



ANNO VICESIMO & VICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cxi.

An Act for consolidating the Acts relating to the *Rhymney* Railway Company, and for authorizing the Company to make and maintain a Branch Railway, and for regulating the Capital of the Company; and for other Purposes.

[10th August 1857.]

WHEREAS by "The *Rhymney* Railway Act, 1854," (in 17 & 18 Vict. c. exciii. this Act called "the Act of 1854,") the *Rhymney* Railway Company (in this Act called "the Company") were incorporated, with a Capital of One hundred thousand Pounds, in ten thousand Shares of Ten Pounds each, and with Power to borrow not exceeding Thirty thousand Pounds, and were authorized to make a Railway from *Rhymney* to a Junction with the *Newport, Abergavenny, and Hereford* Railway, and a Branch Railway therefrom, and a Branch is in this Act called "The *Bargoed Rhymney* Branch Railway;" And whereas the Company proceeded to put that Act into execution: And whereas by "The *Rhymney* Railway Amendment Act, 1855," (in this Act called "the Act of 1855,") the Company are authorized to raise an additional Capital of One hundred thousand Pounds in Ten thousand Shares of Ten Pounds each, and

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to borrow further Sums not exceeding Thirty thousand Pounds, and to abandon the making of Part of their original Main Line, and to make a Railway from their original Main Line to a Junction with the *Taff Vale* Railway, and a Branch Railway to a Junction with the *Taff Vale* Extension Line of the *Newport, Abergavenny, and Hereford* Railway, and a Branch Railway (in this Act called "The old *Caerphilly* Branch Railway") to the Hamlet of *Van*; and also a Branch Railway (in this Act called "The *Bute* Dock Branch Railway,") commencing by a Junction with the Main Line of the *Taff Vale* Railway in the Parish of *Saint John Cardiff*, and terminating in the Parish of *Saint Mary Cardiff*, at or near to the North-eastern Corner of the East Dock of the Marquis of *Bute's* Trustees: And whereas by Section Forty-two of the Act of 1855, after reciting that Terms of Agreement had been entered into between the Trustees of the Marquis of *Bute* and the Company touching the Use of the Land necessary for the therein-before fourthly described Railway (being the *Bute* Dock Branch Railway), and certain Wharf Ground adjoining the *Bute* Docks at *Cardiff*, it was enacted, that it should be lawful for the Company to take from the Trustees or Trustee for the Time being of the Marquis of *Bute*, and for the Trustees or Trustee to grant, a Lease or Leases of such of the Lands and Wharves, Part of the Estate of the Marquis of *Bute*, situate in the several Parishes of *Saint John* and *Saint Mary* at *Cardiff*, as might be required by the Company for the Purposes of the Branch Railway fourthly therein-before described, and the Works and Conveniences connected therewith, and as the Trustees or Trustee might agree to let to the Company, and for such Term or Terms of Years, and for such annual Rent or Sum, Rents or Sums, or other Consideration as should be mutually agreed upon between the Company and the Trustees or Trustee, and as should in and by such Lease or Leases be reserved or made payable, and subject to such Conditions and Stipulations as might be agreed upon and inserted in such Lease or Leases, including a Condition of Re-entry for Nonpayment of the Rent or Rents, Sum or Sums, or other Considerations thereby to be reserved or made payable, or on Breach or Nonperformance of any of the Covenants, Conditions, and Agreements on the Part of the Company therein to be contained: And whereas the Company proceeded to put the Act of 1855 into execution: And whereas the whole of the Capital of One hundred thousand Pounds authorized by the Act of 1854 has been subscribed for, and more than One Half thereof has been paid up, and under the Authority of that Act the Company have borrowed Eight thousand three hundred and eighty Pounds: And whereas there is no Preference Share in the Capital of the Company: And whereas the Capital of One hundred thousand Pounds, authorized by the Act of 1855, has been subscribed for to the Extent of Eighty-six thousand and three hundred

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hundred and forty Pounds, and is partly paid up, but the Company have not borrowed any Money under the Authority of that Act: And whereas it is expedient that the Periods by the Act of 1854 limited for the compulsory Purchase of Lands for the *Bargoed Rhymney* Branch Railway, and for the Completion thereof, be respectively extended: And whereas it is expedient that the Company be authorized to abandon the making of the *Caerphilly* Branch Railway, and to make a Line of Railway in substitution for the same: And whereas the *Bute* Dock Branch Railway is in course of making, and is to be carried for the greater Part thereof on an Embankment: And whereas the Marquis of *Bute's* Trustees are excavating a Dock near to the Land on which the *Bute* Dock Branch Railway is to be made, and the Soil and Matters excavated therefrom could conveniently be used in the making of the Embankment on which the *Bute* Dock Branch Railway is to be carried, and those Trustees and the Company have entered into Terms of Arrangement for the making of that Embankment by those Trustees: And whereas the Bridges or Arches and other Works for the *Bute* Dock Branch Railway could be conveniently made by the Marquis of *Bute's* Trustees in connexion with the making of the Embankment, and it is expedient that they be authorized to exercise the Powers in that Behalf of the Company: And whereas the Marquis of *Bute's* Trustees and the Company have agreed for a Lease from those Trustees to the Company of the Land on which the *Bute* Dock Branch Railway is to be made, but the Lease is not yet executed: And whereas it is expedient that the Marquis of *Bute's* Trustees and the Company be authorized to agree for an Increase of Rent with respect to the Expenses of those Trustees in and about the making of the Embankment and the Bridges, Arches, and other Works for the *Bute* Dock Branch Railway, and also for the Redemption by the Company of the Rent to be reserved by the Lease or any Part thereof: And whereas it is expedient that the Company be authorized to raise further Money for the Purposes of their Undertaking, and that further Provision be made with respect to the Capital and Debenture Debt of the Company: And whereas it is expedient that Traffic Arrangements between the Company on the one hand and the *Taff Vale* Railway Company and the *Newport, Abergavenny, and Hereford* Railway Company, or either of them, on the other hand, be authorized: And whereas it is expedient that the recited Acts be repealed, and some of the Powers and Provisions thereof be re-enacted with Amendments: And whereas the several 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:

I. This

Rhymney Railway Act, 1857.

- Short Title. I. This Act may be cited for all Purposes as "*Rhymney Railway Act, 1857.*"
- 8 & 9 Vict. cc. 16., 18., and 20. incorporated. II. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," are respectively incorporated with this Act.
- Same Meanings to Words, &c. in incorporated Acts as in this Act. III. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.
- "The Marquis of Bute's Trustees." IV. The Expression "the Marquis of *Bute's* Trustees" in this Act includes the Owner from Time to Time of the Docks and Estate situate at *Cardiff*, now vested in *John Boyle* and *Charles Stuart* as Trustees thereof, and the Person or Persons from Time to Time Trustees or Trustee thereof.
- Recited Acts repealed. V. From and after the passing of this Act, but subject to the Provisions of this Act, the recited Acts are by this Act repealed.
- Company to continue incorporated. VI. Notwithstanding such Repeal, the Company shall for the Purposes of this Act continue as from the passing of the Act of 1854, and be incorporated by the Name of "*The Rhymney Railway Company,*" and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to make and maintain the *Rhymney Railway*, and for other the Purposes of this Act, and to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.
- Company to remain entitled to their Property. VII. Notwithstanding such Repeal, the Company shall continue and be seised and possessed of and entitled to all the Lands, Buildings, Estates, Moneys, Property, Effects, Claims, and Demands whatsoever of or to which the Company, by virtue of the recited Acts or otherwise howsoever, were immediately before the passing of this Act seised, possessed, or in any way entitled at Law or in Equity or otherwise howsoever, with the Appurtenances, as if such Repeal had not happened.
- General Saving of Rights under recited Acts. VIII. Notwithstanding such Repeal, and except only as by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed respectively under or by the recited Acts, or either of them, shall be as valid as if this Act were not passed, and such Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and

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and Demands, both present and future, which, if such Repeal had not happened and this Act were not passed, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

IX. Notwithstanding such Repeal, all the Provisions of any and every Act of Parliament (other than any Act by this Act repealed) relating to the Company and their Officers and Servants respectively, and on the passing of this Act in force, shall be of the like Force as if such Repeal had not happened, and may be exercised, enforced, and enjoyed by and against the Company and their Officers and Servants respectively in as full and beneficial a Manner to all Intents as the same respectively might be exercised, enforced, and enjoyed by and against the Company and their Officers and Servants respectively if such Repeal had not happened.

Provisions of
other Acts
continued.

X. Notwithstanding such Repeal, all Purchases, Sales, Leases, Securities, and Contracts before the passing of this Act made and entered into under or by virtue of the recited Acts respectively, or with respect to the Purposes thereof, shall be as good, valid, and effectual to all Intents for, against, and with respect to the Company as if such Repeal had not happened, and may be proceeded on and enforced accordingly.

Convey-
ances, &c. to
remain.

XI. Notwithstanding such Repeal, the Agreement, dated the Twenty-fifth Day of *April* One thousand eight hundred and fifty-five, between the *South Wales* Railway Company of the First Part and the Company of the Second Part, and which was set forth at length in Section Forty-one of the Act of 1855, and was thereby confirmed, shall be of as full Force as if such Repeal had not happened, and the Companies Parties thereto may carry the same into full and complete Effect accordingly, and the several Powers conferred on the Company by this Act shall be exercised in accordance with that Agreement.

Agreement
between
South Wales
Railway
Company and
Company to
continue in
force.

XII. Notwithstanding such Repeal, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect, both in favour of and against the Company, in the same Manner to all Intents as if such Repeal had not happened.

Actions not
to abate, &c.

XIII. Notwithstanding such Repeal, all Plans and Books of Reference, and all Corrections and Certificates of Corrections thereof respectively, deposited for the Purposes of any of the recited Acts

Deposited
Plans, &c. to
remain with
Clerks of
Peace.

