ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. cccIV.

An Act to enable the *Brecon and Merthyr Tydfil Junction* Railway Company to construct new Lines between their authorized Lines and the *Rhymney* Railway, and to connect the *Rumney* and *Rhymney* Railways, and between the *Rumney* Railway and *Caerphilly* and *Llantwit-fardre*, and to join the *Great Western* Railway, and to raise further Monies; and for other Purposes.

[29th *July* 1864.]

WHEREAS by "The *Brecon and Merthyr Junction* Railway Act, 1859," (herein-after called "the original Act,") the *Brecon and Merthyr Tydfil Junction* Railway Company (herein-after called "the *Brecon* Company") were incorporated: And whereas the following Acts relating to the *Brecon* Company have since been passed; (namely,) "The *Brecon and Merthyr* Railway Extensions Act, 1860," (herein-after called "the Act of 1860,") "The *Brecon and Merthyr* Railway (Capital) Act, 1861," (herein-after called "the Capital Act of 1861,") "The *Brecon and Merthyr* Railway Extensions Act, 1861," (herein-after called "the Extensions Act of 1861,") "The *Brecon and Merthyr* Railway Act, 1862," (herein-

22 & 23 Vict. c. lxviii.

23 & 24 Vict. c. xvii.

24 & 25 Vict. cc. x. and ccxxxv.,

25 & 26 Vict. c. clxxxiv.,

26 & 27 Vict. cc. cxcvi. and ccii.

(herein-after called "the Act of 1862,") "The *Brecon and Merthyr* Railway Act, 1863," (herein-after called "the *Brecon* Act of 1863,") and "The *Rumney and Brecon and Merthyr* Railways Act, 1863," (herein-after called "the *Rumney and Brecon* Act of 1863"): And whereas the Undertaking of the *Brecon* Company as by those Acts authorized now consists (first) of a Line of Railway from *Brecon* to *Merthyr Tydfil* (there to join with a double Junction the *Taff Vale* Railway), and certain Branch Railways, and a Railway or Tramway at or near *Brecon* (which Railways and Railway or Tramway, with the Works connected therewith, and the Lands acquired for the Purposes thereof, constitute their general Undertaking as defined in those Acts), and (secondly) of Railways running from the Main Line in the Parish of *Llandetty* to the *Merthyr*, *Tredegar*, *and Abergavenny* Railway, and also to the *Sirhowy* Railway and to *Gelligaer*, and of the *Rumney* Railway, and of a Railway from the *Rumney* Railway to the Railway of the *Brecon* Company at *Gelligaer*, but subject, as regards the Railway last described, to a Provision contained in the *Rumney and Brecon* Act of 1863 suspending the Powers of the *Brecon* Company for constructing a Part of that Railway as therein mentioned (which Railways secondly above described, with the Works connected therewith, and the Lands acquired for the Purposes thereof, constitute the separate Undertaking of the *Brecon* Company as defined in the said Acts): And whereas the *Rhymney* Railway Company have caused to be introduced in the present Session of Parliament a Bill, of which (should the same pass into a Law) the Short Title is intended to be, and which is hereinafter referred to as, "The *Rhymney* Railway (Northern Lines) Act, 1864," and by the said Bill it is proposed to authorize the Construction of a Railway commencing in the Parish of *Gelligaer* in the County of *Glamorgan* by a Junction with the *Rhymney* Railway at or near to the Termination thereof at the Town of *Rhymney*, and terminating in the Parish of *Llangynider* in the County of *Brecon* by a Junction with the *Brecon and Merthyr Tydfil Junction* Railway: And whereas it is expedient that the *Brecon* Company be authorized to construct a Railway (herein-after called "the *Rumney West Fork*") for connecting the Railways thirdly and sixthly authorized by the Act of 1862 with the Railway so intended to be authorized by the *Rhymney* Railway (Northern Lines) Act, 1864: And whereas it is expedient that the *Brecon* Company be authorized to construct a Railway (herein-after called "the *Pontlottyn Junction*") to form a Connexion between the *Rumney* Railway and the *Rhymney* Railway near the respective Northern Termini of those Railways: And whereas it is expedient that the *Brecon* Company be authorized to construct a Railway (herein-after called "the *Ystrad Junction*") from the *Rumney* Railway in the Parish of *Bedwas* in the County of *Monmouth* to the *Great Western* Railway (*Taff Vale* Extension) in the Parish of

of *Llanfabon* in the County of *Glamorgan:* And whereas it is expedient that the *Brecon* Company be authorized to construct a Railway (herein-after called "the *Caerphilly Junction*") from the *Rumney* Railway in the said Parish of *Bedwas* to the *Caerphilly* Branch of that Railway: And whereas the *Rhymney* Railway Company have also caused to be introduced in the present Session of Parliament another Bill, of which (should the same pass into a Law) the Short Title is intended to be, and which is herein-after referred to as, "The *Rhymney* Railway (*Cardiff and Caerphilly*) Act, 1864," and by the last-mentioned Bill it is proposed to authorize the Construction of a Railway commencing in the Parish of *Saint John the Baptist, Cardiff*, in the County of *Glamorgan*, by a Junction with the *Bute Dock* Branch of the *Rhymney* Railway, and terminating in the Parish of *Eglwsilan* by a Junction with the Main Line of the *Rhymney* Railway: And whereas it is expedient that the *Brecon* Company be authorized, in the Events herein-after mentioned, to construct a Railway (herein-after called the "*Rhymney Cardiff Junction*") from the *Caerphilly* Branch of the *Rumney* Railway in the Hamlet of *Vann* in the Parish of *Bedwas* and County of *Glamorgan* to join the Railway so intended to be authorized by "The *Rhymney* Railway (*Cardiff and Caerphilly*) Act, 1864:" And whereas Two several Bills were introduced into Parliament during the present Session, under the Short Titles respectively of "*Brecon and Merthyr Tydfil Junction* Railway (No. 2)," and "*Brecon and Merthyr Tydfil Junction* Railway (No. 3):" And whereas the said Two Bills were, in their Progress through Parliament, consolidated into this Act: And whereas Plans and Sections describing the Lines and Levels of the Railways and Works proposed to be authorized by the said Two Bills respectively, and the Lands required to be taken for the Purposes thereof, together with Books of Reference to the said Plans, containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and the Occupiers of those Lands respectively, were, on or before the Thirtieth Day of *November* One thousand eight hundred and sixty-three, deposited with the respective Clerks of the Peace for the Counties of *Glamorgan* and *Monmouth*, and also, as regards the said *Brecon and Merthyr Tydfil Junction* Railway (No. 3) Bill, with the Clerk of the Peace for the County of *Brecon:* And whereas the several Railways by this Act authorized (except the *Rhymney Cardiff Junction*) were included in the Railways proposed to be authorized by the said *Brecon and Merthyr Tydfil Junction* Railway (No. 3) Bill, and the *Rhymney Cardiff Junction* is the Northernmost Part of the Railway proposed to be firstly authorized by the said *Brecon and Merthyr Tydfil Junction* Railway (No. 2) Bill: And whereas it is expedient that the *Brecon* Company, and all Companies or Persons lawfully working the Railways or any Part of the Railways

