ANNO DECIMO OCTAVO & DECIMO NONO

VICTORIÆ REGINÆ.

****

Cap. cxx.

An Act for making a Railway through Part of the *Aberdare Valley* in the County of *Glamorgan*, to join the *Vale of Neath* Railway. [2d *July* 1855.]

WHEREAS the Construction of a Railway from the *Middle Duffryn* Coal Pits in the Parish of *Aberdare* in the County of *Glamorgan*, to join the *Vale of Neath* Railway, at the present Terminus thereof, at or near to the *Aberdare* Canal Head in the same Parish and County, would be of great public and local Advantage: And whereas the Persons herein-after named with others are willing at their own Expense to carry such Undertaking into execution, and are desirous of being incorporated into a Company for that Purpose: And whereas it is expedient that the Company so to be incorporated and the *Vale of Neath* Railway Company should be empowered to enter into Agreements with reference to the working and Use of the intended Railway, and to the Traffic and Tolls arising thereon: And whereas the Purposes aforesaid 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; (that is to say,)

8 & 9 Vict. c. 16., 18., & 20. incorporated.

I. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Short Title.

II. In citing this Act for any Purposes whatsoever, it shall be sufficient to use the Expression "The *Aberdare Valley* Railway Act, 1855."

Subscribers incorporated.

III. *Henry Austin Bruce*, *Thomas Wayne*, *Anthony Ward Ritson*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway herein-after mentioned, and for other the Purposes of this and the said incorporated Acts; and for such Purposes shall be incorporated by the Name of "The *Aberdare Valley* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained.

Capital.

IV. The Share Capital of the Company shall be Twelve thousand Pounds, and the Money so to be raised shall be applied only in carrying into execution the Objects and Purposes of this Act.

Number and Amount of Shares.

V. The Number of Shares into which the said Capital shall be divided shall be Six hundred Shares, and the Amount of each Share shall be Twenty Pounds.

Calls.

VI. Four Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three 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 to be made in any One Year upon such Share.

Power to borrow Money on Mortgage.

VII. It shall be lawful for the Company to borrow on Mortgage or Bond any Sums not exceeding in the whole the Sum of Four thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Twelve thousand Pounds shall

shall have been subscribed for, and One Half thereof shall have been actually paid up; and the Monies so to be borrowed on Mortgage or Bond shall be applied only in carrying into execution the Objects and Purposes of this Act.

Number and Qualification of Directors.

VIII. The Number of Directors shall be Three, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

First Directors.

IX. *Henry Austin Bruce*, *Thomas Wayne*, and *Anthony Ward Ritson* shall be the First Directors of the Company.

Quorum.

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

Newspapers for Advertisements.

XI. The Newspapers in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in the County of *Glamorgan*.

Line of Railway.

XII. It shall be lawful for the Company to make and maintain the Railway herein-after mentioned, with all proper Works and Conveniences connected therewith; (that is to say,) a Railway commencing at or near the *Middle Duffryn* Coal Pits in the Parish of *Aberdare* in the County of *Glamorgan*, and terminating by a Junction with the present Terminus of the *Vale of Neath* Railway, at or near to the *Aberdare* Canal Head, in the same Parish.

Power to make Railway according to deposited Plans.

XIII. Inasmuch as Plans and Sections of the intended Railway, showing the Line and Levels thereof, and also Books of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands through which the same is intended to pass, or which may be required for the Purposes of the Undertaking, have been deposited with the Clerk of the Peace for the County of *Glamorgan:* Therefore it shall be lawful for the Company, subject to the Provisions in this and the said Acts incorporated herewith contained, to make and maintain the said Railway and Works in the Line and upon the Lands delineated on the said Plan, and described in the said Book of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Lands for extraordinary Purposes

XIV. It shall be lawful for the Company to purchase for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," by Agreement and not compulsorily, any Quantity of Land not exceeding Four Acres.

XV. The

Limiting Period for compulsory Purchase of Land.

XV. The Powers of the Company for the compulsory Purchase of Land for the Purposes of the Railway shall not be exercised after the Expiration of One Year from the passing of this Act.

