



ANNO VICESIMO QUINTO & VICESIMO SEXTO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## *Cap. cxiii.*

An Act to authorize the Construction of a Railway in the Counties of *Glamorgan* and *Brecon*, to be called "*The Dulas Valley Mineral Railway*;" and for other Purposes. [29th July 1862.]

**W**HEREAS the Railway herein-after described would be of great public and local Advantage, and the Persons herein-after named, with others, are willing, at their own Expense, to construct the same, and it is expedient that they should be incorporated for that Purpose: And whereas Plans and Sections of the Railway showing the Line and Levels thereof, and also a Book of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Land which may be required for the Purposes thereof, have been deposited with the Clerks of the Peace for the Counties of *Glamorgan* and *Brecon* respectively: And whereas it is expedient that the Powers herein-after contained should be granted to the *Vale of Neath* Railway Company with respect to the Undertaking hereby authorized; but 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

[*Local.*]

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assembled,

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assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may be cited for any Purpose as "The *Dulas Valley Mineral Railway Act, 1862.*"

8 & 9 Vict. cc. 16. 18. and 20. and 23 & 24 Vict. c. 106. incorporated. 2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall, so far as not expressly varied by this Act, be incorporated with and form Part of this Act.

Same Meaning to Words, &c. in incorporated Acts as in this Act. 3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

Subscribers incorporated. 4. *Richard Hanbury Miers, George Knox, Capel Miers, William Lawrence Banks,* and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railway and Works hereby authorized; and such Company shall be incorporated by the Name of "The *Dulas Valley Mineral Railway Company,*" in this Act called "the Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained.

Capital. 5. The Capital of the Company shall be Sixty thousand Pounds, divided into Six thousand Shares of Ten Pounds each.

Calls. 6. Two Pounds *per* Share shall be the greatest Amount of a Call, and Two Months at the least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls to be made in any One Year upon any Share.

Interest not to be paid on Calls paid up. 7. The Company shall not, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividends to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity

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formity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

8. The Company shall not, out of any Money by this Act authorized to be raised for the Purposes of this Act, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act to authorize 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.

9. When the whole of the said Capital of Sixty thousand Pounds is subscribed for, and One Half thereof is paid up, and the Company shall have proved to the Justice who is to certify, under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the Capital which the Company are by this Act authorized to raise by the Creation of Shares has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable, the Company may from Time to Time borrow on Mortgage any Sums not exceeding in the aggregate Twenty thousand Pounds.

Power to borrow on Mortgage.

10. The Mortgagees of the Company may enforce Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and the Amount necessary to authorize the Appointment of a Receiver shall not be less than Two thousand Pounds in the whole.

Arrears may be enforced by Appointment of a Receiver.

11. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied only for Purposes authorized by this Act.

Application of Monies raised under Act.

12. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

First and other Meetings.

13. The Number of the Directors shall be Five, and the Qualification of a Director shall be the Possession in his own Right of Thirty Shares in the Undertaking.

Number and Qualification of Directors.

14. *Richard Hanbury Miers, George Knox, Capel Miers, William Lawrence Banks*, and One other duly qualified Person to be chosen by the before-named Directors, or by a Majority of them, shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting of the Company to be held after the passing of this

First Directors.

Act;



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Act; and at such Meeting the Shareholders present, personally or by Proxy, may continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible to be elected as Members of such new Body.

Subsequent  
Election of  
Directors.

**15.** At the First Ordinary Meeting of the Company to be held in every subsequent Year the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

Quorum of  
Directors.

**16.** The Quorum of a Meeting of Directors shall be Three.

Power to  
construct  
Works  
according to  
deposited  
Plans.

**17.** Subject to the Provisions in this Act and the Acts incorporated herewith contained, the Company may make and maintain the Railway and Works in the Line, Situation, and Levels delineated on the Plans and Sections deposited as aforesaid, together with all proper Stations, Sidings, Roads, Approaches, Works, and Conveniences connected therewith; (that is to say,)

A Railway commencing by a Junction with the *Vale of Neath* Railway in the Parish of *Cadoxton-juxta-Neath*, thence passing from, through, or into the Parishes and Places following, *viz.*, *Cadoxton-juxta-Neath*, *Blaenhondden*, *Dulas Lower*, *Dulas Higher*, and *Crinant*, in the County of *Glamorgan*, and *Ystradgynlais* in the County of *Brecon*, and terminating on the *Banwen* near the *Drim* Colliery in the said Parish of *Cadoxton-juxta-Neath*:

And to ac-  
quire Lands.

