



ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. clxxix.

An Act for vesting the *Hay* Railway in the *Hereford, Hay, and Brecon* Railway Company, and for dissolving the *Hay* Railway Company, and for other Purposes. [6th August 1860.]

WHEREAS by an Act of the 51st Year of *George* the Third, Chapter 122, (Local and Personal,) intituled *An Act for making and maintaining a Railway from or near the public Wharf of the Brecknock and Abergavenny Canal in the Parish of St. John the Evangelist in the County of Brecon to or near to a certain Place called Parton Cross in the Parish of Eardisley in the County of Hereford,* (in this Act called the Act of 1811,) a Company were incorporated by the Name of the *Hay* Railway Company (in this Act called the Company), and were authorized to make and maintain a Railway or Tramroad, to be called the *Hay* Railway, from the public Wharf of the *Brecknock and Abergavenny* Canal in the Parish of *St. John the Evangelist* in the County of *Brecon* to *Parton Cross* in the Parish of *Eardisley* in the County of *Hereford*, and Works and Conveniences connected therewith, and to purchase and take Lands for the Purpose, and to raise a Capital of Fifty thousand Pounds in Shares of One hundred Pounds each, and, if necessary, an additional Sum of Fifteen thousand Pounds by Shares, or by borrowing on Promissory Notes, and also to raise a further Sum of Fifteen thousand Pounds on Mort-

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c. cxxii.

*Hay Railway Act, 1860.*52 G. 3.
c. cvi.22 & 23 Vict.
c. lxxxiv.

gage: And whereas further Provision with respect to the Company was made by an Act (Local and Personal) of the 52nd Year of *George the Third*, Chapter 106. (in this Act called the Act of 1812): And whereas the Company accordingly made the *Hay* Railway, and raised a Capital of Forty-two thousand five hundred Pounds in Four hundred and twenty-five Shares of One hundred Pounds each, and borrowed divers Sums of Money: And whereas the Capital of the Company now consists of Forty-two thousand eight hundred Pounds in Four hundred and twenty-eight Shares of One hundred Pounds each, which are all fully paid up: And whereas the Company have no Mortgage or Bond Debt: And whereas by the *Hereford, Hay, and Brecon* Railway Act of 1859 (in this Act called the Act of 1859) the *Hereford, Hay, and Brecon* Railway Company (in this Act called the *Hereford* Company) were incorporated, and were authorized to make and maintain a Railway commencing at or near to the Town of *Brecon* and in the Parish of *St. John the Evangelist* in the County of *Brecon*, and terminating near to the City of *Hereford* by a Junction with the *Shrewsbury and Hereford* Railway in the Parish of *Holmer* in the County of *Hereford*, and in order thereto to enter upon, take, and use Lands, including Parts of the *Hay* Railway and Lands of the Company; but it was provided (Section 18) that it should not be lawful for the *Hereford* Company to enter upon, take, or use any of the Lands or Property of the Company without the previous Consent in Writing of the Company under their Common Seal: And whereas the taking by the *Hereford* Company of the Portions of the *Hay* Railway and Lands of the Company which by the Act of 1859 the *Hereford* Company are authorized to take would be prejudicial to the *Hay* Railway: And whereas if the *Hay* Railway and the Lands of the Company were the Property of the *Hereford* Company Parts thereof might with Advantage to the Public as well as to the *Hereford* Company be made use of, under the Powers and Provisions of the Act of 1859, for Purposes of the *Hereford* Railway by that Act authorized: And whereas the Company and the *Hereford* Company respectively are willing and it is expedient that the *Hay* Railway and the Property of the Company be vested in the *Hereford* Company, according to the Provisions in that Behalf of this Act, and in order thereto Heads of Arrangement, a Copy of which is given in the Schedule to this Act annexed, have been entered into on behalf of those Two Companies, and it is expedient that those Heads of Arrangement be confirmed and carried into effect according to the Provisions in that Behalf of this Act: And whereas by the *Mid-Wales* Railway (Extension) Act, 1860, the *Mid-Wales* Railway Company is (amongst other things) authorized to construct a Railway, therein called Number 4., commencing by a Junction with the authorized Line of the *Hereford, Hay, and Brecon* Railway in the Parish of *Aberllyfin*, and terminating near the East End of a Tunnel on the *Hay* Railway in the Parish of *Llanfihangel-tal-y-llyn*, and the *Mid-Wales* Railway Company may require to take and use a considerable Portion of the said *Hay* Railway
in

