



ANNO DECIMO OCTAVO & DECIMO NONO

# VICTORIÆ REGINÆ.

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## *Cap. cx.*

An Act to enable the *Rhymney* Railway Company to extend their Railway to the *Taff Vale* Railway, to construct Branch Railways, and for other Purposes. [2d July 1855.]

**W**HEREAS an Act was passed in the last Session of Parliament, called "The *Rhymney* Railway Act, 1854," for making a Railway from *Rhymney* to a Point of Junction with the *Newport, Abergavenny, and Hereford* Railway near *Bedllwyn*, with a Branch up the *Bargoed Rumney Valley*: And whereas it is expedient and would be to the Advantage of the Public that a Portion of the Line of Railway by the said recited Act authorized to be made should be abandoned, and that the said Railway should be extended to a Point of Junction with the *Taff Vale* Railway near *Walnut Tree Bridge*, that a Junction should be made with the *Newport, Abergavenny, and Hereford* Railway near *Bedllwyn*, and that Branch Railways should be constructed to *Caerphilly* and at *Cardiff* from the *Taff Vale* Railway to the *Bute Docks*: And whereas the *Rhymney* Railway Company are desirous of carrying into effect the Objects aforesaid, if authorized so to do, and it is expedient that the Company should be empowered to raise additional Capital to

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carry the Objects aforesaid into effect: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

8 & 9 Vict.  
cc. 18. & 20.  
incorporated.

I. That the Provisions of "The Lands Clauses Consolidation Act, 1845," and of "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

The Com-  
pany.

II. That where in this Act the Words "the Company" occur the same shall mean the *Rhymney Railway Company*.

Power to  
raise ad-  
ditional  
Capital.

III. And whereas the estimated Expense of making the said Extension Line of Railway and Branches is One hundred and six thousand Pounds, and the estimated Expense of making the Portion of the Railway by the said recited Act authorized to be made, which is by this Act authorized to be abandoned, is Ten thousand five hundred Pounds: Be it enacted, That it shall be lawful for the Company to raise by the Creation of new Shares in the Company the Sum of One hundred thousand Pounds in Ten thousand Shares of Ten Pounds each, and the Proprietors of such new Shares shall have the same Rights and Privileges in all respects as the Proprietors of Shares authorized to be created by the said recited Act.

Calls.

IV. That the Amount of the respective Calls upon the new Shares, the Interval between successive Calls, and the aggregate Amount of Calls which may be made in any One Year upon any Share, shall respectively be the same as are fixed by the said recited Act in respect to the Shares thereby authorized to be created.

Power to  
borrow on  
Mortgage.

V. That it shall be lawful for the Company to borrow on Mortgage or Bond, in addition to the Sums by the said recited Act authorized to be borrowed, any Sums not exceeding in the whole the Sum of Thirty thousand Pounds, but no Part of such Sums shall be borrowed until the whole of the said Capital or Sum of One hundred thousand Pounds by this Act authorized to be raised shall have been subscribed for, and One Half thereof shall have been actually paid up.

Application  
of Money.

VI. That all the Moneys to be raised by virtue of this Act, either by Shares or by borrowing, shall be applied to the Purposes of the Railways and Works by this Act authorized, and to no other Purpose whatsoever.

VII. That,

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VII. That, subject as herein-after mentioned, it shall be lawful for the Company to apply any Portion of the Capital by the said recited Act authorized to be raised which may not be required for the Purposes of the said recited Act to the Railways and Works by this Act authorized to be made: Provided always, that no such Application of Capital to the Construction of the Railways and Works by this Act authorized shall take place without the Consent of Three Fifths of the Shareholders of the Company present at a Special Meeting.

Power to apply existing Capital to new Works.

VIII. That it shall be lawful for the Company to construct the Lines of Railway herein-after mentioned; (that is to say,)

Power to make Extension and Branch Lines.

First, a Railway commencing by a Junction with the Main Line of the *Rhymney* Railway, as authorized to be made, in or near to a Field in the Hamlet of *Hengoed* and Parish of *Gelligaer* in the County of *Glamorgan*, numbered 87 on the Plans of the said Railway referred to in "The *Rhymney* Railway Act, 1854," and terminating by a Junction with the Main Line of the *Taff Vale* Railway in the Hamlet of *Rhydyboithan* in the Parish of *Eglwysilan* at a Bridge across the last-mentioned Railway called *Walnut Tree Bridge*, in the said County:

Second, a Railway commencing by a Junction with the firstly-described intended Line of Railway in the said Hamlet of *Hengoed* and Parish of *Gelligaer* in a Field belonging to and occupied by *Lewis Lewis*, and near to a Farmhouse called *Bedllwyn* in the said Hamlet and Parish, and terminating by a Junction with the *Taff Vale* Extension Line of the *Newport, Abergavenny, and Hereford* Railway in the said Hamlet of *Hengoed* and Parish of *Gelligaer* in or near to a Field numbered 20a in the Plans referred to in "The *Rhymney* Railway Act 1854:"

Third, a Railway commencing by a Junction with the firstly-described intended Railway in the Hamlet of *Energlyn* in the Parish of *Eglwysilan* at a Point thereon near to *Energlyn* Mill, and terminating in the Hamlet of *Van* in the Parish of *Bedwas* in the County of *Glamorgan* in a Field belonging to the Devises of *Other Archer*, late Earl of *Plymouth*, deceased, and abutting on the Brook which forms the Boundary between the Hamlet of *Energlyn* and the Hamlet of *Van* about Three hundred Yards or thereabouts on the North-east Side of the Town of *Caerphilly*:

Fourth, a Railway commencing by a Junction with the Main Line of the *Taff Vale* Railway in the Parish of *Saint John Cardiff* in the said County of *Glamorgan* at or near a Point upon the said Main Line One hundred and sixty Yards or thereabouts to the North of the Bridge which carries the said Main Line over the

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the Turnpike Road leading from *Cardiff* to *Newport*, and terminating in the Parish of *Saint Mary Cardiff* in the said County at or near a Point at the North-east Corner of the new Dock now in course of Construction by the Trustees of the Marquis of *Bute*, called the *East Dock* :

And the said Railways shall be and become Parts of the Undertaking of the *Rhymney Railway Company*.

Further  
Communica-  
tion to be  
provided  
with Taff  
Vale Exten-  
sion Line.

IX. That it shall not be lawful for the Company to open for public Traffic any Part of the Works authorized by this Act, after the said *Taff Vale* Extension Line shall have been opened for public Traffic, unless and until they shall have completed, to the reasonable Satisfaction of the Engineer for the Time being of the *Newport, Abergavenny, and Hereford* Railway Company, a certain short Junction Line and all other necessary Works for the Purpose of connecting the *Rhymney* Railway with the said *Taff Vale* Extension Line, on the North Side of the said Extension Line, such short Junction Line to commence by a Junction with the firstly described intended Railway at or near the Point thereon marked One Mile Three Furlongs upon the Plans of the said Railway deposited as herein-before mentioned, and to terminate by a Junction with the said *Taff Vale* Extension Line at or near the Point at which the Railway herein-after authorized to be abandoned was intended to join the same ; and if the Works hereby authorized shall be open for public Traffic before the said *Taff Vale* Extension Line shall be completed, it shall not be lawful for the Company to use such Works, after the Expiration of Two Months from the opening of the said Extension Line, unless they shall have so completed as aforesaid the said Junction Railway.

