

CHAPTER clv.

An Act to incorporate a Company for maintaining an existing Railway from the Gorsedda Slate Quarry in the county of Carnarvon to Portmadoc in the same county, and for making a Railway from Blaen y Pennant in the same county to join the said existing Railway; and for other purposes.

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[25th July 1872.]

WHEREAS a railway from the Gorsedda Slate Quarry in the county of Carnarvon to Portmadoc in the same county, with stations, yards, and works, has been constructed and maintained by the Bangor and Portmadoc Slate and Slate Slab Company, Limited, in this Act called the Bangor Company, without the authority of Parliament, but under divers assurances and arrangements from and with landowners and others, but the Bangor Company had not a complete title to the lands occupied by the said railway, and that company is being wound up voluntarily subject to the supervision of the High Court of Chancery, and, with the sanction of the Court, has sold its interest in the said railway, stations, yards, and works, and the lands occupied thereby or held therewith to the New Prince of Wales Slate Company, Limited, in this Act called the Prince of Wales Company :

And whereas the Prince of Wales Company has by special resolution approved of the application to Parliament for this Act :

And whereas it would be of local and public advantage, and the Prince of Wales Company are willing that the said railway, stations, yards, and works, and lands, should be acquired and maintained by a new company, and the Prince of Wales Company have entered into the agreement set forth in the schedule hereto for the sale to such new company of its interest in the said railway, stations, yards, and works, and lands :

And whereas it would also be of local and public advantage that the said new company should be empowered for the purposes

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of the maintenance of the said existing railway, stations, yards, and works, and other the purposes by this Act authorised, to take, purchase, and acquire all outstanding estates, rights, and interests in and charges affecting the said lands occupied thereby or held therewith :

And whereas it would also be of local and public advantage that the said railway and works should be adapted and used for passenger as well as other traffic, and it would also be of local and public advantage that a new railway from Blaen y Pennant, in the parish of Llanfihangel y Pennant, in the said county of Carnarvon, should be made to join the said existing railway at a point near the weighing-machine house on the line of the said existing railway, with stations and works connected with such new railway :

And whereas the persons herein-after named, with others, are desirous of being incorporated into a company for the purpose of acquiring the said existing railway, stations, yards, and works, and lands, and taking, purchasing, and acquiring the said outstanding estates, rights, and interests in and charges affecting the said lands, and maintaining such railway, and adapting the same for passenger traffic, and altering the gauge thereof, and of making and maintaining such new railway, stations, and works :

And whereas plans and sections of the said existing and intended railways and works, showing the lines and levels thereof, with books of reference containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands through or upon which the same are or are intended to be made, or which may be required for the purposes of the undertaking, have been deposited with the clerk of the peace for the county of Carnarvon :

And whereas it is expedient that the Company to be incorporated by this Act should be authorised to use part of the railway of the Croesor and Portmadoc Railway Company, and that such company and the other companies and persons in this Act in this behalf mentioned should be empowered to make and carry into effect such agreements and arrangements as are herein-after expressed :

And whereas the purposes aforesaid cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

A.D. 1872. double line only, across and on the level of the roads following ; (to wit,)

Number of Road on deposited Plans.	Parish or Place in which the Road is shown on those Plans.	Description of Road.
4	Parish of Ynyscynhaiarn	Public road.
8	Parish of Ynyscynhaiarn	Public road.
14	Parish of Ynyscynhaiarn	Turnpike road.
21	Parish of Penmorfa	Public road.
50	Parish of Penmorfa	Public road.
63	Parish of Penmorfa	Old turnpike road.
9	Parish of Llanfihangel y Pennant.	Public road.

As to works upon or affecting the Croesor and Portmadoc Railway.

12. All works required by the Company to be executed under this Act upon or affecting the railway of the Croesor and Portmadoc Railway Company shall be executed by that company if desired by them, and in such manner as their engineer shall approve, but at the sole cost of the Company.

As to crossing over the Cambrian Railway.