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in and for the Construction of the said Railway No. 4.: And whereas by the *Brecon and Merthyr Railway (Extensions) Act, 1860*, the *Brecon and Merthyr Tydvil Junction Railway Company* is (amongst other things) authorized to construct certain Railways and Works therein described, and that Company may require to take and permanently use another and considerable Portion of the said *Hay Railway* in and for the Construction of their said intended Railways and Works, or some of them: And whereas it is expedient that Provision be made for the winding up of the Affairs and the Dissolution of the Company: And whereas it is expedient that when the *Hay Railway* is vested in the *Hereford Company* they be authorized to appropriate and use Parts thereof for the Purposes of the *Hereford Railway*, and to discontinue the User of Parts thereof, and to maintain and work the Parts thereof from Time to Time not so appropriated or discontinued, but subject to the Provisions herein-after contained: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

I. This Act may for all Purposes be cited as "*Hay Railway Act, 1860.*" Short Title.

II. "The Lands Clauses Consolidation Act, 1845," except Sections 127 to 131 thereof, both inclusive, and "The Railways Clauses Consolidation Act, 1845," (save so far as any of the Clauses or Provisions thereof respectively are by this Act expressly excepted or varied,) are respectively incorporated with this Act. Parts of 8 & 9 Vict. cc. 18. and 20. incorporated.

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 excluded by the Subject or Context. Same Meanings to Words in incorporated Acts and this Act.

IV. In the Interpretation of this Act the following Expressions have the following Meanings; (that is to say,) "*Hay Shares*" means now existing Shares of One hundred Pounds each of the Capital of the Company; "*Hay Shareholders*" means registered Holders of *Hay Shares*; "*Hereford Shares*" means Shares of Twenty Pounds each of the present Capital of the *Hereford Company*. Interpretation of Terms.

V. This Act shall commence and have Effect on and after the Third *Wednesday* next after the passing thereof. Commencement of Act.

VI. Subject to the Provisions of this Act, the Heads of Arrangement as set forth in the Schedule to this Act annexed are by this Act confirmed, and may and shall be carried into full Effect. Heads of Arrangement in Schedule confirmed.

VII. After

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Railway and
Property of
Company
vested in
Hereford
Company.

VII. After the Commencement of this Act, and upon the Execution by the Company to the *Hereford* Company of a Deed of Conveyance, in which the Consideration for the same, whether of the *Hereford* Shares to be allotted for that Purpose by the *Hereford* Company in the Manner authorized and directed by this Act, or of Money, or otherwise, shall be fully and truly stated and set forth, and such Deed being duly stamped for denoting the proper *ad valorem* Stamp Duty in respect of such Consideration, all the Railway Stations and other Works and Conveniences, Lands, Buildings, Estates, Plant, Stock, Property, Effects, Choses in Action, Claims and Demands whatsoever, (except only Monies and Securities for Money and Credits,) of or to which the Company, by virtue of the Acts of 1811 and 1812, or otherwise howsoever, were immediately before the Commencement of this Act seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act vested in the *Hereford* Company as Part of their original Undertaking, but subject to all Liabilities, Claims, and Demands affecting the same, or affecting the Company in respect thereof, save only that as between the Two Companies the Company shall pay, satisfy, or discharge and shall indemnify the *Hereford* Company against all the Liabilities of the Company under Contract or Tort.

Hereford
Company to
represent
Company.

VIII. From and after the Commencement of this Act, and except as is by this Act otherwise expressly provided, the *Hereford* Company shall to all Intents and Purposes, with respect to the Railway and Property of the Company by this Act vested in the *Hereford* Company, represent the Company as if the Company and the *Hereford* Company had originally been and had continued without Intermission to be one and the same Body.

Hereford
Company
to perform
Duties of
Company.

IX. From and after the Commencement of this Act, and except as is by this Act otherwise expressly provided, the *Hereford* Company shall, with respect to the Railway and Property of the Company, other than such Parts thereof as are not by this Act vested in the *Hereford* Company, be subject to all Duties, Obligations, and Liabilities to which the Company immediately before the Commencement of this Act were or but for this Act would become subject, and shall indemnify the Shareholders, Directors, Officers, and Servants of the Company, and their respective Representatives, from all such Duties, Obligations, and Liabilities, and all Costs, Damages, and Expenses in that Behalf.

List of Hay
Share-
holders to
be delivered
to Hereford
Company.

X. On or before the First Day of *January* One thousand eight hundred and sixty-two the Company shall deliver to the *Hereford* Company a correct List in Writing, under the Common Seal of the Company, of the then *Hay* Shareholders, and shall distinguish in the List the Number of *Hay* Shares held by every *Hay* Shareholder, and also the Number of his *Hay* Shares in respect of which he elects to take *Hereford* Shares, or (as the
Case

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Case may be) to accept Payment as by this Act respectively provided, and the List shall specify the Name, Description, and Address of every *Hay* Shareholder.

