ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. clxxxviii.

An Act for making a Railway from the *Merthyr, Tredegar, and Abergavenny* Railway to *Crickhowell;* and for other Purposes.

[14th *July* 1864.]

WHEREAS the Construction of a Railway from the *Merthyr, Tredegar, and Abergavenny* Railway in the Parish of *Llanfoist* in the County of *Monmouth* to *Crickhowell Bridge* in the Parish of *Crickhowell* in the County of *Brecon* would be of public and local Advantage: And whereas Plans and Sections of the proposed Railway showing the Line and Levels thereof, and Books of Reference containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands through which the same is intended to be made or pass, or which may be required for the Purposes of the Undertaking, have been deposited with the respective Clerks of the Peace for the Counties of *Monmouth* and *Brecon:* And whereas the Persons herein-after named, with others, are willing, at their own Expense, to execute such Undertaking if authorized so to do, and are desirous of being incorporated into a Company for that Purpose: And whereas it is expedient that the Company so to be incorporated, and the *Merthyr, Tredegar, and Abergavenny* and *London and North-western* Railway Companies should be empowered to enter into and carry into effect such

Working and Traffic Arrangements as herein-after in that Behalf provided: And whereas the Purposes aforesaid cannot be effected 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,)

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

1. "The Companies Clauses Consolidation Act, 1845," Part I. (relating to Cancellation and Surrender of Shares) of "The Companies Clauses Act, 1863," "The Railways Clauses Consolidation Act 1845," Part I. (relating to Construction of a Railway,) and Part III. (relating to Working Agreements,) of "The Railways Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall (save in so far as the same are varied or excepted by the express Provisions of this Act) be incorporated with this Act; and in construing those Acts and Parts of Acts in connexion with this Act, the Expression "Superior Courts" shall include any Court of competent Jurisdiction as in this Act defined, and the Expression "Court of competent Jurisdiction," or any other like Expression in this Act or in the Acts or Parts of Acts 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.

Short Title.

2. This Act may be cited for any Purpose whatsoever as "*Vale of Crickhowell* Railway Act, 1864."

Incorporation of Company.

3. *George Augustus Apreece Davies*, *William Parry*, *William Lewis*, *Henry Jeffreys*, and *William Christopher*, 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 Works herein-after described, with all proper Works and Conveniences belonging thereto, according to the Provisions of this Act, and for other the Purposes herein and in the said incorporated Acts and Parts of Acts respectively contained, and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Vale of Crickhowell* Railway 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 said incorporated Acts contained.

4. The

Capital.

4. The Capital of the Company shall be Forty-eight thousand Pounds, and the Number of Shares into which that Capital shall be divided shall be Four thousand eight hundred, and the Amount of each Share shall be Ten Pounds: Provided, that it shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Calls.

5. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company shall be authorized to make on the Shareholders, and Three Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon such Share.

Interest or Dividend not to be paid on Calls paid up.

6. It shall not be lawful for the Company 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, to pay Interest or Dividends to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein contained shall be deemed to prevent the Company from paying 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 Company's Capital.

7. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

Power to borrow on Mortgage.

8. It shall be lawful for the Company to borrow on Mortgage or Bond any Sum not exceeding in the whole Sixteen thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Forty-eight thousand Pounds shall have been subscribed for, and One Half Part thereof shall have been actually 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 the whole of the said Capital of Forty-eight thousand Pounds have been

issued and accepted, and that not less than Twenty *per Centum* has been paid up on account of each separate Share (before or at the Time of the Issue or Acceptance 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 Facts the Certificate of such Justice under that Section shall be sufficient Evidence.

Arrears may be enforced by Appointment of a Receiver.

9. It shall be lawful for the Mortgagees of the Company to enforce the Payment of Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of such Receiver, in the event of the Principal Money due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than One thousand six hundred Pounds in the whole.

Application of Monies.

10. All Monies raised under the Powers of this Act, either by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only and for no other Purpose.

First Ordinary Meeting.

