ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

***

Swansea Vale and Neath and Brecon Junction Railway Act, 1864.

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 be cited for any Purpose as the "*Swansea Vale and Neath and Brecon Junction* Railway Act, 1864."

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

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I. of "The Companies Clauses Act, 1863," and (so far as applicable) Parts I. and III. of "The Railways Clauses Act, 1863," shall be incorporated with and form Part of this Act.

Same Meanings to Words, &c. in incorporated Acts as in this Act.

3. The several Words and Expressions to which by any Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or other like Expression in this Act, or any Act incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute.

Subscribers incorporated.

4. *Anthony Mervyn Story Maskelyne*, *William Lawrence Banks*, *Charles Miller Layton*, *John William Williamson*, *George Burden Strick*, and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and Works hereby authorized; and such Company shall be incorporated by the Name of the "*Swansea Vale and Neath and Brecon Junction* Railway Company," (in this Act called "the Company,") and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the before-mentioned Acts contained.

Capital.

5. The Capital of the Company shall be One hundred and twenty thousand Pounds divided into Twelve thousand Shares of Ten Pounds each, but the Company shall not issue any Share, nor shall any Share vest in the Person accepting the same, unless and until Twenty *per Centum* of the nominal Amount of such Share shall have been paid up in respect thereof.

6. Two

Calls.

6. Two Pounds *per* Share shall be the greatest Amount of a Call, and Two Months at the least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share.

Interest not to be paid on Calls paid up.

7. 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 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.

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

8. The Company shall not, out of any Money by this Act authorized to be raised for the Purposes of this Act, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act to authorize the Company to construct any Railway, or to execute any other Work or Undertaking.

Power to borrow on Mortgage.

9. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the aggregate Forty thousand Pounds, but no Part thereof shall be borrowed until the whole of the said Capital of One hundred and twenty thousand Pounds is subscribed for *bonâ fide*, and One Half thereof is paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for all the Capital which the Company are by this Act authorized to raise by the Creation of Shares are issued, and that Twenty *per Centum* was paid up on account of each separate Share at the Issue thereof, and that such Shares were taken *bonâ fide*, and are held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proof having been given the Certificate of the Justice under that Section shall be sufficient Evidence).

Arrears may be enforced by Appointment of Receiver.

10. The Mortgagees of the Company may enforce Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and the Amount necessary to authorize the

the Appointment of a Receiver shall not be less than Four thousand Pounds in the whole.

Application of Monies raised under Act.

11. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied only for Purposes authorized by this Act.

First and other Meetings.

12. The First Ordinary Meeting of the Company shall be held in the Month of *February* or *March* One thousand eight hundred and sixty-five, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *August* or *September* and *February* or *March* in every Year.

Number and Qualification of Directors.

13. The Number of the Directors shall be Five, and the Qualification of a Director shall be the Possession in his own Right of Thirty Shares in the Undertaking.

First Directors.

14. *Anthony Mervyn Story Maskelyne*, *William Lawrence Banks*, *Charles Miller Layton*, *John William Williamson*, and *George Burden Strick* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may continue in Office the Directors appointed by this Act, or any Number of them; or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible to be elected as Members of such new Body.

Subsequent Election of Directors.

15. At the First Ordinary Meeting of the Company to be held in every subsequent Year 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," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

Quorum of Directors.

16. The Quorum of a Meeting of Directors shall be Three.

Power to construct Works according to

17. Subject to the Provisions in this Act and in the Acts and Parts of Acts incorporated herewith contained, the Company may make and maintain the Railway and Works in the Line, Situation, and Levels

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Levels delineated on the Plans and Sections deposited as aforesaid, together with all proper Stations, Sidings, Roads, Approaches, Works, and Conveniences connected therewith; (that is to say,) deposited Plans;

A Railway commencing in the Parish of *Cilybebill* in the County of *Glamorgan* by a Junction with the *Swansea Vale* Railway at the North End of the Platform of the *Ynys-y-Geinon* Station of that Railway, and terminating in the Hamlet of *Colbren* in the Parish of *Ystradgynlais* in the County of *Brecon* by a Junction with the authorized Line of the *Neath and Brecon* Railway at a Point in the Field numbered 42 on the Plan of the last-mentioned Railway:

And the Company may enter upon, take, and use such of the Lands delineated on the Plans and described in the Book of Reference deposited as aforesaid as may be required by them for any of the Purposes of this Act, and, subject to the Provisions of "The Lands Clauses Consolidation Acts Amendment Act, 1860," they may by Agreement purchase and use any Rights, Easements, or Privileges in or affecting those Lands, or any of them, without taking any other Estate or Interest therein. and to acquire Lands.

