained by the Company in all things according to the said plans as approved under the superintendence and to the reasonable satisfaction of the chief engineer of the South Western Company and if and whenever the Company fails to do so after one month's notice in writing for that purpose (or in case of emergency without notice) the South Western Company may enter upon lands of the Company and may therein and thereon as well as upon their own lands make do and execute any works of maintenance or repair which they from time to time may think requisite in that behalf and the sums from time to time certified by their engineer to be the amount of the expenditure 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 South Western Company from the Company in any court of competent jurisdiction.

- (b) In the carrying of Railway No. 1 under the Devonport Branch of the South Western Company and under the lines and sidings of the North Road Station a tunnel covered way or other works shall be constructed so as not to interfere with those lines and station.
- (c) In the carrying of Railway No. 4 over the Launceston and South Devon Railway which is used by the South Western Company the bridge shall be constructed with a span of not less than 30 feet measured on the square and with 16 feet clear headway above the levels of the rails of that railway.
- (d) Any junction or communication to be at any time made between the authorised Railways and the railways of the South Western Company and all openings in the rails of the railways of the South Western Company shall be made only at such point or points thereon within the limits of deviation as the Company and South Western Company agree and such communication and openings and all sidings side lines and works at or in connection with any such junction or communication which may at any time be made in so far as it may affect the railways of the South Western Company shall whether on the land of the Company or on the land of the South Western

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Company be made by the South Western Company at the sole expense of the Company and except only so far as the Company and the South Western Company otherwise agree or according to the terms and conditions from time to time agreed on between them the same shall be for ever thereafter watched worked maintained and kept in good repair by the South Western Company at the expense of the Company.

(e) The South Western Company may from time to time erect such signals works apparatus and conveniences incident thereto and appoint and remove such watchmen signalmen or other persons as that Company deem necessary for the prevention of danger to or interference with their railways or the traffic thereon at or in connection with any such junction or communication and the working and management of such junction and of such signals and conveniences whether on lands of the South Western Company or on lands of the Company shall be under the exclusive management and regulation of the South Western Company and all the expense of making working watching and maintaining such junction and such signals and conveniences and all incidental expenses connected therewith shall be repaid by the Company to the South Western Company as regards the expense of the erection on the respective completion thereof and as regards all such other expenses at the end of every half-year and in default of such repayment the amount of such expenses and wages may be recovered from the Company by the South Western Company in any court of competent jurisdiction.

(f) The Company shall bear and on demand pay to the South Western Company the expense of the employment by them during the construction of the authorised Railways on or adjacent to the lands of the South Western Company of a sufficient number of inspectors and watchmen to be appointed by them at their sole discretion for watching their railway with reference to and during the construction of the authorised Railways 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 or of their contractors with reference thereto or otherwise.

(g) If by reason of any works or proceedings or any act or omission of the Company or their contractors with reference to the authorised Railways there shall be any obstruction of or interference with the railways of the South Western Company

so as to prevent or impede the convenient passage of engines and carriages along the same the Company shall pay to the South Western Company the sum of twenty pounds by way of ascertained damages for every hour during which such obstruction or interference continues.

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(h) The Company shall from time to time be responsible for and make good to the South Western Company all costs losses damages and expenses from time to time occasioned to the railways of the South Western Company or the traffic thereon or any person or persons using the same or otherwise by reason of the execution or failure of any of the works of or incidental to the authorised Railways or any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the South Western Company from all claims and demands upon or against them by reason of any such execution or failure and of any such act or omission.

(i) No land belonging to the South Western Company shall be taken by the Company without the consent in writing of the South Western Company under their common seal first had and obtained. Provided always that the Company may purchase and take from the South Western Company and that Company shall if so required by the Company grant in perpetuity to the Company an easement or right of using for the purposes of the authorised Railways junctions communications sidings or side lines and for the purpose of the works and conveniences necessary in connection therewith such parts of the lands of the South Western Company as are necessary for those purposes.

(k) Except as is by this Act expressly provided this Act or anything therein contained shall not take away lessen alter or prejudice any of the rights privileges powers or authorities of the South Western Company.

