ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. cclxiv.

An Act for authorizing the *Rhymney* Railway Company to make and maintain their *Cardiff and Caerphilly* and other Railways; and for other Purposes. [25th *July* 1864.]

WHEREAS by "The *Rhymney* Railway Act, 1857," the *Rhymney* Railway Company (in this Act called "the Company"), incorporated by the Act of 1854, therein recited and thereby repealed, were continued incorporated, and were authorized to make and maintain the Main Line and Branch Extension and Junction Lines of the *Rhymney* Railway therein (Section Sixty-five) described, and theretofore authorized by their Act of 1854 and their Act of 1855, also therein recited and thereby repealed, and to make and maintain the *Caerphilly Branch* Railway, by the reciting Act (Section Thirty-six) authorized, and their Capital was declared (Section Thirty-eight) to be Three hundred thousand Pounds, and they were authorized (Section Forty-nine) to borrow not exceeding One hundred thousand Pounds: And whereas by "The *Rhymney* Railway (Capital and Branch) Act, 1861," the Powers of the Company for making and maintaining the *Bargoed Rhymney Branch* Railway which had expired were renewed, and they were authorized (Section

20 & 21 Vict. c. cxl.

24 & 25 Vict. c. cxliv.

(Section Twenty) to raise the additional Capital of One hundred and forty-one thousand Pounds, and (Section Forty-two) to borrow the additional Sum of Forty-seven thousand Pounds: And whereas the Company are willing and it is expedient that they should be authorized to make and maintain the several Lines of Railway by this Act authorized: And whereas it is expedient that the Company be authorized to raise further Monies: And whereas Plans and Sections of the intended Lines of Railway, showing the Lines and Levels thereof respectively, and the Lands in which the same are intended to be made, and Books of Reference to the Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the Clerk of the Peace for the County of *Glamorgan*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Rhymney* Railway (*Cardiff* and *Caerphilly*) Act, 1864."

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

2. The Provisions,—

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 borrowing of Money by the Company on Mortgage or Bond;

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

With respect to the Consolidation of the Shares into Stock;

With respect to the Provision to be made for affording Access to the Special Act, of "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares), and Part II. (relating to Additional Capital), and Part III. (relating to Debenture Stock), of "The Companies Clauses Act,

Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to Construction of a Railway), and Part III. (relating to Working Agreements), of "The Railways Clauses Act, 1863," (save so far as any of the Sections or Provisions of those Acts and Parts respectively are expressly excepted or varied by this Act,) are incorporated with this Act.

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

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided that 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; and the Words "Shares" and "Shareholders" include, when requisite, Stock and Stockholders.

Power to Company to take Lands compulsorily.

4. The Company, subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated herewith, from Time to Time may enter upon, take, and use for the Purposes of the Works by this Act authorized such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they think fit.

Powers for compulsory Purchases limited.

5. The Company's Powers under this Act for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years after the passing of this Act.

Lands for extraordinary Purposes.

6. The Company by Agreement from Time to Time may (in addition to the other Lands which they are authorized to purchase) purchase any Quantity of Land, not exceeding in the whole Ten Acres, for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act.

Power to Company to make Works authorized.

7. Subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated herewith, the Company from Time to Time may make and maintain the Lines of Railway and Works by this Act authorized in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, and as far as the Lines and Levels thereof are shown on the deposited Plans and Sections may make and maintain the same in accordance with the Lines and Levels so shown.

8. The

Works authorized by Act.

8. The Lines of Railway and Works by this Act authorized to be made and maintained by the Company comprise the following Lines of Railway and Works, with all proper and sufficient Sidings, Stations, Buildings, Yards, Bridges, Viaducts, and other Works and Conveniences connected therewith; (that is to say,)

(A.) Railway No. 1, being a Line of Railway commencing in the Parish of *St. John the Baptist, Cardiff*, in the County of *Glamorgan*, by a Junction with the *Bute Dock* Branch of the *Rhymney* Railway, and passing through *St. John the Baptist, Cardiff, Roath, Llandaff, Llanishen, Lisvane, Rudry, Eglwysilan*, and *Bedwas*, or some of them, all in that County, and terminating in the Parish of *Eglwysilan* by a Junction with the Main Line of the *Rhymney* Railway:

(B.) Railway No. 2, being a Line of Railway wholly in the Parish of *Eglwysilan*, commencing by a Junction with the Main Line of the *Rhymney* Railway, at or near to the Termination of the Railway No. 1, and terminating not far from Buildings known as *Gellyddu Uchaf*:

(C.) Railway No. 3, being a Line of Railway also wholly in the Parish of *Eglwysilan*, commencing by a Junction with the Main Line of the *Rhymney* Railway, and terminating not far from Buildings known as *Gwaun Gledyr Uchaf*.

