

ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. clxxvii.

An Act for authorizing the Brecon and Merthyr Tydfil Junction Railway Company to make a Deviation and a new Line of Railway, and to abandon Part of an authorized Railway, and for making further Provision with respect to other Undertakings and Companies in which such Company is interested; and for other Purposes. [12th August 1867.]

HEREAS by "The Brecon and Merthyr Junction Railway Act, 1859," the Brecon and Merthyr Tydfil Junction Railway Company (in this Act called "the Company") Brecon and were incorporated: And whereas the Acts following relating to the Merthyr Company have since been passed; (that is to say,) The Brecon and Junction Merthyr Railway (Extensions) Act, 1860; The Brecon and Merthyr Railway. Railway (Capital) Act, 1861; The Brecon and Merthyr Railway (Extensions) Act, 1861; The Brecon and Merthyr Railway Act, 1862; The Brecon and Merthyr Railway Act, 1863; The Rumney and Brecon and Merthyr Railways Act, 1863; The Brecon and Merthyr Railway Act (No. 1.), 1864; The Brecon and Merthyr Railway 31 Y[Local.]

Recital of Acts respecting

Railway (New Lines) Act, 1864; The Brecon and Merthyr Railway (Various Powers) Act, 1865 (in this Act called "the Company's Union Act"); The Brecon and Merthyr Railway (Amalgamation) Act, 1865 (in this Act called "the Hereford Amalgamation Act") And whereas under the First Nine recited Acts the Undertaking of the Company consisted of their general Undertaking and their separate Undertaking, and they had a separate and distinct Capital and separate and distinct Borrowing Powers with respect to each those Undertakings: And whereas by the Company's Union Act Provision was made for the Union of the Company's general Undertaking and separate Undertaking into One united Undertaking, and for the Consolidation of all the Company's Capital into Capital of the united Undertaking, and so that all Shares or Stock of the Company entitled to any Preference or Priority of Interest or Dividend, and created before the Union of the Two Undertakings, should have Priority according to the respective Dates of the Acts authorizing their Creation, and all Mortgages of the Company should become Charges on their united Undertaking, and have Priority according to the respective Dates of the Acts authorizing the same, but (Section 8.) divers Rights of Shareholders of the Rumney Railway Company were saved: And whereas at an Extraordinary General Meeting of the Shareholders of the separate Undertaking of the Company, and at an Extraordinary General Meeting of the Share. holders of the general Undertaking of the Company, respectively held on the First Day of August One thousand eight hundred and sixty, five, Resolutions for the Union of the separate Undertaking and the general Undertaking of the Company were passed, and thereupon the Union of those Undertakings into One united Undertaking of the Company, and the Consolidation of all the Capital of the Company into One united Capital, and the Charge of all the Mortgage Debt of the Company on their united Undertaking, took effect: And whereas by "The Hereford, Hay, and Brecon Railway Act, 1859," the Hereford, Hay, and Brecon Railway Company (in this Act called "the Hereford Company") were incorporated: And whereas the Acts following relating to the Hereford Company have since been passed; (that is to say,) The Hereford, Hay, and Brecon Railway (Deviation), 1860; The Hay Railway Act, 1860; The Hereford, Hay, and Brecon Railway Act, 1862; The Hereford, Hay, and Brecon Railway Act, 1863: And whereas, inclusive of the authorized Capital and Loan of the Hereford Company, the authorized Capital and Loan of the Company are as appears by the First Schedule to this Act annexed: And whereas more than One Half of the Share Capital of the Company has been paid up, and it is expedient that the Company be authorized to raise their authorized Preferential Capital of Five hundred and seventy thousand five hundred Pounds in Ten Sums of Fifty thousand Pounds each and One Sum of Seventy thousand five

protective main entre for the condition in a revilled and the five

Recital of Acts respecting the Hereford, Hay and Brecon Railway.

five hundred Pounds, and to borrow on Mortgage in respect of each of those Sums Part of the One hundred and ninety thousand Pounds authorized as Loan in respect of that authorized Preserential Capital: And whereas it is expedient that the Company may be authorized to apply their Funds to the Purposes of this Act: And whereas it is expedient that the Company be authorized, subject to the Provisions of this Act, to make and maintain the Rumney New Junction by this Act authorized, and to substitute the Rumney West Fork Deviation for a Portion of the authorized Railway of the Company: And 30 & 31 Vict. whereas a Bill is now depending in Parliament under the Short Title c. exiii. of 'The London and North-western Railway (New Lines, &c.) Bill," whereby it is proposed to authorize the Construction of a Railway in such Bill, and herein-after in this Act called "The Dowlais Extension Railway," extending from an authorized Line of the Rhymney Railway Company to the Dowlais Junction Railway of the Company: And whereas, in order to avoid the Duplication of Lines in the same District, the London and North-western Railway Company and the Company have entered into the Agreement set forth in the Second Schedule to this Act annexed, and it is expedient that it be confirmed and Effect given thereto by the Provisions of this Act: And whereas it is expedient that the Company be authorized to abandon the making of the Portion of Railway by this Act authorized to be abandoned: And whereas it is expedient that the Company be authorized to purchase compulsorily Lands for the Purposes following; (that is to say,) (a.) For the Railways by this Act authorized; (b.) For Stations, Sidings, and other Works and Purposes of the Company's Undertaking: And whereas by "The Brecon 27 & 28 Vict. and Merthyr Railway (New Lines) Act, 1864," Three Years after c. ccciv. the passing of that Act (which passed on the Twenty-ninth Day of July One thousand eight hundred and sixty-four) was limited as the Period for the compulsory Purchase of Lands for and Five Years was limited as the Period for the Completion of the Railway secondly described in Section 7. of that Act (the Pontlottyn Junction), and the Railway thirdly described in that Section (the Ystrad Junction), and it is expedient that those Periods be extended: And whereas by 28 & 29 Vict. "The Brecon and Merthyr Railway (Various Powers) Act, 1865," e. celxxxv. Two Years after the passing of that Act (which passed on the Fifth Day of July One thousand eight hundred and sixty-five) was limited as the Period for the compulsory Purchase of Lands for and the Completion of the Railway first described in Section 35. of that Act (the Ivor Junction), and the Railway secondly described in that Section (the Dowlais Junction), and it is expedient that that Period be extended: And whereas it is expedient that the Company and the Great Western Railway Company, as Owners of the Newport, Abergavenny, and Hereford Railway, be authorized to make the Agreement by this Act authorized with respect to an additional Junction between that Railway and the Hereford Railway, and incidental Matters: And whereas

