ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cix.

An Act to authorize the Construction of a Railway from *Bala* to *Dolgelly* in the County of *Merioneth*; and for other Purposes.

[30th *June* 1862.]

WHEREAS the making of a Railway from *Bala* in the County of *Merioneth* to *Dolgelly* in the said County would be attended with great local and public Advantage: And whereas the Persons herein-after named, with others, are willing at their own Expense to construct the Railway: And whereas a Plan and Section of the Railway showing the Line and Levels thereof, with a Book of Reference to the Plan containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands through which the said Railway will pass, have been deposited with the Clerk of the Peace for the County of *Merioneth*: And whereas it is expedient that the *Great Western* and *West Midland* Railway Companies should be authorized to enter into the Arrangements herein-after contained with respect to the working and Management of the Railway; but the Purposes aforesaid cannot be accomplished 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:

8 & 9 Vict. cc. 16. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

2. In this Act the Words "the Company" shall mean the Company incorporated by this Act, and the Words "the Undertaking" or "the Railway" shall mean the Railways and the Works connected therewith by this Act authorized to be constructed.

Subscribers incorporated.

3. *William Fenton*, *William Lewis*, *Alexander Clunes Sherriff*, 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 Purposes of the Undertaking, and such Company shall be incorporated by the Name of "The *Bala* and *Dolgelly* 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, and their Undertaking shall be called "The *Bala and Dolgelly* Railway."

Capital.

4. The Capital of the Company shall be One hundred and twelve thousand Pounds, and shall be divided into Eleven thousand two hundred Shares of Ten Pounds each.

Calls.

5. Two 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 Calls that may be made in any One Year upon any Share.

Power to borrow.

6. The Company may borrow on Mortgage any Sums not exceeding in the whole the Sum of Thirty-seven thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of One hundred and twelve thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

7. The

Arrears may be enforced by the Appointment of a Receiver.

7. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on such Mortgages by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Three thousand Pounds in the whole.

Application of Monies.

8. All Monies raised under the Powers of this Act by Shares or by borrowing shall be applied in carrying out the Purposes of this Act only, and not for any other Purpose.

First and other Meetings.

9. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* and *August* in every Year.

Quorum of General Meetings.

10. The Quorum of General Meetings of the Company shall be Seven Shareholders present, personally or by Proxy, holding in the aggregate not less than Three thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

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

Power to reduce the Number of Directors.

12. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Three.

First Directors.

Such Directors to continue in Office until First Meeting after passing of Act.

13. *William Fenton*, *William Lewis*, Colonel *Charles Merrick Burnaby*, *Richard William Johnson*, and *Alexander Clunes Sherriff* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead,

Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

Quorum.

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

Power to make Railways according to deposited Plans.

15. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways herein-after described, with all proper Works, Approaches, and Stations, 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 described on the said Section, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Describing Line of Railways.

16. The Railways which the Company may make are the following:

1. A Railway commencing in the Township of *Garth-gynfawr* in the Parish of *Dolgelly* in the County of *Merioneth*, and terminating in the Parish of *Llanvor* in the said County at or near the Green of *Bala*:
2. A Railway commencing in the Parish of *Llanycil* in the County of *Merioneth*, and terminating in the Parish of *Llanvor*, about One thousand Yards East from the Centre of the Bridge carrying the Turnpike Road from *Bala* to *Corwen* over the River *Tryweryn*, in the said County.

Lands for extraordinary Purposes.

17. The Quantity of Land to be taken by the Company adjoining or near to the Railways for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Two Acres.

Powers for compulsory Purchases limited.

18. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

19. If the Railways shall not be completed within Five Years from the passing of this Act, then on the Expiration of such Period the Powers by this Act granted to the Company for making 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 interfere with Sluices at Bala Pool.

20. The Company shall not, in constructing the Railway and Works hereby authorized, take, use, or in any way interfere with the Weirs, Embankments, Sluices, Floodgates, and other Works of the *Shropshire Union* Railways and Canal Company at or near to *Bala Pool* in the Township of *Llanfawr* and *Bala* in the County of *Merioneth*.

21. Nothing

Powers of Shropshire Union Railways and Canal Company as to pounding and taking Water in and from Bala Pool not to be interfered with.

21. Nothing in this Act contained shall in any way take away, lessen, or interfere with any Rights, Powers, or Privileges of the said *Shropshire Union* Railways and Canal Company of pounding, keeping up, retaining, and drawing off the Water in and from *Bala Pool* aforesaid; and the said *Shropshire Union* Railways and Canal Company shall not be liable for any Damage or Injury which may, by the Exercise of such Powers or any of them, be occasioned to the said Railway and Works by this Act authorized.