Level Crossing.

9. Subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated herewith, the Company may carry the Railway No. 3 with not exceeding a double Line of Railway across and on the Level of the public Highway in the Parish of *Eglwysilan*, numbered on the deposited Plans 319 in that Parish.

Inclination of Roads.

10. In carrying the several Roads numbered as follows on the deposited Plans over, under, or across the Railway, the Company may make the Inclination of those Roads as steep but not steeper than as follows; (that is to say,)

No. on Plan.	Parish.	Description of Road.	Inclination of Road.
Railway No. 1: 27	Roath - - -	Public Highway -	1 in 12.
36	St. John the Baptist, Cardiff - -		
Railway No. 2: 281	Eglwysilan - -	Public Highway -	1 in 10.

Height and Span of Arches.

11. In carrying the Railway No. 1 over the several Roads numbered on the deposited Plans as follows, the Company may make the Arches for

for carrying the Railway over those Roads respectively of a Height and Span not greater than as follows; (that is to say,)

No. on Plan.	Parish.	Description of Road.	Span and Height of Arch.
27 36	Roath - - Saint John the Baptist, Cardiff	Public Highway -	20 Feet Span. 15 Feet high.
39	Lanishen - -	Public Highway -	20 Feet Span. 15 Feet high.
58	Lanishen - -	Public Highway -	20 Feet Span. 15 Feet high.
55	Eglwysilan - -	Turnpike Road -	25 Feet Span. 16 Feet high.

Sect. 22. of 8 & 9 Vict. c. 20. to apply to the Brick Conduit of the Cardiff Waterworks.

12. Section 22. of the Railways Clauses Consolidation Act, 1845, herewith incorporated, shall be held and construed to apply to the Construction of the Railway or any Part of the Works over the Brick Conduit of the *Cardiff* Waterworks Company in the Parish of *Lanishen*, as fully and effectually as if such Brick Conduit were a Main or Pipe.

Period for Completion of Lines of Railway.

13. The several Lines of Railway by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act conferred on the Company with respect to the making of the same, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed.

Penalty for Noncompletion of Railways within Period limited for Completion thereof.

14. After the Expiration of the Period by this Act limited for the Completion of the several Lines of Railway by this Act authorized, if the same be not then completed, the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the Lines of Railway are completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it appears by a Certificate of the Board of Trade that the Company were prevented from completing or opening the Lines of Railway by unforeseen Accident or Circumstances beyond their Control; provided that the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Railway Tolls.

15. The Company may demand and take in respect of the Railways by this Act authorized for all Traffic (other than Coal) carried thereon any Tolls and Charges, not exceeding the Rates of Toll and Charge authorized to be taken on their existing Railways, and in estimating the Amount of Toll or Charge in respect of any Traffic conveyed

conveyed partly on any Railway by this Act authorized and partly on any other Railway of the Company, the Railway by this Act authorized and such other Railway shall be deemed One continuous Line of Railway.

Tolls on Coal.

16. Notwithstanding anything in the said recited Acts or any of them contained, the maximum Toll, Rate, or Charge which the Company may demand and take in respect of Coals conveyed upon the Railways by this Act authorized, and upon their Railway from *Rhymney* to *Walnut Tree* Junction, and upon their *Bargoed* and *Caerphilly* Branches, shall not exceed One Penny *per* Ton *per* Mile, which shall be divided in the following Proportions; (that is to say,)

For Toll, One Halfpenny *per* Ton *per* Mile:

For the Use of Waggons or Trucks, if supplied by the Company, One Eighth of a Penny *per* Ton *per* Mile:

For locomotive Power, if provided by the Company, Three Eighths of a Penny *per* Ton *per* Mile.

Penarth Traffic to be separated from Cardiff Traffic at Caerphilly.

