



ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

# VICTORIÆ REGINÆ.

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## *Cap. cxxx.*

An Act to enable the *Dulas Valley Mineral Railway Company* to deviate Portions of their authorized Line; to make a Railway to *Brecon*; to change the Name of the Company; and for other Purposes. [13th July 1863.]

**W**HEREAS the *Dulas Valley Mineral Railway Company* (in this Act called "the Company") were incorporated by "The *Dulas Valley Mineral Railway Act, 1862*," (in this Act called "the Act of 1862"), and authorized to make and maintain a Railway from the *Vale of Neath* Railway near *Neath* in the County of *Glamorgan* to the *Drim Common* in the County of *Brecon*: And whereas the Extension of the Railway so authorized to the Town of *Brecon* would be attended with great local and public Advantage, and the Company are willing and it is expedient that Powers should be conferred upon them to construct the same and to raise the Capital required for that Purpose: And whereas it is also expedient that the Company should be enabled to deviate and improve their Line of Railway authorized by the Act of 1862: And whereas Plans and Sections of the new and deviated Railways

[Local.] 22 G and

25 & 26 Vict.  
c. cxciii.

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and Works by this Act authorized, and Books of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands in which the same are to be made, have been deposited with the respective Clerks of the Peace for the Counties of *Glamorgan* and *Brecon*; and those Plans, Sections, and Books of Reference are herein-after referred to as "the deposited Plans, Sections, and Books of Reference:" And whereas it is expedient that the Provisions in this Act with respect to Station Accommodation at *Neath* and *Brecon* and with respect to Working and Traffic Arrangements and Facilities should be sanctioned: And whereas it is also expedient that the Company should be authorized to purchase and use for the Purposes of their Undertaking so much of the Horse Tramway and Road adjoining the same known as the *Brecon Forest* or *Claypon's* Tramway and Road as may be required for those Purposes: And whereas it is expedient that the Name of the Company should be changed to the Name, "*Neath and Brecon Railway Company*," as better descriptive of them and their Undertaking: And whereas the aforesaid Purposes cannot be accomplished without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. 1. This Act may for all Purposes be cited as "*Neath and Brecon Railway Act, 1863.*"

8 & 9 Vict. cc. 18. & 20., and 23 & 24 Vict. c. 106. incorporated. 2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," (save so far as any of the Sections and Provisions of those Acts respectively are expressly varied or excepted by this Act), are incorporated with this Act.

Parts of 8. & 9 Vict. c. 16. incorporated. 3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say),

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

With respect to the Transfer or Transmission of Shares;

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

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

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

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

With

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

With respect to the Consolidation of Shares into Stock; and

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested.

4. In construing this Act and (in connexion with this Act) the Acts in whole or in part incorporated herewith, the following Words and Expressions shall have the respective Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Interpreta-  
tion of  
Terms.

The Expression "the Special Act," shall mean this Act:

The Expression "the Company" shall mean the Company incorporated by the recited Act, and by this Act directed to be styled "*Neath and Brecon Railway Company*:"

The Expression "the Directors" shall mean the Directors for the Time being of the Company:

The Expression "the Undertaking" shall mean the Railways, Works, and Undertaking of the Company by this Act and by the Act of 1862, as altered by this Act, respectively authorized:

The Expression "Superior Court," "Court of competent Jurisdiction," or other like Expression, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a Simple Contract Debt, and not a Debt or Demand created by Statute:

And, except as may by this Act be otherwise provided, the several Words and Expressions to which in the said incorporated Acts Meanings are assigned shall have in this Act the same respective Meanings, unless such Meanings shall be excluded by the Subject or Context.

5. From and after the passing of this Act the Name of the Company, instead of being the Name "*The Dulas Valley Mineral Railway Company*," shall be the Name "*Neath and Brecon Railway Company*," and under that Name the Company shall be and continue as if that Name were the Name under which the Company were originally incorporated: Provided that all Acts, Deeds, and Things before the passing of this Act made, executed, and done by or with reference to the Company under the Name "*The Dulas Valley Mineral Railway Company*," shall be as valid and effectual for, against, and with respect to the Company as if the Name of the Company had not been changed or this Act had not been passed.

Change of  
Name of  
Company.

6. From and after the passing of this Act the several Lands, Lines of Railway, Sidings, Stations, Buildings, Works, Conveniences, and Property from Time to Time acquired and made by the Company under the Act

Railways to  
constitute  
Neath and  
Brecon  
of  
Railway.

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of 1862 and this Act, and all other the Lands, Railways, and Works, and Property from Time to Time of the Company, shall together form and be known as the "*Neath and Brecon Railway*," and shall be vested in and be the Company's Railways, Works, and Property.

