ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. cxx.

An Act for the Amalgamation of the *Swansea and Neath* Railway Company with the *Vale of Neath* Railway Company, and for authorizing the *Vale of Neath* Railway Company to make a further Line of Railway, and to raise further Monies; and for other Purposes. [13th *July* 1863.]

WHEREAS the following Acts have been passed with respect to the *Vale of Neath* Railway Company (in this Act called "the Company"); that is to say,

First, "The *Vale of Neath* Railway Act, 1846" (9 and 10 *Victoria*, Chapter 341, Local);

Secondly, "The *Vale of Neath* Railway (Amendment) Act, 1847" (10 and 11 *Victoria*, Chapter 74, Local);

Thirdly, "The *Vale of Neath* Railway (Amendment) Act, 1848" (11 and 12 *Victoria*, Chapter 27, Local);

Fourthly, "The *South Wales* Railway (New Works) Act, 1851" (14 and 15 *Victoria*, Chapter 52, Local);

Fifthly, "The *Vale of Neath* Railway Act, 1852" (15 and 16 *Victoria*, Chapter 16, Local);

Sixthly, "The *South Wales* Railway Act, 1854" (17 and 18 *Victoria*, Chapter 158, Local);

Seventhly, "The *Vale of Neath* Railway (Capital) Act, 1855" (18 and 19 *Victoria*, Chapter 25, Local);

Eighthly, "The *Vale of Neath* Railway Act, 1859" (22 and 23 *Victoria*, Chapter 22, Local);

Ninthly, "The *Vale of Neath* Railway Act, 1862" (25 and 26 *Victoria*, Chapter 182, Local);

And whereas under the Authority of those Acts the Company have made and are working and managing Lines of Railway from *Neath* to *Merthyr Tydfil* and *Aberdare* respectively and other Places, and the Company's Lines of Railway are called "The *Vale of Neath* Railway": And whereas the *Vale of Neath* Railway as originally authorized was a Broad Gauge Railway, but under the Authority of the Company's Act of 1862 they are laying down thereon Rails for the Narrow Gauge in addition to the Rails thereon for the Broad Gauge, so that by means of the Two Sets of Rails continuous Passage over the *Vale of Neath* Railway and all other Railways communicating therewith may be had: And whereas the following Act has been passed with respect to the *Swansea and Neath* Railway Company (in this Act called the *Swansea* Company); that is to say,

"The *Swansea and Neath* Railway Act, 1861" (24 and 25 *Victoria*, Chapter 242, Local);

And whereas by that Act the *Swansea and Neath* Company were authorized to raise a Capital of One hundred and twenty thousand Pounds by Shares, and to borrow on Mortgage not exceeding Forty thousand Pounds, and to make and maintain the *Swansea* Railway, commencing by a Junction near to *Neath* with the Company's Railway and terminating at *Swansea* with a Branch therefrom; and the Company were authorized to subscribe towards the Capital of the *Swansea* Company, and to hold Shares thereof to the Extent of One hundred thousand Pounds: And whereas by their Act of 1862 the Company were authorized to lend to the *Swansea* Company the Forty thousand Pounds which they were authorized to borrow on Mortgage, and to take and hold Shares of the Capital of the *Swansea* Company to the Extent of Twenty thousand Pounds in addition to the One hundred thousand Pounds which they were so authorized to subscribe: And whereas the Company have accordingly subscribed for and hold the whole of the Capital of One hundred and twenty thousand Pounds of the *Swansea* Company: And whereas it is expedient that the *Swansea* Company and their Undertaking and Property be amalgamated with the Company and their Undertaking and Property, and the *Swansea* Company be dissolved: And whereas the following Acts have been passed with respect to the *Taff Vale* Railway Company (in this Act called the *Taff Vale* Company); that is to say,

First, the Act of 6 and 7 *William* IV. Chapter 82, Local;

Secondly, the Act of 7 *William* IV. and 1 *Victoria*, Chapter 70, Local;

Thirdly,

Thirdly, the Act of 3 and 4 *Victoria*, Chapter 110, Local;
Fourthly, the Act of 7 and 8 *Victoria*, Chapter 84, Local;
Fifthly, the Act of 8 and 9 *Victoria*, Chapter 159, Local;
Sixthly, the *Taff Vale* Railway Act, 1846 (9 and 10 *Victoria*, Chapter 393, Local);
Seventhly, the *Taff Vale* Railway Act, 1848 (11 and 12 *Victoria*, Chapter 23, Local);
Eighthly, the *Taff Vale* Railway Act, 1849 (12 and 13 *Victoria*, Chapter 61, Local);
Ninthly, the *Taff Vale* Railway Act, 1857 (20 and 21 *Victoria*, Chapter 153, Local);

And whereas the following Acts have been passed with respect to the *Aberdare* Railway Company (in this Act called the *Aberdare* Company); that is to say,

First, the *Aberdare* Railway Act, 1845 (8 and 9 *Victoria*, Chapter 159, Local);
Secondly, the *Aberdare* Railway Act, 1848 (11 and 12 *Victoria*, Chapter 23, Local);

And whereas the Railway by the *Aberdare* Company's Act of 1845 authorized (in this Act called the *Aberdare* Branch of the *Taff Vale* Railway) has a Junction with the *Taff Vale* Railway near *Ynys Meyrick*, and is worked by the *Taff Vale* Company as if it were Part of their Railway: And whereas the following Acts have been passed with respect to the *Brecon and Merthyr Tydfil* Junction Railway Company (in this Act called the *Merthyr* Company); that is to say,

First, "The *Brecon and Merthyr* Junction Railway Act, 1859" (22 and 23 *Victoria*, Chapter 68, Local);
Secondly, "The *Brecon and Merthyr* Railway (Extensions) Act, 1860" (23 and 24 *Victoria*, Chapter 17, Local);
Thirdly, "The *Brecon and Merthyr* Railway (Capital) Act, 1861" (24 and 25 *Victoria*, Chapter 10, Local);
Fourthly, "The *Brecon and Merthyr* Railway (Extensions) Act, 1861" (24 and 25 *Victoria*, Chapter 235, Local);
Fifthly, "The *Brecon and Merthyr* Railway Act, 1862" (25 and 26 *Victoria*, Chapter 184, Local);