17. From and after the opening for public Traffic of the Railway No. 1 by this Act authorized, the Company shall and they are hereby required to separate, at some convenient Point near to their existing *Caerphilly* Station, all Traffic from whatever Source destined for *Penarth* from Traffic destined for *Cardiff*; and the Company shall, with all due and reasonable Despatch, convey and deliver so much of the said Traffic as is destined for *Penarth* into the Sidings of the *Taff Vale* Railway Company at the Junction (called the *Penarth* Junction) between the *Taff Vale* Railway and the *Penarth* Railway; and if any Dispute or Difference shall arise between the Company and the *Taff Vale* Railway Company with respect or in reference to the Matters aforesaid, or any of them, every such Dispute or Difference shall from Time to Time be referred to and decided by the Board of Trade upon the Application of the said Companies, or either of them, and every Decision of the Board of Trade upon the Matters so referred shall be final and binding upon the Company and the *Taff Vale* Railway Company.

Power to raise additional Capital by new Shares.

18. The Company from Time to Time may raise by the Creation and Issue of new Shares or new Stock, either ordinary or preferential, or both, any additional Capital, not exceeding Two hundred and ten thousand Pounds.

Shares not to issue until One Fifth paid up.

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

20. The

Power to create Debenture Stock.

20. The Company from Time to Time may create Debenture Stock.

Debenture Stock and preferential Shares not to confer Votes or Qualification.

21. No Debenture Stock or preferential Shares or Stock of the Company issued after the passing of this Act shall confer any Right of Voting or any Qualification, except so far as the Company resolve that such Stock or preferential Shares shall confer any such Right or Qualification.

Power to borrow on Mortgage.

22. When the whole of the additional Capital of Two hundred and ten thousand Pounds has been subscribed, and One Half thereof paid up, the Company may borrow on Mortgage any further Sum or Sums of Money, not exceeding in the whole Seventy thousand Pounds; but no Part of such last-mentioned Sum of Seventy thousand Pounds shall be borrowed until the whole of the said additional Capital of Two hundred and ten thousand Pounds shall have been *bonâ fide* subscribed and issued, and One Half thereof paid up, and the Company shall have proved to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said additional Capital of Two hundred and ten thousand Pounds has been subscribed for *bonâ fide* and issued, and that not less than One Fifth of the Amount of each Share has been paid on Issue of the same, and that such Shares are held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, of which Proof having been given, the Certificate of the Justice under that Section shall be sufficient Evidence.

Priority of existing Mortgages.

23. The several Mortgages from Time to Time before the passing of this Act granted by the Company, and on the passing of this Act in force, shall during the Continuance thereof respectively have Priority over the Mortgages from Time to Time granted by the Company under this Act.

Arrears may be enforced by Appointment of a Receiver.

24. The Mortgagees of the Company under this Act from Time to Time may enforce the Payment of the Arrears of Interest or Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize the Appointment of a Receiver is Five thousand Pounds.

Application of Monies.

25. All Monies raised by the Company under this Act by Shares or Stock or by borrowing, shall be applied only to the Purposes of this Act.

Confirming Agreement with the London and North-western Railway Company.

26. The Agreement bearing Date the Fourth Day of *June* One thousand eight hundred and sixty-four, made between the *Rhymney* Railway Company of the one Part and the *London and North-western*

western Railway Company of the other Part, a Copy whereof is contained in the Schedule to this Act annexed, is hereby confirmed and made binding upon the Companies Parties thereto.

Heads of Arrangement in Schedule confirmed.

27. The Heads of Arrangement between the *Rhymney* Railway Company and the *Brecon and Merthyr Junction* Railway Company, of which a Copy is set forth in the Schedule to this Act annexed, is by this Act confirmed and made binding on the Two Companies respectively, and full Effect may and shall be given thereto, and the Letters A., B., C., D., E., F., and G. therein refer to those Letters on a Plan signed in triplicate by *John Watlington Perry Watlington* Esquire, the Chairman of the Committee of the Honourable the House of Commons, to which this Act was referred in its Passage through that Honourable House, and One Part thereof is deposited in the Private Bill Office of that Honourable House, One other Part thereof being delivered to each of the Two Companies.

Interest not to be paid on Calls paid up.

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

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

29. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by them by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for an Act authorizing the Company to make any other Railway or execute any other Work or Undertaking.

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

30. This Act shall not exempt the Company, or any other Railway Company to which this Act relates, from the Provisions of any present or future General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the Fares, Rates, and Charges by this Act or any other Act relating to the respective Company authorized, or of the Rates for small Parcels thereby authorized.

Expenses of Act.

31. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining, and passing of this Act shall be borne and paid by the Company.

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SCHEDULE.