Company to  
continue  
incorporated.

7. Notwithstanding the Change of the Company's Name, but subject to the Provisions of this Act, the Company shall continue incorporated, and be regulated by and in accordance with the Act of 1862 and this Act respectively; but from and after the passing of this Act the Act of 1862 shall be read and have effect as if the Company were named or referred to therein by their Name under this Act instead of by their original Name of Incorporation.

General  
saving of  
Rights not-  
withstand-  
ing Change  
of Name.

8. Notwithstanding the Change of the Company's Name, everything before the passing of this Act done, suffered, and confirmed respectively by, against, or with reference to the Company by their original Name shall be as valid as if the Change of Name had not taken place, and the Change of Name and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liability, Claims, and Demands, both present and future, which if the Change of Name had not happened would be incident to and consequent on any and every thing so done, suffered, and confirmed respectively: Provided that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

Provisions of  
other Acts  
continued.

9. Notwithstanding the Change of the Company's Name, all the Provisions of any and every Act of Parliament relating to the Company and their Directors, Officers, and Servants respectively, and on the passing of this Act in force, shall be of the like Force as if the Change of Name had not happened, and may be exercised, enforced, and enjoyed by and against the Company and their Directors, Officers, and Servants accordingly.

Contracts,  
&c. pre-  
served.

10. Notwithstanding the Change of the Company's Name, all Purchases, Sales, Conveyances, Guarantees, Securities, and Contracts whatsoever before the passing of this Act made, executed, or entered into by, to, or with respect to the Company shall be as valid and effectual to all Intents for, against, and with respect to the Company as if the Change of Name had not happened, and may be proceeded on and enforced accordingly.

Power to  
abandon  
portions of  
authorized  
Line.

11. The Company shall abandon the Formation of so much of their authorized Line of Railway as is shown on the Plan thereof lodged with the Clerks of the Peace for the Counties of *Glamorgan* and *Brecon* in the  
Month

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Month of *November* One thousand eight hundred and sixty-one, to extend from the *Vale of Neath* Railway in the Parish of *Cadoxton-juxta-Neath* to a Point in that Parish denoting on the same Plan the Distance of One Mile and Four Furlongs from the *Vale of Neath* Railway; and the Company shall also abandon the Formation of that other Portion of their authorized Line of Railway situated between the Point marked Three Miles Two Furlongs on the last-mentioned Plan, and the Point marked Eight Miles Seven Furlongs on the same Plan.

12. Where before the passing of this Act any Contract was entered into or Notice given by the Company for purchasing any Land which the Company were authorized to purchase for making the Portions of Railway by this Act directed to be abandoned, the Company shall make to the Owners or Occupiers, or other Persons interested in the Land, full Compensation for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed in accordance with the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner by "The Lands Clauses Consolidation Act, 1845," provided for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensation to be made in respect of Portions of Railway abandoned.

13. The Provisions of this Act with respect to the Abandonment by the Company of Portions of their Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were authorized to purchase for the Purpose of making the Portions of Railway to receive from the Company Compensation in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on the Land for surveying and taking Levels, or probing, or boring, or setting out the Line of the Works.

Compensation for Damage done to Land by entering, &c.

14. For the Purposes of the Railways and Works by this Act authorized, and subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, as they think requisite, or may by Agreement purchase, take, and use any Rights, Easements, or Privileges in or affecting those Lands, or any of them, without taking any other Estate or Interest therein.

Power to take and use Lands for Works authorized by Act.

15. 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.

Powers for compulsory Purchases limited.

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Lands for extraordinary Purposes.

**16.** The Company from Time to Time may purchase, but only by Agreement, for the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845," and in addition to the other Lands which they are authorized to purchase, any Quantity of Land adjoining or near to the Railway, not exceeding in the whole Five Acres.

Power for Company to make Works authorized by Act.

**17.** Subject to the Provisions of this Act the Company from Time to Time may make and maintain in the Lines, and according to the Levels shown on the deposited Plans and Sections, and in and upon the Lands shown on the deposited Plans and specified in the deposited Books of Reference, the Railways and Works shown on the deposited Plans and next herein-after described.

Description of Works authorized by this Act.

