



CHAPTER cliv.

An Act to authorise the Brecon and Merthyr Tydfil Junction Railway Company to acquire additional lands to confirm an agreement with the Rhymney Railway Company with reference to running powers and to raise further money and for other purposes.

A.D. 1914.

[7th August 1914.]

WHEREAS by the Brecon and Merthyr Junction Railway Act 1859 the Brecon and Merthyr Tydfil Junction Railway Company (in this Act called "the Company") were incorporated for the purpose amongst other things of making and maintaining certain railways in the counties of Brecon and Glamorgan :

And whereas divers other Acts have since been passed conferring further powers on the Company :

And whereas by section 11 of the Rumney and Brecon and Merthyr Railways Act 1863 (hereinafter referred to as "the Rumney Act 1863") the Company were authorised to run and work over and use the Bargoed Branch Railway of the Rhymney Railway Company (hereinafter referred to as "the Rhymney Company") from the junction of that railway with the railway of the Company authorised by the Rumney Act 1863 at Pont Aber Bargoed to Deri Junction :

And whereas by section 12 of the Rumney Act 1863 it was provided that except with the consent of the Rhymney Company in writing under their common seal the running powers granted by such Act should only be used for the forwarding of traffic to or from Newport or any places on the then existing Rumney Railway :

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And whereas by the heads of arrangement (hereinafter referred to as "the heads of arrangement") between the Rhymney Company and the Company scheduled to the Brecon and Merthyr Railway (New Lines) Act 1864 (hereinafter referred to as "the Act of 1864") and to the Rhymney Railway (Cardiff and Caerphilly) Act 1864 (hereinafter referred to as "the Rhymney (Cardiff and Caerphilly) Act 1864") and to the Rhymney Railway (Northern Lines) Act 1864 (hereinafter referred to as "the Rhymney (Northern Lines) Act 1864") the Rhymney Company gave to the Company running powers over the portion of the said Bargoed Branch Railway and of the Rhymney Company's main line from the said authorised junction at Pont Aber Bargoed through Bargoed Station to the Bargoed South Junction including the use of the Bargoed Station but such running powers were not to be used to carry Newport Cardiff or any other traffic arising upon or destined for any point on the Rhymney Company's main line and the Company were also given other running powers which have never been exercised:

And whereas the heads of arrangement have been the subject of litigation and the parties thereto have now entered into the agreement set forth in the schedule to this Act:

And whereas it is expedient that such agreement should be confirmed and that so much of sections 11 and 12 of the Rumney Act 1863 as relates to the running powers conferred on the Company over the Bargoed Branch Railway of the Rhymney Company should be repealed and that the heads of arrangement should be cancelled and that so much of section 28 of the Act of 1864 of section 27 of the Rhymney (Cardiff and Caerphilly) Act 1864 and of section 23 of the Rhymney (Northern Lines) Act 1864 as confirms the heads of arrangement should be repealed:

And whereas under the scheme of arrangement between the Company and their creditors prepared in pursuance of the provisions of the Railway Companies Act 1867 (which scheme was duly confirmed by the Chancery Division of the High Court on the thirteenth day of May one thousand eight hundred and eighty-two and was enrolled on the nineteenth day of June in the same year and is hereinafter referred to as "the scheme of arrangement") the then existing debenture stocks of the Company were consolidated and by the Brecon and Merthyr Railway

Act 1895 (hereinafter called "the Act of 1895") the Company were authorised to create and issue additional B debenture stock to an amount not exceeding thirty thousand pounds to rank pari passu with the then existing B debenture stock and by the Brecon and Merthyr Railway Act 1907 (hereinafter called "the Act of 1907") the Company were authorised to create further B debenture stock to an amount not exceeding twenty-five thousand pounds to rank pari passu with and form part of the then existing B debenture stock and the issued debenture debt of the Company now consists of three hundred and forty-six thousand six hundred and seventy-three pounds A debenture stock carrying interest at the rate of four per centum per annum and five hundred and fifty-seven thousand and one pounds B debenture stock carrying interest at the like rate and ranking in priority next after the A debenture stock of the Company:

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And whereas the Company require further moneys for the purposes of the acquisition of additional lands and for the improvement and development of their undertaking and other the general purposes of their undertaking and this Act:

And whereas it would at the present time be more advantageous to the permanent interests of the Company and their debenture stockholders to raise money for the purposes of this Act and the general purposes of their undertaking by the creation and issue of further A or B debenture stock instead of by the issue of ordinary or preference stock and it is accordingly expedient that the Company should be authorised to raise the same by the issue of further A or B debenture stock:

And whereas the holders of more than three-fourths in amount of the existing A and B debenture stock of the Company have signified their consent in writing to the provisions of this Act:

And whereas it is expedient that the scheme of arrangement should be amended as in this Act hereinafter provided:

And whereas plans showing the lands and property to be compulsorily taken under the powers of this Act and the foot-path diversion hereinafter in this Act referred to and also a book of reference to the said plans containing the names of the owners and lessees or reputed owners and lessees and of

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A.D. 1914. — the occupiers of such lands were duly deposited with the clerk of the peace for the county of Monmouth and are hereinafter respectively referred to as the deposited plans and book of reference:

And whereas the purposes of this Act 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 King'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 be cited as the Brecon and Merthyr Railway Act 1914.

Incorporation of general enactments. **2.** The following enactments (as far as they are applicable for the purposes of and are not inconsistent with or expressly varied by this Act) are hereby incorporated with and shall be part of this Act (that is to say):—

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the several matters following (namely):—

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

Part III. of the Companies Clauses Act 1863 (as amended by subsequent Acts) relating to debenture stock except sections 22 32 and 34;

The Lands Clauses Acts; and

The Railways Clauses Consolidation Act 1845.

Inter-pretation.

3. In this Act—

The several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction;

The expression "the Rumney Act 1863" means the Rumney and Brecon and Merthyr Railways Act 1863;

The expression "the Act of 1864" means the Brecon and Merthyr Railway (New Lines) Act 1864;

“The Rhymney (Cardiff and Caerphilly) Act 1864” means the Rhymney Railway (Cardiff and Caerphilly) Act 1864; A.D. 1914.
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“The Rhymney (Northern Lines) Act 1864” means the Rhymney Railway (Northern Lines) Act 1864;

“The heads of arrangement” means the heads of arrangement scheduled to the Act of 1864 and to the Rhymney Act 1864;

The expression “the Act of 1895” means the Brecon and Merthyr Railway Act 1895;

“The Rhymney Company” means the Rhymney Railway Company;

The expression “the Act of 1907” means the Brecon and Merthyr Railway Act 1907;

The expression “the scheme of arrangement” means the scheme of arrangement made between the Company and their creditors prepared in pursuance of the provisions of the Railway Companies Act 1867 and which scheme was confirmed by the Chancery Division of the High Court on the thirteenth day of May one thousand eight hundred and eighty-two and was enrolled on the nineteenth day of June in the same year.

4. The Company may enter upon and take compulsorily or by agreement and may appropriate and use for the purposes of extending or affording access to their railways stations sidings warehouses buildings wharves depots and other accommodation and for the general purposes of their undertaking all or any of the lands hereinafter described and delineated on the deposited plans and described in the deposited book of reference and any estates or interests in any such lands and may hold and use for all or any of the above-mentioned purposes such of the said lands as have already been purchased or acquired by them and the purchase of such last-mentioned lands and the expenditure of money by the Company in connection therewith is hereby sanctioned and confirmed Provided that the said lands so already purchased or acquired by the Company shall for the purposes of section 3 of the Housing of the Working Classes Act 1903 be deemed to have been acquired under the powers of this section The lands above referred to and

Power to
Company to
acquire addi-
tional lands.