13. In construing this Act, that part of the existing railway which crosses the Cambrian Railway on the level shall be deemed not made, but authorised to be constructed under the powers of this Act, and the provisions of Part I. of "The Railways Clauses Act, 1863," which relate to junctions, and are contained in the 9th, 10th, 11th, and 12th sections thereof, shall be applicable to that part of the existing railway, as if such level crossing were a junction with the Cambrian Railway, and in construing those sections the word "junction" shall mean crossing, and words importing a junction with a railway shall mean the said level crossing over the Cambrian Railway: Provided that the exercise by the Cambrian Company of the powers and rights conferred by the said 12th section shall, if so required by the Company, be regulated by a referee to be appointed from time to time by the Board of Trade, and the costs of such reference shall be in the discretion of the referee.

Agreements with Cambrian Railway Company.

14. The Company and the Cambrian Company may enter into agreements for the making and maintaining, at or near the point where the existing railway crosses the Cambrian Railway, any stations, sidings, wharves, depôts, works, and conveniences for the transshipment and interchange of traffic and the convenience of traders and the public; and before the Company shall run over or use the existing railway at the point where the same crosses the Cambrian Railway, they shall at their own expense acquire and provide at or near the said point on the north-eastern side of the existing railway, and adjoining the Cambrian Railway, sufficient

land, not less than half an acre or exceeding one acre in extent, for the purposes herein-after mentioned : Provided that this section, so far as concerns the said provision that the Company shall acquire and provide such land before they shall run over or use the existing railway at the same point, shall be entirely conditional on the willingness and ability of the owners thereof to sell or lease the said land to or permit the user thereof by the Company and the Cambrian Company, and the bonâ fide endeavour of the Company to obtain the said land, should they be unable to do so, or the acquisition of such interest therein as they may be able to obtain, shall be a complete and sufficient performance by the Company of the said provision for the purposes of this Act, and the Company shall immediately thereupon be at liberty to run over and use the existing railway at the said point. Such land, if and when the same shall be acquired, shall be common to the Company and the Cambrian Company for the purposes by this section authorised, and the Company shall construct thereon at their own expense, from the existing railway to the Cambrian Railway, a siding of the gauge of the railways by this Act authorised, and the Cambrian Company shall likewise at their own expense construct from their railway to the existing railway a siding of the gauge of their said railway, for the transshipment and interchange of traffic between the railways and the Cambrian Railway, such sidings to be constructed under the superintendence and to the satisfaction of the engineers of the Company and the Cambrian Company respectively. And the residue of the said land shall be used as a yard or depôt for storing slates, coals, lime, and other goods and merchandise brought by the railways and the Cambrian Railway respectively, and intended for transit or carriage over the other of such railways, and for loading and unloading waggons and trucks containing such goods and merchandise, and generally for the purposes of interchange of traffic between the Cambrian Railway and the railways by this Act authorised; but such land or any part thereof shall not be used by the Company or the Cambrian Company for any purpose connected solely with traffic of its own railway not intended for transit or carriage over or upon the railway of the other of such companies. The rates, including all charges to be made by the Company for slates or other goods and merchandise brought by the Company to, from, and on the said yard or siding shall be less, in proportion to the distance on which the same shall be carried thereon, than the rates, including all charges, on traffic of a similar description conveyed on the railways across the Cambrian Railway and down to the harbour at Portmadoc, and vice versâ.

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As to compensation in respect of crossing over the Cambrian Railway.

15. In consideration of the Company providing the land mentioned in the foregoing section as in the said section provided, the Company may maintain and use the existing railway over the Cambrian Railway at the point where the former railway crosses the latter on the level as aforesaid, and may acquire an easement or right in the land at such point necessary for so maintaining and using the said existing railway, without paying any compensation or sum whatever to the Cambrian Company in respect thereof, in pursuance of this Act or any of the Acts incorporated therewith, but in the event of the Company from any cause not so providing the said land, the Cambrian Company shall be entitled to such compensation in respect of such crossing, easement, or right, and otherwise in relation thereto, as an arbitrator to be appointed by the Board of Trade may, in case of difference between the two Companies, award, and the costs of the arbitration shall be in the discretion of the arbitrator, and in the event aforesaid the Company, before they shall use or maintain the existing railway over the Cambrian Railway at the point aforesaid, shall either pay to the Cambrian Company the amount of such compensation or shall deposit in the bank such amount by way of security, and give or tender to the Cambrian Company such bond, as are mentioned in the 85th section of "The Lands Clauses Consolidation Act, 1845," and the 36th section of "The Railway Companies Act, 1867," and in the manner by those sections provided in the case of entry upon or user of lands prior to payment or deposit of the purchase money or compensation for the same.