**18.** The Railways and Works shown on the deposited Plans, and by this Act authorized to be made and maintained by the Company, comprise the following Railways, with all proper Stations, and other Works and Conveniences in connexion therewith respectively; (that is to say,)

- (1.) A new or deviated Railway commencing at or near a Point on the authorized Line of the *Dulas Valley Mineral* Railway, in the Parish of *Cadoxton-juxta-Neath* in the County of *Glamorgan*, One Mile and Four Furlongs from the Junction of that Line with the *Vale of Neath* Railway, and terminating in the same Parish by a Junction subject to the Provisions of this Act with the *Swansea and Neath* Railway of the *Vale of Neath* Railway Company at a Point thereon near the Bridge which carries the *South Wales* Railway over the *Swansea and Neath* Railway:
- (2.) A new or deviated Railway from a Point on the authorized Line of the *Dulas Valley Mineral* Railway in the said Parish of *Cadoxton-juxta-Neath*, denoting on the Plan of that Line the Distance of Three Miles Two Furlongs, and terminating at a Point on the same authorized Line in the Parish of *Ystradgynlais* in the County of *Brecon*, denoting on the Plan of that Line the Distance of Eight Miles Seven Furlongs:
- (3.) An Extension Railway commencing by a Junction with the authorized Line of the *Dulas Valley Mineral* Railway at the Termination thereof on the *Drim Common*, near the *Drim* Colliery, in the said Parish of *Ystradgynlais*, and terminating by a Junction with the *Brecon and Merthyr Tydfil Junction* Railway at the authorized Terminus thereof in the Chapelry of *Saint Mary* in the Parish of *Saint John the Evangelist*, near the Town of *Brecon*.

Inclination of Roads.

**19.** The Company may make the Roads next herein-after specified, when altered for the Purposes of this Act, of any Inclinations  
not

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not steeper than the respective Inclinations following; (that is to say,)

Number of Road on deposited Plans.	Parish or Place in which the Road is shown on those Plans.	Description of Road.	Inclination of Road when altered.
40	Great Forest of Brecon, in the Parish of Devynnock.	Public Road -	1 in 13 on one Side and level on the other Side to the existing Road.
9	Parish of Trallwng	Public Road -	1 in 12 on one Side and level on the other Side to the existing Road.
51	Parish of Trallwng	Public Road -	1 in 13.
75	Chapelry of Saint Mary, in the Parish of Saint John the Evangelist.	Turnpike Road -	1 in 15.

**20.** Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch, or Arches as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade, who are hereby empowered to grant such Certificates, provided it shall appear to them 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."

Power to alter Engineering Works.

**21.** The Company shall have Power to purchase from the Persons interested therein and entitled to dispose of the same so much and such Parts of the Horse Tramway or Tramways and Road adjoining the same, known as the *Brecon Forest* or *Claypon's* Tramway or Tramways and Road, as they may require for the Purposes of this Act; and upon any Portion of the said Tramway or Tramways and Road being so purchased and taken by the Company all Rights of Transit and all other Rights and Privileges (if any) in, over, and upon the said Tramway or Tramways and Road shall cease and determine.

Power to purchase Brecon Forest or Claypon's Tramway and Road.

**22.** Section

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Siding to the  
Tennant  
Canal.

**22.** Section Nineteen of the Act of 1862, respecting the Formation of a Siding from the Railway thereby authorized to the *Tennant Canal*, is hereby repealed, and in lieu of such Siding the Company shall construct and maintain a Siding to the said Canal from a Point on the South-east Side of the new or deviated Railway firstly herein-before described in the Field distinguished on the deposited Plans by the Number 16, in the Hamlet of *Blaenhondden* in the Parish of *Cadoxton-juxta-Neath*, but the Company shall form no Siding or Branch Railway from the North-west Side of their Railway in the last-mentioned Hamlet and Parish between the Point marked Two Furlongs on the deposited Plan and the Point indicating One Mile Six Furlongs on the same Plan, without the Consent of Mr. *Charles Tennant* or the Proprietors for the Time being of the Land adjoining the Railway between the aforesaid Points.

Communica-  
tions with  
the Swansea  
and Neath  
Railway.

**23.** All Communications between the new or deviated Railway in this Act firstly described and the *Swansea and Neath Railway*, and all Openings in the Rails of the *Swansea and Neath Railway*, shall be made only at such a Point or Points on the *Swansea and 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 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* or of the *Swansea and 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, and 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 the *Swansea and 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 any Junction of the Railway which may be made immediately with the Main Line of the *Swansea and Neath Railway* under the Provisions of this Act shall be so made for the Use of Passenger Trains only, and shall not, without the Consent in Writing of the *Vale of Neath Railway Company*, be at any Time otherwise used: Provided also, that any Junction of the Railway with the *Swansea and Neath Railway* which may be made under the Provisions of this Act for any Use other than the passing of Passenger Trains shall not, without the Consent in Writing of the *Vale of Neath Railway Company* under their Common Seal, be made  
immediately



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immediately with the Main Line of the *Swansea and Neath* 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 *Swansea and Neath* Railway for all Purposes except the passing of Passenger Trains; and without the like Consent of the *Vale of Neath* Railway Company any Land of that Company or of the *Swansea and Neath* Railway 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.

