ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. cxxxix.

An Act to authorize the Construction of Railways in *Glamorganshire*, to be called "The *Ogmore Valley* Railways." [13th *July* 1863.]

WHEREAS the making of a Railway from the *Llynvi Valley* Railway to *Melin-Evan-Du*, and a Railway from *Melin-Evan-Du* to *Nant-y-Moel*, with a Branch Railway to *Llys-Cwm-Llorog*, all in the County of *Glamorgan*, would be of great public Advantage: And whereas the estimated Expense of the said Railways and Branch Railway is Seventy thousand Pounds, and the Persons herein-after named, with others, are willing at their own Expense to construct such Railways and Branch Railway: And whereas Plans and Sections of the said Railways and Branch Railway, showing the Lines and Levels thereof, with a Book of Reference to the Plans, containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the said Railways and Branch Railway will pass, have been deposited with the Clerk of the Peace for *Glamorganshire:* And whereas it is expedient that Provision should be made for enabling the Company herein-after incorporated and the *Llynvi Valley* Railway Company to enter into and carry into effect such Arrangements and Agreements as are herein-after authorized with respect to the Working, User, and Maintenance of the intended Railways

and Branch Railway, and the Transmission and Interchange of the Traffic of the Companies, and the Apportionment of the Profits arising therefrom, and that Provision should be made for the passing over and using by the Company herein-after incorporated of the Undertaking of the *Llynvi Valley* Railway Company, and for securing the Transmission of the Traffic of each Company over the Undertaking of the other: And whereas the Purposes aforesaid cannot be accomplished 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:

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

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," (except such Parts thereof respectively as are expressly varied by this Act) shall be incorporated with and form Part of this Act.

Short Title. Interpretation of Terms.

2. This Act may be cited as "The *Ogmore Valley* Railways Act, 1863;" and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common simple Contract Debt, and not a Debt or Demand created by Statute.

Subscribers incorporated.

3. *John Brogden*, *Stephen Mitcalfe*, and *Alexander Brogden*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking hereby authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways herein-after described, with all proper Works and Conveniences belonging thereto, according to the Provisions of the herein-before mentioned Acts and of this Act, and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Ogmore Valley* Railways Company" (in the subsequent Parts of this Act called "the Company"), and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have the Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions herein and in the herein-before mentioned Acts contained.

Capital.

4. The Capital of the Company shall be Ninety thousand Pounds, and shall be divided into Four thousand five hundred Shares of Twenty Pounds each.

5. Four

Calls.

5. Four Pounds *per* Share shall be the greatest Amount of any One Call which the Company shall be authorized to make on the Shareholders, and Three Months at least shall be the Interval between successive Calls, and not more than Three Fourths of the Amount of a Share shall be called up in One Year on each Share.

Interest or Dividends not to be paid on Calls.

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

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

7. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be 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 borrow on Mortgage.

8. It shall be lawful for the Company at any Time, or from Time to Time, to borrow on Mortgage any Sum or Sums of Money not exceeding in the whole the Sum of Thirty thousand Pounds: Provided always, that no Part of the said Sum of Thirty thousand Pounds shall be borrowed until the Sum of Ninety thousand Pounds shall have been subscribed for, and One Half thereof paid up, and until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that such Capital of Ninety thousand Pounds has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, of which Proof having been given, the Certificate of such Justice under that Section shall be sufficient Evidence.

All Monies raised to be applied for the Purposes of the Act.

9. All Monies raised by the Company under the Powers of this Act shall be applied for the Purposes of this Act, and for no other Purpose whatsoever.

Arrears may be enforced by the Appointment of a Receiver.

10. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver; but in order to authorize the Appointment of such Receiver, in the event of the Principal Monies due

due on such Mortgages not being duly paid, the Amount owing to the Creditors by whom such Application shall be made shall not be less than Five thousand Pounds in the whole.

Meetings of the Company.

11. The First General Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* and *August*, or such other Months as the Directors shall from Time to Time appoint.

Quorum of General Meetings.

12. The Quorum of General Meetings of the Company shall be Ten Shareholders present, personally or by proxy, holding in the aggregate not less than One Twentieth Part of the Capital of the Company.

Number and Qualification of Directors.

13. Subject to the Provisions herein contained for reducing the Number of the Directors, the Number of Directors shall be Five, and the Qualification of a Director shall be the Possession of Twenty-five Shares in the Undertaking.

Power to vary Number of Directors.

14. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the Number be not at any Time less than Three.

First Directors.

15. *John Brogden*, *Stephen Mitcalfe*, *Alexander Brogden*, *Henry Rawson*, and *James Brogden* shall be the First Directors of the Company.

Quorum of Directors.

16. The Quorum of a Meeting of Directors shall be Three when the Number of Directors is more than Three, and shall be Two when the Number of Directors is reduced to Three.

Election of Directors at First General Meeting.