And whereas it is expedient that the Company and the *Merthyr* Company respectively be authorized to make and maintain a Junction Line of Railway in the Parish of *Merthyr Tydfil* (in this Act called "the *Merthyr* Curve"), commencing by a Junction with the *Vale of Neath* Railway, and terminating by a Junction with the authorized Railway there of the *Merthyr* Company: And whereas it is expedient that the Company and the *Aberdare* Company, the *Taff Vale* Company, and the *Merthyr* Company respectively be authorized to enter into and carry into effect Contracts and Arrangements for Purposes of this Act: And whereas it is expedient that the Company and the *Merthyr* Company respectively be authorized to raise further Monies: And whereas the Objects of this Act cannot

cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Vale of Neath* Railway Act, 1863."

*8 & 9 Vict. cc. 18. & 20., and 23 & 24 Vict. c. 106. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," (save so far as any of the Sections and Provisions of those Acts respectively are by this Act expressly varied or excepted,) are respectively incorporated with this Act.

Part of 8 & 9 Vict. c. 16. incorporated.

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say,)

With respect to the Distribution of the Capital of the Company into Shares:

With respect to the Transfer or Transmission of Shares:

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls:

With respect to the Forfeiture of Shares for Nonpayment of Calls:

With respect to the Remedies of Creditors of the Company against the Shareholders:

With respect to the borrowing of Money by the Company on Mortgage or Bond:

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

With respect to the Consolidation of the Shares into Stock:

With respect to affording Access to the Special Act by all Parties interested.

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

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context, and the Expression "Superior Courts," or "Courts of competent Jurisdiction," or any other like Expression in this Act or the incorporated Acts contained, 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.

Undertaking, &c. of Swansea Company amalgamated with Com-

5. On the Fourth *Wednesday* next after the passing of this Act the Undertaking, Railway, Property, and Effects of the *Swansea* Company shall be by this Act amalgamated with the Undertaking, Railway, Property, and Effects of the Company; and the Undertaking, Railway, Property, and Effects of the *Swansea* Company, and their Rights, Powers, Privileges, and

and Authorities with respect to the same shall accordingly be by virtue of this Act, and subject to the Provisions thereof, vested in the Company absolutely and for ever. pany's Under-taking, &c.

6. From and after the Amalgamation all the Powers, Rights, and Privileges of the *Swansea* Company, and their Directors, Officers, and Servants respectively, which by virtue of "The *Swansea and Neath* Railway Act, 1861," might be exercised and enjoyed by them respectively with respect to the Undertaking, Railway, Property, and Effects of the *Swansea* Company, shall or may be exercised and enjoyed by the Company and their Directors, Officers, and Servants respectively, with respect to the same Undertaking, Railway, Property, and Effects, under and with the same Regulations, Restrictions, Conditions, Obligations, Penalties, and Immunities, as by the *Swansea* Company, and their Directors, Officers, and Servants respectively. Exercise by Company of Powers of Swansea Company.

7. From and after the Amalgamation the Company shall to all Intents represent the *Swansea* Company as if the Company and the *Swansea* Company had originally been and had continued without Intermission to be one and the same Body Corporate. Company to represent Swansea Company.

8. From and after the Amalgamation "The *Swansea and Neath* Railway Act, 1861," shall (but subject to the Provisions of this Act with respect to the Dissolution and Winding-up of the Affairs of the *Swansea* Company), be read and have effect as if that Act had been passed with respect to the Company instead of with respect to the *Swansea* Company. Swansea Company's Act to apply to Company.

9. From and after the Amalgamation, and subject to the Provisions of this Act, the Company shall be subject to and perform and conform and be liable to all Contracts, Agreements, Duties, Obligations, Debts, Charges, Claims, and Demands whatsoever with respect to the Undertaking, Railway, Property, and Effects of the *Swansea* Company, to which if the Amalgamation did not take place the *Swansea* Company would be subject or liable, and shall indemnify the Directors, Officers, and Servants of the *Swansea* Company from the same, and all Expenses, Claims, and Demands in respect thereof. Company to perform, &c. Duties, &c. of Swansea Company.

10. From and after the Amalgamation the Undertaking, Railway, Property, and Effects of the *Swansea* Company and the Company in respect of the same shall be subject to all the Debts and Liabilities of and Claims and Demands against the *Swansea* Company and their Undertaking, Railway, Property, and Effects respectively. Company to be liable to Debts, &c. of Swansea Company.

11. Forthwith after the Amalgamation the Company shall pay, satisfy, and discharge all the Debts and Liabilities of and Claims and Demands against the *Swansea* Company, and when all the Debts and Liabilities, Claims On Payment by Company of their Debts Swansea

Company dissolved.

Claims and Demands, shall have been so satisfied and discharged, the *Swansea* Company shall by virtue of this Act be absolutely dissolved and wholly cease to exist.

General Saving of Rights under Swansea Company's Act.

12. Notwithstanding the Amalgamation of the Undertaking, Railway, Property, and Effects of the *Swansea* Company with the Undertaking, Railway, Property, and Effects of the Company, and the Dissolution of the *Swansea* Company, and except only as is by this Act otherwise expressly provided, everything before the Dissolution done, suffered, and confirmed respectively under or by the recited Act relating to the *Swansea* Company shall be as valid and as effectual both for and against the Company and as if the Dissolution had not happened; and the Amalgamation and Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Amalgamation and Dissolution had not happened, would be incident to and consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to everything so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, both present and future, the Company shall to all Intents represent the *Swansea* Company: Provided, that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

Conveyances, &c. to remain.