11. The First Ordinary Meeting of the Company shall be held within Four Months next after the passing of this Act.

Quorum of Meeting.

12. The Quorum to constitute a Meeting of the Company shall be any Number of Shareholders holding not less than One Fortieth Part of the Capital of the Company.

Qualification of Directors.

13. The Number of the Directors shall, unless and until reduced as herein-after provided, be Six; and the Qualification of a Director shall be the Possession in his own Right of Thirty Shares in the Undertaking.

For Reduction of Directors.

14. The Company may, by the Vote of any Ordinary or Extraordinary Meeting, from Time to Time reduce the Number of Directors for the Time being, but so that such Number shall at no Time be less than Three; and the Company may also, on each such Reduction, determine which Director or Directors shall retire, and the future Order of Rotation in which the reduced Number of Directors shall go out of Office.

Quorum of Directors.

15. The Quorum of a Meeting of Directors shall be Three; but if and when the Number of the Directors shall have been reduced to Three, such Quorum shall be Two.

16. *George*

First Directors.

16. *George Augustus Apreece Davies*, *William Parry* (of *Nenadd fru*), *William Lewis*, *Henry Jeffreys*, and *William Christopher*, and such One other qualified Person as they or the Survivors of them, by the Majority of the before-named Persons, or of the Survivors of them, shall hereafter nominate in that Behalf, shall be the First Directors of the Company: Provided always, that the Acts and Proceedings of the Directors for the Time being, previous to such Nomination, shall not be invalidated or prejudiced by reason of the Number of the Directors being less than Six.

Retirement and Election of Directors.

17. The First Directors shall continue in Office until the First Ordinary Meeting of the Company, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the First Directors or may elect a new Body of Directors, or may continue in Office any Number of the First Directors and elect other Directors to supply the Places of those not continued in Office, the First Directors being in each Case eligible for Re-election; and at the First Ordinary Meeting to be held in the Year One thousand eight hundred and sixty-five, and at the First Ordinary Meeting to be held in every subsequent Year One Third, or as near thereto as may be, of the Directors (to be determined as in "The Companies Clauses Consolidation Act, 1845," is provided) shall retire from Office, and the Shareholders present, personally or by proxy, shall, agreeably to the Provisions of that Act in that Behalf, elect Persons to supply the Places of the Directors then retiring from Office, 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 that Act.

Power to make Railway, &c. according to deposited Plans.

18. The Company may, subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts and Parts of Acts contained, make and maintain the Railway herein-after described in the Line and upon the Lands delineated on the Plans and described in the Books of Reference, and according to the Levels defined on the Sections deposited as aforesaid, and may enter upon, take, and use such of the said Lands as shall be necessary for such Purpose, and for the Purpose of Station Accommodation, and other Works and Conveniences connected with the Railway.

Description of Line.

19. The Railway by this Act authorized is as follows: A Railway commencing by a Junction with the *Merthyr*, *Tredegar*, *and Abergavenny* Railway, in the Parish of *Llanfoist* in the County of *Monmouth*, and terminating at or near to *Crickhowell Bridge* in the Parish of *Crickhowell* in the County of *Brecon*.

Power to stop up a certain Road.

20. The Company may, for the Purposes of this Act, stop up the Road numbered on the Plans deposited as aforesaid 71, in the Parish of *Llanelly*, and it shall not be necessary for the Company to cause any other Road to be made instead thereof.

Dimensions of Bridges over Roads.

21. The Company may make the Arches of the Bridge for carrying the Railway over the Road next herein-after mentioned of any Height and Span not less than the Height and Span herein-after mentioned in connexion with that Road; (that is to say,)

Number of Road on Plans deposited for the Purposes of this Act.	Parish in which the Road is shown on those Plans.	Description of Road.	Height.	Span.
27	Llanwenarth Ultra	Public Road - -	15 Feet	20 Feet

Width of Bridges over Railway.