Subsequent Election of Directors.

17. The Directors appointed by this Act, or such of them as shall not die or resign, or become disqualified to act, shall continue in Office until the First General Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them as they shall think fit, or may elect a new Body of Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter, 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

shall continue to be Directors until others are elected in their Stead in the Manner provided by "The Companies Clauses Consolidation Act, 1845."

Power to make the Railways according to the deposited Plans.

18. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways herein-after described, with all proper Works, Approaches, and Stations, in the Lines and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined in the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose.

Description of Railways.

19. The Railways hereby authorized will be all in the County of *Glamorgan*, and will be as follows; (that is to say,)

1. A Railway (No. 1) commencing in the Hamlet of *Ynysawdre*, in the Parish of *Saint Bride's Minor*, by a Junction with the Main Line of the *Llynvi Valley* Railway in a Field or Coppice distinguished in the Plans referred to in the Forty-ninth Section of "The *Llynvi Valley* Railway Act, 1855," by the Number 1 in the last-mentioned Parish, and at or near to the Occupation Bridge of Major *John Popkin Traherne*, and terminating in a Meadow in the Parish of *Llangeinor*, the Property of Mrs. *Blandy Jenkins*, in the Occupation of *Henry Evans* (which Meadow is situate near the River *Ogwr*, about One hundred Yards to the North-west of but on the opposite Side of that River from an Inn known by the Sign of "The *Fox and Hounds*" in the Village or Hamlet of *Melin-Evan-Du* otherwise *Melin-Du*, in the Parish of *Llandyfodwg*,) and passing from, in, through, over, or into the several Parishes, Hamlets, or Places of *Ynysawdre*, *Saint Bride's Minor*, *Llangeinor*, *Coychurch*, and *Llandyfodwg*:
2. A Railway (No. 2) commencing in the said Meadow (herein-before described) in the Parish of *Llangeinor*, the Property of Mrs. *Blandy Jenkins*, in the Occupation of *Henry Evans*, by a Junction with the intended Railway No. 1 at its herein-before described Point of Termination at *Melin-Evan-Du* otherwise *Melin-Du*, and terminating in the Parish of *Llangeinor* on the free Common or uninclosed Land there, and near to the Border of such free Common or uninclosed Land, about Three hundred and fifty Yards in a westerly Direction from a Farmhouse called "*Nant-y-Moel*," (which said Farmhouse is the Property of *William Llewellyn* Esquire, and is in the Occupation of *Thomas Jones*,) and passing from, in, through, over, or into the several Parishes or Places of *Llangeinor* and *Llandyfodwg*:
3. A Railway (No. 3) situate wholly in the said Parish of *Llangeinor*, and commencing by a Junction with the intended Railway No. 2 in a Piece of Pasture Land belonging to Mrs. *Blandy Jenkins*,

and in the Occupation of *Richard Thomas*, on the North-west Side of the River *Ogwr*, and about Four hundred Yards North of a Bridge called "*Pont-y-Ffwryn*," which carries the Road from *Melin-Evan-Du* otherwise *Melin-Du* to *Llangeinor* over the River *Ogwr*, and terminating within and near to the Border of the said free Common or uninclosed Land, about Five hundred and fifty Yards to the North-west of a House called "*Llys-Cwm-Llorog*," which said House is the Property of the Countess Dowager of *Dunraven*, and was formerly in the Occupation of *Llewellyn Rees* deceased, and is now in the Occupation of *Thomas Jones*.

Gauge of Railways.

20. The Railways by this Act authorized shall be laid down upon the Broad Gauge of Seven Feet, and may also be laid down upon the Narrow Gauge of Four Feet Eight Inches and a Half: Provided that the Company may, whenever the adjoining Railway Companies shall obtain Power to take up the Broad Gauge upon their Railways, abandon the Broad Gauge upon the Railways of the Company.

Power to alter Engineering Works.

21. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railways, may deviate from the Line and Levels of any Arches or Viaducts described in the deposited Plans or Sections of the Railways, so as the Deviations be made within the Limits of Deviation shown on the said 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 said 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 Certificates, provided it shall appear to the Board 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."

Power to use Stationary Engines for Inclines.

22. The Company may erect and work with suitable Apparatus a Stationary Engine at or near the Western Terminus of Railway No. 2, and by means thereof work the Traffic of such Railway up and down an Incline between such Terminus and any convenient Point between it and the Point marked Four Miles on the deposited Plan of such Railway, and

and may erect and work with suitable Apparatus another Stationary Engine at or near the North-western Terminus of Railway No. 3, and by means thereof work the Traffic of that Railway up and down an Incline between that Terminus and any other convenient Point on that Railway.

Junction with Llynvi Valley Railway to be made in manner most approved.