Power to  
abandon Part  
of original  
Main Line.

X. That, subject to the Enactment last herein-before contained, the Company shall abandon the Formation of so much of the Main Line of the *Rhymney* Railway as at present authorized by the said recited Act as would lie between the Point of Junction of the firstly herein-before described intended Railway with the said Main Line at or near the said Field numbered 87 in the Hamlet of *Hengoed* and Parish of *Gelligaer* and the Point of Junction of the said Main Line with the *Taff Vale* Extension Line of the *Newport, Abergavenny, and Hereford* Railway in or near to the Field in the said Hamlet of *Hengoed* and Parish of *Gelligaer* numbered 20a upon the Plans of the *Rhymney* Railway referred to in "The *Rhymney* Railway Act, 1854."

Compensa-  
tion to be  
made where  
Contracts

XI. Provided always, That in any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing any Lands which the Company were empowered

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empowered to purchase for the Purpose of constructing the Portion of Railway so authorized to be abandoned as aforesaid, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties, by reason of such Purchase not being completed pursuant to such Contract or Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided also, that the Authority hereby given for abandoning the aforesaid Portion of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands, for the Purpose of surveying and taking Levels and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in the said Lands Clauses Consolidation Act contained.

have been entered into or Notices given.

XII. That the Company, their Lessees and Assigns, may, for the Purpose of conveying Traffic from or to the Railway firstly herein-before described to or from the Railway fourthly herein-before described, pass over and use, with Engines and Carriages, subject only to the Restrictions and Regulations affecting the same in this Act contained, so much of the Line or Lines of Railway belonging to the *Taff Vale* Railway Company, with the Stations and other Conveniences connected therewith, as shall be situated between the Point of Junction with the *Taff Vale* Railway of the firstly herein-before described Railway and the Point of Junction with the *Taff Vale* Railway of the fourthly herein-before described Railway, on Payment of such Tolls, Charges, Rent, or other Consideration as may be agreed upon between the Parties respectively, or, failing such Agreement, on Payment of such Tolls as are by the Acts relating to the *Taff Vale* Railway Company payable in respect of the Use of the said Portion of their Railway: Provided always, that those Restrictions and Regulations shall, for the Purposes of this Section, be substituted for Sections 115, 116, 117, 118, 119, 120, and 121 of "The Railways Clauses Consolidation Act, 1845:" Provided also, that it shall not be lawful for the Company, their Lessees or Assigns, to take up or set down any Passengers, Cattle, Goods, or other Traffic of any other Description upon any Part of the *Taff Vale* Railway, or at any Station belonging to the *Taff Vale* Railway Company, without the Consent of the *Taff Vale* Railway Company.

Provision for Use by the Company of a Portion of the *Taff Vale* Railway.

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For securing  
Equality of  
Charge on  
the Taff Vale  
Railway.

XIII. That it shall not be lawful for the *Taff Vale* Railway Company to levy in respect of such Use of their Railway as aforesaid any higher Amount of Toll than they shall for the Time being levy from other Companies or Persons for the Use of their Railway in respect of Persons travelling in the same Class of Carriages, or in respect of similar Articles.

How Toll to  
be paid.

XIV. That the Company shall keep a correct Account of the Number of Passengers of each Class, and of the Weight and Description of Articles on which respectively Toll is leviable, conveyed by them over any Part of the *Taff Vale* Railway, and such Account shall be open at all reasonable Times to the Inspection of the duly authorized Officer of the *Taff Vale* Railway Company, and shall be made up half-yearly, or at such other Times as the Company and the *Taff Vale* Railway Company shall determine, and the Amount of Toll due to the *Taff Vale* Railway Company shall be paid to them by the Company within One Calendar Month from the making up of such Account.

Exemption  
from Toll.

XV. That no Toll shall be payable to the *Taff Vale* Railway Company in respect of any Engine Driver, Guard, or other Servant of the Company, their Lessees or Assigns, using the *Taff Vale* Railway, under the Power in that Behalf herein-before contained, whilst actually employed in the Service of the Company, their Lessees or Assigns.

Unfit En-  
gines to be  
removed.

XVI. That if at any Time the Engineer or other Agent of the *Taff Vale* Railway Company report that any Engine used by the Company, their Lessees or Assigns, upon such Portion of the *Taff Vale* Railway as aforesaid, is out of repair, or unfit to be used upon that Railway, the *Taff Vale* Railway Company may require the same to be taken off their Railway, or may forbid its Use upon their Railway until the same shall have been duly repaired; and if any Difference of Opinion arise between the *Taff Vale* Railway Company and the Owner of any such Engine as to the Fitness or Unfitness thereof for the Purpose of being used on the *Taff Vale* Railway, such Difference shall be settled by Arbitration.

Penalty for  
using unfit  
Engines on  
*Taff Vale*  
Railway.

XVII. That if the Company, their Lessees or Assigns, after Notice given by the *Taff Vale* Railway Company not to use any such Engine on the *Taff Vale* Railway, do so use such Engine without having first duly repaired the same, the Company or Person so using such Engine upon the *Taff Vale* Railway shall forfeit to the *Taff Vale* Railway Company a Sum not exceeding Twenty Pounds, and in any such Case it shall be lawful for the *Taff Vale* Railway Company to remove such Engine from their Railway.

XVIII. That

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XVIII. That no Carriage shall pass along or be upon the *Taff Vale* Railway unless such Carriage be at all Times, so long as it shall be used or shall remain on the same Railway, of the Construction and in the Condition which the Regulations of the *Taff Vale* Railway Company for the Time being shall reasonably require; and if any Dispute arise between the *Taff Vale* Railway Company and the Owner of any such Carriage as to the Construction or Condition thereof, such Dispute shall be settled by Arbitration.

Carriages using *Taff Vale* Railway to be properly constructed.

XIX. That if any Carriage, not being of such Construction or in such Condition as the Regulations of the *Taff Vale* Railway Company for the Time being shall reasonably require, be brought or used upon any Portion of the *Taff Vale* Railway by the Company, their Lessees or Assigns, the Owner thereof, or any Person having for the Time being the Charge of such Carriage, shall forfeit to the *Taff Vale* Railway Company a Sum not exceeding Ten Pounds for every such Offence; and it shall be lawful for the *Taff Vale* Railway Company to remove any such Carriage from their Railway.

Penalty for using unfit Carriages on *Taff Vale* Railway.

XX. That the Owners of any Carriages which by virtue of the Powers by this Act conferred upon the Company, their Lessees or Assigns, shall be brought or used upon any Portion of the *Taff Vale* Railway, shall cause to be entered with the Secretary or other Officer of the *Taff Vale* Railway Company appointed for that Purpose the Names and Places of Abode or Places of Business of the Owners of such Carriages respectively, and the Numbers, Weights, and Gauges of their respective Carriages; and such Owners shall also, if so required by the *Taff Vale* Railway Company, cause the same Particulars to be painted in legible Characters on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View; and every such Owner shall, whenever required by the *Taff Vale* Railway Company, permit his Carriage to be weighed, measured, or gauged, at the Expense of the *Taff Vale* Railway Company.