THIS INDENTURE made the Fourth Day of June 1864, between the RHYMNEY RAILWAY COMPANY (herein-after called "the Rhymney Company") of the one Part, and the LONDON AND NORTH-WESTERN RAILWAY COMPANY (herein-after called "the North-western Company") of the other Part, witnesseth as follows:

IN consideration of the Covenant herein-after contained on the Part of the North-western Company, the Rhymney Company doth hereby grant unto the North-western Company, their Successors and Assigns, during the Term of 99 Years, to be computed from the 11th Day of October 1860, the Right to use, with their Engines, Carriages, Waggons, and otherwise, for the Purposes of Traffic on the same, the Rhymney Railway and all its Branches as now authorized, and also the proposed Extension to the Merthyr, Tredegar, and Abergavenny Line, if authorized, and also any Extension of their Line which the Rhymney Company may make to or in the Direction of Cardiff; and all the Stations, Warehouses, Wharves, Junctions, Sidings, Watering Places (with the Right to take Water therefrom), and other Works and Conveniences of the Rhymney Company which are now or shall at any Time be during the said Term upon or connected with the said Railways of which the Use is hereby granted, or which now belong or shall at any Time during the Term belong to the Rhymney Company at or near the Town of Cardiff:

The Right to use (so far as the Rhymney Company can lawfully grant the same) the Taff Vale Railway from the Point of Junction at Walnut Tree Bridge to Cardiff, subject to the Provisions of "The Rhymney Railway Act, 1857:"

Provided always, that the Right of User hereby granted is granted to the North-western Company, their Successors and Assigns, for the Purpose of enabling them to carry Traffic over the said Lines, and shall not be granted or transferred by the North-western Company, their Successors or Assigns, to any other Company or other Person, nor shall such Right of User be exercised by the North-western Company for the Purpose of conveying what is usually termed local Traffic, that is, Traffic arising at any Place on the Rhymney Railway, and destined for some other Place thereon: Provided also, that such Right of User shall be subject to such Rules and Regulations as the Rhymney Company shall from Time to Time reasonably make: Provided also, that nothing herein contained shall in anywise diminish or prejudice the Right of the Rhymney Company to use that Portion of the Taff Vale Railway which by "The Rhymney Railway Act, 1857," they are authorized to use.

And it is hereby agreed, that the North-western Company, their Successors and Assigns, may forthwith enter upon and use the said Railways, Stations, Works, and Conveniences of which the Use is hereby granted as aforesaid, or

any Part thereof, and may from Time to Time appoint their own Agents, Clerks, and Servants to be in and upon any Part of the said Stations and Premises, and the Rhymney Company undertake, during the Continuance of the said Term, to provide, so far as they can, at or upon the said Stations and Premises reasonable Accommodation for the Agents, Clerks, and Servants of the North-western Company, and for the Conduct of the Traffic of the North-western Company.

And this Indenture further witnesseth, that, in consideration of the Premises, the said North-western Company do hereby, for themselves, their Successors and Assigns, covenant with the Rhymney Company, their Successors or Assigns, that they, the North-western Company, their Successors and Assigns, shall and will, during the Continuance of the said Term of Ninety-nine Years, and so long as they shall exercise the Rights of User herein-before granted to them respectively, pay to the Rhymney Company, their Successors or Assigns, in respect of the User of the Rhymney Railway and the Stations and other Conveniences herein-before mentioned respectively, such Tolls or Sums of Money yearly or otherwise as the said Companies Parties hereto may from Time to Time agree upon; and in default of and until any such Agreement, there shall be paid to the Rhymney Company, their Successors and Assigns, for all Traffic brought by the North-western Company, their Successors or Assigns, upon or carried over the Lines of Railway, the Right to use which is hereby granted, as follows:

The Terminal Charges payable at any Station on any of the said Lines shall be paid to the Rhymney Company, their Successors or Assigns, and in addition thereto the North-western Company, their Successors or Assigns, shall pay to the Rhymney Company, their Successors or Assigns, an equal Mileage Proportion of the Rates and Charges received by them, exclusive of the Terminal Charges at each End of the Journey for Traffic carried by them over the said Lines or any Part thereof, after deducting from such Mileage Proportion the Sum of 20 per Cent. for Working Expenses; and in calculating such Mileage Proportion the Traffic shall be assumed to have been carried over the shortest Railway Route from Time to Time belonging to or worked over by the Companies Parties hereto, or either of them, between the Places between which such Traffic shall have been carried: Provided that if at any Time the Rhymney Company, their Successors or Assigns, shall consider the Rates or Fares charged and levied by the North-western Company for the Traffic brought upon or carried over the said Lines lower than they ought to be, then it shall be referred to Arbitration under the Provisions of "The Railway Companies Arbitration Act, 1859," to determine what higher Rates or Fares (having regard to the User of the said Lines by the North-western Company) ought to be charged and levied by them; and the Mileage Proportion to be paid to the Rhymney Company as aforesaid shall be calculated as if the Rates or Fares which the Arbitrators or Umpire shall determine to be proper Rates or Fares to be charged and levied by the North-western Company had been charged and levied by them instead of those actually charged and levied by them: Provided that in case the North-western Company, their Successors or Assigns, shall at any Time during the said Term, under the Provisions herein contained, perform at or from any Station or any of the said Lines any of the Duties in respect of which Terminal Charges are payable, the North-western Company, their