13. Notwithstanding the Amalgamation and the Dissolution, all Conveyances, Leases, Securities, Contracts, Awards, and other Instruments made or entered into before the Amalgamation to, with, in favour of, or by, for, or on behalf of the *Swansea* Company respectively, or any Person on their Behalf, shall be and remain as good, valid, and effectual in favour of, against, and with reference to the Company, and may be proceeded on and enforced in the same Manner to all Intents and Purposes as if the Amalgamation and the Dissolution had not happened.

Actions not to abate, &c.

14. Notwithstanding the Amalgamation and the Dissolution, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the *Swansea* Company before the Dissolution shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect, both in favour of and against the Company, in like Manner to all Intents as if the Dissolution had not happened, save only that the Company's Name shall, where necessary, be substituted therein for the Name of the *Swansea* Company.

Tolls, &c. to be paid.

15. Notwithstanding the Amalgamation and the Dissolution, all Tolls, Fares, Rates, or Charges which immediately before the Amalgamation were due and payable or accruing to the *Swansea* Company shall be payable

payable to and may be collected and recovered by the Company in like Manner as any Tolls, Fares, Rates, or Charges under this Act.

Deposited Plans, &c. to remain with Clerk of Peace.

16. Notwithstanding the Amalgamation and the Dissolution, all Plans and Books of Reference, and all Corrections and Certificates of Correction thereof respectively, deposited for the Purposes of the recited Act relating to the *Swansea* Company with any Clerk of the Peace, shall remain in his Custody as if they were deposited for the Purposes of this Act, and according to the Provisions of the Act of the First Year of Her present Majesty, Chapter Eighty-three, and the Clerk of the Peace shall accordingly permit the same to be inspected, and Copies thereof and Extracts therefrom to be taken.

Money paid into Bank, &c. to be applied, &c.

17. Notwithstanding the Amalgamation and the Dissolution, in every Case in which under the recited Act relating to the *Swansea* Company any Money was before the Dissolution paid into the Bank of *England*, or to any Trustee or Trustees as Purchase or Compensation Money, or on any Account, the Money or the Stocks, Funds, or Securities in or upon which the same is from Time to Time by the Order of the Court of Chancery or otherwise invested, and the Interests, Dividends, and annual Produce thereof shall after the Dissolution be applied and disposed of pursuant to that Act.

Resolutions, &c. continued.

18. Notwithstanding the Amalgamation and the Dissolution, all Resolutions, Orders, and Proceedings of General Meetings and Boards of Directors which immediately before the Amalgamation were binding on the *Swansea* Company or their Directors, Officers, or Servants, or any of them, shall continue in full Force and be in like Manner binding on the Company and their Directors, Officers, and Servants accordingly.

Byelaws continued.

19. Notwithstanding the Amalgamation and the Dissolution, all Byelaws of the *Swansea* Company made before the Amalgamation and then in force shall, for the Purposes of this Act, but (unless sooner confirmed under this Act) not for a longer Period than Six Months after the Amalgamation, continue in full Force as if the Amalgamation and the Dissolution had not happened, and the Byelaws may be enforced and all Proceedings thereon may be continued or taken, and all Penalties thereunder may be recovered, as if they were Byelaws under this Act.

Books, &c. continued Evidence.

20. Notwithstanding the Amalgamation and the Dissolution, all Documents, Books, and Writings by any of the recited Acts directed or authorized to be kept, and which, if the Amalgamation and the Dissolution had not happened, would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

21. Notwith-

Officers continued.

21. Notwithstanding the Amalgamation and the Dissolution, every Officer and Servant appointed by virtue of or acting under the recited Act relating to the *Swansea* Company shall hold and enjoy his Office and Employment with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company, until he be removed from the Office and Employment, and he shall have the like Power and Authority for the Purposes of this Act and be subject to the like Power of Removal, Regulations, Pains, and Penalties as if he were appointed under this Act.

Power to take Lands for Purposes of Act.

22. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use for any of the Purposes of this Act such of the Lands shown on the deposited Plans, and specified in the deposited Books of Reference thereto, as the Company from Time to Time think requisite for any of the Purposes of this Act: Provided that if the *Merthyr* Company make the *Merthyr* Curve, then the Powers of this Act with respect to the entering upon, taking, and using of Lands for the Purposes thereof may be exercised by the *Merthyr* Company instead of by the Company.

Powers for compulsory Purchases limited.

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

Lands for extraordinary Purposes.

24. The Company from Time to Time may purchase by Agreement, in addition to the Lands by this Act authorized to be taken compulsorily, any Quantity of Land for the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," not exceeding in the whole Five Acres.

Company may use Lands for Purposes of Act.

25. The Company from Time to Time may use for any of the Purposes of this Act such of their Lands as they think fit.

Power to Company or Merthyr Company to make Merthyr Curve.

26. Subject to the Provisions of this Act, the Company, or, as the Case may be, the *Merthyr* Company, may make and maintain in the Lands in that Behalf shown on the deposited Plans and specified in the deposited Books of Reference thereto, and in the Lines shown on those Plans and in accordance with the Levels shown on the deposited Sections, the *Merthyr* Curve by this Act authorized.

Merthyr Curve.

27. The *Merthyr* Curve which the Company, or, as the Case may be, the *Merthyr* Company, are by this Act authorized to make and maintain, is the following Railway, with all proper and sufficient Sidings, Stations, Approaches, Buildings, Works, and Conveniences connected therewith; that is to say,

A Railway situate wholly in the Parish of *Merthyr Tydfil*, in the County of *Glamorgan*, commencing by a Junction with the *Vale*

of

of Neath Railway, and terminating by a Junction with the Railway, No. 1, first described in and authorized by the "*Brecon and Merthyr* Railway Act, 1862."

Power to alter Engineering Works.

28. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, or, as the Case may be, the *Merthyr* Company, in the Construction of the *Merthyr* Curve may respectively deviate from the Line of any Arches, Tunnels, or Viaducts shown on the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch, or Arches as shown thereon, so as every such Substitution be authorized by a Certificate of the Board of Trade; and the Board may grant the Certificate if it appear to them upon due Inquiry that the Company have acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Lands in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, and Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Period for Completion of Railway.

29. The Railway by this Act authorized shall be completed within Two Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company, or, as the Case may be, of the *Merthyr* Company for making the same, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed.

Penalty if Line be not opened.

30. After the Expiration of the Period by this Act limited for completing the *Merthyr* Curve, the Company making default in the Completion thereof shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the respective Line be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it shall appear by Certificate, to be obtained from the Board of Trade, that the respective Company were prevented from completing or opening the Line by unforeseen Accident or Circumstances beyond their Control (but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company).

Merthyr Company to make Junc-

31. If the Company, before the opening for Traffic of the Railway (No. 1) by the "*Brecon and Merthyr* Railway Act, 1862," authorized, lay down

tion with Vale of Neath Railway.

down on the *Vale of Neath* Railway, between the Junction therewith by this Act authorized of the *Merthyr* Curve and their *Merthyr* Station, inclusive, Rails adapted for the Passage over the same of Engines and Carriages on the Narrow Gauge, so that the same may be connected with the Narrow-gauge Rails on the *Merthyr* Curve, then, if the *Merthyr* Company, in Writing under their Common Seal delivered to the Company within Three Months after the passing of this Act so elect, the *Merthyr* Company shall, at their sole Expense, and before the opening for Traffic of the Railway (No. 1) by that Act of 1862 authorized, make and for ever thereafter maintain the *Merthyr* Curve, to form proper and sufficient Means of Communication by Railway between the Railway (No. 1) by that Act authorized and the *Vale of Neath* Railway, and having a proper and convenient Junction with each of those Two Railways and the *Merthyr* Curve; and the Points of Junction thereof with those Two Railways respectively, if not agreed on between the Company and the *Merthyr* Company, shall be determined by a competent and impartial Civil Engineer to be on their Application appointed by the Board of Trade.

Junction with Taff Vale Railway to be made simultaneously.

32. The Junction by this Act authorized of the *Merthyr* Curve with the *Vale of Neath* Railway, and the Junction of the Railway firstly described in and authorized by "The *Brecon and Merthyr* Act, 1862," with the *Taff Vale* Railway shall be made and opened for Traffic simultaneously.

Power for Merthyr Company to make Merthyr Curve.

33. If the *Merthyr* Company so elect to make the *Merthyr* Curve, then the Powers and Provisions in that Behalf of this Act, including the Powers for the Acquisition and User of Lands for the *Merthyr* Curve, shall apply to the *Merthyr* Company instead of to the Company, and may be exercised by the *Merthyr* Company in their own Name accordingly.

Company to grant Easement for Junction with Vale of Neath Railway.

34. If the *Merthyr* Company so elect to make the *Merthyr* Curve, the Company shall grant to the *Merthyr* Company for a nominal Consideration a perpetual Easement or Right of using, for the Purpose of making and maintaining the *Merthyr* Curve, and the Junction of the *Merthyr* Curve with the *Vale of Neath* Railway, and the necessary Works and Conveniences, if any, in connexion with that Junction, such Parts of the Lands of the Company as it is necessary so to use: Provided that the *Merthyr* Company shall not take, and, except in exercise of that Easement or Right, shall not use or enter upon any of the Lands of the Company, without in every Case their previous Consent in Writing under their Common Seal.

If Merthyr Company not required to

35. If the *Merthyr* Company do not so elect to make the *Merthyr* Curve, or, if having so elected, they do not within Twelve Calendar Months

Months thereafter make reasonable and proper Progress (having regard to the Provisions of the "*Brecon and Merthyr* Railway Act, 1862," and of this Act) in the Construction thereof, and do not procure a Certificate to that Effect from the Board of Trade, then the same may be made, or if theretofore commenced by the *Merthyr* Company, may be completed by the Company at the Expense of the *Merthyr* Company, and by whichsoever Company made or completed the *Merthyr* Curve shall be maintained by the *Merthyr* Company at their Expense. make Merthyr Curve, Company to make it.

36. The Tolls, Fares, and Charges to be received and taken in respect of the *Merthyr* Curve shall be the Tolls, Fares, and Charges authorized to be received and taken by the *Merthyr* Company in respect of their general Undertaking, and shall be recoverable by the *Merthyr* Company accordingly. Tolls on the Merthyr Curve.

37. All the Works as well of Construction as of Maintenance and Repair of and in connexion with the Junction of the *Merthyr* Curve with the *Vale of Neath* Railway, so far as the same are made on Lands of the Company, shall be from Time to Time executed by them; and the Junction shall be effected by means of Connexion Rails and Points of the Construction most approved, and laid in the Manner most approved, and to the reasonable Satisfaction of the Company's Engineer, and the Expense of the Junction, and of all requisite Works for effecting the Junction, and of all Repairs thereof, shall be paid by the *Merthyr* Company, and the Works for the Purpose on every Occasion shall be done to the reasonable Satisfaction of the Company's Engineer. Works for Junction on Company's Land to be made by them at Expense of Merthyr Company.

38. The Company from Time to Time, on their own Land and on the Land of the *Merthyr* Company, may erect, maintain, and alter such Signals and other Works and Conveniences connected therewith, and appoint and remove such Watchmen, Pointsmen, and other Servants, as the Company deem necessary for the Prevention of Danger to or Interference with Traffic at or near to the Junction of the *Merthyr* Curve with the *Vale of Neath* Railway; and the Working and Management of the Signals, Works, and Conveniences, and the Control and Direction of the Watchmen, Pointsmen, and other Servants shall belong exclusively to the Company, and one equal Half of the Costs and Expenses during every Half Year of erecting, maintaining, and altering the Signals, Works, and Conveniences, and of employing the Watchmen and other Servants, shall be borne by the Company, and the other equal Half thereof shall at the Expiration of every Half Year be repaid by the *Merthyr* Company to the Company, and shall be recoverable in any Court of competent Jurisdiction. Signals, &c. at Junction.