23. The Junction of the Railway with the *Llynvi Valley* Railway shall be effected by means of Junction Rails and Points, with proper Signals in connexion therewith, of the Construction most approved, and in every Case to the reasonable Satisfaction of the Engineer of the *Llynvi Valley* Railway Company, or, in case of Difference, in such Manner as shall be determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Company, and shall for ever thereafter be well and sufficiently maintained and kept in good and proper Repair by the Company; and if by reason of any of the Works or Proceedings of the Company the *Llynvi Valley* Railway, or any of the Works connected therewith, shall from Time to Time be injured or damaged, such Injury or Damage shall forthwith be made good by the Company at their own Expense, or in the event of their failing so to do, then the said *Llynvi Valley* Railway Company may from Time to Time make good such Injury or Damage, and recover the Expenses thereof against the Company.

Damage to Llynvi Valley Railway to be made good.

Works at Junction to be done to Satisfaction of Engineer.

24. The Expense of such Junction, and of all requisite Works for effecting the same, and of the Signals in connexion therewith, and of all Repairs thereof respectively, shall be paid by the Company, and those Works and Repairs shall on every Occasion be done and maintained and kept in repair in such Manner as not to injure the *Llynvi Valley* Railway, and under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer of the *Llynvi Valley* Railway Company, or, in case of Difference, to the Satisfaction of an Arbitrator to be appointed by the Board of Trade on the Application of either Company, and in default of the Works and Repairs being so done and maintained, or being so kept in repair by the Company, the same respectively may be done, maintained, and kept in repair (as the Case may be) by the *Llynvi Valley* Railway Company, and in that Case the Expense thereof shall thereupon be forthwith repaid to that Company by the Company, and may in case of Nonpayment be recovered from the Company in any Court of competent Jurisdiction.

Signals, &c. may be maintained by the Llynvi Valley Railway Company to prevent Danger at Junction.

25. The *Llynvi Valley* Railway Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, Switchmen, and other Persons as that Company deem necessary for the Prevention of Danger, or Detention to or Interference with Traffic, at or near the Junction between the Railway firstly hereby authorized and the

the *Llynvi Valley* Railway, and the Expense of working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, Switchmen, and other Persons, shall at the End of every Half Year be repaid by the Company to the *Llynvi Valley* Railway Company on Demand, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *Llynvi Valley* Railway Company in any Court of competent Jurisdiction; and in case any Difference shall arise between the Two Companies touching any of the Matters provided for by this present Clause, every such Difference shall be determined by an Arbitrator, to be appointed by the Board of Trade on the Application of either Company.

Not to take Lands, &c. of Llynvi Valley Railway Company without Consent.

26. With respect to any Land of the *Llynvi Valley* Railway Company which the Company are by this Act authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but only an Easement or Right of using the same, for the Purposes for which but for this Enactment the Company might purchase and take the same, and nothing in this Act shall authorize or enable the Company to take or enter upon any Land or Property belonging to the *Llynvi Valley* Railway Company, or alter, vary, or interfere with the *Llynvi Valley* Railway, or any of the Works thereof, further or otherwise than is necessary for conveniently effecting the Junction authorized by this Act, without the Consent in Writing of the *Llynvi Valley* Railway Company in every Instance for that Purpose first had and obtained.

Saving Rights of the Llynvi Valley Railway Company.

27. Nothing in this Act shall prejudice, diminish, alter, or take away, farther or otherwise than is expressly done, any of the Powers or Authorities vested in the *Llynvi Valley* Railway Company.

Lands for extraordinary Purposes.

28. The Quantity of Land to be purchased by the Company for extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Six Acres.

Powers for compulsory Purchases limited.

29. The Powers of the Company for the compulsory Purchase of Land for the Purposes of the Railways shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Railways.

30. The Railways hereby authorized shall be completed within Five Years from the passing of this Act; and on the Expiration of such Period the Powers by this or the herein-before mentioned Acts granted to the Company for executing the said Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways as shall then be completed.

31. Whereas,

Security for Completion of Railways within the Time limited.

31. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Five thousand six hundred Pounds, being Eight *per Centum* upon the Amount of the Estimate in respect of the Railways authorized by this Act, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the Sum of Five thousand six hundred Pounds so deposited as aforesaid in respect of the Application for this Act, 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 Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railways hereby authorized to be made, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall, immediately from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid 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 Sum of Five thousand six hundred Pounds 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 Sum of Five thousand six hundred Pounds, if the Company shall not, within the Time limited for the Completion of the said Railways, either open the said Railways 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 said 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 Survivors or Survivor 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 said Lords Commissioners that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

32. It shall be lawful for the Company to demand any Tolls for the Use of the Railways, not exceeding the following; (that is to say,)

Tonnage on Articles of Merchandise.

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

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 One Halfpenny; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Eighth of a Penny:

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 Company, an additional Sum *per* Ton *per* Mile not exceeding One Eighth of a Penny:

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

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

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 One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

2. In

Tolls for Passengers and Animals.