XI. The List shall be made in Duplicate, and One Part thereof shall be retained by the Company. List to be in Duplicate.

XII. On or before the Fifth Day of *June* One thousand eight hundred and sixty-two the *Hereford* Company shall allot to every *Hay* Shareholder appearing by the List to have elected to take *Hereford* Shares Two *Hereford* Shares in respect of every One *Hay* Share for which he appears by the List to have elected to take *Hereford* Shares, and shall also pay to him in respect of every such One *Hay* Share the Sum of Two Pounds Eight Shillings, being equivalent to Interest at the Rate of Four Pounds *per Centum per Annum* on the Sum of Twenty Pounds from the Sixth Day of *June* One thousand eight hundred and fifty-nine to the Sixth Day of *June* One thousand eight hundred and sixty-two, and the *Hereford* Shares so allotted shall be deemed to be fully paid up; and the several *Hay* Shareholders to whom the same respectively are so allotted shall, according to their respective Names, Descriptions, and Addresses specified in the List, be registered in the Books of the *Hereford* Company as Holders of fully paid-up *Hereford* Shares accordingly. Allotment of Hereford Shares, and Payment of Interest to Hay Shareholders.

XIII. On or before the Fifth Day of *June* One thousand eight hundred and sixty-two the *Hereford* Company shall pay to every *Hay* Shareholder appearing by the List to have elected to accept Payment the Sum of Twenty Pounds, with Interest after the Rate of Four Pounds *per Centum per Annum* thereon, from the Sixth Day of *June* One thousand eight hundred and fifty-nine to the Day of Payment, in respect of every One *Hay* Share for which he appears by the List to have elected to accept Payment. Payment for Shares to Hay Shareholders.

XIV. The several Payments to be made in accordance with this Act by the *Hereford* Company to the *Hay* Shareholders appearing by the List respectively shall be made, on the Application of those *Hay* Shareholders respectively to the *Hereford* Company for the same, or may be made by Drafts on the Treasurer of the *Hereford* Company sent by Post as registered Letters to those *Hay* Shareholders respectively, according to their respective Addresses in the List; and every Payment so made by Draft sent by Post shall, in favour of the *Hereford* Company, with respect to the Payment of Interest, be deemed to be made to the respective *Hay* Shareholder on the Second Day after the Day on which the Letter in due Course of Delivery ought to reach the Place to which it is addressed. Mode of Payment to Hay Shareholders.

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Hereford Company to make Allotments and Payments before entering on Lands of Company.

XV. Provided always, That, unless and until the *Hereford* Company make the Allotments and Payments to the *Hay* Shareholders appearing by the List to be respectively made in accordance with this Act, the *Hereford* Company shall not be entitled to enter upon, take, or use any of the Lands or Property of the Company without or otherwise than in accordance with their previous Consent in Writing under their Common Seal.

Dividends on Hereford Shares allotted.

XVI. Every Person who becomes entitled to a *Hereford* Share allotted in accordance with this Act shall in respect of the same be a Shareholder of the *Hereford* Company as the Holder of ordinary Capital of the *Hereford* Company, and shall be entitled to a Dividend with the other Holders of the ordinary Capital of the *Hereford* Company proportioned to the whole Amount from Time to Time deemed according to this Act to be paid on the *Hereford* Share.

Hereford Directors to issue Certificate of Hereford Shares allotted to Hay Shareholders.

XVII. The Directors of the *Hereford* Company shall from Time to Time, when thereunto requested, issue to the Holders of the *Hereford* Shares allotted in accordance with this Act to them respectively Certificates thereof: Provided always, that the *Hereford* Company shall not be bound to issue to the Holder of any *Hereford* Share so allotted any Certificate thereof unless or until he deliver to the Directors of the *Hereford* Company, to be cancelled by them, or show to their Satisfaction the Loss or Destruction of the Certificate of the *Hay* Share in respect of which the *Hereford* Share is so allotted.

Hereford Directors may require Certificates of Hay Shares to be exchanged for Certificates of Hereford Shares.

XVIII. The Directors of the *Hereford* Company, if and when they think fit, may require the several Holders of the *Hay* Shares in respect of which *Hereford* Shares are so allotted to exchange their respective Certificates of the *Hay* Shares for Certificates of the *Hereford* Shares.

Certificates of Hay Shares to be available till Certificates of Hereford Shares issued.

XIX. Provided always, That until the Directors of the *Hereford* Company issue a Certificate of a *Hereford* Share so allotted the Certificate of the *Hay* Share in respect of which the *Hereford* Share is so allotted shall be available for evidencing the Ownership of the *Hereford* Share so allotted.

