ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. lxxx.

An Act to enable the *Mid-Wales* Railway Company to make a Branch Railway from the *Mid-Wales* Railway in the Parish of *Saint Harmon* in the County of *Radnor*, to the *Manchester and Milford* Railway in the Parish of *Llangurig* in the County of *Montgomery*, and to enable the said Company to use the *Brecon and Merthyr* Junction Railways; and for other Purposes.

[22d *June* 1863.]

WHEREAS by "The *Mid-Wales* Railway Act, 1859," the *Mid-Wales* Railway Company (in this Act called "the Company"), were incorporated and authorized to make "a "Railway from *Llanidloes* in the County of *Montgomery* to *Newbridge* in "the County of *Radnor*:" And whereas by "The *Mid-Wales* Railway Extensions Act, 1860," the Company were authorized to extend the Railway by the first-recited Act authorized to be made, and by means of the Railways so authorized, and of other Railways now constructed, or in course of Construction, with which the Railways of the Company are

22 & 23 Vict. c. lxiii.

23 & 24 Vict. c. cxxxiii.

intended to form Junctions, a Through Communication will be opened between *North Wales* and the Manufacturing Districts of *England* and the Mineral and Manufacturing Districts of *South Wales* as well as with *Hereford* and other Places: And whereas it is expedient that the Company should be authorized to construct a Branch Railway from the *Mid-Wales* Railway in the Parish of *Saint Harmon* in the County of *Radnor* to the authorized Line of the *Manchester and Milford* Railway in the Parish of *Llangurig* in the County of *Montgomery*: And whereas the authorized Line of the *Mid-Wales* Railway is intended to cross a certain Turnpike Road near *Builth*, and it is expedient that the Company be authorized to divert the said Turnpike Road, and for that Purpose to make the new Roads herein-after mentioned: And whereas it is expedient that the Company be authorized to carry the said authorized Line of Railway across the said Road when diverted, and also across the other public Roads herein-after mentioned, on a Level: And whereas it is expedient that the Company should be authorized to use as herein-after mentioned the Railways of the *Brecon and Merthyr* Junction Railway Company (in this Act called "the *Brecon* Company"), and that the *Brecon* Company should in like Manner be authorized to use the Railways of the Company: And whereas it is expedient that the Company should be authorized to enter into Agreements with the *Manchester and Milford* Railway Company (in this Act called "the *Milford* Company"), and also with the *Brecon* Company, and with the *Hereford, Hay, and Brecon* Railway Company (in this Act called "the Two Companies"), for the Purposes herein-after mentioned: And whereas the Objects of this Act 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:

Short Title.

1. This Act may be cited for any Purpose as "The *Mid-Wales* Railway (*Llangurig* Branch, &c.) Act, 1863."

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

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

Interpretation of Terms.

3. In this Act the following Expressions have the several Meanings hereby attached to them respectively; (that is to say,) the Expression "the Company" means the *Mid-Wales* Railway Company, the Expression "the Two Companies" means the *Hereford, Hay, and Brecon* Railway Company and the *Brecon and Merthyr* Junction Railway Company, the Expression the "*Milford* Company" means the *Manchester and Milford* Railway Company, the Expression "the Act of 1862" means the *Mid-Wales*

Wales Railway (Deviations, &c.) Act, 1862, the Expression "the Plans of 1862" means the Plans referred to in the Third Section of the *Mid-Wales* Railway (Deviations, &c.) Act, 1862.

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

4. The Expressions "Superior Court" or "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.

Power to make Railway.

5. It shall be lawful for the Company to make and maintain a Railway (herein-after referred to as the *Llangurig* Branch) with all proper Works and Conveniences connected therewith, commencing in the Parish of *Saint Harmon* in the County of *Radnor*, in or near a certain Inclosure, numbered 200, in the Parish of *Saint Harmon*, on the Plans of 1862, and terminating in the Parish of *Llangurig* in the County of *Montgomery*, by a Junction with the authorized Line of the *Manchester and Milford* Railway, in or near a certain Enclosure, numbered 180, in the said Parish of *Llangurig*, on the Plans referred to in "The *Manchester and Milford* Railway Act, 1860."