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

For every Person conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding Three Halfpence:

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 Threepence; and if conveyed in or upon any Carriage belonging to the 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 Company, an additional Sum *per* Mile not exceeding One Farthing.

Tolls for propelling Power.

33. The 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 or Animal, One Penny *per* Mile; for Coals, Coke, Ironstone, and Iron Ore, and for all Iron, Lead, Tin, and Tin Plates (except Nails, Utensils, and other Articles of Merchandise), Three Eighths of a Penny *per* Ton *per* Mile; and for all other Goods, One Halfpenny *per* Ton *per* Mile.

Regulations as to the Tolls.

34. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Articles or Persons conveyed on the Railways for a less Distance than Three Miles, the Company may demand and receive the above-mentioned Rates, Tolls, and Charges for Conveyance, as the Case may be, for Three Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Merchandise for such Fraction in proportion 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, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the 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

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.

35. And with respect to small Packages and single Articles of great Weight, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage (over the whole or any Part of the Railways) of small Parcels not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence:

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence:

For Parcels exceeding Fifty-six Pounds the Company may demand any Sum which they think fit:

Provided always, that Articles sent in 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, Bob, or single Piece of Machinery, or single Piece of Timber or Stone, or any other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they may from Time to Time 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, or which on account of the Length thereof may require more than One Carriage, the Company may demand such Sum as they think fit.

Passengers Luggage.

36. Any Person travelling upon the Railways of the Company 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 or Third-class Passengers, without any Charge being made for the Carriage thereof.

Maximum Charges for Cattle and Goods.

37. With respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rate of Charge to be made by the Company, including the Tolls for the Use of the Railways, and of Waggons or Trucks,

Trucks, and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the Sums following; (that is to say,)

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 One Penny:

For all Coke, Charcoal, Pitwood, Limestone, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, and Sand, One Penny Halfpenny *per* Ton *per* Mile:

For all Iron, Lead, Tin, and Tin Plates (except Rails, Utensils, or other Articles of Merchandise), One Penny Halfpenny *per* Ton *per* Mile:

For all Goods, Wares, Merchandise, Matters, or Things (for which no other Payment is herein imposed), Threepence *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, and not exceeding One Penny Halfpenny for every additional Quarter of a Ton which such Carriage may weigh:

For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, *per* Mile not exceeding Fivepence:

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, *per* Mile not exceeding Fourpence:

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

Maximum Charges for Passengers.

38. Provided always, That the maximum Rate of Charges to be made by the Company for the Conveyance of Passengers, including the Tolls for the Use of the Railways and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance, shall not exceed the following Sums; to wit,

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

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

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

Restriction as to Rates not to apply to Special Trains.

39. The Restriction as to the Rate of Charges shall not extend to any Special Train required to be run upon the Railways, but shall apply only to the Express and Ordinary Trains appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railways.

Power to charge extra for Animals or Goods by Agreement.

40. The Company may, notwithstanding anything in this Act contained, take by Agreement with the Owner or Person in charge of any Goods or Animals, for the Conveyance thereof (other than small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto, any increased Charges above the Charges by this Act limited or authorized with respect to such Goods, Animals, and small Parcels respectively.

Power to contract with Owners of private Lines of Railway communicating with Collieries, &c.

41. Subject to the Provisions of "The Railways Clauses Consolidation Act, 1845," for preventing the prejudicing or favouring of particular Parties, the Company, with the Consent of the Owners of or other Persons interested in any private Lines of Railway which now are or heretofore have been or at any Time hereafter may be used for the Conveyance of Coals, Iron Ore, or other Minerals, Materials, Articles, or Things to or from any Colleries, Mines, Quarries, or Works with which such private Lines of Railway communicate, may convey upon such private Lines of Railway Coals, Iron Ore, Minerals, Materials, and other Articles and Things passing to or from such Colleries, Mines, Quarries, or Works, upon such Payments and subject to such Conditions as may be mutually agreed upon for such Service.

Power to use the Llynvi Valley Railway between the Junction and Tondu Ironworks.

42. The Company having at the Instance of the *Llynvi Valley* Railway Company relinquished a Branch Railway which was shown in the said deposited Plans, Sections, and Book of Reference from the Company's Railway (No. 1) to the *Tondu* Ironworks, the Company and the Owners and Lessees for the Time being of the *Tondu* Ironworks may respectively, with their Engines and Carriages of every Description, and with their Clerks, Officers, and Servants, pass over and use the Railway and Works constituting the Undertaking of the *Llynvi Valley* Railway Company, between a Point Six hundred Yards North of the Junction of the Company's Railway (No. 1) with the *Llynvi Valley* Railway and the present Junction of the *Tondu* Ironworks with that Railway, for all Purposes of Goods or Mineral Traffic passing from or to the Company's Railway (No. 1) to or from the *Tondu* Ironworks; and, subject to any future Agreements in respect to the Payments to be made for such Use, the Company or the Owners or Lessees of the *Tondu* Ironworks shall pay to the *Llynvi Valley* Railway Company, who shall accept in respect of the said Use the following Payments in lieu of all other Tolls, Rates, and Charges for the same, (that is to say,) for each Ton of Minerals One Penny, and for each Ton of all other Traffic Twopence.