24. 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 said Railway in this Act first described, and the *Swansea and 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 of the *Swansea and 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 Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

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

25. No Land belonging to the *Vale of Neath* Railway Company or to the *Swansea and 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 the *Vale of Neath* Railway Company and the *Swansea and Neath* Railway Company, and those Companies shall respectively, if so required by the Company, grant in perpetuity to the Company an Easement or Right of using for the

Land of the  
Vale of  
Neath Com-  
pany not to  
be taken  
without  
Consent.

[Local.]

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Purposes

*Neath and Brecon Railway Act, 1863.*

Purposes of the intended Junction by this Act authorized between the Railway in this Act first described and the *Swansea and 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 and of the *Swansea and Neath* Railway Company respectively as are necessary for those Purposes.

Communica-  
tion with  
Brecon and  
Merthyr  
Tydfil Junc-  
tion Railway.

26. The Junction between the Extension Railway in this Act thirdly described, and the *Brecon and Merthyr Tydfil Junction* Railway, and all such Openings in the Rails, and Interferences with the Works of the last-mentioned Railway, as may be necessary or convenient for effecting the Junction, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *Brecon and Merthyr Tydfil Junction* Railway Company, and in case of any Difference arising between such Engineer and the Engineer of the Company as to the Mode of effecting the Junction, or as to any Works connected therewith, the same shall be determined by a Referee to be appointed at the Cost of the Company by the Board of Trade, on the Application of either Company.

As to Ex-  
pense of  
Signals,  
Watchmen,  
&c.

27. The *Brecon and Merthyr Tydfil Junction* Railway Company may from Time to Time erect on their own Land or on the Land of the Company such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the Junction with their Railway; and the Working and Management of such Signals and Conveniences, whether on Land of the *Brecon and Merthyr Tydfil Junction* Railway Company or on Land of the Company shall be under the exclusive Management and Regulation of the *Brecon and Merthyr Tydfil Junction* Railway Company; and all the Expense incurred by that Company in erecting and maintaining such Signals and Conveniences, and in Payment of the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Jurisdiction.

Gauge of  
Railways.

28. The Obligation imposed on the Company by the Twenty-fourth Section of the Act of 1862 with respect to the Gauge of the Railway by that Act authorized shall extend to the new or deviated Railways firstly and secondly herein-before described, but shall not extend to the Extension Railway thirdly herein-before described.

Period for  
Completion  
of Works.

29. The Railways by this Act authorized shall be completed within Five Years after the passing of this Act, and on the Expiration of that  
Period

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Period the Powers of the Company for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

30. Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, the Sum of Thirty-eight thousand eight hundred and seventeen Pounds Four Shillings Three *per Centum* Consolidated Bank Annuities (being equal to Eight *per Centum* of the Amount of the Estimate of Expense of the Railways originally proposed to be authorized by this Act, after deducting the estimated Expense of certain Portions of Railway for which the Railways in this Act firstly and secondly described are substituted) has been transferred into the Name of the Accountant-General of the Court of Chancery in *England* pursuant to the same Act: And whereas One of the Railways originally proposed to be authorized by this Act, and estimated to cost Forty-five thousand Pounds, has been abandoned, and the Proportion of the said Stock representing Eight *per Centum* of such Cost is Three thousand eight hundred and eighty-one Pounds Fourteen Shillings and Fivepence, and the Residue of the said Stock representing Thirty-two thousand four hundred Pounds (being Eight *per Centum* of Four hundred and five thousand Pounds, the Amount by which the Estimate of the Expense of the Railways by this Act authorized exceeds the estimated Expense of the Portions of Railway by this Act directed to be abandoned) is Thirty-four thousand nine hundred and thirty-five Pounds Nine Shillings and Sevenpence: Therefore, notwithstanding anything in the reciting Act, the Sum of Thirty-four thousand nine hundred and thirty-five Pounds Nine Shillings and Sevenpence Three *per Centum* Consolidated Bank Annuities (Part of the said Sum of Thirty-eight thousand eight hundred and seventeen Pounds Four Shillings of the same Stock) so transferred as aforesaid, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such a Bond as in this Section is 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 lodged in pursuance of that Act, or the Survivors or Survivor of them, unless the Company before the Expiration of the Period limited for the Completion of the Railways either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half; and if the Period expire before the Company either open the Railways for the public Conveyance of Passengers or give the Proof to the Satisfaction of the Board of Trade, the said Sum of Thirty-four thousand nine hundred and thirty-five Pounds Nine Shillings and Sevenpence Three *per Centum* Consolidated

Security for  
Completion  
of Railways.