Owners Name, &c. to be registered, and exhibited on Carriage.

XXI. That if the Owner of any Carriage brought or used upon any Portion of the *Taff Vale* Railway by virtue of the Powers by this Act conferred upon the Company, their Lessees or Assigns, fail to comply with the Requisitions contained in the preceding Enactment, it shall be lawful for the *Taff Vale* Railway Company to refuse to allow such Carriage to be brought upon any Part of their Railway, or to remove the same therefrom until Compliance.

On Noncompliance, Carriage may be removed.

XXII. That the Times at which the Trains carrying the Traffic from or to the said Railway firstly herein-before described, to or from the said Railway fourthly herein-before described, shall pass over the *Taff Vale* Railway between the Points aforesaid, shall be subject to the Byelaws and Regulations of the *Taff Vale* Railway Company; but,

The Company to be subject to Byelaws of *Taff Vale* Railway Company.

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but, in the event of Objection by the Company, or their Lessees or Assigns, to any of the said Byelaws or Regulations, as affecting them or any or either of them, or in the event of Difference of Opinion between the *Taff Vale* Railway Company and the Company, their Lessees or Assigns, as to the Time or Manner of running such Trains, or as to the said Byelaws or Regulations as affecting the Company, their Lessees or Assigns, such Objection or Difference shall be referred to and settled by Arbitration in the Manner provided by the said "Railways Clauses Consolidation Act, 1845."

Tolls to be taken by Company on *Taff Vale* Railway.

XXIII. Inasmuch as the Tolls which the *Taff Vale* Railway Company may demand and take with respect to Passengers, Animals, and Things conveyed by the Company on the Portion of the *Taff Vale* Railway which the Company are by this Act authorized to run over are higher than the Tolls which under the recited Act the Company may demand and take with respect to Passengers, Animals, and Things conveyed by the Company on that Portion of Railway: Therefore, with respect to Passengers, Animals, and Things respectively conveyed by the Company over that Portion of the Railway, they may demand and take the several maximum Charges for the same respectively limited by Section 40 of "The *Rhymney* Railway Act, 1854," and also so much more than those several maximum Charges as is equal to such Part of the Amount of the Difference between the several Tolls for the same respectively authorized by Section 35 of that Act and the several Tolls for the same respectively authorized by Sections 131 and 132 of the Act of the Sixth Year of *William* the Fourth, Chapter 82, for the making of the *Taff Vale* Railway, as the *Taff Vale* Railway Company from Time to Time demand and take from the Company.

Certain Provisions of 8 & 9 Vict. c. 20. to apply to Portion of the *Taff Vale* Railway which is used by the Company.

XXIV. The Provisions contained in the One hundred and third and One hundred and fourth Sections of "The Railways Clauses Consolidation Act, 1845," shall be applicable to the said Portion of the *Taff Vale* Railway passed over and used by the Company as if that Portion formed an integral Part of the Railway of the Company; and such Portion shall, for the Purpose of enforcing and giving Effect to these Provisions by the Company, and in all legal Proceedings by or against the Company in relation thereto, be deemed to be Part of the Railway of the Company, and may be so stated and described; and any Regulations or Byelaws of the Company for preventing the Commission of any Nuisance in or upon the Carriages of the Company shall be applicable and in force as to all Persons offending against the same while travelling or being in Carriages of the Company upon the said Portion of Railway, and may be enforced by the Company in all respects as if the said Portion of Railway were Part of the proper Railway of the Company, and in all legal Proceedings in relation thereto



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thereto the said Portion of Railway may be described as, and shall for such Purpose be deemed to be, the Railway of the Company.

XXV. And whereas Plans and Sections of the Railways and Works by this Act authorized, showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers of the Lands through which the same are intended to pass or be made, have been deposited with the Clerk of the Peace for the County of *Glamorgan*: Be it enacted, That the said Railways and Works shall be made according to the Lines and Levels or Situations thereof as defined on the said Plans and Sections; and it shall be lawful for the Company to enter upon, take, and use such of the Lands delineated on the said Plans and described in the said Books of Reference as shall be necessary for the Purposes of the said Railways and Works.

Railways to be made according to deposited Plans.

XXVI. That it shall be lawful for the Company to divert, within the Parish of *St. John's Cardiff*, the Course of a public Highway called *Gaol Lane*, which Highway so proposed to be altered is numbered on the said deposited Plans 6 in the said Parish of *Saint John's Cardiff*.

Power to divert a certain Road.

XXVII. That the following public Road, being numbered on the deposited Plans as follows, may be crossed by the Railway on the Level; (that is to say,)

A public Road may be crossed on the Level.

No. on Plan.	Parish.	Description of Road.
89	On the Railway firstly above described: Hamlet of Glyn Rumney and Parish of Llanvabon.	Parish Road.

XXVIII. That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Point where the before-mentioned Road shall be crossed on a Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times to maintain such Station or Lodge, or to appoint a proper Person to watch or superintend the Crossing at such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Company to erect Station or Lodge where Road crossed on the Level.

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Board of Trade may require Bridge instead of level Crossing.

XXIX. That the Board of Trade (if it shall appear to them necessary for the Public Safety, at any Time, either before or after the Railway hereby authorized to be made shall have been completed and opened for public Traffic,) may require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry the herein-before mentioned Road either under or over the Railway by means of a Bridge or Arch, instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from such level Crossing.

Land for extraordinary Purposes.

XXX. That the Company may purchase any Quantity of Land for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," not exceeding Ten Acres, in addition to the Land which they are at present authorized to take for such Purposes.

Limiting Time for compulsory Purchase of Lands.

XXXI. That the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of the Periods following; namely, Two Years from the passing of this Act for the Railway firstly above described, and Three Years from the passing of this Act for the several other Railways above described.

Period for Completion of Works.

XXXII. That, subject to the Provisions herein contained, the Railways firstly and secondly above described shall be completed within Three Years from the passing of this Act, and the Railways thirdly and fourthly above described shall be completed within Four Years from the passing of this Act; and on the Expiration of such respective Periods the Powers by this or the said Consolidation Acts granted to the Company for executing the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways as shall then be completed.

Money deposited under 9 & 10 Vict. c.20. not to be repaid until Line opened, &c.

XXXIII. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter 20, a Sum of Four thousand six hundred and seventy-eight Pounds, being One Tenth Part of the Amount subscribed for the Works authorized by this Act, has been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Four thousand six hundred and seventy-eight Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-

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herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railways hereby authorized to be made, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the said Company have paid up One Half the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred, by the Officer or Person in whose Name they shall then be deposited or invested, to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided, that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Four thousand six hundred and seventy-eight Pounds shall have been executed by the said Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Four thousand six hundred and seventy-eight Pounds if the said Company shall not, within the Time limited for the Completion of the said Railways, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Moneys to be recovered by such Bond shall be dealt with in like  
Manner

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Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

As to Communication with the Newport, Abergavenny, and Hereford Railway.

XXXIV. That the Works necessary for carrying the Railway herein-before firstly described across and under the *Newport, Abergavenny, and Hereford* Railway, and all Communications between the Railways hereby authorized and the same Railway, shall be effected, and for ever after maintained, at the Expense of the *Rhymney* Railway Company, in a substantial and workmanlike Manner, to be approved of from Time to Time by and to the Satisfaction of the Engineer for the Time being of the said *Newport, Abergavenny, and Hereford* Railway Company, and so as not to interfere with the Traffic of the last-named Company.