of

of the *Brecon* Company, be authorized to run over, work, and use the Railways or Parts of Railways herein-after in that Behalf mentioned: And whereas it is expedient that the *Brecon* Company, and all Persons lawfully working the Railways or any Part of the Railways of the *Brecon* Company, should be empowered to enter into and carry into effect such Working and Traffic Arrangements and other Arrangements as by this Act authorized with the several other Companies herein-after in that Behalf mentioned: And whereas it is expedient that such Provision as is herein-after in that Behalf contained should be made for facilitating and securing the Interchange, Transmission, and Delivery of Traffic between, from, to, at, and over the Railways and Stations of the *Brecon* Company, and the Railways and Stations of the several Companies in this Act mentioned in that Behalf: And whereas it is expedient that the Heads of Agreement between the *Brecon* Company and the *Rhymney* Railway Company (a Copy whereof is set forth in the Schedule to this Act) be confirmed: And whereas it is expedient that the *Brecon* Company be authorized to raise further Monies for the Purposes of this Act: And whereas the Objects before mentioned 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,)

Short Title.

1. This Act may be cited for any Purpose as "*Brecon and Merthyr* Railway (New Lines) Act, 1864."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," The "Railways Clauses Consolidation Act, 1845," and Part I., relating to Construction of a Railway, and Part III. relating to Working Agreements, of "The Railways Clauses Act, 1863," shall (except in so far as the Provisions of those Acts are expressly varied or excepted by this Act) be incorporated with and form Part of this Act.

Certain Provisions of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

3. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Remedies of Creditors of the Company against the Shareholders, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, with respect to the Consolidation of the Shares into Stock, with respect to the making of Dividends, and with respect to the

Provision

Provision to be made for affording Access to the Special Act by all Parties interested, and "The Companies Clauses Act, 1863," (except Part IV. of that Act,) shall be incorporated with this Act, and shall, in all Particulars not otherwise provided for by or under the Powers of this Act, respectively apply to all Shares and Capital created, and to all Monies borrowed, and Mortgages granted, under the Powers of this Act by the *Brecon* Company; and in construing those Clauses and Provisions in connexion with this Act the Expression "the Special Act" shall mean this Act, the Expression "the Company" shall mean the *Brecon and the Merthyr Tydfil Junction* Railway Company, the Expression "the Undertaking" shall mean the separate Undertaking of the *Brecon* Company, and the Term "Superior Courts" shall include any Court of competent Jurisdiction as interpreted by this Act, unless in so far as there may be in either Case something in the Subject or Context repugnant to or inconsistent with such Construction.

Interpretation of Terms.

4. In this Act the Expression "the *Brecon* Company" means the *Brecon and Merthyr Tydfil Junction* Railway Company; the Word "Share" includes Stock; the Expression "the separate Undertaking" means and comprises the Railways and Works or Undertaking defined as "the separate Undertaking" in the Act of 1862, and all other Railways and Works from Time to Time declared by any other Act Part of the separate Undertaking of the *Brecon* Company, and includes the several Railways by this Act authorized to be constructed; the Expression "the general Undertaking" means and comprises all other the Railways, Works, Property, and Undertaking of the *Brecon* Company (not being Part of their separate Undertaking); "the deposited Plans and Sections" means the Plans and Sections deposited with the Clerks of the Peace for the Purposes of this Act as aforesaid; the Word "Traffic" has the Meaning assigned to that Word in and by "The Railway and Canal Traffic Act, 1854;" and in this Act, and the Acts and Parts of Acts incorporated therewith, the Term "Court of competent Jurisdiction," and any other like Term, shall be read and have effect as if the Debt or Demand with respect to which the Term is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; unless in so far as there may be in either Case something in the Subject or Context repugnant to or inconsistent with such Construction.

Same Meanings to Words in incorporated Acts as in this Act.

5. All Words and Expressions to which by any Act wholly or partially incorporated with this Act Meanings are assigned shall in this Act have the respective Meanings so assigned, unless there be something in the Subject or Context repugnant to or inconsistent with such Construction, or other Meanings be assigned to them by this Act.

Power to make Railways according to deposited Plans.

6. Subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts and Parts of Acts contained, the *Brecon* Company may make and maintain the several Railways herein-after described, except the *Rhymney Cardiff Junction*, according to the Lines and Levels defined upon the Plans and Sections, and upon the Lands delineated on the Plans and described in the Books of Reference deposited for the Purposes of the said *Brecon and Merthyr Tydfil Junction* Railway (No. 3) Bill as aforesaid; and, subject as aforesaid, the *Brecon* Company may make and maintain the *Rhymney Cardiff Junction* herein-after described, according to the Lines and Levels defined upon the Plans and Sections, and upon the Lands delineated on the Plans and described in the Books of Reference deposited for the Purposes of the said *Brecon and Merthyr Tydfil Junction* Railway (No. 2) Bill as aforesaid; and the *Brecon* Company may enter upon, take, and use such of those Lands respectively as they think necessary for the Purposes of this Act.

Description of Railways.

7. The Railways by this Act authorized comprise the following:

First, (the *Rumney West Fork*,) a Railway to commence in the Parish of *Merthyr Tydfil* in the County of *Glamorgan* by a Junction with the Railway thirdly authorized by the Act of 1862, and to terminate in the Parish of *Gelligaer* in the same County, near the Point where the *Carno* Stream falls into the River *Rumney*, together with a Junction there with the Railway intended to be authorized as aforesaid by "The *Rhymney* Rail-"way (Northern Lines) Act, 1864," now pending in Parliament, should the same pass into a Law:

Secondly, (the *Pontlottyn Junction*,) a Railway to commence in the said Parish of *Gelligaer* by a Junction with the *Rhymney* Railway near its Terminus at *Rumney*, and to terminate in the said Parish of *Bedwelty* by a Junction with the *Rumney* Railway:

Thirdly, (the *Ystrad Junction*,) a Railway to commence in the Parish of *Bedwas* in the County of *Monmouth* by a Junction with the *Rumney* Railway, and to terminate in the Parish of *Llanfabon* in the County of *Glamorgan* by a Junction with the *Great Western* Railway (*Taff Vale* Extension):

Fourthly, (the *Caerphilly Junction*,) a Railway to commence in the Parish of *Bedwas* in the County of *Monmouth* by a Junction with the *Rumney* Railway, and to terminate in the Hamlet of *Vann* in the Parish of *Bedwas* in the County of *Glamorgan* by a Junction with the *Caerphilly* Branch of the *Rumney* Railway:

Fifthly, (the *Rhymney Cardiff Junction*,) a Railway to commence in the Hamlet of *Vann* in the Parish of *Bedwas* and County of *Glamorgan* by a Junction with the *Caerphilly* Branch of the *Rumney* Railway, and to terminate at or near the Point marked

marked upon the Plans deposited as aforesaid for the Purposes of the said *Brecon and Merthyr Tydfil Junction* Railway (No. 2) Bill as denoting Seven Furlongs from the Commencement of the Railway upon those Plans described as Line No. 1, together with a Junction there with the Railway intended to be authorized as aforesaid by the *Rhymney* Railway (*Cardiff and Caerphilly*) Act, 1864.

