ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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*Cap.*cclxxv.

An Act for authorizing the *Rhymney* Railway Company to make and maintain Lines of Railway to join the *Brecon and Merthyr Tydfil Junction* Railway and the *Merthyr, Tredegar, and Abergavenny* Railway respectively; 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"the Company"), incorporated by the Act of One thousand eight hundred and fifty-four, therein recited and thereby repealed, were continued incorporated, and were authorized to make and maintain the Main Line and the Branch and Extension and Junction Lines of the *Rhymney* Railway therein (Section Sixty-five) described and authorized by their Act of One thousand eight hundred and fifty-four and their Act of One thousand eight hundred and fifty-five, also therein recited and thereby repealed, and to make and maintain the *Caerphilly* Branch Railway by the reciting Act (Section Thirty-six) authorized, and their Capital was declared (Section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

20 & 21 Vict. c. cxl.

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 their *Bargoed* (*Rhymney*) Branch Railway, which had expired, were renewed, and they were authorized to raise the additional Capital of One hundred and forty-one thousand Pounds, and to borrow the additional Sum of Forty-seven thousand Pounds: And whereas it is expedient that the Company be authorized to make and maintain additional Lines of Railway forming Junctions with the *Brecon and Merthyr Tydfil* Junction Railway (in this Act called "the *Brecon and Merthyr* Railway") and the *Merthyr, Tredegar, and Abergavenny* Railway (in this Act called "the *Abergavenny* Railway") respectively: And whereas it is expedient that the Company be authorized to raise further Monies: And whereas Plans and Sections of the intended Railways showing the Lines and Levels thereof respectively, and the Lands on which the Railways 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 respective Clerks of the Peace for the Counties of *Glamorgan*, *Brecon*, and *Monmouth*, 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,)

24 & 25 Vict. c. cxliv.

Short Title.

1. This Act may for all Purposes be cited as "*Rhymney* Railway (Northern Lines) 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 upon 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,

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), Part II. (relating to Additional Capital), and Part III. (relating to Debenture Stock) of "The Companies Clauses 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 and form Part of 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. Subject to the Provisions of this Act and of the Acts and Parts of Acts incorporated herewith, the Company 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 purchase any Quantity of Land, not exceeding in the whole Five Acres, for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act.

7. Subject

Power to Company to make Works authorized by Act.

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 Railways and Works by this Act authorized in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, and so 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.

Works authorized by Act.

8. The Railways and Works by this Act authorized comprise the following Railways 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 *Gelligaer* in the County of *Glamorgan* by a Junction with the *Rhymney* Railway, at or near to the Termination thereof at the Town of *Rhymney*, and terminating in the Parish of *Llangynider* in the County of *Brecon* by a Junction with the *Brecon and Merthyr* Railway, and which intended Railway will be made in *Gelligaer* in the County of *Glamorgan*, *Llangynider* in the County of *Brecon*, and *Bedwelty* in the County of *Monmouth* respectively:

(B.) Railway No. 2., being a Line of Railway in the Parishes of *Llangynider* and *Bedwelty*, or One of them, commencing by a Junction with the intended Railway No. 1. at or near to the Termination thereof, and terminating by a Junction with the *Abergavenny* Railway at or near to the Termination thereof near to *Nant-y-bwch*.

Inclination of Roads.

9. In carrying the Road in the Parish of *Llangynider*, numbered 15 on the deposited Plans, over the Railway No. 1. by this Act authorized, the Company may make the Inclination of that Road as steep but not steeper than One in Fourteen.

Period for Completion of Lines of Railway.

10. The 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 Non-completion of Lines of Railway within Period

11. After the Expiration of the Period by this Act limited for the Completion of the Lines of Railway by this Act authorized, if the same be not 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

are completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it appears by a Certificate to be obtained from 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. Penalty limited for Completion thereof.

12. 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 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. Railway Tolls.

13. 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 Main Line of Railway, 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,) Tolls on Coal.

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.

14. The Company from Time to Time may apply for the Purposes of the Railways and Works by this Act authorized any Part of the Funds which the Company are now authorized to raise, and which are not required for the Purposes of their already authorized Undertaking. Application of Monies of Company for Works authorized by Act.