Successors

Successors or Assigns, shall be at liberty to deduct from the Terminal Charges payable at such Station, and which are hereby made payable to the Rhymney Company, their Successors or Assigns, a Sum equal to the actual Cost to the North-western Company, their Successors or Assigns, of the Performance of such Duties, the Amount thereof in case of Difference to be settled by Arbitration, under the Provisions of "The Railway Companies Arbitration Act, 1859:" Provided that in calculating the Amount of such Toll nothing shall be considered payable to the Rhymney Company in respect of the User of the Taff Vale Railway.

And it is further agreed between the Parties, that a complete System of Through Booking Facilities and Through Rates and Fares shall be afforded between the Stations and Works on the Rhymney Company's Lines and the Stations on the North-western Company's Lines; the North-western Company to fix the Through Rates and Fares, but subject to the Provision herein-before contained as to the Rates and Fares being lower than they ought to be. The Division of the Receipts, after deducting the usual Clearing House Terminals, to be according to the Mileage Proportions, calculated according to the shortest Railway Route from Time to Time belonging to or worked over by the Companies Parties hereto, or either of them, between the Places between which the Traffic is carried.

And it is further agreed, that in the event of any Question from Time to Time arising between the Companies Parties hereto with regard to the Construction or Meaning of this Agreement, or any Part thereof, or as to the Performance or alleged Nonperformance of any of the Terms or Provisions of this Agreement, such Questions shall from Time to Time be referred to and determined by Arbitration, according to "The Railway Companies Arbitration Act, 1859."

In witness whereof, the said Companies Parties hereto have hereunto affixed their respective Common Seals the Day and Year first above written.

The Seal of the Rhymney Railway Company.

The Seal of the London and North-western Railway Company.

RHYMNEY AND BRECON AND MERTHYR RAILWAY COMPANIES.

Heads of Arrangement.

1. The Rhymney Company to construct the Eastern Curve from A. to B., utilizing in such Construction such Portion as is practicable of the authorized Line of the Brecon and Merthyr Company between C. and B. Mr. Thomas Elliott Harrison to decide, in case of Difference, upon the precise Line and Levels to be constructed. Brecon Company to have Running Powers from A. to B., retaining Power to construct Sidings and Works, with proper Access to them and the adjacent Railways.

The Western Curve between D. and E. to be constructed by the Brecon Company, the Rhymney Company having Running Powers over it, with Power to construct Sidings and Works, with proper Access to them and to the adjacent Railways.

2. The Pontlottyn Junction between F. and G. may be constructed by the Brecon Company, who are then to have Running Powers over the Rhymney Company's Line from G. to A. for Through Traffic, with Use of Rhymney Company's Station.

3. Railway No. 4 in Rhymney Company's Extensions Bill to be withdrawn therefrom.

4. Rhymney Company not to oppose Brecon Company's Caerphilly Junction Railway No. 7 in Bill No. 3, nor the Construction of a Railway from the Rumney Railway to a Junction with the Rhymney Railway near Energlyn Colliery, and after its Completion the Brecon Company to have Running Powers for Through Traffic between that Junction and their Caerphilly Branch.

5. The Brecon Company to withdraw their Bill No. 2, the Rhymney Company giving them Running Powers for Through Traffic from the Terminus of their Caerphilly Branch to their Passenger and Goods Station at Adam Street, Cardiff, including the Use of the same, or any other Station they may make at Cardiff in lieu thereof North of the South Wales Railway, but those Powers are not to be used for local Traffic, nor for any Traffic arising at or destined for Rhymney Town and Works, or any Point in the Rhymney Valley or its tributary Valleys Westward of the Rumney River and the Line of the Cardiff and Caerphilly Railway.

