ANNO DUODECIMO & DECIMO TERTIO

VICTORIÆ REGINÆ.

****

Cap. lxi.

An Act for making a Branch from the *Taff Vale* Railway to *Dowlais;* and for other Purposes.

[28th *July* 1849.]

WHEREAS by an Act passed in the Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from* Merthyr 6 & 7 W. 4.
Tydfil *to* Cardiff, *to be called "The* Taff Vale *Railway," with* c. 82.
Branches, the *Taff Vale* Railway Company were incorporated, and were enabled to make and maintain such Railway with Branches, one whereof was intended to communicate with a certain Tramroad leading to or near to the Iron Works of *Pen-y-Darran*, *Dowlais*, and *Plymouth*, in *Merthyr Tydfil* aforesaid: And whereas by an Act passed in the First Year of the Reign of Her Majesty the Queen, intituled *An Act to enable the* Taff Vale *Railway Company to alter* 7 W. 4. &
the Line of the said Railway and the Acts relating thereto, and to 1 Vict. c. 70.
make additional Branches, such Company were enabled to make and maintain a Branch Railway, in extension of the above described Branch by the said first-recited Act authorized, to certain Limestone Quarries on *Morlais Castle* Farm in the said Parish of *Merthyr Tydfil*, and the Powers of such Company to raise Money for the

Purposes of their Undertaking were extended: And whereas by an Act passed in the Fourth Year of the Reign of Her present Majesty the Queen, intituled *An Act to amend the Acts relating to the* Taff Vale *Railway*, after reciting that the *Dowlais* Iron Company were materially interested in the Construction of a certain Part of the said Branch Railway leading from the Main Line of Railway to the Limestone Quarries at *Morlais* Castle aforesaid, and were desirous of insuring the Completion thereof, it was therefore enacted, that in case the Railway Company should not forthwith after the passing of that Act proceed to make and construct such Branch, or in case they should at any Time omit for the Space of Thirty Days to proceed with all practicable Expedition with the Construction thereof, it should be lawful for the *Dowlais* Iron Company, after Seven Days Notice to the Railway Company, to enter upon the Lands which might have been set out and appropriated by the Railway Company for the Purposes of such Branch Railway, and to make and construct such Branch, or any Part thereof, and to charge the Railway Company with the Money expended thereon, and such Railway Company were authorized to raise additional Capital for the Purposes of their Undertaking: And whereas by an Act passed in the Eighth Year of the Reign of Her Majesty the Queen, intituled *An Act to amend the Acts relating to the* Taff Vale *Railway, to authorize the Alteration of certain Works thereby authorized and the Formation of additional Works, and to enlarge the Powers of the Company*, an Alteration of the Line of the *Morlais Castle* Branch was authorized, but all the Rights, Powers, and Privileges vested in the *Dowlais* Iron Company were saved to them: And whereas the Railway Company did not proceed to make the Branch Railway as provided by the recited Acts, and the *Dowlais* Iron Company, after Seven Days Notice to such Railway Company, accordingly entered on certain Lands which had been set out and appropriated by such Railway Company for such Branch, and made a Part of such Branch, but such Railway Company have not set out or appropriated all the Land required for such Branch, and the same is still incomplete, and the Power of such Railway Company for the compulsory Purchase of Lands for the Purposes of such Branch, and for executing the Works thereof, have ceased: And whereas it is expedient that a Portion of such Branch Railway should be completed, and the *Dowlais* Iron Company, being interested in the Completion thereof, are willing forthwith to make such Portion if authorized and empowered by Parliament so to do: 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 the present Parliament assembled, and by the Authority of the same, That the Provisions of the "Lands Clauses Consolidation Act, 1845," and of the "Railways Clauses Consolidation Act, 1845," so far as the same are applicable to and not inconsistent with the Provisions herein-after contained, shall be incorporated with and form Part of this Act.

3 & 4 Vict. c. 110.

7 & 8 Vict. c. 84.

Provisions of 8 & 9 Vict. cc. 18 & 20. incorporated with this Act.

Short Title. II. And be it enacted, That in citing this Act for any Purposes whatsoever it shall be sufficient to use the Expression "The *Dowlais* Railway Act, 1849."

III. And

Line of Railways.

III. And be it enacted, That the *Dowlais* Iron Company may make and maintain a Railway, to be called the *Dowlais* Railway, to commence at the East End (near the Bridge over the *Merthyr and Cardiff* Turnpike Road) of the completed Portion of the Branch from the *Taff Vale* Railway authorized to be made by the recited Acts of the Sixth Year of the Reign of His late Majesty King *William* the Fourth and the First Year of the Reign of Her present Majesty, and to terminate at the Turnpike Road near the lower Entrance Gates of the *Dowlais* Iron Works, in the Occupation of the *Dowlais* Iron Company, in the said Parish of *Merthyr Tydfil*, with a Branch therefrom to or into the same Iron Works, and all necessary and proper Works and Conveniences, in the Parishes, Townships, Hamlets, and extra-parochial or other Places of *Merthyr Tydfil*, *Heol-y-Wormood*, and *Dowlais*, or some of them, in the County of *Glamorgan*.

