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VICTORIÆ REGINÆ.

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Cap. clxxi.

An Act for making a Railway from the *Aberdare* Railway in the Parish of *Aberdare* in the County of *Glamorgan*, with a Branch therefrom, to be called "The *Dare Valley* Railway;" and for other Purposes. [21st *July* 1863.]

WHEREAS the making of the Railway herein-after described, from the *Aberdare* Railway in the Parish of *Aberdare* in the County of *Glamorgan*, with a Branch therefrom, would be of great public Advantage: And whereas the Persons named in this Act, with others, are willing at their own Expense to carry the Undertaking into effect: And whereas the *Taff Vale* Railway Company (herein called "the *Taff Vale* Company") now hold the *Aberdare* Railway as Lessees thereof for the Residue of a Term of Nine hundred and ninety-nine Years, and it is expedient that the Company and the *Taff Vale* Company should be authorized to enter into Agreements for working the Traffic on the Railways by this Act authorized with the Engines and Carriages of the *Taff Vale* Company: And whereas the Objects of this Act cannot be attained 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

The Dare Valley Railway Act, 1863.

Spiritual and Temporal, and of the 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 for all Purposes be cited as "The *Dare Valley* Railway Act, 1863."

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

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

Interpretation of Terms.

3. The Expressions "Superior Court" or "Court of competent Jurisdiction," or any other like Expression in this Act or in the said incorporated Acts, shall be read and have effect as if the Debt or Demand in respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

Company incorporated.

4. *James Poole, William Done Bushell, Ebenezer Lewis*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively are by this Act united into a Company for the Purpose of making and maintaining the Railway and for other the Purposes of this Act, and for those Purposes are by this Act incorporated by the Name of "the *Dare Valley* Railway Company," and by that Name shall be One Body Corporate with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes, but subject to the Restrictions of this Act.

Capital.

5. The Capital of the Company shall be Thirty-five thousand Pounds in Three thousand five hundred Shares of Ten Pounds each.

Calls.

6. Two Pounds a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and Eight Pounds a Share shall be the greatest aggregate Amount of Calls made thereon in any One Year.

Power to borrow on Mortgage.

7. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the whole Eleven thousand five hundred Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Thirty-five thousand Pounds is subscribed for, and One Half thereof is paid up, and the Company has proved to the Justice who is to certify, under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," that the whole of the Capital has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

8. The

Arrears may be enforced by Appointment of a Receiver.

8. The Mortgagees under this Act may enforce the Payment of the Arrears of Interest, or of Principal and Interest, due on their respective Mortgages by the Appointment of a Receiver; and the Amount to authorize a Requisition for a Receiver shall be Five thousand Pounds.

Application of Monies.

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

First Meeting.

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

Number of Directors.

11. The Number of Directors shall be Four: Provided always, that the Company from Time to Time may reduce and increase the Number of Directors within the Limits of Six as the Maximum and Four as the Minimum.

Quorum.

12. The Quorum of a Meeting of the Directors shall be Three.

First Directors.

13. *James Poole, William Done Bushell*, and *Ebenezer Lewis*, shall be Three of the First Directors of the Company.

Qualification of Directors.

14. The Qualification of a Director shall be the Possession in his own Right of Shares to the aggregate nominal Amount of Three hundred Pounds.

Election of Directors.

15. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting held after the passing of this Act; and at that Meeting the Shareholders present, either personally or by proxy, may either continue in Office the Directors appointed by this Act, or any of them, or the Meeting may elect a new Body of Directors, or so many Directors as are required to supply the Place of those not continued in Office, the Directors appointed by this Act, if qualified, being eligible for Re-election.

Subsequent Election of Directors.

16. At the First Ordinary General Meeting to be held in every Year after the First General Meeting, 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," 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."

17. The

Newspaper for Advertisements.

17. The Newspaper for Advertisements shall be any Newspaper published in the County of *Glamorgan*.

Power to make Railways as herein mentioned.

18. It shall be lawful for the Company to make and maintain the Railways herein-after mentioned, with all proper Works and Conveniences connected therewith; (that is to say,)

First, a Railway (in this Act called "Railway No. 1") commencing by a Junction with the *Aberdare* Railway in the Parish of *Aberdare* in the County of *Glamorgan*, and terminating at or near the *Bwllfadare* Colliery in the said Parish of *Aberdare*:

Secondly, a Railway (herein called "the Branch") diverging from the Line of Railway No. 1, near the *Cwm Dare* Colliery in the said Parish of *Aberdare*, and terminating on *Hirwain Common*, at a Point Four hundred and fifty Yards or thereabouts to the West of the Point where the *Amman* Branch of the *Vale of Neath* Railway crosses on a Level the Turnpike Road leading from *Aberdare* to *Hirwain*.