15. The Company from Time to Time may raise, by the Creation and Issue of new Shares or new Stock, whether ordinary or preferential, or both, and in addition to the Capital which they are already authorized to raise, any Capital not exceeding Forty-five thousand Pounds. Power to raise additional Capital by new Shares, &c.

16. 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 to issue until One Fifth paid up.

a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Power to borrow on Mortgage.

17. When the whole of the additional Capital of Forty-five 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 Fifteen thousand Pounds; but no Part of such last-mentioned Sum of Fifteen thousand Pounds shall be borrowed until the whole of the said additional Capital of Forty-five 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 Forty-five 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.

18. 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 all Mortgages from Time to Time granted by the Company under this Act.

Arrears may be enforced by Appointment of a Receiver.

19. 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 a Requisition for a Receiver is One thousand five hundred Pounds.

Debenture Stock:

20. The Company from Time to Time may create and issue 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.

Confirming Agreement with the London and

22. The Agreement bearing Date the Fourth Day of *June* One thousand eight hundred and sixty-four, made between the *Rhymney* Railway

Railway Company of the one Part, and the *London and North-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. North-western Railway Company.

23. 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: Provided that those Heads of Arrangement shall be subject to and shall in no way prejudice or affect the Rights of the *Rhymney* Iron Company under this Act, or under the Heads of Agreement between the Company and the *Rhymney* Iron Company by this Act confirmed and made binding. Heads of Arrangement in Schedule confirmed. Heads of Arrangement to be subject to Rights of Rhymney Iron Company.

24. The Company, or any other Railway Company to which this Act relates, shall not, out of any Money by this Act or any other Act relating to the respective 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 respective 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. Interest not to be paid on Calls paid up.

25. The Company, or any other Railway Company to which this Act relates, shall not, out of any Monies by this Act or any other Act relating to the respective 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 respective Company to make any other Railway, or execute any other Work or Undertaking. Deposit on future Bills not to be paid out of Capital.

26. All

Application of Monies.

26. 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.

Saving Rights of Companies.

27. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, Authorities, or Privileges of the Company, or of the *North-western* Company, or of the *Brecon and Merthyr* Company.

For Protection of Lands, &c. of the Rhymney Iron Company.

28. And whereas the Railways by this Act authorized are proposed to pass through Lands belonging or reputed to belong to or occupied by the *Rhymney* Iron Company, contiguous to and used for the Purposes of their Iron Works, and it is expedient that the special Provisions herein contained should be made with reference thereto: Therefore it shall not be lawful for the Company, without the Consent in Writing of the *Rhymney* Iron Company, under the Hand of their Chairman or Secretary for the Time being, in every Instance first had and obtained:

1. To take any more of the Lands belonging to or occupied by the *Rhymney* Iron Company than shall be absolutely necessary for the Width of the Lines of Railway, with not exceeding Two Lines of Rails, and the Cuttings, Embankments, Viaducts, and Arches thereof respectively:
2. To bore, cut, or embank any of the other Lands belonging to or occupied by the *Rhymney* Iron Company which may not be necessarily taken by the Company for the Construction as herein authorized of the Railways and the Cuttings, Embankments, Viaducts, and Arches thereof, or to lay any Soil or Material upon such other Lands, or dig or remove therefrom any Earth, Stone, Gravel, or Sand, or other Materials, or construct any temporary or permanent Works upon such other Lands, or enter upon, take, or use the same for any other Purpose:
3. To use, obstruct, or interfere with any Lands belonging to or occupied by the *Rhymney* Iron Company for the Deposit of Soil or Rubbish, or to alter or divert any Carriage or other Road, Railway, Tramway, Drain, Conduit, Watercourse, or Stream, in or upon the Lands belonging to or occupied by them, or to prevent the *Rhymney* Iron Company from using or enjoying the same or any of them in a full and ample Manner:

And the Company shall from Time to Time make and for ever thereafter keep in good repair, to the reasonable Satisfaction of the *Rhymney* Iron

Iron Company, all such Roads and Bridges over and all such Tunnels and other Communications under those Parts of the Railways which shall be formed upon any Land belonging to or occupied by the *Rhymney* Iron Company, and all such other Accommodation Works as shall effectually preserve to the *Rhymney* Iron Company the present and future full and ample Use and Enjoyment in a reasonable Manner of their Works and remaining Lands, and of all Roads, Railways, Tramways, Drains, Watercourses, and Streams upon or connected therewith; and if the Company shall make any Default in this Behalf the *Rhymney* Iron Company may, after One Month's Notice to the Company in Writing, make or repair any such Work as the Company shall have omitted to make or repair as aforesaid, and may recover from the Company all Expenses of and incident thereto, and all Loss and Damages consequent upon every such Omission of the Company, in any Court of competent Jurisdiction.