Inclination of certain Roads.

8. The *Brecon* Company may make the several Roads next herein-after specified, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations herein-after mentioned in connexion with those Roads; (to wit,)

No. of Road on deposited Plans.	Parish in which the Road is shown on those Plans.	Description of Road.	Intended Inclination.
4	Merthyr Tydfil -	Public Road -	1 in 13 on one Side, and level on the other Side.
31	Hamlet of Vann, Parish of Bedwas -	Public Road -	1 in 16

Dimension of Bridges.

9. The *Brecon* Company may make the Arches of the Bridges for carrying the Railways over the Roads next herein-after mentioned of any Span, and with clear Heights for a Span of Ten Feet in each Case above the Surface of those Roads respectively, not less than the respective Spans and clear Heights herein-after mentioned, in connexion with those Roads respectively; (to wit,)

No. of Road on deposited Plans.	Parish in which Road is shown on those Plans.	Description of Road.	Span (in Feet).	Clear Height (in Feet).
4	Merthyr Tydfil - - -	Public Road - -	20	14
154	Gelligaer - - -	Public Road - -	20	14

Powers for compulsory Purchases limited.

10. The Powers of the *Brecon* Company for the compulsory Purchase of Land for the Purposes of the several Railways herein-before authorized to be constructed shall not be exercised after the Expiration of Three Years from the passing of this Act.

Limiting Time for Completion.

11. Subject to the other Provisions of this Act, the several Railways by this Act authorized to be constructed shall be completed within Five Years from the passing of this Act; and upon the Expiration of the Period by this Act limited for the Completion of any Railways or Works, all the Powers by this Act granted for making those Railways or Works, or otherwise in relation thereto,

thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

Restriction on Exercise of some of Company's Powers under Act.

12. Provided, that the *Brecon* Company shall not, before the First Day of *November* One thousand eight hundred and sixty-five, exercise any of their Powers under this Act of acquiring Lands and executing Works for the Purposes of the *Rhymney Cardiff Junction* by this Act authorized, and if before that Day the *Rhymney* Railway Company give to the *Brecon* Company Notice in Writing of the Intention of the *Rhymney* Railway Company to apply to Parliament in the Year One thousand eight hundred and sixty-five, or the Year One thousand eight hundred and sixty-six, for Authority for them to make and maintain that Railway, or any Railway by way of Substitution for the same, and apply to Parliament accordingly, then the *Brecon* Company shall not, before the First Day of *October* One thousand eight hundred and sixty-six, exercise any of those Powers for those Purposes; and if, before that Day, Parliament authorize the *Rhymney* Railway Company to make and maintain the Railway to which their Application so relates, then, on the passing of the Act for the Purpose, the *Brecon* Company's Powers under this Act for making and maintaining the *Rhymney Cardiff Junction* by this Act authorized, and otherwise in relation thereto, shall absolutely cease, and they shall be freed by this Act from all Liability with respect to the completing and opening for public Traffic of the same: Provided, that if the *Rhymney* Railway Company so apply for Authority to make and maintain a Railway, the Bill deposited by them for the Purpose shall contain Provisions proper and sufficient for authorizing the *Brecon* Company to work over and use the Railway, and for affording to them Traffic Facilities in relation thereto, and in that event the *Brecon* Company shall not, directly or indirectly, offer or sanction any Opposition to the Application, but, on the contrary, shall assent thereto, save only that if the Bill contain any Provisions in excess of the several Purposes provided for by this Section the *Brecon* Company, if they think fit, may oppose all or any of the Provisions so in excess.

The Protection of Lands and Works of the Rhymney Iron Company.

13. And whereas the *Rumney West Fork* Railway and the *Pontlottyn Junction* Railway by this Act authorized are proposed to pass through Lands belonging or reputed to belong to and occupied by the *Rhymney* Iron Company, contiguous to their Ironworks, and on and under which they have Mining Rights, and are now and from Time to Time will be carrying on active mining and other Operations in connexion with their Ironworks, and it is expedient that the special Provisions herein contained should be made with reference to the Lands from Time to Time belonging to and so occupied by that Company: Therefore, it shall not be lawful for the

the *Brecon* Company, without the Consent in Writing of the *Rhymney* Iron Company in every Instance first had and obtained,—

1. To take any more of the Lands now belonging to or occupied by the *Rhymney* Iron Company than shall be absolutely necessary for the Width of the said Lines of Railway, with not exceeding Two Lines of Rails, and the Cuttings, Embankments, Fences, Viaducts, and Arches thereof respectively:

2. To bore, cut, or embank any of the Lands now belonging to or occupied by the *Rhymney* Iron Company which may not be necessarily taken by the Company for the Construction as herein authorized of the said Railways, and the Cuttings, Embankments, Viaducts, and Arches thereof, or to lay any Spoil or Material upon such last-mentioned Lands, or dig or remove therefrom any Earth, Stone, Gravel, Sand, or other Materials, or construct any temporary or permanent Works upon such Lands, or enter upon, take, or use the same for any other Purpose:

3. To use, obstruct, or interfere with any Land now belonging to or occupied by the *Rhymney* Iron Company for the Deposit of Soil or Rubbish (except so much thereof as may be necessary for the Site of a double Line of Railway), or to alter or divert any Carriage or other Road, Railway, Tramway, Drain, Conduit, Watercourse, or Stream in or upon Lands from Time to Time belonging to or occupied by them, or to prevent the *Rhymney* Iron Company from using or enjoying the same, or any of them, in as full and ample a Manner as if this Act had not been passed:

And the *Brecon* Company shall make, and for ever thereafter keep in good Repair, to the reasonable Satisfaction of the *Rhymney* Iron Company, all such Roads and Bridges over, and all such Tunnels and other Communications under, and all such Crossings on the Level of those Parts of the said Railways which shall be formed upon any Lands now belonging to or occupied by the *Rhymney* Iron Company, and all such other Accommodation Works as shall effectually preserve to the *Rhymney* Iron Company the full and ample Use and Enjoyment of their said Works and Lands, and of all Roads, Railways, Tramroads, Drains, Watercourses, and Streams upon or connected therewith; and if the *Brecon* Company shall make any Default in this Behalf, the *Rhymney* Iron Company may, after One Month's Notice to the *Brecon* Company in Writing, make or repair any such Work as the Company shall have omitted to make or repair, and may recover from the *Brecon* Company all Expenses of and incident thereto, and all Loss and Damages consequent upon every such Omission of the *Brecon* Company, in any Court of competent Jurisdiction.

As to passing under the Line of the Rhymney Railway.

