



ANNO TRICESIMO & TRICESIMO PRIMO

# VICTORIÆ REGINÆ.

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## *Cap.clxxi.*

An Act for authorizing the *Rhymney* Railway Company to make additional Railways, and to use Parts of the *Great Western* Railway, and to raise additional Monies ; and for other Purposes ; and of which the Short Title is “ *Rhymney Railway Act, 1867.*” [12th *August* 1867.]

**W**HEREAS the *Rhymney* Railway Company (in this Act called “the Company”) are desirous and it is expedient that the Low Level Line of their *Bute Dock Branch* Railway (being the Railway No. 1. in this Act described) be adapted, maintained, and used for the Conveyance of Passengers as well as of Goods, and they be authorized to make and maintain the other Railway and the Tramway by this Act authorized : And whereas it is expedient that the Periods for the compulsory Purchase of Lands and the Completion of Works by “The *Rhymney* Railway (*Cardiff and Caerphilly*) Act, 1864,” and “The *Rhymney* Railway (Northern Lines) Act, 1864,” respectively limited, be extended : And whereas it is expedient that the Company be authorized to work over and use the Portions in that Behalf in this Act described of the *Great Western* Railway, and the Stations, Works, and Conveniences connected there-

27 & 28 Vict.  
cc. cclxiv.  
and cclxxv.

[*Local.*]

31 C

with :

*Rhymney Railway Act, 1867.*

with: And whereas it is expedient that the Company be authorized to raise further Monies: And whereas it is expedient that other Provisions with respect to the Company be made: And whereas Plans and Sections showing the Lines and Levels of the Company's Low Level Line, and the Railway and Tramway by this Act authorized, and the Plans showing also the Lands to be taken for the Purposes of this Act, with Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the Clerk of the Peace for the County of *Glamorgan*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained 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:

Short Title.

1. This Act may for all Purposes be cited as "*Rhymney Railway Act, 1867.*"

8 & 9 Vict.  
cc. 16. 18.  
and 20.

23 & 24 Vict.  
c. 106. and  
26 & 27 Vict.  
cc. 92. & 118.  
incorporated.

2. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters, (that is to say,)

- (a) The Distribution of the Capital of the Company into Shares;
- (b) The Transfer or Transmission of Shares;
- (c) The Payment of Subscriptions and the Means of enforcing the Payment of Calls;
- (d) The Forfeiture of Shares for Nonpayment of Calls;
- (e) The Remedies of Creditors of the Company against the Shareholders;
- (f) The borrowing of Money by the Company on Mortgage;
- (g) The Conversion of the borrowed Money into Capital;
- (h) The Consolidation of the Shares into Stock; and
- (i) For affording Access to the Special Act;

and Part I. (relating to Cancellation and Surrender of Shares), and Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to Construction of a Railway), and Part II. (relating to Extension of Time), and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and are Part of this Act.

3. The

*Rhymney Railway Act, 1867.*

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; and the Expressions "Superior Courts" or "Court of competent Jurisdiction," or any other like Expressions in this Act or in any Act in whole or in part incorporated with this Act, shall for the Purposes of this Act 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; and the Expression "the Company" means the *Rhymney Railway Company*.

Same Meanings to Words in incorporated Acts as in this Act.  
Interpretation of Terms.

4. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use for the Purposes of the Railways and Works by this Act authorized such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as are requisite for those Purposes.

Power to take Lands.

5. Subject to the Provisions of this Act, the Company may adapt, maintain, and use the Railway described in this Section, being their Low Level Line, and the Sidings, Stations, Works, and Conveniences connected therewith, for the Conveyance of Passengers as well as of Goods, and may make and maintain additional Sidings, Stations, Works, and Conveniences in connexion therewith, and from and after the passing of this Act that Railway shall be subject to the Provisions of "The Railways Clauses Consolidation Act, 1845," and the Parts incorporated with this Act of "The Railways Clauses Act, 1863," as if it were a Railway constructed under the Authority of a Special Act with which "The Railways Clauses Consolidation Act, 1845," was incorporated; and the Railway described in this Section is—

Power to adapt Low Level Line at Bute Docks for Passenger Traffic.

Railway No. 1. A Railway being Six Furlongs or thereabouts in Length, wholly in the Parish of *Saint Mary, Cardiff*, in the County of *Glamorgan*, commencing by a Junction with the Company's *Bute Dock Branch Railway*, and terminating by a Junction with the *Bute Tidal Harbour Railway* of the Trustees of the Marquess of *Bute*.