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Consolidated Bank Annuities so transferred as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then 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: Provided that, at any Time after passing of this Act, if a Bond in twice the Amount of the said Sum of Thirty-two thousand four hundred Pounds be executed by the Company, with One or more Sureties (the Bond to be prepared to the Satisfaction of and the Surety or Sureties to be approved by the Solicitor to the Treasury) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Thirty-two thousand four hundred Pounds, if the Company do not within the Time limited for the Completion of the Railways either open the Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital; and if the Bond be deposited with the Solicitor to the Treasury, then the said Sum of Thirty-four thousand nine hundred and thirty-five Pounds Nine Shillings and Sevenpence, and the Interest or Dividends thereof shall be transferred and paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivors or Survivor of them; and it shall not be necessary to produce any Certificate of this Act having passed, and the Monies recovered on the Bond shall be dealt with in like Manner as the said Sum of Thirty-four thousand nine hundred and thirty-five Pounds Nine Shillings and Sevenpence Stock, and the Interest or Dividends thereof, would be dealt with under this Act if the Bond were not so executed or deposited; and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Court of  
Chancery to  
order Trans-  
fer of sur-  
plus Stock  
and Divi-  
dends  
thereon.

**31.** Notwithstanding anything in this Act contained, the Court of Chancery may and shall at any Time after the passing of this Act, on Application by the Company or on their Behalf by Petition in a summary Way order that the Sum of Three thousand eight hundred and eighty-one Pounds Fourteen Shillings and Fivepence Three *per Centum* Consolidated Bank Annuities (Part of the said Sum of Thirty-eight thousand eight hundred and seventeen Pounds Four Shillings of the same Stock transferred into the Name of the Accountant-General of the Court of Chancery as herein-before mentioned), and the Interest or Dividends thereon, be transferred and paid to the Company or to such Person or Persons as the Company may appoint in that Behalf; and upon such Order being  
made

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made the said Sum of Three thousand eight hundred and eighty-one Pounds Fourteen Shillings and Fivepence Three *per Centum* Consolidated Bank Annuities, and the Interest or Dividends thereon, shall be transferred and paid to the Company or to such Person or Persons as the Company shall appoint.

**32.** Subject to the Provisions of this Act and of the Act of 1862, the Company from Time to Time may demand and take in respect of all Passengers, Animals, and Things conveyed on the Railways by this Act authorized to be made and used by them, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and all other Matters with respect to Traffic thereon, the Tolls, Fares, Rates, and Charges which by the Act of 1862 the Company are authorized to demand and take for like Traffic, Services, and Matters on and with respect to their Railway by that Act authorized, and with and subject to the like Powers and Provisions as if the Railways by this Act authorized to be made and used by the Company were Part of their Railway authorized by the Act of 1862.

Tolls on  
Railways.

**33.** The Company and the *Brecon and Merthyr Tydfil Junction* Railway Company may make and carry into effect all such Agreements as they think fit with regard to the Construction, Arrangement, Management, and Use of a Station at *Brecon* for the Accommodation of the Traffic, whether in Passengers or in Goods, Animals, Minerals, or other Matters and Things carried upon the Railways of the respective Companies, and it may by any such Agreement be determined whether such Station shall be constructed and maintained at the joint Expense of the said Companies, and in that Case whether in equal or unequal Proportions, or at the sole Expense of One of the said Companies, and to be used by the other of the said Companies, as the Case may be, upon Terms and Conditions to be mutually agreed on, and whether such Station shall be a Joint Station and used in common by the said Companies or be so divided that a Part or Parts thereof may be devoted to the exclusive Use of each Company, and also whether such Station shall be constructed on Lands to be purchased or provided wholly by One Company or by both the Companies; and it shall be lawful for the Companies in pursuance of any such Agreement as aforesaid to hold Lands for their joint Use and at their joint Disposal, and to appoint a Joint Committee, composed of such Number of their Directors as they may think fit, for the Regulation and Management of such Station, and to agree on Regulations as to the Appointment and Duties of such Committee, and to depute to such Committee Powers to agree to, and from Time to Time to vary or rescind, Regulations respecting the Management and Use of the said Station; and in case either of the Companies shall have purchased or acquired Land which may in pursuance of any such Agreement

Power to  
agree with  
Brecon and  
Merthyr  
Tydfil Rail-  
way Com-  
pany as to  
Joint Station  
at Brecon.

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as aforesaid be used for a Joint Station, such Company shall hold such Land as shall have been so acquired and as shall be used for such Joint Station in trust for the joint Use of both the Companies upon such Terms as may be agreed upon; and the Company who shall not have purchased the same shall contribute and pay to the Company who purchased such Land such Portion of the Purchase or Consideration Money and other Expenses incurred in acquiring the same as has been or shall be agreed upon.