Power to further use the Llynvi Valley Railway.

43. The Company may, with their Engines and Carriages of every Description, and with their Clerks, Officers, and Servants, pass over and use all such Parts of the Railway and other Works constituting the Undertaking of the *Llynvi Valley* Railway Company as lie to the South of the Junction therewith of the Railway (No. 1) of the Company, and

Six

Six hundred Yards to the North thereof, and may use the Stations, Watering Places, Booking Offices, Landing Places, Sidings, Works, and Conveniences connected with the said Undertaking, and lying South of the said Junction, for all Purposes of Goods and Minerals only, and the Company shall pay to the *Llynvi Valley* Railway Company, who shall accept in respect to the last-mentioned Use the following Payments in lieu of all other Tolls, Rates, and Charges for the same, (that is to say,) for each Ton of Minerals carried from or to the said Railway (No. 1) to or from *Porth Cawl*, the Sum of Tenpence, and for all other Traffic between the said Junction and any Place South thereof, the same Charges as are for the Time being made by and paid to the *Llynvi Valley* Railway Company for like Traffic conveyed between *Tondu* and the same respective Places South of the said Junction: Provided always, that if and whenever in any Year ending on the Thirty-first *December* the Quantity of Coals passing from the Railway of the Company over the Undertaking of the *Llynvi Valley* Railway Company to *Porth Cawl* either shall (as a First Alternative) amount to Two hundred thousand Tons, or before amounting alone to that Quantity, shall (as a Second Alternative), together with the Quantity of Coals carried in the same Year upon the same Undertaking for the Owners or Lessees for the Time being of the *Tondu* Ironworks between any Collieries or Works of such Owners or Lessees upon or near the said Undertaking and any other Station on the same, not including the Junction therewith of the Railway (No. 1) of the Company, amount to Three hundred thousand Tons, then the said Sum of Tenpence *per* Ton shall, in respect to all Traffic to which that Payment would otherwise have applied, be reduced for the whole of that Year to Three Fourths of that Amount, but so nevertheless that the aggregate Amount in Money of the said Three Fourths for the Year shall not be less in the First Alternative than the aggregate Amount of the Tonnages at Tenpence *per* Ton upon Two hundred thousand Tons, nor less in the Second Alternative than the aggregate Amount of the Tonnages at Tenpence upon so many Tons of Coals as at the Time of the said mixed Quantity of Three hundred thousand Tons mentioned in the Second Alternative being reached shall have passed from the Railway of the Company to *Porth Cawl* aforesaid, and in either Case any Payments previously made in or for the same Year of Reduction in respect of the said Traffic in excess of such minimum aggregate Amount shall be allowed by the *Llynvi Valley* Railway Company: Provided also, that if and whenever the locomotive Power for hauling the Mineral and other Traffic hereinbefore in this Section mentioned, other than that to which the said Payments of One Penny and Twopence *per* Ton apply, is provided by the Company, or otherwise than by or on behalf of the *Llynvi Valley* Railway Company, the Payments which but for this present Proviso would be payable for the same to the *Llynvi Valley* Railway Company, including the respective minimum aggregate Amounts mentioned in the

the last preceding Proviso, shall be respectively reduced by One Fifth Part thereof.

Byelaws of Llynvi Valley Railway Company to be observed.

44. The Company in passing over or using the Railway and Works constituting the Undertaking of the *Llynvi Valley* Railway Company, and in using the Stations and Conveniences thereof in accordance with the Provisions herein-before mentioned, shall at all Times observe the Regulations and Byelaws of that Company for the Time being in force, so far as such Byelaws shall be applicable to the Company.

Facilities to be afforded by the Company and the Llynvi Valley Company.

45. The *Llynvi Valley* Railway Company and the Company shall give and afford each to the other all reasonable Accommodation and Facilities for the Passage, Interchange, and Transmission of the Traffic to and from their respective Railways; and in every Case of alleged Breach or Nonobservance of this Clause by either Company, or of Difference between the Two Companies in respect of any Subject Matter of this Clause, the Matter shall be referred to and determined by an Arbitrator, to be appointed by the Board of Trade on the Application of either Company; and such Arbitrator shall have Power to award any Damages and Costs in respect of any Breach or Nonobservance, and to award and determine what shall be done by both or either of the Companies for giving full Effect to this Clause.

Arbitrator's Award to be binding, and Costs.