Railways to be made according to deposited Plans.

19. Whereas Plans and Sections of the Railways by this Act authorized to be made showing the Lines and Levels thereof, and also a Book of Reference containing the Names of the Owners and Lessees or reputed Owners and Lessees, and of the Occupiers of Lands which may be required to be taken for the Purposes thereof, have been deposited with the Clerk of the Peace for the County of *Glamorgan*: Therefore, subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Railways shall be made in the Line or Course and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections; and subject to the aforesaid Provisions it shall be lawful for the Company to enter upon, take, and use such of the said Lands as shall be necessary for the Railways and the Works connected therewith, or for any Purpose by this Act authorized.

Inclinations of Roads.

20. It shall be lawful for the Company to make the Roads numbered as herein-after mentioned on the Plans deposited as aforesaid, when altered for the Purposes of this Act, of any Rates of Inclination not steeper than those herein-after mentioned; (that is to say,)

No. on Plans.	Parish.	Description of Road.	Inclination.
73	Aberdare	Turnpike Road -	1 Foot in 12 Feet on one Side of the Bridge, level on the other Side.
385	Aberdare	Public Road -	1 Foot in 11 Feet on one Side of the Bridge, level on the other Side.

21. Notwith-

Power to alter Engineering Works.

21. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways and Tramways by this Act authorized may deviate from the Line of any Arches or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on the Plans or Sections, instead of a Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificate, provided it shall appear to them upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Vale of Neath Railway not to be unnecessarily interfered with.

22. The Railway shall (unless the *Vale of Neath* Railway Company under their Common Seal otherwise consent) be so constructed as to cross the Line of the *Amman* Branch of the *Vale of Neath* Railway at the Point shown on the deposited Plan, and so as to pass under the Viaduct upon which that Branch is there constructed without any unnecessary Interference with that Branch Railway or the Works thereof; and all Works affecting the *Vale of Neath* Railway at the said Point of crossing shall be constructed under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being to the *Vale of Neath* Railway Company; and if any Dispute or Difference shall arise with respect to such Works between the said Engineer and the Engineer of the Company, every such Dispute shall be settled by an Engineer to be appointed on the Application of either Company by the Board of Trade.

Land of Vale of Neath Railway Company not to be interfered with.

23. No Land belonging to the *Vale of Neath* Railway Company shall be taken by the Company without the Consent in Writing of the *Vale of Neath* Railway Company: Provided always, that the Company may purchase and take from the *Vale of Neath* Railway Company, and that Company shall if so required by the Company grant in perpetuity to the Company an Easement or Right of using for the Purpose of passing across and under the *Amman* Branch of the *Vale of Neath* Railway such Part of the Lands of the *Vale of Neath* Railway Company as are necessary for that Purpose; and the Amount of Purchase Money to be paid by the Company to the *Vale of Neath* Railway Company shall in case of Difference be settled in the same Manner as Questions of Dispute in

respect of Compensation for Lands are directed to be settled by "The Lands Clauses Consolidation Act, 1845."

Provision in case of Substitution of solid Embankment by Vale of Neath Railway Company.

24. If the *Vale of Neath* Railway Company shall at any Time hereafter think fit to substitute a solid Embankment for that Part of the *Amman* Branch under which the Railway by this Act authorized is to pass, and which now consists of a Viaduct, the *Vale of Neath* Railway Company shall construct a Bridge or Arch over the Railway by this Act authorized of such sufficient Height, Width, Dimensions, and Materials, as shall be satisfactory to the principal Engineer of the Company, and so as not to interfere with the Railway by this Act authorized or the Traffic thereon, and the Expense of making and of subsequently maintaining that Bridge or Arch shall be borne and paid by the Company; and if any Difference arise between the Companies with reference to the Matters in this Section mentioned, the same shall be settled by Arbitration between them in accordance with "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be on their or either of their Application nominated by the Board of Trade.

Powers for compulsory Purchases limited.

25. 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.

Period for Completion of Railway.

26. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railway shall cease.

Lands for extraordinary Purposes.