Branch Railway to be made according to deposited Plans.

IV. And whereas a Plan and Section of such proposed Railway and Branch Railway showing the Lines and Levels thereof, together with a Book of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands through which the same is intended to pass, have been deposited with the Clerk of the Peace for the County of *Glamorgan*: Be it enacted, That subject to the Provisions and Powers of Deviation in this and the Lands and Railways Clauses Consolidation Acts contained, the Railway and Works by this Act authorized shall be made in the Line and upon the Lands delineated on such Plan, and described in such Book of Reference, and according to the Levels defined on the said Section, and the *Dowlais* Iron Company may enter upon, take, and use such of the same Lands as shall be necessary for such Purpose: Provided always, that the said Company in constructing the said Railway hereby authorized through the Lands belonging or under Mining Lease to the *Pen-y-Darran* and *Plymouth* Companies, or either of them, shall not deviate from the centre Line of Railway laid down upon the Plan deposited as aforesaid to a greater Extent than Fifty Yards without the Consent in Writing of the Proprietors for the Time being of the said *Pen-y-Darran* and *Plymouth* Iron Works respectively.

Period for compulsory Purchases limited.

V. And be it enacted, That the Powers by this Act granted for the compulsory Purchase of Lands for the Purposes thereof shall not be exercised after the Expiration of Three Years from the passing thereof.

Limitation of Time for executing Works.

VI. And be it enacted, That if the Works by this Act authorized be not completed within Five Years from the passing thereof, all the Powers and Authorities thereby given shall thenceforth cease and determine, save only as to so much of such Works as are completed within such Time.

Lands for extraordinary Purposes.

VII. And be it enacted, That the Quantity of Land to be taken by the Company for extraordinary Purposes shall not exceed Five Acres.

VIII. And

Position of the Dowlais Station.

VIII. And be it enacted, That the *Dowlais* Iron Company shall make and maintain, for the Accommodation of the Passengers and Goods which shall from Time to Time be conveyed or require to be conveyed upon the Railway by this Act authorized, a Station, with all proper and suitable Approaches, Works, and Conveniences in connexion therewith, in the Lands abutting on the *Merthyr* and *Abergavenny* Turnpike Road, and near the lower Entrance Gates of the said *Dowlais* Iron Works, and so that the said Station shall immediately adjoin or be conveniently connected for the Purposes of the public Traffic on the said Railway with the same Road, and the Distance of the nearest Part of such Station shall not exceed One hundred Yards from the same Road.

As to Communication with the Taff Vale Railway.

IX. And be it enacted, That the Railway hereby authorized shall join the said *Taff Vale* Railway, or the said Branch thereof, at the Point where, according to the Plan deposited as in this Act mentioned, such Junction is shown thereon, and not otherwise, without the Consent in Writing of the said *Taff Vale* Railway Company, under their common Seal, and that the Junction of the Railway hereby authorized, and the said *Taff Vale* Railway, or the said Branch thereof, shall be effected in a substantial and workmanlike Manner, and to the Satisfaction of the Engineer for the Time being of the said *Taff Vale* Railway Company.

Communication with Taff Vale Railway to be made at the Expense of the Dowlais Iron Company.

X. And be it enacted, That the Expense of the Junction hereby authorized, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining the same, shall be borne and paid by the *Dowlais* Iron Company, and that such Junction and Works shall be made and maintained to the Satisfaction of the Engineer for the Time being of the said *Taff Vale* Railway Company, and in such Manner as shall not in anywise impede, obstruct, or interfere with the *Taff Vale* Railway, and the free, uninterrupted, and safe Passage of Traffic along the same.

Company not to take Property of Taff Vale Railway Company, or interfere with their Railway and Works.

XI. And be it enacted, That, notwithstanding anything in this Act contained, it shall not be lawful for the *Dowlais* Iron Company, or for any Person under or in execution of this Act, except for the Purpose of forming the said Junction and of executing the Works by this Act expressly authorized, either permanently or temporarily to enter upon, take, or use, without the Consent in Writing of the said *Taff Vale* Railway Company, any Land or Property situate to the South or West of the *Merthyr* Tramroad, and between the same and the Main Line of the said *Taff Vale* Railway, and now belonging to the said *Taff Vale* Railway Company, or which they have Power to take under their Acts of Parliament, or, save as hereby expressly authorized, in any Manner to alter, vary, or interfere with the said *Taff Vale* Railway or any Branch thereof, or any of the Works appertaining thereto.

Saving the Rights of the Taff Vale Railway Company.