Period for Completion of Works.

XVI. The Railway shall be completed within Two Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act or the said Acts incorporated herewith granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Company not to deviate from Centre Line to the Northward or Eastward between certain Points.

XVII. The Company shall not in the Construction of the Railway between the Points respectively marked Four Furlongs and One Mile Four Furlongs on the said deposited Plans, deviate to the Northward or Eastward from the Centre Line as laid down upon the said deposited Plans.

Company not to enter on Lands, &c. of Aberdare Railway Company without Consent of Taff Vale Railway Company.

XVIII. That, notwithstanding anything to the contrary contained in this Act, it shall not be lawful for the Company hereby incorporated, or for any Person in the Execution of this Act, (without the previous Consent of the *Taff Vale* Railway Company, testified in Writing under their Corporate Seal,) either permanently or temporarily to enter upon, take, or use any of the Land, Works, or present Property of the *Aberdare* Railway Company, or in any Manner to alter, vary, or interfere with the said *Cwm Bach* Branch, or any Works appertaining thereto, except for the Purpose of crossing the said *Cwm Bach* Branch in the Manner shown in the deposited Plan of the Railway hereby authorized.

Expenses of level Crossing to be paid by Company.

XIX. Where the said Railway crosses the said *Cwm Bach* Branch of the *Aberdare* Railway on the Level, all the Expenses of constructing, superintending, and watching the Crossing at such Point shall be borne and paid by the Company hereby incorporated; and the said Company shall be subject to and abide by all such Plans, Rules, and Regulations with regard to the Construction of the Crossing of the said *Cwm Bach* Branch, or with regard to the Mode of Use thereof, as may from Time to Time be agreed upon between the said Company hereby incorporated and the said *Taff Vale* Railway Company, or, in case of Difference between the said Companies, by such Engineer as the President for the Time being of the Institution of Civil Engineers in *London* shall appoint on the Application of either of the said Companies.

Provision as to Money deposited.

XX. Inasmuch as, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty,

Majesty, Chapter Twenty, a Sum of Nine hundred Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum of Nine hundred Pounds so deposited in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, 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 by which the Payment of the said Sum was directed to be made, or the Survivors or Survivor of them, unless the Company shall previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations, that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited or transferred as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Nine hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared for the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Nine hundred Pounds, if the Company shall not, within the Time limited for the Completion of the Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with

the said Solicitor to the said Lords Commissioners, (of which Fact a Certificate under the Hand of the said Solicitor shall be sufficient Evidence,) or if previously to the Expiration of the Period aforesaid the Company shall either have opened the said Railway for the public Conveyance of Passengers, or shall have given such Proof as aforesaid, (of which last-mentioned Fact a Certificate under the Hand of one of the Secretaries for the Time being of the Lords of the said Committee shall be sufficient Evidence,) then and in either of the Three Cases aforesaid such Sum of Money, and the Interest or Dividends thereof, shall be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, and it shall not be necessary for that Purpose to produce any Certificate of this Act having passed, anything in the recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid.

Gauge of Railway.

XXI. It shall be lawful for the Company to construct the Railway on the Broad Gauge of Seven Feet, being the Gauge of the *Vale of Neath* Railway.

As to Junction with Vale of Neath Railway.

XXII. The Railway hereby authorized to communicate with the Railway of the *Vale of Neath* Railway Company shall communicate therewith on the North Side thereof, and not otherwise, without the Consent in Writing of that Company; and all Communications between the Railway hereby authorized and the said Railway of the *Vale of Neath* Railway Company shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner most approved from Time to Time and to the reasonable Satisfaction of the Engineer for the Time being of the *Vale of Neath* Railway Company.

Provision as to Expense of Junction.