c. ccexiii.

29 & 30 Vict. by "The Vale of Crickhowell Railway Act, 1866," (which passed on the Thirtieth Day of July One thousand eight hundred and sixty-six,) an Agreement between the Company and the Vale of Crickhowell Railway Company (in this Act called "the Crickhowell Company"), the Terms and Conditions of which appear by the First Schedule to the reciting Act annexed, was confirmed, and under that Agreement it is requisite that the Company, in order to obtain the Benefits thereof, should within Twelve Months after the passing of that Act double their authorized Line (except the Tunnel) between Talybont and Brecon Station, and complete their Line to join the Neath and Brecon Railway at Brecon, and should double their Line between the Brecon Station and the Neath and Brecon Railway so soon as the Neath and Brecon Railway is doubled between Defynock and its Junction at Brecon: And whereas the Company have completed their Line to its authorized Junction with the Neath and Brecon Railway, and the Crickhowell Railway Company have not yet commenced the Construction of any Portion of their Undertaking: And whereas it is expedient that that Period of Twelve Months so limited be extended: And whereas it is expedient that the Period of Twelve Months after the passing of that Act, during which by Section 35. of that Act the Powers of that Act with reference to so much of the Railway by that Act authorized as lies West of the Brecon and Merthyr Tydfil Junction Railway are suspended, be extended: And whereas it is expedient that the other Provisions with respect to the Company be made: And whereas Plans and Sections of the Railways by this Act authorized showing the Lines and Levels, thereof respectively, Plans also showing the Lands to be taken under the Powers of this Act, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited for the Purposes of this Act with the respective Clerks of the Peace for the Counties of Monmouth, Glamorgan, and Hereford, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

11 - A 8 8 1 1 8

Short Title. 1. This Act may for all Purposes be cited as "Brecon and Merthyr Railway Act, 1867."

8 & 9 Vict. cc. 16., 18. and 20., 23 & 24 Vict. c. 106., and

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

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

With

With respect to the Transfer and Transmission of Shares;

26 & 27 Vict. cc. 92. & 118. incorporated.

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

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

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

With respect to the borrowing of Money upon Mortgage;

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

With respect to the Consolidation of the Shares into Stock; and the Parts following of "The Companies Clauses Act, 1863," (that is to say,)

Part I. (relating to Cancellation and Surrender of Shares);

Part II. (relating to additional Capital);

and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and the Parts following of "The Railways Clauses Act, 1863," (that is to say,)

Part I. (relating to Construction of a Railway);

Part II. (relating to Extension of Time),

are (except where expressly varied by this Act) incorporated with and form Part of this Act.

3. The several Words and Expressions to which by the Acts in Same whole or in part incorporated with this Act Meanings are assigned Words in have in this Act the same respective Meanings, unless excluded by the Subject or Context:

And the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act or in any Act in whole or in part incorporated with this Act, shall for the Purposes of this Act be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute;

And the Expressions following have the Meanings following; (that is to say,)

"The Company" means the Brecon and Merthyr Tydfil Junction Railway Company:

"" The Company's Union Act" means "The Brecon and Merthyr Railway (Various Powers) Act, 1865:"

"The Hereford Amalgamation Act" means "The Brecon and Merthyr Railway (Amalgamation) Act, 1865."

incorporated Acts as in this Act. Interpretation of Terms.

[Local.]

Power to take Lands.

- 4. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use such of the Lands in that Behalf shown on the deposited Plans and specified in the deposited Books of Reference as are required for the Purposes following; that is to say, and the same and the same and the first that the same and t
- (a.) For the Railways and Works by this Act authorized:
 - (b.) For additional Stations, Sidings, and other Works and Purposes of the Company's Undertaking.

Power to make Railways and deposited Plans.

5. Subject to the Provisions of this Act, the Company from Time to Time may make and maintain in the Lines and in accordance with Works as in the Levels shown on the deposited Plans and Sections the Railways described in this Section, with all proper Sidings, Stations, Approaches, Works, and Conveniences connected with those Railways, and all incidental Works and Conveniences; and those Railways are the following Railways; that is to say,

(a.) Rumney West Fork Deviation—

A Deviation (One Mile and Two Furlongs or thereabouts in Length) of the authorized Line of the Railway first described in Section Seven of "The Brecon and Merthyr Railway (New Lines) Act, 1864," and therein distinguished as the Rumney West Fork, the Deviation to be wholly in the Parish of Gelligaer in the County of Glamorgan, and to commence by a Junction with that authorized Line, and to terminate by a Junction with the Eastern Curve Railway by "The Rhymney Railway (Northern Lines) Act, 1864," authorized:

(b.) Rumney New Junction—

A new Railway One Furlong and Nine Chains or thereabouts in Length (as an additional Junction Line), wholly in the Parish of Gelligaer, to commence by a Junction with the proposed Rumney West Fork Deviation, and to terminate by a Junction with the authorized Eastern Curve Railway.