39. The Company and the *Taff Vale* Company shall lay down, make, and maintain, where the Railway of the Company and the *Aberdare* Branch As to Junction near to

Gadlys Ironworks.

Branch of the *Taff Vale* Railway adjoin or nearly adjoin near to the *Gadlys* Ironworks, and on Land belonging to or occupied by those Companies respectively, such Junction or Junctions, and such Works and Conveniences incident thereto, in this Act called the *Gadlys* Junction, as shall be proper and sufficient for enabling Carriages constructed on the Narrow Gauge to pass to and from the Railway of the Company (so soon as Rails shall be laid thereon for the Narrow Gauge), from and to the *Aberdare* Branch of the *Taff Vale* Railway, and also on Lands so belonging, or occupied, and near to such Junction or Junctions, and for Use in connexion therewith, all such Sidings, Platforms, Works, Accommodation, and Conveniences, in this Act called the *Gadlys* Sidings, as are from Time to Time proper and sufficient for enabling the convenient handling, Arrangement, Accommodation, and Interchange there of all Traffic which may from Time to Time be brought and delivered there by either of the Two Companies for Transmission over the Railways of the other of them, or any Part thereof respectively.

Position of Gadlys Junction to be agreed upon between the Companies.

40. The Position and Manner of forming the *Gadlys* Junction and the Works and Conveniences incidental thereto, and the Position, Extent, and Manner of forming the *Gadlys* Sidings and the Works, Accommodation, and Conveniences incidental thereto, shall be from Time to Time such as if not agreed on between the Companies are from Time to Time settled by Arbitration between them, in accordance with "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be on their or either of their Application nominated by the Board of Trade.

Limiting Time for Completion of Gadlys Junction.

41. The *Gadlys* Junction and *Gadlys* Sidings shall be completed and ready for Use on or before the Thirty-first Day of *December* One thousand eight hundred and sixty-three, and shall be made and maintained at the joint and equal Expense of the Company and of the *Taff Vale* Railway Company.

As to Traffic from Taff Vale Railway to the Gadlys Junction.

42. From and after the Thirty-first Day of *December* One thousand eight hundred and sixty-three, the *Taff Vale* Company shall from Time to Time, without Hindrance or Delay, and as if it was their own proper Traffic, haul on their *Aberdare* Branch from any Point thereon to the *Gadlys* Junction, and into the *Gadlys* Sidings, and deliver there to the Company all Traffic tendered to the *Taff Vale* Company in Narrow Gauge Carriages, Waggons, or Trucks, and intended to pass over the Railways of the Company to *Swansea* or *Briton Ferry*; and the entire Rate or Charge to be made in respect of that Traffic between the Point at which it may be first tendered to the *Taff Vale* Company and *Swansea*, or (as the Case may be) *Briton Ferry* may, subject to the Provisions of the recited Acts applicable in that Behalf from Time to Time be fixed by the Company, and the Part of the entire Rate or Charge to be paid by the Company to the *Taff Vale* Company shall be such as if not agreed on between

between the Companies may from Time to Time be settled by Arbitration between them in manner last herein-before mentioned.

As to Traffic from Railway of Company at Gadlys Junction to the Taff Vale Railway.

43. From and after the Thirty-first Day of *December* One thousand eight hundred and sixty-three, the *Taff Vale* Company shall from Time to Time, and without Hindrance or Delay, haul on their *Aberdare* Branch from the *Gadlys* Junction, and out of the *Gadlys* Sidings, to any Point on that Branch Railway, all Traffic which having passed over the Railways of the Company from *Swansea*, or, as the Case may be, from *Briton Ferry*, shall have been placed in the *Gadlys* Sidings by the Company, and shall be tendered to the *Taff Vale* Company in Narrow-gauge Carriages, Waggons, or Trucks for Transmission to any Point on that Branch Railway, and the entire Rate or Charge to be made in respect of that Traffic, and the Apportionment thereof between the Companies, shall be respectively fixed and agreed or settled as in this Act provided with respect to the entire Rate or Charge to be made in respect of Traffic passing from the *Aberdare* Branch Railway to *Swansea* or *Briton Ferry*.

Reciprocal Interchange of Traffic at Gadlys Junction.

44. The Company and the *Taff Vale* Company shall mutually and reciprocally from Time to Time afford all proper and sufficient Facilities each to the other for the Interchange at the *Gadlys* Junction and the *Gadlys* Sidings, and for the Accommodation and Transmission of and shall properly and sufficiently accommodate and transmit on their respective Railways, all Traffic which, having passed on any of the Railways of either of the Companies, is from Time to Time tendered by that Company at the *Gadlys* Junction or in the *Gadlys* Sidings, for Transmission by the other Company over any of the Railways of the other Company.

As to Terms for such Interchange.

45. All such Facilities for the Interchange, Accommodation, and Transmission of Traffic shall be afforded by the Two Companies respectively, subject to such reasonable Rules and Regulations, and on Payment of such Tolls, Fares, Rates, and Charges, as, if not agreed on between the Companies, are from Time to Time settled by Arbitration between them in manner last herein-before-mentioned.

Power to Company and Aberdare or Taff Vale Company to contract for Purposes of Act.

46. The Company on the one hand and the *Aberdare* Company and the *Taff Vale* Company, or either of them, on the other hand, from Time to Time may enter into and carry into effect all such Contracts and Arrangements with respect to the several Purposes in that Behalf by this Act authorized, and all Matters incidental or accessory thereto, as the contracting Companies think fit, and the Terms and Conditions of the Contracts and Arrangements may be such as they think fit.

Purposes for which Company and Aberdare or Taff Vale Company may contract.