XXIII. The Expense of the Communication hereby authorized with the Railway of the *Vale of Neath* Railway Company, and of all necessary Openings in the Rails thereof respectively, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of watching, regulating, and adjusting the same and the Passage of the Traffic there, shall be borne and paid by the Company; and that all such Communications, Openings, and other Works shall not only be in the first instance made and done, but also shall from Time to Time be altered, amended, repaired, and maintained, to the reasonable Satisfaction of the Engineer for the Time being of the *Vale of Neath*

Neath Railway Company on each Occasion, and in such Manner and Form, and by such Ways and Means, as shall not in anywise prejudice or injure the *Vale of Neath* Railway Company, or (except in so far, if at all, as may be unavoidably necessary for effecting the Communications hereby authorized) impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along their Railway; and the Control and Management of all such Communications, Openings, and other Works shall be and the same is hereby vested in the said *Vale of Neath* Railway Company, subject to the Provisions for Settlement of Differences herein-after contained.

As to the Settlement of Differences.

XXIV. If any Difference shall arise between the respective Engineers for the Time being of the said Companies, with respect to the Point at which the said Communication, Openings, and other Works, or any of them, are or is to be constructed, or the Mode of constructing the same, or with respect to any Alteration, Amendment, Repairs, or Maintenance thereof, or the watching, Regulation, or Adjustment thereof, or the Passage or Regulation of the Traffic there, or if any other Difference shall arise between the said Engineers or the said Companies with respect to the Expenses payable by the Company under the foregoing Provisions, or with respect to any other Matter in any way relating to or consequent upon the Construction or Use of the said Communication, Openings, and other Works, the Matters in Difference shall from Time to Time be decided by an Umpire to be appointed by the Board of Trade on the Application of either Company, whose Decision shall be binding and conclusive on both the said Companies, and whose Expenses shall be defrayed by such One of the said Companies, or by both of them, and in such Proportions, as the said Umpire shall from Time to Time direct.

Works, &c. of the Vale of Neath Railway Company not to be used without Consent.

XXV. Notwithstanding anything in this Act contained, it shall not be lawful for the Company, or for any other Company, or any Persons acting under or in execution of this Act, without the Consent of the said *Vale of Neath* Railway Company under their Common Seal, either permanently or temporarily to enter upon, take, or use any of the Lands or Property of the said *Vale of Neath* Railway Company, or in any Manner to alter, vary, or interfere with their Railway, or any of the Works appertaining thereto, saving only for the Purpose of constructing the Railway and effecting the Communication by this Act authorized.

Saving the Rights of the Vale of Neath Railway Company.

XXVI. Except as in this Act otherwise expressed, nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities of or vested in or belonging to the said *Vale of Neath* Railway Company, but all their Rights, Privileges, Powers, Franchises, and Authorities under their Acts of

of Parliament and otherwise are hereby expressly saved and reserved.

Tolls for Goods, &c.

XXVII. With respect to the Tonnage of any Goods conveyed upon the Railway, the Company may demand for the Use of the Railway any Tolls not exceeding the following; (to wit,)

Class I. For all Sand, Lime, and Limestone, and for all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of Highways, Coals, Coke, Culm, Charcoal, and Cinders, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Chalk, Marl, Iron and Iron Ore, Copper, Tin, Lead, and other Ores, *per* Ton *per* Mile One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class II. For all Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class III. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), tinned Plates, Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company, any additional Sum *per* Ton *per* Mile not exceeding Three Farthings:

Class IV. For all Cotton and all other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

With respect to the Conveyance of Carriages:

Class V. 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 not belonging to the Company, *per* Mile Sixpence, and One Penny Halfpenny *per* Mile in addition for every additional Quarter of a Ton up to Four Tons which any such Carriage weighs; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding Twopence *per* Mile.

Tolls for Passengers and Animals.

XXVIII. With respect to the Conveyance of Passengers and Animals upon the Railway, the Company may demand any Toll not exceeding the following; (to wit,)

With

With respect to the Conveyance of Passengers:

Class VI. For every Person conveyed in or upon any Carriage, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny *per* Mile:

With respect to the Conveyance of Animals:

Class VII. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, *per* Mile Threepence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny *per* Mile:

Class VIII. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any Carriage, *per* Mile Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny *per* Mile:

Class IX. For every Calf, Pig, Sheep, or Lamb, or other small Animal conveyed in or upon any Carriage, *per* Mile Three Farthings; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Farthing *per* Mile.