Powers to make new Railways to cease in certain Events.

PORT OF THE PROPERTY OF THE PR

HEROS WINE

6. If the London and North-western Railway (New Lines) Bills shall pass into a Law previous to the First Day of October One thousand eight hundred and sixty-seven, and shall authorize the London and North-western Railway Company to make the Dowlais Extension Railway, then the Powers given by this Act to the Company to make the Rumney West Fork Deviation and the Rumney New Junction Railways shall be suspended for a Period of Two Years, and shall cease and determine if previous to the Expiration of that Period the London and North-western Railway Company give Notice in Writing to the Company of their Intention to proceed with the Dowlais Extension Railway, and on such Cessor and Determination the Sum deposited in the Court of Chancery for securing the Completion of the Rumney New Junction Railway shall, subject to any Lien thereon,

thereon, on Application by the Company to the Court of Chancery, be paid to the Company.

7. The Agreement called the Heads of Arrangement between the Confirma-Company and the London and North-western Railway Company set tion of forth in the Second Schedule to this Act is by this Act confirmed and Agreement in Second made binding on those Companies.

in Second Schedule.

8. The Agreement called the Heads of Arrangement between the Confirma-Company and the Great Western Railway Company set forth in the tion of Third Schedule to this Act is by this Act confirmed and made in Third binding on those Companies.

Schedule.

9. And whereas the Railways by this Act authorized are proposed For Proto pass through Lands belonging or reputed to belong to or occupied tection of by the Rhymney Iron Company contiguous to and used for the Pur-Rhymney pose of their Ironworks, and it is expedient that the special Pro- Iron Comvisions herein contained should be made with reference thereto: pany. Therefore between the Point on the deposited Plan of the Rumney West Fork Deviation marked Seven Furlongs and the Termination of that Railway shown on those Plans that Railway shall be made only upon a Centre Line, previously approved by the Rhymney Iron Company in Writing under the Hand of their Chairman or Secretary for the Time being, such Centre Line to be within the Limits of Deviation shown upon the said Plan.

- 10. It shall not be lawful for the Company, without the Consent No Lands in Writing of the Rhymney Iron Company under the Hand of their Chairman or Secretary for the Time being in every Instance first had and obtained,—
 - (A.) To take any more of the Lands now belonging to or occupied by the Rhymney Iron Company than shall be absolutely necessary for the Width of the said Lines of Railway with not exceeding Two Lines of Rails, and the Cuttings, Embankments, Fences, Viaducts, and Arches thereof respectively:
 - (B.) To bore, cut, or embank any of the Lands now belonging to or occupied by the Rhymney Iron Company which may not be necessarily taken by the Company for the Construction as herein authorized of the said Railways, and the Cuttings, Embaukments, Viaducts, and Arches thereof, or to lay any Spoil or Material upon such last-mentioned Lands, or dig or remove therefrom any Earth, Stone, Gravel, Sand, or other Materials, or construct any temporary or permanent Works upon such Lands, or enter upon, take, or use the same for any other Purpose:

of the Rhymney Iron Com. pany to be taken except for Two Lines of Railway and Works; Provision for Accommodation Works, &c.

(C.) To use, obstruct, or interfere with any Lands now belonging to or occupied by the Rhymney Iron Company for the Deposit of Soil or Rubbish (except so much thereof as may be necessary for the Site of a Double Line of Railway), or to alter or divert any Carriage or other Road, Railway, Tramway, Drain, Conduit, Watercourse, or Stream in or upon Lands from Time to Time belonging to or occupied by them, or to prevent the Rhymney Iron Company from using or enjoying the same, or any of them, in as full and ample a Manner as if this Act, had not been passed:

And the Company shall make and for ever thereafter keep in good Repair, to the reasonable Satisfaction of the Rhymney Iron Company, all such Roads and Bridges over, and all such Tunnels and other Communications under, and all such Crossings on the Level of those Parts of the said Railways which shall be formed upon any Lands now belonging to or occupied by the Rhymney Iron Company, and all such other Accommodation Works as shall effectually preserve to the Rhymney Iron Company the full and ample Use and Enjoyment of their said Works and Lands, and of all Roads, Railways, Tramroads, Drains, Watercourses, and Streams upon or connected therewith, so far as the same are interfered with by the Company's Works; and if the Company shall make any Default in this Behalf the Rhymney Iron Company may, after One Month's Notice to the Company in Writing, make or repair any such Work as the Company shall have omitted to make or repair, and may recover from the Company all Expenses of and incident thereto, and all Loss and Damages consequent upon every such Omission of the Company, in any Court of competent Jurisdiction.

cuted and repaired faction of the Ironworks Engineer, &c.