14. At the Point at which the Railway No. 3 (the *Ystrad Junction*) by this Act authorized will pass under the Line of the *Rhymney* Railway (which said Line is numbered 139 in the Parish of *Gelligaer* on the Plans herein-before referred to) the said Railway No. 3 shall be carried under such Line by such Means and at such Point within the Limits of Deviation defined on the deposited Plans, as may be agreed upon between the Engineer for the Time being of the *Rhymney* Railway Company and the Engineer for the Time being of the Company, or as, in case of Difference, shall be settled by a Referee to be agreed upon between the said Engineers, or, failing Agreement, to be appointed by the Board of Trade on the Application of either Company: Provided, that the Company shall in no Case be required to make any Deviation from the Levels marked on the Section deposited as aforesaid which shall or may render the Gradients of the Railways by this Act authorized steeper, or the Curves thereof sharper, than those shown on the Plans and Sections deposited as aforesaid; and the several Works for carrying the said Railway No. 3 under the said Line of the *Rhymney* Railway Company shall be constructed and made in a substantial and workmanlike Manner, and to the reasonable Satisfaction of the Engineer for the Time being of the *Rhymney* Railway Company, or, in case of Difference between him and the Engineer of the Company, to the Satisfaction of such Referee as aforesaid, and shall for ever afterwards be maintained and kept in good and proper Repair by and at the Expense of the Company, and the Referee shall have Power to determine how the Costs of the Arbitration shall be defrayed.

In Construction of Works Traffic not to be interrupted.

15. The Construction of the Railway No. 3 under the *Rhymney* Railway, and of the necessary Works in connexion therewith, shall be carried out so that the Traffic on the *Rhymney* Railway shall not be interrupted, and in such Manner as shall be agreed upon between the Engineer for the Time being of the *Rhymney* Railway Company and the Engineer for the Time being of the Company; and in case of Difference arising as to the Mode of carrying on such Construction, the same shall be determined by a Referee to be agreed upon between the said Engineers, or, failing Agreement, to be appointed by the Board of Trade on the Application of either Company, who shall have Power to determine how the Costs of the Arbitration shall be defrayed.

Company not to take Lands belonging to the Rhymney Railway Company without Consent.

16. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or to enable the Company, without the previous Consent in Writing of the *Rhymney* Railway Company, to take or enter upon or use, either permanently or temporarily, any of the Lands belonging to the *Rhymney* Railway Company, or to alter, vary, or interfere with the *Rhymney* Railway, or any of the Works

Works thereof, further or otherwise than is necessary for the proper and convenient Construction of the said Railway No. 3, and of the Works connected therewith respectively.

Saving Rights of Rhymney Railway Company.

17. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Rhymney* Railway Company otherwise than is herein expressly provided.

As to Construction of Rumney West Fork.

18. It shall not be lawful for the *Brecon* Company, without the Consent in Writing of the *Rhymney* Iron Company, to construct the *Rumney West Fork* otherwise than upon a Centre Line to be approved by the *Rhymney* Iron Company, or, in case of Difference, to be determined by Mr. *Thomas Elliott Harrison* Civil Engineer, as sole Arbitrator between the *Brecon* Company and the *Rhymney* Iron Company; and the Provisions of "The Railway Companies Arbitration Act, 1859," shall be applicable to the said Arbitration: Provided always, that the Arbitrator shall not be at liberty to adopt or determine any Centre Line which shall render the Curves of the *Rumney West Fork* sharper, or the Gradients of that Line steeper, than the Curves and Gradients respectively shown upon the Plan and Section of that Line deposited for the Purposes of the said *Brecon and Merthyr Tydfil Junction* Railway (No. 3) Bill as aforesaid.

For the Protection of Pond of the Rhymney Iron Company.

19. And whereas the *Rumney West Fork* Railway is proposed to be constructed and maintained in close Proximity to a certain Pond or Reservoir in the Parish of *Gelligaer*, belonging to the *Rhymney* Iron Company, called the *New Town Pond*, and which Pond or Reservoir was formed and is maintained by that Company at considerable Cost for the Purpose of preserving and supplying Water for Use in the *Rhymney* Ironworks: And whereas it is essentially necessary that that Pond or Reservoir be not by any Operation of the Company destroyed or damaged, and that special Provision be made for preventing any such Destruction or Damage: Therefore it shall not be lawful for the *Brecon* Company, without the Consent in Writing of the *Rhymney* Iron Company, in constructing the said *Rumney West Fork* Railway, to take, use, or enter upon any Land forming Part of the Site of that Pond or Reservoir, or situate within Twenty Feet of the nearest Part of the same Pond or Reservoir, or to do or omit any Act or Thing whereby the same Pond or Reservoir shall or may be destroyed or damaged.

Works near Pond to be executed according to Plans, &c. approved by

20. Before commencing any Works whatsoever upon any Lands, whether or not belonging to or occupied by the *Rhymney* Iron Company, situate within One hundred and twenty-five Yards of the nearest Part of the said Pond or Reservoir, the *Brecon* Company shall

them or certified by Board of Trade's Nominee.

shall deliver to the *Rhymney* Iron Company a Plan and Section, with proper Drawings and Specifications, fully descriptive of all the Works proposed to be executed by the *Brecon* Company within the Distance of One hundred and twenty-five Yards in any Direction of that Pond, and of the Manner in which and of the Materials with which all such last-mentioned Works are, with a View to avoid causing Damage to that Pond or Reservoir, proposed to be executed; and no Works shall be commenced by the *Brecon* Company within the last-mentioned Distance of that Pond or Reservoir until that Plan, Section, and those Drawings and Specifications, with or without any agreed Modification thereof, shall have been approved in Writing by the *Rhymney* Iron Company, or, failing such Approval for Two Calendar Months after the Delivery thereof to that Company, until that Plan and Section and those Drawings and Specifications shall have been certified in Writing by an Engineer nominated by the Board of Trade as fit and capable of being executed without causing, by Leakage or otherwise, Damage to the said Pond or Reservoir.

Such Works to be executed and repaired to the Satisfaction of the Ironworks Engineer, &c.

21. All Works whatsoever which shall be executed by the *Brecon* Company within One hundred and twenty-five Yards in any Direction of the said Pond or Reservoir shall be executed and for ever repaired and maintained by the *Brecon* Company to the Satisfaction of the Principal Engineer for the Time being of the *Rhymney* Ironworks, and under his Superintendence, and so as to cause no Damage by Leakage or otherwise to the said Pond; and if the *Brecon* Company shall at any Time make Default in properly repairing or maintaining those Works, or any of them, the *Rhymney* Iron Company may from Time to Time, and at all Times as often as need be, after One Month's Notice to the *Brecon* Company in Writing, repair and renew those Works in such Manner and with such Materials as they shall think necessary, and may recover from the *Brecon* Company all Expenses of and incidental thereto, and all Loss and Damage consequent on any Omission of the *Brecon* Company, in any Court of competent Jurisdiction.

Saving Rights of Rhymney Iron Company.