Power to divert a Turnpike Road near Builth, and for that Purpose to make Two new Roads.

6. It shall be lawful for the Company to divert the Turnpike Road leading from *Builth* to the Village of *Llanelwedd* and other Places, and for that Purpose to make a new Road (herein called Road No. 1), commencing by a Junction with the said Turnpike Road near the Bridge which carries the said Turnpike Road over a certain Brook or Stream near the Village of *Llanelwedd*, and terminating by a Junction with the Turnpike Road leading from *Builth* to *Rhayader*, at a Point One hundred and thirty Yards or thereabouts to the North of the Turnpike Gate on the last-mentioned Turnpike Road near *Builth*; and also a new Road (herein called Road No. 2), diverging out of Road No. 1 in the Inclosure numbered on the Plans of 1862, 67, in the Parish of *Llanelwedd*, and terminating by a Junction with the said Turnpike Road leading from *Builth* to *Llanelwedd* and other Places, near a certain Inn called the "*Llanelwedd Arms*."

Railways and Roads to be made according to deposited Plans.

7. Whereas Plans and Sections of the Railway, and of the said new Roads, showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners and Lessees, or the reputed Owners and Lessees, and of the Occupiers of the Lands which may be required to be taken for the Purposes thereof respectively, have been deposited for public Inspection with the respective Clerks of theP eace for the Counties of *Radnor*, *Montgomery*, and *Brecon*: Therefore, subject to the Provisions and Powers of Deviation in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, the Railway and the said new Roads shall respectively be made in the Line or Course and upon the Lands delineated,

delineated upon 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 Provisions in this and the recited Acts contained, it shall be lawful for the Company to enter upon, take, and use such of the said Lands as may be necessary for the Purposes of the Railway and the Works connected therewith and of the said new Roads, or for any Purpose by this Act authorized.

Provision with respect to the Removal of the present Toll Gate and Toll House near Builth, on the Rhayader and Builth Turnpike Road.

8. And whereas the Diversion of the said Turnpike Road near *Builth* by this Act authorized will render necessary the Removal of the said Toll Gate and Toll House near *Builth* upon the *Rhayader and Builth* Turnpike Road: Therefore the Company shall, and they are hereby required, before they shall open for Traffic the said Roads numbered 1 and 2, or either of them, to provide Site for a new Toll House to the North of the said Point of Junction, between the Road numbered 1 and the *Rhayader and Builth* Turnpike Road, and within the Limits of Deviation defined on the said Plans, and to repay to the *Radnorshire* County Roads Board any Expense fairly incurred by them in erecting a new Toll House and in removing the said Toll Gate to the North of the said Point of Junction, after deducting from such Expense any Sum which may be obtained or obtainable by the said County Roads Board from the Sale of the existing Toll House and the Site thereof, and of the Materials of the said existing Toll House; and if any Dispute shall arise between the Company and the said County Roads Board as to the Sufficiency of the Site provided by the Company for the Erection of the said new Toll House, or as to the Amount to be paid by the Company to the said County Roads Board, in pursuance of this present Enactment, every such Dispute shall be referred to and decided by an Arbitrator to be appointed by the Board of Trade on the Application of the said County Roads Board or of the Company, and the Decision of such Arbitrator shall be final and binding upon both Parties.

Level Crossings.

9. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company in the Construction of the *Llangurig* Branch to carry the same with not exceeding a single Line of Railway (so long as the *Llangurig* Branch shall be a single Line), and with not exceeding a double Line of Railway (if the *Llangurig* Branch shall be made a double Line) across and on the Level of the Roads numbered on the Plans of the *Llangurig* Branch deposited as aforesaid as follows; (that is to say,)

No. on Plan.	Parish.	Description of Road.
369	St. Harmon - - -	Public Road.
83	Llangurig - - -	Public Road.