XII. And be it enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, abridge, or in any way affect any of the Rights, Privileges, Powers,

Powers, or Authorities vested in the *Taff Vale* Railway Company, but saving and reserving to the said Company all the Rights, Privileges, Powers, and Authorities to them belonging, and also saving and reserving all such Powers, Authorities, and Provisions in the several Acts relating to the said *Taff Vale* Railway Company, as if this Act had not been passed.

Railway not to be opened for Traffic until certain Agreements with the Pen-y-Darran and Plymouth Companies have been performed.

XIII. And whereas the making of the Railway by this Act authorized will interfere with the said Tramroad in the said first-recited Act mentioned and referred to, and it is expedient to make due Provision for the Protection of the Rights and Interests of the Parties to whom jointly with the said *Dowlais* Iron Company the same Tramroad belongs: And whereas certain Articles of Agreement, bearing Date the Eleventh Day of *June* One thousand eight hundred and forty-nine, have been made and executed between and by Sir *Josiah John Guest* Baronet and *Edward John Hutchins* Esquire (the present Partners in the said *Dowlais* Iron Company), *William Thompson* and *Thomas Seaton Forman*, Esquires (the present Partners in the *Pen-y-Darran* Iron Company), and *Anthony Hill* Esquire, at present solely interested in the said *Plymouth* Iron Company; and it has been (amongst other things) thereby covenanted and agreed that, upon and subject to the Terms and Conditions, Provisions, Restrictions, Limitations, and Agreements therein contained or referred to, the said *Dowlais* Iron Company shall, after the passing of this Act, convey or cause to be conveyed to the said *Pen-y-Darran* and *Plymouth* Companies all the Five equal Fourteenth Parts or Shares of the said *Dowlais* Iron Company of and in the said Tramroad, and of and in the Basins, Lands, and Appurtenances belonging thereto, and of and in such other Property as is in the said reciting Articles of Agreement in that Behalf mentioned, which said Tramroad, Basins, Lands, and Appurtenances were formed and acquired, and have been since used and held, by the said Three Iron Companies in Partnership, under certain Articles of Agreement, bearing Date respectively the Eighteenth Day of *January* One thousand seven hundred and ninety-nine, the First Day of *May* One thousand eight hundred and twenty-two, and the First Day of *February* One thousand eight hundred and forty-eight, and that, upon and subject to such Terms and Conditions, Provisions, Restrictions, Limitations, and Agreements as are in the now reciting Articles of Agreement contained or referred to, the said *Dowlais* Iron Company shall, after the passing of this Act, demise or cause to be demised to the said *Pen-y-Darran* Company and the said *Anthony Hill* all such Lands of the said *Dowlais* Iron Company then used for the Purposes of the said Tramroad as are in the said Articles of Agreement more particularly described or referred to: Be it therefore enacted, That, without the previous Consent in Writing of the said *Pen-y-Darran* and *Plymouth* Iron Companies, or the previous making, Execution, and Delivery of such Conveyance and Demise, pursuant to the said recited Articles of Agreement, the Railway hereby authorized shall not be opened for Traffic of any Description whatsoever.

Dowlais Iron Company not to

XIV. And whereas the making of the said Branch Railway by this Act authorized to be made will destroy and render useless the existing Junction

interfere with existing Junction with Taff Vale Railway until new Junction made.

Junction between the said Partnership Tramroad and the said Branch of the *Taff Vale* Railway to or near the said Bridge over the said *Merthyr and Cardiff* Turnpike Road and the Commencement of the Railway by this Act authorized to be made: And whereas it is expedient that a good and sufficient Junction should be made between the said Tramroad and the said Branch of the *Taff Vale* Railway: Be it therefore enacted, That the said *Dowlais* Iron Company shall not injure, alter, or in anywise interfere with the said Junction between the said Partnership Tramroad and the Branch of the *Taff Vale* Railway, unless and until they shall have first made and completed, or caused to be made and completed, a good, proper, and workable Junction between the said Tramway and the said Branch of the *Taff Vale* Railway suitable for a double Track Railway or Tramway (which shall be required by the Proprietors for the Time being of the *Pen-y-Darran* and *Plymouth* Works): Provided always, that nothing herein contained shall authorize the said *Dowlais* Iron Company, or the Proprietors for the Time being of the *Pen-y-Darran* or *Plymouth* Iron Works for the Purposes last aforesaid, to enter upon or interfere with any of the Lands of the *Taff Vale* Railway Company without the previous Consent in Writing of the said last-mentioned Company.

Providing for the Construction of an Archway over the Railway on Ysgybor Newydd Land.