Application of Monies raised under this Act.

XX. All and every Part of the Money raised under this Act shall be applied only for Purposes authorized by this Act.

Company to wind up their Affairs.

XXI. The Company shall forthwith proceed to wind up their Affairs, and after the Payment, Satisfaction, or Discharge of all the Debts and Liabilities of the Company shall distribute and pay the net Monies (if any) of the Company to and among the several Persons who on the Sixth Day of *June* One thousand eight hundred and sixty-two
are

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are the Shareholders of the Company, according to their respective Shares, or to their respective Executors, Administrators, Successors, or Assigns.

XXII. The net Monies so distributed by the Company may be paid to the Persons whose Receipts would, if the net Monies so distributed were Dividends on Shares of the Company, be sufficient Discharges for the same. Distribution of net Assets of Company.

XXIII. Provided always, That where the Company are for Twelve Months after the Period for the Distribution of their net Monies unable, after diligent Inquiry, to ascertain the Person to whom any Part thereof ought to be paid, the Company may pay the same into the Court of Chancery, under any Act from Time to Time in force for the Relief of Trustees; and every such Payment into Court shall conclusively discharge the Company from all further Liability with respect to the net Monies so paid, and for the Purposes of this Act shall be deemed Payment thereof to a Person absolutely entitled thereto; and any Person afterwards showing to the Satisfaction of the Court that he is entitled thereto may obtain Payment thereof out of Court accordingly. Payments into Court by Company.

XXIV. When and so soon as all the net Monies (if any) of the Company are distributed and paid according to this Act, and all Claims on the Company are fully paid, satisfied, or discharged, the Company shall by this Act be dissolved and cease to exist. Final Dissolution of Company.

XXV. With respect to such Parts of the *Hay* Railway and the Lands of the Company by this Act vested in the *Hereford* Company as, by the Act of 1859, the *Hereford* Company are authorized to take and use, they from Time to Time may appropriate and use the same for the Purposes of that Act accordingly, and without making any Compensation in that Behalf to the Company. Appropriation and User by Hereford Company of Parts of Hay Railway.

XXVI. The *Hereford* Company from Time to Time may discontinue the working and User of all or any Parts of the *Hay* Railway, and the Works and Conveniences thereof, as they think fit: Provided always, that the working and User of so much of the *Hay* Railway as extends from the Termination of the Line on the public Wharf of the Company of Proprietors of the *Brecknock and Abergavenny* Canal Navigation and a Point on such Railway Three Furlongs South-westward of *Hay Bridge* shall not be discontinued unless there shall be provided either over the *Hay* Railway or other Lines Means of Railway Communication between that Wharf and the before-mentioned Point. Discontinuance of User of Parts of Hay Railway.

XXVII. Subject to the Provisions of this Act, the *Hereford* Company, after the Commencement of this Act, and as representing the Company, may maintain, regulate, work, and use all or any Parts of the *Hay* Railway, Maintenance and working of Hay Railway by

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Hereford
Company.

way, and the Works and Conveniences thereof, and may demand and take the several Tolls and Rates by the Acts of 1811 and 1812, or either of them, authorized, and those Acts respectively accordingly shall be read and have Effect as if they had been passed with respect to the *Hereford* Company instead of with respect to the Company: Provided always, that the *Hereford* Company shall not use any Locomotive Engine or Atmospheric Agency or Rope in connexion with a Stationary Engine at any Point where the *Hay* Railway crosses any public Carriage Road on the Level without further Authority from Parliament.

Part of the
Hay Railway
to be trans-
ferred to the
Mid-Wales
Railway
Company.

XXVIII. So much of the *Hay* Railway and Property of the *Hay* Railway Company as is not included within the Limits of Deviation shown on the deposited Plans of the Railway authorized by the Act of 1859, and as the *Mid-Wales* Railway Company require and are authorized to take for the Construction of their Railway and Works, shall, on the Requisition of the *Mid-Wales* Railway Company under the Hand of their Secretary, delivered or sent to the *Hereford* Company, and upon Payment as herein-after prescribed, be transferred and conveyed to the *Mid-Wales* Railway Company by the *Hereford* Company, and the Price to be paid by the *Mid-Wales* Railway Company for such Transfer and Conveyance shall, in case of Difference, be determined in manner provided by the Lands Clauses Consolidation Act, 1845, with reference to Cases of disputed Compensation; and thereupon it shall be lawful for the *Mid-Wales* Railway Company to convert such Part of the *Hay* Railway, and incorporate the same into their Undertaking, anything in this Act to the contrary notwithstanding: Provided that such Transfer or Conveyance as aforesaid shall be by Deed duly stamped, in which the Consideration for the same shall be fully and truly stated and set forth.