**36.** For the protection of the Cornwall Railway Company in this Act, called the Cornwall Company the following provisions shall have effect that is to say

For the protection of the Cornwall Railway Company.

(1) The Company shall not enter upon or interfere with the railway of the Cornwall 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 Cornwall 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

Not to enter on lands of Cornwall Company until plans of proposed works affecting that Company approved.

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Cornwall Company or in the event of his failure for fourteen days after the delivery of the plans and drawings to approve the same 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 Cornwall Company or in case of difference by an engineer to be appointed by the Board of Trade.

(2) In constructing Railways Nos. 1 and 2 through or under the land and property of the Cornwall Company the Company shall not raise the level of the said Railways or either of them above the levels shown on the deposited Plans where the said Railways respectively cross under the Cornwall Railway or under the tunnel of the Cornwall Company without the previous consent in writing of that Company under their common seal but which consent shall not be unreasonably withheld and such crossings of the said Railways 1 and 2 under the Cornwall Railway or under the tunnel of the Cornwall Company as the case may be shall respectively be effected and maintained in such a manner as not to injure the stability of the railways tunnel and works of the Cornwall Company in any way whatever.

(3) The Cornwall 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 tunnel covered way or other works by which Railways Nos. 1 and 2 respectively are carried under the Cornwall Railway to such an extent as may be necessary to enable them to carry any number of additional lines of rails over the said Railways Nos. 1 and 2 but so as not to interfere with the efficient use and working of the said Railways Nos. 1 and 2.

(4) The Company shall bear and on demand pay to the Cornwall Company the reasonable expense of the employment by them during the making of the said Railways No. 1 and No. 2 under and adjacent to the Cornwall Company's said 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

Company to  
pay to Corn-  
wall Com-  
pany ex-  
penses of  
watchmen  
during con-  
struction of  
works.



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.

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(5) The tunnels covered ways or other works which carry the said Railways Nos. 1 and 2 under the Cornwall Railway and any extensions thereof constructed by the Company and the incidental works connected therewith shall from and after the completion and subject and without prejudice to the duty and obligation of the 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 Cornwall Company and be deemed part of the structure of their said railway.

(6) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Cornwall Company or to the lessees of the Cornwall Railway as the case may be all losses costs damages and expenses which may be occasioned to them respectively or any of their works or property or to the traffic on their railway or to any Company or persons 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 their contractors or otherwise and the Company shall effectually indemnify and hold harmless the Cornwall Company and their lessees or either of them from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission.

Damages  
sustained by  
Cornwall  
Company to  
be repaid.

(7) The Company shall at their sole expense at all times maintain the tunnel covered way and other works respectively constructed by them by which the said Railways No. 1 and No. 2 shall be carried under the railway of the Cornwall 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 Cornwall Company and if and whenever the Company shall fail so to do after one month's notice from the Cornwall Company for that purpose or in case of urgency the Cornwall Company or their lessees may make and do in and upon as well the land of the Company in default as their own lands all such works and things as the Cornwall Company shall think requisite in that behalf for ensuring such repair and the sum from time to time certified by the engineer of the Cornwall

Maintenance  
of works  
affecting the  
railways of  
the Cornwall  
Company.

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Company or the engineer of their lessees as the case may be to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to the Cornwall Company or to their lessees as the case may be by the Company and in default of full repayment the amount due may be recovered with full costs by the Cornwall Company or their lessees as the case may be from the Company in any court of competent jurisdiction.

Not to interfere with traffic on Cornwall Railway.

(8) In constructing the said Railways No. 1 and No. 2 the Company shall not in any way obstruct or interfere with the traffic passing along the railway of the Cornwall Company and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said railway so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the Cornwall Company or to their lessees as the case may be the sum of thirty pounds per hour during which any such obstruction or interference shall continue.

No land of Cornwall Company to be taken except for certain works.

(9) Except for the purpose of the crossing of Railways No. 1 and No. 2 and for the junction of Railway No. 9 with the Cornwall Railway and which junction or the substituted junction hereinafter 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 Cornwall Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Cornwall 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 and maintenance of the said Railways No. 1 and No. 2 and the junction of Railway No. 9 without the consent in writing in every instance for that purpose first had and obtained of the Cornwall Company under their common seal and with respect to any lands of the Cornwall Company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossings junction 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 Cornwall Company may at any time or times hereafter should it be necessary for them to do so at their own expense alter or remove such junction and substitute a new junction therefor but so as such alteration or removal or substituted junction shall be subject to the reasonable approval of the Company and shall not stop the traffic of the Railway No. 9 by this Act authorised 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.