22. The Company may make the Bridges for carrying the Roads next herein-after mentioned over the Railway of any Widths not less than the respective Widths herein-after specified in connexion with those Roads respectively; (that is to say,)

Number of Road on Plans deposited for the Purposes of this Act.	Parish in which the Road is shown on those Plans.	Description of Road.	Width between the Fences.
40	Llanelly - - -	Public Road - -	18 Feet.
66	Llanelly - - -	Public Road - -	18 Feet.

For Protection of Sir T. Phillips Property.

23. It shall not be lawful for the Company without, in each Instance, the previous Consent in Writing of *Sir Thomas Phillips*, or other the Owner for the Time being of *Peny Worlod House*:

(*a.*) To enter upon, take, or use any Lands of the said *Sir Thomas Phillips*, except so far as shall be required for constructing the Railway with a double Line of Way:

(*b.*) To construct the Railway nearer to *Peny Worlod House* than the centre Line shown on the Plans deposited for the Purposes of this Act:

(*c.*) To prolong the Railway beyond, or to construct any Works to the South of, the Point of Junction with the *Merthyr, Tredegar, and Abergavenny* Railway, shown on the said Plans.

Agreement in Schedule (A.) for Pro-

24. The Agreement, of which a Copy is set forth in the Schedule A. to this Act annexed, so far as it is intended to be an Agreement between

between the Company and the Venerable *Richard William Payne Davies*, Archdeacon of *Brecon*, is by this Act confirmed, and may and shall be executed by the Company under their Common Seal, and shall be binding on the Company and the Venerable *Richard William Payne Davies* respectively, and full Effect shall be given thereto, according to the true Intent thereof.

Protection of the Venerable R. W. P. Davies's Estates confirmed.

25. The Agreement, of which a Copy is set forth in Schedule B. to this Act annexed, so far as it is intended to be an Agreement between the Company and *Philip Williams* of *Aberbaiden*, in the County of *Brecon*, Esquire, is by this Act confirmed, and may and shall be executed by the Company under their Common Seal, and shall be binding on the Company and the said *Philip Williams* respectively, and full Effect shall be given thereto, according to the true Intent thereof.

Agreement in Schedule (B.) for Protection of Estate of P. Williams, Esq. confirmed.

26. The Company may purchase, by Agreement and not compulsorily, for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Three Acres.

Lands for extraordinary Purposes.

27. 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 Two Years from the passing of this Act.

Powers for compulsory Purchases limited.

28. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of that Period all the Powers hereby granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

Limiting Time for Completion of Railway.

29. And 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, a Sum of Three thousand eight hundred and forty Pounds, being Eight *per Centum* upon Forty-eight thousand Pounds, the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited with 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 Sum so deposited as aforesaid, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or delivered 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

Security for Completion of Railway within Time limited.

unless the Company shall, previously to the Expiration of the Period by this Act limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Board of Trade 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 Railway for the public Conveyance of Passengers or have given such Proof as aforesaid, to the Satisfaction of the Board of Trade, the said Sum of Money so deposited as aforesaid and the Interest and Dividends thereof, shall, immediately from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid and delivered 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 delivered shall be carried to and form Part of the Consolidated Fund 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 so deposited shall have been executed by the Company, with One or more Sureties (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum so deposited, if the Company shall not, within the Period by this Act limited for the Completion of the Railway, either open the said Railway for the public Conveyance of Passengers or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then the said Sum of Money so deposited as aforesaid, and the Interest or Dividends thereof, shall be paid or delivered 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, or the Executors or Administrators of such Survivor, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money so deposited as aforesaid 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

that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

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

Tonnage on Articles of Merchandise.

