ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. clxxxvi.

An Act to authorize the Construction of a Railway from *Carnarvon* to *Llanberis* in the County of *Carnarvon*. [14th *July* 1864.]

WHEREAS the Railways herein-after described would be of great public and local Advantage, and the Persons named in this Act, with others, are willing at their own Expense to construct the same, and it is expedient that they should be incorporated for that Purpose: And whereas Plans and Sections showing the Lines and Levels of the Railways, and also a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Land required or which may be taken for the Purposes thereof, have been deposited with the Clerk of the Peace for the County of *Carnarvon:* And whereas it is expedient that the Powers herein-after contained should be granted to the *London and North-western* Railway Company and the *Carnarvonshire* Railway Company with respect to the Undertaking hereby authorized: 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,)

Short Title.

1. This Act may be cited for any Purpose as the "*Carnarvon and Llanberis* Railway Act, 1864."

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I. of "The Companies Clauses Act, 1863," and (so far as applicable) Parts I. and III. of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act.

Same Meanings to Words, &c. in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or other like Expression in this Act or any Act incorporated herewith, 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.

Subscribers incorporated.

4. *Alexander Beattie*, *Wallace William Cragg*, *George James Eady*, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways and Works hereby authorized; and such Company shall be incorporated by the Name of the "*Carnarvon and Llanberis* Railway Company" (in this Act called "the 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 incorporated Acts contained.

Capital.

5. The Capital of the Company shall be One hundred and ten thousand Pounds divided into Eleven thousand Shares of Ten Pounds each.

Shares not to issue until One Fifth Part paid up.

6. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

7. Two

Calls.

7. Two Pounds *per* Share shall be the greatest Amount of a Call, and Two Months at the least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share.

Interest not to be paid on Calls paid up.

8. The Company shall not, 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, pay Interest or Dividends 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 raised: Provided always, that the Company may pay to any 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 Capital.

9. The Company shall not, out of any Money by this Act authorized to be raised for the Purposes of this 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 of any Application to Parliament for the Purpose of obtaining an Act to authorize the Company to construct any Railway, or to execute any other Work or Undertaking.

Power to borrow on Mortgage.

10. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the aggregate Thirty-six thousand six hundred Pounds, but no Part thereof shall be borrowed until the whole of the said Capital of One hundred and ten thousand Pounds shall have been subscribed for or taken *bonâ fide*, and One Half thereof is 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 all the Capital which the Company are by this Act authorized to raise by the Creation of Shares has been subscribed for or taken *bonâ fide*, and that every Share is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, and that all the Shares have been issued and Twenty *per Centum* at least paid up on each separate Share (of which Proofs having been given the Certificate of the Justice under that Section shall be sufficient Evidence).

Arrears may be enforced by Appointment of a Receiver.

11. The Mortgagees of the Company may enforce Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and the Amount necessary to authorize the

the Appointment of a Receiver shall not be less than Three thousand Pounds in the whole.

Application of Monies raised under Act.

12. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied only for Purposes authorized by this Act.

First and other Meetings.

13. The First Ordinary Meeting of the Company shall be held within Nine Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

Number of Directors.

14. The Number of Directors shall be Five: Provided always, that the Company from Time to Time may reduce the Number of Directors to any Number not being less than Three.

Qualification of Directors.

15. The Qualification of a Director shall be the Possession in his own Right of Twenty-five Shares in the Undertaking.

First Directors.

16. *Thomas Turner*, *Alexander Beattie*, *Wallace William Cragg*, *George James Eady*, and *Samuel Lipscombe Seckham* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by proxy, may continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible to be elected as Members of such new Body.

Subsequent Election of Directors.

17. At the First Ordinary Meeting of the Company to be held 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 in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

Quorum of Directors.

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

Power to construct Works ac-

19. Subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated herewith, the Company may make and maintain

maintain the Railways and Works in the Lines, Situation, and Levels delineated on the Plans and Sections deposited as aforesaid, together with all proper Stations, Sidings, Approaches, Works, and Conveniences connected therewith; (that is to say,) according to deposited Plans, and to acquire Lands.