22. Except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the *Rhymney* Iron Company.

Meaning of Expression Rhymney Iron Company.

23. The Expression "*Rhymney* Iron Company" in this Act shall have the same Meaning as is assigned to it by the Act of the Session of the Fourth and Fifth Years of Her Majesty, intituled *An Act for regulating legal Proceedings by or against the* Rhymney *Iron Company, and for granting certain Powers thereto.*

24. If

Penalty for Noncompletion of Works within Time limited.

24. If the several Railways herein-before mentioned and by this Act authorized be not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, then (subject to the Provisions herein-after contained) the *Brecon* Company shall forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the said Railways shall remain unopened, which Amount shall be a Debt due from the *Brecon* Company to the Crown, and recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the *Brecon* Company may be prevented from completing or opening the said Railways by unforeseen Accident or Circumstances beyond their Control, of which Prevention, and the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence; and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificates accordingly: Provided also, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the *Brecon* Company.

For Payment out of Court of Stock deposited for the Purpose of both Bills.

25. And whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of the Reign of Her present Majesty, Chapter Twenty, a Sum of Fourteen thousand one hundred Pounds Stock in the Three Pounds *per Centum* Consolidated Bank Annuities has been transferred by the Persons named in a Warrant or Order issued pursuant to the said Act into the Name of the Accountant General of the Court of Chancery in respect of the Application to Parliament for the said *Brecon and Merthyr Tydfil Junction* Railway (No. 2) Bill, and a Sum of Eighteen thousand four hundred and sixty-one Pounds Ten Shillings and Ninepence Stock in the same Annuities has been transferred by the Persons named in another Warrant or Order issued pursuant to the said Act into the Name of the said Accountant General in respect of the Application to Parliament for the said *Brecon and Merthyr Tydfil Junction* Railway (No. 3) Bill (both of which said Bills are consolidated in this Act): Therefore, on the Application of the Persons named in the Warrant or Order by which the Transfer of the said Sum of Fourteen thousand one hundred Pounds Stock in manner aforesaid was directed to be made, or of the Survivor, or of the Executors or Administrators of the Survivor of those Persons, by Petition in a summary Way at any Time after the passing of this Act, and on Production of the Certificate of the Chairman of Committees of the House of Lords of the passing of this Act, the Court of Chancery in *England* may and shall order that the said Sum of Fourteen thousand one hundred Pounds Stock, and the Dividends thereon, shall be transferred and paid to the Persons or Person so applying, or to any other Person or Persons whom they

or he may appoint in that Behalf; and on the like Application of the Persons or of a Majority of the Persons named in the Warrant or Order by which the Transfer of the said Sum of Eighteen thousand four hundred and sixty-one Pounds Ten Shillings and Ninepence Stock in manner aforesaid was directed to be made, or of the Survivors or Survivor of those Persons, or of the Executors or Administrators of the last Survivor, by Petition in a summary Way at any Time after the passing of this Act, and on the Production of such Certificate as aforesaid, the Court of Chancery in *England* may and shall order that the said Sum of Eighteen thousand four hundred and sixty-one Pounds Ten Shillings and Ninepence Stock, and the Dividends thereon, shall be transferred and paid to the Persons or Person so applying, or to any other Person or Persons whom they or he may appoint in that Behalf.

Certificate of Act passed.

26. On the Request in Writing of the Persons or Person by whom Application is to be made to the Court of Chancery as aforesaid for the Transfer of either of the said Sums of Stock, the Chairman of Committees of the House of Lords shall grant a Certificate of this Act having passed: Provided, that the granting of such Certificates, or any Mistake or Error therein or in relation thereto, shall not make the said Chairman liable in respect of any such Sum of Stock or the Dividends thereon.

Tolls, &c.

27. For the Purposes of the Tolls, Rates, and Charges to be taken thereon respectively, and for all other Purposes not by this Act otherwise specially provided for, the several Railways by this Act authorized shall be deemed Part of the *Rumney* Railway; and the *Brecon* Company may demand and take upon and in respect of the said several Railways the Tolls, Rates, and Charges by "The *Rumney* Railway Act, 1861," authorized.

Heads of Arrangement in Schedule to this Act confirmed.

28. The Heads of Arrangement between the *Rhymney* Railway Company and the *Brecon and Merthyr Junction* Railway Company, of which a Copy is set forth in the Schedule to this Act annexed, is by this Act confirmed and made binding on the Two Companies respectively, and full Effect may and shall be given thereto; and the Letters A, B, C, D, E, F, and G therein refer to those Letters on a Plan signed in Triplicate by *John Watlington Perry Watlington* Esquire, the Chairman of the Committee of the Honourable the House of Commons, to which this Act was referred in its Passage through that Honourable House, and One Part thereof is deposited in the Private Bill Office of that Honourable House, One other Part thereof being delivered to each of the Two Companies: Provided always, that the said Heads of Arrangement shall in no way prejudice or affect the Rights of the *Rhymney* Iron Company under the Heads of Agreement

ment between the *Rhymney* Railway Company and the *Rhymney* Iron Company, and which have been signed by Mr. *William Gascoigne Roy* on behalf of the first-mentioned Company, and by Messieurs *Bircham* and Company on behalf of the *Rhymney* Iron Company, Duplicate Copies of which Heads of Agreement have been signed by *John Watlington Perry Watlington* Esquire, the Chairman of the Committee of the House of Commons, to whom this Act in its Passage through Parliament was referred.

The Marquis of Bute's Trustees to afford Facilities to the Traffic of the Company at Bute East Dock and Tidal Harbour at Cardiff.

29. The Marquis of *Bute*'s Trustees, so far as they lawfully may or can, shall, for and in respect of the Traffic of the *Brecon* Company, at all Times afford to and for that Company all needful Facilities for forwarding such Traffic over the Railways and Sidings of or belonging to the said Trustees to the *Bute East* Dock and *Bute* Tidal Harbour at *Cardiff*, and at that Dock and Harbour, and shall at all Times and in all respects conduct, forward, carry on, and accommodate such Traffic on equal Terms with, and without Preference or Priority in favour of Traffic of the *Rhymney* Railway Company passing from or intended to pass to the *Rhymney* Railway; and in the event of Difference between the *Brecon* Company and the said Trustees as to the Enactment herein-before contained, or any Matter arising thereout or connected therewith, or as to the Payments, Rent, or other Consideration to be made or paid by the *Brecon* Company to the said Trustees for or in respect to such Facilities, the same shall from Time to Time be determined by an Arbitrator to be appointed on the Application of either Party by the Board of Trade, and the Costs of the Arbitration shall be in the Discretion of the Arbitrator, and his Decision shall be binding on all Parties.

Marquis of Bute's Trustees in certain Events not to oppose Application by Brecon Company for Power to construct a Railway to Cardiff.