And the Company may enter upon, take, and use such of the Lands delineated on the Plans and described in the Book of Reference deposited as aforesaid as may be required by them for any of the Purposes of this Act.

Power to  
alter En-  
gineering  
Works.

**18.** Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railway, may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described on the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections instead  
of

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of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board, upon due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

19. For the Purpose of facilitating the Interchange of Traffic between the Railway and the *Tennant Canal*, the Company shall, on the Requisition of the Proprietors of that Canal, or of Mr. *Charles Tennant* alone, as One of such Proprietors, form a Siding or Line of Rails, on a Gradient of not less than One in Sixty, from a Point on the Railway about Nine Chains from the Junction thereof with the *Vale of Neath* Railway shown on the deposited Plan to the Branch of the said Canal leading to the *Dulas Rock* in the Parish of *Cadoxton-juata-Neath*; and such Siding or Line of Rails, when completed, shall be maintained by the Company as Part of their Undertaking, and shall be subject to the Rules, Regulations, and Byelaws of the Company: Provided always, that the Proprietors of the said Canal, and the said *Charles Tennant*, shall give the Company Possession, free of Expense, of any Land vested in or held or occupied by them or either of them which may be required for such Siding or Line of Rails.

Company to construct Siding to the Tennant Canal.

20. All Communications between the Railway and the *Vale of Neath* Railway, and all Openings in the Rails of the *Vale of Neath* Railway, shall be made only at such a Point or Points on the *Vale of Neath* Railway as the *Vale of Neath* Railway Company approve; and all such Communications and Openings, and all such Works at or near the Junction hereby authorized with that Railway, which may be made for the Reception, Accommodation, and Delivery of the Traffic of the Company, whether on the Land of the Company or on the Land of the *Vale of Neath* Railway Company, shall be made by the *Vale of Neath* Railway Company at the sole Expense of the Company; and, except only so far as the Company and the *Vale of Neath* Railway Company agree, or according to the Terms and Conditions from Time to Time agreed on between them, the same shall be for ever thereafter maintained and kept in good Repair by the *Vale of Neath* Railway Company at the Expense of the Company; and all such Communications, Openings, and Works shall be made and maintained in such Manner and by such Means only as shall not in anywise injure or prejudice

Communications with the Vale of Neath Railway Company.



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the *Vale of Neath* Railway, or the Works or Property of the *Vale of Neath* Railway Company, or interfere with the Traffic on that Railway, or the free and uninterrupted Use thereof by that Company: Provided always, that the Junction of the Railway with the *Vale of Neath* Railway shall not, without the Consent in Writing of the *Vale of Neath* Railway Company, under their Common Seal, be made immediately with the Main Line of the *Vale of Neath* Railway, as shown on the deposited Plans of the Railway, but a proper and sufficient intermediate Siding, with all necessary and convenient Works in connexion therewith, shall be made and maintained by the Company parallel to that Main Line, and a convenient Junction between that intermediate Siding and that Main Line shall, subject to the Provisions of this Act, be made and maintained on such Terms and Conditions as the Company and the *Vale of Neath* Railway Company agree, and shall, unless the *Vale of Neath* Railway Company, by Writing under their Common Seal, from Time to Time consent to some other Means of Communication, form the Means of Intercommunication between the Railway and the Main Line of the *Vale of Neath* Railway; and, without the like Consent of the *Vale of Neath* Railway Company, any Land of that Company shall not be taken or used by the Company for the Purpose of that intermediate Siding, or of the Works and Conveniences connected therewith.

Vale of  
Neath Com-  
pany may  
erect Sig-  
nals, &c.