Part of the
Hay Rail-
way to be
transferred
to the Brecon
and Merthyr
Tydvil
Junction
Railway
Company.

XXIX. So much of the *Hay* Railway and Property of the *Hay* Railway Company as the *Brecon and Merthyr Tydvil Junction* Railway Company require and are authorized to take for the Construction of their Railway and Works shall, upon Payment, as herein-after prescribed, be transferred and conveyed to the *Brecon and Merthyr Tydvil Junction* Railway Company by the *Hereford* Company, and the Price to be paid by the *Brecon and Merthyr Tydvil Junction* Railway Company for such Transfer and Conveyance shall, in case of Difference, be determined in manner provided by the Lands Clauses Consolidation Act, 1845, with reference to Cases of disputed Compensation; and it shall be lawful for the *Brecon and Merthyr Tydvil Junction* Railway Company to convert such Part of the *Hay* Railway, and incorporate the same into their Railway, anything in this Act to the contrary notwithstanding; provided that such Conveyance as aforesaid shall be by Deed duly stamped, in which the Consideration for the same shall be fully and truly stated and set forth.

XXX. From

Hay Railway Act, 1860.

XXX. From and after the Transfer and Conveyance by the *Hereford* Company to the *Mid-Wales* Railway Company or the *Brecon and Merthyr Tydvil Junction* Railway Company respectively of the Portions of the *Hay* Railway which those Companies are respectively authorized to purchase, the Provisions of this Act shall cease to be obligatory on the *Hereford* Company with respect to the Portion or Portions so transferred and conveyed.

On Transfer, Obligations of Hereford Company cease as to Portions transferred.

XXXI. The *Hereford* Company from Time to Time may, according to the Provisions of this Act, sell and dispose of, to such Persons, for such Purposes, at such Times, for such Considerations, and on such Terms and Conditions whatsoever as they think fit, all such Parts of the *Hay* Railway and the Lands and other Property of the Company by this Act vested in the *Hereford* Company as from Time to Time are not appropriated, in accordance with this Act, for the Purposes of the Act of 1859, and are not required for the working or User of such Parts, if any, of the *Hay* Railway as from Time to Time are worked or used by the *Hereford* Company, and are not transferred and conveyed, in accordance with this Act, to the *Mid-Wales* Railway Company and the *Brecon and Merthyr Tydvil Junction* Railway Company respectively.

Sale of Parts of Property of Company vested in Hereford Company.

XXXII. Subject to the Provisions of this Act, the Owners of the Lands, other than public Roads, adjoining to the *Hay* Railway or Lands (any Lands divided therefrom only by a public Footpath being considered adjoining, and which Owners are in this Act referred to as adjoining Owners), shall be entitled, according to the Extent of the Frontage of their Lands against the *Hay* Railway or Lands, to the Option of purchasing the same, as by this Act provided.

Rights of adjoining Owners.

XXXIII. In order to enable the adjoining Owners to exercise their Option of Purchase, the *Hereford* Company shall serve on every adjoining Owner Notice in Writing, specifying the Portion of the *Hay* Railway or Lands which he is so entitled to purchase, and offering to treat for the Purchase of the same to him at a Price therein mentioned, and stating a Time, not being earlier than Four Weeks after the Day on which the Notice is served, within which the Offer must be accepted, and if it be not accepted within that Time, or the adjoining Owner do not within that Time accept the Offer, subject to an Arbitration as to the Price, the *Hereford* Company may dispose of that Portion when and as they think fit: Provided always, that where the *Hereford* Company agree with any adjoining Owner for the Sale to him of the Portion which he is so entitled to purchase, it shall not be necessary to make any such Offer thereof to him.

Option how exercised.

XXXIV. The Notices shall be served on the adjoining Owners in the Manner in which Notices are by the Sections 19 and 20 of the "Lands

Notices how served.

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Clauses

Hay Railway Act, 1860.

Clauses Consolidation Act, 1845," required to be served on Parties interested in or entitled to sell Land.

Declaration to be Evidence of Refusal.

XXXV. A Declaration made before a Justice by some Person not interested, stating that an Offer to sell a Portion of the *Hay* Railway and Lands was not accepted in accordance with this Act, or that the Person entitled to purchase was out of the Country, or could not, after diligent Inquiry, be found, or was not capable of entering into a Contract for the Purchase, shall in all Courts and legal Proceedings be sufficient Evidence of the Facts therein stated.

Arbitration in case of Dispute.