A.D. 1914. by this section authorised to be entered upon and taken
appropriated and used are as follows:—

In the county of Monmouth—

In the parish of Machen Upper in the urban district of
Bedwas and Machen—

- (A) Lands situate on the north-east side of the
Company's railway and adjoining or forming
portion of their locomotive works;
- (B) Lands situate on the south-west side of and
adjoining the Company's railway between Bovil
House and Machen Rectory;
- (C) Lands situate on the north side of the Company's
railway west of Machen Station partly adjoining
and partly forming part of the occupation road
leading to Ysgubor-fawr Farm:

In the parish of Bedwas in the urban district of Bedwas
and Machen—

- (A) Lands situate and abutting on either side of the
Company's railway and forming part of Glyngwyn
Farm;
- (B) Lands situate on the south side of the Company's
existing railway and adjoining their Bedwas
Station Goods Yard:

In the parish and urban district of Mynyddislwyn—

Lands on the east side of and partly adjoining the
Company's Fleur de Lys Goods Yard together with a
portion of the public footpath on the east side of the
said goods yard and leading to the New Inn:

And the Company may divert in manner shown on the
deposited plans the portion of the footpath on the east side of
the said goods yard for a distance of seventy yards or there-
abouts northwards from the point where such footpath crosses
the Company's railway near the "New Inn" and may stop up
and discontinue for traffic of every description so much of such
portion of footpath:

In the parish and urban district of Bedwellty—

- (A) Lands on the west side of and adjoining the
Company's railway and abutting on the south side
of Saint David's Churchyard;

- (B) Lands on the east side of and adjoining the Company's railway and lying immediately to the south of the bridge over the Company's railway adjoining Saint David's Churchyard; A.D. 1914.
- (c) Lands situate on the east side of and adjoining the Company's railway immediately south of the Aber Bargoed Junction.

5. In constructing the deviation of footpath hereinbefore described the Company may deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans. Limits of deviation.

6. For the protection of the urban district council of Mynyddislwyn (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):— For protection of Mynyddislwyn Urban District Council.

- (1) In the event of the Company at any time hereafter widening their railway in the parish and urban district of Mynyddislwyn at the point where the footpath on the east side of the Company's Fleur de Lys Goods Yard (a portion of which footpath is by this Act authorised to be diverted) crosses the Company's railway on the level near the "New Inn" and in the event of the council conveying to the Company free of charge their estate and interest in the land forming part of the public road as hereinafter by this section provided the Company shall before completing such widening or using it for traffic construct a footbridge over the whole width of the widened railway at or near the said point where the said footpath now crosses the Company's railway:
- (2) The said footbridge shall have a clear width of not less than four feet and shall be approached by steps of the same width from the adjoining portions of the said footpath on each side:
- (3) For the purpose of enabling the Company to construct the said footbridge the council shall convey to the Company free of cost all their estate and interest in so much of the land now forming part of the public road on the west side of the Company's railway as

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—

may be necessary for the construction of the steps forming the western approach to the said footbridge and on the execution of the conveyance to the Company of the estate and interest of the council in the said land such land shall cease to form part of the public road and thereupon all public rights of way and other rights (if any) thereover shall cease and be extinguished and the Company may construct and maintain on such land the steps forming the western approach of the said footbridge as aforesaid:

- (4) The said footbridge shall be constructed to the reasonable satisfaction of and in accordance with a plan and elevation to be previously approved in writing by the surveyor to the council provided that if he do not signify his approval or disapproval within twenty-eight days after the same shall have been left at his office he shall be deemed to have approved thereof:
- (5) The said footbridge shall be maintained by the Company and remain open at all times for the free use of the public but the Company shall not be required to light the said bridge:
- (6) On the completion and opening to the public of the said footbridge all rights of way over so much of the existing footpath as will lie between the foot of the steps on each side of the said bridge so far as the same shall be situate on the property of the Company shall be extinguished:
- (7) If any difference shall arise under this section between the Company and the council or the said surveyor such difference shall be referred to and settled by an arbitrator to be agreed upon between the Company and the council or failing agreement to be appointed on the application of either of the parties by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such reference.

For protection of
Bedwas and
Machen

7. For the protection of the urban district council of Bedwas and Machen (in this section called "the council") the following provisions shall unless otherwise agreed in writing

between the Company and the council apply and have effect (that is to say):—

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Urban Dis-
trict Council.