XV. And whereas the said *Pen-y-Darran* and *Plymouth* Companies, or one of them, may hereafter desire to construct a new Tramroad or Railway, and carry the same over the Railway hereby authorized to be made: Be it therefore enacted, That if the said *Pen-y-Darran* and *Plymouth* Companies, or either of them, shall hereafter begin to construct any such new Tramroad or Railway, and it shall be found necessary to carry the same over the Railway by this Act authorized, the said *Dowlais* Iron Company shall, upon the Request in Writing of the said *Pen-y-Darran* and *Plymouth* Iron Companies or either of them, with all practicable Expedition construct and maintain in a good and workmanlike Manner, and with proper Materials, to the reasonable Satisfaction of a competent Engineer to be nominated by the said *Pen-y-Darran* and *Plymouth* Companies for the Time being, an Archway over the said Railway at some Point within Three hundred Yards Westward of the Point where the said Railway will pass under the Parish Road numbered 103 on the Plan deposited as aforesaid; and the Expense of constructing and maintaining the said Archway shall be borne and paid as follows; (that is to say,) one Half by the said *Dowlais* Iron Company, and the other Half by the said *Pen-y-Darran* and *Plymouth* Companies; and in case the said *Dowlais* Iron Company shall not forthwith after such Request made to them as aforesaid proceed to construct the said Archway, or to maintain the same in manner aforesaid, it shall be lawful for the said *Pen-y-Darran* and *Plymouth* Companies, or either of them, after Seven Days Notice in Writing to the said *Dowlais* Iron Company, to make and construct the said Archway, or to put the same into repair, and to charge the said *Dowlais* Iron Company with their Moiety or Half Part of the Monies expended thereon, and the Amount thereof from Time to Time shall be recoverable by Action in any of Her Majesty's Courts of Law; provided always, that such Archway shall not be required to be constructed or maintained of less Width or Span than Thirty Feet, or of less Height or Headway

over

over the said Railway than Sixteen Feet, without the previous Consent in Writing of the said *Dowlais* Iron Company, nor in such Manner as shall in any Manner impede or interfere with the safe and convenient Use of the Railway by this Act authorized.

Restricting Quantity to be taken from the Lands of the Pen-y-Darran Iron Company and the Purposes for which it may be used.

XVI. And be it enacted, That without the previous Consent in Writing of the Proprietors for the Time being of the said *Pen-y-Darran* Iron Works, no greater Quantity of the Lands belonging or under Mining Lease to the same Proprietors shall be permanently taken and occupied by the said *Dowlais* Iron Company for the Purposes of this Act than may be actually requisite for the Formation and Maintenance of such Works as have been agreed or as may be agreed to be executed thereon, or as may be required and found necessary to be executed by the said *Dowlais* Iron Company for the Accommodation of the adjoining Works, Lands, and Grounds of the same Proprietors, and for the Formation and Maintenance of the Line of the said Railway, according to the Levels defined on the said deposited Section, subject to the authorized Deviation therefrom herein-before referred to, and of the necessary and proper Sidings, and Waiting or Passing Places in connexion therewith, at or near the Top of the intended Incline on the said Railway, and for providing a sufficient Site (not exceeding Half an Acre in the whole) for the stationary Engine intended to be placed at or near the same Spot for working the same Plane, and for an Engine House, Pond, or Reservoir, and Yard: Provided always, that nothing herein contained shall prejudice the Rights of any of the Parties to the said Agreement of the Eleventh Day of *June* One thousand eight hundred and forty-nine.

Restriction as to Land of the Plymouth Company.

XVII. And be it enacted, That without such previous Consent of the Proprietors of the *Plymouth* Iron Works no greater Quantity of the Lands under Mining Lease to them shall be permanently taken and occupied by the said *Dowlais* Iron Company for the Purposes of this Act than may be actually required for the Formation and Maintenance of such Works as may have been agreed or as may be agreed to be executed thereon, or as may be required and found necessary to be executed by the said *Dowlais* Iron Company for the Accommodation of the adjoining Works, Lands, and Grounds of the said last-mentioned Proprietors, and for the Formation and Maintenance of the Line of the said Railway according to the Levels defined on the said deposited Section, subject to the authorized Deviation therefrom herein-before referred to, and for and incidental to the intended Alteration of the Level and Diversion of the Line of the said Partnership Tramroad at the Point where the Railway by this Act authorized is intended to pass over the same.

Limiting the Width of the Railway and Sidings on the Lands of the Pen-y-Darran and Plymouth Companies.

XVIII. And be it enacted, That without such previous Consent as aforesaid of such Proprietors respectively the Width of the said Line of Railway through the Lands belonging or under Mining Lease to the Proprietors of the said *Pen-y-Darran* and *Plymouth* Iron Works, measured across the same Line at the Formation Level thereof, (and exclusive of the Width required for the Cuttings and Embankments, and the Slopes and Benches thereof respectively, where the same Line shall not be formed on the Level of the present Surface of the

the same Lands,) shall not exceed Thirty Feet, and the Width of the said Sidings and Waiting or Passing Places in the Lands belonging or under Mining Lease to the said *Pen-y-Darran* Company, measured as aforesaid, shall not exceed Thirty Feet, and the Length thereof shall not exceed Three hundred Yards in the whole.