Arbitration  
in regard to  
the Station.

**34.** If any Questions, Disputes, or Differences shall arise between the Company and the *Brecon and Merthyr Tydfil Junction* Railway Company in regard to any Agreement which may be entered into relative to the Matters embraced in the immediately preceding Section, or any of them, such Questions, Disputes, or Differences shall, so often as they shall arise, be settled by Arbitration in manner provided by "The Railway Companies Arbitration Act, 1859," with respect to the Settlement of Disputes by Arbitration.

Provision for  
Station Ac-  
commodation  
at Neath,  
and Traffic  
Facilities for  
Company.

**35.** The following Provision with respect to the Company and the *Vale of Neath* Railway Company shall be binding on and performed and observed by the Two Companies respectively; (that is to say,)

- (A.) The *Vale of Neath* Railway Company shall provide at their (*Swansea and Neath*) *Neath* Station all Water Apparatus, Water Supply, Fittings, Works, and Conveniences proper and sufficient for accommodating Traffic whatsoever (Passengers, Animals, Minerals, and Goods) of the Company at that Station in common with like Traffic of the *Vale of Neath* Railway Company there:
- (B.) At all Times after the Completion of the Junction by this Act authorized of the first described Railway by this Act authorized with the *Swansea and Neath* Railway, the Company shall have for their Traffic whatsoever (Passengers, Animals, Minerals, and Goods) and in common with like Traffic of the *Vale of Neath* Railway Company, the User of that Part of the *Swansea and Neath* Railway which lies between that Junction and the Station at *Neath* on the *Swansea and Neath* Railway inclusive, and proper and sufficient Accommodation at that *Neath* Station, and proper and sufficient Use of the Works and Conveniences connected therewith, and the Services at that Station of the Clerks, Porters, other Servants of the *Vale of Neath* Railway Company:
- (C.) The Company shall have the User of that Portion of Railway, and the Accommodation at that *Neath* Railway Station on Terms very liberal towards them:
- (D.) At all Times after the Completion of that Junction the Company shall be entitled to and have and the *Vale of Neath* Railway Company

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Company shall afford to them all proper and sufficient Facilities and Conveniences for the Reception, Accommodation, and Delivery at, and the forwarding to and from *Neath*, and the Transmission upon the *Swansea and Neath* Railway of all Traffic whatsoever (Passengers, Animals, Minerals, and Goods) of the Company, including the Services at *Neath*, and on the *Swansea and Neath* Railway of the Clerks, Porters, and other Servants of the *Vale of Neath* Railway Company :

- (E.) The Terms (pecuniary and otherwise) and Conditions on which the Company shall have those Facilities, Services, and Conveniences shall be reasonable Terms and Conditions from Time to Time to be agreed on between the Companies, and failing Agreement to be settled as next herein-after mentioned :
- (F.) If and whenever any Difference arises between the Company and the *Vale of Neath* Railway Company with respect to the Nature or Extent of any Accommodation, Services, Facilities, or Conveniences to be afforded in accordance with any of the Provisions of this Section to the Company by the *Vale of Neath* Railway Company, or any of the Terms and Conditions on which the same are to be so afforded to or to be had or enjoyed by the Company, or otherwise relating to any of the Subject Matters of this Section, the Difference shall be referred to and determined by the Arbitration of a single Arbitrator in accordance with "The Railway Companies Arbitration Act, 1859 :"
- (G.) If and whenever the Arbitrator is of opinion that the Company have just Cause to complain of the Manner in which the *Vale of Neath* Railway Company, or their Clerks, Porters, or other Servants have conducted any of the Company's Business at the *Neath* Station on the *Swansea and Neath* Railway, the Arbitrator may by his Award determine what Station Accommodation shall be provided in that Station for separate Clerks, Porters, or other Servants to be appointed by the Company to act for them there, and separate Accommodation shall be provided there by the *Vale of Neath* Railway Company accordingly.

**36.** The Company on the one hand and the *Vale of Neath* Railway Company, the *Swansea and Neath* Railway Company, the *Brecon and Merthyr Tydfil Junction* Railway Company, and the *Hereford, Hay, and Brecon* Railway Company, or any One or more of those Companies, on the other hand, may from Time to Time enter into Contracts, Arrangements, and Agreements with respect to the following Purposes or any of them ; (that is to say,)

Power to enter into Traffic Arrangements with other Railway Companies.