Saving Rights of the Rhymney Iron Company.

29. Except as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the *Rhymney* Iron Company.

As to Expression "Rhymney Iron Company" in 4 & 5 Vict. c. xc.

30. The Expression "*Rhymney* Iron Company" in this Act shall have the same Meaning as is assigned to it by the Act of the Session of the Fourth and Fifth Years of Her Majesty, intituled *An Act for regulating legal Proceedings by or against the* Rhymney *Iron Company and for granting certain Powers thereto.*

Confirming Agreement with Rhymney Iron Company.

31. The Heads of Agreement to be entered into between the *Rhymney* Railway Company and the *Rhymney* Iron Company, and which have been signed by *William Gascoigne Roy* on behalf of the *Rhymney* Railway Company, and by Messrs. *Bircham* and Company on behalf of the *Rhymney* Iron Company, a Copy of which is contained in the Schedule to this Act annexed, are hereby confirmed and made binding upon those Two Companies respectively.

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

32. This Act shall not exempt the Company, or any other Railway Company to which this Act relates, from the Provisions of any present or any 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 Rates of Fares and Charges by this Act or any other Act relating to the respective Companies authorized, or of the Rates for small Parcels thereby authorized.

Expenses of Act.

33. 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,

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 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

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 Question 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 at 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, 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

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 Thirty per Centum 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 nor 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.

HEADS

HEADS OF AGREEMENT to be entered into between the RHYMNEY RAILWAY COMPANY (herein-after called "the Railway Company") of the one Part, and the RHYMNEY IRON COMPANY (herein-after called "the Iron Company") of the other Part.

Recite Introduction into Parliament of "The Rhymney Railway (Northern Lines) Act, 1864."

That the Iron Company have petitioned against same.

That the Iron Company are willing to withdraw Opposition upon the Terms herein-after mentioned:

ARTICLE 1. From the Point marked A to the Point marked E upon the Plan annexed to this Agreement, the Railway Company shall not, without the Consent in Writing of the Iron Company, under the Hand of its Chairman or Secretary for the Time being, deviate from or alter the centre Line of the proposed Railway as shown upon the Plan by a Red Line, and shall not take or use any more of the Lands for the Time being belonging to or occupied by the Iron Company than shall be absolutely necessary for constructing a double Line of Railway from the Point A to the Point E, with a centre Line as laid down upon the said annexed Plan, and shall not within the before-mentioned Limits take any Lands for Sidings or Works whatsoever, or for any temporary or other Purpose, except for the Line of Railway.

ARTICLE 2. From the Point A to the Point B the centre Line of Railway as shown upon the Plan shall not, without the Consent in Writing of the Iron Company testified as aforesaid, be deviated so as at any Part thereof to pass to the West of the Line of Railway as laid down upon the said Plan; and the Railway Company shall not, without the Consent in Writing of the Iron Company testified as aforesaid, take, enter upon, or use any Lands, whether for temporary or other Purposes, West of the centre Line of the said Railway as so defined.

ARTICLE 3. The Railway Company shall not, without the Consent in Writing of the Iron Company, either temporarily or permanently divert, alter, or in any way interfere with the Road No. 10, and coloured Yellow upon the Plan, except at the Point marked M upon the Plan where the said Road may be stopped, after Six Calendar Months Notice to the Iron Company, and shall not divert, alter, or impede the Rhymney River or the Carno Brook as shown upon the said Plan.

ARTICLE 4. The Railway Company shall not, without the Consent in Writing of the Iron Company, take, use, or enter upon any Land forming Part of the Site of the Pond or Reservoir 41a on the Plan, or within Thirty Feet thereof, or do or omit any Act or Thing whereby the same Pond or Reservoir may be destroyed or damaged, or whereby the Water therein contained may at any Time be lessened, or whereby the same Pond or Reservoir may be rendered less fit for the Purposes of the Iron Company.