A.D. 1883.

(10) The Company shall pay to the Cornwall 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 Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement.

Company to pay for easement.

(11) If any dispute shall arise between the Cornwall Company 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.

Arbitration.

(12) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or powers of the Cornwall Company or of their lessees otherwise than is by this Act expressly provided.

Saving rights of Cornwall Company.

**37.** For the protection of the Great Western Railway Company in this Act called the Great Western Company the following provisions shall have effect (that is to say)

For the protection of the Great Western Railway Company.

(1) The Company shall not enter upon or interfere with the railway of the Great Western Company or with any of the lands or works of that Company or execute any works whatever under or over 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 and in the event of his failure for fourteen days after the delivery of the

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plans and drawings until the same shall have been approved by an engineer to be appointed on the application of either 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 Railways Nos. 1 and 4 by this Act authorised through under or over the land and property of the Great Western Company the Company shall not without the previous consent in writing of that Company under their common seal but which consent shall not be unreasonably withheld deviate in a southerly direction more than twenty feet from the centre line shown on the deposited Plans where Railway No. 1 crosses the railway of the Great Western Company and shall not alter the existing width line or level of the approach to the North Road Station and shall not deviate from the centre line shown on the deposited Plans where Railway No. 4 crosses the railway of the Great Western Company more than ten chains northward or southward. The said Railway No. 1 where the same is intended to cross the railway of the Great Western Company shall be carried under that railway and works and the lines and sidings of the North Road Station by means of a tunnel or covered way or works and the Company shall at any time hereafter upon receiving one month's notice in writing from the Great Western Company to that effect construct and thereafter maintain at their own expense any further additional extensions of the said tunnel covered way or other works to such an extent on the western side not exceeding one hundred feet from the existing north-western-most rail measured along the centre line of the said Railway No. 1 as may be reasonably necessary to enable the Great Western Company to lay down additional sidings or other works on the land now in their possession but so as not to interfere with the efficient use and working of the said Railway No. 1 and Railway No. 4 where the same is intended to cross the railway of the Great Western Company shall be carried over that railway and works by means of a bridge of a span of not less than thirty feet measured on the square and a headway of not less than sixteen feet and such crossings of the said railways and works shall be effected in such a manner as not to injure the stability of the railways and works of the Great Western Company in any way whatever.

- (3) The archway or bridge and any extensions thereof constructed by the Company and the incidental works connected therewith for carrying Railway No. 1 under the said railway of the Great Western Company and under the lines and sidings of the North Road Station shall from and after the completion and subject and without prejudice to the duty and obligation of the 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 sidings and works. A.D. 1883.
- (4) 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 Railways Nos. 1 and 4 under over and adjacent to the railways of the Great Western Company of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching the said railways and works respectively 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. Company to pay expenses of watchmen during construction of works.
- (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 railways or either of them or to any Company or persons 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. Damages sustained be repaid.
- (6) The Company shall at their sole expense at all times maintain the bridges and other works by which the said Railways Nos. 1 and 4 shall be carried under or over as the case may be the railways respectively of the Great Western Company in substantial repair and good order and condition to the reason- Company to maintain bridges.

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able 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 land 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 the engineer of the Great Western Company 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 from the Company in any court of competent jurisdiction.

Not to interfere with traffic on Railway of Great Western Company.

(7) In constructing the said Railways Nos. 1 and 4 respectively the Company shall not in any way obstruct or interfere with the traffic passing along the said railways respectively of the Great Western Company and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said railways or either of them 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 fifty pounds per hour during which any such obstruction or interference shall continue.

No land of the Great Western Company to be taken except for certain works.

(8) Except for the purpose of constructing and maintaining the Railways Nos. 1 and 4 hereby authorised and the stations and works thereon 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 authorise or enable the Company to take 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 railways of the Great Western Company or any of the works thereof without the consent 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 authorised to purchase take use enter upon or interfere with for the purpose of such crossings 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

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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.