The Working, Use, Management, and Maintenance of the Undertaking or any Part of the Undertaking of the Company, the Traffic passing  
over

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over the Railways of the Company and of the said other Companies or any Part thereof :

The fixing, ascertaining, and settling of the Tolls and Rates to be levied or charged, and the Terms and Conditions to be imposed for or in respect of the Traffic on the Railways of the said Companies :

The Apportionment between the Companies Parties to the Contract of the Tolls and Profits arising from the Traffic upon their respective Railways, and the Payments to be made and Funds to be contributed by the said Companies or any of them with respect to any of the Matters aforesaid.

Traffic not to be subject to more than One Short-distance Charge.

**37.** During the Continuance of any such Working Agreement the Railways of the contracting Companies shall for the Purpose of Tolls and Charges be deemed One Railway, and where any Passengers, Animals, Minerals, or Goods are conveyed partly on the Railways of any Two of those Companies for a less Distance than Four Miles Tolls and Charges may be demanded as for Four Miles only, and for each Mile or Fraction of a Mile beyond Four Miles as for One Mile only in respect of Passengers, and for each Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles as for a Quarter of a Mile in respect of Animals, Minerals, and Goods, and no other Short-distance Charge shall be made in respect of any such Traffic.

Conditions of such Agreements.

**38.** Every such Agreement 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.

Agreements to be first approved by Shareholders.

**39.** No such Agreement shall have any Operation or Effect 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.

Agreements between Companies may be modified if

**40.** If at the Expiration of Ten Years from the making of any such Agreement for which the Approval of the Board of Trade is required by this Act, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the  
Terms



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Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of the Agreement in such Manner as the Board of Trade may think necessary for removing the public Injury, and the Agreement shall be modified accordingly.

required by the Board of Trade.

41. 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.

Public Notice at Expiration of decennial Period.

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

Saving existing Rights to contract.

43. The contracting Companies may by any such Contract or Agreement appoint a Joint Committee, composed of such Number of the respective Directors or Officers of those Companies 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.

Appointment of Joint Committee for carrying Agreements into effect.

44. For the Purposes of this Act the Company from Time to Time may raise by the Creation and Issue of new Shares an additional Capital of Four hundred and five thousand Pounds.

Power to raise additional Capital by Shares.

45. If after having created any new Shares the Company determine not to issue the whole of the new Shares, they may cancel the unissued new Shares and from Time to Time thereafter may create and issue instead thereof other new Shares of an aggregate Amount not exceeding the aggregate Amount of the new Shares so cancelled.

Power to cancel unissued new Shares.

46. Where any Share of the Capital of the Company issued under this Act is declared forfeited, and the Forfeiture is confirmed by a General Meeting of the Company in accordance with the Provisions of "The Companies Clauses Consolidation Act, 1845," and Notice of the Forfeiture is given by Advertisement in the *London Gazette* and in some *London*

Power to cancel forfeited Shares.

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Daily Morning Newspapers, and if the Directors are unable to sell the Share for a Sum equal to the Arrears of Calls and Interest and Expenses due in respect thereof, then at any General Meeting of the Company held after an Interval of at least Two Months after the Notice is given, and if Payment of all Arrears of Calls and Interest and Expenses due on the Share is not made by or on behalf of the registered Owner before the Meeting is held, the Company may resolve and direct that the Share instead of being sold be cancelled, and the Share shall thereupon be cancelled accordingly, provided that no Money shall be paid by the Company for any such Surrender.

Evidence for  
Cancellation.

**47.** A Declaration in Writing made by some credible Person before a Justice, stating that a Sum of Money sufficient to pay the Arrears of Calls and Interest and Expenses in respect of the Share could not be obtained for the same at the Time of the Cancellation thereof, shall be Evidence of the Fact therein stated.

Share-  
holders liable  
to pay Calls,  
&c., notwith-  
standing  
Cancellation.

**48.** Where it is so resolved that any Share shall be cancelled, the Owner thereof, on and after the passing of the Resolution, shall be precluded from all Right and Interest in the Share; but the Cancellation thereof shall not affect the Liability of the last registered Holder thereof to pay to the Company the Arrears of Calls and Interest and Expenses due in respect thereof at the Time of the Cancellation thereof, or the Powers of the Company to enforce Payment thereof by Action or other legal Proceeding.

Value of  
Share to be  
deducted, &c.

**49.** Provided, That the Value of the Share at the Time of Cancellation thereof shall be deducted from the Amount so then due: Provided also, that if Payment of all the Arrears of Calls and Interest and Expenses be made before the Meeting, the Share shall revert to the Person who was the registered Holder thereof at the Time of the Forfeiture thereof, and shall be so re-entered on the Register.

Power to  
cancel for-  
feited Shares  
with Consent  
of Holders.

