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VICTORIÆ REGINÆ.

Cap. cxiii.

An Act for enabling the London and North-western Railway Company to construct new Railways, Deviations, and other Works; and for other Purposes. [15th July 1867.]

HEREAS it is expedient that the London and Northwestern Railway Company should be empowered to construct the Railways, Roads, and other Works in this Act mentioned: And whereas Plans and Sections showing the respective Lines and Levels of the Railways, Roads, and other Works by this Act authorized, and the Lands which the Company are by this Act empowered to acquire and appropriate, and Books of Reference to such Plans, have been deposited with the Clerks of the Peace for the several Counties within which those respective Railways, Roads, and other Works will be constructed, and those Plans and Sections, and Books of Reference, are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas it is expedient that further Provision should be made with respect to the Dimensions of the Bridges by which the Whitchurch and Tattenhall Railway of the Company will be carried over certain public Roads: And whereas it is expedient that the Company should become joint Owners with the Rhymney Railway Company of a Portion of the Undertaking of the last-19L[Local.]

last-named Company: And whereas it is expedient that the Company should be authorized to raise further Capital for the Purposes of this Act: And whereas the Purposes of this Act cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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 be cited for all Purposes as "The London and North-western Railway (New Lines) Act, 1867. The state of the s

8 & 9 Vict. ec. 16. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," and Part II. (relating to additional Capital) and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," and the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters, (that is to say,)

The Distribution of the Capital of the Company into Shares;

The Transfer or Transmission of Shares;

The Payment of Subscriptions, and the Means of enforcing the Payment of Calls;

The Consolidation of Shares into Stool.

The Consolidation of Shares into Stock;

The Remedies of Creditors of the Company against the Shareholders; board and the first to

The borrowing of Money;

The Conversion of the borrowed Money into Capital:

The General Meetings of the Company;

The making of Dividends:

The giving of Notices;

The Provision to be made for affording Access to the Special Act, are (except where expressly varied by this Act) incorporated with and form Part of this Act. the sense of the sense of the

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Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject of Context repugnant to such Construction:

The Expression "the Company" shall mean the London and North-western Railway Company:

The Expression "the Railway" or "the Railways:" shall mean the Railways by this Act authorized:

The Expression "the Whitchurch and Tattenhall Railway" shall mean the Railway authorized by and first described in "The London and North-western Railway (New Lines) Act, 1866:"

The Expression "the Mold and Tryddyn Railway" shall mean the Railway sixthly described in and authorized by "The London

and North-western Railway (New Lines) Act, 1866:"

The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

4. Subject to the Provisions of this Act, the Company may make Power to and maintain, in the Lines and according to the Levels shown on the deposited Plans and Sections, the Railways, Roads, and other Works herein-after described, with all proper Stations, Approaches, deposited Works, and Conveniences connected therewith respectively, and may exercise the several other Powers herein-after mentioned, and may enter upon, take, use, and appropriate such of the Lands delineated on the deposited Plans, and described in the deposited Books of Reference, as may be required for that Purpose.

The Railways herein-before referred to and authorized by this Act

1. A Railway (Two Miles Six Furlongs Three Chains or thereabouts in Length, and being a Deviation of the Whitchurch and Tattenhall Railway,) commencing in the Township and Parish of Whitchurch in the County of Salop, from and out of the said Whitchurch and Tattenhall Railway, and terminating in the Township of Bradley in the Parish of Malpas in the County of Chester by a Junction with the Whitchurch and Tattenhall Railway, which Deviation is herein-after referred to as "the Whitchurch Deviation:"

2. A Railway (Two Miles One Furlong Two Chains or thereabouts in Length, and being another Deviation of the Whitchurch and Tattenhall Railway,) commencing in the Township of Broxton in the Parish of Malpas in the County of Chester, from and out of the Whitchurch and Tattenhall Railway, and terminating in the Township of Chowley in the Parish of Coddington in the same County by a Junction with the Whitchurch and Tattenhall Railway, which Deviation is herein-after referred to as "the Malpas Deviation:"

3. A Railway (Two Furlongs or thereabouts in Length) in the Parishes of Abergavenny and Llantillio Pertholey in the County of Monmouth, commencing by a Junction with the Merthyr,

make Railways, &c. according to Plans.

Merthyr, Tredegar, and Abergavenny Railway, and terminating by a Junction with the Great Western Railway

4. A Railway (Four Chains or thereabouts in Length) in the said Parish of Llantillio Pertholey, from and out of the Railway

b. A Railway (One Furlong Seven Chains or thereabouts in Length, and being a Deviation of the Merthyr, Tredegar, and Abergavenny Railway,) commencing in the Parish of Abergavenny in the County of Monmouth by a Junction with the Merthyr, Tredegar, and Abergavenny Railway, and terminating in the Parish of Llanfoist in the said County of Monmouth by as Junction with the Merthyr, Tredegar, and Abergavenny Railway, which Deviation is herein-after referred to as "the Merthyr Deviation:

6. A. Railway (Three Miles Six Chains or thereabouts in Length) commencing in the Parish of Llangynider in the County of Brecon by a Junction with the Line of Railway firstly described in and authorized by "The Rhymney Railway (Northern Lines) Act, 1864," and terminating in the Parish of Merthyr Tydfil in the County of Glamorgan by a Junction with the Line of Railway called the Dowlais Junction, authorized by The Brecon and Merthyr Railway (Various Powers) Act, 1865," and which Railway is herein-after referred to as "the Dowlais Extension Railway:" Disoit west

7. A Railway (Four Eurlongs Three Chains or thereabouts in Length, and being in substitution for a Portion of the Mold and Tryddyn Railway,) commencing in the Township of Rhanberfedd in the Parish of Hope in the County of Flint by a Junction with the Efrith Branch of the Company's Railway, and terminating in the Township and Parish of Tryddyn in the same County by a Junction with the Mold and Tryddyn Railway, which Deviation is herein-after referred to as "the Mold and Tryddyn Deviation:

And with respect to Tolls, Rates, and Charges, and for all other Purposes whatever, the Whitchurch Deviation and the Malpas Deviation shall respectively be Part of the Whitchurch and Tattenhall Railway, as if authorized by "The London and North-western Railway (New Lines) Act, 1866; the Merthyr Deviation shall be Part of the Merthyr, Tredegar, and Abergavenny Railway, as if authorized by "The Merthyr, Tredegar, and Abergavenny Railway Act, 1859;" the Mold and Tryddyn Deviation shall be Part of the Mold and Tryddyn Railway, as if authorized by the said Act of 1866, and the other Railways by this Act authorized shall respectively be Part of the Company's Undertaking; provided that in respect of the Use of the Merthyr Deviation the, Company shall not demand any higher Tolls,

Rates, and Charges than are authorized by "The Merthyr, Tredegar, and Abergavenny Railway Act, 1859," and in respect of the Use of the Whitchurch Deviation, the Malpas Deviation, and the Mold and Tryddyn Deviation, and the other Railways by this Act authorized, the Company shall not demand any higher Tolls, Rates, and Charges than are authorized by the Act (Local and Personal) 9 & 10 Vict. c. 204., entitled An Act to consolidate the London and Birming- 9 & 10 Vict. ham, Grand Junction, and Manchester and Birmingham Railway c. cc.v. Companies.