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

Class 1. For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Copper, Tin, Lead, and other Ores, *per* Ton *per* Mile not exceeding One Penny, and if conveyed in Carriages belonging to the Company an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 2. 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 One Penny Halfpenny, and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Halfpenny:

Class 3. For all Sugar, Grain, Corn, Flour, Hides, Dye-woods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile not exceeding Twopence, and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding Three Farthings:

Class 4. For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Threepence, and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile not exceeding One Penny:

Class 5. And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried and conveyed on a Truck or Platform, *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:

In respect of Passengers and Animals conveyed in Carriages upon the Railway, the Company may demand any Tolls for the Use of the Railway not exceeding the following; (that is to say,)

Class 6. For every Person conveyed in or upon any Carriage, *per* Mile not exceeding Twopence, and if conveyed in or upon any Carriage belonging to the Company an additional Sum *per* Mile not exceeding One Penny:

Class 7. For every Horse, Mule, Ass, or other Beast of Draught or Burden (except Oxen) conveyed in or upon any Carriage, *per* Mile not exceeding Threepence, and if conveyed in or upon any Carriage belonging to the Company an additional Sum *per* Mile not exceeding One Penny:

Class 8. 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 belonging to the Company an additional Sum *per* Mile not exceeding One Penny:

Class 9. For every Calf or Pig, Sheep, Lamb, or other small Animal conveyed in or upon any Carriage, *per* Mile not exceeding Three Farthings, and if conveyed in or upon any Carriage belonging to the Company an additional Sum *per* Mile not exceeding One Farthing.

Tolls for propelling Power.

31. The Company may demand for the Use of Engines for propelling Carriages on the Railway any Tolls not exceeding One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls by this Act authorized to be taken.

Maximum Charges for Conveyance of Passengers.

32. 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 for every other Expense incidental to such Conveyance, shall not exceed the following Sums:

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 Conveyance of Goods and Cattle.

33. The maximum Rates of Charge to be made by the Company for the Conveyance of Goods and Animals on the Railway, including the Charges for the Use of Carriages, Waggons, or Trucks, and for locomotive Power, and all other Charges incidental to such Conveyance,

veyance, (except a reasonable Sum for loading, covering, and unloading 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 for the several Articles and Animals comprised in the following Classes the several Sums herein-after mentioned with reference to those Classes respectively; (that is to say,)

Class 1, *per* Ton *per* Mile One Penny Halfpenny:
Class 2, *per* Ton *per* Mile Twopence:
Class 3, *per* Ton *per* Mile Threepence:
Class 4, *per* Ton *per* Mile Fourpence:
Class 5, *per* Ton *per* Mile Sixpence:
Class 7, *per* Head *per* Mile Fourpence:
Class 8, *per* Head *per* Mile Twopence:
Class 9, *per* Head *per* Mile One Penny.

Terminal Station defined.

34. No Station is to be considered a Terminal Station in regard to any 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.

Restrictions as to Charges not to apply to Special Trains.

35. The Restrictions herein-before contained on the Charges for Passengers to be made by the Company shall not extend to any Special Trains that may be required to be run on the Railway, but 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 on the Railway.

Regulations as to Tolls.

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

For Passengers, Animals, or Goods conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls as for Four Miles:

For a Fraction of a Mile beyond Four Miles or any greater Number of Miles the Company may with respect to Goods, Animals, and Minerals demand Tolls for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile, and with respect to Passengers every such Fraction of a Mile shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Tolls 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 greater or smaller Quantity.

Tolls for small Parcels and single Articles of great Weight.

37. With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls prescribed by this Act the Company may lawfully demand any Tolls not exceeding the following; (that is to say,)

For the Carriage of small Parcels on the Railway or any Part thereof (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; and for Parcels exceeding Fifty-six 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 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 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 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 Boiler, Cylinder, Bob, or 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.

Company may take increased Charges by Agreement.

38. 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 of such Goods (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation to such Goods.

39. Every

Passengers Luggage.

39. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for each First-class Passenger, One hundred Pounds in Weight for each Second-class Passenger, and Sixty Pounds in Weight for each Third-class Passenger, without any Charge being made for the Carriage thereof.

Working Arrangements between Company and other Companies.