Dowlais Iron Company not to interfere with Pen-y-Darran Mineral Railway.

XIX. And be it enacted, That, notwithstanding anything in this Act, or in the said Railways Clauses Consolidation Act, 1845, contained, it shall not be lawful for the said *Dowlais* Iron Company, without the Consent in Writing of the Proprietors thereof for the Time being, to take, use, divert, or in any Manner interfere with or obstruct the Mineral Railway of the said Proprietors of the said *Pen-y-Darran* Iron Works further or otherwise than shall be found necessary for constructing and from Time to Time maintaining and working the Railway by this Act authorized to be made upon and across the present Level of the Rails of the same Mineral Railway, so nevertheless that such Construction, Maintenance, and Working of the Railway by this Act authorized shall be done and carried on with as little Inconvenience as possible to the said *Pen-y-Darran* Iron Company; and in case the said last-mentioned Company shall be of opinion that such Construction, Maintenance, and Working of the Railway by this Act authorized is not done or carried on with as little Inconvenience as possible to the said *Pen-y-Darran* Iron Company, it shall be lawful for the Commissioners of Railways, on Application to them by the said *Pen-y-Darran* Iron Company, to direct in what Manner such Construction, Maintenance, and Working shall be done and carried on, and the Decision of the said Commissioners shall be binding upon both the said Parties, and the said Railway by this Act authorized shall thenceforth be constructed, maintained, and worked in accordance with the Decision of the said Commissioners, and the Expense of such Alteration in the Rails and Works of the said Mineral Railway, or in the Rails and Works of the Railway by this Act authorized, as shall be necessary for the Purposes aforesaid, shall be from Time to Time borne and paid by the said *Dowlais* Iron Company, and the same Alterations shall be made and maintained to the Satisfaction of a competent Engineer to be nominated by the said Proprietors of the said Mineral Railway.

Dowlais Iron Company not to divert any Railway of Pen-y-Darran Company where it is an Inclined Plane, &c.

XX. And be it enacted, That, notwithstanding anything in this Act, or in the said Railways Clauses Consolidation Act, 1845, contained, it shall not be lawful for the said *Dowlais* Iron Company, without the Consent in Writing of the Proprietors for the Time being of the said *Pen-y-Darran* Iron Works, to divert any private Railway or Tramroad of the same Proprietors at any Point where the same is now an Inclined Plane, and is self-acting, or worked either by a stationary or any other Engine.

For Preservation of Water on Lands of the Pen-y-Darran and Plymouth Companies.

XXI. And be it enacted, That it shall not be lawful for the said *Dowlais* Iron Company to take or use any Water whatsoever which may be found upon or under the Lands of the Proprietors for the Time being of the said respective *Pen-y-Darran* and *Plymouth* Iron Works, or wherein they respectively have Mining Rights, but the same shall as far as possible be preserved for the Use of the said respective

respective Proprietors, and sufficient Drains, Conduits, Culverts, and other Works made at their Request, for the Purpose of conducting the same as heretofore, or as near thereto as may be, to their respective Ponds, Reservoirs, or Watercourses, and the said *Dowlais* Iron Company shall carefully provide, with as little Alteration in the Course and Level thereof as possible, for the Maintenance and Preservation of all Brooks, Streams, and Watercourses wherein the said respective Proprietors or either of them are interested, and which it shall or may be necessary to interfere with in the Construction and Maintenance of the Railway and Works by this Act authorized.

Limiting the Exercise of Powers for temporary Occupation of Lands.

XXII. And be it enacted, That, notwithstanding anything in this Act, or in the said Railways Clauses Consolidation Act, 1845, contained, it shall not be lawful for the said *Dowlais* Iron Company, in exercise of any Power for the temporary Occupation of Lands, to enter upon or use the said Mineral Railway of the said Proprietors of the said *Pen-y-Darran* Iron Works, nor to deposit any Spoil or surplus Earth upon any of the Lands of the same Proprietors, or wherein they have Mining Rights, nor to form any Road on the Lands of the said Proprietors for the Time being of the said *Pen-y-Darran* or *Plymouth* Iron Works, or either of them, or wherein respectively they have Mining Rights, to or from or by the Side of the said Railway by this Act authorized to be made, nor to enter upon or use any such last-mentioned Lands for the Purpose of taking Earth or Soil by Side Cutting therefrom, (except Rubbish or refuse Earth thrown aside as such by the same Proprietors respectively, to be taken subject to the Provisions of the said Railways Clauses Consolidation Act, 1845,) nor of obtaining Materials therefrom (except as last aforesaid) for the Construction or Repair of the said Railway, or the Accommodation Works in connexion therewith: Provided always, that the Restrictions in this Clause contained shall not extend to the Lands of *Pwllywhaid*, whereof the said *Dowlais* Iron Company are or claim to be the Proprietors, subject to the Mining Rights of the said *Pen-y-Darran* Company.