The Roads and other Works herein-before referred to and authorized by this Act are—

Malpas in the County of Chester of the Line and Levels of so much of the public Road leading from the Whitchurch and Malpas Turnpike Road to Crossall Hill as lies between a Point in the Field numbered on the Plans referred to in "The London and North-western Railway (New Lines) Act, 1866," 74 in the Parish of Malpas and a Point in the Field numbered on those Plans 75 in the same Parish;

And the Company may stop up and discontinue as a public Road, and appropriate to the Purposes of their Undertaking, so much of the said Road as lies between the Points aforesaid:

2. A new Road in the Township and Parish of Malpas in the County of Chester, commencing at a Point on the public Road leading from Malpas to Cholmondeley Forty Yards or thereabouts measured in a Westerly Direction from the Point where that Road crosses the Bawbrook, and terminating at a Point on the said Road One hundred and eighty Yards or thereabouts measured in a Westerly Direction from the said Point of Crossing;

Thoroughfare so much of the present Road as will be crossed by the Whitchurch and Tattenhall Railway:

in the County of Chester, commencing from and out of the public Road leading from the Whitchurch and Chester Turnpike Road, near the New Inn to Simmonds Green, and terminating in the public Highway leading from the said public Road to the said Turnpike Road near Edge House:

from and out of the said Road No. 3, about midway between othe Commencement and Termination thereof, and terminating at or near the Point where the public Road and public Highway before described form a Junction;

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And

And the Company may stop up and discontinue as public Thoroughfares, and appropriate to the Purposes of their Undertaking, so much of each of the said public Road and public Highway respectively as lies between their said Junction and the Points of Commencement and Termination respectively of the said Road No. 3.

Company not to take certain Land which may be required by Great Western Railway Company.

The state of the s 5. And whereas the Company are by this Act authorized to acquire, for the Purposes of the Dowlais Extension Railway, certain Lands numbered on the deposited Plans of that Railway 24 and 39 in the Parish of Merthyr Tydfil, and a Portion of those Lands may be required by the Great Western Railway Company for the Purposes of a Bill now pending in Parliament called the Great Western Railway Bill: Therefore if that Bill pass into a Law authorizing the Great Western Railway Company to acquire a Portion of those Lands, the Company shall not, without the Consent in Writing of that Company, under their Common Seal, first obtained, enter upon, take, or use any Portion of the Lands numbered upon the deposited Plans of the said Dowlais Extension Railway 24 and 39 in the Parish. of Merthyr Tydfil which does not lie within the Limits of Deviation as the same are delineated upon the deposited Plans of that Railway.

to take certain Land which may be required by the Rhymney Railway Company.

6. And whereas the Company are by this Act authorized to acquire, for the Purposes of the Dowlais Extension Railway, certain Lands numbered on the deposited Plans of that Railway 24 and 39 in the Parish of Merthyr Tydfil, and a Portion of those Lands, may be required by the Rhymney Railway Company for the Purposes of a Bill now pending in Parliament called the Rhymney Railway Bill: Therefore, if that Bill pass into a Law authorizing the Rhymney. Railway Company to acquire a Portion of those Lands, the Company shall not, without the Consent in Writing of that Company, under their Common Seal, first obtained, enter upon, take, or use any Portion of the said Lands numbered upon the deposited Plans of the said Dowlais Extension Railway 24 and 39 in the Parish of Merthyr Tydfil which does not lie within the Limits of Deviation delineated upon the deposited Plans of that Railways and and and

As to Junction of Railway No. 3

the Amount of find Single of the Contract of t 7. The Junctions of Railway No. 3 by this Act authorized with the Railway of the Great Western Railway Company shall be made with the and maintained, unless otherwise agreed, by the Company and the Great Western Railway Company, according to and at the Points Railway. Ashown on a Plan of the said Junctions signed in Duplicate by William Cawkwell and James Grierson, One Copy whereof has been deposited at the Office of the Company and the other at the Office of the Great Western Railway Company; and if at any Time hereafter the Company:

pany desire to form a Junction with the Down or Eastern Line of the said Railway of the Great Western Railway Company, and the Great Western Railway Company object thereto, the Necessity for such Junction shall be referred to an Arbitrator, to be appointed by the Board of Trade, on the Application of either Company; and if the said Arbitrator awards that such Junction is necessary the same shall be formed at such a Place, and in such a Manner or Way, and on such Terms as the Company and the Great Western Railway Company agree upon, or, failing Agreement, as shall be settled by the said Arbitrator, and the Expense of the Arbitration or Arbitrations shall be borne and paid by the Company; and such Junctions shall only be used for the Purposes of carrying Traffic which the Company are now authorized to carry or convey on or over the Newport, Abergavenny, and Hereford Railway of the Great Western Railway Company.

8. Notwithstanding anything herein or in the incorporated Acts Not to take contained, it shall not be lawful for the Company nor any Person Lands, or acting under or in execution of this Act to enter upon, occupy, or with Great use, either permanently or temporarily, any of the Lands, Works, or Western Property of the Great Western Railway Company, or in any Manner Company, to alter, vary, or interfere with their Railway or Works, without the except for Consent of that Company under their Common Seal, save only for the Purpose of effecting the Junctions and Communications delineated on the Plan signed by William Cawkwell and James Grierson.

interfere the Purpose. of a Junction.

9. The Company from Time to Time may raise for the Purposes Power to of this Act by the Creation and Issue of Shares such Sums of Money as they shall think necessary, not exceeding Two hundred thousand by Creation Pounds, exclusive of the Monies which they are or may be authorized of Shares. to raise by any other Act or Acts of Parliament; and the Company may create and issue such Shares either wholly or partially as ordinary or wholly or partially as preferential Shares, as they may think fit.

raise additional Money

10. The Company shall not issue any Share created under the Shares not to Authority of this Act, nor shall any Share vest in the Person accept- issue until ing the same, unless and until a Sum not being less than One Fifth of paid up. the Amount of such Share shall have been paid in respect thereof.

11. If by any other Act passed in the present Session of Parliament, New Shares whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares, then, subject to the any other Provisions of the other Act and this Act respectively, the Company, Act of this if they think fit, may raise, by the Creation and Issue of new Shares be of same of One and the same Class, all or any Part of the aggregate Capital Class. which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares.

raised under this Act, and

Except as otherwise. provided, new Shares created by Company to be subject to same Incidents as Ordinary Shares.

12. The Share Capital created by the Company under this Act, and the Shares therein, and the Holders of those Shares respectively, except any Share Capital and Shares therein to which a preferential Dividend is attached, and the Holders of those Shares respectively. shall be subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatsoever in all respects as if that Capital were Part of the now existing Ordinary Share Capital of the Company and those Shares were Shares in that: Ordinary Capital.

Dividends. on new Shares created by Company.

13. Every Person who becomes entitled to a Share created by the Company under this Act shall in respect of the same be a Shareholder in the Company, and shall be entitled to a Dividend, either preferential or, ordinary as the Case may be, with the other Holders of Shares of the same Class or Description, proportioned to the whole Amount from Time to Time called and paid on such new Shares.

Votes and Qualifications in respect of Shares created by Company.

14. The Holders of the Shares created under this Act shall have Rights of voting and Qualifications in respect thereof, on the Principle that each Sum of One hundred Pounds paid up in respect of the Shares held by any such Holder shall be deemed equivalent to One. original Share of One hundred Pounds in the Capital of the Company, as prescribed by their Act of Incorporation: Provided that no Person shall be entitled to vote in respect of any less Amount than One hundred Pounds paid up; provided also, that (unless otherwise specified in any Resolution of the Company) no Person shall be entitled to vote in respect of any Share created or issued under this Act to which a preferential Dividend shall be assigned.

Company may create and issue Stock in lieu of Shares.

15. The Company may raise by the Creation of Stock the Money which they are by this Act authorized to raise by the Creation of Shares, or any Part thereof, and may direct that such Stock shall be paid up in full at once or by Instalments, as the Company think fit, and the Company may create and issue such Stock either wholly or partially as ordinary or wholly or partially as preferential Stock, as they may think fit; and all the Provisions of this Act with respect to the Shares by this Act authorized to be created and the Holders thereof shall, so far as applicable, apply to the Stock created under the Authority of this present Enactment and the respective Holders thereof, as fully and effectually as if those Provisions were re-enacted in respect of that Stock and the respective Holders thereof; provided that the Company shall not issue any Certificate of such Stock, or register any Transfer thereof, until the Stock in respect of which the Certificate is issued or the Transfer is made is fully paid up. and the state of the beat with a resident that will be the state of

16. The Company may, from Time to Time, borrow on Mortgage Power to any Sum not exceeding in the whole Sixty-six thousand six hundred Pounds, in addition to the Sums which they are already authorized to-borrow, or which they may be authorized to borrow, by any other Act or Acts of Parliament; but no Part thereof shall be borrowed until Shares or Stock for the whole of the Sum by this Act authorized to be raised by Shares or Stock shall have been issued and taken up, and One Half thereof shall have been 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 Shares or Stock for all the Capital which the Company are by this Act authorized to raise by the Creation of new Shares or Stock have been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share or Portion of Stock in such Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Shares or Stock were issued and taken bona fide, and are held by the Persons to whom the same were issued or their Assigns, and that such Persons or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereoff is a second of the se

Mortgage.

