ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. cci.

An Act for making a Railway from *Defynnock* to *Llandovery*; and for other Purposes.

[28th *July* 1863.]

WHEREAS the Construction of a Railway from the *Central Wales Extension* Railway, near its Junction with the *Vale of Towy* Railway at the Town of *Llandovery* in the County of *Carmarthen*, to the *Dulas Valley* Mineral Railway at *Defynnock* in the County of *Brecon*, would be of public and local Advantage: And whereas Plans and Sections of the proposed 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 are intended to be made or pass, or which may be required for the Purposes of the Undertaking, have been deposited with the respective Clerks of the Peace for the Counties of *Brecon* and *Carmarthen*: And whereas the Persons herein-after named, with others, are willing to carry the Undertaking into execution, and are desirous of being incorporated into a Company for that Purpose: And whereas it is expedient that the Company be empowered to contract with respect to the joint Construction, Management, Maintenance, and Use of a Station at *Llandovery* and Matters connected therewith: And whereas it is expedient that the Company and the *Llanelly* Railway and

Dock Company (who work the *Vale of Towy* Railway) be empowered to make Working and Traffic Arrangements: 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. cc. 16. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

1. The several Acts of Parliament following, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall (except in so far as those Acts are expressly varied by this Act) be incorporated with and form Part of this Act; and in construing those Acts in connexion with this Act the Expression "Superior Courts" includes any Court of competent Jurisdiction as in this Act defined.

Interpretation of Terms.

2. In this Act the Expression "Court of competent Jurisdiction," or any other like Expression, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Word "Goods" includes Merchandise, Minerals, Articles, Matters, and Things (unless in either Case the Subject or Context excludes such Construction).

Short Title.

3. This Act may be cited for any Purpose as "*Brecon and Llandovery Junction* Railway Act, 1863."

Subscribers incorporated.

4. *William Laurence Banks*, *Edward Parker*, *Samuel Hawksley Burbury*, *John Biddulph*, *Charles Fowler*, *J Townsend Kirkwood*, *Charles Kemp Dyer*, 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 Railways herein-after described, and for other the Purposes of this and the said incorporated Acts, and for such Purposes shall be incorporated by the Name of "The *Brecon and Llandovery Junction* 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 incorporated Acts contained.

Capital.

5. The Capital of the Company shall be One hundred and twenty thousand Pounds.

6. The

Number and Amount of Shares.

6. The Number of Shares into which the said Capital shall be divided shall be Twelve thousand Shares, and the Amount of each Share shall be Ten Pounds.

Calls.

7. One Fifth of the Amount of each 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 on Mortgage.

8. It shall be lawful for the Company to borrow on Mortgage any Sums, not exceeding in the whole the Sum of Forty thousand Pounds; but no Part of that Sum shall be borrowed until the whole of the said Capital or Sum of One hundred and twenty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said Capital of One hundred and twenty thousand Pounds has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Facts the Certificate of such Justice under that Section shall be sufficient Evidence).

Arrears may be enforced by Appointment of a Receiver.

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

Application of Monies.

10. All Monies raised under the Authority of this Act by Shares or borrowing shall be applied only to the Purposes by this Act authorized.

Interest not to be paid on Calls paid up.

11. 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 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.

12. It

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

12. 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.

First Meeting.

13. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act.

Number and Qualification of Directors.

14. The Number of the Directors shall be Seven, and the Qualification of a Director shall be the Possession in his own Right of Shares in the Undertaking of the aggregate nominal Value of Two hundred Pounds.

Power to vary the Number of Directors.

15. The Company may by the Vote of any Ordinary or Extraordinary Meeting from Time to Time reduce the Number of Directors for the Time being, but so that such Number shall at no Time be less than Three, and the Company may also on each such Reduction determine which Director or Directors shall retire, and the future Order of Rotation in which the reduced Number of Directors shall go out of Office.

First Directors.

16. *William Laurence Banks Edward Parker, Samuel Hawksley Burbury, John Biddulph, Charles Fowler, J Townsend Kirkwood,* and *Charles Kemp Dyer* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company.

As to Directors retiring and future Elections.

17. At the First Ordinary Meeting of the Company the Shareholders present, personally or by proxy, may either continue in Office the First Directors or any of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the First Directors being eligible for Re-election; and at the First Ordinary Meeting of the Company to be held in the Year One thousand eight hundred and sixty-four, and at the First Ordinary Meeting of the Company in every subsequent Year, 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 of "The Companies Clauses Consolidation Act, 1845," in that Behalf; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue Directors until others are elected in their Stead as in that Act mentioned.