46. The Award and Determination of every Arbitrator appointed between the Company and the *Llynvi Valley* Railway Company, in accordance with this Act, shall be binding and conclusive on the Parties in difference as to the Matters referred, and the Costs and Expenses of each Arbitration shall be paid as the Arbitrator shall direct.

Power to make Traffic Arrangements with other Companies.

47. Subject to the Provisions of this Act, the Company on the one hand and the *Llynvi Valley* Railway Company on the other hand may from Time to Time enter into and carry into effect Arrangements and Agreements for or with respect to the following Purposes or any of them; (that is to say,)

The Working, Use, Management, Maintenance, and Repair of the Railways hereby authorized, or any of them, and the Collection, Conveyance, and Conduct of the Traffic thereof, and the Supply of Rolling or Working Stock and Machinery, or of any Officers or Servants required for such Purposes:

The Transmission of Traffic upon or over the Railways of the *Llnyvi Valley* Railway Company and the Railways hereby authorized, and the Interchange of Traffic between the respective Railways of the contracting Companies:

The fixing and ascertaining and the Division and Apportionment between the contracting Companies of the Tolls, Rates, and Charges arising from such Traffic.

48. During

Railways to be deemed continuous.

48. During any such Working Arrangement, in estimating the Tolls and Charges to be paid in respect of Articles or Persons conveyed over the Railways or any Parts of the Railways of the contracting Companies, the Distances traversed shall be reckoned continuously on such Railways as if they were One Railway.

Conditions of such Agreements.

49. All such Agreements shall be subject to the Approval of the Board of Trade, and no Agreement authorized by this Act shall in any Manner increase or diminish, alter or affect, any of the Tolls, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized and entitled to demand or take from any Person, but all other Persons 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 and Charges, as if the Agreement were not entered into.

To be first approved by the Shareholders.

50. No such Agreement shall have any Operation or Effect unless and until it be submitted to and be approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at Extraordinary Meetings of the respective Companies Parties to such Agreement specially convened for the Purpose.

Agreement between Companies may be modified if required by Board of Trade.

51. If at the Expiration of Ten Years from the making of any such Agreement for which the Approval of the Board of Trade is required by this Act, and so on from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms and Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of the Agreement, in such Manner as the Board of Trade may think necessary for removing the public Injury, and the Agreement shall be modified accordingly.

Public Notice at End of decennial Periods.

52. The Company, previous to the Expiration of each decennial Period, shall give such public Notice as the Board of Trade shall prescribe, that the Board is about to enter into such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Saving General Right to contract.

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

Appointment of Joint Committee for carrying Agreements into effect.

54. Subject to the Provisions of this Act, the contracting Companies may, by any such Contract or Agreement, otherwise appoint a Joint Committee, composed of such Number of the respective Directors or Officers of those Companies as they may respectively think proper, and from Time to Time may alter, vary, and renew any such Committee as

Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the contracting Companies respectively as may be necessary for carrying into effect the Purposes of such Contract or Agreement; and every such Joint Committee so appointed shall have and exercise the Powers so for the Time being delegated to them in like Manner as the same might have been had and exercised by the contracting Companies respectively, or their respective Directors.

Authorizing Sale of Lands belonging to the Duchy of Lancaster, and providing for Application of Purchase Money.

55. And whereas Part of the Lands which may be required for the Purposes of this Act belong to the Queen's most Excellent Majesty, in right of Her Duchy of *Lancaster:* Be it enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster* for the Time being to agree with the Company for the absolute Sale in Fee Simple of the Lands, or any Part thereof, of or belonging to Her said Majesty, in right of Her said Duchy, which shall be required for the Purposes of this Act, at or for such Price or Compensation in Money, and upon such Terms and Conditions, as shall be settled and agreed upon between the said Chancellor and Council and the Company; and upon Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy in the Name of Her said Majesty, Her Heirs and Successors, to convey the same Lands and the Fee Simple and Inheritance thereof to the Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase Money or Consideration for the same Lands shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same either shall and may be invested in the Purchase of Bank Annuities according to the Powers and Provisions contained or referred to in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to improve the Land Revenue of the Crown in* England, *and also of His Majesty's Duchy of* Lancaster, with respect to the Purchase Money to be paid for Property belonging to the Crown within the Survey and Receipt of the said Duchy under the therein recited Acts; or the same or any Part thereof may either without any previous Investment, or after such, and either alone or together with any other Monies which shall for the Time being have arisen or shall hereafter arise from the Sale of Lands and Hereditaments, Part of the Possessions of the said Duchy, be laid out according to the Provisions of an Act passed in the Fifty-seventh Year of His said Majesty King *George* the Third, intituled *An Act for ratifying Articles of Agreement entered into by the Right Honourable* Henry Hale *Viscount* Gage *and the Commissioners of His Majesty's Woods and Forests and Land Revenues, and for the better Management and Improvement of the Land Revenues of the Crown;* or the said Monies, and also any such other Monies, whether previously invested or not, or any Part thereof respectively, may be laid out in the Purchase of