47. The Purposes for which the Company on the one hand and the *Aberdare* Company or the *Taff Vale* Company, or either of them, on the other hand may enter into Contracts and Arrangements comprise the following Purposes; (that is to say,)

First, the making on Lands belonging to the contracting Companies, or any of them, where the Company's Railway and the *Aberdare* Branch of the *Taff Vale* Railway adjoin or nearly adjoin, of such Junctions, Sidings, Platforms, Works, and Conveniences near to the *Gadlys* Ironworks as the contracting Companies from Time to Time deem proper and sufficient for facilitating and effecting the Interchange of Traffic there:

Secondly, the maintaining, working, and using by the contracting Companies, or any of them, of those Sidings, Platforms, Works, and Conveniences, or any of them:

Thirdly, the Interchange at or near to the *Gadlys* Junction of any Traffic of the contracting Companies respectively:

Fourthly, the Accommodation and Transmission of Traffic requiring to pass from the Railways of any of the contracting Companies to and over the Railways of any other of them:

Fifthly, the Payments, Contribution, and Allowances to be made by the contracting Companies, or any of them, in respect of or in connexion with any of the Purposes in this Section mentioned.

Power to Company and Merthyr Company to contract for Purposes of Act.

48. The Company and the *Merthyr* Company from Time to Time may enter into and carry into effect all such Contracts and Arrangements as they think fit with respect to all or any of the Purposes in that Behalf by this Act authorized, and all Matters incidental or accessory thereto; and the Contracts and Arrangements may be on such Terms and Conditions whatsoever as those Companies think fit.

Purposes for which Company and Merthyr Company may contract.

49. The Contracts and Arrangements which under this Act the Company and the *Merthyr* Company may enter into may be for all or any of the following Purposes; (that is to say,)

First, the Construction, Maintenance, and Management by the Two Companies, or either of them, of the *Merthyr* Curve, and the Works and Conveniences connected therewith, including the Junctions of the *Merthyr* Curve with the Railways of the Company and the *Merthyr* Company respectively:

Secondly, the User by the Two Companies, or either of them, of the *Merthyr* Curve, and the Works and Conveniences connected therewith, including those Junctions:

Thirdly, the Maintenance and Management by the Two Companies, or either of them, of that Portion of the *Vale of Neath* Railway (in this Act called the *Merthyr* End of the *Vale of Neath* Railway) which

which is situate between the intended Junction therewith of the *Merthyr* Curve and the Company's *Merthyr* Station, inclusive, and all or any of the Works and Conveniences connected with the same Portion of Railway and Station respectively:

Fourthly, the User by the Two Companies respectively of all or any Part of the *Merthyr* End of the *Vale of Neath* Railway, and the Station, Works, and Conveniences connected therewith.

Sanction of Shareholders for Contracts between Company and Aberdare, Taff Vale, and Merthyr Companies.

50. No Contract shall be entered into between the Company on the one hand and the *Aberdare* Railway Company and the *Taff Vale* Company, or either of them, or the *Merthyr* Company on the other hand, without, in every Case, the Sanction of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at a General Meeting of each of the contracting Companies specially convened for the Purpose.

Contracts not to affect Third Parties.

51. No such Contract under this Act shall in any Manner increase, diminish, alter, or affect any of the Tolls and Charges which the contracting Companies, or any of them, are from Time to Time respectively authorized to demand or take from any other Company or Person, but all other Companies or Persons shall, notwithstanding any such Contract, be entitled to the User and Benefit of the Railways to which the Contract relates, on the same Terms and Conditions, and on Payment by the same Tolls and Charges, as if the Contract were not entered into.

Approval of Contracts by Board of Trade.

52. Every such Contract under this Act (save such Contracts as from Time to Time can be entered into under the Provisions of "The Railways Clauses Consolidation Act, 1845,") shall be subject to the Approval of the Board of Trade, and they shall not approve any such Contract without being satisfied as to its having the Sanction of Shareholders by this Act required.

Modification of Contracts between Companies if required by Board of Trade.

53. If, at the Expiration of Ten Years from the making of any such Contract for which the Approval of the Board of Trade is required by this Act, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of the Contract in such Manner as the Board of Trade may think necessary for removing the public Injury, and the Board of Trade shall have Power to declare any Modification required by that Board to be Part of such Contract, and thenceforth such Contract shall be construed and take effect accordingly.

Heads of Arrangement in Schedule A. between this

54. The Heads of Arrangement between the Company and the *Merthyr* Company, of which a Copy is set forth in the Schedule A. to

Company and Merthyr Company confirmed.

this Act annexed, are by this Act confirmed and made binding on the Company and the *Merthyr* Company respectively, and may and shall be carried into effect accordingly.

Tolls, &c. on Railways vested in or worked by Company under Act.

55. Subject to the Provisions of the recited Acts passed with respect to the Company, and applicable in that Behalf, and of this Act, the Company may demand and take in respect of the several Railways or Portions of Railway from Time to Time vested in or worked by them under this Act, for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively, conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and Charges as by those Acts, or any of them, the Company are authorized to demand and take for like Traffic and Services, on or with respect to the Main Line of the *Vale of Neath* Railway, and in like Manner and with and subject to like Powers and Provisions in all respects as if the several Railways, or Portions of Railway, so vested in or worked by them were respectively Part of that Main Line.

Maximum Tolls, &c. to be taken.

56. Provided, That the maximum Amount to be taken by the Company with respect to the Tolls, Fares, Rates, and Charges for the Use of the Railways and Portions of Railway so vested in or worked by them, or any Part thereof, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their Traffic thereon, shall not exceed the Sums in that Behalf limited by the recited Acts passed with respect to the Company, or any of them: Provided also, that those maximum Amounts shall not extend to any Passengers, Animals, or Things conveyed by any Special or Extraordinary Train: Provided also, that where any Passengers, Animals, or Things are conveyed by the Company partly on the *Vale of Neath* Railway and partly on any other Railway for a Distance less than Six Miles, the Company may demand and take the maximum Amount as for Six Miles.