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with any Clerk of the Peace, shall remain in his Custody as if they were deposited for the Purposes of this Act, and according to the Provisions of the Act of the Seventh Year of *William* the Fourth and the First Year of Her present Majesty, Chapter Eighty-three; and every such Clerk of the Peace shall accordingly permit the same to be inspected, and Copies thereof and Extracts therefrom to be taken.

Money paid into Bank, &c. to be applied under recited Acts.

XIV. Notwithstanding such Repeal, in every Case in which under either of the recited Acts any Money was before the passing of this Act paid into the Bank of *England*, or to any Trustee or Trustees, as Purchase or Compensation Money, or on any Account, such Money, or the Stocks, Funds, or Securities in or upon which the same is from Time to Time by Order of the Court of Chancery or otherwise invested, and the Interest, Dividends, and annual Produce thereof, shall, after the passing of this Act, be applied and disposed of pursuant to such recited Act.

Debts due to and by Company to be paid to and by them.

XV. Notwithstanding such Repeal, all Persons who immediately before the passing of this Act owed any Money to the Company or to any Person on their Behalf shall pay the same, with all Interest (if any) due and payable or accruing for the same, to the Company, and all Debts and Moneys which immediately before the passing of this Act were due or owing by or recoverable from the Company, or for the Payment whereof the Company were or but for such Repeal would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Power to the Marquis of Bute's Trustees to subscribe continued.

XVI. Notwithstanding such Repeal, Section Seven of the Act of 1854, whereby it was recited that the Formation of the Railways by that Act authorized would be highly beneficial to the Estate of the Most Noble the Marquis of *Bute*, situate in the County of *Glamorgan*, which was vested in *Onesiphorus Tyndall Bruce* and *John Boyle* as Trustees thereof, and that the Sum which would be payable to those Trustees as the Consideration Money for so much of the Land so vested in them as would be required for the Purposes of the Railway by that Act authorized had been estimated at the Sum of Five hundred Pounds, and that those Trustees had agreed to subscribe that Sum of Five hundred Pounds towards the Formation of that Railway, if authorized by Parliament so to do, and whereby it was enacted that it should be lawful for the said *Onesiphorus Tyndall Bruce* and *John Boyle*, or other the Trustees or Trustee for the Time being in whom that Estate should be vested, to subscribe towards and become Shareholders in the Undertaking by that Act authorized as such Trustees as aforesaid to the Extent of Five hundred Pounds, or such other Sum, not exceeding the Sum of Five hundred Pounds, as they should receive

or

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or be entitled to in Payment for so much of the Land so vested in them as might be required for the Purposes of the Undertaking, and whereby it was provided that such Subscription should not be made except under an Order of the High Court of Chancery in *England*, to be made upon Petition as therein expressed, shall remain and be in full Force.

XVII. Notwithstanding such Repeal, the several Persons who immediately before the passing of this Act were the Shareholders in the Company shall remain entitled to their respective Shares in the present Capital of the Company as if such Repeal had not happened.

Shareholders to remain entitled to Shares.

XVIII. Notwithstanding such Repeal, all Certificates, Sales, Transfers, and Dispositions before the passing of this Act made or executed under the recited Acts respectively of or with respect to any of the Shares in the present Capital of the Company, shall for the Purposes of this Act continue in full Force, and be available in all respects.

Certificates, &c. of Shares to remain.

XIX. Notwithstanding such Repeal, all Books, Certificates, and other Documents by those Acts directed or authorized to be kept or made, and which if those Acts were not repealed would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Books to be Evidence.

XX. Notwithstanding such Repeal, those Shareholders, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay the Amount subscribed by them respectively, or so much thereof as immediately before the passing of this Act was not paid, with all Interest (if any) due or to accrue due thereon, to the Company, when and as the same is called up or otherwise demanded by the Company.

Shareholders to pay Calls.

XXI. Notwithstanding such Repeal, all Resolutions, Orders, and Proceedings of General Meetings and Boards of Directors which immediately before the passing of this Act are binding on the Company, or their Shareholders, Directors, Officers, or Servants, or any of them, shall continue in full Force, and be binding on them respectively and available in all respects.

Resolutions, &c. continued.

XXII. Notwithstanding such Repeal, all Byelaws of the Company made before the passing of this Act shall, for the Purposes of this Act, but (unless sooner re-enacted under this Act) not longer than Six Months after the passing of this Act, continue of full Force as if such Repeal had not happened, and such Byelaws may be enforced,

Byelaws continued for Six Months.

and

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and all Proceedings thereon may be continued or taken, and all Penalties thereunder may be recovered accordingly.

Officers con-
tinued.

XXIII. Notwithstanding such Repeal, every Officer and Servant appointed by virtue of or acting under the recited Acts, or either of them, shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company until he be removed from such Office and Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed under this Act.

First and
other Meet-
ings.

XXIV. The next Ordinary Meeting of the Company shall be held within Seven Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* and *August*; and all Meetings, whether ordinary or extraordinary, shall be held in *London* or *Cardiff*.

Scale of
Votes.

XXV. The Scale according to which the Shareholders may vote in respect of their Shares shall be as follows; (that is to say,)

For every Share up to Five Shares, One Vote;

For more than Five Shares an additional Vote for every Five Shares up to One hundred, and One Vote in addition for every Ten Shares beyond One hundred.

For ascer-
taining
Votes.

XXVI. If the Company create any Shares of any Amount other than Ten Pounds each, or any Stock, then for the Purposes of Voting, and except as is by this Act otherwise provided, the Amount of Capital in the Company represented by all the Shares or by all the Stock, or by all the Shares and all the Stock held by any Holder, shall be considered as divided into so many Ten Pound Shares as that Amount will admit of, and the Right of Voting of such Holder in respect of such Shares or of such Stock, or of such Shares and Stock, shall be determined by the Number of Ten Pound Shares, rejecting Fractions, into which the Amount of Capital represented by such Shares or by such Stock, or by such Shares and Stock, from Time to Time held by him is capable of being divided.

Votes and
Qualifica-
tion.

XXVII. All the ordinary Shares from Time to Time forming Part of the Capital of the Company shall confer like Rights of Voting and of Qualification, and like Privileges in all other respects.

Debenture
Stock and
preferential
Shares not to
confer Votes

XXVIII. No Debenture Stock created under this Act, with any fixed or preferential Dividend, shall confer any Right to vote or any Qualification, and no preferential Shares created under this Act shall confer any Right of Voting or any Qualification, except so far as the
Company

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Company at the Time of the Creation resolve that such preferential Shares shall confer any such Right or Qualification. or Qualification.

XXIX. The Number of Directors shall be Nine, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking. Number and Qualification of Directors.

XXX. The Company may reduce the Number of Directors to any Number not less than Six. Power to vary the Number of Directors.

XXXI. The several Persons who on the passing of this Act are the Directors of the Company shall remain in Office until they respectively cease, according to the Provisions of this Act, to be Directors, and they shall retire from Office in the same Rotation and at the same Times as the Times and Rotations in and at which they would retire if this Act were not passed. Present Directors.

XXXII. The Quorum of a Meeting of Directors shall be Three Directors. Quorum of Directors.

XXXIII. The Quorum of every Committee of Directors shall be Two. Committees of Directors.

XXXIV. The Company may close the Register of Transfers for not exceeding Seven Days before every Extraordinary Meeting, and may fix a Day for the closing of the same, of which Seven Days Notice shall be given by Advertisement; and any Transfer made during the Time when the Transfer Books are so closed shall, as between the Company and the Party claiming under the same, but not otherwise, be considered as made subsequently to such Extraordinary Meeting. Closing of Transfer Books.

XXXV. The Newspapers for Advertisements shall be a Newspaper published in *London* and a Newspaper published in the County of *Glamorgan*. Newspapers for Advertisements.

XXXVI. The Company from Time to Time may raise by the Creation and Issue of new Shares in the Company any Sums, not exceeding in the whole One hundred thousand Pounds, for the following Purposes; (to wit,) Power to raise additional Capital by new Shares.

For the *Caerphilly* Branch Railway not exceeding Ten thousand Pounds, and to be expended only for the Purposes of that Branch:

For the other Purposes of this Act not exceeding Ninety thousand Pounds.

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Privileges conferred by additional Capital.

XXXVII. Except as is by this Act otherwise provided, all such Rights, Privileges, Liabilities, and Incidents shall attach to and be conferred by the additional Capital and the Shares therein as to and by the Company's present Capital and the Shares therein.

Capital to consist of present Capital and additional Capital.

XXXVIII. The Capital of the Company shall be the Sum of Three hundred thousand Pounds, consisting of their present Capital of One hundred thousand Pounds under the Act of 1854, and their present Capital of One hundred thousand Pounds under the Act of 1855, and the aggregate additional Capital of One hundred thousand Pounds by this Act authorized to be raised by new Shares: Provided always, that nothing in this Act shall prevent the Company from increasing their Capital by the Conversion of Loan into Capital, according to the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845."

Power to cancel unissued new Shares.

XXXIX. If after having created under this Act any Class of new Shares the Company determine not to issue the whole of the Shares of that Class, they may cancel the unissued Shares, and may from Time to Time thereafter create and issue in lieu thereof other new Shares of an aggregate Amount not exceeding the aggregate Amount of the new Shares so cancelled.

Company may create the new Shares of different Classes, &c.

XL. The new Shares which the Company may from Time to Time create and issue under this Act may be created and issued by the Company with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of the Company specially convened for the Purpose, as the Company from Time to Time think fit, either of One Class and with like Privileges, or of several Classes and with different Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, guaranteed, preferential, perpetual, terminable, or other Dividend, and the Company may, as they from Time to Time think fit, fix the Amounts and Times of Payments of the Calls on such Shares: Provided always, that no new Share issued under or for any of the Purposes of this Act shall have any fixed or guaranteed or preferential Dividend beyond the Rate of Five Pounds *per Centum per Annum* on the Amount from Time to Time actually paid thereon: Provided also, that all the Shares of the same Class shall bear like Dividend and confer like Privileges.

Only ordinary Shares to be created for raising Capital for new Line.

XLI. Provided always, That the Company shall not create or issue, except as ordinary Shares, any new Shares for raising the Sum of Ten thousand Pounds or any Part thereof for the *Caerphilly Branch Railway*.