Such Works 11. All Works whatsoever which shall be executed by the Comto be exer pany within One hundred and twenty-five Yards in any Direction of the Pond or Reservoir of the Rhymney Iron Company, No. 39. on the to the Satis- deposited Plans, shall be executed only in strict Accordance with Plans and Sections, Drawings, and Specifications fully describing all the Works proposed to be executed within the specified Distance, and the Mode of Construction and Materials thereof, previously submitted to and approved by the Rhymney Iron Company under the Hands of their Chairman or Secretary for the Time being, and all such Works shall be executed and for ever repaired and maintained by the Company to the Satisfaction of the Principal Engineer for the Time being of the Rhymney Ironworks, and under his Superintendence, and so as to cause no Damage by Leakage or otherwise to the said Reservoir; and if the Company shall at any Time make default in properly repairing or maintaining those Works or any of them, the Rhymney Iron Company may from Time to Time and at all Times, as often as Need be, after One Month's Notice to the Company The state of the s

in Writing, repair and renew those Works in such Manner and with such Materials as they shall think necessary, and may recover from the Company all Expenses of and incidental thereto, and all Loss and Damage consequent on any Omission of the Company, in any Court of competent Jurisdiction.

12. The Water in the said Reservoir shall not be drawn off or Water of lowered during the Execution of the Works of the Company, and for Reservoir every Cubic Foot of Water or Water Space of the said Reservoir drawn off permanently displaced or occupied by the Works of the Company, or lowered. the Company shall, at their own Cost in all things, so enlarge, deepen, or extend the said Reservoir (in such Manner as shall be approved by the Rhymney Iron Company as aforesaid) as to give Six Cubic Feet of Water or Water Space in lieu thereof.

not to be

13. The Company shall not (except for the Purpose of making Land of the Working Surveys of the Railway) enter upon, take, or use any Land or Property belonging to or occupied by the Rhymney Iron Company until the Company have paid to that Company all Purchase Money and Compensation agreed upon, or otherwise ascertained and settled for the Land and Property belonging to or occupied by that paid. Company required for the Railways and Works authorized by this Act, or by "The Brecon and Merthyr Railway (New Lines) Act, 1864."

Rhymney Iron Company not to be taken until Compensation

14. For all Traffic of the Rhymney Iron Company carried by Traffic of the Company, or any Company or Person carrying Traffic by Agreement with the Company to or from any of the Rhymney Iron pany to be Company's Works over the Rumney West Fork Deviation and the carried at Rumney New Junction, or either of those Railways, or any Part Mileage Rates. thereof respectively, Mileage Rates only shall be charged irrespective of any Short-Distance Clause, and no greater Mileage or other Charge shall be made for such Traffic than the Company would have been entitled to make for the same if the Rumney West Fork Railway had been made without Deviation, and the Traffic had been carried over that Railway so made.

Rhymney Iron Com-

15. Except as is by this Act expressly provided, this Act or any- Saving the thing therein contained shall not take away, lessen, or prejudice any of the Rights, Privileges, Powers, or Authorities of the Rhymney Rhymney Iron Company.

Rights of the Iron Company.

16. The Expression "Rhymney Iron Company" in this Act shall have the same Meaning as is assigned to it by the Act of the Session of the Fourth and Fifth Years of Her Majesty, intituled An Act for regulating

Meaning of the Expression Rhymney Iron Com-

[Local.]

32 A

30° & 31° VICTORIÆ, Cap.clxxvii.

Brecon and Merthyr Railway Act, 1867.

regulating legal Proceedings by or against the Rhymney Iron Company, and for granting certain Powers thereto.

Power for Rhymney Railway Company Railways.

17. The Rhymney Railway, Company, their Officers and Servants, from Time to Time, for the Purposes of that Company's Traffic, may run over, work, and use, with their Engines and Carriages, the to work over Rumney West Fork Deviation Railway and the Rumney New Junction Railway by this Act authorized, and any Railway hereafter made in substitution for all or any Part of the same respectively, and also may use the Stations, Booking Offices, Sidings, Water Supply, and other Works and Conveniences connected with those respective Railways; and the Rhymney Railway Company may demand and take the same Tolls and Charges upon and in respect of the said Railways and Stations as the Company are authorized to take on those Portions of Railway.

Terms and Conditions of Exercise of the Powers.

n data tak anda dan diperkan kalik jarih dan diperkan di kira atinggilik di ji i i i i i i i i i i i i i i i i 18. The Rhymney Railway Company from Time to Time may exercise their Powers of running over, working, and using the Company's Railways for such Payments, and on such Terms, pecuniary and otherwise, and Conditions, and subject to such Regulations as the Company and the Rhymney Railway Company from Time to Time agree on, or as, failing their Agreement, are from Time to Time determined by a competent and impartial Person, on their or either of their Application, appointed by the Board of Trade to be the single Arbitrator in that Behalf.

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

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

Power for Company to borrow

20. The Company from Time to Time may borrow on Mortgage the Sum of One hundred and ninety thousand Pounds, by the Certificate

Certificate of the Board of Trade authorized, in Sums not exceeding in several in the whole the Sums following; (that is to say,)

(a.) With respect to every entire Sum of 50,000l., Part of the new Capital of 570,500l. by the Board of Trade's Certificates authorized to be raised, and as Part of that Sum of 190,000l.

Sums 190,000*l*. authorized by Board of Trade to be borrowed - 16,600 in One Sum.

(b.) With respect to the Sum of 70,500l., Residue of that authorized Capital of 570,500l., and as the Residue of that Sum of 190,000l. -

- 24,000

21. No Part of any Sum by this Act authorized to be borrowed Restrictions by the Company on Mortgage shall be borrowed until the whole of on borrowthe respective Capital with respect to which the borrowing is authorized is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under Section Forty of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the respective Capital has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of every separate Share of the respective Capital has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that the respective Capital was issued bonâ fide, and is held by the Subscribers or their Assigns, and that the Subscribers or their Assigns are legally liable for the same; and upon Production to the Justice of the Books of the Company, and of such other Evidence as he thinks sufficient, he shall grant a Certificate that the Proof has been given, which Certificate shall be sufficient Evidence thereof.