XXXVI. If any Difference arises between any adjoining Owner and the *Hereford* Company as to the Price to be paid for any Portion of the *Hay* Railway or Lands, the Difference shall be determined by the Arbitration of an able practical Surveyor who shall be appointed by Two Justices of either of the Counties of *Brecon* or *Hereford*, and his Decision shall be final and conclusive.

Appointment of Arbitrator, how made.

XXXVII. Two Justices having Jurisdiction where the Portion of the *Hay* Railway or Lands lies shall appoint the Surveyor, on Application by either Party, after Fourteen Days Notice to the other Party of the Time at which the Application is intended to be made, and after hearing any Party to the Difference who desires to be heard.

Costs of Arbitration.

XXXVIII. The *Hereford* Company shall pay all the Costs of and incident to any such Arbitration, unless the Arbitrator awards as the Price of any Land the same Sum as or a greater Sum than the Sum at which the *Hereford* Company offered to sell the same, in which Case each Party shall bear his own Costs incident to the Arbitration; and the Costs of the Arbitrator shall be borne by the Parties in equal Proportions, and in other respects all the Provisions of the "Lands Clauses Consolidation Act, 1845," with respect to Arbitration, shall apply.

Purchasers to be under the same Obligation as to Fences and otherwise as the *Hay* Railway Company were under prior to their Dissolution.

XXXIX. Provided always, That the Owner from Time to Time of any Portion of the *Hay* Railway or Land sold under this Act shall forthwith after the Completion of the Purchase make and at all Times thereafter maintain sufficient Fences for separating the Portion so purchased from the adjoining Lands, and protecting the same from Trespass; and all other Obligations of the Company with respect to the Portion so purchased, imposed by the Acts of 1811 and 1812, or either of them, on the Company, for the Accommodation of Owners and Occupiers of Lands adjoining the *Hay* Railway, shall, so far as may be, extend and apply to every such Owner, and in case of Difference the same shall be determined by Two Justices in manner provided by the "Railways Clauses Consolidation Act, 1845," with respect to Works for the Accommodation of Owners

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Owners and Occupiers of Lands adjoining the Railway; and the Owners and Occupiers of the Lands adjoining to the Portion of the *Hay* Railway and Land so purchased shall have the like Rights and Remedies against every Owner from Time to Time thereof as they might have against the Company if this Act were not passed.

XL. Provided always, That for preserving all Communications now lawfully subsisting between Lands on both Sides of the *Hay* Railway all Lands sold under this Act shall, notwithstanding the Sale, continue to be subject to all Rights of Way over, upon, and across the same, which before and at the Time of the passing of this Act might lawfully be exercised by the Owner or Occupier of any adjoining Land.

Rights of crossing Hay Railway by Owners and Occupiers of adjoining Land preserved.

XLI. Provided always, That in case where before the passing of this Act any Wharf adjoining to or connected with the *Hay* Railway was erected for the Purposes of Traffic upon the *Hay* Railway, the *Hereford* Company shall make to the Owner of the Wharf full Compensation for any Injury sustained by him in consequence of the Abandonment and stopping-up by the *Hereford* Company of the *Hay* Railway; and the Amount and Application of the Compensation shall be determined as is 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 in respect of Wharves.

XLII. Where any Road is carried across the *Hay* Railway by means of a Bridge over or a Tunnel under the same, which Bridge or Tunnel the Company would, if the *Hay* Railway were not abandoned, be liable to repair, either the Bridge or Tunnel shall, with the Permission of the Board of Trade, be removed, and the Road restored by the *Hereford* Company to a State as good as conveniently may be, to the Satisfaction (in case of Difference between the *Hereford* Company and the Owner or Persons having the Management of the Road) of an Engineer appointed by the Board of Trade, or the *Hereford* Company shall, in discharge of all Liability to keep the Bridge or Tunnel and the Roadway over or though the same in repair, pay to the Owner of the Road (if it be a private Road), or to the Trustees, Surveyors, or other Persons having the Management of the Road (if it be a Turnpike or other public Road), a Sum of Money, to be determined, in case of Difference, by Arbitration, as provided by "The Railways Clauses Consolidation Act, 1845," for the Settlement of Disputes by Arbitration.

Provision as to Roads.

XLIII. All Monies so paid to any such Trustees, Surveyors, or other Persons in respect of any Turnpike or other public Road shall be by them forthwith paid over to the Treasurer of the County in which the respective Bridge or Tunnel is situate, and shall be by him vested in Parliamentary or Government Securities; and the Income thereof shall, until

Application of Compensation.

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until Parliament otherwise provide, be applied in the Maintenance of that Bridge or Tunnel, as the Justices for the County in Quarter Sessions assembled order.