40. Subject to the Provisions of Part III. (Working Agreements) of the "Railways Clauses Act, 1863," the Company and the *Merthyr, Tredegar, and Abergavenny* and *London and North-western* Railway Companies (herein-after called "the Two Companies"), or either of them, from Time to Time may make and carry into effect Contracts and Arrangements with respect to all or any of the following Purposes and all incidental Matters; (to wit,)

The Maintenance and Repair, Use and Working of the Railway or any Part of the Railway, by the Two Companies or either of them:

The Regulation, Management, Collection, Transmission, and Delivery by the contracting Companies, or any or either of them, of the whole or any Part of the Traffic upon or passing to or from the Railway or any Part thereof, and the Supply of Rolling and Working Stock for such Purposes, and the Employment, Remuneration, and Dismissal of Officers and Servants:

The Fixing, Collection, Payment, Division, Appropriation, and Distribution of the Tolls and other Income and Profits of the Railway:

And any such Contract or Arrangement 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.

Tolls during Contracts.

41. If and while under any such Contract or Arrangement the Two Companies, or either of them, work the Railway of the Company, that Railway shall, for the Purposes of Tolls and Charges, be deemed Part of the *Merthyr, Tredegar, and Abergavenny* Railway, and to form therewith One continuous Line of Railway; and in estimating the Tolls and Charges to be taken in respect of Traffic conveyed under the Contract or Arrangement partly on the Railway of the Company and partly on the *Merthyr, Tredegar, and Abergavenny* Railway for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles, which Tolls and Charges shall be deemed the Short-distance Charge; and for each Mile or Fraction of a Mile beyond Four Miles as for One Mile only in respect of Passengers, and for each entire Mile beyond Four Miles as for One Mile only in respect of Animals, Minerals, and Goods; and for each Fraction of a Mile beyond Four Miles, Tolls

and Charges may be taken for Animals, Minerals, and Goods in proportion to the Number of Quarters of a Mile contained therein; and for this Purpose a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile, and no other Short-distance Charge shall be made on the said Railways while worked together.

Facilities and Powers to Great Western Railway Company in certain Events.

42. If the Company shall enter into any Agreement with the *London and North-western* Railway Company, under the Powers of this Act, in that event the Company shall book and invoice Through Passengers, Cattle, Goods, Minerals, or any other Traffic passing or intended to pass over any Part of the *Great Western* Railway, to, from, or over the Railway or any Part thereof, and shall afford to the *Great Western* Railway Company, for the Purposes of such booking and invoicing through, due Facilities, Conveniences, and Accommodation at the Stations, Sidings, and Junctions on the Railway; and the Rates, Fares, and Charges for or in respect of the Traffic aforesaid shall be such as shall from Time to Time be agreed upon between the Company and the *Great Western* Railway Company, or as, failing such Agreement, shall be settled by Arbitration, in manner provided by the "Railway Companies Arbitration Act, 1859." If the Company shall decline or refuse, after Notice from the *Great Western* Railway Company, to observe any of the above Stipulations, any Complaint of the last-mentioned Company thereupon shall from Time to Time be determined by Arbitration in manner aforesaid, and if the Arbitrator shall be of opinion that the Complaint is well founded he may give such Orders and Directions in the Matter as in his Opinion shall be fit and proper for the Removal of the Complaint, and if the Company shall decline or refuse to obey any such Order or Direction, then, upon Proof of the Fact to the Satisfaction of the Arbitrator, the *Great Western* Railway Company shall be entitled to run over and to use with their Engines, Carriages, Waggons, and Servants at all Times and for all the Purposes of their Traffic in Passengers, Animals, Goods, and Minerals, the Railway or any Part thereof, and all the Stations, Water Places, and other Conveniences of and connected with such Railway on such Terms and Conditions, and upon Payment of such Tolls, Rates, and Charges, or of such Rent or other Consideration as may from Time to Time be agreed upon between the *Great Western* Railway Company and the Company, or as, failing such Agreement, may from Time to Time be determined by Arbitration in manner aforesaid: Provided always, that it shall not be lawful for the *Great Western* Railway Company, in exercising such Running Powers without the Consent in Writing of the Company, to take up at any Station of the Railway of the Company any Passengers, Cattle, Goods, Minerals, or other Traffic, Matters or Things, and to deliver the same at any other Station of that Railway.