Quorums.

18. The Quorum of a Meeting of the Company shall be any Number of Shareholders holding together not less than Five thousand Pounds in the

the Capital of the Company, and the Quorum of a Meeting of Directors shall be Three.

Power to make Railway according to deposited Plans.

19. The Company may, subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, make and maintain the Railway by this Act authorized, and herein-after described, in the Line and upon the Lands delineated on the Plans, and described in the Books of Reference, and according to the Levels defined on the Sections deposited as aforesaid, and may enter upon, take, and use such of those Lands as shall be necessary for that Purpose.

Description of Works.

20. The Railway by this Act authorized is as follows; (that is to say,)

A Railway commencing in the County of *Carmarthen* at or near the Town of *Llandovery* by a Junction, at the Point and in manner herein-after provided, with the Railway of the *Central Wales Extension* Railway Company, and terminating in the Parish of *Defynnock* in the County of *Brecon* near *Senny Bridge*, and there to join the *Dulas Valley* Mineral Railway as herein-after provided.

Span of Arches.

21. The Company may make the Arches of the Bridges for carrying the Railways over the Roads next herein-after mentioned of any Span, not less than the respective Spans herein-after mentioned in connexion with those Roads respectively; (to wit,)

Number of Road on Plans deposited for the Purposes of this Act.	Parish or Place in which the Road is shown on those Plans.	Description of Road.	Span.
187	Llywel - - -	Turnpike Road -	25 Feet.
398*a*	Llywel - - -	Public Road - -	20 Feet.

Power to alter Engineering Works.

22. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to them upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and

Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Providing for Junction with the Dulas Valley Mineral Railway.

23. And whereas the Bill for this Act, as introduced into Parliament, comprised another Line of Railway from *Defynnock* to *Brecon*, which was identical with Part of the Extension Railway intended to be authorized by the *Dulas Valley* Mineral Railway Bill, also introduced into Parliament in this Session, and promoted by the *Dulas Valley* Mineral Railway Company, and it was agreed that that other Line of Railway should be relinquished in favour of the said Extension Railway: And whereas the Short Title of the *Dulas Valley* Mineral Railway Bill when passed into Law is intended to be "*Neath and Brecon* Railway Act, 1863," and it contains Provisions changing the Name of the *Dulas Valley* Mineral Railway Company into the Name "*Neath and Brecon* Railway Company," and the Name of their Railways into the Name "*Neath and Brecon* Railway:" And whereas it is expedient that a Junction be made between the Railway by this Act authorized and the said Extension Railway at the Point near *Senny Bridge*, where they will meet: Therefore the Company may make a Junction between the Railway by this Act authorized and the said Extension Railway at any Point at or near the Termination of the Railway by this Act authorized where the Junction can be effected within the Limits of Deviation defined upon the Plans deposited for the Purposes of this Act, and the *Neath and Brecon* Railway Company shall afford the Company all necessary Facilities for making such Junction.

Communications with other Railways, how to be made.

24. All Communications between the Railway hereby authorized to be made and any Railway of any other Company, and all such Openings in the Ledges or Flanches of such other Railway as may be necessary or convenient for effecting such Communications, shall (except in so far as may be otherwise agreed between the Company and such other Company) be made and maintained at the sole Expense of the Company, but to the reasonable Satisfaction of the Engineer for the Time being of such other Company; and in case of any Difference arising between that Engineer and the Engineer of the Company as to the Mode of effecting such Communications, then the same shall be determined by a Referee to be appointed, on the Application of either Company, by the Board of Trade.

Provision for Watchmen, Signals, &c.

25. Each other Company with whose Railway any such Communication is made may from Time to Time erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Switchmen,

or

or other Persons, as may be necessary for the Prevention of Danger or Obstruction to or Interference with the Traffic at and near the Point of Junction between their Railway and the Railway by this Act authorized, and the working and Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of such other Company; and all the Costs and Expenses of erecting and maintaining such Signals, Works, and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, shall (except in so far as may be otherwise agreed between the Company and such other Company) at the End of every Half Year be repaid by the Company to such other Company, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by such other Company in any Court of competent Jurisdiction.

Not to interfere with Works of other Companies without Consent.

26. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon any of the Lands belonging to any other Company with whose Railway any such Communication is made, or to alter, vary, or interfere with their Railway or any of the Works thereof further or otherwise than is necessary for the convenient Junction and Intercommunication between such other Railway and the Railway hereby authorized, without the Consent in Writing of such other Company in every Instance for that Purpose first had and obtained.