(1) In the event of the Company at any time hereafter widening their railway in the parish of Machen Upper in the district of the council to an additional width beyond the width of one set of rails at the point where the footpath situate immediately to the north-west of the Company's Machen shops and leading from Machen to Risca crosses the railway of the Company on the level the Company shall before completing such widening or using it for traffic at the option of the Company either—

(i) Construct a footbridge over the whole width of the widened railway at or near the point where the said footpath now crosses the Company's railway; or

(ii) Provide gates across such footpath on either side of such widened railway at the point where such footpath crosses the same such gates to be maintained by the Company and controlled from the signal cabin adjacent to such crossing:

(2) The said footbridge if constructed—

(A) Shall have a clear width of not less than four feet and shall be approached by steps of the same width from the adjoining portions of the said footpath on each side;

(B) Shall be constructed to the reasonable satisfaction of and in accordance with a plan and elevation to be previously approved in writing by the surveyor to the council provided that if he do not signify his approval or disapproval within twenty-eight days after the same shall have been left at his office he shall be deemed to have approved the same;

(c) Shall be maintained by the Company and remain open at all times for the free use of the public but the Company shall not be required to light the said bridge:

(3) On the completion and opening to the public of the said footbridge all rights of way over so much of the existing footpath as will lie between the foot of

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the steps on each side of the said bridge so far as the same will be situate on the property of the Company shall be extinguished:

- (4) If any difference shall arise under this section between the Company and the council or the said surveyor such difference shall be referred to and settled by an arbitrator to be agreed upon between the Company and the council or failing agreement to be appointed on the application of either of the parties by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such reference.

Land for extraordinary purposes.

8. The Company in addition to any other lands which by this or any other Act they are authorised to acquire may by agreement from time to time purchase additional land for any of the extraordinary purposes specified in the Railways Clauses Consolidation Act 1845 connected with their undertaking not exceeding in quantity fifty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land purchased under the powers of this section.

Period for compulsory purchase of lands.

9. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Persons under disability may grant easements &c.

10. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Costs of arbitration in certain cases.

11. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether

a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

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12. In settling any question of disputed purchase money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the thirty-first day of October one thousand nine hundred and thirteen if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

Compensation in case of recently altered buildings acquired by Company.

13. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation

As to private rights of way over lands taken compulsorily.

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Stopping up footpaths in case of diversion &c.

14. Where this Act authorises the diversion of a public footpath and the stopping up of a public footpath or any portion thereof such stopping up shall not take place until two justices shall have certified that the new footpath has been completed to their satisfaction and is open for public use. As from the date of the said certificate all rights of way over or along the existing footpath or portion thereof shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of footpath stopped up as far as the same is bounded on both sides by lands of the Company :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to repair and maintenance of diverted footpath.

15. The diverted footpath to be made under the authority of this Act shall unless otherwise agreed or otherwise specially provided for by this Act when made and completed be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portions of the same footpath now devolves.

For protection of Bedwellty Urban District Council.

16. For the protection of the urban district council of Bedwellty (hereinafter in this section referred to as "the council") the following provisions shall unless otherwise agreed between the Company and the council have effect (that is to say) :—

Notwithstanding anything contained in this Act the Company shall not stop up or interfere with or extinguish the right of way over any part of the footpath in the parish and urban district of Bedwellty which crosses the railway on the level immediately to the south of the Aber Bargoed Junction and which footpath leads from the Aber Bargoed main road to Gilfach in the parish of

Gelligaer in the county of Glamorgan unless the Company shall have previously provided a substituted right of way to the reasonable satisfaction of the council or in case of difference between the Company and the council to the satisfaction of an arbitrator to be appointed by the Board of Trade at the instance of either party. A.D. 1914.

17.—(1) The agreement dated the thirteenth day of July one thousand nine hundred and fourteen set forth in the schedule to this Act and made between the Company and the Rhymney Company and hereinafter referred to as “the scheduled agreement” is hereby confirmed and made binding on the parties thereto and may be carried into effect and the Company may run and work over and use the Rhymney Company’s railways and exercise all other powers and privileges connected therewith or incidental thereto in accordance with the terms and conditions of the scheduled agreement. Scheduled agreement confirmed.