43. Nothing

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

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

Expenses of Act.

44. The Costs and Expenses of obtaining and passing this Act, and preparatory or incidental thereto, shall be paid by the Company.

SCHE.

SCHEDULES referred to in the foregoing Act.

SCHEDULE A.

ARTICLES of AGREEMENT made the Day of April 1864, between David Thomas of Brecon, South Wales, and Edward John Cox Davies of Crickhowell, South Wales, Attornies, the Solicitors made Parties hereto for and on behalf of the Promoters of the Vale of Crickhowell Railway, of the First Part; the said David Thomas and Edward John Cox Davies, on behalf of the Vale of Crickhowell Railway Company, of the Second Part; and the Venerable Richard William Payne Davies, Archdeacon of Brecon, of the Third Part.

WHEREAS the said David Thomas and Edward John Cox Davies, with others, are promoting a Bill in Parliament, the Short Title of which is "The Vale of Crickhowell Railway Bill, 1864," whereby it is proposed that a Company shall be incorporated and shall be authorized among other things to make and maintain a Railway from the Merthyr, Tredegar, and Abergavenny Railway to Crickhowell: And whereas the said Richard William Payne Davies is or claims to be entitled in Fee Simple to certain Lands which will be intersected by the Line of the proposed Railway: And whereas the said Richard William Payne Davies, being apprehensive that the making and maintaining of the Railway according to the Plans and Sections deposited in compliance with the Standing Orders of Parliament will injuriously affect his said Lands, has presented a Petition to Parliament, praying to be heard in opposition to the said Bill; but at Request of the Promoters, the said Richard William Payne Davies has consented to withdraw from further Opposition to the Bill upon this Agreement being entered into: Now these Presents witness that, for the Considerations herein appearing, it is hereby mutually agreed by and between the Parties hereto of the First and Second Parts, on behalf of themselves and all other Persons promoting the said Bill on the one hand, and the said Richard William Payne Davies for himself, his Heirs, Executors, Administrators, and Assigns on the other hand, as follows; that is to say,

ARTICLE 1. The said intended Railway, where it will pass through the Lands of the said Richard William Payne Davies, shall be constructed according to the deposited Plans and Sections (or with such Deviations and Variations as are now by Law allowed).

2. The said Richard William Payne Davies will sell to the said intended Company, and the Company will purchase and pay for, all such Lands belonging to the said Richard William Payne Davies as they shall require for their Line, Works, Stations, and other Conveniences, at such Sum as shall be named by William Havard Apperley of the City of Hereford, the Surveyor who has been agreed to be nominated by the said Richard William Payne Davies and the Company, and his Decision alone shall be final and binding on all Parties, and all Claims as well in respect of residential Damage (if any), and Severance and otherwise howsoever in relation to the Premises, except Compensation to Tenants, shall be included in such his Decision.

3. The

3. The Company shall erect and establish, and at all Times constantly maintain, a public Station for Goods and Passenger and Mineral Traffic on the Lands of the said Richard William Payne Davies, called the Forge Lands, at Llangrivyney, in the Parish of Llangrivyney, at or within One Furlong on either Side of the Point marked 3 Miles 1 Furlong on the deposited Plans, and shall not open their Railway or any Part thereof for public Traffic without having finished and at the same Time opening the said proposed Station. And the Company shall cause to stop at such Station, on each Weekday, not less than Two Passenger Trains and One Goods Train each Way.

4. If the Company shall occupy, take, or use for any temporary Purpose of the said Railway any Lands of or belonging to the said Richard William Payne Davies the Amount of the Compensation to be paid by them to him in respect of such Occupation, taking, and Use shall be determined by the said William Havard Apperley.

5. During the Construction of the Line and Works of the Railway the Company shall provide so many Watchers and Policemen as shall be necessary and sufficient to protect the Estates of the said Richard William Payne Davies from poaching, trespassing, and Depredation by Persons employed on the said Works and to prevent the Occurrence of any Breach of the Peace between any of those Persons and Persons in the Employ of the said Richard William Payne Davies or other the Inhabitants of the adjacent District.