6. Subject to the Provisions of this Act, the Company from Time to Time may make and maintain on the Lands and in the Lines shown on the deposited Plans, and in accordance with the Levels shown on the deposited Sections, the Railway and Tramway described in this Section, with all proper Sidings, Stations, Approaches, Works, and Conveniences connected therewith, and that Railway and Tramway are—

Power to make Railways according to deposited Plans.

Railway No. 2. A Railway One Mile and Four Furlongs or thereabouts in Length, commencing in the Parish of *Llanfabon* by a Junction

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Junction with the Main Line of the Company's Railway, and terminating in that Parish by a Junction with the *Taff Vale* Extension Line of the *Great Western* Railway Company's *Newport, Abergavenny, and Hereford* Railway, and which Railway No. 2. will be wholly in the Parishes of *Llanfabon* and *Gelligaer* in the County of *Glamorgan*:

A Tramway One Furlong or thereabouts in Length, commencing in the Parish of *Llanfabon* alongside and to the Northward of the Railway No. 2., and terminating in the Parish of *Gelligaer*, at or near to the Pit's Mouth of the *Penalltau* Colliery, and which Tramway will be wholly in the Parishes of *Llanfabon* and *Gelligaer*, or one of them.

Power to  
Company to  
raise addi-  
tional  
Capital.

7. The Company from Time to Time, in addition to the Capital which they are now authorized to raise, may raise, by the Creation and Issue of new Shares or new Stock, whether preferential or ordinary, or both, any further Sums not exceeding in the whole One hundred thousand Pounds.

Rate of  
Dividend on  
preferential  
Capital.

8. The Rate of Dividend which the Company may attach to any Shares or Stock from Time to Time issued by them under "The *Rhymney Railway (Cardiff and Caerphilly)* Act, 1864," and "The *Rhymney Railway (Northern Lines)* Act, 1864," and "The *Rhymney Railway (New Lines)* Act, 1866," and this Act respectively, may be any Rate which the Company from Time to Time think fit, not exceeding the Rate of Six Pounds *per Centum per Annum*.

Shares not to  
issue until  
One Fifth  
paid up.

9. The Company shall not issue or enter on any Register as held by any Person any Share created under this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of the Share be paid in respect thereof.

Calls.

10. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between the Times for Payment of successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls payable in any Year upon any Share.

Power to  
divide  
Shares.

11. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present in person or by proxy at a General Meeting of the Company specially convened for the Purpose, from Time to Time may divide any Share of their Capital into Half Shares, of which One shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share:" Provided that the Company shall not under the Authority of this Act

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Act divide any Share unless and until not less than Sixty *per Centum* upon the Share is paid up, and upon every such Division Fifty *per Centum* upon the entire Share shall be carried to the Credit of the Deferred Half Share (being the whole Amount payable thereon), and the Residue to the Credit of the Preferred Half Share.

12. The Dividend which from Time to Time would be payable on any divided Share if the same continued an entire Share shall be applied in Payment of Dividends on the Two Half Shares in manner following; (that is to say,) first in Payment of Dividend after such Rate, not exceeding Six Pounds *per Centum per Annum*, as is determined at a General Meeting of the Company specially convened for the Purpose, on the Amount from Time to Time paid up on the Preferred Half Share, and the Remainder, if any, in Payment of Dividend on the Deferred Half Share, and the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would from Time to Time be payable on the entire Share if it were not divided.

Dividend on  
Half Shares.

13. Each Preferred Half Share shall be entitled out of the Profits of every Year to the Dividend so attached to it by the Company, in priority to the Deferred Half Share bearing the same Number; but if in any Year ending with the Thirty-first Day of *December* there are not Profits available for the Payment of the full Amount of Dividend for that Year on any Preferred Half Share, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Dividend on  
Preferred  
Half Shares  
to be paid out  
of Profits of  
the Year  
only.

14. Forthwith after the Creation of any Half Shares the same shall be registered by the Company, and every Half Share shall bear the same Number as the Number of the Certificate of the entire Share in respect of which it was issued, and the Company shall issue Certificates of the Half Shares accordingly, and shall make in the Register of the entire Shares an Entry of the Conversion thereof: Provided that the Company shall not be bound to issue a Certificate of any Half Share until the Certificate of the existing Share be delivered to them to be cancelled, unless it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any Certificate being so delivered up the Company shall cancel it.

Half Share  
to be regis-  
tered, and  
Certificates  
issued.