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(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 Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement.

Company to pay for easement.

(10) If any dispute shall arise between the Great Western Company 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.

Arbitration.

(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.

Saving rights of the Great Western Company.

**38.** The Railway No. 2 by this Act authorised shall be carried over the River Tavy by a viaduct to be constructed with spans of such headway and waterway and with such opening span or spans (if any) and according to such plans as the Board of Trade shall direct or approve and the viaduct by which the Railway No. 2 by this Act authorised shall be carried over the Tamerton Lake shall not be less than one hundred and twenty yards in length and shall be constructed with spans of such headway and waterway and according to such plans as the Board of Trade shall direct or approve.

Provisions as to Viaducts over the River Tavy and the Tamerton Lake.

**39.** Subject to the provisions of this Act and in accordance with the deposited plans or within the limits thereon defined the Company may in connection with the diversions and widening of streets by this Act authorised or any of them and as part of those works and for the purposes thereof make junctions and communications with any existing streets which may be intersected or interfered with by or be contiguous to the said diversions and widening of streets and make alterations of lines or levels of any existing streets for the purpose of connecting the same with the said diversions and widenings making full compensation to all persons

As to works connected with diversion of streets.

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A.D. 1883. — for any injury or damage sustained by them by reason of the exercise of such powers. Provided always that the powers conferred upon the Company by this section shall not be exercised by the Company save and except to such extent and in such manner as shall be from time to time approved by the mayor aldermen and burgesses of the borough of Plymouth. Provided also that if any difference shall arise between the Company and the said mayor aldermen and burgesses with reference to the exercise of any of the powers conferred by this section every such difference shall be referred to and determined by an engineer to be appointed on the application of either party by the Board of Trade.

Power to stop up portions of roads.

**40.** The Company may if and when they become owners of the land on both sides thereof stop up and discontinue as public highways the following portions of streets (that is to say):

So much of the said Park Street as is situate and lies between the commencement of the Diversion No. 1 by this Act authorised and Gibbons Street.

So much of the said Clarence Street as is situate and lies between the commencement of the Diversion No. 2 by this Act authorised and Old Town Street.

So much of the said Tavistock Street as is situate and lies between the junction therewith of Regent Street and Old Town Street.

So much of the said Gibbons Street as is situate and lies between the junctions therewith of Park Street and Ebrington Street.

And from the time of the stopping up and discontinuance thereof all rights of way and other rights over and along the same shall be and are by this Act extinguished and the site and soil of the portions of roads so respectively stopped up and discontinued and the fee simple and inheritance thereof shall be respectively absolutely vested in the Company.

Notice to be given of taking of houses of labouring classes.

**41.** The Company shall not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards handbills or other general notice placed in public view upon or within a reasonable distance from such houses and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for per-

**42.** Before taking in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers the Company shall (unless the Company



and such persons otherwise agree) procure sufficient accommodation elsewhere for such persons. Provided always that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice. The Company may for the purpose of providing such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase lands by agreement and may on any such lands erect labouring-class dwellings and may let or otherwise dispose of such lands and dwellings.

A.D. 1883.

sons of the  
labouring  
classes to be  
displaced.

**43.** 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 20 stocks to the amount of forty-four thousand six hundred and seventy-seven pounds two shillings and one penny viz. ten thousand pounds consolidated three pounds per centum annuities ten thousand pounds new three pounds per centum annuities ten thousand pounds reduced three pounds per centum annuities and fourteen thousand six hundred and seventy-seven pounds two shillings and one penny two pounds ten shillings per centum annuities being equal in value to five per centum upon the amount of the estimate in respect of the Railway have been transferred into the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act which stocks are in this Act referred to as the deposit fund. Be it enacted that notwithstanding anything contained in the said Act the said 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 or is in this Act referred to as the depositors unless the Company shall previously to the expiration of the period limited by this Act for 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

Deposit  
money not  
to be repaid  
except so  
far as railway  
opened.

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Application  
of deposit.

44. If the Company do not previously to the expiration of the period limited for the completion of the Railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the Railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the 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.