21. The *Vale of Neath* Railway Company from Time to Time may erect Signals and Conveniences incident thereto, and appoint and remove such Watchmen, Switchmen, or other Persons as that Company deem necessary, for the Prevention of Danger to or Interference with the Traffic at and near the Junction between the Railway and the *Vale of Neath* Railway; and the Working and Management of the Junction, and of such Signals and Conveniences, whether on Land of the *Vale of Neath* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Vale of Neath* Railway Company; and all the Expenses of making and maintaining the Junction, and such Signals and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall be repaid by the Company to the *Vale of Neath* Railway Company, as regards the Expense of Erection, at the End of the current Half Year in which the same is incurred, and as regards all such other Expenses and Wages at the End of every Half Year; and in default of such Repayment the Amount of such Expense and Wages may be recovered from the Company by the *Vale of Neath* Railway Company in any Court of competent Jurisdiction.

Land of the  
Vale of  
Neath  
Railway  
Company not

22. No Land belonging to the *Vale of Neath* Railway Company shall be taken by the Company without the Consent in Writing of the *Vale of Neath* Railway Company, under their Common Seal, first had and obtained: Provided always, that the Company may purchase and take from

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from the *Vale of Neath* Railway Company, and that Company shall, if so required by the Company, grant in perpetuity to the Company, an Easement or Right of using for the Purposes of the intended Junction between the intermediate Siding of the Railway and the *Vale of Neath* Railway, and for the Purpose of the Works and Conveniences necessary in connexion with such Junction, such Parts of the Lands of the *Vale of Neath* Railway Company as are necessary for those Purposes.

to be taken  
without  
Consent.

**23.** Except as by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities of the *Vale of Neath* Railway Company.

Saving  
Rights of the  
Vale of  
Neath  
Railway  
Company.

**24.** The Company shall lay down and maintain upon the Railway and Works connected therewith the necessary Rails and Apparatus for the Passage of Engines and Carriages adapted to the Broad as well as to the Narrow Gauge.

Gauge of  
Railway.

**25.** The Quantity of Land near or adjoining the Railway which the Company may purchase by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Four Acres.

Lands for  
extraor-  
dinary Pur-  
poses.

**26.** The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Period for  
compulsory  
Purchases  
limited.

**27.** The Railway shall be completed within Five Years from the passing of this Act, and upon the Expiration of that Period the Powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Limiting  
Period for  
Completion  
of Railway.

**28.** Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, Exchequer Bills to the Amount of Four thousand eight hundred Pounds, being Eight *per Centum* upon Sixty thousand Pounds, the estimated Expense of the Railway authorized by this Act, have been deposited with the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Exchequer Bills so deposited as aforesaid, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or 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

Security for  
Completion  
of Railway  
within Time  
limited.

pursuance



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pufsuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Exchequer Bills 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 eight hundred Pounds shall have been executed by the Company, with One or more Surety or 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 eight hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that they have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then the said Exchequer Bills, 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 Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Exchequer Bills 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



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such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

29. The Company from Time to Time may demand and take, in Tolls. respect of the Use of the Railway by this Act authorized, any Tolls not exceeding the following; (that is to say,)

First, in respect of the Tonnage of Goods conveyed on the Railway, Tonnage of or any Part thereof: Goods.

Class 1. For all Compost, Dung, and all Sorts of Manures, Lime and Limestone, and all undressed Materials for the Repair of Roads and Highways, One Penny *per Ton per Mile*; and if conveyed in Carriages belonging to the Company, an additional Halfpenny *per Ton per Mile*:

Class 2. For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, and Rod Iron, One Penny Halfpenny *per Ton per Mile*; and if conveyed in Carriages belonging to the Company, an additional Halfpenny *per Ton per Mile*:

Class 3. For all Sheet Iron, Hoop Iron, and all similar Descriptions of Wrought Iron, Twopence *per Ton per Mile*; and if conveyed in Carriages belonging to the Company, an additional Halfpenny *per Ton per Mile*:

Class 4. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, Twopence *per Ton per Mile*; and if conveyed in Carriages belonging to the Company, an additional Three Farthings *per Ton per Mile*:

Class 5. For all Cottons, Wools, Drugs, Fish, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, Threepence *per Ton per Mile*; and if conveyed in Carriages belonging to the Company, an additional Penny *per Ton per Mile*:

Class 6. For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, Fivepence *per Mile*, and a Sum of One Penny Farthing *per Mile* for every additional Quarter of a Ton which any such Carriage may weigh:

Second, in respect of Passengers and Animals conveyed in Carriages Tolls for upon the Railway, as follows: Passengers and Animals.