Shares of Swansea Company's Capital held by Company extinguished.

57. On the Amalgamation taking effect the Shares of the Capital of the *Swansea* Company, to the Extent of One hundred and twenty thousand Pounds, which the Company hold, shall be by this Act extinguished.

Power to Company to raise additional Capital.

58. For the Purposes of this Act and the other Purposes of the Company, the Company from Time to Time may raise by the Creation and Issue of new Shares the Sum of Fifteen thousand Pounds.

59. The

Power to Company to create new Shares of different Classes.

59. The new Shares which the Company from Time to Time may issue under this Act may from Time to Time be issued by the Company with the Sanction of Three Fifths at least of the Votes of the Shareholders present, in person or by proxy, at a General Meeting of the Company specially convened for the Purpose, as the Company from Time to Time think fit, either of One Class and with like Privileges, or of several Classes and with different Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, preferential, perpetual, or terminable Dividend, and with any special Conditions and Restrictions, and the Company, as they from Time to Time think fit, may fix the Amounts and Times of Payment of Calls on the new Shares.

Restrictions as to preferential Shares.

60. Provided, That no new Share issued by the Company under this Act shall bear any preferential Dividend beyond the Rate of Five Pounds *per Centum per Annum* on the Amount from Time to Time paid up thereon: Provided also, that all the Shares of the same Class shall be of the same Amount, and all the Shares of the same Class shall bear like Dividend and confer like Privileges and be subject to like Conditions or Restrictions.

Saving for existing preferential Shares of Company.

61. Provided, That any Preference or Priority in Payment of Dividend attached by the Company to any new Share issued by them under this Act shall not prejudice or affect any Preference or Priority in Payment of Interest or Dividend on any Stock or Shares from Time to Time granted by the Company by or in pursuance of or confirmed by any Act of Parliament passed before the passing of this Act, or which is otherwise from Time to Time lawfully subsisting.

Limit of preferential Dividend.

62. If in any Year ending with the Thirty-first Day of *December* the Profits of the Company applicable to the Payment of the preferential Dividend attached under this Act by the Company to any Share, and falling due during the Year, are insufficient for the Payment thereof, the Deficiency shall not be made good out of the Profits of the Company for any subsequent Year, or out of any other Funds of the Company, and this Limitation of Dividend shall be clearly stated on the Certificate of the Share.

Restriction as to Votes, &c. for preferential Shares.

63. Except so far as the Company before the Issue of any preferential Shares created by them under this Act otherwise determine, no preferential Share created by the Company under this Act shall confer any Right of voting or any Qualification.

If Company's ordinary Shares at a Premium, new Shares to be offered

64. If at the Time of the issuing by the Company of any new Shares created by them under this Act their then ordinary Shares are at a Premium, then, unless the Company otherwise determine, the new Shares

to existing Ordinary Share-holders,

Shares to be then issued shall be of such Amount as will allow the same to be apportioned among the then Holders of the ordinary Shares, in proportion as nearly as the Company find convenient to the ordinary Shares held by them respectively, and shall be offered to them at Par in that Proportion.

but not if new Shares are less than 5*l.* each.

65. Provided, That the Company shall not be bound to make any such Apportionment of new Shares unless the new Shares to be so apportioned would be of the nominal Value of at least Five Pounds each.

Offer to be made by Letter.

66. Every such Offer of new Shares shall be made by Letter under the Hand of the Secretary of the Company given to every such ordinary Shareholder, or sent by Post addressed to him according to his Address in the Company's Register, or left for him at his usual or last known Place of Abode in *England*, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of the Post ought to be delivered at the Place to which it is addressed.

New Shares to vest in accepting Share-holders.

67. The new Shares so offered shall vest in and belong to the ordinary Shareholders who accept them or their Nominees.

Disposal of new Shares to others.

68. If any such Shareholder fail for One Month after the Offer to him of new Shares to accept them and pay the Deposit, if any, thereon, the Company may dispose of the unaccepted new Shares to any other Persons.

Enlargement of Time for accepting new Shares.

69. Provided, That where any such ordinary Shareholder from Absence abroad, or other Cause satisfactory to the Company, omits to signify within the Time by this Act limited his Acceptance of the new Shares offered to him, the Company, if they think proper, but not otherwise, may permit him to accept them notwithstanding the Time has elapsed.

General Power to dispose of new Shares.

70. Except as is by this Act provided with respect to offering new Shares to ordinary Shareholders, the Company from Time to Time may dispose of the new Shares at such Times, to such Persons, and on such Terms and Conditions as the Company think fit.

Dividends on new Shares.

71. Every Person who becomes entitled to a new Share created by the Company under this Act shall in respect of the same be a Shareholder of the Company, and according to the Class or Sort of the Share shall be entitled to a Dividend with the other Holders of the Company's Capital proportioned to the whole Amount from Time to Time called up and paid on the new Share.

72. The

Power to borrow on Mortgage.

72. The Company from Time to Time may borrow on Mortgage any Sum not exceeding, in addition to their present Debenture Debt, and the Amount which in respect of the *Swansea* Company's Powers they are by this Act authorized to borrow, Five thousand Pounds; provided that the Company shall not borrow any Part thereof until the whole of the additional Capital of Fifteen thousand Pounds by this Act authorized to be raised by them by new Shares is subscribed for or taken, and One Half thereof is paid up, nor until it shall have been proved to the Justice who certifies in accordance with Section Forty of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of that additional Capital has been subscribed for or taken *bonâ fide* and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Facts his Certificate under that Section shall be sufficient Evidence.

Arrears may be enforced by Appointment of a Receiver.

73. The Mortgagees under this Act of the Company may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Ten thousand Pounds.

Priority of existing Mortgages.

74. Provided, That all Mortgages granted by the Company before the passing of this Act and now in force shall during the Continuance thereof respectively have Priority over all Mortgages granted by the Company under this Act.