45. 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

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Railway or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed. A.D. 1883.

**46.** The Company may demand and take in respect of the use of the Railways any tolls not exceeding the following (that is to say): Tolls for passengers and animals.

In respect of passengers and animals conveyed on the Railways ;  
For every person the sum of two pence per mile and if conveyed in or upon any carriage belonging to the Company an additional sum of one penny per mile ;

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

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

Class 3. For every calf sheep pig lamb or other small animal one penny per mile and if conveyed in or upon a carriage belonging to the Company an additional sum of one halfpenny per mile.

In respect of goods conveyed upon the Railways :

Class 4. For all dung compost and all sorts of manure and all undressed materials for the repair of public roads or highways coal coke culm cannel ironstone iron ore limestone stones for building pitching and paving tiles slates and clay (except fire-clay) and for wrought iron not otherwise specifically classed herein and for heavy iron castings including railway chairs per ton per mile one penny halfpenny and if conveyed in a carriage belonging to the Company an additional sum per ton per mile of one halfpenny ;

Tolls for goods.

Class 5. For all pig-iron rod-iron sheet-iron hoop-iron plates of iron slabs billets and rolled iron wrought iron charcoal chalk lime bricks minerals salt sand fire-clay cinders slag and stone per ton per mile two pence and if conveyed in a carriage belonging to the Company an additional sum per ton per mile of one halfpenny ;

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

Class 7. For all cotton and other wools drugs manufactured goods and all other wares merchandise fish articles matters or things

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per ton per mile three pence and if conveyed in a carriage belonging to the Company an additional sum per ton per mile of one penny.

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

Tolls for propelling power.

47. The toll which the Company may demand for the use of engines for propelling carriages on the Railways shall not exceed one penny per mile for each passenger or animal or for each ton of goods or for any carriage in addition to the several other tolls or sums by this Act authorised to be taken.

Regulation as to Tolls.

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

Short distance.

For all passengers animals or goods conveyed on the Railways for a less distance than three miles the Company may demand tolls and charges as for three miles ;

Fractional parts of a mile.

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 ;

Fractional parts of a ton.

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 ;

General weight.

With respect to all articles except stone and timber the weight shall be determined according to the usual avoirdupois weight ;

Weight of stone and timber.

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.

Tolls for small parcels and articles of great weight.

49. 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) :

For the carriage of small parcels on the Railway :

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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 but not exceeding one hundred and twelve pounds in weight one shilling and four pence ;

For any parcel exceeding one hundred and twelve pounds but not exceeding two hundred and fifty pounds in weight one shilling and eight pence ;

For any parcel exceeding two hundred and fifty pounds but not exceeding five hundred pounds in weight the Company may demand any sum which they think fit ;

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 single articles of great weight on the Railway ;

For the carriage of any one boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which (including the carriage) shall exceed four tons but shall not exceed eight tons the Company may demand such sum as they think fit not exceeding six pence per ton per mile ;

For the carriage of any single piece of machinery or single piece of timber or stone or other single article the weight of which with the carriage shall exceed eight tons the Company may demand such sum as they think fit.

**50.** The maximum rate of charge to be made by the Company for the conveyance of passengers upon the Railways including the tolls for the use of the Railways and for carriages and locomotive power and every other expense incidental to such conveyance shall not exceed the following (that is to say) :

Maximum  
rates for  
passengers.

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.

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*Western Junction Railway Act, 1883.*

A.D. 1883.

Maximum  
rates for  
animals and  
goods.

**51.** 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 Railways including the tolls for the use of the Railways and for waggons or trucks or locomotive power and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading 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 :

For every animal in Class I. four pence per mile ;

For every animal in Class II. three pence per mile ;

For every animal in Class III. one penny halfpenny per mile ;

For every thing in Class IV. one penny halfpenny per ton per mile ;

For every thing in Class V. two pence per ton per mile ;

For every thing in Class VI. three pence per ton per mile ;

For every thing in Class VII. four pence per ton per mile ;

And 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 per mile six pence and if weighing more than one ton two pence for every additional quarter of a ton or fraction of a quarter of a ton which such carriage may weigh.