For the Protection of R. M. Richards, Esq.

22. It shall not be lawful for the Company in constructing the Railway first above authorized, between the Point marked on the said Plans as Five Furlongs and the Point marked thereon as One Mile and Five Furlongs, to deviate the same so as to bring the Centre Line thereof Southward of the Centre Line as shown on the deposited Plans, without the previous Consent in Writing of *Richard Meredyth Richards*, his Heirs or Assigns.

As to certain Lands belonging to Anne Hartley and T. H. Williams.

23. In constructing the Railway between the Commencement thereof and the Point marked on the said Plans as One Furlong from such Commencement it shall not be lawful for the Company to deviate the same so as to bring the Centre Line thereof between such Points nearer to the House and Garden numbered 11 in the Township of *Garth Gwnfaur* than the same is shown on the said Plans; and in constructing the Railway from such Point marked One Furlong to the Point marked as Six Furlongs from the Commencement the Company shall lay out the same through the Land of *Anne Hartley* and *Thomas Humphrey Williams* in such Line or Course within the Limits of Deviation as, subject to the Provisions of "The Railways Clauses Consolidation Act, 1845," may be approved by the said *Anne Hartley* and *Thomas Humphrey Williams*, their Heirs or Assigns.

As to Junction with Aberystwith and Welsh Coast Railway.

24. And whereas a Bill is now pending in Parliament under the Title of "The *Aberystwith and Welsh Coast* Railway Bill," and One of the Objects of such Bill is the Construction of a Railway to *Dolgelly*, and it is expedient that a Junction should be formed between that Railway and the Railway by this Act authorized: Therefore, if the said Bill pass into a Law in the present Session of Parliament, the Company shall at their own Expense execute the necessary Works for effecting a convenient Junction between the said Railways, and for ever after maintain the same; and if such Junction cannot, under the Powers granted by this Act or the Powers to be vested in the *Aberystwith and Welsh Coast* Railway Company, be effected to the Satisfaction of the Engineers of the Two Companies, or if they cannot agree upon the same then to the Satisfaction of some Engineer to be nominated by them before they proceed in the Matter, the Company shall at their own Expense in the next Session of Parliament apply for and duly prosecute a Bill to enable them

them to purchase Land and execute the necessary Works for effecting such Junction, and the Railway forming such Junction shall, when made, be for all Purposes deemed Part of the Railway by this Act authorized.

Mode of constructing Junction Line through Lands of Anne Hartley and T. H. Williams.

25. The Line for effecting the Junction with the *Aberystwith and Welsh Coast* Railway to be made under the Provisions herein-before contained shall, so far as the same shall be constructed through the Lands of the said *Anne Hartley* and *Thomas Humphrey Williams*, their Heirs or Assigns, be made in accordance with a Plan to be previously approved by them.

Not to take Bala Green without providing another Area.

26. Provided that nothing in this Act contained shall enable the Company to take or enter upon any Part of *Bala Green* without providing an equal adjacent Area of Land so as to form a continuous Parcel of Land with the Green to be used for the same Purposes as the Green.

For the Protection of the Rhiwlas Estate.

27. And whereas the Railways by this Act authorized are intended to pass through Portions of an Estate called the *Rhiwlas* Estate, situate in the several Parishes of *Llangower*, *Llanycil*, and *Llanfor*, some or One of them, in the County of *Merioneth*, of which said Estate *Charlotte Price* Widow and *Howell Hedd Lloyd Clough*, Devisees in Fee and Trustees under the Will of *Richard Watkin Price*, late of *Rhiwlas*, Esquire, deceased, are or claim to be Owners, and it is expedient to make Provision for the Protection and Accommodation of the said Estate and the Tenants thereof: Therefore, before the Company commence the Part of the Railway first described in this Act between the Point marked Seventeen Miles Three Furlongs and the Termination of the said Railway, and before they commence any Part of the Railway secondly described in this Act, they shall submit a Plan and working Drawings of the Mode in which they propose to construct such Portions of the said first described Railway and also the secondly described Railway to the said *Charlotte Price* and *Howell Hedd Lloyd Clough* or other the Owners for the Time being of the said Estate, which Plan and working Drawings shall distinctly specify and show the Relieving Channel and Works necessary for Drainage and Passage of Flood Waters, and also for the Preservation of the Roads of Access and general Accommodation of the said Estate; and if within the Period of Two Months from the Receipt of the said Plans and working Drawings the Owners of the said Estate shall require any Alterations in or Additions to such proposed Works, they may, by Notice in Writing to the Company, require them to perform and execute such Alterations or Additions: Provided nevertheless, that if the Company fail to agree to such Alterations and Additions or any Modification thereof assented to by the said Owners, then it shall be referred to an Engineer to be named by the Board