**50.** Where any Share in the Company is declared forfeited, or where any Sum payable on any Share remains unpaid, the Company, with the Consent in Writing of the registered Holder of the Share and with the Sanction of a General Meeting, may resolve that the Share shall be cancelled, and all Liabilities and Rights with respect to the Share shall thereupon be absolutely extinguished: Provided that no Money shall be paid by the Company for any such Cancellation.

Power to  
issue new  
Shares in-  
stead of

**51.** Where the Company under any of the Provisions of this Act cancel any issued Shares, they from Time to Time thereafter may create and issue instead of the Shares so cancelled new Shares of an aggregate  
Amount

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Amount not exceeding the aggregate Amount of what remained unpaid on the Shares so cancelled.

issued Shares cancelled.

52. If, at the Time of issuing any new Shares under this Act, the then ordinary Shares of the Capital of the Company are at a Premium, then, unless the Company before the Issue of the new Shares otherwise determine, the new Shares to be then issued shall be of such Amount as will conveniently allow the same to be apportioned among the then Shareholders in proportion, as nearly as the Company find convenient, to the original Shares held by them respectively, and shall be offered to them at Par in that Proportion.

If Shares at a Premium, new Shares to be offered to existing Shareholders.

53. Provided, That it shall not be obligatory on the Company so to apportion or offer any new Shares, unless the Amount of any new Share, if so apportioned, would be at least Ten Pounds.

Unless the new Shares if apportioned would be less than 10*l.* each.

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

Offer to be made by Letter.

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

New Shares to vest in accepting Shareholders.

56. Where any such Shareholder fails for One Month after the Offer to him of the new Shares to accept the same, the Company may dispose of the Shares so offered and unaccepted to any other Persons.

Disposal of new Shares to others.

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

Enlargement of Time for accepting Shares.

58. Except as is by this Act provided with respect to offering new Shares to Shareholders, the Company from Time to Time may dispose of the new Shares in such Manner, to such Persons, and on such Terms and Conditions, as the Directors think most advantageous to the Company.

General Power to dispose of new Shares.

59. Except

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Votes and Qualifications in respect of new Shares.

**59.** Except as the Company from Time to Time, before the Issue of any new Shares created under this Act, otherwise determine with respect to the new Shares to be then issued, all new Shares from Time to Time issued under this Act shall in proportion to the Amount from Time to Time paid up thereon confer like Right of voting, Qualifications, and other Privileges as Shares of the Company's original Capital.

Calls on new Shares.

**60.** One Fifth of the total Amount of any Shares issued under the Authority of this Act shall be the greatest Amount of any One Call thereon, and Three Months at the least shall be the Interval between successive Calls, and not more than Three Fifths of the Amount of a Share shall be called up in any One Year.

Power to borrow on Mortgage.

**61.** The Company from Time to Time may borrow on Mortgage for the Purposes of their Undertaking any Sums not exceeding in the whole One hundred and thirty-five thousand Pounds in addition to the Sum which they are authorized to borrow under the Act of 1862, but no part of that Sum of One hundred and thirty-five thousand Pounds shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares is subscribed for or taken, and One Half of the Amount of that Capital is actually paid up, and the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies that the whole of such additional Capital is subscribed for or taken *bonâ fide*, and is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proof having been given the Certificate of the Justice under that Section shall be sufficient Evidence).

Priority of existing Mortgages.

**62.** All Mortgages already granted by the Company and now in force shall during the Continuance thereof respectively have Priority over all Mortgages granted by the Company under this Act.

Arrears may be enforced by Appointment of a Receiver.

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

Application of Monies.

**64.** The Company from Time to Time may apply for any of the Purposes of this Act any Monies raised by them by Shares or by borrowing under the Act of 1862, and not required for Purposes for which by that Act it is made applicable, and may apply for any of the Purposes of their Undertaking the Monies raised by them by Shares and by borrowing under this Act.

**65.** The

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**65.** The Shareholders present, in person or by proxy, at any General Meeting of the Company at which an Election of Directors ought to take place may from Time to Time after due Notice for that Purpose elect One or more duly qualified Persons, not exceeding Three in Number, to be a Director or Directors of the Company in addition to the Directors then in Office and to those Persons elected at the Meeting to supply the Places of the Directors then retiring from Office, and may again from Time to Time at any such Meeting, after due Notice, reduce the Number of Directors so that there be not more than Eight nor less than Five at any one Time.

Power to Company to increase Number of Directors to Eight.

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

Interest not to be paid on Calls paid up.

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

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

**68.** Nothing in this Act contained shall exempt any Railway to which this Act relates from the Provisions of any present or future General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration under the Authority of Parliament of the Rates and Charges by this Act, or any other Act relating thereto respectively authorized, or the Rates for small Parcels thereby respectively authorized.

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

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

Saving Rights of Companies.

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Expenses of  
Act.

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

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