48 Geo. 3. c. 73. (*Pub.*)

57 Geo. 3. c. 97. (*Pub.*)

of Lands which in the Judgment of the said Chancellor and Council shall be deemed convenient to be held with any Possession of the said Duchy, as the Chancellor and Council for the Time being of the said Duchy shall direct by any Order or Orders in that Behalf; and the said Chancellor and Council shall, for the Purposes of this Act, have and be entitled to all such Powers and Provisions in reference to the Monies (if any) so invested in Bank Annuities, and so to be laid out and invested as aforesaid, as under or by virtue of the said recited Act of the Fifty-seventh Year of King *George* the Third they are entitled to concerning any Sums or Funds of or belonging to the Duchy of *Lancaster* in the same Act particularly mentioned or referred to; and the Lands and Hereditaments (if any) so purchased on behalf of the said Duchy as aforesaid shall be conveyed and assured to the Use of Her Majesty, Her Heirs and Successors, in right of Her said Duchy of *Lancaster*, and shall vest in Her said Majesty, Her Heirs and Successors, in the same Right and as fully and effectually as the Lands to be conveyed to the Company were vested in Her immediately before such Conveyance, and be held with the like Incidents and be subject to the same Application to all Intents and Purposes as the said Lands so to be conveyed to the Company were held by Her immediately before such Conveyance; and every such Conveyance to the Use of Her Majesty, Her Heirs and Successors, may be in the Form marked X., in the Schedule to this Act annexed, or as near thereto as may be.

Authorizing the Enfranchisement of Copyhold Lands belonging to the Duchy of Lancaster.

56. And whereas Part of the Lands which may be required for the Purposes of this Act are held by Copy of Court Roll or other Customary Tenure of Honours, Manors, or Lordships belonging to the Queen's most Excellent Majesty, in right of Her Duchy of *Lancaster*: Be it enacted, That it shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the Company for the Enfranchisement, subject nevertheless and without Prejudice to any Lease which may be for the Time being subsisting of any such Manor, Honour, or Lordship of any such Copyhold or Customary Lands, and for the Release and Discharge of the same Lands of and from all or any of the Rents, Suits, and Services which, by the Custom of such Manors, Honours, or Lordships, the same Lands may be charged with or liable to, at or for such Price or Compensation in Money, and upon such Terms and Conditions, and with such Reservations as shall be settled and agreed upon between the said Chancellor and Council and the Company; and in case the same Lands shall be subject and liable jointly with any other Lands to any such Rents, Suits, or Services, it shall be lawful for the said Chancellor and Council to agree, as well with the Company as also with the Tenant or Proprietor of such other Lands, for the Release or Apportionment of such Rents, Suits, and Services, either with or without any Consideration being paid for the same; and upon any such Agreement for Enfranchisement, Release, or Apportionment,

Apportionment, it shall be lawful for the said Chancellor and Council, by any Deed or Writing under the Seal of the said Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to release the Lands so to be enfranchised or released, as the Case may be, from all Customary Fines, Rents, Suits, and Services, or such of them or such Part or Parts thereof as shall be agreed to be released to the Company and their Successors for ever, to be holden by the Company and their Successors, as of the Honour or Manor whereof they are or were Parcel, in Free and Common Socage; and the Purchase Money or Compensation for every such Enfranchisement, and also (if any) for every such Release, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be applied and disposed of in the Manner and for the Purposes herein directed of and concerning any other Monies which shall come to his Hands by virtue of this Act; and every such Release of Lands as aforesaid, if the same shall be made previously to the Purchase or Acquisition by the Company of the Estate and Interest of the Copyhold or Customary Tenant of such Lands, shall, after such Purchase or Acquisition, operate and take effect as if the Company had been in possession of the Lands at the Time of the Execution of such Release: Provided always, that the Enfranchisement of any such Copyhold or Customary Lands shall not in other respects affect any Custom by or under which any other Copyhold or Customary Lands not required for the Purposes of this Act shall be holden; and wherever any such Release shall be made as aforesaid, the other Lands subject to such Rent and not required for the Purposes of this Act shall thenceforth be subject to the whole of such Rents, Suits, and Services, or to a proportionate Part thereof (as the Case may be), in the same Manner in all respects as the Entirety of the said Lands so previously subject to such Rent would have continued subject to the whole thereof if such Release had not been made, and all the Powers, Remedies, and Conditions subsisting previously to such Release for Recovery of the said Rents, Suits, and Services shall, except as against the Lands so released, at all Times thereafter remain, continue, and be good, valid, and effectual in the Law to all Intents and Purposes for the whole or the proportionate Part of such Rents, Suits, and Services (as the Case may be), as if the Lands not so released as aforesaid had been originally alone subject to the same Rent or proportionate Part respectively.