10. Subject

Level Crossings on authorized Line.

10. Subject to the Provisions in this Act and in the "Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company to carry the authorized Line of the *Mid-Wales* Railway, with not exceeding a single Line of Railway (so long as the same shall be a single Line), and with not exceeding a double Line of Railway (if the same shall be made a double Line), across and on the Level of the Road No. 2 by this Act authorized, and also across and on the Level of the several other Roads numbered as herein-after mentioned on the Plans of 1862; (that is to say,)

No. on Plans of 1862.	Parish.	Description of Road.
101	Talgarth - - -	Public Road.
121	Talgarth - - -	Public Road.
20	Llangorse - - -	Public Road.
32	Llanfihangel Tal-y-lyn.	Public Road.

As to shunting of Trains.

11. Provided always, That it shall not be lawful for the Company in shunting Trains to pass any Trains over such level Crossing, or to allow any Train, Carriage, Engine, or Truck to stand across the same.

Lodge to be erected at Point of crossing.

12. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Points where the Railway crosses the before-mentioned Roads on the Level, and the Company shall be subject to and abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level or with regard to the Speed at which Trains shall pass such Roads as may from Time to Time be made by the Board of Trade, and if the Company shall fail to erect or at all Times maintain such Lodge or appoint a proper Person to watch or superintend such level Crossing, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridge in lieu of level Crossing.

13. It shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the public Safety, at any Time hereafter either before or after the Railway shall have been completed and opened for Traffic, to require the Company, within such Time as the said Board shall direct, and at the Expense of the Company, to carry the said Roads, or any or either of them, across the Railway in such Manner as the Board shall direct, in lieu of crossing the same on a Level, or to execute such other Works as, under the Circumstances of the Case, shall appear to the said Board to be best adapted for removing or diminishing the Danger arising from any such level Crossing; but if any such level Crossing shall not be made or shall be discontinued it shall not be necessary for the

Company to erect or maintain any Lodge at the Point where such Road may be crossed, or to appoint any Person to watch or superintend the Crossing thereat, nor shall they be liable to any of the aforesaid Penalties for Failure so to do.

Dimensions of Arches of certain Bridges.

14. In carrying the *Llangurig* Branch over the several Roads, numbered respectively on the Plans of the *Llangurig* Branch, deposited as aforesaid, as follows, the Company may make the Bridges or Arches of Dimensions not less than the following; (that is to say,)

Number on Plans.	Parish.	Description of Road.	Height and Span of Arch.
334	St. Harmon -	Public Road -	15 Feet high, 20 Feet Span.
89	Llangurig -	Turnpike Road -	16 Feet high, 30 Feet Span.

Power to alter Engineering Works.

15. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the *Llangurig* Branch, 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."

Lands for extraordinary Purposes.

16. The Company may, by Agreement, purchase Land adjoining or near to the *Llangurig* Branch, for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," but the Quantity of Land so to be purchased shall not exceed Two Acres.

Powers for compulsory Purchases limited.

17. 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.

18. The

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

On Completion of Roads No. 1 and No. 2, a certain Portion of the Turnpike Road may be stopped up.

19. When and so soon as the Roads No. 1 and No. 2 by this Act authorized shall have been completed, the Company may stop up and discontinue the Use of so much of the said Turnpike Road leading from *Builth* to the Village of *Llanelwedd* and other Places as lies between the Commencement of Road No. 1 herein-before described, near the Village of *Llanelwedd*, and the Termination of Road No. 2 herein-before described, near the *Llanelwedd Arms* Inn.

As to Communication with the Manchester and Milford Railway.