Board of Trade, on the Application of the Company or of the said Owners, to settle and decide what Works are necessary for carrying out effectually the several Purposes aforesaid; but if the said Owners of the *Rhivlas* Estate do not give any written Notice requiring such Alterations or Additions within the said Period of Two Months, then they shall be considered to accept and approve of the Plans and working Drawings so submitted to them, and the said Railways and Works shall be carried out and executed in accordance with the Plans and Drawings so approved, or, as the Case may be, with such Alterations and Additions as may be agreed upon or settled in manner aforesaid, and shall be for ever maintained by and at the Costs and Charges of the Company, and the Company shall pay all reasonable Expenses which may be incurred by the said *Charlotte Price* and *Howell Hedd Lloyd Clough*, or the Owners for the Time being of the said Estate, in and about the Settlement of the several Matters aforesaid.

Money deposited in the Court of Chancery to be forfeited to the Crown in a certain Event.

28. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Eight thousand nine hundred and sixty Pounds has been deposited, pursuant to the said Act, in respect of the Application to Parliament for this Act, being Eight *per Centum* upon One hundred and twelve thousand Pounds, the estimated Cost of the Railways: Be it enacted, That notwithstanding anything contained in the said recited Act, the said Sum of Eight thousand nine hundred and sixty Pounds so deposited as aforesaid 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 issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall previously to the Expiration of the Period limited by this Act for the Completion of the Railways either open the Railways 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 Railways 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 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

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 Eight thousand nine hundred and sixty Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to 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 Eight thousand nine hundred and sixty Pounds if the Company shall not within the Time limited for the Completion of the Railways either open the Railways 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, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; 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; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Level Crossings.

29. Subject to the Provisions in this Act, and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the Railway to carry the same across and upon the Level of the public Roads numbered on the said deposited Plan as follows; (that is to say,)

No. on Plan.	Township.	Description of Road.
15, 63	Nannau-uwch-afon -	Public Roads.
47	Brithdiruwchaf - -	Public Road.
79	Cynllwyd - -	Public Road.

But

But no more than a single Line of Railway shall be laid down at any such level Crossing so long as the Undertaking of the Company consists of a single Line of Railway, and in no Case shall more than a double Line of Railway be laid down on any such level Crossing.

Not to shunt Trains over level Crossings.

30. It shall not be lawful for the Company in shunting Trains to pass any Trains over any such level Crossing, or to allow any Train, Engine, Carriage, or Truck to stand across the same.

Company to erect Lodge where Roads crossed on the Level.

31. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Points where the before-mentioned Roads shall be crossed on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect and at all Times maintain any such Lodge, or to appoint a proper Person to watch or superintend the Crossing at any such Point, or to abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges in lieu of level Crossings.

32. The Board of Trade (if it shall appear to them necessary for the Public Safety or Convenience, at any Time either before or after the Railway shall have been completed and open for Public Traffic) may require the Company, within such Time as the Board shall direct, and at the Expense of the Company, to carry any of the said Roads either under or over the Railway by means of a Bridge or Arch, instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Regulating Inclinations of certain Roads.

33. It shall be lawful for the Company to construct the Approaches to the Bridges or Arches for carrying the Roads numbered as after mentioned on the said deposited Plan over or under the Railway, as also to make and construct the proposed Diversions of the Roads numbered as after mentioned on the said Plan, with such Inclinations as they think fit, not steeper than the following; (that is to say,)

No. on Plan.	Township.	Rate of Inclination.
9	Nannau-uwch-afon -	1 in 7.
12	Llangower Isafon -	1 in 23.

Tolls.

34. The Company may demand and take for the Use of the Railway and for the Supply of Carriages, Waggons, or Trucks, any Tolls not exceeding the following; (that is to say,)

For Passengers.

First. In respect of Passengers conveyed upon the Railway, or any Part thereof, as follows:

For every Person Twopence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

For Animals.

Second. In respect of Animals conveyed upon the Railway, or any Part thereof, as follows:

Class 1. For every Horse, Mule, or other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 2. For every Ox, Cow, Bull, or Neat Cattle, Twopence *per* Head *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Penny *per* Mile:

Class 3. For every Calf, Pig, Sheep, Lamb, and other small Animal, One Penny each *per* Mile; and if conveyed in or upon a Carriage belonging to the Company, an additional Sum of One Halfpenny *per* Mile:

Tonnage on Articles of Merchandize.

