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An Act for making a Railway from the Neath and Brecon Railway at Devynock to the Central Wales Extension Railway at Llandovery; and for other purposes.

[24th July 1871.]

WHEREAS the making of the railway herein-after described would be attended with local and public advantage:

And whereas the persons in this Act named, with others, are willing, at their own expense, to construct the railway, and it is expedient that they should be incorporated into a company (herein-after referred to as "the Company"), and that powers should be conferred on them for that purpose:

And whereas plans and sections showing the line and levels of the railway, and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands in or through which the railway is to be made and maintained, have been deposited with the respective clerks of the peace for the counties of Brecon and Carmarthen; and those plans, sections, and book of reference are in this Act referred to as the deposited plans, sections, and book of reference:

And whereas it is expedient that the Company should be authorised to use portions of the Neath and Brecon, the Central Wales Extension, and the Vale of Towy Railways, and that the Company, and the other companies in this Act in that behalf named, should be empowered to make and carry into effect such agreements and arrangements as are herein-after expressed:

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:

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Short title.

1. This Act may be cited for all purposes as "The Usk and Towy Railway Act, 1871."

Provisions of general Acts herein named incorporated.

2. "The Companies Clauses Consolidation Act, 1845," Part I. (relating to cancellation and surrender of shares) of "The Companies Clauses Act, 1863," "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," "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," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" means the company incorporated by this Act; the expressions "the railway" and "the undertaking" mean respectively the railway and undertaking by this Act authorised; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, 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.

Company incorporated.

4. William de Winton, David Evans, Edward Jones, William Rees, and all other persons and corporations who have already subscribed or shall hereafter subscribe to the undertaking, and their executors, administrators, successors, and assigns respectively, shall be united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act, and for those purposes shall be incorporated by the name of "The Usk and Towy Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railway according to deposited plans.

5. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railway herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose. The railway herein-before referred to and authorised by this Act is as follows:

A railway twelve miles and three furlongs in length, commencing in the parish of Defynock in the county of Brecon by a junction with the Neath and Brecon Railway near to the south end of the bridge carrying that railway over the River Senny, and terminating in the parish of Llandingat in the county of Carmarthen near the town of Llandovery by a junction with the Central Wales Extension Railway of the London and North-western Railway Company at or near the Llandovery station. A.D. 1871.

Capital.

6. The capital of the Company shall be one hundred and thirty thousand pounds, in thirteen thousand shares of ten pounds each.

Shares not to issue until one fifth paid up.

7. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

8. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and four fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to borrow on mortgage.

9. The Company may from time to time borrow on mortgage any sums not exceeding in the whole forty-three thousand three hundred pounds, but no part thereof shall be borrowed until the whole capital of one hundred and thirty thousand pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify, under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such capital has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide, and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

For appointment of a receiver.

10. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on

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their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than four thousand pounds in the whole.

Application of moneys.

11. All moneys raised under this Act, whether by shares or borrowing, shall be applied for the purposes of this Act only.

General meetings.

12. The first ordinary meeting of the Company shall be held within two months after the passing of this Act, and the quorum for general meetings, whether ordinary or extraordinary, shall be twenty shareholders, holding together not less than five thousand pounds in the capital of the Company.

Number of directors.

13. The number of the directors shall not be more that seven nor less than three.

Qualification of directors.

14. The qualification of a director shall be the possession in his own right of not less than thirty shares.

Quorum.

15. The quorum of a meeting of directors shall be three, and when the number of directors is reduced to three the quorum shall be two.

First directors.

16. William de Winton, David Evans, Edward Jones, William Rees, and such other person or persons, not being more than three, duly qualified, as may be nominated in that behalf by them or the majority of them, shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act; at that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election, or may appoint additional directors; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for varying the number of directors) elect persons to supply the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained, and the several persons elected at 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 same Act.

Election of directors.

Lands for extraordinary purposes.

17. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1854," shall not exceed two acres.

Powers for compulsory purchases limited.

18. 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 from the passing of this Act.

Level crossings.

19. Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to construction of a railway) of "The Railways Clauses Act, 1863," contained, in reference to the crossing of roads on the level, the Company may, in the construction of the railway, carry the same with a single line of railway only whilst the railway shall consist of a single line, and afterwards with a double line of railway only, across and on the level of the road in the parish of Llywel numbered 107 on the deposited plans.

Inclination of roads.

20. In altering for the purposes of this Act the roads next herein-after mentioned, the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
18	Llywel - -	Public - -	1 in 8 on one side and level on the other.
63	Llywel - -	Public - -	1 in 12 on one side and level on the other.
176	Llywel - -	Public - -	1 in 6 on one side and level on the other.
348a	Llywel - -	Public - -	1 in 10 on one side and level on the other.
1a	Llanfair-ar-y-bryn		
59	Llanfair-ar-y-bryn	Public - -	1 in 8 on one side and level on the other.
10	Llandingat -		

For the protection of the Castell Du property.

21. In exercising the powers of this Act, the Company shall, for the protection of the Castell Du property, in the parish of Devynock in the county of Brecon, belonging or reputed to belong to Mr. John Dickson, conform to and observe the following regulations and restrictions; that is to say,

1. In constructing the railway by this Act authorised between the point on the deposited plans indicating two furlongs from the commencement of the railway and the public road numbered 24 in the said parish, the Company shall not take from the owner of the Castell Du property, without his consent, more land than is necessary for a double line of railway, with proper slopes and fences:
2. The Company shall carry the road to Castell Du numbered 23 on those plans over the railway by an adequate permanent

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bridge, with a good and sufficient roadway of not less than fourteen feet in width between the parapets, and such bridge shall be erected and for ever maintained by and at the cost of the Company:

3. The Company shall construct such bridge and the approaches thereto from the turnpike road numbered 25 on the said plans to the existing road on the south side of the railway so that the levels thereof shall not in any part be steeper than one in twenty:

4. Such bridge and approaches shall be constructed and completed within three months from the time of the Company's first interfering with any portion of the Castell Du property, and during such period the Company shall keep up adequate temporary communication:

All such works shall be constructed and maintained to the reasonable satisfaction of the owner of the Castell Du property or his engineer, or, in case of difference, of some independent engineer, to be named by the chairman of quarter sessions of the county of Brecon.

Confirming agreement in schedule.

22. The articles of agreement contained in the schedule to this Act are hereby confirmed, and the same shall be valid as between the Company and Anthony Mervin Story Maskelyne, Esquire, and carried into execution accordingly.

Deposit money not to be repaid until line opened or half the capital paid up and expended.

23. Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth and tenth years of Her present Majesty, chapter twenty, five thousand five hundred and eighty-seven pounds three shillings and sixpence Bank three per centum annuities and nine hundred and four pounds reduced annuities, being together equal in value to five thousand nine hundred and eighty pounds, five per centum upon the amount of the estimate in respect of the railway authorised by this Act, has been transferred to 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 shall not be 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 authorised 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 authorised 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 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 shall be applied in the manner herein-after specified, and the certificate of the lords of the said committee that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, 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.

Application of deposit.

24. The said stock transferred as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said stock shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said stock, or such portion thereof as may not be required as aforesaid, shall be transferred 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: Provided that until the said stock shall have been retransferred to the transferors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the person or persons or the majority of the persons named in such warrant or order as aforesaid, or the survivors or survivor of them.

Period for completion of works.

25. The railway shall be completed within five years from the passing of this Act; and if the railway shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

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Tolls.

26. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following; (that is to say,)

In respect of passengers and animals conveyed on the railway:

For every person conveyed in or upon any carriage, per mile not exceeding twopence:

And if conveyed in or upon any carriage provided by the Company, an additional sum per mile not exceeding one penny:

For every horse, mule, ass, or other beast of draught or burden conveyed in or upon any carriage, per mile not exceeding threepence:

And if conveyed in or upon any carriage provided by the Company, an additional sum per mile not exceeding one penny:

For every ox, cow, bull, or head of neat cattle conveyed in or upon any carriage, per mile not exceeding twopence:

And if conveyed in or upon any carriage provided by the Company, an additional sum per mile not exceeding one penny:

For every calf or pig, sheep, lamb, or other small animal conveyed in or upon any carriage, per mile not exceeding one penny:

And if conveyed in or upon any carriage provided by the Company, an additional sum per mile not exceeding one halfpenny:

In respect of goods conveyed on the railway:

For all coals, cinders, dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, per ton per mile not exceeding one penny; and if conveyed in carriages provided by the Company, an additional sum per ton per mile not exceeding one halfpenny:

For all coke, culm, charcoal, sand, lime and limestone, and all stones for building, pitching, and paving, all bricks, tiles, slates, clay, chalk, marl, ironstone, copper ore, lead ore, and iron ore, per ton per mile not exceeding one penny; and if conveyed in carriages provided by the Company, an additional sum per ton per mile not exceeding one halfpenny:

For all pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron, and iron castings not manufactured into utensils or other articles of merchandise, per ton per mile one penny halfpenny; and if conveyed in carriages provided by the Company, an additional sum per ton per mile not exceeding one halfpenny:

For all sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves and deals, metals (except iron), tinned nails, nails, anvils, vices, and chains, per ton per mile not exceeding twopence; and if conveyed in carriages provided by the Company, an additional sum per ton per mile not exceeding three farthings:

For all cotton and other wools, drugs, manufactured goods, fish, and all other wares, merchandise, articles, matters, or things, per ton per mile not exceeding threepence; and if conveyed in carriages provided by the Company, an additional sum per ton per mile not exceeding one penny:

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 conveyed on a truck or platform belonging to the Company, per mile not exceeding sixpence, and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

Tolls for propelling power.

27. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods, in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls.

28. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act; (that is to say,)

For all passengers, animals, or goods 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 on animals and goods for such fraction in proportion to the numbers of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile; and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile:

For a fraction of a ton the Company may demand toll according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton:

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight:

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

Tolls for small parcels and single

29. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwith-

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standing the rates prescribed by this Act, the Company may demand and take any toll not exceeding the following; (that is to say,)

articles of great weight.

For the carriage of small parcels on the railway as follows:—

If not exceeding seven pounds in weight, threepence:

If exceeding seven pounds in weight but not exceeding fourteen pounds in weight, fivepence:

If exceeding fourteen pounds in weight but not exceeding twenty-eight pounds in weight, sevenpence:

If exceeding twenty-eight pounds in weight but not exceeding fifty-six pounds in weight, ninepence:

If exceeding fifty-six pounds in weight but not exceeding one hundred and twelve pounds in weight, one shilling and fourpence:

If exceeding one hundred and twelve pounds in weight but not exceeding two hundred and fifty pounds in weight, one shilling and eightpence:

And for parcels exceeding two hundred and fifty pounds in weight but not exceeding five hundred pounds in weight the Company may demand any sum which they think fit:

Provided always, that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall only apply to single parcels in separate packages:

For the carriage of single articles of great weight:

For the carriage of any one boiler, cylinder, bob, or single piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage provided by the Company, shall exceed four tons but shall not exceed eight tons, the Company may demand such sum as they think fit, not exceeding sixpence per ton per mile:

For the carriage of any single piece of timber, stone, machinery, or other single article, the weight of which, with the carriage, shall exceed eight tons, the Company may demand such sum as they think fit:

Maximum rate for passengers.

30. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following; (that is to say,)

For every passenger conveyed in a first-class carriage, the sum of threepence per mile:

For every passenger conveyed in a second-class carriage, the sum of twopence per mile:

For every passenger conveyed in a third-class carriage, the sum of one penny halfpenny per mile.

Maximum charges for animals and goods.

31. The maximum rate of charge to be made by the Company for the conveyance of animals and goods on the railway, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and every other expense incidental to the conveyance, except a reasonable charge for loading and unloading goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the business or duty of a carrier, where any such service 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, per mile not exceeding fourpence:

For every ox, cow, bull, or head of neat cattle, per mile not exceeding twopence:

For every calf or pig, sheep, lamb, or other small animal, per mile not exceeding one penny:

For all coals, cinders, dung, compost, and all sorts of manure, and all undressed materials for the repair of public roads or highways, per ton per mile not exceeding one penny halfpenny:

For all coke, culm, charcoal, sand, lime and limestone, and all stones for building, pitching, and paving, all bricks, tiles, slates, clay, chalk, marl, ironstone, copper ore, lead ore, and iron ore, per ton per mile not exceeding twopence:

For all pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron, and iron castings not manufactured into utensils or other articles of merchandise, per ton per mile not exceeding twopence halfpenny:

For all sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves and deals, metals (except iron), tinned nails, nails, anvils, vices, and chains, per ton per mile not exceeding threepence:

For all cotton and other wools, drugs, manufactured goods, fish, and all other wares, merchandise, articles, matters, or things, per ton per mile not exceeding fourpence:

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, per mile not exceeding sixpence; and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

Passengers luggage.