20. The Company may make such Openings in and Alterations of the Rails of the *Manchester and Milford* Railway, and may do all such Acts and Works as are necessary in order to effect the Communication hereby authorized between the Railway and the *Manchester and Milford* Railway, and such Communication shall be effected in a substantial Manner by means of Connexion Rails and Points of the Construction and laid in the Manner which the Engineer for the Time being of the *Milford* Company may from Time to Time approve and require, and shall be executed to his Satisfaction in all respects: Provided always, that in case of Difference between such Engineer and the Engineer of the Company with respect to any Works for effecting such Communication, the same shall be determined by an Engineer to be appointed by the Board of Trade.

Expense of Communications to be borne by the Company.

21. The Expense of the Communication hereby authorized with the *Manchester and Milford* Railway, and of all the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, and amending such Communication, and for repairing and maintaining such Rails and Points, shall be borne and paid by the Company, and such Communication, Openings, and Works shall be, in the first instance made, and be afterwards from Time to Time altered, amended, repaired, and maintained under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Milford* Company, and in such Manner and by such Ways and Means respectively as shall not injure the *Manchester and Milford* Railway, or impede or interfere with the free, uninterupted, and safe Passage along the same.

Signals to be erected and maintained, and proper Persons to

22. The *Milford* Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants as that Company may deem necessary for the Prevention of Danger to or Detention

be provided by the Milford Company to prevent Danger at Point of Crossing.

Detention of, or Interference with Traffic at or near the Junction between their Railway and the *Llangurig* Branch, and the working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants shall belong exclusively to the *Milford* Company, and all the Costs and Expenses during each Half Year of erecting, and maintaining, and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants shall, at the Expiration of each Half Year, be repaid by the Company to the *Milford* Company on Demand, and, in default, the Amount of such Costs and Expenses may be recovered from the Company in any County or other Court having by Law cognizance of the Action.

Llangurig Branch to form Part of the Undertaking of the Company.

23. The *Llangurig* Branch shall be and be deemed for the Purposes of Tolls and Charges and for all Purposes whatsoever Part of the Undertaking of the Company in the same Manner and to the same Extent as if the same had been authorized to be made by the first-recited Act.

The Brecon Company may use certain Railways of the Company.

24. The *Brecon* Company and all Persons and Corporations from Time to Time lawfully working the Railways or any of the Railways of the *Brecon* Company may pass over and use with their Engines, Carriages, and Waggons of every Description, and for the Purposes of Traffic of all Kinds, all such Railways of the Company as have been or may be constructed under the Authority of any Act or Acts passed in the Year 1862 or in any Year previous to 1862, and the Stations, Sidings, Watering Places, Water Engines, Supplies of Water, Signals, Signal Posts, Works, and Conveniences belonging to or connected with such Railways; and the Company shall make all necessary Arrangements for that Purpose, and shall afford all reasonable Facilities and perform all reasonable Services for the Passage, Reception, Delivery, and Transmission of Traffic over their said Railways to and from the Railways of the *Brecon* Company, and shall make Provision for the Use by the *Brecon* Company of Booking Offices at the Stations on the said Railways of the Company, and for all other Matters necessary for facilitating the Passage over such Railways of the Traffic of the *Brecon* Company.

The Company may use certain Railways of the Brecon Company.

25. The Company and all Persons and Corporations from Time to Time lawfully working the Railways or any of the Railways of the Company may pass over and use with their Engines, Carriages, and Waggons of every Description and for the Purposes of Traffic of all Kinds all such Railways of the *Brecon* Company as have been or may be constructed under the Authority of any Act or Acts passed

passed in the Year 1862 or in any Year previous to 1862, and also a certain proposed Deviation called the *Cyfarthfa* Deviation (if such Deviation shall be authorized by any Act passed in the Year 1863), and the Stations, Sidings, Watering Places, Water Engines, Supplies of Water, Signals, Signal Posts, Works, and Conveniences belonging to or connected with such Railways, and the *Brecon* Company shall make all necessary Arrangements for that Purpose, and shall afford all reasonable Facilities and perform all reasonable Services for the Passage, Reception, Delivery, and Transmission of Traffic over their said Railways to and from the Railways of the Company, and shall make Provision for the Use by the Company of Booking Offices at the Stations on the said Railways of the *Brecon* Company, and all other Matters necessary for facilitating the Passage over such Railways of the Traffic of the Company.