Saving Rights of the Newport, Abergavenny, and Hereford Railway Company.

XXXV. That nothing in this Act contained shall, except where otherwise specifically enacted, prejudice, diminish, alter, or take away any of the Lands, Rights, Powers, or Authorities of or vested in or belonging to the said *Newport, Abergavenny, and Hereford* Railway Company, but all their Lands, Rights, Powers, and Authorities are, except as aforesaid, hereby expressly saved and reserved as against and with respect to the Company.

As to Communication with Taff Vale Railway.

XXXVI. That all Communications between the Railways hereby authorized and the *Taff Vale* Railway shall be effected in a substantial and workmanlike Manner, by means of Connexion Rails and Points of the Construction and laid in the Manner approved of from Time to Time by and to the Satisfaction of the Engineer for the Time being of the *Taff Vale* Railway Company.

Saving Rights of the Taff Vale Railway Company.

XXXVII. That nothing in this Act contained shall, except where otherwise specifically enacted, prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities of or vested in or belonging to the *Taff Vale* Railway Company, but all their Rights, Powers, and Authorities under their several Acts of Parliament and otherwise are, except as aforesaid, hereby expressly saved and reserved as against and with respect to the said Company.

Tolls upon new Lines of Railway.

XXXVIII. That it shall be lawful for the Company to demand and receive, for and in respect of the Railways hereby authorized, the same Tolls and Charges as they are authorized to demand and receive

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receive by "The *Rhymney* Railway Act, 1854;" and the Railways hereby authorized to be made shall, for the Purposes of the said Tolls, be held to be Part of the *Rhymney* Railway.

XXXIX. Provided always, That the maximum Tolls and Charges to be demanded by the Company in respect of the Traffic carried upon the said Railways shall in no Case exceed the maximum Tolls and Charges authorized to be taken by the last-mentioned Act.

Maximum  
Tolls.

XL. And whereas an Agreement, dated the Thirty-first Day of *March* One thousand eight hundred and fifty-one, was made between the *South Wales* Railway Company of the First Part, and the Right Honourable Lord *James Stuart, Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, as Representatives of the late Marquis of *Bute*, of the Second Part, and another Agreement, dated the Twenty-fifth Day of *April* One thousand eight hundred and fifty-five, was made between *John Boyle* Esquire, the surviving Trustee under the Will of the late Marquis of *Bute*, of the First Part, and the *South Wales* Railway Company of the Second Part, which said Two Agreements are respectively set forth in the Schedule (A.) to this Act: Be it enacted, That nothing in this Act or in the Acts incorporated herewith shall enable the Company to take or use, or acquire by Purchase, Lease, or otherwise, any of the Lands coloured Yellow, Green, and Brick Colour respectively on the Plan annexed to the last-mentioned Agreement; and further, that nothing contained in this Act or in the Acts incorporated herewith shall enable the Company to do any Act, Deed, Matter, or Thing whereby or by means or reason whereof any of the Rights of the *South Wales* Railway Company under the said Two last-mentioned Agreements, or any of the Powers or Means of the said *John Boyle*, or other the Trustee or Trustees for the Time being of the said late Marquis of *Bute*, to carry the same into full and complete Effect, may be prejudiced, diminished, lessened, or otherwise injuriously affected.

Saving  
Rights of  
*South Wales*  
Railway  
Company  
under Agree-  
ments with  
the *Bute*  
Trustees.

XLI. And whereas an Agreement, bearing Date the Twenty-fifth Day of *April* One thousand eight hundred and fifty-five, has been entered into between the *South Wales* Railway Company of the First Part, and the Company of the Second Part, which is in the Words and Figures following; (that is to say,)

Saving  
Rights of  
*South Wales*  
Railway  
Company  
under Agree-  
ment with  
the Company.

An Agreement, made the Twenty-fifth Day of *April* One thousand eight hundred and fifty-five, between the *South Wales* Railway Company (herein-after called the *South Wales* Company) of the First Part, and the *Rhymney* Railway Company (herein-after called the *Rhymney* Company) of the Second Part:

Whereas both Companies have a Bill in Parliament for authorizing them respectively to make a Branch Railway to the Dock  
[Local.] 18 T being

*The Rhymney Railway Amendment Act, 1855.*

being constructed at *Cardiff* called the *East Bute Dock*, and in the Bill of the *South Wales Company* is contained a Provision for the Diversion of a Road called the *Long Dyke Road*: And whereas the *South Wales Company* intends to make Sidings from the Main Line of its Railway at the Point where the Branch Railway of the *Rhymney Company* is intended to cross that Main Line: Now these Presents witness that the Parties hereto have agreed as follows: First, if the *South Wales Company* divert the *Long Dyke Road*, under the Powers of the said Bill, the *Rhymney Company* shall pay Half the Expense of that Diversion: Second, that Road shall be diverted, and carried over the Main Line and *Bute Dock Branch* of the *South Wales Railway*, in the Course indicated by dotted Lines on the annexed Plan, between the Points marked thereon Y and Z: Third, additional Arches or Openings, each of Thirty Feet Span, shall be made under the *Rhymney Railway* at the crossing of the *South Wales Railway*, exclusive of the Bridge for crossing the existing *South Wales Railway*; the *South Wales Company* to pay One Moiety of the Cost of Three of such additional Openings, and any beyond this Number of Three to be at the whole Cost of the *South Wales Railway Company*, who are to give proper Notice of their Wish as to Number: Fourth, the *Rhymney Railway Company* shall have a Crossing upon the Level of the *South Wales Railway* at the Point marked X upon the annexed Plan, to enable the *Rhymney Company's* Waggon to get down to the Tidal Dock now in progress, and for shunting back along the Wharves of the proposed extended *Bute Dock*; but the *South Wales Railway Company's* Waggon are to have the Preference at this Crossing: Fifth, the *Rhymney Company* shall construct and maintain, or allow the Trustees of the Marquis of *Bute*, or the *South Wales Railway Company*, to construct and maintain, Two Bridges, each of Twenty-eight Feet Span and Fifteen Feet high respectively, one of which shall be made at some Point between the Lines marked C and D drawn on the annexed Plan, to be fixed and determined by the said Trustees and the *South Wales Railway Company*, and the other of such Bridges shall be made at some Point between the said Line D and the Point marked A on the same Plan, to be fixed and determined in the like Manner, and also a Passage passing under each of the said Bridges, and across the said Branch Railway, Lands, and Works, and each Passage, except where passing under the Bridge, shall be not less than Thirty Feet wide: Sixth, neither of the above-mentioned Bills shall be so amended as to make either of them inconsistent with the foregoing Provisions, or with those of the Heads of Agreement bearing even Date herewith, and which are made between *John Boyle Esquire*, surviving Trustee under the Will of the late Marquis of *Bute*, of the First Part, and the *South Wales Company* of the other Part: Seventh, it shall be referred to Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," to determine any Difference which  
may

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may arise between the Parties hereto, either as to the Meaning of or as to the Mode of carrying out any of the Terms of this Agreement: Eighth, these Heads of Agreement shall be embodied in a more formal Instrument, which shall be settled by some eminent Conveyancer, to be appointed by the Solicitor General, if the Parties do not agree upon one.