As to working the traffic at the point of crossing.

16. The passage of trains across the Cambrian Railway shall be regulated by the working of the traffic upon the Cambrian Railway, and so as not to impede or interfere with that traffic; and any dispute which may arise between the Company and the Cambrian Company as to the working of the railways at the crossing of the Cambrian Railway shall be settled on the application of either party by an engineer to be appointed by the Board of Trade as arbitrator, and the costs of the arbitration shall be in the discretion of the arbitrator.

Level crossing of new railway.

17. Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to construction of a railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of roads on the level, the Company may in the construction of the new railway carry the same with a single line only whilst the railway shall consist of a single line, and

afterwards with a double line only, across and on the level of the road next herein-after mentioned; that is to say, A.D. 1872.

Number of Road on deposited Plans.	Parish or Place in which the Road is shown on those Plans.	Description of Road.
16	Parish of Llanfihangel y Pennant	Parish road.

18. The new railway shall be made, maintained, and worked on a gauge of two feet, and the Company may alter the gauge of the existing railway to two feet: Provided that it shall be lawful for the Company at any time hereafter, with the previous approval of the Board of Trade, to increase the gauge of the railways from two feet to any gauge not exceeding four feet eight inches and a half. Gauge of railways.

19. The capital of the Company shall be twenty thousand pounds in two thousand shares of ten pounds each. Capital.

20. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof. Shares not to issue until one fifth paid up.

21. One fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the greatest aggregate amount of the calls to be made in any one year on such share. Calls.

22. The Company may from time to time borrow on mortgage any sum not exceeding in the whole one third the entire capital of the Company, but no part thereof shall be borrowed until the whole capital of twenty thousand pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such 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 each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same, and upon production to such justice of the books of the Com- Power to borrow on mortgage.

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pany, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Interest of
debenture
stock.

23. Notwithstanding anything in Part III. of "The Companies Clauses Act, 1863," contained, the interest of all debenture stock at any time created and issued by the Company shall rank *pari passu* with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Arrears may
be enforced
by appoint-
ment of a
receiver.

24. The mortgagees of the Company may enforce payment of arrears of principal, or principal and interest, due on the mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of principal, or principal and interest, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than three thousand pounds in the whole.

Application
of moneys.

25. All moneys raised under this Act, whether by shares or borrowing, shall be applied for the purposes of this Act only.

General
meetings.

26. The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of
directors.

27. The number of directors shall be four, but the Company may from time to time reduce the number, provided that the number be not less than three.

Qualification
of directors.

28. The qualification of a director shall be the possession in his own right of not less than twenty shares.

Quorum.

29. The quorum of a meeting of directors shall be three, and when the number of directors is reduced to three the quorum shall be two.

First
directors.

30. Charles James Fox, James Stewart, James Maw, and Thomas Harvey shall be the first directors of the Company, and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or any of them, or may elect a new body of directors, or directors to supply the place of those not continued in office, the directors appointed by this Act being, if qualified, eligible for re-election, and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply

Election of
directors.

the places of the directors then retiring from office, agreeably to the provisions in "The Companies Clauses Consolidation Act, 1845," contained, and the several persons elected at any such meeting, being neither removed nor disqualified nor having resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

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31. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed three acres.

Lands for
extra-
ordinary
purposes.

32. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Powers for
compulsory
purchases
limited.

33. Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act of the 9th and 10th years of Her present Majesty, chapter 20, a sum of three hundred and fifty pounds, being five per centum upon the amount of the estimate in respect of the new railway authorised by this Act, has been deposited with the Court of Chancery in England in respect of the application to Parliament for this Act: Be it enacted, that, notwithstanding anything contained in the said recited Act, the said sum of three hundred and fifty pounds so deposited as aforesaid in respect of the application for this Act shall not 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 completion of the said new railway, either open the said railway for the public conveyance of passengers, or prove to the satisfaction of the Board of Trade that the Company have paid up one half of the amount of the capital by this Act authorised 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 the said period shall expire before the Company shall either have opened the said railway for the public conveyance of passengers, or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of money deposited as aforesaid shall be applied in the manner hereinafter specified; and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, 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.