Tolls for propelling Power.

XXIX. With respect to Locomotive Engines and other moving Power supplied by the Company, the Company may demand, in addition to the other Tolls by this Act authorized, any Tolls not exceeding the following; (to wit,)

For every Passenger or Animal, One Penny *per* Mile:

For all Goods whatsoever, One Penny *per* Ton *per* Mile.

Regulations as to Tolls.

XXX. The following Provisions as to Tolls shall be applicable to the fixing of the several Tolls by this Act authorized; (to wit,)

For all Goods and for all Passengers and Animals conveyed on the Railway by the Company, or in any Carriages belonging to the Company, for a less Distance than Two Miles, the Company may demand Tolls as for Two Miles:

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

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 every greater Quantity:

With respect to all other Goods, the Weight shall be determined according to the usual Avoirdupois Weight.

Tolls for small Parcels and Articles of great Weight.

XXXI. With respect to small Packages, and single Articles of great Weight, the Company may, notwithstanding any Limitation by this Act of the Rate of Charges, demand the Tolls following:

For the Carriage on the Railway of the Company or any Part thereof of small Parcels not exceeding Five hundred Pounds in Weight, the Company may demand any Sum not exceeding the following:

If not exceeding One hundred and twelve Pounds in Weight, Fourpence:

If exceeding One hundred and twelve Pounds, but not exceeding Five hundred Pounds in Weight, Eightpence:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term shall apply only to single Parcels in separate Packages;

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

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

Passengers Luggage.

XXXII. Any Passenger travelling upon the Railway of the Company may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Charges for Goods and Animals.

XXXIII. Provided always, That the maximum Rate of Charge to be made by the Company for the Conveyance of Goods and Animals, including the Tolls for the Use of the Railway, and of Carriages when provided by the Company, and for locomotive Power, and every other Expense incidental to such Conveyance, (except the loading and unloading of Goods, when such Service is performed by the Company,) shall not exceed for the several Articles comprised in the following Classes the following Sums; (to wit,)

Class 1. One Penny Halfpenny *per* Ton *per* Mile:

Class 2. Twopence *per* Ton *per* Mile:

Class 3. Threepence *per* Ton *per* Mile:

Class 4. Fourpence *per* Ton *per* Mile:
Class 5. Sevenpence *per* Ton *per* Mile:
Class 7. Fivepence *per* Mile:
Class 8. Twopence *per* Mile:
Class 9. One Penny *per* Mile.

Maximum Charges for Passengers.

XXXIV. Provided always, That the maximum Rate of Charges to be made by the Company for the Conveyance of Passengers, including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums; (to wit,)

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

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

For every Passenger conveyed in a Third-class Carriage, One Penny Halfpenny *per* Mile.

Restriction as to Rates not to apply to Special Trains.

XXXV. The Restriction as to the Rate of Charges for Passengers shall not extend to any Special Train required to be run upon the Railway, 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.

Power to charge extra for Animals or Goods by Agreement.

XXXVI. The Company may, notwithstanding anything in this Act contained, take by Agreement with the Owner or Person in charge of any Goods or Animals for the Conveyance thereof (other than small Parcels) by Passenger Trains, or for the Conveyance of small Parcels by Express Trains, or by reason of any other special Service performed by the Company in relation thereto, any increased Charges above the Charges by this Act limited or authorized with respect to such Goods, Animals, and small Parcels respectively.

Power for the Company and the Vale of Neath Railway Company to enter into Traffic Arrangements.

XXXVII. The Company and the *Vale of Neath* Railway Company may from Time to Time enter into Agreements with respect to the following Purposes or any of them; (that is to say,)

The Use and working by the *Vale of Neath* Railway Company of all or any Part of the Railway, and the Use of the Works and Conveniences belonging thereto:

The Conveyance by the *Vale of Neath* Railway Company of the whole or any Part of the Traffic upon the Railway:

The Supply of any Rolling or Working Stock required for such Purposes:

The Management, Maintenance, and Repair of the Railway:

The Costs and Expenses of such Working, Management, Maintenance, and Repair:

The forwarding, Interchange, and Transmission upon or over the respective Railways of the said Companies of any Passenger or other Traffic from, to, and along the Railway:

The Collection, Delivery, Regulation, and general Conduct of such Traffic:

The Collection and Appropriation between the said Companies of the Tolls arising from the Traffic upon their respective Railways or any Part thereof respectively, subject to any Deductions to be made therefrom, or any periodical Remuneration or other Consideration to be paid by either of the said Companies to the other of them by virtue of the said Agreement.