For the Conveyance of Waste Lands belonging to the Duchy of Lancaster.

57. And whereas Part of the Lands which may be required for the Purposes of this Act are Waste or Common Lands, the Right to the Soil whereof belongs to the Queen's most Excellent Majesty, in right of Her Duchy of *Lancaster* (subject to Rights of Common, or other Rights or Easements): Be it enacted, That it shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the Company for the absolute Sale in Fee Simple of the Estate,

Estate, Right, and Interest of Her said Majesty in the Soil of the said Waste or Common Lands, which may be so required for the Purposes of this Act, at or for such Price or Compensation, and upon such Terms and Conditions, as shall be agreed upon between the said Chancellor and Council and the Company, and upon Payment of such Price or Compensation, by any Deed or Writing, under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey such Estate, Right, and Interest to the Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase or Compensation Money for the same shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be by him applied and disposed of in like Manner and for the like Intents and Purposes as are in and by this Act directed and provided of and concerning any other Monies which shall come to his Hands by virtue of this Act.

As to the Sale and working of Mines belonging to the Duchy of Lancaster.

58. And whereas the Queen's most Excellent Majesty, in right of Her Duchy of *Lancaster*, is entitled, either in possession or subject to Leases granted by the said Duchy, to the Mines, Minerals, and Quarries lying and being in or under Part of the Lands required for the Purposes of this Act, or in the Neighbourhood thereof: Be it therefore enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster*, either before or after the making of the Railway, or any Part thereof, to agree with the Company for the absolute Sale of the said Mines, Minerals, and Quarries, or any Part or Parts thereof, subject nevertheless and without Prejudice to the Lease or Leases (if any) for the Time being subsisting thereof, at or for such Price or Consideration in Money, and upon such Terms and Conditions, and with such Reservations, Exceptions, and Restrictions in all respects as may be agreed upon between the said Chancellor and Council and the Company; and it shall be lawful for the said Chancellor and Council also to enter into any Arrangement or Agreement with the Company concerning the working by Her said Majesty, Her Successors and Assigns, of the said Mines, Minerals, or Quarries, or any of them, or any Part or Parts thereof, whether the same may be in, under, or upon the Line of the Railway or in the Neighbourhood thereof; and the Purchase or Consideration Money for the same Mines, Minerals, or Quarries, or Part or Parts thereof, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be paid and applied by him in the Manner and for the Purposes in and by this Act directed and provided concerning any Monies which shall come to his Hands by virtue of this Act: Provided always, that nothing in this Act contained shall extend to prevent or hinder Her said Majesty or Her Lessees from working, but on the contrary it shall be lawful for Her said Majesty and Her Lessees to

work, as well before as after the making of the Railway, any such Mines, Minerals, or Quarries, or any Part or Parts thereof, whether the same shall be situate in, under, or upon the Line of the said Railway or in the Neighbourhood thereof, nor to make Her said Majesty, Her Heirs or Successors, in any way liable for any Damage which may be done to or on the Railway by the working of any such Mines, Minerals, or Quarries, unless the said Chancellor and Council shall have expressly agreed in Writing with the Company that the said Duchy shall become so liable, and then to the Extent (if any) only and in the Manner in such Agreement specified and provided: Provided also, that it shall not be lawful for the Company, by reason of any such Conveyance, to work, get, or use any such Mines, Minerals, or Quarries (except so far as may be necessary in making the Railway) unless they shall in the Conveyance or Assurance thereof be expressly authorized by the said Chancellor and Council so to do, and then to the Extent only which shall be so authorized.

For Enrolment of all Deeds of Conveyance of Land belonging to the Duchy of Lancaster.

59. And every Deed or Writing whereby any Lands, Hereditaments, Estate, Right, or Interest shall be conveyed or assured by the said Chancellor and Council of Her said Majesty's Duchy of *Lancaster* by virtue of the Powers of this Act shall be enrolled in the Court of the Duchy Chamber of *Lancaster* within Six Calendar Months from the Date thereof.

Saving Rights of the Crown and the Duchy of Lancaster.

60. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, as well in right of Her Crown as in right of Her Duchy of *Lancaster*.

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

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

Expenses of Act.

62. The Expenses and Charges attending or incident to the applying for and obtaining this Act shall be paid by the Company.

THE

THE SCHEDULE.

X.

THESE are to witness, That in consideration of the Sum of £ paid to *A.B.* of by *C.D.*, the Receiver General of the Revenues of the Duchy of Lancaster, on behalf of Her Majesty, he the said *A.B.* doth by these Presents grant, convey, and assure unto the said *C.D.* his Heirs and Assigns, all that to have and to hold the same unto the said *C.D.* his Heirs and Assigns, to the Use of Her said Majesty, Her Heirs and Successors, in right of Her said Duchy. Conveyance to Her Majesty in right of Her Duchy of Lancaster.

In witness, &c.

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