(1.) A Railway commencing in the Parish of *Llanbeblig* in the County of *Carnarvon* by a Junction with the authorized *Carnarvonshire* Railway, about Four hundred Yards Northward of the *Coed Helen* Mansion, and terminating in a Meadow situated between the Turnpike Road leading from *Carnarvon* to *Capel curig* and the South End of the Lake called *Llyn Padarn* in the Parish of *Llanberis*, in the same County:

(2.) A Railway (all in the said Parish of *Llanbeblig*) commencing by a Junction with the Railway immediately before described near the *Carnarvon* Gasworks, thence forming a Junction with the *Nantlle* Railway near the Shipbuilding Yard of *Thomas Williams*, and terminating upon the Quays of the Harbour of *Carnarvon*:

And the Company may enter upon, take, and use such of the Lands delineated on the Plans and described in the Book of Reference deposited as aforesaid as may be required by them for any of the Purposes of this Act, or they may by Agreement purchase and use any Rights, Easements, or Privileges in or affecting those Lands, or any of them, without taking any other Estate or Interest therein.

20. For the Protection of the Rights and Interests of the Trustees of the Harbour of *Carnarvon* (herein-after called the Trustees), the following Provisions shall take effect, notwithstanding anything herein-before contained; namely, For Protection of the Carnarvon Harbour Trustees.

(1.) The Company shall not make the Railway No. 2. further than to the Point marked as the Fourth Furlong on the Slate Quay in the Town of *Carnarvon* on the said deposited Plans, without the previous Consent of the Trustees signified in Writing, signed by the Chairman of the Trustees for the Time being, at a Monthly Meeting of the Trustees, and then only so much further as may from Time to Time be allowed by any such Consent:

(2.) Railway (No. 2.) shall be constructed and always maintained between the Points marked as the Third and the Fourth Furlong respectively on the said Plans, with a single Line of Rails only:

(3.) For the Purposes of Railway No. 2. the Company shall not at any Time alter in any Manner the present Surface Level of the Ground on which the Rails are to be laid in any Part of the Course of the Railway, without the like Consent as aforesaid:

(4.) The Rails of Railway No. 2. shall not be in any Manner fenced or divided off from the open Quay or Roadway on either Side without the like Consent:

(5.) The Company shall not in any Manner cause or allow any Obstruction, further than may be unavoidable under the Circumstances, to the ordinary Traffic passing along or across the Quay or Roadway in any Direction, and particularly the Company shall not keep or allow to be kept any Train, Engine, Tender, Carriage, or Waggon on any Part of Railway No. 2. longer than for such Time as may be necessary or reasonably proper for the working of the Traffic on the Railway; and if the Company act in any Manner in contravention of this Provision they shall for every such Offence be liable to a Penalty not exceeding Ten Pounds:

(6.) The Company shall not cause or allow any Train, Engine, Tender, Carriage, or Waggon to travel on Railway No. 2. at a greater Speed at any Time than the Rate of Four Miles an Hour; and if the Company act in any Manner in contravention of this Provision they shall for every such Offence be liable to a Penalty not exceeding Ten Pounds:

(7.) For the Purposes of Railway (No. 2.) the Company shall have, without any Payment or Compensation for the same, an Easement along and over any Quay or Roadway belonging to the Trustees to the Extent requisite for the Railway, but not to a greater Extent than along and over the Portion of such Quay or Roadway on which the Rails will be laid, with a Space on either Side comprising a total Width of Thirteen Feet; and the Company shall not be deemed to acquire any Right of Property in the Surface or Soil of such Quay or Roadway, or any Right therein, other than that of User only:

(8.) The Company shall not have Power to purchase or take any Part of the Lands of the Trustees otherwise than by Agreement, or to use any Part of the Lands of the Trustees except such Quay or Roadway to the Extent aforesaid otherwise than by Agreement:

(9.) The Tolls and Charges from Time to Time actually taken by the Company in respect of the Traffic on Railway No. 2. shall not exceed the Tolls and Charges taken by the Company at the same Time in respect of the Traffic on the Railway No. 1. upon or for the same Matters or Things under the like Circumstances:

(10.) The Company shall at all Times, if and as the Trustees by Writing under the Hand of the Chairman of the Trustees for the Time being require, afford all requisite Facilities to Traffic coming or desired to be brought over Railway No. 2. from any other Railway, on such Terms as may be agreed on between

between the Parties, or as in case of Difference may be determined by Arbitration:

(11.) The Company, if required in manner aforesaid by the Trustees, shall allow to any other Company and to any Person or Corporation lawfully using any Railway which may hereafter join Railway No. 2. with their respective Engines, Carriages, Officers, and Servants, and for the Purposes of Traffic of every Description, full and free Right and Liberty of running over, working, using, and levying Tolls upon Railway No. 2. and of using the Stations, Approaches, Sidings, Booking Offices, Watering Places, Works, and Conveniences connected with Railway No. 2. on such Terms and subject to such Conditions and Regulations as may be agreed on between the Parties, or as in case of Difference may be determined by Arbitration:

(12.) The Company shall not at any Time, without the previous Consent of the Trustees, signified in Writing signed by the Chairman of the Trustees for the Time being at a Monthly Meeting of the Trustees, embank or in any Manner reclaim any Part exceeding in Width One hundred Feet of the Foreshore of the Harbour, so far as the Tide flows up the same, but nothing herein shall authorize the Company to contract to any Extent whatever the Entrance of the Harbour between the Eagle Tower and the Ferry House on the opposite Side of the Harbour, without such previous Consent as last aforesaid:

(13.) If in the Construction of any Part of the Company's Works authorized by this Act any Part of the said Foreshore is reclaimed, then (as between the Trustees and the Company) one Moiety of the Land so reclaimed, namely the outer Moiety or that which lies nearer the Harbour, shall vest in and be the absolute Property of the Trustees, and the other Moiety thereof shall vest in and be the absolute Property of the Company, and the same shall be partitioned or otherwise dealt with in such Manner as may be agreed on between the Company and the Trustees, or as in case of Difference may be determined by Arbitration.

(14.) Where by the present Section any Matter in difference is required to be determined by Arbitration, or if any Dispute or Question arises between the Company and the Trustees respecting the Construction of the present Section or respecting any Matter in anywise arising out of the present Section, or out of or in relation to anything for which the present Section provides or is intended to provide, then and in every such Case such Matter, Dispute, or Question shall be determined by an Arbitrator appointed by the Board of Trade, whose Decision shall

shall be final, and the Costs of the Arbitration shall be paid as the Arbitrator may direct; and if the Company or the Trustees, or any such other Company, or any such Persons or Corporation as aforesaid, refuse or neglect to abide by and carry into effect on their Part any Decision of the Arbitrator, they shall for every such Offence be liable to a Penalty not exceeding Fifty Pounds, and to a further Penalty of Twenty Pounds for every Day during which such Refusal or Neglect continues after the First Penalty is incurred, and every such Penalty shall be applied in such Manner as the Arbitrator may determine.

Provision as to Tramways at Carnarvon Harbour.

21. The Company and the *Nantle* Railway Company on the one hand, and the Trustees of *Carnarvon* Harbour on the other hand, may make and carry into effect Agreements with reference to the laying down and maintaining by the Trustees and the Working and Use by the Company and the *Nantle* Railway Company of a Tramway or Railway from the Termination of Railway No. 2. up to the existing *Carnarvon* Station.

Lands for extraordinary Purposes.

22. The Quantity of Land near or adjoining the Railways which the Company may purchase by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed One Acre.

Limiting Period for compulsory Purchase of Lands.

23. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Limiting Period for Completion of Railways.

24. The Railways shall be completed within Five Years from the passing of this Act, and upon the Expiration of that Period the Powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much of them as shall then be completed.

Security for Completion of Railways within Time limited.

25. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Eight thousand Pounds, being Eight *per Centum* upon One hundred thousand Pounds, the estimated Expense of the Railways authorized by this Act, has been deposited in 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 so deposited as aforesaid, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid to or on the Application of the Person or Persons or the Majority of the Persons, named in the Warrant

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 Completion of the Railways hereby authorized to be made either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid 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 shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum if the Company shall not within the Time limited for the Completion of the Railways either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that they 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 such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then the said Sum so deposited as aforesaid, and the Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum so deposited as aforesaid, and the Dividends thereof, would have been dealt with under this Act if such Bond had not been deposited and executed as aforesaid; and the

Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

26. The Company from Time to Time may demand and take in respect of the Use of the Railways any Tolls not exceeding the following; (that is to say,)

Tonnage of Goods.