Point of Communication with Central Wales Extension Railway.

27. The Railway by this Act authorized shall communicate with the *Central Wales Extension* Railway near its southerly Terminus at the most northerly Point which is reasonably practicable within the Limits of Deviation shown on the deposited Plan hereby authorized.

Provision as to Lands, &c. of Central Wales Extension Railway Company.

28. Save for the Purpose of effecting the Junction by this Act authorized with the *Central Wales Extension* Railway, it shall not be lawful for the Company, or for any Person or Persons under the Authority or for the Purposes of this Act, either permanently or temporarily, to enter upon, interfere with, take, or use any Land which by their Act of Incorporation, or any Act therein mentioned, the *Central Wales Extension* Railway Company were authorized to purchase or take, nor to enter upon, use, alter, or interfere with the *Central Wales Extension* Railway, or any of the Works authorized to be connected therewith; and nothing in this Act contained shall prejudice, diminish, or take away any of the Rights, Powers, Privileges, or Authorities of or vested in or belonging to the *Central Wales Extension* Railway Company; and, subject as aforesaid, it shall be lawful for the Company to pass (directly but not otherwise) over that Portion of the *Central Wales Extension* Railway which will lie between the said Point of Junction and the *Vale of Towy* Railway on Payment to the *Central Wales Extension* Railway Company of the annual Rent of Fifty Pounds, payable half-yearly.

29. The

Central Wales Extension Railway Company to complete Line from Point of Junction to Vale of Towy Railway.

29. The *Central Wales Extension* Railway Company shall construct their Line of Railway between the last-mentioned Point of Junction and the *Vale of Towy* Railway, together with the authorized Junction with that Railway, (for that Purpose crossing on the Level the Road numbered Sixty-one, in the Parish of *Llandingat*, on the Parliamentary Plans and Sections deposited in respect of the said *Central Wales Extension* Railway, in manner shown upon those Sections,) within Twelve Months after the passing of this Act, or within such extended Time as the Company under their Common Seal may agree to, and shall thenceforth at their own Expense maintain their Railway between the Points aforesaid in good and efficient working Order.

For enabling Company to run over Central Wales Extension Railway.

30. The *Central Wales Extension* Railway Company shall, for enabling the Company to exercise to the fullest Extent the Power by this Act granted to them of running their Trains on the *Central Wales Extension* Railway South of the said Point of Junction to the *Vale of Towy* Railway without any unnecessary Interruption, make and carry out such Regulations for the Use and Management of the Signals, Works, and Conveniences, and for the Guidance of their Pointsmen, Watchmen, and Servants, as shall secure to the Company the full Exercise of such Power; and any Difference between the Company and the *Central Wales Extension* Railway Company as to any of the Matters in this Clause aforesaid shall be determined, upon the Application of either Party, by the Board of Trade, who shall have Power to lay down any Regulations in reference to any of the Matters aforesaid which they may consider necessary to be observed by either Company, and may attach to the Breach of any such Regulation by either Company a Penalty not exceeding Fifty Pounds for any One Offence, or for each Day during which any such Breach shall continue.

Powers for compulsory Purchases limited.

31. 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 Three Years from the passing of this Act.

Lands for extraordinary Purposes.

32. 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 Three Acres.

Period for Completion of Works.

33. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act, or the 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.

34. And

Provision as to Money deposited.

34. And 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, a Sum of Ten thousand three hundred and twenty-two Pounds Eleven Shillings and Sevenpence Stock in the New Three Pounds *per Centum* Bank Annuities, being of the Value of Nine thousand six hundred Pounds, which is Eight *per Centum* upon the Amount of the Estimate of the Expense of the Railway, has been transferred into the Name of the Accountant General of 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 Stock so transferred in respect of the Application for this Act, or the Interest or Dividends thereof, 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 Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade 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 Board of Trade, the said Stock so transferred as aforesaid, and the 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 Sum of Nine thousand six hundred 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 Sum of Nine thousand six hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade 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 the said Stock so transferred, and the Interest or Dividends thereof, shall be paid or transferred to or on the Application of the Person or Persons, or a 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 Stock so transferred, 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 Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls for Goods, &c.