In witness whereof the Companies, Parties hereto, have hereunto set their respective Common Seals, the Day and Year first above written.

Be it enacted, That the said Agreement be and the same is hereby confirmed, and the Two Companies, Parties thereto, are hereby authorized and empowered to carry the same into full and complete Effect, and the several Powers conferred on the Company by this Act shall be exercised in accordance with the said Agreement.

XLII. And whereas Terms of Agreement have been entered into between the Trustees of the Marquis of *Bute* and the Company touching the Use of the Land necessary for the herein-before fourthly described Railway and certain Wharf Ground adjoining the *Bute* Docks at *Cardiff*: Be it enacted, That it shall be lawful for the Company to take from the Trustees or Trustee for the Time being of the Marquis of *Bute*, and for the said Trustees or Trustee to grant a Lease or Leases of such of the Lands and Wharves, Part of the Estate of the Marquis of *Bute*, situate in the several Parishes of *Saint John* and *Saint Mary* at *Cardiff*, as may be required by the Company for the Purposes of the Branch Railway fourthly herein-before described, and the Works and Conveniences connected therewith, and as the said Trustees or Trustee may agree to let to the Company, and for such Term or Terms of Years, and for such annual Rent or Sum, Rents or Sums, or other Consideration, as shall be mutually agreed upon between the Company and the said Trustees or Trustee, and as shall in and by such Lease or Leases be reserved or made payable, and subject to such Conditions and Stipulations as may be agreed upon and inserted in such Lease or Leases, including a Condition of Re-entry for Nonpayment of the Rent or Rents, Sum or Sums, or other Consideration thereby to be reserved or made payable, or on Breach or Nonperformance of any of the Covenants, Conditions, and Agreements on the Part of the Company therein to be contained.

Power to take Lease of Lands and Wharves adjoining the *Bute* Docks.

XLIII. It shall be lawful for the Company, during the Continuance of the Lease or Leases so to be granted, to take, demand, and recover, of and from all Persons using the Wharves and Premises to be comprised in and demised thereby respectively, all such and the same Wharfage and Lockage Duties and other Rates and Charges in respect of Goods and Vessels as the Company may for the Time being, under such Lease or Leases, be themselves liable to pay to the said Trustees or Trustee in respect of the same Goods and Vessels: Provided always,

Powers transferred by any Lease granted by the *Bute* Trustees may be exercised by the Company.

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always, that such Duties, Rates, and Charges respectively shall not exceed in Amount the Duties, Rates, and Charges which the Owner or Owners for the Time being of the *Bute Docks* may be entitled to take, demand, or recover, under or by virtue of the Act or Acts of Parliament in force relating to the said Docks.

Power to enter into Contracts for the aforesaid Purposes.

XLIV. That it shall be lawful for the Company and for the said Trustees or Trustee to make, enter into, and execute any such Deeds, Contracts, or Agreements as they may think proper for effecting the Purposes aforesaid, and also for providing as to the Shipment and Unshipment of any Goods which shall from Time to Time be conveyed upon or along any Part of the Company's Railway, and as to the Sums to be paid to the said Trustees or Trustee for or in respect of Wharfage and Lockage Duties, and for Rates and Charges in respect of the Vessels in or out of which such Goods shall be shipped or unshipped, and also as to the Shipment of Coals by the said Company, and the Rates to be charged by the said Company for the same, and otherwise for regulating the Use by the Company of the Lands, Wharves, and Works to be held by them under the said Trustees or Trustee, as shall be mutually agreed upon: Provided always, that such Duties, Rates, and Charges respectively shall not exceed in Amount the Duties, Rates, and Charges which the Owner or Owners for the Time being of the *Bute Docks* may be entitled to take, demand, or recover, under or by virtue of the Act or Acts of Parliament in force relating to the said Docks.

Company not to demand any greater Amount of Dues than shall be payable to the *Bute Trustees*.

XLV. Provided always, That it shall not be lawful for the Company to demand and take, under or by virtue of any such Agreement or Lease, any greater Amount of Rates and Dues in respect of the Use of the said Wharves, Lands, and Works, or any Part thereof, than shall from Time to Time be payable by them to the said Trustees or Trustee under the said Terms of Agreement: Provided further, that it shall not be lawful for the Company to enter upon, purchase, or take, either absolutely or by way of Lease or otherwise, any Lands belonging to the said Trustees or Trustee near or adjoining to the *Bute Docks*, or to lay down any Branch Railways on the same, or on the Wharves connected with the said Docks, without the previous Consent in Writing of the said Trustees or Trustee.

Rates payable for Use of Staiths.

XLVI. That it shall be lawful for the Company to demand and receive for the Shipment of Goods by means of Staiths, Shipping Machines, or other Machinery at the said Docks, any Sum not exceeding Twopence *per Ton*.

Interpretation of Terms.

XLVII. That the Words "the Trustees or Trustee for the Time being of the Marquis of *Bute*," or "the said Trustees or Trustee," where used in this Act, shall be held to include the Owner or Person for the Time being entitled to the Rents and Profits of the Docks and  
Estate



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Estate situate at *Cardiff* aforesaid now vested in *John Boyle* Esquire as Trustee thereof.

XLVIII. And whereas the Line of Railway firstly herein-before mentioned is laid down through certain Fields of *Charles Crofts Williams* Esquire in the Parish of *Eglwysilan* in the County of *Glamorgan*, and numbered respectively 98 and 100 on the said deposited Plan in that Parish, so as to sever Part thereof as well as other Lands of the said *Charles Crofts Williams* from the *Glamorganshire* Canal; and it is expedient that the said Line should be so constructed as to secure as far as practicable free Access to the said Canal to and from the Lands of the said *Charles Crofts Williams*: Therefore the said Company shall so construct the said Line of Railway through the said Field numbered 98 as that the same shall not, without the Consent of the said *Charles Crofts Williams*, or other the Owner for the Time being of the said Field, occupy more thereof than One Chain on each Side of the Centre Line of Railway as laid down and delineated on the said deposited Plan, and shall not occupy more of the said Land on the West Side of the said Line where the same crosses the said Field numbered 100 than Two Chains from the Centre of the said Railway; and the said Company shall also construct and for ever thereafter maintain an Opening or Communication in the said Line of Railway where the same crosses the said Field numbered 98, not less than Fourteen Feet in Height and Fourteen Feet in Width, nor shall the said Company be entitled to purchase any more of the Lands of the said *Charles Crofts Williams*, without his Consent, or that of the Owner for the Time being of the said Lands, than the Portions thereof which may be occupied as aforesaid.

As to Construction of the Railway through the Lands of Charles Crofts Williams, Esquire.

XLIX. The Company shall, at the Request of the said *Charles Crofts Williams*, or other the Owner or Owners for the Time being of the said Field numbered 100 as aforesaid, and at his or their Expense, permit him or them to make any Siding or collateral Branch Railway from any Part of such Field to the said Line of Railway, or to some Siding immediately connected therewith: Provided always, that such Siding or collateral Branch Railway shall, except so far as may be necessary to connect the same with the said Line of Railway, or some Siding immediately connected therewith, be made upon Land of the said *Charles Crofts Williams*, or other the Owner or Owners as aforesaid, which the Company shall not have taken under the Provisions herein-before contained, and that such Siding shall be made under the Direction and to the reasonable Satisfaction of the Engineer of the Company for the Time being.