32. 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

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weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal station.

33. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor, or are directed to be delivered thereat to the consignee.

Restrictions as to charges not to apply to special trains.

34. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges, by agreement.

35. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description, by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in relation thereto, or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Company may use part of Neath and Brecon Railway.

36. The Neath and Brecon Railway Company shall permit the Company, and all companies and persons lawfully working or using the railway, to run over, work, and use, with engines and carriages, for all purposes of their traffic, so much of the Neath and Brecon Railway as is situated between the junction therewith, near Devynock before described and the station of that railway at Devynock, including such station, together with all works and conveniences connected with such portion of railway and station, on such terms as shall be agreed upon between the Company and the Neath and Brecon Railway Company, or, failing agreement, as shall be settled by a single arbitrator to be appointed, on the application of either company, by the Board of Trade, according to the provisions of "The Railway Companies Arbitration Act, 1859."

Company may use portion of Central Wales Extension Railway.

37. The London and North-western Railway Company shall permit the Company, and all companies and persons lawfully working or using the railway, to run over, work, and use, with engines and carriages, for all purposes of their traffic, so much of the Central Wales Extension Railway as is situated between the junction therewith before described near Llandovery and the Vale of Towy Railway, together with the works and conveniences of or connected with such portion of railway, on such terms as shall be agreed upon between the Company and the London and North-western Railway Company, or, failing agreement, as shall be settled

by a single arbitrator, to be appointed, on the application of either company, by the Board of Trade, according to the provisions of "The Railway Companies Arbitration Act, 1859."

Company may use part of Vale of Towy Railway.

38. The owners and lessees of the Vale of Towy Railway shall respectively permit the Company, and all companies and persons lawfully working or using the railway, to run over, work, and use, with engines and carriages, for all purposes of their traffic, so much of the Vale of Towy Railway as is situated between the Landovery station thereon and the Central Wales Extension Railway, including the Landovery station, and the works and conveniences connected with such portion of railway and station, on such terms as shall be agreed upon between the Company and the owners or lessees of the Vale of Towy Railway, or, failing agreement, as shall be settled by a single arbitrator, to be appointed, on the application of either company, by the Board of Trade, according to the provisions of "The Railway Companies Arbitration Act, 1859."

Working arrangements.

39. The Company on the one part, and the Brecon and Merthyr Tydfil Junction Railway Company, the Mid Wales Railway Company, and the Hereford, Hay, and Brecon Railway Company, or any or either of those companies, on the other part, may from time to time enter into and carry into effect contracts, agreements, and arrangements with respect to the following purposes, or any of them, and any incidental matters; (that is to say,)

The maintenance, use, and working by any or either of the contracting companies of all or any part of the railways and works of the other or others of them;

The regulation, management, interchange, and transmission of the whole or any part of the traffic thereon;

The supply and maintenance of engines, rolling stock, and plant;

The fixing, collection, payment, division, appropriation, and apportionment of the tolls and other income and profits arising under any such contract, agreement, or arrangement, and the employment of officers and servants;

And any such contract or agreement may be made for the same period of time with reference to all the purposes of the contract, or for different periods with reference to different purposes.

Traffic arrangements.

40. The Company and the Llanelly Railway and Dock Company may from time to time enter into and carry into effect contracts, agreements, and arrangements with respect to the use of all or any part of their respective railways and works; the regulation, interchange, and transmission of the whole or any part of the traffic thereon; and the fixing, collection, payment, division, appropriation, and apportionment of the tolls and other income and profits arising under any such contract, agreement, or arrangement.

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Traffic facilities.