17. Every Provision in any Act passed before the present Session Repealing of Parliament whereby the Company is authorized to raise by borrowing Money for the Purposes of their Undertaking, with respect with respect to the Appointment of a Receiver for enforcing Payment by the Company of Arrears of Principal Money, or Principal Money and Receiver. Interest, shall be and the same is hereby repealed, but without Prejudice to any Appointment which may have been made, or to the Continuance of any Proceedings which may have been commenced; prior to the passing of this Act under any such Provision.

Provisions of former Acts to Appointment of a

18. The Mortgagees of the Company may enforce Payment of Arrears may Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages by the Appointment of a Receiver; and in order ment of a to authorize the Appointment of a Receiver in respect of Principal, Receiver. or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Ten thousand Pounds in the whole.

be enforced by Appoint-

19. The Company may create and issue Debenture Stock, and Debenture may attach thereto such fixed and perpetual preferential Interest, Stock. [Local.]19 Nnot

not exceeding Five Pounds per Centum per Annum, as they shall think fit.

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Former Mortgages to have Priority.

20. All Mortgages or Bonds granted or to be granted under the Authority of any former Act relating to the Company shall, during the Continuance thereof, have Priority over any Mortgages granted by virtue of this Act.

Application of Monies.

21. All Monies raised under this Act, whether by Shares or borrowing, shall be applied to the Purposes of this Act only.

Power to apply Corporate Funds to Purposes of Act.

22. The Company may apply to the Purposes of this Act any of the Monies which they now have in their Hands, or which they have Power to raise by Shares or Mortgage by virtue of any Acts relating to the Company, and which may not be required for the Purposes to which they are by any such Acts made specially applicable.

traordinary Purposes.

Lands for ex- 23. The Quantity of Land to be taken by the Company, by Agreement, for the extraordinary Purposes inentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Two Acres.

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Powers for compulsory Purchases limited.

24. 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 from the passing of this Act.

Company to acquire Easement only in Lands of the Great. Western Railway Company.

25. With respect to any Lands of the Great Western Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the Great Western Railway Company shall sell and grant accordingly, an Easement or Right of using the same for the Purpose for which but for this Enactment the Company might purchase and The second secon take-the same-

Completion of Works.

26. The Railways, Roads, and other Works by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railways, Roads, and other Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed: Thewind in the same was the same in the sam

acount of the same

30° & 31° VICTORIÆ, Cap. cxiii.

The London and North-western Railway (New Lines) Act, 1867.

27. In altering for the Purposes of this Act the Roads next herein-after mentioned, the Company may make the same of any Inclinations not steeper than the Inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

Inclinations of certan Roads.

Number on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
$egin{array}{c} 15 \ 26 \ 3 \end{array}$	Malpas	Turnpike Road	1 in 17 on one Side, and level on the other. 1 in 20. 1 in 12 on One Side.
13 3.	Gellygaer -	Turnpike Road Turnpike Road	1 in 22.

28. The Company, in constructing the Whitchurch and Tattenhall Railway and the Railways by this Act authorized, may make the Arches of the Bridges for carrying those Railways over the Roads Bridges. next herein-after mentioned of any Heights and Spans not less than the Heights and Spans herein-after mentioned in connexion with those Roads respectively; (that is to say,)

Heights and Spans of

Number on the Plans of the Whitchurch and Tattenhall Railway re- ferred to in the London and North-western Rail- way (New Lines) Act, 1866.	Parish.	Description of Road.	Height.	Span.
76 84 and 85 173 and 177 12 	Malpas Malpas Malpas Coddington Coddington	Public Road -	15 Feet - 15 Feet - 15 Feet - 15 Feet -	20 Feet. 20 Feet. 20 Feet. 20 Feet. 20 Feet.
				<u> </u>
Number on the deposited Plans.	Parish.	Description of Road.	Height.	Span.
27		Public Road - Turnpike Road		20 Feet. 20 Feet.

29. The Company, in constructing the Whitchurch and Tattenhall Widths of Railway and the Railways by this Act authorized, may make the certain Roadways. Roadway over the Bridges by which the following Roads will be carried over those Railways of such Width between the Fences thereof

thereof as the Company think fit, not being less than the respective Widths herein after specified; (that is to say,)

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Number on Plans of White Lie Lie Lie Lie Lie Lie Lie Lie Lie Li
Railway referred to
Railway referred to In: The London and Parish. Parish. Roadway. Width of Roadway.
North-western Railway (New Lines) CAct,
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A TOUR AND THE ROLL STORY OF THE TOUR STORY OF THE STORY
Whitchurch Public Road 20 Feet. Malpas - Public Road 20 Feet.
Malpas - Public Road - 20 Feet.
Public Road 20 Feet.
236 Malpas Public Road 20 Feet.
200 and 204 Malpas - Public Road - 20 Feet. Malpas - Public Road - 20 Feet. Public Road - 20 Feet.
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THE MOUNT WARD DESCRIPTION OF THE STATE OF THE MOUNT OF THE STATE OF T
Number on Parish. Pescription of Roadway. Width of Roadway.
The state of the s
Malpas - Public Road - 20 Feet.
Malpas Public Road - 20 Feet.
Gellygaer - Turnpike Road - 25 Feet. Merthyr Tydfil - Turnpike Road - 25 Feet.
Merthyr Tydfil - Turnpike Road - 25 Feet.
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For Protection of Lands and Works of the Dowlais Iron Company.

- 30. And whereas the Railway by this Act authorized; and therein called the Dowlais Extension Railway, is proposed to pass through Lands belonging or reputed to belong to and occupied by the Dowlais Iron Company (herein-after called the Iron Company), contiguous to their Ironworks, and on and under which they have Mining Rights, and are now and from Time to Time will be carrying on active Mining and other Operations in connexion with their Ironworks, and the Iron Company are likely to acquire other Lands adjoining that Line of Railway, and to use them for similar Purposes, and it is expedient that the special Provisions herein contained should be made with reference to the Lands from Time to Time belonging to and so occupied by that Company: Therefore, without the Consent in Writing of the Iron Company in every Instance first had and obtained.
- Time to Time belonging to or occupied by the Iron Company than shall be absolutely necessary for the Width of the Line of Railway, with not exceeding Two Lines of Rails, and the Cuttings, Embankments, Fences, Viaducts, and Arches thereof:

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- (B.) The Company shall not bore, cut, or embank any of the Lands from Time to Time belonging to or occupied by the Iron Company which may not be necessarily taken by the Company for the Construction as herein authorized of the Railway, and the Cuttings, Embankments, Viaducts, and Arches thereof (all which Lands not necessarily so taken are herein called the Dowlais Lands), or, except as hereinafter provided, lay any Spoil or Material upon any of the Dowlais Lands, or dig or remove therefrom any Earth, Stone, Gravel, Sand, or other Materials, or construct any temporary or permanent Works thereupon, or enter upon, take, or use the same, either temporarily or permanently, for any Purpose: Provided always, that the Company may lay Spoil or Material upon those Parts of the Dowlais Lands which shall from Time to Time be indicated for the Purpose by the Iron Company in Writing, and upon any Part thereof not so indicated upon which the Company would, but for the Provisions of this Section, be entitled to lay Spoil, for any Period during which the Iron Company neglect, after Twenty-eight Days Notice, to indicate a Portion of the Dowlais Lands for the Purpose: Provided also, that any Part of the Dowlais Lands to be so indicated need not be nearer to the Railway by this Act authorized than One hundred Yards:
- (C.) The Company shall not use, obstruct, or interfere with any of the Dowlais Lands used or occupied by the Iron Company for the Deposit of Spoil or Rubbish, or alter or divert any Carriage or other Road, Railway, or Tramway in or upon any of the Dowlais Lands, or prevent the Iron Company from using or enjoying the same, or any of them, in as full and ample a Manner as if this Act had not been passed.