27. The Company may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased compulsorily, any Quantity of Land for the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," not exceeding Five Acres.

Junction with Aberdare Railway to be made in manner most approved.

28. The Junction of the Railway with the *Aberdare* Railway shall be effected by means of Junction Rails and Points, of the Construction most approved and laid in a Manner approved by and to the Satisfaction of the Engineer of the *Taff Vale* Company, or, in case of Difference, to the Satisfaction of an Engineer to be appointed by the Board of Trade.

Works at Junction with Aberdare Railway to be done to the Satisfaction

29. The Expense of the Junction of the Railway with the *Aberdare* Railway, and of all requisite Works for effecting that Junction, and of all Repairs thereof, shall be paid by the Company, and those Works shall on every Occasion be done in such Manner as not to injure the *Aberdare* Railway, and to the Satisfaction of the Engineer of the *Taff Vale*

Vale Company, or, in case of Difference, to the Satisfaction of an Engineer to be appointed by the Board of Trade.

of Engineer of Taff Vale Company.

As to Expense of Signals, Watchmen, &c. at Point of Junction with the Aberdare Railway.

30. The *Taff Vale* Company may from Time to Time erect such Signals and Conveniences incident to the Junctions hereby authorized between the Railway and the *Aberdare* Railway, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at or near the said Junctions; and the Working and Management of such Signals and Conveniences, whether on the Land of the *Aberdare* Railway Company under Lease to the *Taff Vale* Company, or on the Land of the Company, shall be under the exclusive Management and Regulation of the *Taff Vale* Company, and all the Expenses of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incident and current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

For securing Completion of Railway.

31. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Two thousand eight hundred Pounds, being Eight *per Centum* upon Thirty-seven thousand five hundred and twelve Pounds, being the Amount of the Estimate in respect of the Railway authorized by this Act, has been deposited with the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in that Act, that Sum so deposited, or the Interest or Dividends thereof, shall not (except upon the Execution and Deposit of such a Bond as herein-after mentioned) be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, unless the Company, before the Expiration of the Period limited by this Act for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purpose of this Act a Sum equal in Amount to that One Half, and if that Period expire before the Company either have opened the Railway for the public Conveyance of Passengers, or have given the Proof to the Satisfaction of the Board of Trade, the Sum so deposited, and the Interest and Dividends thereof, shall immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then deposited or invested to the Account of Her Majesty's

Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom: Provided that at any Time after the passing of this Act, if a Bond in twice the Amount of that Sum so deposited be executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of, and the Surety or Sureties to be approved by, the Solicitor to the Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited, if the Company do not within the Period limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half, and if the Bond be deposited with the Solicitor to the Treasury, then that deposited Sum of Money, and the Interest and Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivors or Survivor of them; and it shall not be necessary to produce any Certificate of this Act having passed, and the Monies to be recovered upon the Bond shall be dealt with in like Manner as the deposited Sum of Money and the Interest or Dividends thereof would be dealt with under this Act if the Bond were not executed and deposited, and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

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

Tonnage of Goods.

In respect of the Tonnage of Goods conveyed on the Railway:

Class One. For all sorts of Manure, and all undressed Materials for the Repair of Highways, and for all Coals, Culm, Ironstone and Iron Ore, One Penny a Ton a Mile; and if conveyed in Carriages belonging to the Company an additional Halfpenny a Ton a Mile; and if propelled by an Engine belonging to the Company an additional Halfpenny a Ton a Mile:

Class Two. For all Coke, Charcoal, Pitwood, Limestone, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, and Sand, One Penny Halfpenny a Ton a Mile; and if conveyed in Carriages belonging to the Company an additional Halfpenny a Ton a Mile; and if propelled by an Engine belonging to the Company an additional Halfpenny a Ton a Mile:

Class Three. For all Iron, Lead, Tin and Tin Plates, Twopence *per* Ton a Mile; and if conveyed in Carriages belonging to the Company an

an additional Halfpenny a Ton a Mile; and if propelled by an Engine belonging to the Company an additional Halfpenny a Ton a Mile:

Class Four. For all Goods, Wares, or Merchandise, Matters, or Things, for which no other Payment is herein imposed, Twopence a Ton a Mile; and if conveyed in Carriages belonging to the Company an additional Halfpenny a Ton a Mile; and if propelled by an Engine belonging to the Company an additional Halfpenny a Ton a Mile:

Class Five. For every Carriage of whatever Description, not being a Carriage adapted or used for travelling on a Railway, and not weighing more than One Ton, Fourpence a Mile; and if conveyed on a Truck or Platform belonging to the Company an additional Twopence a Mile, and an additional Threehalfpence a Mile for any additional Quarter of a Ton which the Carriage weighs; and if propelled by an Engine belonging to the Company an additional Halfpenny a Ton a Mile.