15. The Terms and Conditions on which any Preferred Half Share or Deferred Half Share created under this Act is issued shall be stated on the Certificate of each such Half Share.

Terms of  
Issue to be  
stated in  
Certificate.

16. The Provisions of "The Companies Clauses Act, 1845," with respect to the Forfeiture of Shares for Nonpayment of Calls, shall

Forfeiture of  
Preferred  
Half Shares.

[*Local.*]

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shall

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shall apply to all Preferred Half Shares created under this Act, and every Preferred Half Share shall for that Purpose be considered a whole Share, distinct from the corresponding Deferred Half Share: Provided that until any forfeited Preferred Half Share be sold by the Company all Dividends which would be payable thereon if the same were not forfeited shall be applied in or towards Payment of any Expenses attending the Declaration of Forfeiture thereof, and of the Arrears of Calls from Time to Time due thereon, with Interest.

Preferred  
Half Shares  
not to be can-  
celled or sur-  
rendered.

17. No Preferred Half Share created under this Act shall be cancelled or be surrendered to the Company.

Half Shares  
to be Half  
Shares of  
Capital.

18. The several Half Shares under this Act shall be Half Shares of the Capital of the Company, and every Two Preferred or Deferred Half Shares held by the same Person shall confer such Right of voting at Meetings of the Company, and (subject to the Provisions of this Act) shall confer and have all such other Rights, Qualifications, Privileges, Liabilities, and Incidents, as attach and are incident to an entire Share.

Power to  
borrow on  
Mortgage.

19. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Thirty-three thousand three hundred Pounds, but no Part thereof shall be borrowed until the whole additional Capital of One hundred thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under Section Forty of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of that Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of every separate Share in that Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that the Capital was issued in good Faith, and is held by the Subscribers or their Assigns, and that the Subscribers or their Assigns are legally liable for so much thereof as is not paid up; and upon Production to the Justice of the Books of the Company, and of such other Evidence as he thinks sufficient, he shall grant a Certificate that the Proof has been given, which Certificate shall be sufficient Evidence thereof.

Priority of  
existing  
Mortgages.

20. The Mortgages which under any Act of Parliament were made by the Company before the passing of this Act, and are now in force, shall while in force have Priority over all Mortgages made by the Company under this Act, and among themselves shall have the like Priorities and Preferences as they would have if this Act were not passed: Provided that this Act shall not confer on any Mortgage

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Mortgage any Priority or Preference or any other Operation to which it would not be entitled if this Act were not passed.

**21.** All Powers for Appointment of a Receiver under any Act prior to this Act relating to the Company are hereby repealed, without Prejudice to any Appointment heretofore made or Proceedings now pending. Repeal of Powers for Receiver.

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

**23.** All Monies which the Company raise under this Act by Shares or Stock, or by borrowing on Mortgage, shall be applied in the first instance for Purposes of this Act, and subject thereto for Purposes of the Company's Undertaking; and the Company may apply for Purposes of this Act any Monies from Time to Time raised by them under any other Act, and not thereby made applicable for any specified Purpose, or, if so made applicable, not required for that Purpose. Application of Monies.

**24.** The Powers of the Company under this Act for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years after the passing of this Act. Powers for compulsory Purchases limited.

**25.** The Quantity of Land to be under this Act taken by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Two Acres. Lands for extraordinary Purposes.

**26.** In the Execution of the Works by this Act authorized the Company may deviate laterally from the Lines thereof shown on the deposited Plans to any Extent within the Limits of Deviation shown on those Plans, and vertically from the Levels thereof shown on the deposited Sections to any Extent not exceeding in any One Place Five Feet. Lateral and vertical Deviations.

**27.** The Railways by this Act authorized to be made shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making those Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed. Period for Completion of Railways authorized by Act.

**28.** The

*Rhymney Railway Act, 1867.*

Extended  
Periods for  
Completion  
of other  
Railways.

28. The several Periods by the Acts following, respectively limited for the compulsory Purchase of Lands for and for the Completion of the Works thereby respectively authorized are by this Act extended as follows, and the respective Works shall be completed within the respective Periods following, and on the Expiration of the respective Period the Powers by the respective Act granted to the Company for executing the respective Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; that is to say,

(a.) The compulsory Purchase of Lands by "The *Rhymney Railway (Northern Lines)* Act, 1864," and by "The *Rhymney Railway (Cardiff and Caerphilly)* Act, 1864," authorized, Three Years after the passing of this Act:

(b.) The Works by "The *Rhymney Railway (Cardiff and Caerphilly)* Act, 1864," and by "The *Rhymney Railway (Northern Lines)* Act, 1864," authorized, Four Years after the passing of this Act.