Passengers'  
luggage.

**52.** 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.

Defining  
terminal  
station.

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

Foregoing  
charges not  
to apply to  
special  
trains.

**54.** 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 express and ordinary trains appointed from time to time by the Company for the conveyance of passengers and goods upon the Railway.

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

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Company may take increased charges by agreement.

56. 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 and 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 section 14 of the Regulation of Railways Act 1873.

57. The Company and the South Western Company 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 into and carry into effect agreements with respect to the following purposes or any of them (that is to say):

Agreements with South Western Company.

The management use working and maintenance by the South Western Company of the Railway or any part thereof;

The supply during the continuance and for the purposes of any agreement for the working or use of the Railway by the South Western Company of any rolling or working stock and of

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officers and servants for the conduct of the traffic on the Railway;

The payments to be made and the conditions to be performed with respect to the matters aforesaid;

The interchange accommodation conveyance and delivery of the traffic coming from or destined for the respective undertakings of the contracting Companies;

The fixing and division between the contracting Companies of the receipts arising from such traffic;

The payments allowances rebates and drawbacks to be paid made or allowed by either of the contracting Companies to the other of them for or on account of any of the matters to which the respective agreement relates.

Provision  
as to pay-  
ments to  
Great Wes-  
tern and  
Cornwall  
Companies.

**58.** In the event of the South Western Company working or using the Railways by this Act authorised or any of them or any parts thereof and in consequence thereof ceasing wholly or in part to use the lines of the Great Western Company or the Cornwall Company then it shall be lawful for either the Great Western Company or the South Western Company from time to time to apply to the Railway Commissioners to determine what annual payment if any shall be made by the South Western Company to the Great Western Company and the Cornwall Company or either of them as the case may be in reference to the expenditure already found by Mr. Harrison Hayter to have been made by the South Devon Railway Company the Cornwall Company and the Great Western Company or any or either of them on the laying of narrow-gauge rails in the construction of the North Road Station and the loop line at Plymouth connecting the South Devon and Cornwall Railways and the sidings and works for the accommodation of the narrow-gauge traffic and other expenditure consequent thereon.

Power to  
run over  
portions of  
other rail-  
ways.

**59.** The Company and all companies and persons lawfully working or using the Railways or any of them or any part thereof may by agreement with the South Western Company and on such terms and conditions as may be agreed upon run over and use with their engines and carriages and their officers and servants and for the purposes of traffic of every description the railways and portions of railways following (that is to say):

The Friary Station Branch Railway and the Friary Station at Plymouth.

The Devonport Branch Railway and the Devonport Station.

The Sutton Harbour Branch Railway.



The Lidford Junction Station of the South Western Company.

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The Plymouth Extensions of the Plymouth and Dartmoor Railway Company and the Extensions of the same Company authorised by the Plymouth and Dartmoor Railway Act 1882.

The Stonehouse Pool Branch Railway of the South Western Company and the Stonehouse Pool Improvement Company.

Together with the stations platforms sidings roads booking and other offices warehouses landing-places watering-places water supplies signals points buildings machinery works and conveniences on or connected with the said railways and portions of railways and stations respectively.

60. The Company and all companies and persons lawfully working or using the Railways or any of them or any part thereof may run over and use with their engines and carriages and their officers and servants and for the purposes of traffic of every description the Cornwall Railway between the respective junctions therewith of the Railway No. 9 by this Act authorised and the Keyham Branch Railway together with the stations platforms sidings roads booking and other offices warehouses works and conveniences on or connected with the said portion of the Cornwall Railway and the Company owning or working that portion of railway shall afford all requisite facilities for the purpose.

Power to run over portion of Cornwall Railway.

61. The terms and conditions on which the Company or such other companies as aforesaid shall be entitled to run over and use the said portion of the Cornwall Railway and the works and conveniences connected therewith shall be such terms and conditions as may from time to time be agreed on between the Companies interested or as failing agreement between them are from time to time determined by arbitration in accordance with the Railway Companies Arbitration Act 1859 and the Company shall also pay any increased expenses to be settled in case of difference by arbitration as aforesaid which the Cornwall Company may be put to in working the Keyham Junction in consequence of the powers by this Act granted to the Company.