Terms of User.

26. The Terms, Conditions, and Regulations to which the Company and the *Brecon* Company (and such Persons and Corporations as aforesaid) shall respectively be subject in respect of the said Use, Facilities, and Services, and the Tolls, Rents, Payments, or other Considerations to be paid by them respectively for the same, shall be such as may from Time to Time be agreed upon between the said Companies, and every Contract or Agreement made between the said Companies with respect to the Matters aforesaid or any of them shall be valid and binding on the Parties thereto; but if the said Companies shall not agree with respect to the Matters aforesaid or any of them, or if at any Time and from Time to Time any Dispute or Difference shall arise between the said Companies with respect to the Matters aforesaid or any of them, or with respect to the Construction or Mode of carrying out any Agreement which may have been made between the said Companies with reference to the Matters aforesaid or any of them, then the Matters not agreed upon or in dispute shall be from Time to Time determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Party, and the Decisions of such Arbitrator shall be binding and conclusive on all the Parties to the Arbitration, and the Costs and Expenses of such Arbitration shall be borne and paid by such of the Parties to the Arbitration as the Arbitrator shall direct, and if any of the Parties to the Arbitration shall refuse or neglect to perform, observe, and conform to any Decision given or Regulation made by any such Arbitrator in the Premises the Party so offending shall forfeit and pay to such Person, Company, or Corporation as the Arbitrator shall determine any Sum not exceeding Fifty Pounds for every such Offence, and Twenty Pounds for every Day during which such Offence shall continue.

Authorizing Arrangements with

27. It shall be lawful for the Company on the one Part, and the *Milford* Company on the other Part, from Time to Time to make and enter

the Milford Company.

enter into any Contracts and Agreements with respect to the following Purposes, or any of them:

The Joint User, Working, Maintenance, and Management by the said Companies of the *Llangurig* Branch, or any Part thereof, and of the Works or Conveniences belonging thereto:

The Costs and Expenses of such Joint User, Working, Maintenance, Management, and Repair:

The forwarding, Interchange, and Transmission upon or over the respective Railways of the said Companies, or either of them, of any Passenger or other Traffic which may be conveyed upon and from the Railways of the *Milford* Company to and along the Railways of the Company, or any Part thereof, or which may be conveyed upon and along the Railways of the Company, to and along the Railways of the *Milford* Company, or any Part thereof:

The Collection, Delivery, and general Conduct of such Traffic:

The fixing of the Tolls, Rates, and Charges to be levied or taken by the said Companies in respect of the Traffic conveyed over their respective Railways, or any Part thereof respectively, not exceeding the maximum Tolls, Rates, and Charges authorized by the Acts of Parliament relating to such Railways respectively:

The Collection, taking, and levying of the said Tolls, Rates, and Charges:

The Division between the Company and the *Milford* Company of the Receipts accruing from any Traffic upon their respective Railways, or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Consideration of any Description to be paid by either of the said Companies to the other of them by virtue of the said Agreements:

Power to make Agreements with the Two Companies.

28. The Company and the Two Companies, or the Company, or either of the Two Companies respectively, may from Time to Time make and enter into any Contracts and Agreements with respect to the following Purposes, or any of them; (that is to say,)

The Use, Working, and Maintenance by the Company of the whole or any Portion of the Railways of the Two Companies, or either of them:

The Accommodation, Interchange, and Management of Traffic on, to, from, and between the Railways of the Company and the Railways of the Two Companies, or either of them respectively, or any Part thereof respectively:

The Conveyance, forwarding, and Transmission of all or any Part of the Traffic on the Railways of the Company, and the Railways of the Two Companies respectively, or any Part thereof respectively:

The Division and Apportionment between the Company and the Two Companies respectively, or between the Company and either of the Two Companies who may be Parties to any such Agreement respec-

respectively, of the Tolls, Fares, Rates, Charges, Profits, and Receipts arising from such Traffic;

The Tolls, Rates, Duties, and Charges, or other Consideration to be charged in respect of such Traffic, or to be paid in respect of such User, and the fixing and appointing of such Tolls, Rates, Duties, and Charges, or other Consideration, or any of them:

The Appointment and Regulation of any Joint Committee of Directors of the Company, and Directors of the Two Companies, or either of those Companies:

The renewing or modifying of any Agreements so entered into.

Approval of Board of Trade.

29. No such Agreement as aforesaid 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 by this Act required.

Restrictions on Agreements between Companies.

30. No such Agreement as aforesaid 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.

31. No such Agreement as aforesaid, nor any Modification of any such Agreement, shall so far as the Terms and Conditions thereof are not authorized by "The Railways Clauses Consolidation Act, 1845," or by any other General Statute or Law from Time to Time in force with respect to the Companies Parties to the Agreement, have any Operation unless and until it be sanctioned by not less than Three Fifths of the Votes of the Shareholders of every Company Party thereto present, personally or by proxy, at a General Meeting of the respective Company, especially convened for the Purpose.

How Meetings are to be called.

32. Such Meeting 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 in which the principal Office of the Company of which the Meeting is to be held is situate; and the last of such Advertisements shall be published not less than Seven Days before such Meeting.

33. Before

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

33. Before the said Companies shall enter into any such Agreement as aforesaid, they shall give Notice of their Intention so to do, in a Form to be approved by the Board of Trade, inserted Once in each of Three successive Weeks in such Newspaper or Newspapers as the Board may direct, 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.

Agreements between Companies may be modified by the Board of Trade.

34. 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 any such Agreement, the Board of Trade may, if they think fit, cause the same to be revised, and the Board of Trade shall have Power to modify the Agreement in such Manner as the Board may 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.

If Railway worked continuously with any other Railway only One short Distance Charge to be made.

35. If the Railways of the Company, or any Part thereof, shall be worked continuously with any other Railway under the Powers to that Effect herein-before contained, Articles or Persons conveyed continuously for a less Distance than Four Miles upon the Railways of the Company, and any other Railway, shall only be charged Once as for Four entire Miles, in the same Manner as if such other Railway had formed Part of the Railways of the Company, anything in any other Act to the contrary notwithstanding.

Power to create new Shares.

36. The Company, with the Consent of Three Fifths of the Votes of the Shareholders present, in person or by proxy, at any General Meeting specially convened for the Purpose, may from Time to Time raise by the Creation and Issue of new Shares any Sum not exceeding in the whole Seventy-five thousand Pounds.

New Shares to be subject to same Incidents as present Shares.

37. The new Shares from Time to Time created and issued by the Company under this Act, and the Holders thereof, shall be subject and entitled to the like Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever in all respects as if the new Shares were Shares of the Company's original Capital under "The *Mid-Wales* Railway Act, 1859," and the Company, from Time to Time, may dispose of the new Shares at such Times, to such Persons, and on such Terms and Conditions as they think fit: Provided always, that the Company shall not issue any Share at a Discount, nor shall the Company under the Authority of this Act create or issue any preferential or guaranteed Shares.

38. One

Calls.

38. One Fifth of the total Amount of any Share issued under the Authority of this Act shall be the greatest Amount of any One Call thereon, and Three Months at the least shall be the Interval between successive Calls, and Four Fifths of the Amount of any Share shall be the greatest aggregate Amount of the Calls to be made thereon in any One Year.

Power to borrow on Mortgage.