Penalty for  
Non-comple-  
tion of Rail-  
ways by Time  
limited.

29. If any Railway to be made under the Provisions of this Act, or the Railways authorized by "The *Rhymney Railway (Cardiff and Caerphilly)* Act, 1864," and "The *Rhymney Railway (Northern Lines)* Act, 1864," the Time for completing which is by this Act extended, be not completed within the respective Periods limited by this Act, the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Expiration of the respective Period until the respective Railway be completed and opened for public Traffic, but no Penalty shall accrue in respect of any Time during which it appears by a Certificate obtained from the Board of Trade that the Company were prevented from completing or opening the Railways by unforeseen Accident or Circumstances beyond their Control.

Not to take  
Lands or in-  
terfere with  
Railway of  
Great  
Western  
Railway  
Company,  
except for  
Purpose of  
a Junction.

30. Notwithstanding anything herein or in the incorporated Acts contained, it shall not be lawful for the Company, nor any Person acting under or in execution of this Act, to enter upon, occupy, or use, either permanently or temporarily, any of the Lands, Works, or Property of the *Great Western Railway Company*, or in any Manner to alter, vary, or interfere with their Railway or Works, without the Consent of that Company under their Common Seal, save only for the Purpose of effecting the Junction and Communication by this Act authorized.

Power for  
Company to  
work over  
Part of Great  
Western  
Railway.

31. The Company, their Officers and Servants, may from Time to Time, for the Purposes of the Company's Traffic, run over, work, and use, with the Company's Engines and Carriages, so much of the *Great Western Railway Company's* Railway as is situate between the

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the *Hengoed* Junction of the Company's Railway with the *Great Western* Railway and the Junction of the proposed *Taff Bargoed* Branch Railway with the *Great Western* Railway, and also may use the Stations, Booking Offices, Sidings, Water Supply, and other Works and Conveniences of that Company.

32. The Company from Time to Time may run over, work, and use, with their Engines and Carriages, for the Purposes of all Traffic to and from any Part of their Railway, but not for Local Traffic, so much of the Railway of the *Great Western* Railway Company as is situate between the Junction of the proposed *Taff Bargoed* Railway with the Railway of the *Great Western* Railway Company and the *Pond Road* Junction near to the *Hirwain* Works, and also may use the Stations, Booking Offices, Sidings, Water Supply, and other Works and Conveniences of that Company on the said Portion of Railway; but the Powers given by this Section shall not be exercised until the authorized *Cardiff and Caerphilly* Railway has been opened for public Traffic, nor on any Part of the *Great Western* Railway West of *Quaker's Yard* Tunnel, over which the said Powers are given, where there is now a Single Line of Rails, until an additional Line of Rails shall have been laid down; and the *Great Western* Railway Company are hereby required, in exercise of their Powers, to construct upon the said Portion of their Railway over which the Powers aforesaid are hereby given West of *Quaker's Yard* Tunnel an additional Line of Rails within Two Years after Notice in Writing has been served on them by the Company requiring them so to do, and on receiving from the Company an Undertaking that they shall bear and pay all the Costs, Charges, and Expenses of and incident to the Construction of such additional Line of Rails; and the Company shall from Time to Time pay to the *Great Western* Railway Company, on the Certificate of their Engineer, as the Works progress, the Costs, Charges, and Expenses of laying down the said additional Line of Rails. The Term Local Traffic used in this Section means Traffic arising at any Point on the *Great Western* Railway and destined for any other Point thereon.

Power for  
Company to  
work over  
Parts of  
Great  
Western  
Railway.

33. The Company shall be entitled to retain the Tolls arising upon all Traffic carried by them over the *Great Western* Railway, in discharge or repayment of the Sum so paid, until the Tolls so retained shall be equal in Amount to the Sum so paid as aforesaid, with Interest at the Rate of Five *per Centum per Annum* upon the same, or the Amount from Time to Time remaining undischarged.

Repayment  
of such  
Amount out  
of Tolls.

34. From and after the opening of the *Cardiff and Caerphilly* Railway, the Powers of the Company to run over and use the *Taff* [Local.] 31 E *Vale*

After open-  
ing of Car-  
diff, &c. Rail-  
way, Power

*Rhymney Railway Act, 1867.*

to use Por-  
tion of Taff  
Vale Rail-  
way to cease.

Terms and  
Conditions of  
Exercise of  
the Power.