Terms and conditions of running over.

62. The Company and such other companies as aforesaid may from time to time demand and take for all passengers animals and things conveyed by them on the said railways and portions of railways respectively and for carriages waggons and trucks respectively conveying the same and provided by them and for locomotive engines or other power provided by them and for all services performed by them thereon and for all other matters with respect to

Tolls on railways run over under Act by Company.

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Bye-Laws to be observed.

**63.** The Company and all other companies in running over or using the said railways and portions of railways and stations respectively in accordance with the provisions hereinbefore mentioned shall at all times observe the regulations and bye-laws for the time being in force on the respective railway and portions of railways and stations so run over and used so far as such bye-laws shall be applicable to the Company or such other companies as aforesaid.

Tolls on traffic conveyed partly on railway of Company and partly on other railways.

**64.** Where under the provisions of this Act or of any agreement made in pursuance of this Act traffic is conveyed partly on the Railway of the Company and partly on the railway of any other company the Railway of the Company and the railway of such other 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 Railway of the Company and partly on the railway of any other company 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 Railway of the Company and partly on the railway of any other company.

Provision for laying down narrow-gauge rails on portion of Cornwall Railway.

**65.** The Cornwall Company may and shall lay down on so much of their railway situate between the respective junctions therewith of the Railway No. 9 by this Act authorised and the Keyham Branch Railway as is not now adapted to the passage of engines and carriages both on the broad and narrow gauges respectively an additional rail or additional rails to adapt the same to the passage of engines and carriages on the narrow gauge as well as on the broad gauge so as to admit of the free passage and interchange of traffic on the narrow gauge between the Railway No. 9 by this Act authorised and the said Keyham Branch Railway.

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**66.** The times at which and the terms and conditions on which the Cornwall Company shall lay down the additional rail or additional rails shall be such times terms and conditions as that Company and the Company from time to time agree on or as failing their agreement are determined by arbitration in accordance with the Railway Companies Arbitration Act 1859.

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Terms for  
laying down  
narrow-  
gauge rails.

**67.** The Company and the mayor aldermen and burgesses of the borough of Plymouth may from time to time enter into and carry into effect contracts agreements and arrangements for or with respect to the construction and maintenance of the diversions and widening of streets by this Act authorised or any of them or any part or parts thereof respectively and the works and conveniences connected therewith the acquisition and appropriation of lands and property the contribution of funds and all incidental matters.

Agreement  
between  
Company  
and Corpo-  
ration of  
Plymouth.

**68.** Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty Her heirs or successors in right of the Duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said Duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exercisable or otherwise for the time being exercisable in relation to the said Duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by Her Majesty Her heirs or successors in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

Saving the  
rights of the  
Duchy of  
Cornwall.

**69.** And whereas it is necessary that the lands, hereditaments, and works belonging to Her Majesty, or vested in Her Majesty's Principal Secretary of State for the War Department for the public service, should be preserved intact and free from all intrusion or obstruction: Be it therefore enacted that nothing in this Act contained shall authorise the Company to enter upon, use, or interfere with any land, soil, or water, or any right in respect thereof, vested in or exercised by the said Principal Secretary for the time being, or to take away, lessen, prejudice, or alter any of the rights, privileges, or powers vested in or exercised by the said Principal Secretary for the time being, without his previous consent, signified in writing

Saving  
rights of Her  
Majesty's  
principal  
Secretary of  
State for  
the War  
Department.

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A.D. 1883. — under his hand ; and which consent the said Principal Secretary for the time being is hereby authorised to give, subject to such special or other conditions as he shall see fit to impose on the said Company.

Interest not to be paid on calls paid-up.

**70.** The Company shall not out of any money by this Act 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 or money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

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

Provision as to General Railway Acts.

**72.** Nothing in this Act contained shall exempt the Company or the Railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Costs of Act.

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

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The ~~S~~CHEDULE referred to in the foregoing Act.

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LANDS AND BUILDINGS OF WHICH PORTIONS ONLY MAY BE REQUIRED.

Parish.	Nos. on deposited Plans.
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	344
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Charles otherwise Charles the Martyr in the County of of Devon	356
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