XLII. If

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XLII. If at the Time of issuing any new Shares under this Act, other than any Shares subscribed for before the passing of this Act, the then ordinary Shares of the Company be at a Premium, the new Shares to be then issued shall, except so far as a General Meeting of the Company specially convened for the Purpose by at least Three Fifths of the Votes of the Shareholders present in Person or by Proxy thereat otherwise determine, be of such Amount as will conveniently allow the same to be apportioned among the then Holders of the ordinary Shares in proportion to the ordinary Shares held by them respectively, and shall be offered to them at Par in such Proportion.

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

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

Offer to be by Letter.

XLIV. The new Shares so offered shall vest in and belong to the Holders who accept them.

New Shares to vest in accepting Shareholders.

XLV. If any such Holder fail for One Month after such Offer of new Shares to accept them the Company may dispose of them to any other Persons.

Disposal of new Shares to others.

XLVI. Provided always, That the Company, if they think proper, but not otherwise, may permit any such Holder who, from Absence abroad or other Cause satisfactory to the Company, omits to signify within the Time by this Act limited his Acceptance of the Shares offered to him, to accept the Shares notwithstanding the Time has elapsed.

Power to enlarge Time for accepting new Shares.

XLVII. Except as is by this Act provided with respect to offering new Shares to existing Shareholders of ordinary Shares, the Company may from Time to Time dispose of the new Shares, other than any Shares subscribed for before the passing of this Act, to such Persons and on such Terms and Conditions as the Company think fit, and either by Public Auction or otherwise.

General Disposal by Company of new Shares.

XLVIII. Except as is by this Act otherwise provided, Two Pounds Ten Shillings a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls; and the aggregate Amount of all Calls made on any One Share

Calls.

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Share in any One Year shall not exceed Three Fourths of the nominal Amount of the Share.

Power to borrow on Mortgage.

XLIX. The Company may borrow on Mortgage any Sums not exceeding in the whole, inclusive of their present Debenture Debt, One hundred thousand Pounds; but no Part thereof exceeding Thirty thousand Pounds shall be borrowed until the whole of the Capital of One hundred thousand Pounds authorized by the Act of 1855 be subscribed for and One Half thereof be paid up, and no Part thereof exceeding Sixty thousand Pounds shall be borrowed until the whole of the additional Capital of One hundred thousand Pounds by this Act authorized be subscribed for and One Half thereof be paid up.

Priority of existing Mortgages.

L. All Mortgages granted by the Company before the passing of this Act shall, during the Continuance thereof, have Priority over all Mortgages granted by the Company under this Act.

Arrears may be enforced by Appointment of a Receiver.

LI. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize the Requisition for a Receiver shall be Five thousand Pounds Principal Money.

Application of Moneys.

LII. All and every Part of the Moneys from Time to Time raised by the Company by Shares and by borrowing shall be applicable only for Purposes by the Acts of 1854 and 1855 and this Act respectively authorized: Provided, that no Part of the Capital of One hundred thousand Pounds by the Act of 1854 authorized to be raised by Shares shall be applied to the making of any Works other than the Works by that Act authorized, without the Consent of Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a Special Meeting.

Interest not to be paid on Calls paid up.

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

Deposit for future Bills not to be paid out of the

LIV. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised, pay or deposit any Sum which, by any Standing Order of either House of Parliament

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Parliament now or hereafter in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Company's
Capital.

LV. The Company from Time to Time, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at an Extraordinary General Meeting specially convened for the Purpose, may create a Stock, to be called their Debenture Stock, of an Amount not exceeding the total Amount which, inclusive of the Amount from Time to Time of their Mortgage and Bond Debt, they are at the Time of such Creation of Stock authorized to borrow, and may create the Debenture Stock as they from Time to Time think fit, either of One Class and with like Privileges, or of several Classes and with different Privileges, and respectively with any fixed, fluctuating, contingent, preferential, perpetual, terminable, or other Dividend, and subject to the Provisions of this Act may dispose of the Debenture Stock to such Persons, at such Times, and on such Terms and Conditions as the Company think fit.

Power to
create
Debenture
Stock.

LVI. Provided always, That no Part of the Debenture Stock shall bear any fixed and guaranteed or preferential Dividend beyond the Rate of Five Pounds *per Centum per Annum*, and all the Debenture Stock of the same Class shall bear like Dividend, and, according to the Amounts thereof holden by the several Holders thereof, confer like Privileges or like proportionate Privileges.

Restrictions
as to Deben-
ture Stock.

LVII. The Debenture Stock shall be issued or disposed of only as fully paid up Stock, and the nominal Amount thereof issued in satisfaction of any Mortgage or Bond shall not exceed the Amount of the Principal Money thereby secured.

Restrictions
as to Appli-
cation of
Debenture
Stock.

LVIII. Provided always, That all the Moneys from Time to Time raised by Sale of the Debenture Stock created for paying off Debenture Debt shall be applied exclusively in paying off Debenture Debt.

Application
of Money
raised by
Sale of
Debenture
Stock.

LIX. In order that the due Application according to this Act of the Debenture Stock and the Moneys raised by the Disposal thereof may appear, the Company shall keep separate and accurate Accounts of the Amount of the Debenture Stock from Time to Time created and disposed of, and of the Application of the Debenture Stock, and the Money raised by the Disposal thereof.

Account of
Application
of Debenture
Stock.

LX. Inasmuch as the Debenture Stock and the Moneys raised by the Disposal thereof will be substituted for Mortgage and Bond Debt,

Preferential
Dividends on
Debenture
Stock.

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therefore

Rhymney Railway Act, 1857.

therefore the Dividends on the Amount of the Debenture Stock from Time to Time disposed of shall have the like Preference and Priority as the Preference and Priority of the Interest on the Mortgage or Bond Debt of the Company for which the Debenture Stock is substituted.

Power to abandon the making of old Caerphilly Branch Railway.

LXI. The Company shall abandon the making of the old *Caerphilly* Branch Railway by the Act of 1855 authorized, to commence from and out of the Main Line of the *Rhymney* Railway in the Hamlet of *Energlyn* in the Parish of *Eglwysilan* and County of *Glamorgan*, at a Point thereon near to *Energlyn* Mill, and to terminate in that Hamlet and Parish in or near to a Field lately belonging to the Reverend *Bartlet George Goodrich* and *James Goodrich*, about Two hundred Yards to the North-east of the Town of *Caerphilly*, and which Branch Railway to be abandoned would be wholly situate in the Hamlet of *Energlyn* and Parish of *Eglwysilan* and County of *Glamorgan*.

Compensation to be made where Contracts have been entered into or Notices given.

LXII. Provided always, That in any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing any Lands which the Company were empowered to purchase for the Purpose of making the *Caerphilly* Branch Railway, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed pursuant to such Contract or Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof.

Compensation to be made for Damage in surveying, &c.

LXIII. Provided also, That the Authority by this Act given for abandoning the *Caerphilly* Branch Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase to receive from the Company Compensation for any Damage occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose of "The Lands Clauses Consolidation Act, 1845."

Power to complete Residue of Railways authorized by 17 & 18 Vict. c. cxliii., and

LXIV. The Company may make or complete and maintain in the Lines and according to the Sections shown on the several Plans deposited for the Purposes of the Acts of 1854 and 1855 respectively, and in the respective Lands shown on those Plans respectively, and described in the Books of Reference thereto respectively, deposited therewith

Rhymney Railway Act, 1857.

therewith respectively, so much of the Lines of Railway and Works by those Acts respectively authorized to be made as is not by this Act authorized to be abandoned, and may enter upon, take, and use for the Purposes thereof respectively such of those Lands as the Company think fit: Provided always, that this Act shall not authorize the Company to purchase any Land compulsorily for the Purposes of the Main Line of Railway herein-after mentioned.

18 & 19 Vict.
c. cx.

LXV. Such Parts of the Railways by the Acts of 1854 and 1855 respectively authorized to be made as are by this Act authorized to be made or completed and maintained comprise the following, with all proper Stations, Works, and Conveniences; (to wit,)

Description
of Railways
to be so
completed.

First, the Main Line of the *Rhymney* Railway by the Act of 1854 authorized, commencing at *Rhymney* in the Parish of *Gelligaer* in the County of *Glamorgan*, at or near to the *Rhymney* Iron Works situate in the Hamlet of *Brithdir* in the Parish of *Gelligaer*, and terminating by a Junction with the *Newport, Abergavenny, and Hereford* Railway in the Hamlet of *Hengoed* in the Parish of *Gelligaer* in the said County of *Glamorgan*, at or near to *Bedllwyn* Farm in the said Hamlet, Parish, and County:

Secondly, the *Bargoed Rhymney* Branch Railway, commencing by a Junction with the Main Line of the *Rhymney* Railway at or near to the Village of *Pont Aber Bargoed* in the Parish of *Hengoed*, and terminating at *Cil Heol* otherwise *Cil Haul* in the Hamlet of *Ysgwyddgwyn* in the Parish of *Gelligaer*:

Thirdly, the Extension Line of Railway by the Act of 1855 authorized, commencing by a Junction with the Main Line of the *Rhymney* Railway in or near to a Field in the Hamlet of *Hengoed* and Parish of *Gelligaer*, numbered 87 on the Plans deposited for the Purposes of the Act of 1854, and terminating by a Junction with the Main Line of the *Taff Vale* Railway in the Hamlet of *Rhydyboithan* in the Parish of *Eglwysilan* at a Bridge across the *Taff Vale* Railway called *Walnut Tree Bridge*:

Fourthly, the *Ystrad Junction* Line of Railway by the Act of 1855 authorized, commencing by a Junction with the Extension Line in the Hamlet of *Hengoed* and Parish of *Gelligaer*, in a Field belonging to and occupied by *Lewis Lewis*, and near to a Farmhouse called *Bedllwyn* in that Hamlet and Parish, and terminating by a Junction with the *Taff Vale Extension* Line of the *Newport, Abergavenny, and Hereford* Railway in the Hamlet of *Hengoed* and Parish of *Gelligaer*, in or near to a Field numbered 20a on the Plans deposited for the Purposes of the Act of 1854:

Fifthly, the *Bute Dock* Branch Railway, commencing by a Junction with the Main Line of the *Taff Vale* Railway in the Parish of

Saint

Rhymney Railway Act, 1857.