(2) So much of sections 11 and 12 of the Rumney Act 1863 as relates to the running powers conferred on the Company over the Bargoed Branch Railway of the Rhymney Company is hereby repealed and the heads of arrangement and so much of section 28 of the Act of 1864 and of section 27 of the Rhymney (Cardiff and Caerphilly) Act 1864 and so much of section 23 of the Rhymney (Northern Lines) Act 1864 as confirms the heads of arrangement are hereby repealed.

18. Article 2 of the scheme of arrangement shall be read and have effect as if the following words were omitted from such article namely “as follows (that is to say) the interest for every half-year ending the thirtieth day of June to be payable on the first day of September following and the interest for every half-year ending the thirty-first day of December to be payable on the first day of March following” and as if the words “on the first day of July and the first day of January in each year” were substituted therefor and Article 18 of the scheme of arrangement shall be read and have effect as if in lieu of “one hundred and twenty pounds” “one hundred and twenty-five pounds” were inserted therein. Alteration of scheme of arrangement dated 13th day of May 1882.

19. The directors of the Company may from time to time notwithstanding the provisions of any Act of Parliament and without any further or other authority than is given by this Power to raise money by creation and issue of

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A.D. 1914. debenture stock. section create and issue at such times in such manner and upon such terms and conditions as they may think fit for the purposes of this Act and for the general purposes of the undertaking of the Company to which capital is properly applicable debenture stock not exceeding in the whole in nominal amount one hundred thousand pounds by the creation and issue of further amounts of A or B debenture stock or partly of A and partly of B debenture stock to rank pari passu in all respects with and to carry interest at the same rate as and to be charged in the same manner as the existing A or B debenture stock of the Company and the net available income of the Company shall subject to the payment of interest on any further A and B debenture stock issued under the powers of this section be applied in accordance with the provisions of the scheme of arrangement but nothing in this section contained shall be deemed to limit the exercise by the Company or by the directors of the Company of any powers to raise moneys by means of borrowing or the issue of debenture stock conferred on them by any other Act or Order relating to the Company.

Application of capital under Act. **20.** All moneys raised under this Act shall be applied only to the purposes authorised by this Act or by any other Act or Acts relating to the Company passed or to be passed during the present or any previous session of Parliament and to the general purposes of the undertaking of the Company being in each case purposes to which capital is properly applicable.

Power to apply funds. **21.** The Company may apply for any of the purposes of this Act to which capital is properly applicable any moneys which by any previous Act or Acts they are authorised to raise by shares stock debenture stock or borrowing and which are not by the Act or Acts under which they are authorised to be raised made applicable to any special purposes or which being so made applicable are not required for such special purposes.

Interest not to be paid out of capital. **22.** No interest shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

23. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

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Recovery of demands.

24. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any railway or to execute any other work or undertaking.

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

25. Nothing in this Act contained shall exempt the Company or their railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Provision as to general Railway Acts.

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

Costs of Act.

A.D. 1914. The SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the thirteenth day of July one thousand nine hundred and fourteen between the RHYMNEY RAILWAY COMPANY (hereinafter called "the Rhymney Company") of the one part and the BRECON AND MERTHYR TYDFIL JUNCTION RAILWAY COMPANY (hereinafter called "the Brecon Company") of the other part.

WHEREAS by section 11 of the Rumney and Brecon and Merthyr Railway Act 1863 (hereinafter referred to as "the Rumney Act 1863") the Brecon Company were authorised to run and work over and use the Bargoed Branch Railway of the Rhymney Company from the junction of that railway with the railway of the Brecon Company authorised by the Rumney Act 1863 at Pont Aber Bargoed to Deri Junction and the Rhymney Company were authorised to run and work over and use the railway of the Brecon Company between the last-mentioned junction and the Fochrhiw Works of the Dowlais Iron Company and by section 12 of such Act it was provided that except with the consent of the Rhymney Company in writing under their Common Seal the said running powers granted to the Brecon Company should only be used for the forwarding of traffic to or from Newport or any places on the then existing Rumney Railway:

And whereas by the heads of arrangement (hereinafter referred to as "the heads of arrangement") between the Rhymney Company and the Brecon Company scheduled to the Brecon and Merthyr Railway (New Lines) Act 1864 (hereinafter referred to as "the Act of 1864") and to the Rhymney Railway (Cardiff and Caerphilly) Act 1864 (hereinafter referred to as "the Rhymney (Cardiff and Caerphilly) Act 1864") and to the Rhymney Railway (Northern Lines) Act 1864 (hereinafter referred to as "the Rhymney (Northern Lines) Act 1864") the Rhymney Company gave to the Brecon Company running powers over the portion of the said Bargoed Branch Railway and of the Rhymney Company's main line from the said authorised junction at Pont Aber Bargoed through Bargoed Station to the Bargoed South Junction including the use of the Bargoed Station but such running powers were not to be used to carry Newport Cardiff or any other traffic arising upon or destined for any point on the Rhymney Company's main line and the Brecon Company were also given other running powers which have never been exercised:

And whereas the heads of arrangement also provided that the Fochrhiw Works of the Dowlais Iron Company mentioned in section 11

of the Rumney Act 1863 should include the several collieries of the Dowlais Company in the vicinity of the Dowlais Big Pond: A.D. 1914.

And whereas the Brecon Company are promoting a Bill in the present session of Parliament by which it is proposed (inter alia) to alter the existing and to confer upon the Brecon Company further running powers over the Bargoed branch line of the Rhymney Company and the same is being opposed by the Rhymney Company:

And whereas the Rhymney Company have agreed to withdraw their opposition to the Bill upon the Brecon Company amending the same in accordance with the following agreement:

Now it is hereby agreed as follows:—

1. The Rhymney Company shall give to the Brecon Company running powers for through traffic from the terminus of the Rhymney Company's Caerphilly Branch to their passenger and goods station at Adam Street Cardiff including the use of such station or any other station the Rhymney Company may make at Cardiff in lieu thereof north of the South Wales Railway but these powers are not to be used for local traffic nor for any traffic arising at or destined for Rhymney town and works or any point in the Rhymney Valley or its tributary valleys westward of the Rumney River and the line of the Cardiff and Caerphilly Railway. The Rhymney Company to afford the Brecon Company's mineral traffic equal facilities in all respects at Cardiff as they afford their own mineral traffic short of running powers over the lines south of Adam Street.

2. The Rhymney Company shall give to the Brecon Company running powers between Deri Junction and Bargoed South Junction including the use of Bargoed and Darran Stations. But such running powers shall not be used by the Brecon Company—

(1) To carry traffic arising upon or destined for any point on the Rhymney Company's Railway between Deri Junction and Bargoed South Junction except traffic—

(A) To and from Newport including the Alexandra Docks and to and from any places on the old Rumney Railway;

(B) To and from places on the Brecon and Merthyr Railway north of Deri Junction excluding Fochriw Works;

(C) To or from places on the Cambrian Railway the Midland Railway between Three Cocks and Hereford the London and North Western Company's Central Wales Section and the Neath and Brecon Railway;

(D) Passenger train traffic between Bargoed and Darran Stations; nor

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(2) Except for the purpose of exchanging such traffic at Bargoed Station to carry through traffic (that is traffic not arising upon or destined for the section of the Rhymney Railway from Deri Junction to Bargoed South Junction)—

(A) Arising at or destined for any point on the Rhymney Railway Company's system (except the Bargoed Branch and places also on the Brecon and Merthyr Railway);

(B) To or from Penarth or Barry until it may be agreed by the parties hereto or be determined by Parliament that the running powers may be used to carry such through traffic:

Nothing in this article shall prevent the free exchange at Bargoed Station of traffic to and from the systems of the respective companies.

3. The Rhymney Company shall give the Brecon Company running powers over their line between the terminus of the Rhymney Company's Caerphilly Branch and the Walnut Tree Junction but such running powers shall not be used for New Tredegar traffic to or from Penarth nor for any traffic arising at or destined for Rhymney town and works or any point in the Rhymney Valley or its tributary valleys westward of the Rumney River and the line of the Cardiff and Caerphilly Railway nor for any Cardiff traffic whatever.