22. The Company's Mortgagees under this Act may enforce Arrears may Payment of Arrears of Interest or Principal, or Principal and Interest, be enforced due on their Mortgages, by the Appointment of a Receiver, and in ment of a order to authorize the Appointment of a Receiver in respect of Receiver for Principal, or Principal and Interest, the Amount of Principal due to the Mortgagees by whom the Application for a Receiver is made shall not be less than One Tenth Part of the aggregate Mortgage Debt.

by Appoint-Mortgagees.

23. All Mortgages before the passing of this Act granted by Existing the Company in pursuance of any Act of Parliament, and which at Mortgages the Time of the passing of this Act are subsisting, shall during the Priority. Continuance of those Mortgages have Priority over all Mortgages granted under this Act.

24. The Company from Time to Time may apply for any of the Application Purposes of this Act any Monies which they raise by Shares or Stock, of Monies for Purposes or of Act.

or by borrowing on Mortgage, and which are not by any other Act specially made applicable for any other Purpose, or are not required for the Purpose for which they are so made applicable: Provided always, that the Company shall appropriate and set apart Four thousand Pounds of the Share Capital which they are authorized to raise, and have not raised, for constructing the Rumney New Junction, and for the Purposes of this Act, with reference to the said Rumney New Junction, such Capital so set apart shall be deemed Capital by this Act authorized to be raised by means of Shares.

Power to appropriate Capital to Lines not commenced.

25. The Company may at the Time of the Issue of any Shares for raising any additional Capital which the Company have not raised, but are authorized to raise, by Resolution of a General Meeting of the Company direct the Application of any Part of that additional Capital to the Construction of any of the authorized Railways of the Company which have not been commenced, and may appropriate the net Profits arising upon the Railway so constructed to the Payment of Interest and Dividend on the Capital by means whereof it was constructed.

Deposit
Money not
to be repaid
until Line
opened, or
Half the
Capital paid
up and
expended.

26. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Three hundred and twenty Pounds, being Eight per Centum on Four thousand Pounds, the Amount of the Estimate of the Expense of the Rumney New Junction Railway by this Act authorized, has been deposited with the Court of Chancery in England in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said Act of the Ninth Year of Her present Majesty, the said Sum of Three hundred and twenty Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, 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 the said Act, or the Survivors or Survivor of them, unless the Company shall previously to the Expiration of the Period limited by this Act for the Completion of the Rumney New Junction Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares for the Purposes of that Junction, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall

shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the Sum so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred, by the Officer or Person in whose Name they shall then be 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 of Great Britain and Ireland; provided that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of Three hundred and twenty Pounds shall have been executed by the Company, with One or more Surety or Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor or Assistant Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for the Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Three hundred and twenty Pounds if the Company shall not within the Time limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the Solicitor or Assistant Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor or Assistant Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

27. The Quantity of Land to be under this Act taken by the Company by Agreement for the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres.

Lands for extraordinary Purposes.

Powers for compulsory Purchases limited.

28. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Period for Completion of Railways shown on Plans.

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

Power to abandon the making of Railway specified.

- 30. The Company shall abandon the making of the Railway following; (that is to say,)
 - So much of the Rumney West Fork, being the Railway first described in Section (7.) of "The Brecon and Merthyr Railway (New Lines) Act, 1864," as lies between the Commencement of the Rumney West Fork Deviation by this Act authorized and the authorized Termination of the Rumney West Fork.

Compensation for Damage to_ Land by Entry, &c. for Purposes of Railways abandoned.

31. The Abandonment by the Company under the Authority of this Act of any Railway or of any Portion of any Railway shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on the Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which has been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for the temporary Occupation, or for any Loss, Damage, or Injury sustained by the Owner or Occupier by reason thereof, or of the Exercise as regards the Land of any of the Powers contained in the last-mentioned Act, or in the Special Act authorizing the making of the respective Railway or Portion of Railway.

Compensacompletion of Furchase of Land for Railways abandoned.

32. Where before the passing of this Act any Contract was tion for Non- entered into or Notice given by the Company for the purchasing of any Land for the Purposes or in relation to any Railway or Portion of the Railway by this Act authorized to be abandoned, and which is not required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in the Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice; and the Amount and Application of the Compensation shall be determined in

manner

manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

33. The several Powers by "The Brecon and Merthyr Railway Extended (New Lines) Act, 1864," granted to the Company for the compulsory Purchase of Lands for the Purposes of the Railways following may be Lands for exercised before but shall not be exercised after the Expiration of Pontlottyn Three Years next after the passing of this Act; (that is to say,)

Period for Purchase of Junction and Ystrad

- (a.) The Pontlottyn Junction, being the Railway secondly de-Junction. scribed in Section (7.) of that Act:
- (b.) The Ystrad Junction, being the Railway thirdly described in that Section.
- 34. The several Powers by the Company's Union Act granted to Extended the Company for the compulsory Purchase of Lands for the Purposes Period for of the Railways following may be exercised before but shall not be Lands for exercised after the Thirty-first Day of December One thousand eight Ivor Junchundred and sixty-eight; (that is to say,)