Class 7. For any Person conveyed in or upon any such Carriage, Twopence Halfpenny *per Mile*; and if conveyed in or upon any Carriage belonging to the Company, an additional Penny *per Mile*:

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Class

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Class 8. For every Horse, Mule, Ass, or other Beast of Draught or Burden, Threepence Halfpenny *per* Mile; and if conveyed in any Carriage belonging to the Company, an additional Penny *per* Mile:

Class 9. For every Ox, Cow, Bull, or Neat Cattle conveyed in or upon any such Carriage, Twopence *per* Mile; and if conveyed in any Carriage belonging to the Company, an additional Penny *per* Mile:

Class 10. For every Calf or Pig, Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, One Penny *per* Mile; and if conveyed in or upon any Carriage belonging to the Company, an additional Farthing *per* Mile.

Tolls for  
propelling  
Power.

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

Maximum  
Rates for  
Passengers;

31. The maximum Rates of Charges to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to the Conveyance, shall not exceed the following Sums; (that is to say,)

For every Passenger conveyed in a First-class Carriage, Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny *per* Mile.

for Cattle,  
Goods, &c.

32. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rates of Charges to be made by the Company, including the Tolls for the Use of the Railway, and Waggons or Trucks and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums; (that is to say,)

For every Horse, Mule, Ass, or other Beast of Draught or Burden, Fourpence *per* Mile:

For every Ox, Cow, Bull, or Head of Neat Cattle, Twopence *per* Mile:

For every Calf, Pig, Sheep, or other small Animal, One Penny *per* Mile:

For every Carriage, Sixpence *per* Mile:

For



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For all Articles comprised under Class 1. as aforesaid, *per Ton per Mile* One Penny Halfpenny :

For all Articles comprised under Class 2. as aforesaid, *per Ton per Mile* Twopence :

For all Articles comprised under Class 3. as aforesaid, *per Ton per Mile* Threepence :

For all Articles comprised under Class 4. as aforesaid, *per Ton per Mile* Fourpence :

For all Articles comprised under Class 5. as aforesaid, *per Ton per Mile* Fivepence :

For all Articles comprised under Class 6. as aforesaid, *per Ton per Mile* Sixpence.

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

For Articles or Persons conveyed on the Railway for a less Distance than Four Miles the Company may demand Tolls and Charges as for Four Miles :

For a Fraction of a Mile beyond Four Miles or beyond any greater Number of Miles the Company may demand Tolls and Charges for Passengers as for One Mile ; and for Animals, Minerals, and Goods according to the Number of Quarters of a Mile in the Fraction, a Fraction of a Quarter of a Mile being deemed a Quarter of a Mile :

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton :

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight :

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash and Fifty Cubic Feet of any other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity :

No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

**34.** With respect to small Packages and single Articles of great Weight the Company may lawfully demand Tolls not exceeding the following ; (that is to say,) Tolls for small Parcels and single Articles of great Weight.

For the Carriage of small Parcels on the Railway, as follows :

For the Carriage (over the whole or any Part of the Line) of small Parcels not exceeding Seven Pounds in Weight, Threepence :

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For any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence :

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence :

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence :

For Parcels exceeding Fifty-six Pounds and not exceeding Five hundred Pounds in Weight the Company may demand any Sum they think fit :

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term shall apply only to single Parcels in separate Packages :

For the Carriage of any One Boiler, Cylinder, Bob, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, exceeds Four Tons, the Company may demand such Sum as they from Time to Time may think fit, not exceeding Sixpence *per Ton per Mile* :

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, exceeds Eight Tons, or which, on account of the Length thereof, may require more than One Carriage, the Company may demand such Sum as they think fit.

Passengers  
Luggage.

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

Company  
may take  
increased  
Charges by  
Agreement.

**36.** Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Restriction  
as to Charges  
not to apply  
to Special  
Trains.