*Vale* Railway between the *Penarth* Junction and the *Bute* Dock Branch of the *Rhymney* Railway shall cease.

**35.** The Company from Time to Time may exercise their Powers of running over, working, and using those Portions of the *Great Western* Company's Railways for such Payments, and on such Terms, pecuniary and otherwise, and Conditions, as those Two Companies 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: Provided that this Act does not confer on those Two Companies any Power to enter into any Traffic Arrangement.

Tolls to be  
taken by  
Company on  
Railways  
under Act.

**36.** Subject to the Provisions of the several Acts relating to the Company, and applicable in that Behalf, including "The *Bute* Docks Act of 1866," the Company from Time to Time, in respect of their Low Level Line and the other Railways by this Act authorized, may demand and take for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggon, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed thereon, a like Amount of Tolls, Fares, Rates, and Charges as by those Acts respectively the Company are authorized to demand and take for like Traffic Services and Matters on or with respect to the Company's Main Line of Railway, and with and subject to like Powers and Provisions.

Sections 47.  
& 48. of  
29 & 30 Vict.  
c. cxxvi. to  
include cer-  
tain Portion  
of *Rhymney*  
Railway.

**37.** Sections Forty-seven and Forty-eight of "The *Bute* Docks Act, 1866," shall be held to include that Portion of the *Rhymney* Railway which lies between the *Crockherbtown* Junction of the *Taff Vale* Railway with the *Rhymney* Railway and the *Rhymney* Low Level Line.

Limitation  
of maximum  
Charges.

**38.** Provided, That the maximum Charges made by the Company with respect to the Tolls, Fares, Rates, and Charges for the User of or Conveyance on the Railways by this Act authorized, and for Carriages, Waggon, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of Traffic on the same respectively, shall not in any Case to which the Limitation of maximum Charges is applicable exceed the Sums in that Behalf limited by the Acts from Time to Time in force with respect to the Company's Main Line of Railway, and applicable in that Behalf.

Tolls on Rail-  
ways run  
over under

**39.** With respect to the several Railways and Portions of Railways of the *Great Western* Railway Company over which the Com-  
pany

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pany under this Act from Time to Time run, they from Time to Time may demand and take for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggon, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to those Railways and Portions of Railways respectively are authorized to be demanded and taken for like Traffic Services and Matters thereon respectively, and in like Manner and with and subject to like Powers and Provisions, and, where applicable, like Limitation of maximum Charges in all respects.

Act by  
Company.

40. The *Great Western* Railway Company from Time to Time for the Purposes of their Traffic, but not of Local Traffic, may run over, work, and use, with their Engines and Carriages, so much of the Company's Railway as is situate between the *Hengoed* Junction or the Junction of Railway No. 2. respectively with the *Great Western* Railway Company's Railway and *Cardiff*, or any Part or Parts thereof, and they may also use the Stations, Booking Offices, Sidings, Water Supply, and other Works and Conveniences of the Company on the said Portion of Railway, or any or either of them. The Term Local Traffic used in this Section means Traffic arising at any Point on the *Rhymney* Railway, and destined for any other Point thereon.

Power for  
Great West-  
ern Railway  
Company to  
work over  
Parts of  
Rhymney  
Railway.

41. The *Great Western* Railway Company from Time to Time may exercise their Powers of running over, working, and using the said Portion or Portions of the Company's Railway for such Payments, and on such Terms, pecuniary and otherwise, and Conditions, as those Two Companies 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.

Terms and  
Conditions  
of Exercise  
of the Power.

42. With respect to the Portion of Railway of the Company over which the *Great Western* Railway Company under this Act from Time to Time run, they from Time to Time may demand and take for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggon, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the Act or Acts relating to that Portion of Railway are authorized to be demanded and taken for like Traffic Services and Matters

Tollson Rail-  
ways run  
over under  
Act by  
Great West-  
ern Railway  
Company.

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Matters thereon respectively, and in like Manner, and with and subject to like Powers and Provisions, and, where applicable, like Limitation of maximum Charges in all respects.

Tolls on Traffic conveyed partly on the Railway and partly on the Railways of the Great Western Railway Company.

43. Where the Company, under the Provisions of this Act, work over any Part of the Railways of the *Great Western Railway Company*, or where the *Great Western Railway Company* work over any Part of the Railways of the Company, the Railways of the Company and the Railways of the *Great Western Railway Company* so worked over by the Company shall, for the Purposes of Tolls and Charges, be considered as One Railway, and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Company's Railway and partly on any Railway of the *Great Western Railway Company* for a Distance less than Four Miles 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 Company's Railway and partly on any Railway of the *Great Western Railway Company*.