As to Construction of Sidings by Charles Crofts Williams, Esquire.

L. And whereas the said Extension Railway is intended to be carried over the Line of the *Glamorganshire* Canal in the Parish of

Company not to interfere with the Gla-

[Local.]

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*Eglwysilan*,

*The Rhymney Railway Amendment Act, 1855.*

morganshire  
Canal.

*Eglwysilan* in the said County of *Glamorgan*: Be it enacted, That nothing in this Act contained shall authorize or empower the Company to alter the Line or Level or the Width of the said Canal or of the Towing Path thereof, or any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert so as to intercept any of the Waters therein, or the Water of any Brooks, Streams, Feeders, or Watercourses which now are or heretofore have been taken for the Use of or which now supply the said Canal, or to injure any of the Works thereof respectively.

Company to  
erect a  
Bridge over  
the Glamor-  
ganshire  
Canal.

LI. At the Point where the said Railway shall be carried over the *Glamorganshire* Canal under the Powers of this Act, the Company shall and they are hereby required, at their own Expense, to make and at all Times for ever thereafter to maintain and keep in perfect Repair a good and substantial Bridge over such Canal and the Towing Path thereof, and the Span of such Bridge between the Abutments thereof shall be at least Thirty-seven Feet on the Square, so as to include the Canal and the Towing Path thereof, and that such Towing Path under the Bridge shall be in every Case at least Nine Feet in Width, and that the Height of the Spring of the Arch of any such Bridge above the Top-water Level of the said Canal shall not be less than Nine Feet, and that no Part of any such Arch over the Towing Path shall be less than Nine Feet above the Top-water Level of the said Canal.

Company not  
to obstruct  
the Glamor-  
ganshire  
Canal during  
Works.

LII. During the Erection of such Bridge, and at all future Times during any Repairs thereof, no Obstruction shall be occasioned to the Boats or Barges passing along the said *Glamorganshire* Canal, or to the Towing Horses in drawing the same, except such as may be absolutely necessary for carrying out the Erection of such Bridge and the doing of such Repairs; and that every such Bridge shall be constructed, as regards its Form, to the reasonable Satisfaction of the Engineer for the Time being of the Company of Proprietors of the said *Glamorganshire* Canal Navigation; and if any Difference as to the Reasonableness of the Requirements of such Engineer shall arise, such Difference shall be determined by an Arbitrator to be appointed by the Board of Trade.

Company  
liable to  
Damages for  
Obstruction  
of Glamor-  
ganshire  
Canal.

LIII. If by reason or in execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works or of any such Bridge, or if by any Act of the Company, or any of their Agents or Servants, or if they or any of them omit to do anything which they ought to do, and the said *Glamorganshire* Canal or the Towing Path thereof shall be so obstructed that Boats, Barges, or other Vessels navigating or using the same cannot freely pass, or shall be impeded in the Passage along the same, or in case  
the

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the Space under any such Bridge shall at any Time be contracted so as to be less in Width or Height than is herein-before prescribed, without the Consent of the said Company of Proprietors, then and in any of the said Cases the Company shall pay to the said Company of Proprietors, as or by way of ascertained Damages, the Sum of One hundred Pounds for every Day during which any such Obstruction or Contraction shall continue on the said Canal: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Company or their Agents and Servants, then and in every such Case the said Railway Company shall pay to the said Company of Proprietors the further Sum of One hundred Pounds for every Day during which the Obstruction shall continue, as or by way of ascertained Damages, and in default of Payment of such respective Sums as shall become due, on Demand made by the Treasurer or any Officer of the Company, the said Company of Proprietors may sue for and recover the same in any Court of competent Jurisdiction.

LIV. In case it shall happen at any Time during the making of the Railway and Works by this Act authorized, or any of them, or the constructing of any such Bridge as aforesaid, or in the Use thereof, at any Time after the said Railway and Works shall be completed, that any Injury shall be done or occasioned thereby to the said *Glamorganshire* Canal, or to any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, Feeders, or any other of the Works of or belonging thereto respectively, then and in every such Case it shall be lawful for the said Company of Proprietors to take and use all necessary and reasonable Ways and Means for repairing such Injury; and that all Costs, Charges, and Expenses incurred or occasioned by such Repairs, together with all Damages whatsoever which shall be sustained by the same Company by reason of such Injury as aforesaid, or by reason of any Loss of Water out of or from the said Canal in consequence of the making of the Railways and Works or any of them, or the constructing of any such Bridge as aforesaid, shall from Time to Time be paid and defrayed by the Company to the said Company of Proprietors; and in default of Payment thereof, on Demand made of the Treasurer or any Officer of the Company, the said Company of Proprietors may sue for and recover the same in any Court of competent Jurisdiction.

Company to pay for all Damage to be done to the Glamorganshire Canal in making the Railway or using the same.

LV. Nothing herein contained shall extend to prevent any Owner of Boats or Barges, or other Traders, Freighters, or Carriers, navigating or using the said Canal, from recovering from the Company any special Damage that may be sustained by them or any of them, or that they may be liable to pay, and shall pay, to any other Person or Persons whomsoever, for or on account or by reason or in consequence of the Neglects or Defaults of the Company, beyond the

Freighters and others not to be precluded from recovering special Damage.

Amount

*The Rhymney Railway Amendment Act, 1855.*

Amount of such stipulated Damages as aforesaid; and any such special Damage may be sued for and recovered in any Court of competent Jurisdiction.

Company not to deviate from deposited Plan without the Consent of the Company of Proprietors.

LVI. It shall not be lawful for the Company, in passing over the said Canal, to make any Deviation to the Southward from the Line of Railway as delineated and described upon the deposited Plans, without the Consent in Writing of the said Company of Proprietors, or (except for the Purpose of passing over the said Canal during the Time of constructing the said Bridge and Approaches) to take or use any Part of the Canal, or of the Wharves, Locks, Towing Paths, Bridges, Banks, Buildings, or other Property belonging to the said Company of Proprietors, (except such as may be absolutely necessary for carrying the Railway across the said Canal in manner aforesaid,) without the Consent in Writing of the Chairman of the said Company of Proprietors for the Time being first had and obtained.

Company to make a Siding if required.

LVII. The Company shall, if required by the said Company of Proprietors, by Writing under the Hand of their Secretary or Clerk, addressed to and left with or at the Office of the Secretary of the Company, at any Time within One Year after the passing of this Act, make and maintain, at their own Expense, a proper and convenient Siding, for the Interchange of Traffic at some Point to be agreed upon between the Engineer of the Company and the Engineer of the said Company of Proprietors between the *Walnut Tree Bridge* and the Point marked Nine Miles Two Furlongs on the said deposited Plans; and the Line or Course of such Siding, and all Works for the Formation thereof, shall be approved of by and be executed to the Satisfaction of the Engineer of the said Company of Proprietors: Provided always, that such Siding shall not be required to have any Gradient steeper than One Foot in One hundred Feet, or any sharper Curve than Three Chains Radius; and that the Company shall not be required to purchase or pay Compensation for any Land belonging to the said Company of Proprietors which may be required for the Purposes of such Siding.