**37.** Provided also, That the Restriction as to the Charges shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

**38.** The'



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38. The Company and the *Vale of Neath* Railway Company may from Time to Time enter into Contracts or Agreements with respect to the following Purposes or any of them ; (that is to say,)

Power to enter into Traffic Arrangements with *Vale of Neath* Railway Company.

The Working, Management, Maintenance, and Use of the Railway and Works of the Company, or of any Part or Parts thereof ; the Supply of any Rolling Stock and Plant ; the Receipt and Apportionment of the Tolls and other Revenue arising from the Traffic on the Railway ; the Conveyance of Passenger and other Traffic coming from or destined for the Railway ; and the Division and Appropriation of the Tolls and Charges arising from such Traffic.

39. During any such Working Agreement, in estimating the Tolls and Charges to be paid in respect of Articles or Persons conveyed partly on the Railway of the Company and partly on the *Vale of Neath* Railway, the Distances traversed shall be reckoned continuously as if the Railways were One Railway ; and if the Distance traversed by any Traffic be for a less Distance than Four Miles, no more than a Charge for Four Miles shall be made in respect of such Traffic passing both on the Company's Railway and the *Vale of Neath* Railway.

Railways to be deemed continuous.

40. So long as the *Vale of Neath* Railway Company, under the Provisions of this Act, work the Traffic on the Railway, Tolls and Charges not exceeding such as are authorized by this Act may be demanded and taken by the same Company for the Use of the Railway.

As to Tolls during Agreement.

41. All Agreements made under this Act shall be subject to the Approval of the Board of Trade ; and no such Agreement shall in any Manner increase or diminish, alter or affect, any of the Tolls, Rates, or Charges which the Companies, Parties thereto, are from Time to Time respectively authorized and entitled to demand or take from any Person, but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates, on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Agreement were not entered into.

Conditions of such Agreements.

42. No such Agreement shall have any Operation or Effect, nor shall the Board of Trade approve the same, unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at Extraordinary Meetings of the respective Companies, Parties to such Agreement, specially convened for the Purpose.

To be first approved by Shareholders.

43. Every Extraordinary Meeting for the Purpose of considering any Agreement under this Act shall be called by Circular addressed to each Shareholder entitled to vote at Meetings of the Companies, Parties to such Agreement, to be served in the Manner prescribed by "The Com-

How Meetings are to be called.

*The Dulas Valley Mineral Railway Act, 1862.*

panies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders, and also by Advertisement inserted once in each of Two consecutive Weeks in a Newspaper published in the County in which the principal Place of Business of the Company intending to hold the Meeting is situate, and the last of such Advertisements shall be published not less than Seven Days before such Meeting.

Agreements  
between  
Companies  
may be  
modified by  
Board of  
Trade.

44. It shall be lawful for the Board of Trade, if they think fit, at the Expiration of Ten Years from the making of any such Agreement under this Act, and on the Expiration of every Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised; and the Board of Trade shall have Power to declare any Modification required by the Board to be Part of the Agreement, and thenceforth such Agreement shall be construed and take effect accordingly.

Public  
Notice at  
Expiration  
of decennial  
Period.

45. The Company, previously to the Expiration of each decennial Period, shall give such public Notice as the Board of Trade may prescribe that the Board is about to enter on the said Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Saving  
existing  
Rights to  
contract.

46. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from "The Railways Clauses Consolidation Act, 1845," or from the general Law.

Appoint-  
ment of  
Joint Com-  
mittee for  
carrying  
Agreements  
into effect.

47. The contracting Companies may by any such Contract or Agreement appoint a Joint Committee, composed of such Number of their respective Directors or Officers as they may respectively think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the contracting Companies respectively as may be necessary for carrying into effect the Purposes of such Contract or Agreement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them in like Manner as the same might have been had and exercised by the contracting Companies respectively, or their respective Directors.

Railway, &c.  
not exempt  
from Pro-  
visions of  
present and  
future  
General  
Acts.

48. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future  
Revision



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*The Dulas Valley Mineral Railway Act, 1862.*

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Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act, or of the Rates for small Parcels.

49. The Costs, Charges, and Expenses of and attending the applying Expenses of  
for and passing of this Act, or incident thereto, shall be paid by the Act.  
Company.

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