31. The Company shall, at their own Expense in all Things, Company to make, and from Time to Time for ever thereafter maintain in good Repair, for the Use and Accommodation of the Iron Company, and Dowlais Iron to their reasonable Satisfaction, the several Works next herein Company. mentioned:

make certain Works for

I. Near the Point shown on the deposited Plans as 1 Mile 6 Furlongs 6 Chains a convenient and substantial Bridge over the Railway, with all proper and necessary Approaches and connected Works, for the Purpose of carrying the Iron Company's Tramway, without Alteration of its Line or Level, and for any other Purpose of the Iron Company, of the clear Width between the Parapets of Twelve Feet throughout, measured at Right Angles to the Line of the Tramway:

[Local.]

- 2. At or near the Point shown on the deposited Plans as 2 Miles O Furlongs 2 Chains a convenient and substantial Bridge over the Railway, with all necessary and proper Approaches and connected Works, for carrying, without Alteration of Line, and with such Alteration only of Level, if any, as shall be absolutely necessary to allow the Company's Line to pass under the Iron Company's Blaen Race Tramway, and for any other Purpose of the Iron Company, of the clear Width between the Parapets of Twelve Feet throughout, measured at Right Angles to the Line of the Tramway:
- 3. At or near the Point shown on the deposited Plans as 2 Miles of Furlongs 100 Links a convenient and substantial Bridge over the Railway, with all necessary and proper Approaches and connected Works, for carrying, without Alteration of Line, and with such Alteration only of Level, if any, as shall be absolutely necessary to allow the Company's Line to pass under the Iron Company's Blaen Dowlars Balance Pits Tramway, of the clear Width between the Parapets of Twelve Feet throughout, measured at Right Angles to the Line of the Tramway:
- 4. At or near the Point shown on the deposited Plans as 2 Miles 2 Furlongs 2 Chains a convenient and substantial Archway under the Railway for the Passage, without Alteration of its Line or Level, of the Tramway leading to and from the Ivor Works, and for the general Rurposes of the Iron Company, of the clear Width throughout of Twelve Feet, measured at Right Angles to the Tramway, and of the clear Height throughout of Twelve Feet:
- 5. At or near the Point shown on the deposited Plans as 2 Miles Tuilongs I Chain a convenient and substantial Culvert of not less Diameter than Six Feet for the Passage under the Railway of the Iron Company's Fish Pond Water-course:
- 6. At or near the Point shown on the deposited Plans as 2 Miles 3 Furlongs 7 Chains a convenient and substantial Archway under the Railway for the Passage, without Alteration of the Devel, of the Tramway leading to and from the Iron Company's Ivor Works, and for the general Purposes of the Iron Company, of the clear Width throughout of Twelve Feet, measured at Right Angles to the Tramway, and of the clear Height throughout of Twelve Feet.
- 7. At a Point to be fixed by the Iron Company between the Points severally shown on the deposited Plans as 2 Miles 5 Furlougs 6 Chains, a convenient and substantial Bridges over the Railway, with all necessary and proper Approaches and connected Works, for the general

Purposes

Purposes of the Iron Company, of the clear Width between the Parapets of Twelve Feet measured at Right Angles:

8. At or near the Point shown on the deposited Plans as 2 Miles 7 Furlongs 1 Chain a convenient and substantial Bridge over the Railway, with all necessary and proper Approaches and connected Works, for the Passage of Foot Passengers, and for the general Purposes of the Iron Company, of the clear Width between the Parapets of Twelve Feet measured at Right Angles:

And the Company shall from Time to Time, and at all Times hereafter when called upon by the Iron Company, at the joint and equal Expense of the Company and of the Iron Company, make, and from Time to Time for ever thereafter maintain, for the Use and Accommodation of the Iron Company, and to their reasonable Satisfaction, all other Roads and Bridges over and all other Tunnels and other Communications under those Parts of the Railway which shall be formed upon or through the Lands belonging to or occupied by the Iron Company, and all other Accommodation Works, so as effectually to preserve to the Iron Company the full and ample Use and Enjoyment from Time to Time of their Works and Lands, and of all Roads, Railways, Tramways, Reservoirs, Drains, Watercourses, and Waters upon or connected therewith.

32. And whereas the Dowlais Extension Railway is proposed to For the Probe constructed and maintained in close Proximity to certain Reservoirs, respectively shown on the deposited Plans, at or near the Points voirs, severally marked thereon 1 Mile 4 Furlongs and 2 Miles 5 Furlongs, and respectively belonging to the Iron Company, and which Reservoirs, with the Watercourses and Conduits feeding the same, and leading the Water therefrom to the Works, were formed and are maintained by them at considerable Cost for the Purpose of preserving and supplying Water for use in the Ironworks: And whereas it is essentially necessary that the Supply of Water now derived by the Iron Company from those Reservoirs be not by any Operation of the Company interrupted or prejudiced: Therefore it shall not be lawful for the Company, without the Consent in Writing of the Iron Company, in constructing their Railways, to take, use, or enter upon any Land forming Part of the Site of those Reservoirs, or any of them, or to do or omit any Act or Thing whereby the same Reservoirs, or any of them, or the Passage of the Waters feeding the same, and flowing therefrom to the Ironworks, shall or may be destroyed, damaged, or interrupted; and, in order that no such Damage or Interruption may ensue, the Company shall not execute any Work in the immediate Proximity to those Reservoirs, or any of them, or of those Watercourses, except according to a Plan and Specification previously approved by the Engineers of the Company and 発展したこと

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For the further Protection of the Company.

and the Iron Company, or, failing Agreement between them by a competent Engineer-appointed at the Instance of either Party by the Board of Trade grood fire and Armina bus such aid denouted basic

33. If, by reason of any Operation or Omission of the Company, the Pond or Reservoir known as the Roadside Pond, or the Water, Dowlais Iron courses or Conduits requirected therewith bendamaged or interfered with, so that by reason of Leakage or otherwise the Supply of Water to the Ironworks is at any Time hereafter interrupted or lessened the Company shall, at their Expense in all Things, immediately on Notice thereof from the Iron Company, execute all Works and do all Acts necessary and proper for the immediate Repair of the Mischief, and, if required in Writing by the Iron Company so to do in consequence fof Interruption or Diminutions of the Water Supply sthe Company shall, at their own Expense in all Things, forthwith construct, to the reasonable Satisfaction of the Iron Company, on Part of the Dowlais Lands approved for the Purpose by the Iron Company, a new Reservoir of the same Capacity at least as the Reservoir morrow for which the new Reservoir shall be substituted; with all proper and sufficient Watercourses or Conduits in connexion with the new Reserwill milit voir southat a Supply of Water at least fequal to the now existing Supply may be thereby received, preserved and led to the Works of the Iron. Company as conveniently as theretofore: Provided always, that the Company shall not be bound to comply with any Requirement for the Construction of any new Reservoir, Watercourse, or Conduit if, within Twenty-one Days after being required by the Iron Company so to do, they obtain and deliver to the Iron Company a. Certificate in Writing under the Hand of a competent Engineer appointed for the Purpose by the Board of Trade, that the Interrup tion or Diminution of the Water Supply can be substantially and permanently remedied by the Repair of the existing Reservoir, Watercomses, or Conduits, and if within Forty Days after being required by the Iron Company to construct any new Reservoir, Watercourse, or Conduit, the Company, after having obtained and delivered such Certificate, shall have fully and permanently remedied all Interruption and Diminution of the Water Supply: Provided also that the Iron Company is not precluded by any such Certificate from making any further Requirement on any subsequent Cause arising or apabout pearing for the Construction of any new Reservoir, Watercourse, or Conduit.

riant in Saving Rights of the Dowlais Tron Company.