6. Provided that these Presents shall not take away or limit any Right to which the Owner of any of the Estates of the said Richard William Payne Davies, or the Company respectively, may from Time to Time be entitled under "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," respectively, save so far as any such Right is herein expressly varied or abrogated.

SCHEDULE B.

ARTICLES OF AGREEMENT made the Thirty-first Day of May One thousand eight hundred and sixty-four, between David Thomas of Brecon, South Wales, and Edward John Cox Davies of Crickhowell, South Wales, Attornies, the Solicitors made Parties hereto for and on behalf of the Promoters of the Vale of Crickhowell Railway of the First Part; the said David Thomas and Edward John Cox Davies, on behalf of the Vale of Crickhowell Railway Company, of the Second Part; and Philip Williams, of Aberbaiden in the Parish of Llanelly in the County of Brecon, South Wales, Esquire, of the Third Part.

WHEREAS the said David Thomas and Edward John Cox Davies, with others, are promoting a Bill in Parliament, the Short Title of which is "The Vale of Crickhowell Railway Act, 1864," whereby it is proposed that a Company shall be incorporated, and shall be authorized among other things to make and maintain a Railway from the Merthyr, Tredegar, and Abergavenny Railway to Crickhowell: And whereas the said Philip Williams is or claims to be entitled in Fee Simple to certain Lands which will be intersected by the Line of the proposed Railway: And whereas the said Philip Williams being apprehensive that the making and maintaining of the Railway, according to the

Vale of Crickhowell Railway Act, 1864.

Plans and Sections deposited in compliance with the Standing Orders of Parliament, will injuriously affect his said Lands, has presented or is about to present a Petition to Parliament praying to be heard in Opposition to the said Bill, but at the Request of the Promoters the said Philip Williams has consented to withdraw from such Opposition to the Bill upon this Agreement being entered into and carried out: Now these Presents witness that, for the Considerations herein appearing, it is mutually agreed by and between the Parties hereto of the First and Second Parts, on behalf of themselves and all other Persons promoting the said Bill on the one hand, and the said Philip Williams for himself, his Heirs, Executors, Administrators, and Assigns on the other hand, as follows; (that is to say,)

ARTICLE 1. The said intended Railway, where it will pass through the Lands of the said Philip Williams, shall be constructed according to the deposited Plans and Sections, not nearer to the Dwelling House of the said Philip Williams at Aberbaiden than the central Line as shown in such Plans.

2. The said Philip Williams will sell to the said intended Company, and the Company will purchase and pay for, all such Lands belonging to the said Philip Williams as they shall require for their Line, at such Sum as shall be named by William Treherne Rees of Newport in the County of Monmouth, the Surveyor to be nominated by the said Philip Williams and the Company, and his Decision alone shall be binding and final on all Parties, and all Claims, as well in respect of residential Damage and Severance, and otherwise howsoever in relation to the said Premises, except Compensation to Tenants, shall be included in such his Decision.

3. The Company shall construct, erect, and at all Times constantly maintain a good substantial Bridge of sufficient Width for Carts, Horses, and Cattle over or under the intended Railway, so as to connect the several Portions of the Lands of the said Philip Williams; and such Bridge shall be so built as not to be an unsightly Object, and shall have proper protecting Walls of Iron or Stone on each Side thereof.

4. During the Construction of the Line of Railway, the Company shall provide so many Watchers and Policemen as shall be necessary and sufficient to protect the Dwelling House and Lands of the said Philip Williams from poaching, trespassing, and Depredation by the Persons employed on the said Works, and to prevent the Occurrence of any Breach of the Peace between any Persons.

5. Provided that these Presents shall not take away or limit any Right to which the said Philip Williams, his Heirs or Assigns, may from Time to Time be entitled under "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," respectively, save so far as any such Right is herein expressly varied or abrogated.

DAVID THOMAS.
E. J. C. DAVIES.
PHILIP WILLIAMS.

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