Saint John Cardiff in the County of *Glamorgan*, at or near to a Point on that Main Line One hundred and sixty Yards or thereabouts to the Northward of the Bridge which carries that Main Line over the Turnpike Road leading from *Cardiff* to *Newport*, and terminating in the Parish of *Saint Mary Cardiff* in that County, at or near to a Point on the Eastern Side of the Dock called the *East Bute Dock*.

Level Crossing on Main Line.

LXVI. The following public Road, numbered on the Plans deposited for the Purposes of the Act of 1854 as follows, may be crossed by the Main Line of Railway on the Level; (that is to say,)

No. on Plan.	Parish.	Description of Road.
24	Gelligaer, Hamlet of Hengoed	Parish Road.

Inclination of Road on Main Line.

LXVII. In carrying the Road numbered as follows on the Plans deposited for the Purposes of the Act of 1854 under the Main Line of Railway, the Company may alter the Inclination of the Road so that the same when altered be not steeper than as follows; (that is to say,)

Parish.	No. on Plan.	Inclination.
Gelligaer, Hamlet of Brithdir	48	One in 26, and One in 7.

Communication between Main Line and Newport, Abergavenny, and Hereford Railway.

LXVIII. All Communications between the Lines of Railway by the Act of 1854 authorized and the *Newport, Abergavenny, and Hereford* (Extension to *Taff Vale*) Railway, if and when made, shall be effected and for ever after maintained at the Expense of the Company in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner approved from Time to Time by and to the Satisfaction of the Engineer of the *Newport, Abergavenny, and Hereford* Railway Company.

For Protection of Gelligaer Charity Lands.

LXIX. Nothing in this Act contained shall authorize the Company to take for the Purposes of the Lines of Railway by the Act of 1854 authorized any Part of the Plantation in the Hamlet of *Hengoed*, numbered 108a upon the Plans deposited for the Purposes of that Act, without the Consent in Writing of the Trustees of the *Gelligaer* Charity under the Hand of the Clerk of the Trustees, nor shall the Company without the like Consent deviate the Course of their Railway through the Lands numbered on those Plans 107, 109, 110, in that Hamlet, so as to bring the same nearer to the Schoolhouse belonging to the Trustees than the centre Line of Railway as laid down through the Lands on those deposited Plans.

LXX. Nothing

Rhymney Railway Act, 1857.

LXX. Nothing in this Act contained shall authorize the Company to make so much of their Main Line of Railway shown upon the Plans deposited for the Purposes of the Act of 1854 as lies to the Northward of the Point marked on those Plans of the Main Line Eleven Miles One Furlong, without the previous Consent in Writing of the *Rhymney* Iron Company under the Hand of the Secretary of that Company, or authorize the Company to take for the Purposes of that Main Line of Railway, or any of the Works connected therewith, without the like Consent, any Portion of the Properties in the Hamlet of *Brithdir* in the Parish of *Gelligaer*, numbered 155, 156, and 157 on those Plans: Provided always, that the Company with such Consent may take for the Purposes of the Railway by the Act of 1854 authorized such Portion of the Land of the *Rhymney* Iron Company, situate in the Parish of *Bedwelty* in the County of *Monmouth*, as is specified in such Consent, and may make their Railway thereon.

For Protec-
tion of
Rhymney
Iron Works.

LXXI. The Company shall not open for public Traffic any Part of the Works by the Act of 1855 authorized after the *Taff Vale Extension* Line is opened for public Traffic, unless and until they complete, to the reasonable Satisfaction of the Engineer of the *Newport, Abergavenny, and Hereford* Railway Company, a short Junction Line, and all other necessary Works for the Purpose of connecting the Main Line of the *Rhymney* Railway with the *Taff Vale Extension* Line on the Northern Side of the Extension Line, such short Junction Line commencing by a Junction with the Extension Line at or near to the Point thereon marked One Mile Three Furlongs on the Plans deposited for the Purposes of the Act of 1855, and terminating by a Junction with the *Taff Vale Extension* Line at or near to the Point at which the Railway by the next Section of this Act authorized to be abandoned was intended to join the same; and if the Works by the Act of 1855 authorized be open for public Traffic before the *Taff Vale Extension* Line is completed, the Company shall not use those Works after the Expiration of Two Months from the opening of that Extension Line unless they have so completed that short Junction Line.

Company to
make Com-
munication
with *Taff*
Vale Exten-
sion Line;

LXXII. Subject to the Provisions of the last preceding Section of this Act, the Company shall abandon the Formation of so much of the Main Line of the *Rhymney* Railway as authorized by the Act of 1854 as would lie between the Point of Junction of the Extension Line with the Main Line at or near to the Field numbered 87, in the Hamlet of *Hengoed* and Parish of *Gelligar*, on the Plans deposited for the Purposes of the Act of 1854, and the Point of Junction of the Main Line with the *Taff Vale Extension* Line in or near to the Field in that Hamlet numbered 20a on those Plans.

and abandon
Part of origi-
nal Main
Line.

Rhymney Railway Act, 1857.

Communica-
tion with
Taff Vale
Railway.

LXXIII. All Communications between the Railways by the Act of 1855 authorized and the *Taff Vale* Railway shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner approved from Time to Time by and to the Satisfaction of the Engineer of the *Taff Vale* Railway Company.

Power to
Company to
use Part of
Taff Vale
Railway.

LXXIV. The Company, their Lessees and Assigns, for the Purpose of conveying Traffic from or to the Extension Line to or from the *Bute* Dock Branch Railway, may pass over and use with Engines and Carriages, subject only to the Restrictions and Regulations affecting the same in this Act contained, so much of the Line or Lines of Railway belonging to the *Taff Vale* Railway Company, with the Stations and other Conveniences connected therewith, as shall be situate between the Point of Junction with the *Taff Vale* Railway of the Extension Line and the Point of Junction with the *Taff Vale* Railway of the *Bute* Dock Branch Railway, on Payment of such Tolls, Charges, Rent, or other Consideration as may be agreed upon between the Parties respectively, or failing such Agreement on Payment of such Tolls as are by the Acts relating to the *Taff Vale* Railway Company payable in respect of the User of that Part of their Railway: Provided always, that those Restrictions and Regulations shall for the Purposes of this Section be substituted for Sections One hundred and fifteen, One hundred and sixteen, One hundred and seventeen, One hundred and eighteen, One hundred and nineteen, One hundred and twenty, and One hundred and twenty-one of "The Railways Clauses Consolidation Act, 1845:" Provided also, that the Company, their Lessees or Assigns, shall not take up or set down any Passengers, Cattle, Goods, or other Traffic of any other Description upon any Part of the *Taff Vale* Railway, or at any Station belonging to the *Taff Vale* Railway Company, without the Consent of the *Taff Vale* Railway Company.

Equality of
Charge on
Taff Vale
Railway.

LXXV. The *Taff Vale* Railway Company shall not at any Time levy in respect of such User of their Railway any higher Amount of Toll than they then levy from other Companies or Persons for the User of their Railway in respect of Persons travelling in the same Class of Carriages, or in respect of similar Articles.

Accounts and
Payment by
Company of
Toll on Taff
Vale Rail-
way.

LXXVI. The Company, their Lessees or Assigns, shall keep a correct Account of the Number of Passengers of every Class and of the Weight and Description of Articles on which respectively Toll is leviable, conveyed by them over any Part of the *Taff Vale* Railway, and such Account shall be open at all reasonable Times to the Inspection of the duly authorized Officer of the *Taff Vale* Railway Company, and shall be made up half-yearly, or at such other Times as
the

Rhymney Railway Act, 1857.

the Company, their Lessees or Assigns, and the *Taff Vale* Railway Company determine, and the Amount of Toll due to the *Taff Vale* Railway Company shall be paid to them by the Company, their Lessees or Assigns, within One Month after the making up of such Account.

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

LXXVIII. If at any Time the Engineer or other Agent of the *Taff Vale* Railway Company report that any Engine used by the Company, their Lessees or Assigns, on that Portion of the *Taff Vale* Railway, is out of repair or unfit to be used thereon, the *Taff Vale* Railway Company may require the same to be taken off their Railway, or may forbid its User on their Railway until it be duly repaired; and if any Difference of Opinion arise between the *Taff Vale* Railway Company and the Owner of any such Engine as to the Fitness or Unfitness thereof for the Purpose of being used on the *Taff Vale* Railway, every such Difference shall be settled by Arbitration. Power to remove unfit Engines from *Taff Vale* Railway.

LXXIX. If the Company, their Lessees or Assigns, after Notice given by the *Taff Vale* Railway Company not to use any such Engine on the *Taff Vale* Railway, do so use such Engine without having first duly repaired the same, the Company or Person so using the Engine on the *Taff Vale* Railway shall forfeit to the *Taff Vale* Railway Company not exceeding Twenty Pounds, and in any such Case the *Taff Vale* Railway Company may remove the Engine from their Railway. Penalty for using unfit Engines on *Taff Vale* Railway.

LXXX. No Carriage shall pass along or be on the *Taff Vale* Railway unless the Carriage be at all Times, so long as it is used or remain thereon, of the Construction and in the Condition which the Regulations of the *Taff Vale* Railway Company from Time to Time reasonably require; and if any Dispute arise between the *Taff Vale* Railway Company and the Owner of any such Carriage as to the Construction or Condition thereof, every such Dispute shall be settled by Arbitration. Carriages using *Taff Vale* Railway to be properly constructed.

LXXXI. If any Carriage, not being of such Construction or in such Condition as those Regulations reasonably require, be brought or used on any Portion of the *Taff Vale* Railway by the Company, their Lessees or Assigns, the Owner thereof, or any Person having the Charge of the Carriage, shall forfeit to the *Taff Vale* Railway Company Penalty for using unfit Carriages on *Taff Vale* Railway.