Application of Monies by Company.

75. All Monies from Time to Time raised by the Company by new Shares and by borrowing respectively shall be applied only to Purposes of the Company's Undertaking, and the Company may apply for any of the Purposes of this Act relating to them any Monies from Time to Time raised under any other Act relating to them, and which is not required for the Purposes (if any) for which it is thereby made specially applicable.

Power to Merthyr Company to raise Monies for Purposes of Act.

76. The *Merthyr* Company may raise for the Purposes of this Act by new Shares any Sums not exceeding Four thousand five hundred Pounds, and by borrowing any Sums not exceeding One thousand five hundred Pounds, and the several Powers and Provisions of this Act with respect to additional Capital and Monies to be raised by the Company by new Shares and by borrowing respectively, and to their new Shares and Mortgages under this Act, apply *mutatis mutandis* to the additional Capital and Monies to be so raised by the *Merthyr* Company and to their new Shares and Mortgages under this Act: Provided that the new Capital and Debenture Debt of the *Merthyr* Company under this Act shall be Part of their Capital and Debenture Debt in respect of their general Undertaking.

77. The

Interest not to be paid on Calls paid up.

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

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

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

Saving Rights of Companies.

79. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the Company, or of any other Railway Company named in this Act.

Railways not exempt from Provision of present and future General Acts.

80. Nothing in this Act contained shall exempt any Railway to which this Act relates from the Provisions of any present or future General Act relating to Railways, or to the Audit of the Accounts of Railway Companies, or from any future Revision and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges by any of the Acts relating to the respective Railway authorized, or of the Rates for small Parcels thereby authorized.

Expenses of Act.

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

The

The SCHEDULE to which the foregoing Act refers.

HEADS of ARRANGEMENT between the BRECON AND MERTHYR TYDFIL JUNCTION RAILWAY COMPANY (herein called the Merthyr Company) and the VALE OF NEATH RAILWAY COMPANY (herein called the Vale of Neath Company), respecting the intended MERTHYR CURVE, and the MERTHYR END of the VALE OF NEATH RAILWAY, and the STATION thereon.

First, the Vale of Neath Company to lay down on the Merthyr End of the Vale of Neath Railway Narrow Gauge Rails in addition to the Broad Gauge Rails there, and so that the same may be connected with the Narrow Gauge Rails on the Merthyr Curve, and to provide on the Merthyr End of the Vale of Neath Railway all Water Apparatus, Water Supply, Fittings, Works, and Conveniences whatsoever proper and sufficient for accommodating Traffic whatsoever (Passengers, Animals, Minerals, and Goods) of the Merthyr Company there, in common with like Traffic of the Vale of Neath Company there.

Secondly, at all Times, after the Completion of the Merthyr Curve and the Junctions, Works, and Conveniences connected therewith, the Merthyr Company to have for their Traffic whatsoever (Passengers, Animals, Minerals, and Goods), and in common with like Traffic of the Vale of Neath Company, the User of the Merthyr End of the Vale of Neath Railway, and proper and sufficient Accommodation at the Merthyr Station of the Vale of Neath Company, and the Works and Conveniences connected therewith, and the Services at that Station of the Clerks, Porters, and Servants of the Vale of Neath Company.

Thirdly, the Merthyr Company to have the User of the Merthyr End of the Vale of Neath Railway and Accommodation at that Station, in accordance with the Second Head, on Terms very liberal towards them.

Fourthly, from and after the Completion of the Merthyr Curve and the laying down of Rails for the Narrow Gauge on the whole of the Main Line of the Vale of Neath Railway, between the Merthyr and Neath Stations thereon (both inclusive), and the opening for public Traffic of the Railway No. 1, first described in Section Five of "The Brecon and Merthyr Railway Act, 1862," the Merthyr Company will run daily each Way over their Railways, and the Merthyr Curve and the Merthyr End of the Vale of Neath Railway, and into and out of the Merthyr Station at least Three Trains for the public Conveyance of Passengers, and at least Two Trains for the public Conveyance of Minerals and Goods.

Fifthly, all Difference arising between the Two Companies, with respect to the Construction, Intent, or Effect, or any of the Incidents or Consequences of these Heads or touching the carrying of this Arrangement into effect, or touching the Accommodation to be provided by either Company under this Arrangement or the Terms or Conditions on which any Accommodation is to be provided, or touching the Nonperformance or Nonobservance of these Heads or any Claim by reason thereof, or otherwise relating to any of the

Subject Matters of these Heads or arising on this Arrangement, to be referred to and determined by the Arbitration of a single Arbitrator in accordance with "The Railway Companies Arbitration Act, 1859."

Sixthly, a Person from Time to Time appointed by Writing under the Hands of the respective Chairmen of the Two Companies to be the single Arbitrator, but if and whenever the Two Chairmen fail to agree on the Appointment of a single Arbitrator, then a competent and impartial Person to be, on the Application of the Two Companies, or either of them, named in that Behalf by the Board of Trade to be the single Arbitrator.

Seventhly, the Person from Time to Time so appointed by the Chairmen to be, while competent and willing, the standing Arbitrator for the Purposes of this Arrangement, unless and until the Two Chairmen, by Writing under their respective Hands, appoint another Person to be the single Arbitrator in his Place, but the Person from Time to Time named by the Board of Trade to be the single Arbitrator only for that turn.

Eighthly, if and whenever the Arbitrator is of opinion that the Merthyr Company have just Cause to complain of the Manner in which the Vale of Neath Company's Booking Clerks, Porters, or other Servants at their Merthyr Station have conducted any of the Merthyr Company's Business there, the Arbitrator may by his Award determine what Station Accommodation shall be provided in the Merthyr Station for separate Booking Clerks, Porters, or other Servants to be appointed by the Merthyr Company, and to act for them there, and separate Accommodation shall be provided by the Vale of Neath Company accordingly.

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