Construction

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34. Except as is by this Act expressly provided, this Act or anything herein contained shall not take away, lessen alters or prejudice any of the Rights, Powers, or Authorities of the Iron Company. The bas sei-usiteration dans comage of om I defined as invixe viant value of the beet medically access and at colorest active of 35. The

35. The Expressions "Dowlais Iron Company" and "Iron Com- Meaning of pany" in this Act shall respectively mean and include Sir Ivor Bertie sion "Dow-Guest Baronet, his Heirs and Assigns, and George Thomas Clark lais Iron Esquire, and the Right Honourable Henry Austin Bruce, and the Company." Survivor of them, and their respective Heirs, Executors, Administrators, and Assigns, being from Time to Time Trustees or a Trustee appointed by and acting in execution of the Trusts of the Will of Sir Josiah John Guest Baronet, deceased; and the Powers, Authorities, Rights, and Privileges given by this Act to or in favour of the Iron-Company shall not be affected by the Decease of Sir Ivor Bertie Guest Baronet or of the said George Thomas Clark or Henry Austin Bruce, or either of them, or by them or any of them ceasing respectively to be Members or a Member of the Iron Company, or by any Change in or Addition to that Company, or the Parties for the Time being composing the same or conducting the Affairs and Business thereof.

36. If the Railways by this Act authorized be not completed Penalty for and opened for public Traffic within the Period by this Act limited Non-comfor the Completion thereof, then (subject to the Provision herein-after Railways contained) the Company shall be liable to forfeit and pay the Sum within Time of Fifty Pounds for every Day after the Expiration of that Period limited. during which the Railways shall remain unopened, which Penalty shall be a Debt from the Company to the Crown, and be recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the Company may be prevented from completing or opening the Railways by unforeseen Accident or Circumstances beyond their Control (of which Prevention, and of the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence), and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificate accordingly: Provided always, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

pletion of

37. In constructing the new Roads and the Alteration of Road by Power to this Act authorized, the Company may deviate to the Extent of the Limits of Deviation marked on the deposited Plans, and may deviate of new from the Levels shown on the deposited Sections to any Extent not Roads, &c. exceeding Five Feet.

deviate in Construction to Extent marked on Plans, &c.

38. The new Roads to be made by the Company under this Act Provision for when made and completed (and the Road which the Company are by this Act empowered to alter, when so altered), shall respectively from Time to Time be repaired and maintained by and at the Expense of the same Parties, in the same Manner, and to the same Extent as [Local.] 19Pother

Repair of new Roads.

other Roads within the Townships or Parishes respectively in which such new or altered Roads will be situate are from Time to Time liable to be repaired or maintained: Provided always, that if any Question shall arise between the Company and any of such Parties as to the due Completion of such new Roads or of such Alteration, such Questions shall from Time to Time be determined by Two Justices, on the Application of either of the Parties in difference. and after not less than Seven Days Notice to both Parties of the sitting of such Justices for the Purpose; and the Certificate of such Justices of the due Completion of such new Roads respectively, or, as the Case may be, of such Alteration, shall be conclusive Evidence of the Fact so certified.

of Portions of Roads stopped up vested in Company.

Site and Soil 39. The Site and Soil of the Portions of Roads by this Act authorized to be stopped up, discontinued, and appropriated by the Company, and the Fee Simple and Inheritance thereof, shall (except where by this Act otherwise provided), if the Company are the Owners of the Lands on both Sides thereof, be from the Time of the stopping up thereof respectively wholly and absolutely vested in the Company; and if the Company are the Owners of the Land on One Side only thereof, the Site and Soil of the said Portions of Roads respectively between the Company's Land and the Centre of such Road, and the Fee Simple and Inheritance thereof, shall be, from the Time of the stopping up thereof respectively, absolutely vested in the Company.

Abandenment of Portions of Railways.

- 40. The Company may and shall abandon the Formation of the following Portions of Railway; (that is to say,)
- 1. So much of the Whitchurch and Tattenhall Railway as lies between the Points of Commencement and Termination of the Whitchurch Deviation;
 - 2. So much of the Whitchurch and Tattenhall Railway as lies between the Points of Commencement and Termination of the Malpas Deviation;
- 3. So much of the Mold and Tryddyn Railway as lies between the authorized Commencement thereof in the Township and Parish of Tryddyn and the Point at which the Mold and Tryddyn Deviation will join the Mold and Tryddyn Railway; and the Company may and shall abandon and discontinue the Maintenance, as a Portion of their Merthyr, Tredegar, and Abergavenny Railway, of the Chille of the College of the College of the Children of the College of the Children of the College of the Coll
- 4. So much of that Railway as lies between the Points of Commencement and Termination of the Merthyr Deviation; and may use the same as Sidings or otherwise for the Purposes of their Undertaking:

41. The Abandonment by the Company under the Authority of Compensathis Act of any Portion of any Railway or Work shall not prejudice tion for Damage or affect the Right of the Owner or Occupier of any Land to receive Land by Compensation in accordance with the Provisions in that Behalf of Entry, &c. "The Lands Clauses Consolidation Act, 1845," for any Damage of Railways occasioned by the Entry of the Company on such Land for the Pur- abandoned. pose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise, as regards such Land, of any of the Powers contained in the last-mentioned Act, or "The London and North-western Railway (New Lines) Act, 1866," and "The Merthyr, Tredegar, and Abergavenny Railway Act, 1859," or any or either of them.

Damage to for Purposes

-42. Where, before the passing of this Act, any Contract may have Compensabeen entered into or Notice given by the Company for the purchasing tion to be made in of any Land for the Purposes of or in relation to any Portion of any respect of Railway or Work authorized to be abandoned by this Act, and which Portions of shall not be required for the Purposes of the Company, full Compen- abandoned. sation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Railways

43. From and after the passing of this Act the Provisions of Provisions of "The Rhymney Railway (Northern Lines) Act, 1864," (herein-after Rhymney Railway referred to as "the Act of 1864,") with respect to the Construction, (Northern Maintenance, Management, Working, and Use of so much of the Railway by that Act authorized as will be situate between Rhymney Bridge and Nantybwch (and which Portion of Railway is herein-after Provisions of referred to as "the Joint Line"), shall be put into execution by the Company and the Rhymney Railway Company (who are herein-after referred to as the Two Companies) according to the Provisions of this Act, and, subject to such Provisions, the Two Companies shall, on the passing of this Act, be Joint Owners of the Joint Line.

Lines) Act, 1864, to be subject to

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44. Within One Month after the passing of this Act the Company shall, in Writing under the Hand of the Chairman and Secretary of that Company, nominate Three Persons, and the Rhymney Railway Company shall in like Manner nominate Three Persons, and the Six Persons so nominated, and their Successors, shall form a Committee for the Construction, Maintenance, and Management of the Joint Line, and that Committee are herein-after called 'the Joint Committee." ATTEMPT OF THE PARTY OF THE PAR

On Failure by either of the Companies to nominate, theNominees of the other Company may act.

45. In the event of Default by either of the Two Companies to nominate, within Three Months after the passing of this Act, Members of the Joint Committee, the Persons nominated by the other Company or any Two of those Persons, may lawfully exercise the Powers hereby vested in the Joint Committee until the Company failing to nominate shall have made such Nomination.

As to Va cancies in Joint Committee.

46. The Two Companies may from Time to Time, at their Pleasure, remove, by Writing under the Hand of their respective Chairman and Secretary, all or any of the Members of the Joint Committee nominated by them respectively, and may in like Manner fill up Vacancies occurring in the Joint Committee by Removal, Death, or Resignation; and any Informality in the Nomination of a Member of the Joint Committee shall not invalidate any Acts done by the Joint Committee previously to the Discovery of such Informality, and the Omission of either Company to supply Vacancies in the Joint Committee shall not invalidate the Acts of the Committee.