Saving Rights of Company and Great Western Railway Company and Bute Trustees.

44. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the Company, or of the *Great Western Railway Company*, or of the Trustees of the Marquess of *Bute*; and nothing in this Act shall extend to alter, prejudice, or affect any of the Provisions of the Heads of Arrangement between the *Great Western Railway Company*, the *Rhymney Railway Company*, and the Trustees of the Marquess of *Bute*, dated the Tenth Day of *July* One thousand eight hundred and sixty-six.

Heads of Agreement between Companies herein named in Schedule to Act confirmed.

45. The Heads of Agreement between the Company and the *Great Western Railway Company*, and between the Company and the *Brecon and Merthyr Tydfil Junction Railway Company*, which are respectively set forth in the Schedule to this Act annexed, are by this Act confirmed and made binding on the Two Companies, Parties thereto respectively, and may and shall be carried into full Effect.

Saving Rights of Dowlais Iron Company,

46. Anything in the Heads of Agreement between the Company and the *Great Western Railway Company* set forth in the Schedule to this Act, and (except as is by this Act expressly provided) this Act,

*Rhymney Railway Act, 1867.*

Act, or anything therein contained, shall not take away, lessen, alter, or prejudice any of the Estates, Interests, Rights, Powers, or Authorities of the *Dowlais* Iron Company.

47. The Company shall not, out of any Money by this Act or any Act relating to the Company authorized to be raised by them by Shares 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 that this Act shall not prevent the Company from paying to any Shareholder such Interest on any Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845."

Interest not to be paid out of Capital.

48. The Company shall not, out of any Money by this Act or any Act relating to the Company authorized to be raised by them by Calls or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter in force, is required to be deposited in respect of any Application to Parliament for an Act authorizing the Company to make any other Railway, or execute any other Work or Undertaking.

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

49. Nothing in this Act shall exempt the Company from the Provisions of any present or future General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by any of the Acts relating to the Company limited, or the Rates for small Parcels thereby authorized.

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

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

Expenses of Act.

SCHEDULE.

HEADS of AGREEMENT between the Rhymney Railway Company, herein-after called the Rhymney Company, and the Great Western Railway Company, herein-after called the Great Western Company.

Whereas there is now pending in Parliament a Bill promoted by the Rhymney Company for their intended Rhymney Railway Act, 1867, whereby the Rhymney Company seek for Authority to make and maintain divers Railways, Three of them being Railways intended to form a Communication with the Dowlais Ironworks and the Town of Dowlais, and distinguished as Railways No. 3., No. 4., and No. 5.:

And whereas there is now pending in Parliament a Bill promoted by the Great Western Company for their intended Great Western Railway (Various Powers) Act, 1867, whereby the Great Western Company seek for Authority to make and maintain divers Railways, Three of them being Railways intended to form a Communication with the Dowlais Ironworks, and distinguished as Railways No. 1., No. 2., and No. 3.:

And whereas the Bill promoted by the one Company is opposed by the other Company, and the Two Companies have determined to arrange the Matters in difference between them as follows:

Therefore it is hereby mutually agreed by and between the Rhymney Company and the Great Western Company as follows:

1. These Heads shall be subject to the Sanction of Parliament, and, if Parliament so think fit, shall be set forth in a Schedule to and shall be confirmed by the intended Great Western Railway (Various Powers) Act, 1867, and by the intended Rhymney Railway Act, 1867, respectively.

2. The Great Western Company's proposed Railways, distinguished in their pending Bill as Railways No. 1., No. 2., and No. 3. (and herein-after called the Joint Lines), if authorized by Parliament, shall be made and maintained at the joint and equal Expense of the Rhymney Company and the Great Western Company.

3. The Rhymney Company shall have full Power for all Traffic whatsoever, and with their Engines and Carriages, Officers and Servants, to run over, work, and use that Portion of the Great Western Company's Taff Vale Extension Line which lies between the proposed Junction therewith of the Great Western Company's proposed Railway No. 1. and the Hengoed Junction therewith of the Rhymney Company's Main Line, and to use the Sidings, Stations, Booking Offices, Water Supply, and other Works and Conveniences of the Great Western Company on and in connexion with that Portion of their Taff Vale Extension Line.

4. The Rhymney Company and the Great Western Company will appoint a Joint Committee for the Construction, Management, and Regulation of the Joint

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*Rhymney Railway Act, 1867.*

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Joint Lines, and the carrying into effect of this Agreement with respect to the Joint Lines.