41. The Company on the one hand, and the Brecon and Merthyr Tydfil Junction Railway Company, the Mid Wales Railway Company, the Hereford, Hay, and Brecon Railway Company, and the Llanelly Railway and Dock Company, on the other hand, shall from time to time afford to each other all reasonable and proper facilities for the due forwarding, transmission, collection, and delivery of traffic passing from or destined for the railway of the Company to, from, at, and over the railways and stations of the said other companies or any of them.

Terms for affording traffic facilities.

42. All such traffic facilities shall be afforded subject to such reasonable rules and regulations, and on payment of such tolls, fares, rates, and charges, as the Company and such one or more of the said other companies as are interested from time to time agree on, or (in default of agreement) upon such terms as an arbitrator appointed by the Board of Trade shall direct.

Tolls partly on railway and partly on railways of other companies.

43. Where, under this Act, any passengers, animals, or goods are conveyed for a distance less in the whole than three miles, partly on the railway by this Act authorised and partly on any other railway, tolls, fares, rates, and charges may be demanded as for three miles only; and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond three miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway and partly on any other railway.

Saving rights of companies.

44. Except only 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 any company in this Act mentioned.

Interest not to be paid on calls paid up.

45. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

46. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which by any standing order of either House of Parliament, now or hereafter in

force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railway not exempt from provisions of present and future general Acts.

47. Nothing herein contained shall be deemed or construed to exempt the railway by this Act authorised to be made from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Expenses of Act.

48. All costs, charges, and expenses of and incidental to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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SCHEDULE.

Articles of Agreement, entered into this 27th day of March 1871, between the promoters of the Usk and Towy Railway Bill, now pending in Parliament, by Joseph Richard Cobb of Brecon, their agent and solicitor, of the one part, and Anthony Mervin Story Maskelyne of Basset Down House in the county of Wilts, and of Glanusk Villa in the county of Brecon, Esquire (herein-after referred to as the vendor), of the other part.

Whereas by the said Bill it is proposed to incorporate a company, to be called the Usk and Towy Railway Company (herein-after referred to as "the Company"), with power to make and maintain the railway therein described: And whereas the said railway as projected will pass through the vendor's Glanusk estate in the parish of Devynnock in such a manner as to intersect and (as alleged by the vendor) seriously damage the same, and as also to cause serious residential and other injury to the vendor, and he therefore presented a petition to the House of Lords against the said Bill, and is prepared to prosecute the same, but in order to induce him to withdraw from opposition to the said Bill the promoters have agreed to the following conditions: Now these presents witness, and the said promoters, for themselves and all others promoting the said Bill, hereby agree with the vendor, his heirs and assigns, as follows:

Article 1. If the said Bill pass into an Act during the present session of Parliament, and as passed contains power to take any land of the vendor, the Company will purchase from the vendor, his heirs or assigns, and he or they will sell to the Company, at the price of 50*l.* per acre, and so in proportion for any part of an acre, so much of the two parcels of land on the Company's deposited plan numbered respectively 20 and 22, being portions of the said estate, and being part of the lands which the Company may take under the Bill when passed.

Article 2. The Company shall, before entering upon any land of the vendor (and in addition to all moneys payable under Article 1), pay to the vendor, as and for a personal compensation to him for the annoyance, inconvenience, disturbance, damage, loss, and injury which the vendor, his heirs or assigns, has sustained, and may or will sustain, in consequence of the making of surveys for the said intended railway and the works connected therewith, and the laying out, construction, and working thereof, and in particular by reason that the house and premises of the vendor, known as Glanusk, will be injuriously affected by the construction of the said intended railway, and the pleasure grounds thereof severed and curtailed, such a sum as shall, at the costs and charges in all things of the said Company, be absolutely determined by Messrs. John and Henry Drew, of the city of Exeter, land surveyors, or the survivor of them, by writing under their or his hand.

Article 3. The Company shall, at their own expense, use their utmost exertions to acquire for and to procure to be conveyed to the said vendor, his heirs or assigns, (free of cost,) the lands between the railway and the River Usk opposite to or adjoining the other lands of the said vendor, and convenient to be held therewith. The Company shall also convey to the said vendor (free of cost) all land which may be acquired by the Company by reason of the diversion of the road between the turnpike road and the proposed line, or otherwise adjoining any land of the vendor. The said arbitrators shall, in fixing the compensation aforesaid under Article 2, take into account the value of such lands as shall be conveyed by the Company to the said vendor as aforesaid.