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Meetings of Joints dicts Committee.

47. The Joint Committee shall hold its Meetings at such Place as it shall from Time to Time determine, and Four shall be a Quorum, and, unless at any Time or from Time to Time otherwise unanimously agreed at any such Meeting, the Chairman of successive Meetings shall be alternately selected from the Members representing the Two Companies respectively; and the First Business transacted at every Meeting of the Joint Committee shall be the Election of a Chairman to preside at such Meeting; and the Proceedings of each Meeting shall be determined by a Majority of the Persons present, the Chairman having only One Vote and not a Casting Vote; but if any Question shall arise in the Joint Committee whereon all the Members present TORTHOO! representing one Company differ from all the Members present representing the other Company, or if there shall be an Equality of Votes upon any Question entertained by the Joint Committee, the Question shall, if required, be referred to the Boards of Directors of the Two Companies respectively, and if the said Boards shall not within Eight Days after the Matter in difference shall have been referred to them agree thereupon, then the Matter in difference shall be referred to Arbitration in manner herein-after provided. reignoff and not bradensoff for the filt to activities and things the any Morgies

48. The Joint Committee shall, in respect of the Joint Line, have and may exercise, in the Names of the Companies, all the Powers conferred by the Act of 1864 with reference respectively to the entering into Contracts with Landowners and others, the Purchase of Lands, and the Construction, Completion, and Maintenance of the Joint Line, but so as not to prejudice or interfere with any Contract already made by the Rhymney Railway Company for any or either of those Purposes, and also all the Powers of the Act of 1864 with reference to the Management and Regulation of the Joint Line, the making, altering, varying, repealing, and enforcing of Byelaws, and the demanding and receiving of Tolls, and may from Time to Time fix the Amount of the Tolls to be demanded and received in respect of the Use of the Joint Line, not exceeding the Tolls by the Act of 1864 authorized.

Powers of Joint Committee.

49. The Joint Committee from Time to Time may appoint and Officers of remove a Secretary and Treasurer for themselves, and may appoint Joint Cor and remove the Officers, Clerks, and Servants from Time to Time employed on and with respect to the Joint Line, except only the Officers and Servants from Time to Time employed by the Two Companies respectively, or either of them, in the actual Conveyance of Passengers, Animals, and Things, or the Management of Carriages, Locomotive Engines, or other Power.

50. Any Summons or Notice, or any Writ or other Proceeding at As to Ser-Law or in Equity, requiring to be served upon the Joint Committee may be served by the same being given personally to or transmitted Joint Comthrough the Post directed to the Secretary of the Joint Committee, mittees or if there be no Secretary, then by being given personally to or transmitted through the Post directed to the Secretary of each of the Two Companies.

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51. The Company shall, within Two Months after the Receipt For Repayfrom the Rhymney Company of an Account in Writing, verified by the Signature of the Secretary and Chairman of that Company, of the Outlay and Expenses incurred by them in and about the Execution of the Act of 1864 in relation to the Joint Line up to the Time of the passing of this Act, stating the Items of such Expenditure, repay to the Rhymney Railway Company One Half of such Outlay and Expenses, and in default of Payment by the Company the Amount due from them may be recovered by the Rhymney Railway Company in any Court of competent Jurisdiction; and all Liabilities incurred in or about the Execution of the Act of 1864 in relation to the Joint Line after the passing of this Act shall be paid and discharged by the Joint Committee; provided that the Company may, if they think fit, require the Production of Proofs and Vouchers for any Monies [Local.] 19 Q paid

ment by the Company of Moiety of Expenses incurred by Rhymney Company.

paid or expended by the Rhymney Railway Company as aforesaid, and all Contracts, Deeds, Papers, and other Documents relating to any Liabilities incurred by that Company as aforesaid shall be delivered by them to the Joint Committee.

Vesting of Lands for the Joint Line in the Two Companies jointly.

52. All Lands purchased previously to the passing of this Act for the Purposes of the Joint Line, the Conveyance of which shall be then completed, shall thereupon by virtue of this Act vest in, and the Title Deeds and Writings relating thereto shall belong to, the Two Companies jointly for their joint Benefit; and all Lands then purchased for the Purposes of the Joint Line, the Conveyance of which shall not be then completed, and all Lands hereafter purchased for the Purposes of the Joint Line, shall be conveyed to and vested in the Two Companies jointly, and all such several Lands shall be for ever after held and enjoyed by the Two Companies jointly for the Purposes of the Joint Line: Provided always, that the Form of Conveyance of Lands prescribed by "The Lands Clauses Consolidation Act, 1845," may be used, with the requisite Alterations thereof, for the Conveyance of Lands to the Two Companies jointly.

Chattels acquired by Rhymney. Company for Joint Line to belong to the Companies.

53. All Chattels acquired by the Rhymney Railway Company prior to the passing of this Act for the Purposes of the Joint Line, the Cost of which shall be included in the Accounts delivered by the Rhymney Railway Company to the Company under this Act, shall be the Property of the Two Companies in equal Proportions, as if the same had been purchased or acquired by the Joint Committee.

The Companies to have equal Rights in respect of Joint Line.

54. The Two Companies respectively shall have equal Rights each with the other in all respects as to working over and using, and may work over and use, the Joint Line, and the Works, Stations, and Conveniences thereof, free of all Tolls, Rates, and Charges, and no Preference, Priority, or other Advantage shall be given to or taken by either of the Two Companies over or to the Exclusion or Disadvantage of the other of them.

As to Payment of Tolls. 55. The Tolls, Rates, or Charges from Time to Time received in respect of the local Traffic of the Joint Line, and from Third Parties using the same, shall be paid into the Joint Fund.

Books of Account to be kept by Committee.

56. The Joint Committee shall cause proper Books of Account to be kept, containing accurate Statements of all Receipts and Expenditure in the Execution of the Act of 1864 and this Act respectively in any way relating to the Joint Line, and also Books in which shall be entered the Minutes of all Proceedings at every Meeting of the Joint Committee; and such Books of Account and Minute Books, as well as all other Books, Papers, Writings, or Accounts relating in

any

any Manner to the Proceedings of the Joint Committee, or having reference to the Joint Line, shall at all reasonable Times of the Day be open to the Inspection of the Directors of the Two Companies respectively, or Persons duly authorized by them or either of them, who shall also have Power during such Time as aforesaid to take or have made such Copies thereof or Extracts therefrom as they may think fit, without making any Payment for the same.

57. The Expenses necessary for and attending the Purchase of As to Ex-Lands for and the Construction of the Joint Line or otherwise, in the Execution of the Act of 1864 and this Act respectively, in relation to Joint Line. the Joint Line, shall be contributed by the Two Companies in equal Proportions, unless with the Concurrence of the Two Companies.

pense of constructing

58. The Joint Committee from Time to Time may make such Joint Comrateable Calls of Money upon the Two Companies, in respect of the Amount to be contributed by them respectively towards the Construction of the Joint Line, and the Purchase of Lands for the Purposes of the same, as the Joint Committee think fit, and may appoint the Persons to whom and the Times and Places at which the Calls shall be paid.

mittee may make Calls on the Two Companies.

559. The Powers granted to the Rhymney Railway Company by Powers of the Act of 1864 for the raising of Capital for the general Purposes of that Act shall be exercised (so far as it is needful and so far as respects the Joint Line) by the Two Companies respectively for the Purpose of the Joint Line, and for the Payment of any Calls of Money made upon them by the Joint Committee.

recited Act for raising Money applied to the Railway.

60. If at the Time appointed by the Joint Committee for the Recovery of Payment of any Call either of the Two Companies fail to pay the Calls in Amount of the Call, the Joint Committee may in its own Name sue the Company in default for the Amount thereof, with such Interest as herein-after mentioned, in any Court of competent Jurisdiction, and may recover the same and the Interest thereon from the Day on which the Call was payable.