18. The Company may make the Roads next herein-after specified, when altered for the Purposes of this Act, of any Inclinations not steeper than the respective Inclinations following; (that is to say,) Inclination of Roads.

No. of Road on deposited Plan.	Parish or Place in which the Road is shown on Plan.	Description of Road.	Inclination of Road when altered.
11*a*	Parish of Cilybebill - -	Parish Road -	1 in 8.
26	Hamlet of Penrhos, Parish of Ystradgynlais.	Parish Road -	1 in 14.
83	Hamlet of Ellen and Llech, Parish of Ystradgynlais.	Parish Road -	1 in 10.
46	Hamlet of Colbren, Parish of Ystradgynlais.	Parish Road -	1 in 14.

19. Inasmuch as the Line of the Railway will pass near to the Pits and Mining Works of the *Yniscedwyn* Iron Company, and it is expedient that due Provision be made for the Protection thereof; therefore the Company may and shall take all such Precautions, and make all such main Sidings, subsidiary Sidings, Bridges, Arches, and other Accommodation Works and Conveniences, at or near to those Pits and Mining Works, as the Company and the *Yniscedwyn* Iron Company mutually agree on, or as, failing their Agreement, are determined by a competent and impartial Civil Engineer to be on their or either of their Application named by the Board of Trade. Provision for Yniscedwyn Iron Company.

Lands for extraordinary Purposes.

20. The Quantity of Land near or adjoining the Railway which the Company may purchase by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," and any Accommodation Works for the Protection of the *Yniscedwyn* Iron Company, shall not exceed Three Acres.

Powers for compulsory Purchases limited.

21. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Period for Completion of Railway.

22. The Railway shall be completed within Five Years from the passing of this Act, and upon the Expiration of that Period the Powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Security for Completion of Railway within Time limited.

23. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, Ten thousand five hundred and seventy-eight Pounds Ten Shillings and Threepence, Three *per Centum* Consolidated Bank Annuities, equal in Value to the Sum of Nine thousand six hundred Pounds, being Eight *per Centum* upon One hundred and twenty thousand Pounds, the estimated Expense of the Railway authorized by this Act, has been transferred to the Account of the Accountant General of the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Stock, or the Interest or Dividends thereof, 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 Railway hereby authorized to be made, either open the Railway 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 Railway 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 Stock, and the Interest and Dividends thereof, shall,

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 Nine thousand six hundred Pounds shall have been executed by the Company, with One or more Surety or 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 Nine thousand six hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that they 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 such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then the said Stock, and the Interest or Dividends thereof, shall be transferred and 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 deposited Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

24. The Company from Time to Time may demand and take Rates, Tolls, and Duties in respect of the Use of the Railway by this Act authorized not exceeding the following; (that is to say,)

Tonnage of Articles and Goods.

First. In respect of the Tonnage of Articles and Goods conveyed on the Railway, or any Part thereof:

Class 1. For all Coals, Coke, Culm, Charcoal, and Cinders, all Compost, Dung, and all Sorts of Manures, Lime and Limestone, and all undressed Materials for the Repair of Roads and Highways,

ways, One Penny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Halfpenny *per* Ton *per* Mile:

Class 2. For all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore, Pig Iron, Bar Iron, and Rod Iron, One Penny Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Halfpenny *per* Ton *per* Mile:

Class 3. For all Pit Wood for the Use of Mines and Collieries, all Sheet Iron, Hoop Iron, and all similar Descriptions of Wrought Iron, Twopence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Penny *per* Ton *per* Mile:

Class 4. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, Twopence Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Penny *per* Ton *per* Mile:

Class 5. For all Cottons, Wools, Drugs, Fish, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, Threepence *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Penny *per* Ton *per* Mile:

Class 6. 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 belonging to the Company, Sixpence *per* Mile, and a Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton which any such Carriage may weigh.

For Passengers and Animals.

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

For any Person conveyed in or upon any such Carriage, Twopence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Penny *per* Mile:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in any Carriage belonging to the Company, an additional Penny *per* Mile:

For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, Twopence *per* Mile; and if conveyed in any Carriage belonging to the Company, an additional Penny *per* Mile:

For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, One Penny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Halfpenny *per* Mile.

Tolls for propelling Power.

25. The Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny

Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Maximum Rates for Passengers.

26. The maximum Rates of Charges to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to the Conveyance, shall not exceed the following Sums; (that is to say,)

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.

For Cattle, Goods, &c.

27. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charge to be made by the Company, including the Tolls for the Use of the Railway, and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services, or any of them, are or is performed by the Company), shall not exceed the following Sums; (that is to say,)

For every Horse, Mule, Ass, or other Beast of Draught or Burden, Fourpence *per* Mile:

For every Ox, Cow, Bull, or Head of Neat Cattle, Threepence *per* Mile:

For every Calf, Pig, Sheep, or other small Animal, One Penny Halfpenny *per* Mile:

For every Carriage, Sixpence *per* Ton *per* Mile:

For all Articles comprised under Class 1 as aforesaid, *per* Ton *per* Mile One Penny Halfpenny:

For all Articles comprised under Class 2 as aforesaid, *per* Ton *per* Mile Twopence:

For all Articles comprised under Class 3 as aforesaid, *per* Ton *per* Mile Threepence:

For all Articles comprised under Class 4 as aforesaid, *per* Ton *per* Mile Fourpence:

For all Articles comprised under Class 5 as aforesaid, *per* Ton *per* Mile Fivepence:

For all Articles comprised under Class 6 as aforesaid, *per* Ton *per* Mile Sixpence.

Regulations as to the Tolls.

28. 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 Railway for a less Distance than Three Miles the Company may demand Tolls and Charges as for Three Miles:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls and Charges for Passengers as for One Mile; and for Animals, Minerals, and Goods, according to the Number of Quarters of a Mile in the Fraction, a Fraction of a Quarter of a Mile being deemed a Quarter of 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 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:

No Station is to be considered a Terminal Station in regard to Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Tolls for small Parcels and single Articles of great Weight.

29. With respect to small Packages and single Articles of great Weight conveyed on the Railway the Company may lawfully demand Tolls not exceeding the following; (that is to say,)

For any Parcel 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 and not exceeding Five hundred Pounds in Weight the Company may demand any Sum they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term shall apply only to single Parcels in separate Packages;

For

For the Carriage of any single Article the Weight of which including the Carriage exceeds Four Tons, but does not exceed Eight Tons, the Company may demand such Sum as they from Time to Time think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any single Article the Weight of which with the Carriage exceeds 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.

30. Every Passenger travelling upon the Railway 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 for Third-class Passengers, without any Charge being made for the Carriage thereof.

Company may take increased Charges by Agreement.

31. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Restriction as to Charges not to apply to Special Trains.

32. The Restrictions as to Charges shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Confirming Agreement in Schedule to this Act.

33. The Heads of Agreement, a Copy whereof is set forth in the Schedule to this Act, are hereby confirmed, and made binding on the several Companies named therein, as if those Companies were respectively Parties to those Heads of Agreement in lieu of the Parties thereto of the First, Second, and Third Parts respectively.

Traffic Arrangements with Swansea Vale and Neath and Brecon Railway Companies.

34. The Company, and one or both of the *Swansea Vale* Railway Company and the *Neath and Brecon* Railway Company, may from Time to Time enter into Agreements with respect to the following Purposes, or any of them; (that is to say,)

The Maintenance and Management of the Railway of the Company, or of any Part or Parts thereof, and of the Works connected therewith;

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The Use and Working of the Railway of the Company, or of any Part or Parts thereof, and the Conveyance of the Traffic thereon:

The Supply and Maintenance of any Engines, Stock, and Plant for that Purpose:

And the fixing, collecting, and Apportionment of the Tolls, Rates, Charges, Receipts, and Revenues levied, taken, or arising in respect of the Traffic on the Railway of the Company.

Railways to be deemed continuous.

35. During the Continuance of any such Agreement the Railways of the Companies Parties thereto shall for the Purposes of Tolls and Charges be deemed One Railway, and in estimating the Tolls and Charges to be paid in respect of Traffic conveyed partly on the Railway of the Company, and partly on the *Swansea Vale* Railway, or partly on the *Neath and Brecon* Railway, as the Case may be, for a less Distance than Three Miles, no more than a Charge for Three Miles shall be made in respect of such Traffic passing both on the Company's Railway and on the *Swansea Vale* Railway, or on the *Neath and Brecon* Railway, as the Case may be.

Saving existing Right to make Agreements.

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

As to Tolls during Agreement.

37. So long as the *Swansea Vale* Railway Company and the *Neath and Brecon* Railway Company, or either of them, under the Provisions of this Act, work the Traffic on the Railway, Tolls and Charges, not exceeding such as are authorized by this Act, may be demanded and taken by those Companies for the Use of the Railway.

Works of Vale of Neath Company at Swansea not to be interfered with.

38. Nothing herein contained shall be held to authorize the Company to use, cross, or otherwise interfere with any Railway, Siding, Station, or other Work or Accommodation of the *Vale of Neath* Railway Company at *Swansea*.

Saving Rights of Vale of Neath Railway Company.

39. Provided always, That nothing in this Act contained shall take away, lessen, prejudice, or alter any Estate, Right, Title, Interest, Power, Authority, or Privilege of the *Vale of Neath* Railway Company.