ARTICLE 5. The Railway Company shall not, without the Consent in Writing of the Iron Company, alter the Level of, or obstruct, divert, or interfere with, or damage the Furnace Ore Railways, coloured Blue upon the said Plan, or the proposed double Cinder Railway, shown by a dotted Green Line upon the said Plan, or impede the working thereof, the last-mentioned Cinder Railway being to be made in such Manner as shall not prevent the Construction of the

Railway

Railway Company's intended Railways according to the deposited Plans and Sections thereof, and consistently with Article 1. of these Heads of Agreement.

ARTICLE 6. The Railway Company will make, execute, and maintain, to the reasonable Satisfaction of the Engineer of the Iron Company, the following Works for the Use of the Iron Company; (that is to say,)

1. A Bridge to carry the Road, No. 49, on the Plan, over the Railway, and to be of the clear Width between the Parapets of 24 Feet, with proper Approaches to be approved by the Iron Company.
2. A Bridge to carry the Railway over the said Furnace Ore Railway, which is not to be diverted or the Level thereof altered without the Consent of the Iron Company, at a Point to be indicated near the Point marked W on the said Plan; such Bridge to afford a clear Headway throughout of not less than 14 Feet, and to be not less in any Part thereof than 20 Feet in Width.
3. A Bridge to carry the Railway over the proposed Cinder Railway about to be constructed by the Iron Company, in the Direction shown upon the said Plan at or near the Point thereon marked X, such Bridge to afford a clear Headway throughout of not less than 14 Feet, and to be not less at any Part than 20 Feet in Width; and also a Bridge of the last-mentioned Width with the last-mentioned Headway, to carry the Iron Company's Furnace Railway West of the Railway Company's intended Railway over the proposed Cinder Ore Railway.
4. The before-mentioned Bridges shall be so constructed as to allow the proposed Cinder Railway to be made with a Radius of not less than Seven Chains.
5. The Railway Company shall on Demand pay to the Iron Company the Expense of removing so much of the Rubbish Tips as may be removed in consequence of the Construction of the said proposed Cinder Railway, as shown upon the Plan by the dotted Green Line instead of by the dotted Blue Line.
6. An Accommodation Bridge of Dimensions and with Approaches to be approved by the Iron Company, at or near the Point marked Z on the said Plan.

ARTICLE 7. The Works enumerated in Article 6. are so enumerated as Works obviously necessary, and there must be reserved to the Iron Company the Right to require, besides these, the making from Time to Time at the Expense of the Railway Company of all such Crossings over or under the Railways, not only upon such Portions of the Lands of the Iron Company as are shown upon the said Plan, but also upon all other Lands of which the said Iron Company are Owners, Lessees, and Occupiers, and which may be traversed by the said Railway, as may be necessary for the Purpose of preventing Interruption of their present or future Mining Operations.

ARTICLE 8. The Compensation to be paid by the Railway Company to the Iron Company to be determined by Arbitration, pursuant to "The Lands Clauses Consolidation Act, 1845," but all Minerals are to be strictly reserved and excepted, but if worked under the said Railways are to be so worked at the Risk of the Iron Company.

ARTICLE 9. No Short-distance Clause is to apply to Traffic carried by the Railway Company or any Company or Person from Time to Time carrying by Agreement with them to or from the Iron Company's Works or Property over

the new Railways, but Mileage Rates are to be calculated upon the actual Distance run.

ARTICLE 10. The Railway Company agree to use their best Endeavours to procure the Insertion in the said Bill of certain Clauses which have been signed by Mr. W. Gascoigne Roy as Solicitor on behalf of the Railway Company, and by Messrs. Bircham and Company as Solicitors on behalf of the Iron Company, and such Clauses shall be construed as enlarging the Provisions of this Agreement, but not as limiting in any respect the Obligations imposed by this Agreement upon the Railway Company.

ARTICLE 11. The Iron Company reserve the Right of presenting a Petition to the House of Lords with reference to the said Bill for the sole Purpose of preventing any Alteration in the Clauses mentioned in Article 10.

ARTICLE 12. The Effect of these Heads to be secured to the Iron Company by such extended Agreement as shall be approved, on behalf of both Parties, by a Counsel to be appointed in case of Difference by the Solicitor General for the Time being.

WILLIAM GASCOIGNE ROY,
for the Rhymney Railway Company.
BIRCHAM & CO.,
for the Rhymney Iron Company.

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