5. The Joint Committee shall be appointed and shall act in accordance with and subject to the several Regulations set forth in Clause 71 of the Great Western Company's pending Bill as introduced into Parliament, and the Terms and Conditions of these Heads.

6. The Joint Committee shall from Time to Time make Calls on the Rhymney Company and the Great Western Company respectively for the Monies requisite for the acquiring of Lands for the Purposes of and the making of the Joint Lines, and the Two Companies respectively will pay accordingly the Monies so called for: Provided that every Call shall be of the like Amount from each of the Two Companies, and every Call on the Two Companies shall be payable at the same Time.

7. If and whenever any such Call is in whole or in part in arrear, the Amount in arrear shall bear such Rate of Interest as the Joint Committee prescribe, and the Company in default will pay the Interest accordingly.

8. All Agreements entered into by the Great Western Company before the passing of their pending Bill with the Dowlais Iron Company and the Marquis of Bute's Trustees respectively with respect to the Acquisition of Lands for the Purposes of the Joint Lines or any Part thereof, and the making and maintaining of Works connected therewith, and the Protection of the Dowlais Iron Company's Works and Property, shall be binding on the Rhymney Company and the Great Western Company, and shall be observed by the Joint Committee.

9. The Local Traffic on the Joint Lines shall be worked by whichever of the Rhymney Company and the Great Western Company the Joint Committee from Time to Time determine, and that Traffic shall be under the Control and Regulation of the Joint Committee, and the Tolls, Fares, Rates, and Charges for the same shall from Time to Time be fixed by the Joint Committee.

10. Provided that if the Great Western Company, before the passing of their pending Bill, enter into any Agreement with the Dowlais Iron Company with respect to Traffic of the Dowlais Iron Company on the Joint Lines or any Part thereof, the Agreement shall be binding on the Rhymney Company and the Great Western Company, and shall be observed by the Joint Committee.

11. The Joint Committee shall from Time to Time fix the Tolls and Charges to be paid by the Rhymney Company and the Great Western Company respectively for their respective User of the Joint Lines, and the Sidings, Stations, Works, and Conveniences connected therewith,

12. All Tolls and Charges for the User of the Joint Lines, and the Sidings, Stations, Works, and Conveniences connected therewith, or any Parts thereof, from Time to Time payable by the Rhymney Company and the Great Western Company, and the Taff Vale Railway Company and the Brecon and Merthyr Tydfil Junction Railway Company respectively, and any or every other Company and Person from Time to Time using the same, shall be taken and received by the Joint Committee, and the Surplus thereof, after deducting thereout the Expenses payable by the Joint Committee, shall be paid by the Joint Committee to the Rhymney Company and the Great Western Company in equal Shares; but as regards Receipts for Local Traffic carried in accordance with Head 9 by either the Rhymney Company and the Great Western Company, there shall, before the Division thereof between those Two Companies, be made to the Company carrying the Traffic such Allowance for Working Expenses as the Joint Committee from Time to Time determine.

13. The

*Rhymney Railway Act, 1867.*

13. The Rhymney Company and the Great Western Company respectively shall have full Power to work their own Traffic, not being Local Traffic, over the Joint Lines, on Payment to the Joint Committee of such Tolls and Charges for the User of the Joint Lines, and the Sidings, Stations, Works, and Conveniences connected therewith, as the Rhymney Company and the Great Western Company from Time to Time agree on, or as, their Agreement failing, are from Time to Time determined by Arbitration under Head 15.

14. The Tolls and Charges to be from Time to Time paid by the Rhymney Company to the Great Western Company for the User by the Rhymney Company of the Portion of Railway, Works, and Conveniences specified in Head 3, and the Terms, Conditions, and Regulations of the User, may from Time to Time be agreed on between those Two Companies, or, their Agreement failing, shall be determined by Arbitration under Head 15.

15. All Differences arising between the Rhymney Company and the Great Western Company in any way relating to these Heads or any of the Subject Matters thereof, and not being a Difference which, in accordance with these Heads, is to be determined by the Joint Committee, shall be determined by Arbitration under "The Railway Companies Arbitration Act, 1859."

16. A formal Agreement for carrying these Heads into full Effect, with all such Details and incidental Provisions as he thinks expedient, shall, at the Request of the Rhymney Company and the Great Western Company, or either of them, be settled between them by John Bullar, Esquire, Barrister-at-Law, and shall be executed by and binding on those Companies respectively.