Railway not exempt from Provisions of present and future

40. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company 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

which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act, or of the Rates for small Parcels. General Acts.

41. The Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company. Expenses of Act.

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SCHEDULE.

HEADS OF ARRANGEMENT made the 16th Day of June 1864 between William Lawrence Banks and James Arthur Cox, Esquires, Two of the Directors of and on behalf of the Neath and Brecon Railway Company (herein-after referred to as Company No. 1.), of the First Part, Edward Strick, of Swansea in the County of Glamorgan, Gentleman, Solicitor for and on behalf of the Promoters of the Swansea Vale and Neath and Brecon Junction Railway Bill now pending (the Company intended to be incorporated by which Bill are herein-after referred to as Company No. 2.), of the Second Part, and Starling Benson, Esquire, Chairman of and on behalf of the Swansea Vale Railway Company (herein-after referred to as "Company No. 3."), of the Third Part.

1. Company No. 1. and Company No. 2. to have Power to run and to run jointly or severally a minimum Number of Three Passenger Trains and Two Goods Trains each Way daily (Sundays excepted) over the Swansea Vale Railway, between the Junction therewith of the Railway, to be authorized by the said Bill, at the North End of the Platform of the Ynys-y-Geinon Station and Swansea, (with full Use for such Purpose of the Stations, Sidings, Platforms, Watering Places, Supplies of Water, Sheds, Standing Room for Engines, Coking Stages, Booking Offices, Warehouses, and other Conveniences belonging to Company No. 3.,) in connexion with Trains running from that Junction Northward over the Railways of Company No. 1. and Company No. 2., so as to establish a direct and uninterrupted Route between Swansea and the North of England and the manufacturing Districts to which those Railways have Access, which Trains shall also, by Arrangement between the Companies, carry local Traffic on the Swansea Vale Railway between the Points aforesaid.

2. Through Invoicing and Through Booking, at Through Rates and Fares, and with Through Engines, Carriages, and Waggons passing to, from, and over the Railways of Company No. 1. or Company No. 2., to be at the earliest practical Period established in the fullest and most unreserved Manner (not only by the Trains above provided for, but also by all other Trains of Company No. 1. or Company No. 2., whether passing over the Swansea Vale Railway or otherwise,) between Swansea viâ the Swansea Vale Railway and all Places on the Railways of Company No. 1. and Company No. 2., and so far as is practicable all Places on other Railways with which any or either of those Companies is or are in communication or have Working Arrangements: Provided that nothing in this Agreement shall render it obligatory on Company No. 3. to provide any Engines, Carriages, or Waggons for the Purpose of such Through Traffic.

3. Company

3. Company No. 3. to have the Right, if they think fit, to run over and use with their Engines, Carriages, Waggons, Officers, and Servants, and for all Traffic, the Railways or any Part of the Railways of Company No. 1. and Company No. 2. (including all Extensions of any of those Railways authorized or to be authorized), and the Stations, Sidings, Platforms, Watering Places, Supplies of Water, Sheds, Standing Room for Engines, Coking Stages, Booking Offices, Warehouses, and all other Conveniences of or connected with any of the said Railways or Stations.

4. An Allowance to be made to the Company exercising such Running Powers for the Working Expenses of the Traffic carried by them over the Railway of the other Company or Companies, such Allowance, if not agreed, to be settled by an Arbitrator to be appointed by the Board of Trade.

5. The gross Receipts (after deducting Working Expenses as above, Government Duty, and Terminals, to be agreed or settled by Arbitration as aforesaid,) to be divided between the Companies in Mileage Proportion or otherwise, as the Companies may from Time to Time agree, but if divided by Mileage Proportion so that Company No. 3. shall receive out of such gross Receipts not less than their maximum Parliamentary Tolls as for Three Miles with Terminals as aforesaid.

6. Company No. 2. to construct at their own Expense, and open simultaneously with the rest of their Line, a Goods Station or Siding at or near the Point of Junction between their Line and the Swansea Vale Railway for the Purpose of Interchange of Traffic.

7. Company No. 3. will not offer Obstructions to the Railways of Company No. 1. and Company No. 2. respectively extending beyond the present Termini at Swansea of Company No. 3. to any Docks, Wharves, or Terminal Station Accommodation.

8. A formal Agreement based on these Heads, with all necessary Details, and including a general Arbitration Clause, to be forthwith prepared by Mr. J. H. Lloyd, (or, him failing, by Mr. John Bullar, or, him failing, by a Barrister to be nominated by Her Majesty's Attorney General,) and executed by the Three Companies.

STARLING BENSON.
W. L. BANKS.
J. A. COX.
EDW. STRICK.

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