30. Whereas a Bill is now pending in Parliament, the Short Title of which (should the same pass into a Law) is intended to be, and which Bill is herein-after referred to as, "The *Rhymney* Railway (*Cardiff and Caerphilly*) Act, 1864," for authorizing (amongst other things) the Construction by the *Rhymney* Railway Company of a Line of Railway in the said Bill called Railway No. 1, intended to commence in the Parish of *Saint John the Baptist*, *Cardiff*, in the County of *Glamorgan*, by a Junction with the *Bute Dock* Branch of the *Rhymney* Railway, and to terminate in the Parish of *Eglwysilan* by a Junction with the Main Line of the *Rhymney* Railway: And whereas, upon the Faith of the Construction of the last-mentioned Railway, and at the Request of the *Rhymney* Railway Company and of the Marquis of *Bute*'s Trustees, the *Brecon* Company have abstained from further prosecuting certain Portions of a Bill for which Application was made by them to Parliament in the present Session, for Power to make a Line of Railway which would have afforded to the *Brecon* Company Access to the *Rhymney* Railway at

or

or near *Cardiff*: Therefore, if the said Railway No. 1 intended to be authorized by "The *Rhymney* Railway (*Cardiff* and *Caerphilly*) Act, 1864," shall not be completed before the First Day of *August* One thousand eight hundred and sixty-nine, the Marquis of *Bute*'s Trustees shall not at any Time thereafter oppose, either directly or indirectly, the passing of an Act for authorizing the *Brecon* Company to extend their Railways to or near to *Cardiff*.

Provision for Use of Railways of other Companies.

31. The *Brecon* Company, and all Companies and Persons lawfully working the Railways or any Part of the Railways of the *Brecon* Company, may run over, work, and use, with their Engines and Carriages, Officers and Servants, and for the Purposes of Traffic of every Description, so much of the Lines of Railway of the *Great Western* Railway Company as lies to the Westward or North-westward of the Railway sixthly authorized by "The *West Midland* Railway (Additional Works) Act, 1862;" and all Stations thereon, and also all Junctions, Sidings, Platforms, Booking and other Offices, Warehouses, Watering Places and Supplies of Water, Approaches, Turntables, Works, and Conveniences of the *Great Western* Railway Company necessary for such Traffic in, upon, or connected with the said Lines of Railway and Stations; and as regards Traffic conveyed by them, the *Brecon* Company may demand and take the same Tolls and Charges upon and in respect of the said Lines of Railway and Stations as if such Lines of Railway and Stations were Part of the *Rumney* Railway.

Terms of such User.

32. The Terms on which such Running Powers shall be exercised, and the Conditions and Regulations to be observed and fulfilled by the *Brecon* Company in respect of the Use of such Portion or Portions of Railways and Stations, shall be such as are from Time to Time agreed upon between the *Brecon* Company and the *Great Western* Railway Company, or, failing such Agreement, as may from Time to Time be determined by an Arbitrator to be appointed by the Board of Trade on the Application of either of the Companies; and the Cost of the Arbitration shall be in his Discretion, and the Decisions of such Arbitrator shall be final and binding on both Parties.

Saving certain Rights of Taff Vale Railway Company.

33. Nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights of the *Taff Vale* Railway Company under the Heads of Arrangement contained in Schedule B. to "The *Great Western* Railway (*South Wales*) Amalgamation Act, 1863."

Power to enter into Traffic Arrangements with other Companies.

34. The *Brecon* Company, and any Companies or Persons lawfully working the Railways or any Part of the Railways of the *Brecon* Company on the one Side, and the *Great Western* Railway Company,

pany, the *Monmouthshire* Railway and Canal Company, and the *Sirhowy* Railway Company, (herein-after called "the Three Companies,") or any or either of them, on the other Side, may from Time to Time enter into and carry into effect, rescind or modify, Contracts with respect to the following Purposes, or any of them, and all incidental Matters; (that is to say,)

The Maintenance and Repair, Management, Use, and Working by the *Brecon* Company of all or any, or any Part of the Railways of the Three Companies, or any or either of them, and of the Works and Conveniences belonging thereto:

The Management, Collection, Conveyance, and Delivery by the *Brecon* Company of the whole or any Part of the Traffic upon the Railways, or any of them, of the Three Companies, or any or either of them, and the Supply of any Rolling or Working Stock required for such Purposes, and the Costs and Expenses of such Working, Management, Maintenance, and Repairs, and the Employment, Payment, and Dismissal of Officers and Servants:

The Interchange and Transmission of Traffic by and between the contracting Companies and Persons:

The fixing, Collection, taking, and levying of the Tolls, Rates, and Charges upon, and the Division between the contracting Companies and Persons of the Receipts arising from the Traffic upon the Railways of the contracting Companies, or any of them, or any Part thereof, and from any Terminal Charges which the respective Companies or Persons may from Time to Time be authorized by Law to take, subject to any Deductions to be made therefrom, or any Rent, Payment, Allowance, or other Consideration to be paid by either of the contracting Companies or Persons to the other of them by virtue of the Contract:

And any such Contract may be made for the same Period of Time with reference to all the Purposes of the Contract, or for different Periods with reference to different Purposes.

Tolls for short Distances during Contracts.

35. Where under any such Contract any Passengers, Animals, or Things are conveyed by the *Brecon* Company partly on the Railway of the Company and partly on the Railways, or any, or any Part of the Railways, of either of the Three Companies, for a Distance less in the whole than Four Miles, the *Brecon* Company may demand and take Tolls, Fares, Rates, and Charges not exceeding the maximum Tolls, Fares, Rates, and Charges as for Four Miles; and for each Mile or Fraction of a Mile beyond Four Miles, as for One Mile in the Case of Passengers; and for each Fraction of a Mile beyond Four Miles, as for the Number of Quarters of a Mile in that Fraction (a Fraction of a Quarter of a Mile

Mile being for this Purpose deemed a Quarter of a Mile) in the Case of Animals and Goods; and no other Short-distance Charge shall be made for the Conveyance by the *Brecon* Company, under any such Contract, of Passengers, Animals, or Things partly on the Railway of the Company and partly on the Railways, or any, or any Part of the Railways, of either of the Three Companies.

Facilitating Transmission of Traffic over certain Lines.