Article 4. The Company shall not take or require to be conveyed to them the pieces of land on the Company's deposited plan numbered 19 and 26, nor use the same, except for raising the bank which will be left standing between their line of rails and Glanusk.

Article 5. The Company shall bear and pay all the costs, charges, and expenses of the vendor, his heirs and assigns, of deducing and making out such of the title as the Company may require to the parcels of land agreed by Article 1 hereof to be sold to them, and of making and attending the execution of the conveyance thereof and of these presents, and all other costs, charges, and expenses whatsoever of and incidental to the sale and conveyance of these parcels.

Article 6. The moneys payable under the foregoing articles shall not include any compensation which may be payable to the vendor for or in respect of timber or other trees standing on the land to be sold under Article 1 hereof.

Article 7. After the completion of that portion of the intended railway which will run to the south of the garden wall of Glanusk, the Company shall, if required by the vendor, his heirs or assigns, forthwith re-convey to him or them any lands purchased by the Company from him which shall not be actually required for the purposes of the intended railway, at the price of 40*l.* per acre.

Article 8. The Company shall, at their own cost, before they construct the part of the intended railway in this Article herein-after described, make, place, or leave, and thenceforth for ever maintain, between the lines of the railway and the turnpike road, a bank of not less than eighteen feet in height above the level of their rails opposite and along the whole length of the railway between the iron gates to Glanusk Villa and the River Usk to the west. The slope of the said bank in the side nearest to the said turnpike road to be planted, and for ever hereafter kept planted, with shrubs and trees, by and at the expense of the Company, and to the satisfaction of the vendor, his heirs and assigns, unless and until the Company shall convey the said bank and the site thereof to the vendor, his heirs and assigns.

Article 9. The Company shall at their own costs make, before they use the railway for traffic, and thenceforth for ever maintain, a footpath, with gates at each end, for the private use of the vendor, and other the owner or owners for the time being of Glanusk, and his and their servants, tenants, and friends, across the intended railway, so that he and they may at all times have liberty

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and power to cross on foot from Glanusk aforesaid to so much of the parcel of land numbered 22 on the said deposited plan as shall remain the property of the said vendor, the said pathway to be of such a nature, and between such points, as (if not agreed upon between the Company and the vendor) shall be determined by Mr. Penry Williams of Penpont, or by the county road surveyor for Breconshire.

Article 10. All the works by this Agreement provided to be executed by the Company shall be completed and maintained by them to the satisfaction in all things of the vendor, his heirs or assigns.

Article 11. This Agreement shall be scheduled to the said Bill, and confirmed by a clause to be inserted therein.

Article 12. The Company will, if required, at their own cost, affix their common seal to a duplicate of this Agreement, and deliver it to the vendor within one month after the Bill passes into law.

Article 13. If any question or difference shall arise between the parties hereto, or between them or either of them and the Company, as to the construction or meaning of any of these articles, or as to any act done or to be done in pursuance thereof, or upon any matter arising out of or in any way incidental thereto, every such question or difference, except as to the compensation provided for by Article 2 hereof, shall, at the expense in all things of the promoters, until the Bill is passed, and afterwards of the Company, be referred to arbitration, and, according to the provisions of "The Common Law Procedure Act, 1864," and the provisions of the Act as to reference, arbitration, and award, except otherwise herein specially provided for, shall extend and apply to such reference under this Agreement in the same manner and as fully as if those provisions had been repeated herein.

Article 14. In consideration of the preceding articles, the vendor will not further oppose the passing of the said Bill during the present session.

Article 15. This Agreement shall be void if the promoters fail during the present session of Parliament to pass the said Bill into an Act authorising the construction of a railway through any part of the estate of the vendor.

As witness the hands of the parties hereto.

J. R. Cobb.
Anthony Mervin Story Maskelyne.

Witness to both signatures—
Jas. Wm. Dawson,
28, Lincoln's Inn Fields, London.

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