Purchase of tion and Dowlais

- (a.) The Ivor Junction, being the Railway first described in Junction. Section (35.) of that Act:
- (b.) The Dowlais Junction, being the Railway secondly described in that Section.
- 35. The several Railways following may and shall be completed Period for within the Periods following, and on the Expiration of the respective Period the Powers granted to the Company for making the respective Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed; (that is to say,)

(a.) The Pontlottyn Junction, Three Years from the passing of this Act:

(b.) The Ystrad Junction, Three Years from the passing of this Act:

(c.) The Ivor Junction, the Thirty-first December One thousand eight hundred and sixty-eight:

(d.) The Dowlais Junction, the Thirty-first December thousand eight hundred and sixty-eight:

And the Acts relating to those respective Railways shall be respectively construed as if the respective extended Periods by this Act granted had been the Periods limited by those Acts respectively for the Completion of those respective Railways; and the Provisions of those Acts in relation to Penalties for Default in Completion of those respective Railways shall be construed as if the before-mentioned respective Period limited by this Act had been the Period limited for completing the respective Railways in the Act relating to such respective Railway.

Completion of Pontlottyn Junction, Ystrad Junction, ivor Junction, and Dowlais Junction.

30° & 31° VICTORIÆ, Cap. clxxvii.

Brecon and Merthyr Railway Act, 1867.

Substitution of Lines for Lines abandoned.

36. The Rumney West Fork Deviation shall be and be deemed to be a substituted Line for the Portion of the Rumney West Fork by this Act authorized to be abandoned; and all the Provisions of the Act relating to the Portion of Railway to be abandoned shall extend and apply to such substituted Line, except as regards the Period limited for the compulsory Purchase of Lands and for the Completion of Works, in respect of which the Period limited by this Act shall be substituted, and the Act relating to that Portion of Railway shall, as regards the substituted Line, be construed as if the Period limited by this Act had been contained therein instead of the Period therein mentioned.

Extension of Period for Suspension of ~Powers of 29 & 30 Vict. c. cccxiii.

37. The Period for which by "The Vale of Crickhowell Railway Act, 1866," (Section 35.,) the Powers of that Act with respect to a Portion of Railway are suspended, is by this Act extended to the First Day of October One thousand eight hundred and sixty-eight, and for such further Period, if any, as may be agreed upon between the Company and the Vale of Crickhowell Railway Company, or as in default of Agreement may be determined by the Board of Trade, regard being had to the Period by the said Act limited for the compulsory Purchase of Land by the Vale of Crickhowell Railway Company.

Extension of Period for Completion of specified Works, &c. under lastmentioned Act.

38. The Period by "The Vale of Crickhowell Railway Act, 1866," (Section 35.,) limited with respect to the doubling of a Portion of Railway of the Company, and the granting to the Vale of Crickhowell Company of Running Powers, is by this Act extended to the First Day of October One thousand eight hundred and sixty-eight, and for such further Period, if any, as may be agreed upon between the Company and the Vale of Crickhowell Railway Company, or as, in default of Agreement, may be settled by the Board of Trade, regard being had, by such Board to the Progress of the Works on the Wale of Crickhowell Railway.

Power for Company and Great

39. The Company and the Great Western Railway Company from Time to Time may make and carry into effect all such Agreements as they think fit with respect to the Place where any Junction between the Hereford, Hay, and Brecon Railway and the Newport, to agree as to Junction. Abergavenny, and Hereford Line of the Great Western Railway Company, and the Works and Conveniences connected therewith, shall be made, on Lands of those Two Companies or One of them, and all incidental Matters, and the Agreements may be on such Terms and Conditions as those Two Companies think fit.

Railways under Act Part of

40. The Railways by this Act authorized to be made by the Company shall, for all Purposes of Tolls, Fares, Rates, and Charges,

and for all other Purposes, be Part of the Company's Railways, and Company's for estimating the Amount of Tolls, Fares, Rates, and Charges shall Railways. be deemed to form with the Lines of the Company's other Railways One continuous Line of Railway.

41. Except as is by this Act expressly provided, nothing in this Saving Act shall take away, lessen, prejudice, or alter any of the Estates, Rights of Rights, Interests, Powers, and Privileges of the Company or of any other Company named in this Act.

Companies.

42. Nothing in this Act contained shall take away, lessen, Saving prejudice, or alter any of the Estates, Rights, Interests, Powers, and Rights of Sir Ivor Privileges of Sir Ivor Bertie Guest Baronet, George Thomas Clark, Bertie and the Right Honourable Henry Austin Bruce, their Heirs or Assigns, Guest, or any or either of them, under a certain Deed of Covenant dated the and others. Fourteenth Day of March One thousand eight hundred and sixtyseven, and made between the said Sir Ivor Bertie Guest, George Thomas Clark, and the Right Honourable Henry Austin Bruce of the one Part, and the Company of the other Part, or otherwise howsoever.

Baronet,

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

not to be paid on

44. The Company shall not, out of any Money by this Act Deposits for authorized to be raised by Calls or by borrowing, pay or deposit any future Bills Sum which, by any Standing Order of either House of Parliament paid out of now or hereafter in force, is required to be deposited in respect of any Capital. Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking:

45. Nothing in this Act shall exempt the Railways by this Act Railways authorized to be made from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now or hereafter in force, or from any future Revision or Alteration, under the Authority of Parliament, General

not exempt from Provisions of present and of Acts.

[Local.]

of the maximum Rates of Fares and Charges or of the Rates for small Parcels by this Act authorized.

Expenses of Act.

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

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

AUTHORIZED CAPITAL and LOAN of the Brecon and Merthyr Tydfil Railway Company.