35. With respect to the Tonnage of any Goods conveyed upon the Railway, or any Part thereof, the Company may demand for the Use of the Railway, and of Carriages when provided by them, any Tolls not exceeding the following; (to wit,)

Class 1. 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, Ironstone, and Iron Ore, Copper, Tin, Lead, and other Ores, for the Use of the Railway *per* Ton *per* Mile One Penny; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 2. 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, for the Use of the Railway *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Tinned Plates, Nails, Anvils, Vices, and Chains, for the Use of the Railway *per* Ton *per* Mile Twopence; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding Three Farthings:

Class 4. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, for the Use of the Railway *per* Ton *per* Mile Threepence; and if conveyed in Carriages provided by the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

With

With respect to the Conveyance of Carriages:

Class 5. For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform belonging to the Company, for the Use of the Railway *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.

Tolls for Passengers and Animals.

36. With respect to the Conveyance of Passengers and Animals upon the Railway, or any Part thereof, the Company may demand any Tolls not exceeding the following; (to wit,)

With respect to the Conveyance of Passengers:

Class 6. For every Person conveyed in or upon any Carriage, for the Use of the Railway *per* Mile Twopence; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding One Penny *per* Mile:

With respect to the Conveyance of Animals:

Class 7. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any Carriage, for the Use of the Railway *per* Mile Threepence; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding One Penny *per* Mile:

Class 8. For every Ox, Cow, Bull, or Head of Neat Cattle conveyed in or upon any Carriage, for the Use of the Railway *per* Mile Twopence; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding One Penny *per* Mile:

Class 9. For every Calf, Pig, Sheep, or Lamb, or other small Animal, conveyed in or upon any Carriage, for the Use of the Railway *per* Mile Three Farthings; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding One Farthing *per* Mile.

Tolls for propelling Power.

37. 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, Articles, Matters, and Things whatsoever, One Penny *per* Ton *per* Mile.

Maximum Charges for Goods and Animals.

38. 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 a reasonable Sum for loading, covering, and unloading

Goods

Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company,) shall not exceed for the several Things and Animals comprised in the Classes herein-before mentioned 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. For One Ton Sixpence *per* Mile, and the further Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton beyond One Ton which any such Carriage may weigh:
Class 7. Fourpence *per* Head *per* Mile:
Class 8. Twopence *per* Head *per* Mile:
Class 9. One Penny *per* Head *per* Mile.

Terminal Station defined.

39. 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.

Maximum Charges for Passengers.

40. 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.

Restrictions as to Charges not to apply to Special Trains.

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

42. 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 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.

43. The

Regulations as to Tolls.

43. The following Provisions shall be applicable to the fixing of the several Tolls and maximum Rates of Charge by this Act authorized; (to wit,)

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

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls for Goods and Animals in proportion to the Number of Quarters of a Mile contained therein; and with respect to Goods and Animals a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile, and with respect to Passengers every Fraction of a Mile beyond Three Miles shall be deemed a Mile:

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

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 greater or less Quantity.

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

Tolls for small Parcels and single Articles of great Weight.

44. 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 any Tolls not exceeding the Tolls following:

For the Carriage on the Railway of small Parcels, as follows:

If not exceeding Seven Pounds in Weight, Threepence:

If exceeding Seven but not exceeding Fourteen Pounds in Weight, Fivepence:

If exceeding Fourteen but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

If exceeding Twenty-eight but not exceeding Fifty-six Pounds in Weight, Ninepence:

If exceeding Fifty-six Pounds in Weight and not exceeding Five Hundredweight, any Sum the Company 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 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.

45. Any 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 and Llanelly Railway and Dock Company may make Traffic Arrangements.

46. The Company and the *Llanelly* Railway and Dock Company may from Time to Time enter into and carry into effect any Contracts for or with respect to the Purposes or any of the Purposes following, and any incidental Matters; (to wit,)

The Maintenance, Working, Use, and Management by the *Llanelly* Railway and Dock Company of the Railway and Works by this Act authorized, or any Part thereof; the Supply and Employment of Rolling and other Stock, Plant, Officers, and Servants for working the Traffic thereon, and the booking, forwarding, and Transmission of Traffic to and from the same:

The fixing, Collection, Division, and Appropriation of the Tolls and Revenue arising therefrom, and the Rents, Payments, Drawbacks, and Allowances to be made or paid by either of the contracting Companies to the other of them, and the Costs and Expenses of or connected with the Matters aforesaid.

Arrangements to be approved by the Board of Trade.