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pany not exceeding Ten Pounds for every such Offence, and the *Taff Vale* Railway Company may remove the Carriage from their Railway.

Owner's
Name, &c. to
be registered
and exhib-
ited on
Carriage.

LXXXII. The Owner of every Carriage which by virtue of the Powers by this Act conferred on the Company, their Lessees or Assigns, is brought or used on any Portion of the *Taff Vale* Railway, shall enter with the Secretary or other Officer of the *Taff Vale* Railway Company appointed for that Purpose the Name and Place of Abode of such Owner, and the Numbers, Weights, and Gauge of his Carriages; and every such Owner shall also, if so required by the *Taff Vale* Railway Company, paint the same Particulars in legible Characters on some conspicuous Part of the Outside of every such Carriage, so as to be always open to view; and every such Owner shall, whenever required by the *Taff Vale* Railway Company, permit his Carriage to be weighed, measured, or gauged at the Expense of the *Taff Vale* Railway Company.

On Non-
compliance
of Regula-
tions Car-
riage may be
removed.

LXXXIII. If the Owner of any Carriage brought or used upon any Portion of the *Taff Vale* Railway by virtue of the Powers by this Act conferred on the Company, their Lessees or Assigns, fail to comply with the Requisitions contained in the preceding Section, the *Taff Vale* Railway Company may refuse to allow such Carriage to be brought upon any Part of their Railway, or may remove the same therefrom until Compliance,

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

LXXXIV. The Times at which the Trains carrying the Traffic from or to the Extension Line to or from the *Bute Dock* Branch Railway shall pass over the intermediate Portion of the *Taff Vale* Railway shall be subject to the Byelaws and Regulations of the *Taff Vale* Railway Company; but in the event of Objection by the Company or their Lessees or Assigns to any of the Byelaws or Regulations as affecting them or any of them, or in the event of Difference of Opinion between the *Taff Vale* Railway Company and the Company, their Lessees or Assigns, as to the Time or Manner of running such Trains, or as to those Byelaws or Regulations as affecting the Company, their Lessees or Assigns, every such Objection or Difference shall be referred to and settled by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845."

Tolls to be
taken by
Company on
Taff Vale
Railway.

LXXXV. Inasmuch as the Tolls which the *Taff Vale* Railway Company may demand and take with respect to Passengers, Animals, and Things conveyed by the Company on the Portion of the *Taff Vale* Railway which the Company are by this Act authorized to run over are higher than the Tolls which under this Act the Company may demand and take with respect to Passengers, Animals, and Things conveyed by the Company, therefore with respect to Pas-
sengers,

Rhymney Railway Act, 1857.

sengers, Animals, and Things respectively conveyed by the Company over that Portion of the *Taff Vale* Railway, they may demand and take the several maximum Charges for the same respectively limited by this Act, and also so much more than those several maximum Charges as is equal to such Part of the Amount of the Difference between the several Tolls for the same respectively authorized by Section Thirty-five of the Act of 1855 and the several Tolls for the same respectively authorized by Sections One hundred and thirty-one and One hundred and thirty-two of the Act of the Sixth Year of *William* the Fourth, Chapter Eighty-two, for the making of the *Taff Vale* Railway, as the *Taff Vale* Railway Company from Time to Time demand and take from the Company.

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

Sections 103. and 104. of 8 & 9 Vict. c. 20. applicable to the Portion of *Taff Vale* Railway used by Company.

LXXXVII. The Company may divert, within the Parish of *St. John's Cardiff*, the Course of the public Highway called *Gaol Lane*, numbered 6 in that Parish on the Plans deposited for the Purposes of the Act of 1855.

Power to divert *Gaol Lane*.

LXXXVIII. The following public Road, numbered as follows on the Plans deposited for the Purposes of the Act of 1855, may be crossed by the Extension Line on the Level; (that is to say,)

Level Crossing on Extension Line.

Number on Plan.	Parish.	Description of Road.
89	Hamlet of Glyn Rumney and Parish of Llanvabon.	Parish Road.

[*Local.*]

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LXXXIX. The

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Communica-
tion with
Newport,
Aberga-
venny, and
Hereford
Railway.

LXXXIX. The Works necessary for carrying the Extension Line across and under the *Newport, Abergavenny, and Hereford* Railway, and all Communications between the Railways by the Act of 1855 authorized and that Railway, shall be effected and for ever after maintained at the Expense of the Company in a substantial and workmanlike Manner, to be approved from Time to Time by and to the Satisfaction of the Engineer of the *Newport, Abergavenny, and Hereford* Railway Company, and so as not to interfere with the Traffic of that Company.

Construc-
tion of Rail
way through
Lands of
Charles
Crofts Wil-
liams.

XC. Whereas the Extension Line is laid down through Fields of *Charles Crofts Williams* in the Parish of *Eglwysilan*, and numbered respectively 98 and 100 in that Parish on the Plans deposited for the Purposes of the Act of 1855, so as to sever Part thereof as well as other of his Lands from the *Glamorganshire* Canal, and it is expedient that the Line be so constructed as to secure as far as practicable free Access to the Canal to and from his Lands: Therefore the Company shall so construct the Extension Line through the Field numbered 98 as that it shall not, without the Consent of the said *Charles Crofts Williams*, or other the Owner from Time to Time of that Field, occupy more thereof than One Chain on each Side of the centre Line of Railway as laid down and delineated on those Plans, and shall not occupy more of the Land on the Western Side of the Line where it crosses the Field numbered 100 than Two Chains from the Centre of the Railway; and the Company shall also construct and for ever thereafter maintain an Opening or Communication in the Extension Line where it crosses the Field numbered 98 not less than Fourteen Feet in Height and Fourteen Feet in Width, and the Company shall not purchase any more of those Lands without such Consent than the Portions thereof which may be so occupied.

Sidings for
Charles
Crofts
Williams.

XCI. The Company shall, at the Request of the said *Charles Crofts Williams*, or other the Owner from Time to Time of the Field numbered 100, and at his Expense, permit him to make any Siding or collateral Branch Railway from any Part of that Field to the Line of Railway, or to some Siding immediately connected therewith: Provided always, that such Siding or collateral Branch Railway shall, except so far as is necessary to connect it with the Line of Railway, or some Siding immediately connected therewith, be made upon Land of the said *Charles Crofts Williams*, or such Owner, which the Company have not already taken or do not take under this Act, and such Siding shall be made under the Direction and to the reasonable Satisfaction of the Engineer of the Company.

Company not
to interfere

XCII. Whereas the Extension Line is intended to be carried over the Line of the *Glamorganshire* Canal in the Parish of *Eglwysilan*:
Therefore

Rhymney Railway Act, 1857.

Therefore nothing in this Act contained shall authorize the Company to alter the Line or Level or the Width of the Canal, or of the Towing-path thereof, or any Part thereof respectively, or to obstruct the Navigation of the Canal, or any Part thereof, or to divert so as to intercept any of the Waters therein, or the Water of any Brooks, Streams, Feeders, or Watercourses which now are or heretofore have been taken for the Use of or which now supply the Canal, or to injure any of the Works thereof respectively.

with Glamorganshire Canal.

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

Company to erect a Bridge over Canal.

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

Company not to obstruct Canal.

XCV. If by reason or in execution of any of the Works by this Act authorized, or by reason of the bad State of Repair of any such Works or of any such Bridge, or if by any Act or Omission of the Company or any of their Agents or Servants, the Canal or the Towing-path thereof be so obstructed that Boats, Barges, or other Vessels navigating or using the same cannot freely pass or are impeded in the Passage along the same, or if the Space under the Bridge be at any Time contracted so as to be less in Width or Height than is by this Act prescribed, without the Consent of the Canal Company, then and in any such Case the Company shall pay to the Canal Company as ascertained Damages One hundred Pounds for every Day during which any such Obstruction or Contraction continues

Damages for Obstruction of Canal.

Rhymney Railway Act, 1857.

tinues on the Canal: Provided always, that if such Obstruction continue beyond Seventy-two consecutive Hours, or be occasioned by any wilful Act on the Part of the Company or their Agents and Servants, then and in every such Case the Company shall pay to the Canal Company as ascertained Damages One hundred Pounds further for every Day during which the Obstruction continues; and in default of Payment of any such Sum on Demand made of the Treasurer or any Officer of the Company, the Canal Company may recover the same in any Court of competent Jurisdiction.

Company to pay for all Damage to Canal in making or using Railway.

XCVI. If at any Time during the making of the Railway and Works by the Act of 1855 authorized, or any of them, or the constructing of any such Bridge, or in the User thereof at any Time after the same Railway and Works are completed, any Injury be done or occasioned thereby to the Canal, or to any of the Locks, Side Ponds, Towing-paths, Bridges, Banks, Feeders, or other Works thereof or belonging thereto, then and in every such Case the Canal Company may take and use all necessary and reasonable Ways and Means for repairing such Injury; and all Costs, Charges, and Expenses incurred or occasioned by such Repairs, together with all Damages whatsoever sustained by the Canal Company by reason of such Injury, or by reason of any Loss of Water out of or from the Canal in consequence of the making of the same Railway and Works, or any of them, or the constructing of any such Bridge, shall from Time to Time be paid and defrayed by the Company to the Canal Company; and in default of Payment thereof on Demand made of the Treasurer or any Officer of the Company, the Canal Company may recover the same in any Court of competent Jurisdiction.

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

XCVII. Nothing in this Act contained shall prevent any Owners of Boats or Barges, or other Traders, Freighters, or Carriers navigating or using the Canal, from recovering from the Company any special Damage sustained by them, or any of them, or that they are liable to pay and pay to any other Person for or on account or by reason or in consequence of the Neglects or Defaults of the Company beyond the Amount of such ascertained Damages, and any such special Damage may be recovered in any Court of competent Jurisdiction.

Company not to deviate without Consent of Canal Company.