61. If on or before the Day appointed for Payment of any Call Interest on either of the Two Companies do not pay the Amount thereof to which Calls in they are liable, then the Company in default shall pay for the same, while in arrear, Interest at such Rate not exceeding Five Pounds per Centum per Annum as the Joint Committee appoint; provided that not less than Twenty-eight Days Notice of every Call shall be given by the Joint Committee: - Control of the Cont

be carried to a Joint-Fund Account.

62. All Monies received by the Joint Committee from Tolls, Rent, or other Income, in respect of the Joint Line or otherwise, on the Revenue Account of the Joint Line, shall be carried by them to a common Fund, and the Residue of the said Fund, after defraying the Expenses of the Joint Committee in reference to the Maintenance. Repair, Working, and Management of the Joint Line, shall be divided between the Two Companies in equal Proportions.

As to Expenses of Management.

63. The Expenses necessary for and attending the general Management, Regulation, and Control of the Joint Line shall be defrayed out of the said Fund; and in case there shall be a Deficiency the same shall be provided in equal Proportions by the Two Companies; and the Two Companies respectively shall, from Time to Time, upon Demand thereof by the Joint Committee, pay to the Joint Committee the Amount declared by the said Committee, or by an Arbitrator appointed, as herein-after provided, to be due from such Company in liquidation of Expenses already incurred, and the Amount so due, with Interest thereon at the Rate of Five Pounds per Centum per Annum, may be recovered from the Company liable to the Payment thereof (if unpaid for Fourteen Days after Demand thereof in Writing) by Action of Debt-at the Suit of the Joint Committee; and it shall be sufficient to aver that the Amount claimed has been declared by the Joint Committee or found by Arbitration to be due from the Company sued, and the Production of the Minute Books of the Joint Committee containing such Declaration, or of the Award on any Arbitration, shall be sufficient Evidence of the Averment the Averment.

Actions, &c. by and against the Two Companies and Joint Committee.

64. All Actions, Suits, Indictments, and other Proceedings at Law or in Equity, or otherwise, in relation to the Joint Line, which might be brought and prosecuted by or against the Rhymney Railway Company if that Company were solely authorized to execute the Powers of the Act of 1864, may be brought and prosecuted by or against the Two Companies jointly, or either of them separately. The same of the sa

pany entitled to recover from the other the whole or a fair Proportion of Damages Companies

One Com- 65. If any Action, Suit, Indictment, or other Proceeding at Law or Equity shall be brought or prosecuted against the Two Companies jointly for any Act or Default committed or incurred wholly: or for the greater Part by One of the Two Companies, the other of the Two Companies shall be entitled to recover, in any Court of competent Jurisdiction, from the Company by whom such Act or Default shall have been so committed or incurred, the whole or a fair brought Proportion of any Damages, Penalties, Costs, or other Payments to against the which the Two Companies jointly shall have been adjudged or become liable by reason of any Action, Suit, Indictment, or other Proceeding at Law or in Equity. 66. If

66. If any Action, Suit, Indictment, or other Proceeding at Law One Comor in Equity shall be brought or prosecuted against either of the pany entitled Two Companies separately for any Act or Default committed or in-from the curred wholly or in part by the Two Companies jointly, the Company other fair against which such Action, Suit, Indictment, or other Proceeding Damages at Law or in Equity shall have been brought or prosecuted shall be where Action entitled to recover from the other Company, in any Court of com- is brought against the petent Jurisdiction, a fair Proportion of any Damages, Penalties, Companies Costs, or other Payments to which such first-named Company shall separately. have been adjudged or become liable by reason of any Action, Suit, Indictment, or other Proceeding at Law or in Equity.

67. If any Difference shall arise between the Two Companies as Settlement to the Amount of the Outlay and Expenses incurred by either of of Disputes by Arbitrathem in and about the Execution of the Act of 1864, either up to the tion. Time of or after the passing of this Act, or if there shall arise any Difference of Opinion in the Joint Committee in reference to the Joint Line, or on any Question entertained by them connected therewith, or if any Question shall arise between the Two Companies as to the Duties, Liabilities, or Obligations of either of them under this Act, and for the Settlement of which no Provision has been otherwise made, every such Difference shall from Time to Time, as the same shall arise, be referred to the Determination of an Arbitrator to be nominated by the Two Companies within Eight Days after Notice and Request of either of them in Writing to the other of them, failing which the same shall be referred to the Determination of an Arbitrator to be appointed by the Board of Trade upon the Application of either of the Two Companies; and any Arbitrator so from Time to Time appointed shall have all the Powers and Authorities of a single Arbitrator appointed by Agreement between Companies under the Provisions of the "Railway Companies Arbitration Act, 1859."

68. The Decision of the Arbitrator shall be binding with respect Decisions of to the Matters referred to him, and the Arbitrator for the Time being Arbitrator to shall, on the Request of either of the Two Companies, review any be binding. previous Decision which may have been come to, but so that such Revision shall have a prospective Operation only, and shall not affect any Matter or Thing done or suffered under the Decision so reviewed.

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69. When and so soon as the Railway by this Act authorized, Power to and herein called "the Dowlais Extension Railway," is completed use Portion and opened for public Traffic, and the Railway authorized by the and Merthyr Brecon and Merthyr Railway (Various Powers) Act, 1865, (therein Railway and herein-after called "the Dowlais Junction Railway,") is also Company's [Local.] 19 R

completed taking.

completed and opened for public Traffic, the Company may pass over and use with their Engines and Carriages of every Description, and with their Clerks, Officers, and Servants, the Dowlais Junction Railway, and the Sidings, Water Apparatus, Water Supply, Passing Accommodation, and other proper and sufficient Conveniences on and connected with that Railway; and when and so soon as the Station at Dowlais belonging to the Brecon Company is also completed and opened for public Traffic the Company may work into and use with their Engines and Carriages of every Description, and with their Clerks, Officers, and Servants, the said Station (herein-after called "the Dowlais Junction Station"), and the Sidings, Platforms, Offices, Watering Places, Water Supplies, and other Works, Accommodations, and Conveniences connected therewith.

Terms of User.

70. The Terms, Conditions, and Regulations to which the Company shall be subject in respect of the Use of the Dowlais Junction Railway, and in respect of the Use of the Dowlais Junction Station, and the Tolls, Rents, Terminal Allowances, or other Sums of Money to be paid by them for the same respectively, and all other Questions arising out of the Exercise of the aforesaid Powers, shall, if not agreed upon between the Company and the Brecon Company, be from Time to Time determined by an Arbitrator to be appointed by Agreement, or, in default of such Agreement, by the Board of Trade, at the Instance of either Company: Provided always, that the Payments to be made in respect of the Use of the Dowlais Junction Railway and the Use of the Dowlais Junction Station respectively shall be ascertained and determined separately, the one from the other; and for the Purposes of this present Enactment the Dowlais Junction Railway, shall be deemed to be One Mile in Length, and the Traffic thereon to be chargeable as for One Mile only and the chargeable as for One Mile on On

Tolls on
Traffic conveyed partly
on Brecon
Company's
Railway and
partly on the
Railway of
the Company.

71. During the Use by the Company of the Dowlais Junction Railway, that Railway and the Railway of the Company shall, for the Purpose of determining the Amount of Tolls and Charges to be taken and demanded by the Company in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Four Miles, be considered as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles, Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles, Tolls, and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the one Railway and partly on the other Railway.

72. When

72. When and so soon as the Dowlais Junction Railway and the Power to Dowlais Junction Station, and also the Dowlais Extension Railway, are respectively completed and opened for public Traffic, the Brecon Company may pass over and use with their Engines and Carriages of every Description, and with their Clerks, Officers, and Servants, so much of the Dowlais Extension Railway as lies between its Termination at *Dowlais* and its Junction with the *Rhymney* Railway, and also the Nant-y-bwch Station of the Company, and the Sidings, Platforms, Offices, Station Accommodation, Watering Places, Water Supply, and other proper and sufficient Conveniences connected therewith.