6. The Rhymney Company to afford the Brecon and Merthyr Company's Mineral Traffic equal Facilities in all respects at Cardiff as they afford their own Mineral Traffic, short of Running Powers over the Lines South of Adam Street.

7. The authorized Junction between the Brecon and Merthyr Line near Pont-Aber-Bargoed to be abandoned; a substituted Junction to be made South of Bargoed Station, according to a Plan to be arranged between the Two Companies, or, failing Agreement, by Mr. T. E. Harrison on behalf of both Parties. The Rhymney Company to give the Brecon Company Running Powers between the abandoned and substituted Points of Junction, including Use of the Bargoed Station, but such Powers shall not be used to carry

Newport,

Newport, Cardiff, or any other Traffic arising upon or destined for any Point on the Rhymney Company's Main Line.

8. The Foch Rhiw Works of the Dowlais Iron Company, mentioned in Section 11. of "The Rumney and Brecon and Merthyr Act, 1863," shall include the several Collieries of the Dowlais Company in the Vicinity of the Dowlais Big Pond, at the Point marked H.

9. In the event of the proposed Cardiff and Caerphilly Railway of the Rhymney Company not being completed within Five Years from the passing of the Act, the Rhymney Company are not to offer any Opposition to the Brecon and Merthyr obtaining Powers to construct a Line from Caerphilly to Cardiff.

10. The Rhymney Company to give the Brecon Company Running Powers over their Line between the Terminus of the Rhymney Company's Caerphilly Branch and the Walnut Tree Junction, but such Running Powers are not to be used for New Tredegar Traffic to or from Penarth, nor for any Traffic arising at or destined for Rhymney Town and Works, or any Point in the Rhymney Valley or its tributary Valleys Westward of the Rumney River and the Line of the Cardiff and Caerphilly Railway, nor for any Cardiff Traffic whatever after the Cardiff and Caerphilly Railway is opened.

11. After the opening of the Caerphilly and Cardiff Line, the Receipts arising upon Traffic carried between the New Tredegar Works and Cardiff shall, as between New Tredegar and Caerphilly, be divided in equal Proportions between the Two Companies after the Deduction of 30 per Cent. for Working Expenses; the Mileage Proportion between Caerphilly and Cardiff to belong exclusively to the Rhymney Company, the Brecon Company being allowed Working Expenses on the Portion carried by them.

12. The Running Powers herein granted by one Company to the other shall include the Use of Sidings, Watering Places, and Supply of Water when required; and the Use of Stations shall include all proper Office, Warehouse, Siding, and other Accommodation, including standing Room for Engines, with full and proper Access thereto necessary for conducting the Traffic, and Power to appoint Booking and Invoice Clerks.

13. The Terms and Conditions on which the Companies are to use such Running Powers and Station, Sidings, &c. shall be agreed upon, or, failing Agreement, be settled by Arbitration.

14. A formal Agreement, with all requisite Details to carry out these Heads of Arrangement, to be entered into without Delay, and to be settled in case of Difference by Mr. John Bullar and Mr. Thomas Elliott Harrison, with Liberty to them to consult Mr. Cawkwell, and such Agreement shall contain an Arbitration Clause, providing in the amplest Terms for the carrying out thereof.

15. After the 1st Day of July 1865, and until Clause 11 comes into operation the Traffic between New Tredegar Works and Cardiff shall be divided between the Companies by the Walnut Tree Bridge Route, each Company being credited with One Half of their Mileage Proportion of Receipts after Deduction of Working Expenses, as provided in Clause 11.

Model Settlements of this, and also of Clause No. 11, to be at once made by Mr. Cawkwell and attached to this Agreement.

16. Until the 1st Day of July 1865, the Brecon Company are not to use the Running Powers mentioned in Clause 10 for New Tredegar Traffic.

17. Except as herein mentioned, neither Company shall, either directly or indirectly, seek any new Line from one Side of the Valley to the other to take away the Traffic of either Company.

(Signed) JOHN BOYLE,
for the Rhymney Railway Company.

J. W. JOHNS,
for the Brecon and Merthyr Railway Company.

Witnesses to the Signatures of John Boyle and Jasper Wilson Johns:

W. GASCOIGNE ROY,
28, Great George Street,
Solicitor to the Rhymney Railway Company.

J. R. COBB,
Brecon,
Solicitor to the Brecon and Merthyr Tydfil Railway Company.

4th June 1864.

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