Dated, this Twenty-ninth Day of March in the Year of our Lord One thousand eight hundred and sixty-seven.

The Common  
Seal of the  
Rhymney Railway  
Company.

The Common  
Seal of the Great  
Western Railway  
Company.

*Rhymney Railway Act, 1867.*

## HEADS OF AGREEMENT between the Rhymney Railway Company and the Brecon and Merthyr Tydfil Junction Railway Company.

Whereas by "The Brecon and Merthyr Tydfil Junction Railway (New Lines) Act, 1864," the Brecon Company are authorized to make and maintain a Railway therein, distinguished as Railway No. 3. (herein-after called the Brecon Company's authorized Line), and a Junction thereof at or near to Penattan Colliery with the Taff Vale Extension Line of the Great Western Railway:

And whereas the Limits of Deviation of the Railway distinguished in the Bill now pending in Parliament for "The Rhymney Railway Act, 1867," as No. 2. (herein-after called the Rhymney Company's intended Line), as those Limits are shown on the Plans deposited for the Purposes of that Bill, comprise the Western Portion of the Brecon Company's authorized Line:

And whereas it would be to the Convenience of the Great Western Company and the Rhymney Company respectively if the Brecon Company's authorized Line, instead of having a Junction, as authorized, with the Taff Vale Extension Line, had a Junction with the Rhymney Company's intended Line near to the Junction thereof with that Extension Line, and the Brecon Company have agreed thereto on the Terms herein-after contained:

Therefore it is hereby mutually agreed by and between the Rhymney Company and the Brecon Company as follows:

1. These Heads are subject to the Sanction of Parliament being obtained in the present Session for the Construction of the Rhymney Company's intended Line, and, if Parliament so think fit, shall be set forth in a Schedule to and shall be confirmed by the intended Rhymney Railway Act, 1867.

2. The Rhymney Company, if authorized to make their intended Line, will make it so as to leave between it and the Taff Vale Extension Line a Space sufficient for the making, maintaining, working, and using therein of so much as the Brecon Company, in accordance with these Heads, require to make of their authorized Line.

3. If the Rhymney Company and the Brecon Company fail to agree as to the Plan on which the Rhymney Company's intended Line shall be so made, then the Plan for the Purpose shall be determined by Mr. Thomas Elliott Harrison of Westminster Chambers, Westminster, Civil Engineer, as the single Arbitrator between the Two Companies, or, him failing, an Arbitrator to be appointed by the Board of Trade on the Application of either Company.

4. The Brecon Company will abandon the making of the authorized Junction of their authorized Line with the Taff Vale Extension Line.

5. The Brecon Company may and will make a Junction of their authorized Line with the Rhymney Company's intended Line at a Point as near as conveniently can be to the intended Junction of that intended Line with the Taff Vale Extension Line, and within the Limits of Deviation shown on the Plans deposited for the Purposes of "The Brecon and Merthyr Tydfil Junction Railway (New Lines) Act, 1864."

6. If the Rhymney Company and the Brecon Company fail to agree as to the Point at which that Junction is to be made, or as to any of the Works for the Purposes of that Junction, the Matters as to which they so fail to agree shall be determined by Mr. Thomas Elliott Harrison as the single Arbitrator between them, or, him failing, an Arbitrator to be appointed by the Board of Trade on the Application of either Company.

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*Rhymney Railway Act, 1867.*

7. So much of the Rhymney Company's intended Line as lies between the Junction thereof with the Taff Vale Extension Line and the Junction of the Brecon Company's authorized Line with the Rhymney Company's intended Line, and the Works connected with the first-mentioned Junction, shall be made, maintained, and repaired by and at the Cost of the Rhymney Company, and the Junction of the Brecon Company's authorized Line with the Rhymney Company's intended Line shall be made, maintained, and repaired by and at the Cost of the Brecon Company; and from and after the making of such last-mentioned Junction both the Junctions shall be worked, signalled, lighted, and watched at the joint and equal Expense of the Rhymney Company and the Brecon Company.

8. The Rhymney Company and the Brecon Company will be jointly and equally entitled to the User of such Junctions, and the Portion of Railway and Works intervening, without any Payment by either Company therefor, except as provided by this Agreement.

Dated this 29th Day of March in the Year of our Lord One thousand eight hundred and sixty-seven.

The Common  
Seal of the  
Rhymney Railway  
Company.

The Common  
Seal of the Brecon  
and Merthyr Tydfil  
Junction Railway  
Company.

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