39. The Company, from Time to Time, with the Authority of any General Meeting, may borrow on Mortgage of their Undertaking, any Sum not exceeding in the aggregate Twenty-five thousand Pounds, in addition to the Monies authorized to be borrowed by the recited Acts: Provided always, that all Mortgages granted by the Company before the passing of this Act, and which are in force at the Time of the passing of this Act, shall during their Continuance have Priority over all Mortgages granted by virtue of this Act: Provided also, that the Company shall not borrow any Money under the Authority of this Act until the whole of the additional Share Capital which the Company are by this Act and by the recited Acts authorized to raise, has been subscribed, and One Half thereof paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said Capital 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.

Application of Monies raised under this Act.

40. All Monies which the Company are by this Act authorized to raise, either by new Shares or by Mortgage, shall be applied only to the Purposes of the *Llangurig* Branch.

Certain Provisions of 8 & 9 Vict. c. 16. incorporated.

41. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845,"—

"With respect to the Distribution of the Capital of the Company "into Shares;

"With respect to the Transfer or Transmission of Shares;

"With respect to the Payment of Subscriptions and the Means "of enforcing the Payment of Calls;

"With respect to the Forfeiture of Shares for Nonpayment of Calls;

"With respect to the Remedies of Creditors of the Company against "the Shareholders;

"With respect to the Consolidation of the Shares into Stock;

"With respect to the making of Dividends;

"With respect to the borrowing of Money by the Company on "Mortgage or Bond;

"With respect to the Conversion of the borrowed Money into Capital; "and

"With respect to the Provision to be made for affording Access to the "Special Act;"

shall be incorporated with this Act, and shall respectively apply to all Shares and Capital created, and Monies borrowed under the Powers of this Act; and in those incorporated Clauses and Provisions the Expressions "the Capital," and "the Capital of the Company," shall mean the additional Share Capital by this Act authorized to be raised, and the Expression "the Undertaking," shall include all the Railways and Undertaking of the Company by this Act and the recited Acts respectively authorized.

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

42. The Company shall not out of any Money by any Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be created: Provided always, that the Company may pay to any such Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

43. The Company shall not out of any Money by any Act relating to the Company authorized to be raised for the Purpose of such Act or Acts 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 authorizing the Company to construct any Railway, or to execute any other Work or Undertaking.

Deposit may not be repaid until Line opened, or Half the Capital paid up and expended, except in Execution of Bond, &c.

44. Whereas, pursuant to the Standing Orders of both Houses of Parliament and to an Act of the Ninth Year of the Reign of Her present Majesty, Chapter Twenty, a Sum of Six thousand Pounds, being Eight Pounds *per Centum* on the estimated Cost of the *Llangurig* Branch, has been deposited with the Court of Chancery in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said Act, the said deposited Sum, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivor or Survivors of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the *Llangurig* Branch, either open the said *Llangurig* Branch for the public Convenience 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 Capital by this Act authorized to be raised by means of Shares, and have expended, for the Purposes of the

Llangurig

Llangurig Branch, 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 *Llangurig* Branch, 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 deposited Sum 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 and transferred by the Officer or Person in whose Name they shall then be deposited or invested, to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that, at any Time after the passing of this Act, if a Bond in twice the Amount of the said deposited Sum shall have been executed by the Company with One or more Sureties (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said deposited Sum if the Company shall not within the Time limited for the Completion of the *Llangurig* Branch either open the *Llangurig* Branch for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or 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 Survivor or Survivors of them; 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 of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Fact so certified.

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

45. Nothing in this Act contained shall be deemed or construed to exempt the Railway by this Act authorized to be constructed, or the Company, from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies now in force, or which may hereafter pass during the present or

or any future Session of Parliament, or from any future Revision and Alteration under the Authority of Parliament of the Rates of Fares and Charges, and of the maximum Rates for small Parcels, authorized by any Act relating to the Company.

Expenses of Act.

46. All Costs, Charges, and Expenses of and incidental to the passing of this Act, and preparatory thereto, shall be paid by the Company.

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