Repeal of
51 G. 3.
c. cxxii. and
52 G. 3.
c. cvi.

XLIV. If and when the *Hereford* Company, in accordance with this Act, discontinue the working and User of all such Parts of the *Hay* Railway as are not, in accordance with this Act, appropriated for the Purposes of the *Hereford* Railway, then, subject to the Provisions of this Act, the Acts of 1811 and 1812 shall thereupon be repealed.

General
Saving of
Rights under
repealed
Acts.

XLV. Notwithstanding the vesting of the *Hay* Railway and the Property of the Company in the *Hereford* Company, and the Dissolution of the Company, and the Repeal of the Acts of 1811 and 1812 respectively, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively, under or by the Acts of 1811 and 1812 or either of them, shall be as valid as if the vesting and Dissolution and Repeal respectively had not happened, and the vesting and Dissolution and 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 Demands, both present and future, which if the vesting and Dissolution and Repeal respectively had not happened would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, the *Hereford* Company shall to all Intents represent the Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Provisions of
other Acts
continued.

XLVI. Notwithstanding the vesting and Dissolution and Repeal respectively, all the Provisions of any and every Act of Parliament (other than the Acts of 1811 and 1812) relating to the Company, and their Directors, Officers, and Servants respectively, and on the Commencement of this Act in force, shall be of the like Force as if the vesting and Dissolution and Repeal respectively had not happened, and according to the Provisions and Intent of this Act may be exercised, enforced, and enjoyed by and against the Company or (as the Case may be) the *Hereford* Company, and their respective Directors, Officers, and Servants respectively, in as full and beneficial a Manner, to all Intents, as the same respectively might if this Act were not passed be exercised, enforced, and enjoyed by and against the Company, and their respective Directors, Officers, and Servants respectively.

Contracts,
&c. pre-
served.

XLVII. Notwithstanding the vesting and Dissolution and Repeal respectively, all Purchases, Sales, Conveyances, Mortgages, Bonds, Deeds,

Hay Railway Act, 1860.

Deeds, Promissory Notes, Securities, and Contracts before the Commencement of this Act made, under the Acts of 1811 and 1812, or either of them, or with respect to the Purposes thereof, shall, according to the Provisions and Intent of this Act, be effectual to all Intents for, against, and with reference to the Company or (as the Case may be) the *Hereford* Company, and may be proceeded on and enforced accordingly and with respect to the *Hereford* Company in like Manner and to all Intents as if they had been party or privy thereto, or referred to therein, instead of the Party actually party or privy thereto, or referred to therein.

XLVIII. Notwithstanding the vesting and Dissolution and Repeal respectively, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the Commencement of this Act shall not abate or be discontinued or prejudicially affected by this Act, but, on the contrary, shall, according to the Provisions and Intent of this Act, continue and take effect both in favour of and against the Company or (as the Case may be) the *Hereford* Company in the same Manner to all Intents as if this Act were not passed, save only that, where requisite, the *Hereford* Company shall be substituted therein for the Company. Actions not to abate, &c.

XLIX. Notwithstanding the vesting, all Persons who immediately before the Commencement of this Act owed any Money to the Company under the Acts of 1811 and 1812 or either of them, 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 Monies which immediately before the Commencement of this Act were owing by or recoverable from the Company under the Acts of 1811 and 1812 or either of them, or for the Payment of which they were or but for this Act 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. Debts, &c. to be paid.

L. Notwithstanding the vesting and Dissolution and Repeal respectively, all Tolls, Rates, Dues, or Duties immediately before the Commencement of this Act due and payable or accruing to the Company shall be payable to and may be collected and received by the *Hereford* Company. Tolls, &c. to be paid.

LI. Notwithstanding the vesting and Dissolution and Repeal respectively, all such Penalties, Damages, Monies, Costs, and Expenses as in case this Act were not passed would, under the Acts of 1811 and 1812 or either of them, become payable or recoverable by the Company or any other Person, shall be payable and recoverable in like Manner as if this Act were not passed, nevertheless the *Hereford* Company being substituted in that Behalf for the Company. Penalties to be recoverable.

[*Local.*]

30 X

LII. Not-

Hay Railway Act, 1860.

Byelaws,
Resolutions,
&c. con-
tinued.

LII. Notwithstanding the vesting and Dissolution respectively, all Byelaws of the Company under the Acts of 1811 and 1812 respectively, which immediately before the Commencement of this Act were in force, shall, but subject to the Provisions of this Act, continue in full Force and be available for the Purposes of this Act.

Books, &c.
continued
Evidence.