Third. In respect of Goods and other Things conveyed upon the Railway, or any Part thereof, as follows:

Class 4. For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Charcoal, Stones for building, pitching, and paving, Tiles, Slates, and Clay (except Fireclay), 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:

Class 5. For all Coals, Coke, Culm, Cannel, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and rolled Iron, Limestone, Chalk, Lime, Bricks, Salt, Sand, Fireclay, Cinders, Slag, and Stone, *per* Ton *per* Mile Twopence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Halfpenny:

Class 6. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per* Ton *per* Mile Twopence Halfpenny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

Class 7. For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, conveyed on a Truck or Platform belonging to the Company, Sixpence *per* Mile; and a like 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.

35. The Company may demand for the Use of Engines for propelling Carriages on the Railway any Sum not exceeding One Penny *per* Mile for each Passenger or Animal or for each Ton of Goods or other Articles.

Maximum Rates of Charge.

36. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along the Railway, including the Tolls for the Use of the Railway and of Carriages and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums; (that is to say,)

For Passengers.

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:

For Animals and Goods.

And the maximum Rates of Charges to be made by the Company for the Conveyance of Animals and Goods, including the Tolls for the Use of the Railway and Waggons or Trucks, and for locomotive Power, and every other Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any terminal Station of such Goods, and for Delivery and Collection and any other Services incidental to the Duty or Business of a Carrier, where such Services or any of them are performed by the Company), shall not exceed the following Sums; (that is to say,)

For every Animal in Class 1, Fourpence *per* Mile:

For every Animal in Class 2, Threepence *per* Mile:

For every Animal in Class 3, One Penny Halfpenny *per* Mile:

For everything in Class 4, One Penny Halfpenny *per* Ton *per* Mile:

For everything in Class 5, Twopence *per* Ton *per* Mile:

For everything in Class 6, Threepence *per* Ton *per* Mile:

For everything in Class 7, Fourpence *per* Ton *per* Mile:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile Sixpence; and for every Quarter of a Ton or Fraction of a Quarter of a Ton beyond One Ton which such Carriage may weigh, not exceeding One Penny Halfpenny.

Regulations as to the Tolls.

37. The following Provisions and Regulations shall be applicable to the fixing of such Tolls and Charges; (that is to say,)

For Articles or Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles:

For a Fraction of a Mile beyond Four Miles or beyond any greater Number of Miles the Company may demand Tolls on Animals and Merchandise for such Fraction in proportion to the Numbers of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

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

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity.

Terminal Station.

38. No Station is to be considered a terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Tolls for small Parcels and single Articles of great Weight.

39. And with respect to small Packages and single Articles of great Weight, notwithstanding the Rates of Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage on the Railway or any Part thereof of any Parcel not exceeding Seven Pounds in Weight, Threepence;

For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fourpence;

For

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sixpence;

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence;

And for the Carriage of any Parcel exceeding Fifty-six 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 of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

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

For the Carriage of any single Piece of Timber, Stone, Machinery, 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.

Passengers Luggage.

40. 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.

Company may take increased Charges by Agreement.

41. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Restriction as to Charges not to apply to Special Trains.

42. Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any special Train that may be required upon the Railway, but shall apply only to the ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railways.

Tolls may be taken by other Companies subject to working Agreement.

43. If under the Provisions of this Act, or of "The Railways Clauses Consolidation Act, 1845," or any Contract or Agreement authorized by this Act, the Company agree with any other Company for the Use by any such other Company of the Railway, then and in such Case during such Contract or Agreement Tolls and Charges not exceeding such as are authorized by this Act may be demanded and taken by such other Company upon or in respect of the Railway, in accordance with the Terms and Stipulations of such Contract or Agreement, and such Tolls and Charges, or any agreed proportionate Part thereof, shall be paid over to the Company, or be retained by such other Company for their own Use or Benefit, subject to such Deductions, Payments, or Liabilities as may be provided for in such Contract or Agreement.

Tolls for short Distances.

44. In estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway of any of the contracting Companies and partly on the Railway of the Company for a less Distance than Four Miles, Tolls and Charges may be only charged as for Four Miles, and for every Mile or Fraction of a Mile beyond Four Miles as for One Mile.

Power to use certain Railways herein named.