For Protection of Canal from Damage from Slips at *Craig-yr-Alt*.

LVIII. And whereas a Portion of the said Canal has been constructed along the Side of a Hill called *Craig-yr-Alt*, and the Railway firstly herein-before described is intended also to be constructed along the Side of the said Hill, and the Canal Company apprehend Danger to the said Canal from Slips occurring along the Side of the said Hill where the Railway is intended to be made, arising either from the Construction of the Works of the said Railway, or from the Passage of Trains along the said Railway; and it is expedient that Provision should be made to meet the Events so apprehended by the Canal Company as aforesaid: Therefore, in the event of any Slip occurring from the said Hill called *Craig-yr-Alt* where the Railway passes along the

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the Side of the same, between a Point Twenty-two Yards to the North of the Point marked Nine Miles Three Furlongs and a Point Eight Yards to the South of the Point marked Nine Miles Four Furlongs upon the Plans of the said Railway deposited as herein-before mentioned, and whether the said Slip occur during the Period of the Construction of the said Railway or after the same has been completed, and if such Slip shall cause or occasion any Damage or Injury of any Description to the said Canal, or to any of the Works connected therewith, then from Time to Time and as often as the same shall happen the Company shall make and pay to the Canal Company full and ample Compensation for any Loss, Costs, Damages, or Expenses, including therein Loss of Freight, which the Canal Company shall pay or be put to by reason or on account of such Damage or Injury as aforesaid, and the Amount of such Compensation shall be determined by an Arbitrator to be appointed by the Board of Trade, in case the Parties differ about the same; and if for Fourteen Days from the Date of such Determination the Company fail to pay the Canal Company the Sum so determined the Canal Company may recover the same in any Court.

LIX. That it shall not be lawful for the Company, out of any Money by any Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder Interest on any Money advanced by him beyond the Amount of the Calls actually made, as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Interest not to be paid on Calls paid up.

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

Deposit for future Bills not to be paid out of the Company's Capital.

LXI. That nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to this Act, or of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may

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

[*Local.*]

18 X

hereafter

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*The Rhymney Railway Amendment Act, 1855.*

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

Expenses of Act.

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

Short Title.

LXIII. That in citing this Act in other Acts of Parliament and in legal Instruments it shall be sufficient to use the Expression "The *Rhymney Railway Amendment Act, 1855.*"

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SCHEDULE to which the foregoing Act refers.

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SCHEDULE (A.)

MEMORANDUM of Agreement dated this Thirty-first Day of March One thousand eight hundred and fifty-one.

It is agreed between the South Wales Railway Company of the First Part, and the Right Honourable Lord James Stewart, Onesiphorus Tyndall Bruce, and James Munro Macnabb, as Representatives of the late Marquis of Bute, of the Second Part, as follows :

First. The South Wales Railway Company shall abandon the Branch Railways proposed in their Bill now before Parliament to the Glamorganshire Canal and the Bute Dock.

Second. In consideration of such Abandonment, the Parties hereto of the Second Part undertake to expend a Sum of Money, not exceeding One hundred and eighty thousand Pounds, in the Execution of Works for a new Dock or Basin at Cardiff to the East of the existing Docks, with a new Entrance to the present Cut (unless Mr. Robert Stephenson shall be of opinion that such new Entrance is unnecessary), with all proper and usual Quays, Landing Places, and other Works and Conveniences connected therewith, such Dock to be constructed of a greater Depth than the present Dock, according to a Plan to be agreed upon between the Parties, and, in case of Difference between them, according to a Plan to be prepared by Mr. Robert Stephenson, as Arbitrator, acting indifferently between the Parties.

Third. That such Dock and other Works shall be proceeded with with all reasonable Despatch, and so at least to permit of its being opened and Accommodation afforded for shipping Goods and Minerals therein on or before the First Day of September One thousand eight hundred and fifty-three.

Fourth.

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*The Rhymney Railway Amendment Act, 1855.*

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Fourth. The South Wales Railway Company to apply, if necessary, to Parliament, in the next Session, for Power to construct a Branch Railway to and along the East Side of the said proposed Dock, according to a Plan and Section to be determined on by the Engineer of that Company, and to construct such Branch Railway so as that it shall be opened on or before the First September One thousand eight hundred and fifty-three; and the Parties hereto of the Second Part, in consideration of the Trade which will be brought to the said Dock by means of such Branch, to grant a Lease for Two hundred and fifty Years of the Land necessary for the Construction of such Branch; the Rent to be estimated upon a fair and reasonable Valuation of the present Value of the Land, without reference to the proposed new Dock, and to be converted into a Tonnage Rate upon the Articles conveyed thereon; such Rent to be so ascertained and determined by Mr. Robert Stephenson.

Fifth. The South Wales Railway Company to procure, as far as they are able, all their Trade destined for Shipment at the Port of Cardiff (which includes the Ely) to be shipped at the proposed new Dock, and to pay for such Shipment the same Rates per Ton as shall be from Time to Time paid by the Taff Vale Railway Company in respect of similar Articles and Things, exclusive of any Lockage or Wharfage Dues, which are not to exceed the Dues charged on Vessels using the Wharves of the Taff Vale Railway Company in the present Dock, and are to be collected from the Shipowners, and not from the South Wales Railway Company.

Sixth. The Parties hereto of the Second Part to grant a Lease of so much of the Wharfage Ground on the East Side and in the deep Water of the proposed Dock as may be required by the South Wales Railway Company, not exceeding Two Thirds of the Length of the proposed Dock, for a Term of Two hundred and fifty Years, at the same Rate per Foot of Frontage as may from Time to Time be paid by the Taff Vale Railway Company in respect of Wharfs leased by them on the present Dock, but not exceeding the maximum Rate payable by them under their existing Agreement with the Marquis of Bute. The Amount of the Wharfage Ground required by the South Wales Railway Company to be determined by them within One Year from the opening of the new Dock.

Seventh. The Parties hereto of the Second Part to provide convenient Ground as may be from Time to Time necessary for the Deposit of Ballast from Vessels shipping or unshipping at the Wharfs of the South Wales Railway Company, free of any Charge. The exact Position and Extent of the aforesaid Ground to be settled by Arbitration in case of Difference. The said Ballast to be the Property of the said Parties of the Second Part.

Eighth. In case, at the Expiration of Twelve Months from the Date hereof, the Works of the proposed Docks are not sufficiently advanced, and are not then proceeding in such a Manner as to justify the Expectation of the same being completed as herein before provided, or if such Docks shall not be completed, as herein-before provided, on or before the First September One thousand eight hundred and fifty-three, then and in either of such Cases, upon the Award of Mr. Robert Stephenson that such Works are not so as aforesaid advanced, or proceeding, or completed, as the Case may be, by reason of any Default or Want of Exertion of the Parties of the Second Part, the South Wales Company shall be at liberty, irrespective of their Rights under this Agreement, to take such Steps as they may think fit, as if this Agreement had not been entered into. But if, in the Opinion of Mr. Robert Stephenson, any  
Delay

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Delay in such Advance, Proceeding, or Completion has been unavoidable, he shall award and direct the further Period within which such Works are to be advanced, proceeded with, or completed, as the Case may be.