LIII. Notwithstanding the vesting and Dissolution and Repeal respectively, all Documents, Books, and Writings by the Acts of 1811 and 1812 or either of them directed or authorized to be kept, and which if this Act were not passed would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Officer
continued.

LIV. Notwithstanding the vesting, every Officer and Servant appointed by virtue of or acting under the Acts of 1811 and 1812 respectively, with respect to the *Hay* Railway and the Works and Conveniences thereof, shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed for like Purposes an Officer and Servant of the *Hereford* Company, until he be removed from the Office and Employment, and he shall have the like Power and Authority for the Purposes of this Act with respect to the *Hay* Railway and the Works and Conveniences thereof, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed by the *Hereford* Company for those Purposes under this Act.

Interest not
to be paid on
Calls paid
up.

LV. The Company or the *Hereford* Company shall not, out of any Money by the Acts of 1811 and 1812 respectively, or the Act of 1859, or this Act, authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the *Hereford* Company from paying Interest on Money paid in anticipation of Calls, in conformity with "The Companies Clauses Consolidation Act, 1845."

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

LVI. The Company or the *Hereford* Company shall not, out of any Money by the Acts of 1811 and 1812 respectively, or the Act of 1859, or this Act authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament 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 respective Company to make any other Railway or execute any other Work or Undertaking.

Saving
Rights of
Mortgagees
and Cre-
ditors of the
Two Com-
panies.

LVII. This Act or anything therein shall not take away, lessen, or prejudice any of the Rights, Powers, Authorities, and Privileges of any of the Mortgagees, Bondholders, and other Creditors of the Company and the *Hereford* Company respectively.

LVIII. This

Hay Railway Act, 1860.

LVIII. This Act or anything therein contained shall not take away, lessen, or prejudice any Protection by the Acts of 1811 and 1812, or either of them, given to the Navigation of the River *Wye*, or to the Proprietors of the Bridge across the River *Wye* between *Whitney* and *Clifford*, or to the Lord of any Manor, or the Owner of any Lands. Saving of Protections under re-cited Act.

LIX. This Act or anything therein shall not exempt the *Hay* Railway, or the *Hereford, Hay, and Brecon* 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 Tolls for small Parcels and the maximum Rates of Fares and Charges by the Acts of 1811 and 1812 respectively and the Act of 1859 and this Act respectively authorized. Railways not exempt from Provisions of present and future General Acts.

LX. All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act shall be paid by the *Hereford* Company. Expenses of Act.

SCHEDULE referred to by the foregoing Act.

Heads of Arrangement between the Hay Railway Company and the Hereford, Hay, and Brecon Railway Company.

1st. The Railway, Lands, Property, and Effects of the Hay Company to be vested by Act of Parliament in the Hereford Company, with full Power for them to appropriate, use, sell, and dispose of the same.

2nd. In consideration of such vesting, the Hereford Company to allot to every Shareholder of the Hay Company in respect of every One hundred Pound Share of the Capital of the Hay Company held by him Two fully paid-up Shares of Twenty Pounds each of the Capital of the Hereford Company; and to pay to him on such Allotment, and by way of Interest, the Sum of Two Pounds Eight Shillings, or, at his Option, instead of such Allotment and Payment, to pay to him in respect of every such One hundred Pound Share the Sum of Twenty Pounds, with Four Pounds per Centum per Annum Interest thereon from the Sixth Day of June One thousand eight hundred and fifty-nine up to the Day of Payment.

3rd. If the Hereford Company repay to the Hay Company any Sums expended by them after the Sixth Day of June One thousand eight hundred and fifty-nine on Repairs of the Hay Railway, the Amount

Hay Railway Act, 1860.

so repaid to be deducted rateably from the Interest so payable by the Hereford Company to the Shareholders of the Hay Company; and the Profits of the Hay Company from the Sixth Day of June One thousand eight hundred and fifty-nine to belong to the Hereford Company.

4th. The Hereford Company to apply for and use their best Exertions to obtain in One thousand eight hundred and sixty an Act for giving full Effect to these Heads of Arrangement, with all proper incidental Provisions, and, if requisite, to renew the Application in One thousand eight hundred and sixty-one.

5th. The Hay Company to consent to and assist the respective Application, but only if the Provisions of the Bill are consistent with and sufficient for the Purpose of carrying into effect the Objects of these Heads of Arrangement.

6th. The Hereford Company to bear and pay all Expenses of and incidental to the applying for and obtaining of the Act, and the carrying of these Heads of Arrangement in all respects into effect.

(Signed) HENRY ALLEN,

Chairman of the Hay Railway Company.

J. WILLIAMS VAUGHAN,

Chairman of the Hereford, Hay, and Brecon Railway Company.

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