45. The *Denbigh, Ruthin, and Corwen* Railway Company, and all Persons and Companies lawfully using their Railway, may pass over and use with their Engines and Carriages and Waggons, and for the Purposes of Traffic of all Kinds, the Railways of the Company, and the Stations, Sidings, Watering-places, Works, and Conveniences belonging to or connected with the said Railways respectively; and the Company shall make all necessary Arrangements for that Purpose, and afford all reasonable Facilities, and perform all reasonable Services, for the Passage, Reception, Delivery, and Transmission of Traffic over their Railways to and from the Railways of the *Denbigh, Ruthin, and Corwen* Railway Company, and make Provision for the Use of Booking-offices at the Stations on such Railways, and all other Matters necessary for facilitating the Traffic of the *Denbigh, Ruthin, and Corwen* Railway Company, and such Persons and Companies lawfully using their Railway, in connexion with the Railways of the Company.

For protecting local Traffic.

46. In exercising the Powers herein-before granted it shall not be lawful for the *Denbigh, Ruthin, and Corwen* Railway Company, or any Person or Company using their Railway, unless with the Consent in Writing of the Company, to take up at any Station of the Company, or any Station between *Corwen* and *Dolgelly* (including the Stations at *Corwen* and *Dolgelly*), any Passengers, Parcels, Animals, Goods, or Minerals, and to deliver the same at any other Station of the Company, or of the *Corwen and Bala* Railway Company; and if the *Denbigh, Ruthin,*

Ruthin, and Corwen Railway Company, or any Person or Company using their Railway, violate this Enactment, they shall respectively for every such Violation pay to the Company Fifty Pounds by way of Penalty.

Terms of such Use.

47. The Terms, Conditions, and Regulations to which the *Denbigh, Ruthin, and Corwen* Railway Company, and any Person or Company claiming to exercise the Powers herein-before given for using the Railway, shall be subject in respect of the said Use, Facilities, and Services, and the Tolls or other Considerations to be paid by them for the same, shall, if not agreed upon between them and the Company, be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade, and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties in Difference, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct; and any of the said Companies who shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises, shall forfeit and pay to such Person or Company as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such an Offence shall continue.

Power to enter into Traffic Arrangements with Great Western and West Midland Railway Companies.

48. The Company and the *Great Western* Railway Company and the *West Midland* Railway Company, or either of them, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The working, Management, Maintenance, and Repair of the Railway by the *Great Western* and *West Midland* Companies, or either of them, and the Collection, Conveyance, and Conduct of the Traffic thereof, and the Supply of any Rolling or Working Stock, or of any Officers or Servants required for such Purposes:

The fixing and levying of the Tolls, Rates, and Charges arising on the Railway, or any Part thereof:

The Division between the Companies Parties to the Contract of the Receipts arising from the Traffic upon the Railway, and the Payments to be made respectively by the contracting Companies with respect to any of the Matters aforesaid.

Conditions of such Agreements.

49. All Agreements under this Act made between the Company on the one hand and the *Great Western* and *West Midland* Railway Companies, or either of them, on the other hand, shall be subject to the Approval of the Board of Trade, and no Agreement authorized or confirmed by this Act shall in any Manner increase or diminish, alter or affect any of the Tolls, Rates, or Charges which the Companies Parties thereto

thereto are from Time to Time respectively authorized and entitled to demand or take from any Person, but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Agreement were not entered into.

To be first approved by Shareholders.

50. No such Agreement shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at Extraordinary Meetings of the respective Companies Parties to such Agreement specially convened for the Purpose.

Meeting how to be convened.

51. Such Meeting shall be called by Advertisement inserted once at least in Two successive Weeks in some Newspaper of the County in which the principal Office of the Company Party to such Agreement is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Agreement between Companies may be modified if required by the Board of Trade.

52. If at the Expiration of Ten Years from the making of any such Agreement for which the Approval of the Board of Trade is required by this Act, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of the Agreement in such Manner as the Board of Trade may think necessary for removing the public Injury, and the Agreement shall be modified accordingly.

Public Notice at Expiration of decennial Period.

53. The Company, previously to the Expiration of each decennial Period, shall give such public Notice as the Board of Trade may prescribe that the Board is about to enter on the said Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Saving existing Right to contract.

54. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from Acts heretofore passed relating to the Company, or from "The Railways Clauses Consolidation Act, 1845," or from the general Law.

55. It

Interest not to be paid on Calls paid up.

55. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company 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 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.

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

56. 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 an Act authorizing the Company to construct any other Railway or to execute any other Work or Undertaking.

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

57. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions 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 authorized to be taken by the Company, or of the Rates for small Parcels.

Saving Rights of the Crown.

58. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

The Bala and Dolgelly Railway Act, 1862.

Short Title. Expenses of Act.

59. This Act may be cited as "The *Bala* and *Dolgelly* Railway Act, 1862," and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1862.