XCVIII. The Company shall not, in carrying the Extension Line over the Canal, make any Deviation to the Southward from the Line of Railway as delineated on the Plans deposited for the Purposes of the Act of 1855 without the Consent in Writing of the Canal Company, or (except for the Purpose of passing over the Canal during the Time of constructing the Bridge and Approaches) take or use any Part of the Canal, or of the Wharfs, Locks, Towing-paths, Bridges,

Rhymney Railway Act, 1857.

Bridges, Banks, Buildings, or other Property belonging to the Canal Company, (except such as are absolutely necessary for carrying the Extension Line across the Canal as by this Act provided,) without the previous Consent in Writing of the Chairman of the Canal Company.

XCIX. The Company shall maintain at their own Expense the Siding for the Interchange of Traffic made by the Company in pursuance of the Act of 1855 at a Point between the *Walnut Tree Bridge* and the Point marked 9 Miles 2 Furlongs on the Plans deposited for the Purposes of that Act.

Company to maintain a Siding for Canal Company.

C. Whereas a Portion of the Canal has been constructed along the Side of a Hill called *Craig-yr-Alt*, and the Extension Line is intended also to be constructed along the Side of the Hill, and the Canal Company apprehend Danger to the Canal from Slips occurring along the Side of the Hill where the Extension Line is intended to be made, arising either from the Construction of the Works thereof, or from the Passage of Trains along it, and it is expedient that Provision be made to meet the Events so apprehended by the Canal Company: Therefore, in the event of any Slip occurring from that Hill where the Extension Line passes along the Side thereof, between a Point Twenty-two Yards to the Northward of the Point marked Nine Miles Three Furlongs and a Point Eight Yards to the Southward of the Point marked 9 Miles 4 Furlongs on the Plans deposited for the Purposes of the Act of 1855, and whether the Slip occur during the Period of the Construction of the Railway or after it is completed, and if such Slip occasion any Damage or Injury of any Description to the Canal, or to any of the Works connected therewith, then from Time to Time and as often as the same happens the Company shall make and pay to the Canal Company full and ample Compensation for any Loss, Costs, Damages, or Expenses, including therein Loss of Freight, which the Canal Company pay or are put to by reason or on account of such Damage or Injury, and the Amount of such Compensation shall be determined by an Arbitrator, to be appointed by the Board of Trade, in case the Parties differ; and if for Fourteen Days after the Date of such Determination the Company fail to pay the Canal Company the Sum so determined, the Canal Company may recover the same in any Court of competent Jurisdiction.

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

CI. Whereas Plans and Sections of the new Line of Railway, and the Works connected therewith, by this Act authorized to be made, showing the Line and Levels thereof, and Books of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in which the same is intended to be made, have been deposited with the Clerk of the Peace

Power to make new Line of Railway and take Lands for the Purpose.

Rhymney Railway Act, 1857.

for the County of *Glamorgan*: Therefore, subject to the Provisions of this Act, the Company may make and maintain the new Line of Railway and the Works connected therewith by this Act authorized in the Line and upon the Lands delineated on those Plans and described in those Books of Reference, and according to the Levels shown by those Sections, and may enter upon, take, and use such of those Lands as they think necessary for the Purpose.

New Line of Railway and Works by this Act authorized as herein mentioned.

CII. The new Line of Railway and Works which the Company are by this Act authorized to make comprise the following; (that is to say,)

First, the *Caerphilly* Branch Railway (in substitution for the old *Caerphilly* Branch Railway by this Act authorized to be abandoned), commencing in the Hamlet of *Rhydiboithan* in the Parish of *Eglwysilan* in the County of *Glamorgan*, by a Junction with the Main Line of the *Rhymney* Railway, at a Point thereon Three hundred Yards or thereabouts South-westward of a Farmhouse called *Cwrt Drawllyn* in the Hamlet of *Rhydiboithan* and Parish of *Eglwysilan*, and terminating in the Hamlet of *Hendredenny* in the Parish of *Eglwysilan* in or near to a Field belonging to the Baroness *Windsor*, and in the Occupation of *John Llewellyn*, One hundred and fifty Yards or thereabouts West of a House formerly called the *Van Toll-gate House*, which intended Railway and Works will pass from, in, through, or into, or be situate within the Parishes, Hamlets, or Places of *Rhydiboithan*, *Energlyn*, *Hendredenny*, and *Eglwysilan*, all in the County of *Glamorgan*:

Secondly, all proper Stations, Works, and Conveniences connected with new Line of Railway and Approaches thereto.

Power to cross Roads, &c.

CIII. For the Purposes of this Act the Company may do all such Works and Things as they from Time to Time think expedient for the crossing, stopping-up, altering, or diverting, whether temporarily or permanently, as described on the said Plans, of Turnpike and other Roads, Highways, Railways, Tramways, Aqueducts, Canals, Streams, and Rivers within the several Parishes, Hamlets, and Places respectively in which they are by this Act authorized to make or maintain the Railway, or any Part thereof.

Level Crossings of new Line.

CIV. Subject to the Provisions of this Act, the Company may carry the new Line of Railway, with not exceeding Two Lines of Railway, across and on the Level of the Road numbered on the Plans deposited for the Purposes of this Act as follows; (to wit,)

Number on Plan.	Parish.	Description of Road.
20	Eglwysilan, Hamlet of Rhydiboithan	Public Highway.

CV. In

Rhymney Railway Act, 1857.

CV. In carrying the several Roads numbered on the Plans deposited for the Purposes of this Act as follows over, under, or across the new Line of Railway, the Company may make the Inclination of those Roads respectively such as or not steeper than as follows; (to wit,)

Inclination of Roads on new Line.

Number on Plan.	Parish.	Description of Roads.	Inclination of Roads.
13	Eglwysilan, Hamlet of Energlyn.	Public Highway -	One in 17
14	Hamlet of Energlyn -	Turnpike Road -	One in 17.

CVI. The several Lines of Railway by this Act authorized to be made or completed and maintained, and the Works and Conveniences thereof, shall together form the *Rhymney Railway*, and the Expression "the Railway" in this Act means and includes the *Rhymney Railway*, unless such Construction be excluded by the Context.

The several Lines of Railway to form together the Rhymney Railway.

CVII. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or a Lodge at the Points where any Railway of the Company crosses any Roads on the Level, and the Company shall be subject to and shall abide by all such Regulations with respect to the crossing of those Roads on the Level, or with respect to the Speed at which Trains shall pass those Roads, as are from Time to Time made by the Board of Trade; and if the Company fail to erect or at all Times maintain any such Station or Lodge, or to appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to abide by any such Regulation, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day the Offence continues after the Penalty of Twenty Pounds is incurred.

Company to erect Station or Lodge at level Crossings, and abide by Rules, &c. of Board of Trade.

CVIII. The Board of Trade, if it appear to them necessary for the public Safety, may at any Time, either before or after any Railway of the Company to be carried across any Road on the Level is completed and opened for public Traffic, require the Company, within such Time as the Board of Trade direct, and at the Expense of the Company, to carry any of those Roads either under or over the Railway by means of a Bridge or Arch in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances appear to the Board of Trade best adapted for removing or diminishing the Danger arising from any such level Crossing.

Board of Trade may require a Bridge in lieu of level Crossings.

CIX. The Company may purchase by Agreement and hold any Quantity of Land for extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," not exceeding, in addition to

Lands for extraordinary Purposes.

Rhymney Railway Act, 1857.

to any Lands already purchased by them for extraordinary Purposes, Twenty Acres.

Powers for compulsory Purchases limited.

CX. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of the following Periods; (to wit,)

First, for the *Bargoed Rhymney Branch Railway*, One Year after the passing of this Act:

Secondly, for Sidings and other Works of Accommodation on the Main Line of Railway, Three Years after the passing of the Act of 1854:

Thirdly, for Sidings and other Works of Accommodation for the *Bargoed Rhymney Branch Railway*, Two Years after the passing of this Act:

Fourthly, for the Extension Line of Railway, Two Years after the passing of the Act of 1855:

Fifthly, for the *Ystrad Junction Line of Railway* and the *Bute Dock Branch Railway* respectively, Three Years after the passing of the Act of 1855:

Sixthly, for the new Line of Railway by this Act authorized, Two Years after the passing of this Act.

Periods for Completion of Works.

CXI. The Railway shall be completed within the following Periods, and on the Expiration of each of those Periods the Powers by this Act granted to the Company for executing the Part of the Railway to be completed within the respective Period, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; (to wit,)

First, the Main Line of Railway by the Act of 1854 authorized, Three Years after the passing of that Act:

Secondly, the *Bargoed Rhymney Branch Railway*, Two Years after the passing of this Act:

Thirdly, the Extension Line of Railway and the *Ystrad Junction Line of Railway* respectively, Three Years after the passing of the Act of 1855:

Fourthly, the *Bute Dock Branch Railway*, Four Years after the passing of the Act of 1855:

Fifthly, the new Line of Railway by this Act authorized, Three Years after the passing of this Act.

Bond for Completion of new Lines of Railway.

CXII. Whereas pursuant to the Standing Orders of both Houses of Parliament and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Seven hundred and fifty Pounds, being One Tenth Part of the Amount required to be subscribed in respect of the new Line of Railway by this Act authorized, has been deposited with the Court of Chancery in respect of the
Application

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Application to Parliament for this Act: Therefore, notwithstanding anything contained in that Act, Chapter Twenty, that Sum of Seven hundred and fifty Pounds so deposited in respect of the Application for this Act, or the Interest or Dividends of that Sum, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of that Act, Chapter Twenty, or the Survivors or Survivor of them, unless the Company shall, before the Expiration of the Period by this Act limited for the Completion of the new Line of Railway, either open the new Line of Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the additional Capital by this Act authorized to be raised by new Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of that additional Capital; and if that Period expire before the Company either open the new Line of Railway for the public Conveyance of Passengers, or give such Proof to the Satisfaction of the Board of Trade, the Sum so deposited, and the Interest and Dividends thereof, shall immediately after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom: Provided, that if at any Time after the passing of this Act a Bond in twice the Amount of that Sum of Seven hundred and fifty Pounds be executed by the Company, with One or more Sureties (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Seven hundred and fifty Pounds if the Company shall not, within the Time limited for the Completion of the new Line of Railway, either open the new Line of Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the additional Capital by this Act authorized to be raised by new Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of that additional Capital, and if such Bond be deposited with that Solicitor, then that deposited Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in that Act to the contrary notwithstanding; and the Moneys to be recovered upon such Bond shall be dealt with in

[*Local.*]

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like

Rhymney Railway Act, 1857.