Tolls for Animals.

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

Class Six. For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, One Penny Halfpenny a Mile; and if conveyed in any Carriage belonging to the Company an additional Halfpenny a Mile; and if propelled by an Engine belonging to the Company an additional Penny a Mile:

Class Seven. For every Calf or Pig, not exceeding One Halfpenny a Mile; and if conveyed in a Carriage belonging to the Company an additional Halfpenny a Mile; and if propelled by an Engine belonging to the Company an additional Farthing a Mile:

Class Eight. For every Sheep, Lamb, or other small Animal, One Farthing a Mile; and if conveyed in a Carriage belonging to the Company an additional Farthing a Mile; and if propelled by an Engine belonging to the Company an additional Farthing a Mile.

Tolls for Passengers.

In respect of Passengers conveyed on the Railway as follows:

For every Person, One Penny Halfpenny; and if conveyed in any Carriage belonging to the Company an additional Halfpenny a Mile; and if propelled by an Engine belonging to the Company an additional Penny a Mile.

Regulations as to Tolls.

33. 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 Railway for a less Distance than Two Miles the Company may demand and take Tolls as for Two Miles:

For a Fraction of a Mile the Company may demand and take Tolls as for One Mile for Passengers, and as for a Quarter of a Mile for Animals and Goods:

For a Fraction of a Ton the Company may demand and take Tolls according to the Numbers 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 Articles of great Weight.

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

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

For any Parcel not exceeding Seven Pounds in Weight, Twopence:

For any Parcel exceeding Seven Pounds and not exceeding Twenty-eight Pounds in Weight, Fourpence;

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

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; and if conveyed in a Carriage belonging to the Company an additional Sum not exceeding Sixpence a Ton a Mile; and if propelled by an Engine belonging to the Company an additional Sum not exceeding Twopence 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.

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

36. The

Maximum Rates for Passengers.

36. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway 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.

Maximum Rates for Goods.

37. The maximum Rate of Charge to be made by the Company for the Conveyance of Animals and Things on the Railway, including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and for every other Expense incidental to the Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Duty or Business of a Carrier, where such Services or any of them are performed by the Company), shall not exceed the following Sums; (that is to say,)

For Goods in Class One, One Penny Halfpenny a Ton a Mile:

For Goods in Class Two, Twopence a Ton a Mile:

For Goods in Class Three, Threepence a Ton a Mile:

For Goods in Class Four, Threepence a Ton a Mile:

For a Carriage in Class Five, 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 Six, Threepence a Head a Mile:

For Animals in Class Seven, One Penny Farthing a Head a Mile:

For Animals in Class Eight, Three Farthings a Head a Mile.

Terminal Station.

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

Restrictions as to Charges not applicable to Special Trains.

39. The Restrictions with respect to the Charges to be made for Passengers shall not extend to any Special Train required to run upon the Railway, 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 Railway.

Company may take increased

40. This Act or anything therein contained shall not prevent the Company from taking any increased Charges over and above the Charges by

Charges by way of Agreement.

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.

Interest not to be paid on Calls paid up.

41. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls or by borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposits for future Bills not to be paid out of Capital or Loan.

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

Power to enter into Working Agreements with the Taff Vale Company.

43. It shall be lawful for the Company and the *Taff Vale* Company from Time to Time to enter into and make Agreements for and with reference to the working, on such Terms and Conditions and for such Considerations as may be mutually agreed upon, of the Traffic upon the Railway by this Act authorized or any Part thereof, with the Engines and Carriages of the *Taff Vale* Company.

During the Continuance of any such Contract only One Short-distance Charge to be made, &c.