Act.	Royal Assent.		Ordinary Shares.		Preferential Shares.	Mortgages.	Total.	
				£		£	£	£
22 & 23 Vict. c. 68	1 August	1859		80,000		-	26,600	106,600
23 Vict. c. 17 -	15 May	1860		50,000		•	16,600	66,600
24 Vict. c. 10 -	17 May	1861	-	-	-	63,000	21,000	84,000
24 & 25 Vict. c. 235	6 August	1861		130,000		-	43,300	173,300
25 & 26 Vict. c. 184	29 July	1862		65,000			21,600	86,600
25 & 26 Vict. c. 184	29 July	1862	-	-	-	112,000	37,300	149,300
26 & 27 Vict. c. 196	21 July	1863	_	-	-	50,000	16,500	66,500
26 & 27 Vict. c. 202	28 July	1863		-	-	100,000	33,300	133,300
26 & 27 Vict. c. 202	28 July	1863	-			60,000	20,000	80,000
27 & 28 Vict. c. 265	25 July	1864	-		+	11,000	3,660	14,660
27 & 28 Vict. c. 204	29 July	1864	-	· •	-	200,000	66,600	266,600
28 & 29 Vict. c. 224	5 July	1865	_	-	•	355,000	118,000	473,000
28 & 29 Vict. c. 285	5 July	1865	-	-	-	240,000	80,000	320,000
28 & 29 Vict. c. 285	5 July	1865	-		*	15,000	5,000	20,000
Board of Trade Cer- tificate.	22 Feb.	1866	_	-	•	570,500	190,000	760,500
-				325,000		1,776,500	699,460	2,800,960
26 & 27 Vict. c. 202	28 July	1863	Rumney Preferential Shares charged previously on Re- ceipts of Rumney Line, and secondly on the separate Undertaking.		52,900		52,900	
					$\mathbf{\pounds}$	1,829,400		2,853,860

SECOND

SECOND SCHEDULE.

Containing the Agreement between the London and North-Western Railway Company and the Brecon and Merthyr Tydfil Junction Railway Company.

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

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

The North-western Company to form a Junction with the Railway of the Brecon Company at or near Dowlais Top Station, to the Satisfaction of the Brecon Company's Engineer, such Junction to be opened not later than any Portion of the rest of the North-western Company's intended Railway described in the London and North-western Railway New Lines Bill as the Dowlais Extension Railway; Brecon Company to have Running Powers over the said Dowlais Extension Railway from Dowlais to the Rhymney Railway, and into Nant y bwch Station, on Arbitration Terms.

North-western Company to be bound not to oppose the making, by the Brecon Company, of a Junction Line pointing South from the said Dowlais Extension Railway to the Rhymney Railway; Brecon Company to abandon and withdraw their West Fork Railway and Deviation, and the Rumney New Junction, upon the London and North-western giving Notice, within Two Years, that they intend to proceed with their Dowlais Extension Railway; Brecon Company to give the London and North-western Company Running Powers over their Dowlais Junction, the same being considered as One Mile, and also Power to use their Dowlais Station and Sidings, on Payment of such Rent or Terminal Allowance as shall be fixed by an Arbitrator in the usual Way.

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

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

Clauses

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

Dated 13th March 1867.

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

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

THIRD SCHEDULE.

Heads of Arrangement between the Great Western Railway Company (herein-after called "the Great Western Company") and the Brecon and Merthyr Tydfil Junction Railway Company (herein-after called "the Brecon Company").

Whereas the Brecon Company have a Bill now pending in Parliament under the Short Title of the "Brecon and Merthyr Tydfil Junction Railway Bill:" And whereas the Great Western Company have presented a Petition to the House of Lords against the said Bill with the view of opposing the same, and in consideration of the Great Western Company agreeing not to oppose the said Bill in Committee, and with the view of affording increased Accommodation to the Traffic of each other, the Parties hereto have agreed as follows:

- 1. The Brecon Company to give, and they hereby give, the Great Western Company Running Powers over their Dowlais Junction Railway, authorized by "The Brecon and Merthyr Railway (Various Powers) Act, 1865," into Dowlais, from the Point where the Dowlais Extension Railway proposed to be authorized by the London and North-western Railway (New Lines) Bill of the present Session is intended to join the said Dowlais Junction Railway, and also Power to use their Dowlais Station and Sidings, on Payment of such Tolls, Rent, or Terminal Allowance as may be agreed upon, or, failing Agreement, as shall be settled by Arbitration, in accordance with the Provisions of "The Railway Companies Arbitration Act, 1859," and for the Purpose of Tolls and Charges the Dowlais Junction is to be considered as One Mile.
 - 2. The Great Western Company to give, and they hereby give, the Brecon Company Running Powers over the Branch Railway belonging to them, and sixthly described in and authorized by "The West Midland Railway (Additional Works) Act, 1862," (herein-after called the Maesycwmmer Branch,) on Payment of such Tolls, Rates, Rent, or other Charges as may be agreed upon, or, failing Agreement, as shall be settled by Arbitration in the Manner before provided.
 - 3. The Brecon Company to pay to the Great Western Company if and when they exercise those Running Powers One Half of the Expense of constructing [Local.] 32 D the

the Junction of the said Maesycwmmer Branch with their Rumney Railway, and also bear One Half of the Expense of maintaining, managing, and working the said Junction, and any other Expenses connected therewith.