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

Subscription
Contract to
be valid.

CXIII. The Subscription Contract which pursuant to the Standing Orders of Parliament was entered into with respect to the Undertaking authorized by this Act previously to the Commencement of the last Session of Parliament shall be as valid and shall be construed as if this Act had been passed in the said last Session.

Tolls.

CXIV. The Company from Time to Time may demand and take any Tolls for the User of the Railway not exceeding the following; (that is to say,)

Tonnage
Tolls for
Goods.

With respect to the Tonnage of all Goods conveyed on the Railway or any Part thereof, as follows:

Class One. For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, Coals, Coke, Culm, Charcoal, and Cinders, Bricks, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rolled Iron, Rod Iron, Hoop Iron, Iron used in and for the permanent Way of Railways, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, Five Eighths of a Penny a Ton a Mile;

And if conveyed in Carriages belonging to the Company, an additional One Eighth of a Penny a Ton a Mile:

Class Two. For all Stones for building, pitching, and paving, and all Tiles and Slates, One Penny a Ton a Mile; and if conveyed in Carriages belonging to the Company, an additional One Halfpenny a Ton a Mile:

Class Three. For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, and Deals, Metals (except Iron), Nails, Anvils, Vices, Chains, Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, Twopence a Ton a Mile;

And if conveyed in Carriages belonging to the Company, an additional One Halfpenny a Ton a Mile:

Class Four. For every Horse or Cattle Van not belonging to the Company, Twopence a Mile:

Class Five. For every other Carriage, of whatever Description, having more than Two Wheels, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, Sixpence a Mile;

And

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And if conveyed on a Truck or Platform an additional Twopence a Mile;

And One Penny Halfpenny a Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage weighs.

With respect to Passengers and Animals conveyed in Carriages on the Railway, as follows :

Tolls for
Passengers
and Animals.

Class Six. For every Person conveyed in or upon a First-class Carriage, Twopence a Mile; in or upon a Second-class Carriage, One Penny Halfpenny a Mile; and in or upon a Third-class Carriage, One Penny a Mile:

Class Seven. For every Horse, Mule, Ass, or other Beast of Draught or Burden, Threepence a Mile;

And if conveyed in or upon any Carriage belonging to the Company, an additional One Penny Halfpenny a Mile:

Class Eight. For every Ox, Cow, Bull, or Neat Cattle, Threepence a Mile;

And if conveyed in or upon any Carriage belonging to the Company, an additional One Penny a Mile:

Class Nine. For every Calf, Pig, Sheep, Lamb, or other small Animal, One Penny a Mile;

And if conveyed in or upon any Carriage belonging to the Company, an additional One Farthing a Mile.

CXV. The Tolls which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed Three Eighths of a Penny a Mile for every Passenger or Animal or for every Ton of Goods by the ordinary Trains, in addition to the several other Tolls by this Act authorized to be taken.

Tolls for
propelling
Power.

CXVI. Provided always, That the Restrictions of this Act as to Amount of Tolls for the User of such Engines do not extend to any Case in which any Special Train is required and allowed by the Company, but apply only to the Cases of Express and Ordinary Trains.

Restrictions
as to Tolls
not to apply
to Special
Trains.

CXVII. The following Regulations apply to the fixing of the Tolls ; (that is to say,)

Regulations
as to Tolls.

For Persons, Animals, or Goods conveyed on the Railway for a less Distance than Four Miles the Company may demand and take Tolls as for Four Miles :

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand and take Tolls on Animals and Goods for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile the Fraction shall be deemed a Quarter

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Quarter of a Mile; and with respect to Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

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

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

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

Tolls for
small Parcels
and single
Articles of
great
Weight.

With respect to small Packages and single Articles of great Weight, notwithstanding the Rate of Tolls by this Act prescribed, the Company may demand and take for every Mile the Tolls following; (that is to say,)

For the Carriage of small Parcels (that is to say, Parcels not exceeding Five hundred Pounds Weight each,) on the Railway or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Fourpence;

For any Parcel exceeding Seven Pounds and not exceeding Fourteen Pounds in Weight, Eightpence;

For any Parcel exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence;

For any Parcel exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds in Weight, Two Shillings;

For any Parcel exceeding Fifty-six Pounds but not exceeding One hundred and twelve Pounds in Weight, Three Shillings and Sixpence;

For any Parcel exceeding One hundred and twelve Pounds but not exceeding Two hundred and twenty-four Pounds in Weight, Five Shillings and Sixpence;

For every Parcel exceeding Two hundred and twenty-four Pounds but not exceeding Five hundred Pounds in Weight, any Sum the Company think fit:

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

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which exceeds Four Tons but does not exceed

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exceed Eight Tons, the Company may demand and take any Sum they think fit not exceeding Sixpence a Ton a Mile:
For the Carriage of any single Article the Weight of which exceeds Eight Tons the Company may demand any Sum they think fit.

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

CXIX. Provided always, That the maximum Charges to be made by the Company in respect of all the Tolls and Charges for the User of the Railway and Carriages, and for locomotive Power, and every other Expense connected with the Conveyance of Passengers on the Railway, shall in no Case exceed the Sums following; (that is to say,) Maximum
Charges.

With respect to the Tonnage of Goods conveyed on the Railway, or any Part thereof, as follows:

For all Matters within Class One, One Penny and One Eighth of a Penny a Ton a Mile:

For all Matters within Class Two, One Penny and Seven Eighths of a Penny a Ton a Mile:

For all Matters within Class Three, Twopence and Seven Eighths of a Penny a Ton a Mile:

For all Matters within Class Five, Ninepence a Mile:

With respect to Passengers and Animals conveyed in Carriages on the Railway or any Part thereof, as follows:

For every Person conveyed in or by any Express or Ordinary Train,

First-class, Threepence a Mile;

Second-class, One Penny Halfpenny a Mile;

Third-class, One Penny a Mile:

For every Animal within Class Seven, Twopence a Mile;

But if conveyed in a Van or Carriage not belonging to the Company, One Penny a Mile:

For every Animal within Class Eight, Twopence a Mile:

For every Animal within Class Nine, One Penny a Mile.

CXX. If the Owner, Consignor, or Consignee of any Goods requiring Conveyance by the Company shall require the Company to convey the same over their Railway and any Railway not belonging to the Company, but over which the Company have Power to pass with their own Engines and Carriages, the Company shall afford all reasonable Facilities for receiving and forwarding such Goods over For affording
Facilities for
receiving and
forwarding
Goods.

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their own Railway and such other Railways to the Place to which the same shall be consigned, and shall not give any undue or unreasonable Preference to any Goods which shall be consigned to any one Place over any Goods which may be consigned to any other Place, or in any way impede the due and punctual Transmission of such Goods to any Place to which the same may be consigned.

Restriction
as to Charges
not to apply
to Special
Trains.

CXXI. Provided always, That the Restriction as to the Charges to be made for Passengers does not extend to any Special Train required to run upon the Railway, but applies only to the Express and Ordinary Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods on the Railway.

As to Charge
for loading.

CXXII. The Company may demand and take, in addition to the other Tolls, Rates, and Charges which they are authorized to demand and take, a reasonable Sum for the loading, unloading, and covering, and for the Delivery and Collection, of Goods and other Services incidental to the Business of a Carrier, where those Services are performed by the Company, and a further reasonable Sum for Warehousing and Wharfage and for any other extraordinary Service reasonably and properly performed by the Company with respect to such Goods.

Company
may take
increased
Charges by
Agreement.

CXXIII. Nothing in this Act contained shall prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of the Goods, either with respect to the Conveyance of Goods, except small Parcels, by Passenger Trains, or by reason of any other special Service performed by the Company with respect to such Goods.

Agreements
between
Company
and Marquis
of Bute's
Trustees as
to Bute Dock
Branch.

CXXIV. The Company and the Marquis of *Bute's* Trustees from Time to Time may enter into and carry into effect such Agreements as they respectively think fit for the making by those Trustees, for the Purposes of the *Bute* Dock Branch Railway, of such Embankment, Bridges, Arches, and other Works as are requisite, and for an Increase of the Rent or other Payments to be reserved by the Lease referred to in Section Forty-two of the Act of 1855, and to be payable by the Company to those Trustees, and for the Redemption by the Company of the Rent to be reserved by that Lease or any Part thereof, so as the Rent reserved by the Agreement shall be the best and most improved Rent which can be had or gotten for the Lands or Privileges granted or conceded by such Agreements respectively.

Power to
increase ac-
cordingly,

CXXV. The Lease or Leases which, under the Act of 1855, the Company might take from the Marquis of *Bute's* Trustees, and those
Trustees

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Trustees might grant, of Lands and Wharves, Part of the Estate of the Marquis of *Bute*, situate in the several Parishes of *Saint John* and *Saint Mary* at *Cardiff*, required by the Company for the Purposes of the *Bute* Dock Branch Railway, and the Works and Conveniences connected therewith, and agreed by those Trustees to be let to the Company, may be granted and taken under this Act, and may be for such yearly Rent or Sum, or Rents or Sums, or other Consideration, in addition to any annual Rent or Sum, Rents or Sums, or other Consideration already mutually agreed upon between the Company and those Trustees, as the Company and those Trustees from Time to Time mutually agree on with respect to the Expenditure of those Trustees for the Purposes of the *Bute* Dock Branch Railway and the Works and Conveniences thereof, and otherwise in relation thereto, and such additional Rent or Sum, or Rents or Sums, or other Consideration may and shall be reserved or made payable accordingly, and subject to any Conditions and Stipulations so mutually agreed upon and inserted in such Lease or Leases, including a Condition of Re-entry for Nonpayment of such additional Rent or Sum, or Rents or Sums, or other Consideration.