Bridges, Culverts, and other Works of Communication to be made on the Lands of the Pen-y-Darran and Plymouth Companies

XXIII. And be it enacted, That the said *Dowlais* Iron Company shall from Time to Time make and keep in good and sufficient Repair proper and sufficient Tunnels, Archways, Culverts, and Passages under, over, and across the Railway by this Act authorized for all necessary and requisite Crossings thereof by Roads, Tramroads, Railroads, Watercourses, and Drains, for the Use of the respective Proprietors of the said *Pen-y-Darran* and *Plymouth* Iron Works, and the Owners, Lessees, and Occupiers for the Time being of the Lands, Mining and Mineral Grounds for the Time being held therewith respectively, and shall provide all other necessary Conveniences for the said respective Proprietors, Owners, Lessees, and Occupiers for the Time being as aforesaid, as may from Time to Time be reasonably required by them respectively for the full and ample Use and Exercise of all their Powers and Privileges of Occupation and Mining: Provided always, that in case the said respective Proprietors, or such other Owners, Lessees, or Occupiers as aforesaid, or any of them, shall at any Time require from the said *Dowlais* Iron Company the making of any such Tunnel, Archway, Culvert, Passage, or other Work, and the said *Dowlais* Iron Company shall consider that they ought not

under the Provisions herein contained to be called upon to make the same, any such Requirement of the said respective Proprietors, Owners, Lessees, or Occupiers as aforesaid shall, at the Request of the said *Dowlais* Iron Company in Writing under their Hands, be from Time to Time referred to the Decision of some indifferent Person practically conversant with the ordinary Conduct and Management of Iron Works and Mining Operations in *South Wales*, to be nominated by the Parties in difference, or, in case the said Parties shall not agree on such Person, by the Commissioners of Railways, at the Instance of either of such Parties, and the Decision of such Person so nominated (who shall have Power to order the said Work to be done as required, or subject to any such Modification as he shall deem expedient and proper, or to reject such Requirement altogether,) shall be final and conclusive, and the Costs and Charges of such Arbitrator, and the Expenses of such Reference, shall be borne and paid as such Arbitrator shall direct, and he shall fix the Amount of such Costs, Charges, and Expenses.

Authorizing the making of such Bridges and other Works on the Default of the Dowlais Iron Company.

XXIV. And be it enacted, That in case the said *Dowlais* Iron Company shall refuse or neglect for Two Calendar Months to make, or for Fourteen Days to repair, the Tunnels, Archways, Culverts, Passages, and other Conveniences which shall be so required or ordered to be made as aforesaid for the Use of the same respective Proprietors, Owners, or Lessees, and Occupiers as aforesaid, after a Request made to them in Writing, then the said respective Proprietors, Owners, Lessees, or Occupiers as aforesaid shall respectively be at liberty to make or repair the same (as the Case may be) without the Molestation or Hindrance of the said *Dowlais* Iron Company, and shall be entitled respectively to charge the said *Dowlais* Iron Company with the Expense thereof; and in case of Default in Payment of the Cost thereof by the said *Dowlais* Iron Company within Ten Days after a written Demand shall be duly made on the said Company for the same, the said respective Proprietors, Owners, Lessees, or Occupiers for the Time being as aforesaid shall respectively recover the Amount thereof, with all Costs incurred by reason or in consequence of such Default of Payment, upon Application to and Proof made before and to the Satisfaction of the Court of Quarter Sessions for the County of *Glamorgan*, which Court is hereby authorized and directed from Time to Time to entertain the Matter of such Applications, and to make such Order therein touching the same, and the Costs thereof, as to the same Court shall appear just; and in case the said *Dowlais* Iron Company shall neglect or refuse to obey such Order, or to pay such Monies as shall thereby be ordered to be paid by them for Seven Days after Service of such Order at the Counting House of the said *Dowlais* Iron Company, then it shall be lawful for any Justice of the Peace for the County of *Glamorgan* and he is hereby authorized and required, on Application made to him by or on behalf of the said Proprietors, Owners, Lessees, or Occupiers as aforesaid, to issue his Warrant of Distress to levy such Monies as shall be thereby ordered to be paid on the Goods and Chattels of the said *Dowlais* Iron Company.

Distance within which Mines to be worked.

XXV. And with respect to Mines lying under or near the Railway, be it enacted, That the Distance from the Railway within which Mines may

may not be worked without such previous Notice in Writing as is provided by the said Railways Clauses Consolidation Act, 1845, having been given to the said *Dowlais* Iron Company, shall be Ten Yards.