Brecon Company to use Portion of Company's Railway.

73. The Terms, Conditions, and Regulations to which the Brecon Terms of Company shall be subject in respect of the Exercise of the Running User. Powers by this Act conferred upon them, and the Tolls, Rents, Terminal Allowances, or other Sums of Money to be paid by them for the same, and all other Questions arising out of the Exercise of the Powers last aforesaid, shall, if not agreed upon between the Brecon Company and the Company, be from Time to Time determined by an Arbitrator to be appointed by Agreement, or, in default of such Agreement, by the Board of Trade, at the Instance of either Company.

74. During the Exercise by the Brecon Company of the Running Tolls on Powers by this Act conferred upon them, the Portion of the Company's Railway in respect of which those Powers are from Time to Time exercised and the Railway of the Brecon Company shall, for the Purpose of determining the Amount of Tolls and Charges to be taken and demanded by the Brecon Company in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Four Miles, be considered as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles, Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles, Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the one Railway and partly on the other Railway.

Traffic conveyed partly on the Railway of the Company and partly on the Railway of the Brecon Company.

75. The Decision of any Arbitrator to whom, under the Provisions As to Deof this Act, any Question arising between the Company and the cisions of Brecon Company is referred shall be binding and conclusive on both Companies, and the Costs and Expenses of such Arbitration shall be defrayed as the Arbitrator shall direct.

Arbitrator.

Byelaws to be observed by Company and the Brecon Company in exercising Running Powers.

76. The Company and the Brecon Company respectively, in exercising the Running Powers by this Act conferred upon them respectively, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Railway and Portion of Railways over which such Running Powers shall be exercised, so far as such Byelaws shall be applicable to the Company and the Brecon Company respectively.

Confirmation of Agreement in Schedule. 77. The Agreement between the Company and the Brecon and Merthyr Tydfil Junction Railway Company (herein-after called "the Brecon Company") set forth in the Schedule to this Act is by this Act confirmed and made binding on those Companies.

Power for Rhymney Railway Company to work over Parts of Company's Railway.

78. The Rhymney Railway Company, their Officers and Servants, from Time to Time, for the Purposes of that Company's Traffic, may run over, work, and use with their Engines and Carriages the Dowlais Extension Railway by this Act authorized, and any Railway hereafter made in substitution for all or any Part of the same, and also may use the Stations, Booking Offices, Sidings, Water Supply, and other Works and Conveniences connected with that Railway; and the Rhymney Railway Company may demand and take the same Tolls and Charges upon and in respect of that Railway as the Company are authorized to demand and take upon and in respect thereof.

Terms and Conditions of Exercise of the Power.

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79. The Rhymney Railway Company from Time to Time may exercise their Powers of running over, working, and using the Dowleis Extension Railway, for such Payments and on such Terms, pecuniary and otherwise, and Conditions, as the Company and the Rhymney Railway Company from Time to Time agree on, or as failing their Agreement, are from Time to Time determined by a competent and impartial Person, on their or either of their Application, appointed by the Board of Trade to be the single Arbitrator in that Behalf.

For protecting local
Traffic of the
Company.

80. The Rhymney Railway Company, in exercising the Running Powers by this Act conferred upon them, shall not take upoat any Station on the Company's Railway any Passengers, Parcels, Animals, Goods, or Minerals, and deliver the same at another Station on that Railway.

Tolls on
Traffic conveyed partly
on Company's Railway of
the Rhymney
Railway
Company.

81. During the Exercise by the Rhymney Railway Company of the Running Powers by this Act conferred upon them, the Railway or Railways of that Company and the Dowlais Extension Railway shall, for the Purpose of determining the Amount of Tolls and Charges to be taken and demanded by the Rhymney Railway Company in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Four Miles, be considered

as One Railway; and in respect of such Traffic, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles, Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles, Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the one Railway and partly on the other Railway.

The state of the s 82. The Rhymney Railway Company, in exercising the Running Byelaws to Powers by this Act conferred upon them, shall at all Times observe the Regulations and Byelaws for the Time being in force on the Rhymney Dowlais Extension Railway, so far as those Byelaws are applicable to that Company; and in the event of Difference between the Company and the Rhymney Railway Company as to the Reasonableness of any such Regulation or Byelaw, such Difference shall from Time to Time be determined by an Arbitrator to be appointed by the Board of Trade on the Application of either Company.

be observed by the Railway Company.

83. Sections 7, 9, 10, and 11 of "The Merthyr, Tredegar, and Extending Abergavenny Railway Leasing Act, 1862," are hereby extended to certain Prothe Dowlais Extension Railway, and to the Railways thirdly and fourthly by this Act authorized, and to the Railway by this Act referred to as the Joint Line, and the Provisions of the said Sections shall apply to the said Railways and to the said Joint Line as fully Leasing Act, and effectually as if those Sections had been specially re-enacted in Lines to this Act with reference thereto; and for the Purposes of giving Effect Dowlais. to those Provisions the Merthyr, Tredegar, and Abergavenny Railway shall be considered as including the said Joint Line and the Dowlais Extension Railway, and the said Railways thirdly and fourthly by this Act authorized, a constant of the second of the secon

visions of Merthyr, Tredegar, and Abergavenny 1862, to the

84. The Company shall not, out of any Money by this Act Interest not authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

to be paid on Calls paid

85. The Company shall not, out of any Money by this Act Deposits for authorized to be raised, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application [Local.]

future Bills not to be paid out of Capital.

to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

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

86. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made from the Provisions of any General Act relating to Railways, or 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 or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

Expenses of Act.

87. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

Heads of an Arrangement between the London and North-western Railway Company, in these Heads called. "the North-western Company," and Brecon and Merthyr Tydfil Junction Railway Company, in these Heads called "the Brecon Company."

All Opposition to the Bills of the respective Companies to be withdrawn.

The North-western Company to form a Junction with the Railway of the Brecon Company at or near Dowlais Top Station, to the Satisfaction of the Brecon Company's Engineer, such Junction to be opened not later than any Portion of the rest of the North-western Company's intended Railway, described in the London and North-western Railway New Lines Bill as the Dowlais Extension Railway.

Brecon Company to have Running Powers over the said Dowlais Extension Railway from Dowlais to the Rhymney Railway, and into Nant-y-bwch Station, on Arbitration Terms.

North-western Company to be bound not to oppose the making, by the Brecon Company, of a Junction Line pointing South from the said Dowlais Extension Railway to the Rhymney Railway.

Brecon Company to abandon and withdraw their West Fork Railway and Deviation, and the Rumney New Junction, upon the London and Northwestern giving Notice, within Two Years, that they intend to proceed with their Dowlais Extension Railway. Brecon Company to give the London and North-western Company Running Powers over their Dowlais Junction, the same being considered as One Mile, and also Power to use their Dowlais Station and Sidings, on Payment of such Rent or Terminal Allowance as shall be fixed by an Arbitrator in the usual Way.

The North-western Company not to construct any new Line of Railway to take away the One Mile of Toll for Dowlais Traffic, and shall not construct any new Station at Dowlais except in conjunction with the Brecon Company, but the present Station may be enlarged.

No Land to be taken by the North-western Company at Dowlais which has been included in the Brecon Company's Land Plans, and contracted to be purchased by that Company, except what is necessary for Junctions into Sidings; but Easements to be acquired only as regards Junctions.

Clauses

30° & 31° VICTORIÆ, Cap. cxiii.

The London and North-western Railway (New Lines) Act, 1867.

Clauses to be inserted in the London and North-western Railway New Lines Bill, now pending, to give the mutual Running Powers referred to in these Heads.

Dated 13th March 1867.

JAMES BLENKINSOP,
On behalf of the London and North-western
Railway Company.

J. R. Cobb,
On behalf of the Brecon and Merthyr Tydfil
Junction Railway Company.

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Printed by George Edward Eyre and William Sportiswoode, Printers to the Queen's most Excellent Majesty. 1867.

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