36. In order to facilitate the Transmission of Traffic passing or intended to pass over the Railways of the *Brecon* Company, or any Part thereof, to or from the Railways or any Part of the Railways of the *Great Western* Railway Company, and *vice versâ*, and to provide against any undue Interruption or Delay in the Passage of such Traffic to its Destination, and for a proper and mutual Interchange of Rolling Stock for the Accommodation of such Traffic, and to regulate their respective Rights with regard to such Traffic, the *Brecon* Company and the *Great Western* Railway Company, and each of them, shall (upon and from the Expiration of One Month after Notice in Writing to put this Clause into Operation shall have been given by either of the said Companies to the other of them,) be bound by, and shall fulfil, observe, and conform to, the following Stipulations and Provisions; *videlicet*,

First, the Companies shall, upon such Notice being given, book and invoice through over their respective Railways all such Traffic as aforesaid:

Second, such Traffic shall be carried on without Change of Carriage, Waggon, or Truck, except in Cases in which, from the small Amount of Traffic to be forwarded, such Change is reasonable, and except in Cases where the Traffic Managers of the Two Companies may otherwise agree:

Third, each Company shall, for and in respect of all such Traffic and for all Purposes of this Clause, at all Times afford to and for the other Company and the Public all needful Accommodations, Facilities, and Conveniences at, on, and over their respective Railways and the Stations thereon, by their respective Trains, and by Through Booking, Through Rates, Through Waggons, Trucks, and Carriages, and by mutual Interchange of Rolling Stock, and shall at all Times and in all respects conduct, forward, carry on, and accommodate all such Traffic as aforesaid on equal Terms with and as if it were their own proper Traffic, and without Preference in favour of their own Lines:

Fourth, the Rates and Charges for such Traffic shall be divided by actual Mileage (after deducting Government Duty and such Terminal Charges on Goods and Passengers as may be agreed upon between the said Companies, or as may, in default of Agreement, be determined by Arbitration as herein-after provided), and out of such Rates and Charges each Company shall receive

receive their full Mileage Proportion of the whole Distance which the Traffic passing over their Railway shall have actually traversed, and the Companies shall monthly account with each other on this Basis:

Fifth, the Rates and Charges for all such Traffic as aforesaid shall, unless previously agreed upon between the Companies, be determined by Arbitration as herein-after provided, and whether the Scales of those Rates and Charges from Time to Time in force shall have been fixed by Agreement or by Arbitration, either of the Companies may, at Intervals of not less than Six Months, by Notice in Writing to the other of such Companies, require the same to be revised; and if for One Month thereafter a revised Scale is not agreed upon between them, the Question of such Revision, and (if such Revision be determined upon) the revised Scale to be adopted, shall be settled by Arbitration:

Sixth, the Terms on which the Interchange of Rolling Stock between the Companies shall be made shall be those adopted by the Railway Clearing House.

Power to Company to create new Shares.

37. The *Brecon* Company may from Time to Time (in addition to the Sums of Money which they are from Time to Time by any other Acts authorized to raise) raise for the Purposes of the separate Undertaking, and by the Creation and Issue of new Shares in that Undertaking, any Sums not exceeding in the whole Two hundred thousand Pounds, and may create and issue the new Shares either as Ordinary or as Preference Shares in that Undertaking.

Holders of new Shares not to be entitled to share in Profits of general Undertaking.

38. The Holders of such new Shares shall not in respect thereof have or be entitled to any Interest or Dividend out of the Profits of the general Undertaking; and in construing in connexion with this Act the Provisions herewith incorporated of "The Companies Clauses Act, 1863," the Word "Profits" shall be deemed to mean the Profits of the separate Undertaking only; and the Expressions "Ordinary Shares" and "Ordinary Stock," or any similar Expression, shall be deemed to mean Ordinary Shares and Ordinary Stock, as the Case may be, in the separate Undertaking.

Profits to be Profits of separate Undertaking.

39. The Profits of the Railways by this Act authorized shall be and be deemed Profits of the separate Undertaking, and shall be applicable accordingly, and the Holders of Shares in the general Undertaking shall not in respect thereof have or be entitled to any Interest or Dividend out of those Profits.

Qualifications of new Shareholders.

40. Subject to the other Provisions of this Act, all Shares and Stock in the separate Undertaking created under the Powers of this Act

Act shall, in proportion to the aggregate nominal Value of such Stock or Shares held by the same Person at the same Time, confer the like Qualifications and Right of voting as Extension Shares created under the Powers of the Act of 1862.

Limit of Amount and Number of Calls.

41. The Amount of any One Call to be made upon the Proprietors of any Shares in the separate Undertaking created under the Powers of this Act shall not exceed the Rate of Twenty *per Centum* on the Amount of such Shares, and there shall be an Interval of Two Calendar Months at least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year: Provided always, that no Share shall be issued by the Company, or shall vest in the Person accepting the same, until not less than Twenty *per Centum* on the nominal Amount thereof shall have been paid thereon.

Power to borrow on Mortgage.

42. For the Purposes of this Act the *Brecon* Company may from Time to Time, with the Authority of any General Meeting, borrow (in addition to the other Sums which they are from Time to Time by any other Act authorized to borrow) any Sums not exceeding in the whole Sixty-six thousand six hundred Pounds on Mortgage of the separate Undertaking, and of the Tolls, Rates, and Charges arising therefrom; but the *Brecon* Company shall not borrow any Money under the Powers of this Act until the whole of the additional Share Capital by this Act authorized is subscribed for or taken *bonâ fide*, and One Half thereof is paid up, and the *Brecon* 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 Shares for the whole of that additional Capital have been issued and accepted *bonâ fide*, and that not less than Twenty *per Centum* has been paid up on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were taken *bonâ fide*, and are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Facts the Certificate of the Justice under that Section shall be sufficient Evidence).

Priority of existing Mortgages.

43. All Mortgages granted by the *Brecon* Company before the passing of this Act, and which are in force at the Time of the passing of this Act, shall, during their Continuance and as regards the Undertaking or Portion of Undertaking thereby assigned, have Priority over all Mortgages granted by virtue of this Act, and attaching on the same Undertaking or Portion of Undertaking.

Rights of Mortgagees.

44. Any Mortgage made by the *Brecon* Company under the Powers of this Act shall not be a Charge upon or confer any Right or

or Remedy against the general Undertaking of the *Brecon* Company, or the Tolls, Rates, or Charges arising thereon.

Application of Monies raised under this Act.

45. All Monies which the *Brecon* Company are by this Act authorized to raise by Shares or Mortgages shall be applied only to the Purposes by this Act authorized.

Extending Traffic Arrangements with Individuals to Extensions.

46. The Sections of the Act of 1860 numbered respectively 30, 31, and 32 (being the Sections relative to Contracts or Arrangements between the *Brecon* Company and *David Davies* and *Thomas Savin*, their Executors, Administrators, or Assigns, with respect to the Maintenance, Repair, and Management of the Railways and Works by that Act and the original Act authorized, and the Working and Management of the Traffic thereon, and any incidental Matters, and under which the Undertaking of the *Brecon* Company, so far as the same is complete, is now being maintained, worked, and managed by *Thomas Savin* and *John Ward* as the Assigns of the said *David Davies* and *Thomas Savin*), shall extend and apply to the Railways and Works by this Act authorized, or any Part thereof, and to the Assigns of the said *David Davies* and *Thomas Savin*, with reference thereto: Provided always, that it shall not be lawful for the *Brecon* Company to make any such Contract or Arrangement for a longer Period than may at the Time of the making thereof be unexpired of any Contract or Arrangement as aforesaid entered into under the Act of 1860.

No Interest or Dividend to be paid on Calls paid up.

47. The *Brecon* Company shall not, out of any Money by any Act relating to them authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be created: Provided always, that the *Brecon* Company may pay to any such Shareholder such Interest on Money advanced by him beyond the Amount of 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.