Meaning of certain Expressions: "Proprietors for the Time being of the said Pen-y-Darran Iron Works:"

XXVI. And be it enacted, That the Expression "Proprietors for the Time being of the *Pen-y-Darran* Iron Works," and the Expression "*Pen-y-Darran* Company," or Words of a similar or like Effect to either of such Expressions, shall mean and include *William Thompson* and *Thomas Seaton Forman* Esquires, the present Owners or Lessees and Occupiers thereof, and the Survivor of them, and their respective Heirs, Executors, Administrators, and Assigns, and all such other Persons as jointly with them or any of them, or solely, as the Case may be, shall for the Time being be engaged as Owners or Lessees and Occupiers of the said *Pen-y-Darran* Iron Works, now carried on by the said *William Thompson* and *Thomas Seaton Forman*.

"Proprietors for the Time being of the Plymouth Iron Works."

XXVII. And be it enacted, That the Expression "Proprietors for the Time being of the *Plymouth* Iron Works," and the Expression "*Plymouth* Company," or Words of a similar or like Effect to either of such Expressions, shall mean and include *Anthony Hill* Esquire, the present Owner or Lessee and Occupier thereof, and his Heirs, Executors, Administrators, and Assigns, and all such other Persons as jointly with him, them, or any of them, or solely, as the Case may be, shall for the Time being be engaged as Owners or Lessees and Occupiers of the said *Plymouth* Iron Works, now carried on by the said *Anthony Hill*.

Tolls.

XXVIII. And be it enacted, That the said *Dowlais* Iron Company may demand and take any Tolls for the Use of the Railway by this Act authorized not exceeding the following; (that is to say,)

Tonnage on Articles of Merchandize.

1. In respect of the Tonnage of Articles conveyed upon the Railway, or any Part thereof, as follows:

Class 1. For all Sorts of Manure, and all undressed Materials for the Repair of Highways, and for all Coals, Culm, Ironstone and Iron Ore, *per* Ton *per* Mile not exceeding Three Farthings; and if conveyed in Carriages belonging to the said Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

Class 2. For all Coke, Charcoal, Pitwood, Limestone, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, and Sand, *per* Ton *per* Mile not exceeding One Penny; and if conveyed in Carriages belonging to the said Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

Class 3. For all Iron, Lead, Tin, and Tin Plates (except Nails, Utensils, or other Articles of Merchandize), *per* Ton *per* Mile not exceeding One Penny Farthing; and if conveyed in Carriages belonging to the said Company, an additional Sum *per* Ton *per* Mile not exceeding One Farthing:

Class 4. For all Goods, Wares, Merchandize, Matters, or Things (for which no other Payment is herein imposed), *per* Ton *per* Mile not exceeding Two-pence; and if conveyed in Carriages belonging to the said Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

And

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Sixpence:

And a Sum not exceeding Two-pence *per* Mile for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage may weigh; and if such Carriage be conveyed on a Truck or Platform belonging to the said Company, an additional Sum *per* Mile not exceeding Two-pence.

Tolls for Passengers and Animals.

2. In respect of Passengers and Animals conveyed in Carriages upon the Railway, as follows:

For every Person conveyed in or upon any such Carriage, *per* Mile not exceeding Two-pence; and if conveyed in or upon any Carriage belonging to the said Company, an additional Sum *per* Mile not exceeding One Penny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, *per* Mile not exceeding Three-pence; and if conveyed in or upon any Carriage belonging to the said Company, an additional Sum *per* Mile not exceeding One Penny:

For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the said Company, an additional Sum *per* Mile not exceeding One Farthing.

Tolls for propelling Power.

XXIX. And be it enacted, That the said *Dowlais* Iron Company may demand for the Use of Steam Engines or other moving Power, when provided by them, for propelling Carriages, any Tolls not exceeding the following; (that is to say,)

For each Passenger and Animal, Two-pence *per* Mile:

For all Goods, Articles, and Things comprised in any of the above Classes, Nos. 1, 2, and 3, One Halfpenny *per* Ton *per* Mile:

For all other Goods, Articles, and Things, One Penny *per* Ton *per* Mile in addition to and besides a Sum not exceeding One Penny in respect of each such Passenger and Animal, and not exceeding One Penny in respect of each such Ton of Goods, Articles, or Things for the Use of any stationary Engine and the Machinery and Gear connected therewith, provided by the said Company for working the Inclined Plane on the Railway hereby authorized to be made.

Regulations as to the Tolls.

XXX. And be it enacted, That the following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For all Passengers, Animals, Articles, and Things conveyed on the Railway for a less Distance than One Mile, the said Company may demand and receive the afore-mentioned Rates, Tolls, and Charges for Conveyance, as the Case may be, for One Mile:

For a Fraction of a Mile beyond One Mile the said Company may demand Tolls on Merchandize for such Fraction in proportion

to

to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers and Animals, every Fraction of a Mile beyond One Mile shall be deemed a Mile:

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

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

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

Tolls for small Parcels and single Articles of great Weight.