44. Provided always, That during the Continuance of any Contract for working the Traffic upon the Railway by this Act authorized with the Engines and Carriages of the *Taff Vale* Company, Articles or Persons conveyed continuously for a less Distance than Two Miles partly upon the Railway by this Act authorized and partly upon the *Aberdare* Railway shall only be charged once as for Two entire Miles in the same Manner as if such Railways had formed One continuous Line of Railway, anything in any other Act to the contrary notwithstanding: Provided also, that during the Continuance of any such Contract it shall not be lawful for the *Taff Vale* Company to charge in respect of any Traffic upon the Railway or any Part thereof, and destined for or coming from *Cardiff* by means of the *Taff Vale* and *Aberdare* Railways, any greater Amount than the Tolls and Charges for the Time being actually made by the *Taff Vale* Company for the same Description of Traffic upon the *Taff Vale* Railway: Provided also, that during the Continuance of any such Contract the Word "Company" wherever the same occurs in the Provisions of this Act

with respect to Tolls and Charges shall mean and apply to the *Taff Vale* Company.

Power to enter into Traffic Arrangements with the Taff Vale Company.

45. It shall be lawful for the Company and the *Taff Vale* Company from Time to Time to enter into and make such Agreements as shall be deemed expedient by and between the said Companies for and with reference to the Interchange and forwarding of Traffic passing to or from the Railways of the Company, or either of them, from or to the *Aberdare* or *Taff Vale* Railways, and also with reference to the Rates, Tolls, or Charges to be charged by or between the said Companies for or in respect of any Traffic, and the Division and Apportionment between the said Companies of such Rates, Tolls, and Charges, and such Contracts and Agreements from Time to Time to alter and vary as Occasion may require, and also for all or any of the Purposes aforesaid to make and execute all such Deeds, Contracts, Instruments, and Assurances as may be deemed requisite or expedient for giving to the Matters and Premises aforesaid full Effect.

Restrictions on Agreements between Companies.

46. No such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized to demand and receive from any Person or any other Company; but all other Persons and Companies shall notwithstanding any such Agreement be entitled to the Use and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions and on Payment of the same Tolls, Fares, Rates, and Charges as they would be if the Agreement were not made.

Sanction of Shareholders of Agreements.

47. No Agreement which shall hereafter be entered into for any of those Purposes nor any Modification of any such Agreement shall have any Operation unless and until it be sanctioned by not less than Three Fifths of the Votes of the Shareholders of each Company party thereto present, personally or by proxy, at a General Meeting of the respective Company specially convened for the Purpose.

How Meetings are to be called.

48. Every Special Meeting for the Purpose of considering any Agreement under this Act shall be called by Circular addressed to each Shareholder entitled to vote at Meetings of the Company, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders, and also by Advertisement inserted once in each of Two consecutive Weeks in a Newspaper published in the County of *Glamorgan*, and the last of such Advertisements shall be published not less than Seven Days before such Meeting.

Public Notice to be given of Intention to enter into or alter any such Agreement.

49. Before the said Companies shall enter into any such Agreement as aforesaid, they shall give Notice of their Intention to enter into such Agreement in a Form to be approved by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper or Newspapers published or circulating in the County of *Glamorgan*; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade.

Approval of Board of Trade.

50. No such Agreement shall have any Operation until it be approved by the Board of Trade; and the Board of Trade shall not approve any such Agreement without being satisfied of its having received such Sanction of Shareholders as is by this Act required.

Agreements may be modified by Board of Trade.

51. Provided always, That at the Expiration of the first or any subsequent Period of Ten Years after the making of any such Agreement or of any Modification of such Agreement, the Board of Trade may, if they think fit, cause the same to be revised, and the Board of Trade may require the said Companies to publish such Notices of any intended Revision of such Agreement as the Board of Trade shall direct; and the Board of Trade shall have Power to modify the Agreement in such Manner as the Board think necessary and to declare the Modification made by them to be Part of such Agreement, and the same shall be read and take effect accordingly.

Penalty on Persons on Foot using the Railway.

52. If any Person shall be or travel or pass on Foot upon the Railway without the Licence and Consent of the Company, every Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Notice of preceding Provision to be duly published.

53. Due Notice of the preceding Provision shall be published in legible Characters and in a conspicuous Manner upon the Railway of the Company, and no Person shall be convicted under the said Provision of this Act if he shall have been convicted for the same Offence under the Provisions of an Act passed in the Third and Fourth Years of Her Majesty, Chapter Ninety-seven, and intituled *An Act for regulating Railways*.

3 & 4 Vict. c. 97.

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

54. This Act or anything therein shall not exempt the Railways to which this Act relates 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 this or any future Session of Parliament, or the Revision and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges

Charges by this Act authorized, or of the Rates for small Parcels thereby authorized.

Expenses of Act.

55. All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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