48. The *Brecon* Company shall not, out of any Money by any Act relating to them authorized to be raised for the Purpose of such Act, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect to any Application to Parliament for the Purpose of obtaining an Act authorizing them to construct any Railway, or to execute any other Work or Undertaking.

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

49. Nothing in this Act shall exempt the Railways by this or the recited Acts authorized, or the *Brecon* Company, or any other Company, from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, nor from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Tolls for small Parcels, authorized by this or the said recited Acts.

Expenses of Act.

50. The Costs, Charges, and Expenses of and attending the passing of this Act, or incidental thereto, shall be paid by the *Brecon* Company.

The SCHEDULE referred to in the foregoing Act.

HEADS OF ARRANGEMENT.

1. The Rhymney Company to construct the Eastern Curve from A to B, utilizing in such Construction such Portion as is practicable of the authorized Line of the Brecon and Merthyr Company between C and B. Mr. Thomas Eliott Harrison to decide, in case of Difference, upon the precise Line and Levels to be constructed. Brecon Company to have Running Powers from A to B, retaining Power to construct Sidings and Works, with proper Access to them and the adjacent Railways.

The Western Curve between D and E to be constructed by the Brecon Company, the Rhymney Company having Running Powers over it, with Power to construct Sidings and Works, with proper Access to them and to the adjacent Railways.

2. The Pontlottyn Junction between F and G may be constructed by the Brecon Company, who are then to have Running Powers over the Rhymney Company's Line from G to A for Through Traffic, with Use of Rhymney Company's Station.

3. Railway No. 4 in Rhymney Company's Extensions Bill to be withdrawn therefrom.

4. Rhymney Company not to oppose Brecon Company's Caerphilly Junction Railway No. 7 in Bill No. 3, nor the Construction of a Railway from the Rumney Railway to a Junction with the Rhymney Railway near Energlyn Colliery, and after its Completion the Brecon Company to have Running Powers for Through Traffic between that Junction and their Caerphilly Branch.

5. The Brecon Company to withdraw their Bill No. 2, the Rhymney Company giving them Running Powers for Through Traffic from the Terminus of their Caerphilly Branch to their Passenger and Goods Station at Adam Street,

Street, Cardiff, including the Use of the same or any other Station they may make at Cardiff in lieu thereof North of the South Wales Railway, but those Powers are not to be used for local Traffic, nor for any Traffic arising at or destined for Rhymney Town and Works, or any Point in the Rhymney Valley, or its tributary Valleys Westward of the Rumney River and the Line of the Cardiff and Caerphilly Railway.

6. The Rhymney Company to afford the Brecon and Merthyr Company's Mineral Traffic equal Facilities in all respects at Cardiff as they afford their own Mineral Traffic short of Running Powers over the Lines South of Adam Street.

7. The authorized Junction between the Brecon and Merthyr Line near Pont-Aber-Bargoed to be abandoned. A substituted Junction to be made South of Bargoed Station according to a Plan to be arranged between the Two Companies, or, failing Agreement, by Mr. Thomas Eliott Harrison on behalf of both Parties. The Rhymney Company to give the Brecon Company Running Powers between the abandoned and substituted Points of Junction, including Use of the Bargoed Station; but such Powers shall not be used to carry Newport, Cardiff, or any other Traffic arising upon or destined for any Point on the Rhymney Company's Main Line.

8. The Foch Rhiw Works of the Dowlais Iron Company mentioned in Section 11 of "The Rumney and Brecon and Merthyr Act, 1863," shall include the several Collieries of the Dowlais Company in the Vicinity of the Dowlais Big Pond, at the Point marked H.

9. In the event of the proposed Cardiff and Caerphilly Railway of the Rhymney Company not being completed within Five Years from the passing of the Act, the Rhymney Company are not to offer any Opposition to the Brecon and Merthyr obtaining Powers to construct a Line from Caerphilly to Cardiff.

10. The Rhymney Company to give the Brecon Company Running Powers over their Line between the Terminus of the Rhymney Company's Caerphilly Branch and the Walnut Tree Junction; but such Running Powers are not to be used for New Tredegar Traffic to or from Penarth, nor for any Traffic arising at or destined for Rhymney Town and Works, or any Point in the Rhymney Valley, or its tributary Valleys Westward of the Rumney River, and the Line of the Cardiff and Caerphilly Railway, nor for any Cardiff Traffic whatever, after the Cardiff and Caerphilly Railway is opened.

11. After the opening of the Caerphilly and Cardiff Line the Receipts arising upon Traffic carried between the New Tredegar Works and Cardiff shall, as between New Tredegar and Caerphilly, be divided in equal Proportions between the Two Companies, after the Deduction of Thirty per Centum for Working Expenses; the Mileage Proportion between Caerphilly and Cardiff to belong exclusively to the Rhymney Company, the Brecon Company being allowed Working Expenses on the Portion carried by them.

12. The Running Powers herein granted by One Company to the other shall include the Use of Sidings, Watering Places, and Supply of Water when required; and the Use of Stations shall include all proper Office, Warehouse, Siding, and other Accommodation, including Standing Room for Engines, with full and proper Access thereto, necessary for conducting the Traffic, and Power to appoint Booking and Invoice Clerks.

13. The Terms and Conditions on which the Companies are to use such Running Powers, and Station, Sidings, &c., shall be agreed upon, or, failing Agreement, to be settled by Arbitration.

14. A formal

14. A formal Agreement, with all requisite Details, to carry out these Heads of Arrangement, to be entered into without Delay, and to be settled, in case of Difference, by Mr. John Bullar and Mr. Thomas Eliott Harrison, with liberty to them to consult Mr. Cawkwell; and such Agreement shall contain an Arbitration Clause, providing in the amplest Terms for the carrying out thereof.

15. After the 1st Day of July 1865, and until Clause 11 comes into operation, the Traffic between New Tredegar Works and Cardiff shall be divided between the Companies by the Walnut Tree Bridge Route, each Company being credited with One Half of their Mileage Proportion of Receipts, after Deduction of Working Expenses, as provided in Clause 11.

Model Settlements of this, and also of Clause No. 11, to be at once made by Mr. Cawkwell, and attached to this Agreement.

16. Until the 1st Day of July 1865 the Brecon Company are not to use the Running Powers mentioned in Clause 10 for New Tredegar Traffic.

17. Except as herein mentioned, neither Company shall, either directly nor indirectly, seek any new Line from one Side of the Valley to the other, to take away the Traffic of either Company.

(Signed) JOHN BOYLE,
For the Rhymney Railway Company.
J. W. JOHNS,
For the Brecon and Merthyr Railway Company.

Witnesses to the Signatures of John Boyle
and Jasper Wilson Johns,
W. GASCOIGNE ROY,
28, Great George Street,
Solicitor to the Rhymney Railway Company.
J. R. COBB,
Brecon,
Solicitor to the Brecon and Merthyr Tydfil
Railway Company.

4th June 1864.

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