XXXI. And with respect to small Packages, and single Articles of great Weight, be it enacted, That the said Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels (that is to say, Parcels not exceeding Five hundred Pounds Weight each) the said Company may demand any Sum which they think fit: Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

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

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which with the Carriage shall exceed Eight Tons, the said Company may demand such Sum as they think fit.

Passengers Luggage.

XXXII. And be it enacted, That every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and fifty Pounds in Weight for each First-class Passenger, and One hundred Pounds in Weight for each Second-class and Third-class Passenger, without any Charge being made for the Carriage thereof.

Maximum Charges for Cattle and Goods.

XXXIII. And be it enacted, That with respect to the Conveyance of Animals and Goods, the maximum Rate of Charge to be made by the said Company, including the Tolls for the Use of the Railway, and of Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance, (except in respect of the Use of the stationary Engine, Machinery, and Gear provided by the said Company for the working of the said Inclined Plane, the maximum Rate of Charge in respect of the Use of which shall not exceed One Penny *per* Animal, and One Penny *per* Ton of Goods, in addition to the respective maximum Rates next herein-after mentioned, and

except loading and unloading Goods, where that Service is performed by the said Company,) shall not exceed the Sums following; (that is to say,)

For all Goods and other Articles above comprised—

In Class 1, One Penny Halfpenny *per* Ton *per* Mile:

In Class 2, One Penny Three Farthings *per* Ton *per* Mile:

In Class 3, Two-pence *per* Ton *per* Mile:

In Class 4, Three-pence *per* Ton *per* Mile.

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, *per* Mile not exceeding Sixpence:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any Carriage adapted and used for travelling on the Railway, *per* Mile not exceeding Five-pence:

For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, *per* Mile not exceeding Two-pence.

Limiting Tolls for Passengers.

XXXIV. And be it enacted, That the whole Charge for Tolls, Carriage, and locomotive Power to be made for every Passenger shall not (except in respect of the Use of the stationary Engine, Machinery, and Gear provided by the said Company for the working of the said Inclined Plane, the maximum Rate of Charge in respect of the Use of which shall not exceed One Penny *per* Passenger), if conveyed in a First-class Carriage, exceed Three-pence *per* Mile; if conveyed in a Second-class Carriage, exceed Two-pence *per* Mile; and if conveyed in a Third-class Carriage, exceed One Penny *per* Mile.

Restriction as to Charges not to apply to special Trains.

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

Meaning of the Expression "Dowlais Iron Company."

XXXVI. And be it enacted, That the Expression "*Dowlais* Iron Company" in this Act shall mean and include Sir *Josiah John Guest* Baronet and *Edward John Hutchins*, and the Survivor of them, and their respective Heirs, Executors, Administrators, and Assigns, and all the Powers, Authorities, Rights, and Privileges given by this Act to or in favour of the *Dowlais* Iron Company shall not be affected by the Decease of the said *Josiah John Guest* and *Edward John Hutchins*, or either of them, or by their respectively ceasing to be Partners in the *Dowlais* Iron Company, or by any Change in or Addition to such Company, or the Partners for the Time being composing the same, but all such Powers, Authorities, Rights, and Privileges may be had, exercised, and enjoyed in case of the Decease of the said *Josiah John Guest* and *Edward John Hutchins*, or either of them, either by the Survivor of them alone, or by the Survivor of them jointly with the Heirs, Executors, Administrators, or Assigns of such one of them as shall be deceased, or by their respective Heirs, Executors, Administrators, or Assigns jointly, or by the Heirs,

Executors,

Executors, Administrators, or Assigns of the Survivor of them only, or by such Person or Persons, or any of them, jointly with any other Person who may from Time to Time be a Partner in the *Dowlais* Iron Company.

Railway Company to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. cc. 57. 105., and 11 & 12 Vict. c. 3.

XXXVII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and Two Acts were passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, one thereof intituled *An Act for regulating the Gauge of Railways,* and the other *An Act for constituting Commissioners of Railways;* and another Act was passed in the Session of Parliament held in the Eleventh and Twelfth Years of the Reign of Her present Majesty, intituled *An Act to give further Time for making certain Railways:* Be it enacted, That anything in this Act contained shall not be held to exempt the Railway Company from the Provisions of such Acts respectively, but that such Provisions shall be in force in respect to the Railway and Company so far as the same shall be applicable thereto.

Railway to be subject to Provisions of future general Acts.

XXXVIII. Provided always, and be it enacted, That anything herein contained shall not be deemed to exempt the Railways by this or the recited Acts authorized to be made from the Provisions of any general Act relating to such Acts, or of any general Act relating to Railways, which may hereafter pass during the present Session of Parliament, or any general Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, which may pass during the present 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.

Expenses of Act.

XXXIX. And be it enacted, That all the Costs and Expenses of and incident to the obtaining and passing of this Act shall be paid by the said *Dowlais* Iron Company out of the first Monies which shall come to their Hands after the passing of this Act.

Public Act.

XL. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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