47. Any such Contract as aforesaid (except such as might have been made under the Powers of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act) shall not have any Operation until the same shall have been approved by the Board of Trade; and no such Contract as aforesaid shall in any Manner increase, diminish, alter, or affect any of the Tolls, Rates, or Charges which the Companies Parties thereto may 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 Contract, be entitled to the Use and Benefit of the Railways to which the same may relate upon Terms and Conditions as favourable, and on Payment of Tolls, Rates, and Charges on as low a Scale, as they would have been in case no such Contract or Arrangement had been entered into: Provided always, that the said Board shall not approve any such Contract without being satisfied that the Terms of the Contract have been duly assented to by a Majority of not less than Three Fifths of the Votes of the Shareholders of each Company Party thereto assembled at a Meeting convened with Notice of this Object.

Working Arrangements not to take effect unless approved by Shareholders.

48. No such Contract shall have any Operation or Effect unless and until the Terms thereof shall have been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders voting, personally or by proxy, at a Meeting of each Company Party thereto convened with Notice of this Object of the Meeting.

49. Such

Meetings how to be convened.

49. Such Meeting shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of the Company by whom or on whose Behalf such Advertisement is inserted 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 such 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).

Term and Revision of Agreements.

50. Any such Contract may be for such One Term or Period with reference to all the Purposes therein comprised, or for such and so many different Terms and Periods with reference to different Purposes, as the Parties thereto agree upon: Provided always, that it shall be lawful for the Board of Trade, if they think fit, on the Expiration of Ten Years from the Commencement of any such Contract requiring their Approval, or from the last Period when any Revision thereof shall have been made by them, to cause the same to be revised, and the Board of Trade shall have Power to declare any Modification required by that Board to be Part of such Contract, and such Contract shall be thereafter construed and shall take effect with such Modification accordingly.

Notice of Revision.

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

Tolls during Contracts.

52. If and while under any such Contract the *Llanelly* Railway and Dock Company work the Railway of the Company, that Railway shall, for the Purposes of Tolls and Charges, be deemed Part of the Railways of or worked by the *Llanelly* Railway and Dock Company, and to form therewith One continuous Line of Railway; and in estimating the Tolls and Charges to be taken in respect of Traffic conveyed under the Contract partly on the Railway of the Company, and partly on the Railways of or worked by the *Llanelly* Railway and Dock Company, for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles, and for each Mile or Fraction of a Mile beyond Three Miles, as for One Mile only in respect of Passengers; and for each entire Mile beyond Three Miles, as for One Mile only in respect of Animals, Minerals, and Goods; and for each Fraction of a Mile beyond Three Miles, Tolls and Charges may be taken for Animals, Minerals, and Goods in proportion to the Number of Quarters of a Mile contained therein, and for this Purpose a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile.

The Company and the Llanelly

53. The Company and the *Llanelly* Railway and Dock Company may from Time to Time enter into and carry into effect any Contracts for

Railway Company may contract as to Stations.

for or with respect to the Purposes or any of the Purposes following, and any incidental Matters; (to wit,)

The joint Construction by the contracting Companies of a Station at *Llandovery*, and the Acquisition of Land for the same:

The joint Management, Maintenance, and Use of any Station so jointly constructed, or of any other Station at *Llandovery* of either of the contracting Companies, and of the Lands acquired or to be acquired for the same:

The Appointment of Joint Committees for the Purposes of the Contract:

The Contributions, Rents, Charges, and Allowances to be paid and allowed by and between the contracting Companies.

Sanction of Shareholders to Station Contracts.

54. No such Contract as aforesaid shall have any Operation or Effect unless and until the Terms thereof shall have been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders voting, personally or by proxy, at a Meeting of each Company Party thereto convened with Notice of this Object of the Meeting.

Running Powers for the Llanelly Railway and Dock Company.

55. The *Llanelly* Railway and Dock Company may run over and use with their Engines, Carriages, Trucks, Officers, and Servants, and for Traffic of every Description, the Railway by this Act authorized, together with all Stations, Booking Offices, Buildings, Platforms, Approaches, Water Engines, Water Supply, Signals, Signal Posts, Telegraphs, Works, and Conveniences belonging thereto; and the Company shall make all necessary Arrangements, and afford and perform all reasonable Facilities and Services, for the Exercise of such Powers of User at, upon, and subject to such Tolls or Payments, Terms, Conditions, and Regulations, as shall be agreed upon between them, or (failing Agreement) shall be determined by Arbitration in accordance with "The Railway Companies Arbitration Act, 1859," by a single Arbitrator to be appointed by the Board of Trade on the Application of either Company.

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

56. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made 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 or of the Rates for small Parcels authorized by this Act.

Expenses of Act.

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

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