4. The running powers herein granted shall include the use of sidings watering places and supply of water when required and the use of stations shall include all proper office warehouse siding and other accommodation including standing room for engines with full and proper access thereto necessary for conducting the traffic and power to appoint booking and invoice clerks.

5. The Fochrhiw Works of the Dowlais Iron Company (now Guest Keen and Nettlefolds Limited) mentioned in section 11 of the Rumney Act 1863 shall include the several collieries of Guest Keen and Nettlefolds Limited in the vicinity of the Dowlais Big Pond.

6. The respective tolls payments terms conditions and regulations on which the Brecon Company are to use the running powers herein granted and the Rhymney Company are to use the running powers granted to them by section 11 of the Rumney Act 1863 shall until otherwise agreed or settled by arbitration be those existing immediately before the sealing of this agreement and any such arbitration shall be held under the provisions of section 14 of the Rumney Act 1863.

7. This agreement shall cancel so much of section 11 and section 12 of the Rumney Act 1863 as relates to the running powers conferred on the Brecon Company over the Bargoed Branch Railway

of the Rhymney Company and shall cancel the heads of arrangement dated 4th June 1864 scheduled to the following Acts:— A.D. 1914.

Brecon and Merthyr Railway (New Lines) Act 1864;

Rhymney Railway (Cardiff and Caerphilly) Act 1864;

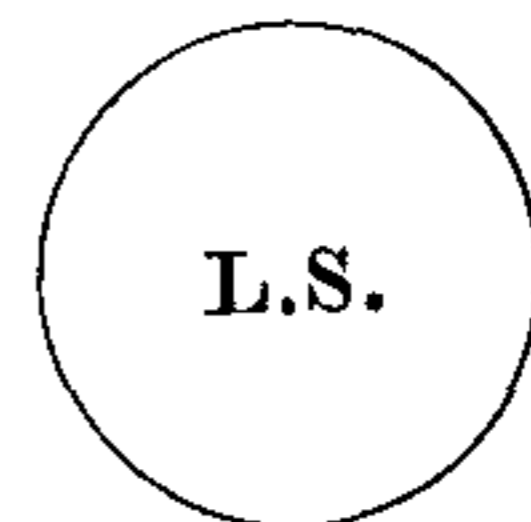
Rhymney Railway (Northern Lines) Act 1864.

8. Nothing in this agreement shall prejudicially affect the running powers granted to the Rhymney Company by the Rumney Act 1863.

9. This agreement shall be scheduled to and confirmed by the Company's Bill in the present session of Parliament and is subject to such alterations as Parliament may think fit to make therein but if Parliament shall make any material alteration herein it shall be competent to either of the Companies to withdraw from the same.

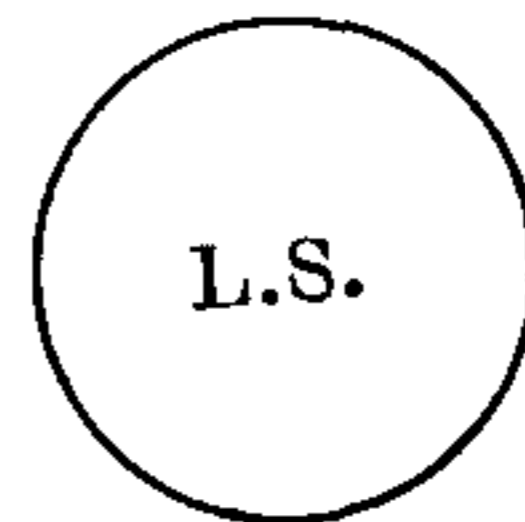
In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the Rhymney Railway Company }
was hereunto affixed in the presence of }



W. FAIRLAMB Secretary.

The common seal of the Brecon and Merthyr Tydfil }
Junction Railway Company was hereunto affixed in }
the presence of }



GEORGE PIGOT Deputy-Chairman.

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