Rent to be reserved by Lease from those Trustees to Company.

CXXVI. Any such Lease or Leases may contain such Conditions and Provisions for the Redemption by the Company on such Terms and Conditions, and at such Time or Times, and in such Manner as the Company and those Trustees from Time to Time mutually agree on, of the Rent or Sum, or Rents or Sums, or other Consideration reserved by such Lease or Leases, or any Part thereof respectively, as the Company and those Trustees think fit, and such Redemption may be made by the Company accordingly.

Rent reserved by the Lease may be redeemed by Company.

CXXVII. The Company during the Continuance of the Lease or Leases so to be granted may demand and take from all Persons using the Wharves and Premises to be comprised in and demised thereby respectively all such and the same Wharfage and Lockage Duties, and other Rates and Charges with respect to Goods and Vessels, as the Company are from Time to Time under such Lease or Leases themselves liable to pay to the Marquis of *Bute's* Trustees with respect to the same Goods and Vessels: Provided always, that such Duties, Rates, and Charges respectively shall not exceed in Amount the Duties, Rates, and Charges which the Owner or Owners from Time to Time of the *Bute* Docks are entitled to demand and take under the Acts in force relating to the Docks.

Powers under Lease to be exercised by Company.

CXXVIII. The Company and the Marquis of *Bute's* Trustees from Time to Time may make, enter into, and execute any such Deeds, Contracts, or Agreements as they respectively think proper for effecting such Purposes, and also for providing as to the Shipment
and

Power to enter into Contracts for Purposes of Lease.

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and Unshipment of any Goods which are from Time to Time conveyed on or along any Part of the *Rhymney* Railway, and as to the Sums to be paid to the Marquis of *Bute's* Trustees for or with respect to Wharfage and Lockage Duties, and for Rates and Charges with respect to the Vessels in or out of which such Goods are shipped or unshipped, and also as to the Shipment of Coals by the Company, and the Rates to be charged by the Company for the same, and otherwise for regulating the User by the Company of the Lands, Wharves, and Works to be held by them under the Marquis of *Bute's* Trustees: Provided always, that such Duties, Rates, and Charges respectively shall not exceed in Amount the Duties, Rates, and Charges which the Owner or Owners from Time to Time of the *Bute* Docks are entitled to demand and take under the Acts in force relating to the Docks.

Company not to take greater Dues than payable to Marquis of *Bute's* Trustees.

CXXIX. Provided always, That the Company shall not demand and take under any such Agreement or Lease any greater Amount of Rates and Dues in respect of the User of the Wharves, Lands, and Works, or any Part thereof, than is from Time to Time payable by them to the Marquis of *Bute's* Trustees under the Terms of Agreement: Provided also, that the Company shall not enter upon, purchase, or take, either absolutely or by way of Lease or otherwise, any Lands belonging to the Marquis of *Bute's* Trustees near or adjoining to the *Bute* Docks, or lay down any Branch Railway on the same, or on the Wharves connected with the Docks, without the previous Consent in Writing of the Marquis of *Bute's* Trustees.

Company to take Rates for Use of Staiths at *Bute* Docks.

CXXX. The Company may demand and take for the Shipment of Goods by means of Staiths, Shipping Machines, or other Machinery at the Docks any Sum not exceeding Twopence a Ton.

Agreements and Traffic Arrangements with *Taff Vale* Railway Company and *Newport, Abergavenny, and Hereford* Railway Company.

CXXXI. The Company on the one hand, and the *Taff Vale* Railway Company and the *Newport, Abergavenny, and Hereford* Railway Company, or either of them, on the other hand, from Time to Time may enter into and carry into effect all such Agreements and Arrangements as they respectively think fit with respect to the Regulation and Management by the Company and those Two other Companies, or either of them, of the Traffic upon or over the *Rhymney* Railway or any Part thereof, and for determining and regulating the Division and Apportionment between the respective Companies, Parties to any such Agreement or Arrangement, of the Expenses incurred, and of the Tolls, Rates, and Charges received in respect of such Traffic.

Conditions of such Agreements.

CXXXII. Any such Agreement under this Act shall not be of longer Duration than Ten Years, and shall be subject to the Approval of

Rhymney Railway Act, 1857.

of the Board of Trade, and no Agreement under this Act between the Company and the *Taff Vale* Railway Company and the *Newport, Abergavenny, and Hereford* Railway Company, or either of them, shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies, Parties thereto, are from Time to Time respectively authorized and entitled to demand or take from any Person; but all other Persons shall, notwithstanding any such Agreement, be entitled to the User and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as if such Agreement were not entered into.

CXXXIII. The Companies, Parties to any such Agreement, may by any such Agreement appoint a joint Committee, composed of such Number of the Directors of those Companies respectively as those Companies think proper, and from Time to Time may alter, vary, and renew any such joint Committee as Occasion requires, and may regulate the Proceedings of such joint Committee, and may delegate to such joint Committee all such Powers as are necessary for carrying into effect the Purposes of any such Agreement, and every joint Committee so appointed shall have and may exercise the Powers so from Time to Time delegated to them, in like Manner as the same might be had and exercised by those Companies respectively or their respective Directors.

Joint Committee for Purposes of such Agreements.

CXXXIV. At the Expiration of the Agreement the Company and the *Taff Vale* Railway Company, and the *Newport, Abergavenny, and Hereford* Railway Company, or either of them, but subject to the Approval of the Board of Trade, may enter into a further Agreement for all or any of the Purposes for which by their Act Agreements between them respectively are authorized.

Agreement may be renewed with Approval of the Board of Trade.

CXXXV. Neither the original nor any renewed Agreement shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of the Company specially convened for the Purpose.

Approval by Shareholders of such Agreements.

CXXXVI. The Meeting shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London* and in some Newspaper of the County of *Glamorgan*, the last of which Advertisements shall be published not less than Seven Days before the Day of such Meeting, and also by Circular addressed to every Shareholder entitled to vote at Meetings of the Company, to be served in manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices required to be served by the Company on their Shareholders.

Notice of Meeting for such Approval.

[*Local.*]

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CXXXVII. Except

Rhymney Railway Act, 1857.

Saving
Rights of
Marquis of
Bute and
Marquis of
Bute's Trus-
tees.

CXXXVII. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, alter, or prejudice any of the Estates, Rights, Interests, Powers, or Privileges of the Marquis of *Bute* or of the Marquis of *Bute's* Trustees.

Saving
Rights of
South Wales
Railway
Company
under Agree-
ments with
Marquis of
Bute's Trus-
tees.

CXXXVIII. Whereas an Agreement dated the Thirty-first Day of *March* One thousand eight hundred and fifty-one was made between the *South Wales* Railway Company of the First Part, and the Right Honourable Lord *James Stuart, Onesipherous Tyndall Bruce*, and *James Munro Macnabb*, as Representatives of the late Marquis of *Bute*, of the Second Part, and another Agreement dated the Twenty-fifth Day of *April* One thousand eight hundred and fifty-five was made between *John Boyle*, the surviving Trustee under the Will of the late Marquis of *Bute*, of the First Part, and the *South Wales* Railway Company of the Second Part, which Two Agreements are respectively set forth in the Schedule (A.) to the Act of 1855, and also in the Schedule to this Act: Therefore nothing in this Act contained shall enable the Company to take or use, or acquire by Purchase, Lease, or otherwise, any of the Lands coloured Yellow, Green, and Brick Colour respectively on the Plan annexed to the last-mentioned Agreement, and nothing in this Act contained shall enable the Company to do anything whereby or by means or reason whereof any of the Rights of the *South Wales* Railway Company under those Two Agreements, or any of the Powers or Means of *John Boyle* or the Marquis of *Bute's* Trustees, to carry the same into full and complete Effect, may be lessened or injuriously affected.

Saving
Rights of
certain Rail-
way Com-
panies and
Glamorgan-
shire Canal
Company.

CXXXIX. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Authorities of the *South Wales* Railway Company, or of the *Taff Vale* Railway Company, or of the *Newport, Abergavenny, and Hereford* Railway Company, or of the Company of Proprietors of the *Glamorganshire* Canal Navigation.

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

CXL. This Act or anything therein contained shall not exempt the Railway from the Provisions of any General Act relating to Railways, or to the better or 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act authorized, or of the Rates for small Parcels by this Act authorized.

Expenses of
Act.

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

SCHE-

Rhymney Railway Act, 1857.

SCHEDULE to which the foregoing Act refers.

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

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

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

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

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

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

Fifth.

Rhymney Railway Act, 1857.

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

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

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

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

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

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

Rhymney Railway Act, 1857.

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

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

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

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

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

Fifth. The Rights of Way mentioned in Article Four shall include the Right to use Engines, Horses, and Carriages, but those Rights shall be so exercised as that the free, proper, and necessary Use of the South Wales Railway Company's Lines of Railway to their Wharfs shall not be thereby prejudiced.

Sixth. The said Term of 250 Years shall commence on some Day to be hereafter fixed, not being later than Three Years after the passing of the said Bill into an Act, within which Period of Three Years the Bute Docks Branch Railway and the Sidings connected therewith are to be completed, and the Day to be fixed for the Commencement of the said Term shall be the Day on which the South Wales Railway Company shall enter upon the said Land required for the said Branch, from which Day the Rent of the Land coloured

[*Local.*]

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Yellow

Rhymney Railway Act, 1857.

Yellow and Green upon the annexed Plan shall accrue; and before the said Company take possession of the last-mentioned Land they shall give to the Trustee Twenty-one Days Notice in Writing of their Intention to do so, and before taking possession of the Land coloured Brick Colour on the annexed Plan the said Company shall give to the Trustees Three Months Notice in Writing of their Intention to do so, and the Rent of the last-mentioned Land shall commence on the Day on which Possession of it is taken.

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

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

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

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

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

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

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

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

Fifteenth.

Rhymney Railway Act, 1857.

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

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

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

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1857.