Ninth. In case of any Difference (not herein-before specially referred to said Robert Stephenson) arising between the Parties upon the Construction of the foregoing Articles, or any Matter contained in or arising out of this Memorandum or the proposed extended Agreement, the same shall be settled by Arbitration in the Manner provided by the "Companies Clauses Consolidation Act, 1845."

Tenth. A more formal and extended Agreement, embodying the foregoing Terms, shall be drawn up and settled by some eminent Conveyancer, to be agreed on, or in case of Difference to be named by the Solicitor General for the Time being.

An AGREEMENT made the Twenty-fifth Day of April One thousand eight hundred and fifty-five, between John Boyle, Esquire, the surviving Trustee under the Will of the late Marquis of Bute (herein-after called the Trustee), of the First Part, and the South Wales Railway Company of the Second Part.

First. The Trustee is opposing the South Wales Railway Company's Consolidation Bill now before Parliament, and the South Wales Railway Company is opposing the Rhymney Railway Company's Bill, now also before Parliament, by which it seeks Power to make a Branch Railway nearly identical with that proposed by the South Wales Railway Company's Bill, and the Trustee is much interested in the passing of the Rhymney Railway Company's Bill; the Consideration, therefore, for this Agreement, is the mutual Withdrawal of the Opposition before mentioned, and the entering into the mutual Terms of Agreement herein-after contained.

Second. This Agreement is to be considered and taken to be supplemental or ancillary to a Memorandum of Agreement dated the Thirty-first Day of March One thousand eight hundred and fifty-one, and made between the South Wales Railway Company of the First Part, and the Right Honourable Lord James Stuart, Onesiphorous Tyndall Bruce, and James Munro Macnabb, as Representatives of the late Marquis of Bute, of the Second Part.

Third. The Railway called in the South Wales Railway Consolidation Bill, now before Parliament, the Bute Docks Branch, and any Sidings connected with that Branch which shall be made to the South of the Road known as Tyndall Street, and called on the annexed Plan New Road, shall be made upon the Land coloured Yellow, Green, and Brick Colour upon the Plan hereto annexed, and upon no other Land of the Trustee, without his Consent in Writing.

Fourth. The Land so coloured Yellow, Green, and Brick Colour shall be leased by the Trustee to the South Wales Railway Company for Two hundred and fifty Years; and there shall be reserved in such Lease to the Trustee, his Lessees and Assigns, and his and their Agents and Servants, the following Rights: A Right of Way and to lay Rails to cross on the Level the South Wales Railway Company's Branch and Sidings at the Points marked A, B, and X on the said Plan, and a Right of Way by and to carry Arches of not less than Sixteen Feet Headway over any Part of the said Lands coloured Yellow and Green.

Fifth. The Rights of Way mentioned in Article Four shall include the Right to use Engines, Horses, and Carriages; but those Rights shall be so exercised



*The Rhymney Railway Amendment Act, 1855.*

exercised as that the free, proper, and necessary Use of the South Wales Railway Company's Lines of Railway to their Wharfs shall not be thereby prejudiced.

Sixth. The said Term of Two hundred and fifty Years shall commence on some Day to be hereafter fixed, not being later than Three Years after the passing of the said Bill into an Act, within which Period of Three Years the Bute Docks Branch Railway, and the Sidings connected therewith, are to be completed; and the Day to be fixed for the Commencement of the said Term shall be the Day on which the South Wales Railway Company shall enter upon the said Land required for the said Branch, from which Day the Rent of the Land coloured Yellow and Green upon the annexed Plan shall accrue; and before the said Company take possession of the last-mentioned Land they shall give to the Trustee Twenty-one Days Notice in Writing of their Intention to do so; and before taking possession of the Land coloured Brick Colour on the annexed Plan the said Company shall give to the Trustee Three Months Notice in Writing of their Intention to do so; and the Rent of the last-mentioned Land shall commence on the Day on which Possession of it is taken.

Seventh. The Rent to be reserved for the Land coloured Brick Colour is fixed by the said Memorandum of Agreement of Thirty-first March One thousand eight hundred and fifty-one, and the Rent for the other Land to be leased under this Agreement shall be fixed in the Mode pointed out in that Memorandum in respect of the Land therein stated to be required for the South Wales Railway Company's then intended Branch to the New Bute Dock.

Eighth. The Trustee and his Tenants, and the South Wales Railway Company as Tenants of a Portion of the Dock Frontage, shall have reciprocally such Facilities of passing along the Dock, Quays, and Wharves (under the Control and Direction of the Dock Master) as may be required for the Purpose of moving, placing, mooring, and unmooring Vessels in the Dock, and for other similar Purposes.

Ninth. The Dock or Quay Wall in front of the Ground to be so leased as aforesaid to the South Wales Railway Company, together with the Buildings which may be erected upon that Ground, shall be maintained by the South Wales Railway Company, except against any Damage that may be done thereto by the Operations of the Bute Trustees or their Agents.

Tenth. Although the Strip of Ground on the North of Tyndall Street is continued within the Powers of Purchase contained in the South Wales Railway Company's Bill, such Powers shall not be exercised within Eighty Feet of the North Side of Tyndall Street, without the Consent in Writing of the Trustee.

Eleventh. The Trustee will procure to be built and formed under and across the Branch Railway, Lands, and Works of the Rhymney Railway Company, to construct which that Company is so seeking Power from Parliament in the present Session as aforesaid, the Works following: Two Bridges, each of Twenty-eight Feet Span and not less than Fifteen Feet high; One of such Bridges to be made and preserved at some convenient Point between the Lines drawn on the annexed Plan at the Points respectively marked C and D thereon, and the other of such Bridges to be made and preserved at some convenient Place between the Points respectively marked D and A thereon; and also a Passage passing under each of the said Bridges, and across the said Branch

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*The Rhymney Railway Amendment Act, 1855.*

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Railway, Lands, and Works; and each Passage, except where passing under the Bridge, shall be not less than Thirty Feet wide.

Twelfth. The South Wales Railway Company shall permit the Trustee to construct Passages for Canal Barges or for other Purposes under the Bute Docks Branch, and shall afford every Facility for that Purpose, so far as is reasonably practicable.

Thirteenth. These Heads of Agreements shall be embodied, together with the said Memorandum, in a more formal Instrument, which shall be settled, in case of Difference, by some eminent Conveyancer to be appointed by the Solicitor General, if the Parties do not agree upon one.

Fourteenth. These Heads of Agreement shall be in force, whether the said South Wales Railway Consolidation Bill, so far as the same extends to authorize the said Bute Docks Branch Railway, passes into a Law or not.

Fifteenth. The Expression "the Trustee" used in this Agreement shall be held to include, not only the Trustees or Trustee for the Time being of the Will of the late John Crichton Stuart Marquis of Bute, but the Person or Persons for the Time being entitled to the Receipt of the Rents and Profits of that Portion of the Estates of the said late Marquis upon Part of which the said Bute Docks Branch Railway is proposed to be made.

Sixteenth. Any Difference between the Parties hereto as to the Meaning of or as to the Mode of carrying into effect the Terms of this Agreement shall be determined by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845."

In witness whereof the said John Boyle has hereunto set his hand, and the said South Wales Company have hereunto affixed their Common Seal, the Day and Year first above written.

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