- 4. The Brecon Company to pay to the Great Western Company the Cost of constructing, maintaining, and working such Siding or other Accommodation as may be required for the Accommodation of their Traffic using the said Maesycwmmer Branch at or near the Point where the said Branch communicates with the Great Western Company's Newport, Abergavenny, and Hereford Taff Vale Extension Railway; and the Brecon Company may also use so much of the Newport, Abergavenny, and Hereford Taff Vale Extension Railway Eastward of the Junction therewith of the said Maesycwmmer Branch as may be necessary to enable them to exercise their Running Powers over the said Branch.
- 5. The Brecon Company not to exercise the Running Powers over those Parts of the Great Western Company's Railways described in the 31st Section of the Brecon and Merthyr Railway (New Lines) Act, 1864, and conferred upon the Brecon Company by that Act, or the Running Powers granted by this Agreement, except for Traffic passing over their Runney Railway from Maesycwmmer, and destined to or for Newport or Cardiff, or Places between Maesycwmmer and Newport or Cardiff.
- 6. This Agreement to be scheduled to and confirmed by the Brecon Company's Bill now pending in Parliament.

Dated the 27th Day of May 1867.

On behalf of the Great Western Railway
Company,
Young, Maples, & Co.,
p. J. M.

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

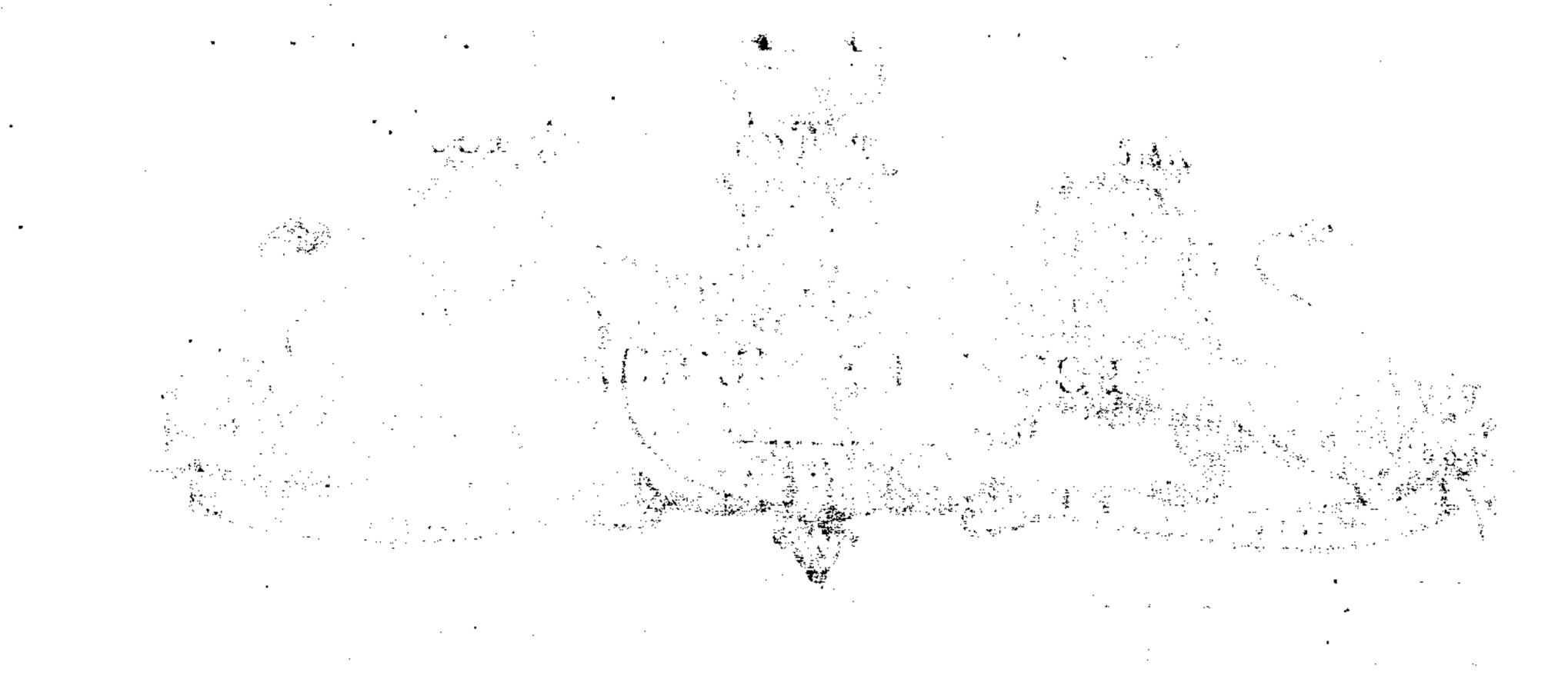
FOURTH SCHEDULE.

Containing the Names, Residences, and Descriptions of the Contributors to the Deposit, and also of the Sums contributed by way of Deposit, and paid by them respectively.

Name.	Residence.	Description.	Sums contributed by way of Deposit, and paid respectively.	
William Laurence Banks	Pontywal Hall near Brecon.	Esquire -	£ 50	
David Smith	5, Pall Mall Place, London.	Esquire -	50	
John James Williams -	Mount Place, Brecon	Doctor of Medicine	50	
Charles Miller Layton -	Glasbury House near Hereford.	Esquire -	50	
Joseph Richard Cobb -	Brecon	Gentleman -	120	
.		Total - £	320	

LONDON:

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



· 《中文》 新文文《题》《唐·秦文文教》《文文·通》 《《家庭》《《家庭》《《家庭》《《家庭》》(《家庭》》)。 《