In respect of the Tonnage of Articles and Goods conveyed on the Railways:

Class 1. For all Coals, Coke, Culm, Charcoal, and Cinders, all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repairs of Roads or Highways, One Penny a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional Halfpenny a Ton a Mile:

Class 2. For all Stones for building, pitching, and paving, Lime and Limestone, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, 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, One Penny Halfpenny a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional Halfpenny a Ton a Mile:

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, Twopence a Ton a Mile; and if conveyed in Carriages belonging to the Company an additional Penny a Ton a Mile:

Class 4. For all Cotton and other Wools, Fish, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, Threepence a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional Penny a Ton a Mile:

Class 5. For every Carriage of whatever Description, not being a Carriage adapted or used for travelling on a Railway, Fourpence a Ton a Mile; and if conveyed on a Truck or Platform belonging to the Company an additional Twopence a Ton a Mile, and an additional Penny a Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which the Carriage weighs.

Tolls for Animals.

In respect of Animals conveyed in Carriages upon the Railways, as follows:

Class 6. For every Horse, Mule, Ass, or other Beast of Draught or Burden, Threepence a Mile; and if conveyed in any Carriage belonging to the Company an additional Penny a Mile:

Class

Class 7. For every Ox, Cow, Bull, or Neat Cattle, Twopence a Mile; and if conveyed in any Carriage belonging to the Company an additional Penny a Mile:

Class 8. For every Calf, Pig, Sheep, Lamb, or other small Animal, One Penny a Mile; and if conveyed in a Carriage belonging to the Company an additional Halfpenny a Mile.

Tolls for Passengers.

In respect of Passengers conveyed on the Railways, as follows:

For every Person, Twopence a Mile; and if conveyed in any Carriage belonging to the Company an additional Penny a Mile.

Toll for propelling Power.

27. The Toll which the Company may demand for the Use of Engines or other Power for propelling Carriages on the Railways shall not exceed One Penny *per* Mile for each Passenger, or for each Ton of Goods or other Articles conveyed on the Railways, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations as to Tolls.

28. The following Provisions and Regulations apply to the fixing of all the Tolls; (that is to say,)

For Persons, Animals, or Things conveyed on the Railways for a less Distance than Three Miles the Company may demand and take Tolls as for Three Miles:

For a Fraction of a Mile beyond Three or any greater Number of Miles, the Company may demand and take Tolls as for One Mile for Passengers, and as for the Number of Quarters of a Mile contained in such Fraction for Animals, Minerals, and Goods; and if there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile:

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

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

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

Tolls for small Parcels and single Articles of

29. With respect to small Packages not exceeding Five hundred Pounds in Weight and single Articles of great Weight, notwithstanding the Rates prescribed by this Act, the Company may demand

great Weight.

demand and take any Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railways as follows:

For any Parcel not exceeding Seven Pounds in Weight, Threepence;

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Fivepence;

For any Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, Sevenpence;

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Ninepence;

And for any Parcel exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight the Company may demand any Sum they think fit:

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

For the Carriage of single Articles of great Weight:

For the Carriage of any single Article the Weight of which including the Carriage exceeds Four Tons but does not exceed Eight Tons, the Company may demand any Sum not exceeding Sixpence a Ton a Mile:

For the Carriage of any single Article the Weight of which including the Carriage exceeds Eight Tons, the Company may demand and take any Sum they think fit.

Passengers Luggage.

30. Every Passenger travelling upon the Railways 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.

Maximum Rates for Passengers.

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

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

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

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

32. The

Maximum Rates for Goods.

32. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Goods on the Railways, including the Tolls for the Use of the Railways and for Waggons or Trucks and for locomotive Power, and for every other Expense incidental to such Conveyance, (except a reasonable Sum for loading, covering, and unloading 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 the following Sums; (that is to say,)

For Goods in Class 1, One Penny Halfpenny a Ton a Mile:
For Goods in Class 2, Twopence a Ton a Mile:
For Goods in Class 3, Threepence a Ton a Mile:
For Goods in Class 4, Fourpence a Ton a Mile:
For a Carriage in Class 5 not weighing more than One Ton, Sixpence a Mile, and if weighing more than One Ton, an additional One Penny Halfpenny a Mile for every Quarter of a Ton or fractional Part of a Quarter of a Ton above One Ton:
For Animals in Class 6, Fourpence a Head a Mile:
For Animals in Class 7, Threepence a Head a Mile:
For Animals in Class 8, Twopence a Head a Mile.

Terminal Station.

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

Restrictions as to Charges not applicable to Special Trains.

34. The Restrictions with respect to the Charges to be made for Passengers shall not extend to any Special Train required to run upon the Railways, but apply only to the Express and Ordinary Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the Railways.

Company may take increased Charges by way of Agreement.

35. This Act or anything therein contained shall not prevent the Company from taking any increased Charges over and above the Charges by this Act limited for the Conveyance of Animals or Things of any Description, by Agreement with the Owners or Persons in Charge thereof, or in respect of the Conveyance thereof, except small Parcels by Passenger Trains, or by reason of any special Service performed by the Company in relation thereto.

Terms upon which Company to use Part of Carnarvonshire Railway, and upon which Joint

36. The Terms and Conditions upon which the Company shall use that Portion of the *Carnarvonshire* Railway which will be situate between the Point of Junction with that Railway of Railway No. 1. and the existing Station at *Carnarvon*, and the Terms and Conditions upon which a Joint Station for the Two Companies at *Carnarvon* is to

Station to be provided at Carnarvon.

to be provided, and the other Arrangements with reference to such Joint Station, shall, if not agreed upon between the Company and the *Carnarvonshire* Railway Company, be from Time to Time settled and determined by a Referee to be agreed upon between the Two Companies, or failing that, by an Arbitrator to be from Time to Time appointed on the Application of either Company by the Board of Trade, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct.

Passengers not to be booked to or from any other Station at Carnarvon.

37. When and so soon as a Station at *Carnarvon* shall have been made and opened by the *Carnarvonshire* Railway Company, or, as the Case may be, from and after the Completion and opening of any such Joint Station, the Company shall not book Passengers to or from any other Station on their Railway within a Mile of *Carnarvon* Castle.

As to Traffic Arrangements with the London and North-western and Carnarvonshire Railway Companies.

38. The Company on the one hand, and the *London and North-western* Railway Company and the *Carnarvonshire* Railway Company, or either of them, on the other hand, may from Time to Time enter into Agreements with respect to the following Purposes, or any of them; (that is to say,)

The Maintenance and Management of the Railways of the Company, or of any Part or Parts thereof, and of the Works connected therewith;

The Use and Working of the Railways of the Company, or of any Part thereof, and the Conveyance of Traffic thereon;

The Supply and Maintenance of Engines, Stock, and Plant for that Purpose;

And the fixing, collecting, and Apportionment of the Tolls, Rates, Charges, Receipts, and Revenues levied, taken, or arising in respect of Traffic on the Railways of the contracting Companies.

Railways to be continuous.

39. During the Continuance of any such Agreement, in estimating the Tolls and Charges to be paid in respect of Articles or Persons conveyed partly on the Railway of one of the contracting Companies and partly on the Railway of the other of them, the Distances traversed shall be reckoned continuously as if the Railways were One Railway, and the Charges to be made in respect of the Railways so made continuous shall be the Tolls and Charges by this Act authorized; and if the Distance traversed by any such Traffic be for a less Distance than Four Miles, no more than a Charge for Four Miles shall be made in respect of such Traffic passing both on the Company's Railway and on the Railway of the other contracting Company.

40. Nothing

Saving existing Rights to contract.

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

Saving Rights of the Crown.

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

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

42. Nothing herein contained shall be deemed or construed to exempt the Railways or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act, or of the Rates for small Parcels.

Expenses of Act.

43. The Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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