Duration of Agreement, which shall be approved by Board of Trade, and not to affect Persons not Parties thereto.

XXXVIII. Provided always, That any such Agreement shall not be for more than Ten Years, and no such Agreement shall have any Operation until the same shall have been approved of by the Board of Trade, and no such Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the said Agreement may relate upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into: Provided also, that the said Board shall not approve of such Agreement without being satisfied that the same has been duly assented to by Shareholders of the *Vale of Neath* Railway Company in Special Meeting assembled for that Purpose, either before or after the passing of this Act, and holding at least Three Fifths of the paid-up Capital of that Company represented at such Meeting personally or by Proxy, such Shareholders being qualified to vote thereat in right of such Capital, and by Shareholders in the Company in Special Meeting assembled for the like Purpose after the passing of this Act, and holding at least Three Fifths of the paid up Capital of the Company represented at such Meeting, personally or by Proxy, such Shareholders being qualified to vote thereat in right of such Capital.

Agreement may be renewed with the Approval of the Board of Trade, after public Notice given of the Intention to enter into the same.

XXXIX. At the Expiration of the said Agreement, the said Companies, with such respective Consent as aforesaid in Special Meeting of the Shareholders of such Companies respectively, and subject to the Approval of the Board of Trade, may enter into a further Agreement for all or any of the Purposes aforesaid; provided, that any such further Agreement shall not be for more than Ten Years, and that before such Companies shall enter into any such further Agreement as aforesaid they shall give Notice of their Intention to enter into such Agreement

Agreement by Advertisement in a Form to be approved of by the Board of Trade inserted once in each of Two successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway or Railways to which such proposed Agreement relates is situated; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Agreement shall be valid at Law or in Equity until the same shall have been approved by the Board of Trade: Provided always, that no such Contract or Agreement shall have any Operation or Effect unless and until the same shall have been submitted to and approved by Shareholders of the *Vale of Neath* Railway Company in Special Meeting assembled for that Purpose, and holding at least Three Fifths of the paid-up Capital of that Company represented at such Meeting personally or by Proxy, such Shareholders being qualified to vote thereat in right of such Capital, and by Shareholders in the Company at a Meeting of the Company specially convened for that Purpose, and holding at least Three Fifths of the paid-up Capital of the Company represented at such Meeting, personally or by Proxy, such Shareholders being qualified to vote at such Meeting in respect of such Capital; and every such Meeting shall be convened by Advertisements inserted for Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of each Company which may be a Party to such Agreement shall be situate.

Agreement inoperative until approved by the Board of Trade.

Meeting how to be convened.

XL. Provided also, That if and so long as the Railway shall be worked by the *Vale of Neath* Railway Company, in calculating the Tolls and Charges to be taken and made by that Company upon or in respect of the Railway, the same and the *Vale of Neath* Railway shall be deemed one continuous Line of Railway, and no higher Tolls or Charges shall be taken or made in respect of the Railway than could be taken or made if the Railway had originally formed Part of the *Vale of Neath* Railway.

Tolls and Charges to be calculated continuously when Line worked by Vale of Neath Company.

XLI. All the Costs, Charges, and Expenses of and incidental to the obtaining of this Act, and preparatory thereto, shall be paid by the Company.

Expenses of Act.

XLII. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall

Interest not to be paid on Calls paid up.

be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

XLIII. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament now in force or hereafter to be in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining any Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

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

XLIV. Nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made, or the Company, from the Provisions of any General Act relating to such Act, or of any General Act relating to Railways, or to 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 and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges and of the Rates for small Parcels authorized by this Act.

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