Deposit
money not
to be repaid
until line
opened, or
half the capi-
tal paid up
and ex-
pended.

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Application
of deposit.

34. The said sum of money deposited as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said new railway, or any portion thereof; or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said sum of money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum of money, or such portion thereof as may not be required as aforesaid, shall be paid to or on the application of the person or persons or the majority of the persons named in such warrant or order as aforesaid, or the survivor or survivors of them; provided that until the said sum of money shall have been repaid to the depositors, or shall have become otherwise applicable, as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid 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.

Period for
completion
of works.

35. The said new railway shall be completed within three years from the passing of this Act, and if the said new railway shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making or completing the same railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls.

36. The Company may demand any tolls for the use of the railways, not exceeding the following; (to wit,)

On goods
and mer-
chandise.

In respect to the tonnage of all articles conveyed upon the railways or any parts thereof respectively, as follows:

Class 1. For all dung, compost, and all sorts of manure, lime and limestone, coals, stones for building, pitching, and paving, clay, sand, and all undressed materials for the repair of public roads or highways, per ton per mile not exceeding twopence halfpenny; and if conveyed in carriages belonging to the

Company, an additional sum per ton per mile not exceeding one penny :

Class 2. For all coke, culm, charcoal, and cinders, all bricks, tiles, slates, ironstone, and iron ore, copper ore, tin ore, manganese, and other ores and minerals, pig iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise, and all sugar, grain, corn, flour, meal, bread, potatoes, hay, straw, flax, tow, linen or cotton yarn, hides, dyewoods, earthenware, timber, staves, and deals, metals (except iron), nails, anvils, vices, and chains, per ton per mile not exceeding threepence; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one penny :

Class 3. For all cotton and other wools, drugs (except vitriol), manufactured goods, and all other wares, merchandise, fish, articles, matters, or things, per ton per mile not exceeding fourpence; and if conveyed in carriages belonging to the Company, an additional sum per ton per mile not exceeding one penny :

Class 4. And for every carriage, of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform belonging to the Company, per mile not exceeding sixpence; and a like sum of one penny halfpenny per mile for every additional quarter of a ton, or fractional part of a quarter of a ton, which any such carriage so conveyed may weigh.

In respect of animals conveyed in carriages upon the railways, as follows :

For animals,
&c.

Class 5. For every horse, mule, ass, or other beast of draught or burden, ox, cow, bull, or head of neat cattle, conveyed in or upon any such carriage, per mile not exceeding threepence; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile not exceeding one penny :

Class 6. For every calf or pig conveyed in or upon any such carriage the sum of twopence per mile; and if conveyed in any carriage belonging to the Company, an additional sum per mile not exceeding one halfpenny :

Class 7. For every sheep, lamb, or other small animal conveyed in or upon any such carriage, per mile not exceeding one penny; and if conveyed in or upon any carriage belonging to

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the Company, an additional sum per mile not exceeding one halfpenny.

For passen-
gers.

In respect to passengers conveyed in carriages upon the railways, as follows :

For every person conveyed in or upon any such carriage, per mile not exceeding threepence ; and if conveyed in or upon any carriage belonging to the Company, an additional sum per mile not exceeding one penny.

Tolls for pro-
pelling
power.

37. The Company may demand for the use of engines for propelling carriages on the railways any tolls not exceeding one penny per mile for each passenger or animal, or for each ton of goods or other articles, in addition to the several other tolls by this Act authorised to be taken.

Maximum
rates of
charge for
passengers.

38. The maximum rates of charge to be made by the Company for the conveyance of passengers upon the railways, including the tolls for the use of the railways and of carriages, and for locomotive power, and every other expense incidental to such conveyance, shall not exceed the following sums :

For every passenger conveyed in a first-class carriage, the sum of threepence per mile :

For every passenger conveyed in a second-class carriage, the sum of twopence per mile :

For every passenger conveyed in a third-class carriage, the sum of one penny halfpenny per mile.

Restrictions
as to charges
not to apply
to special
trains.

39. The restriction as to the charges to be made for passengers shall not extend to any special train that may be required to be run upon the railways, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railways.

Passengers
luggage.

40. Every passenger travelling upon the railways may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight if a first-class passenger, one hundred pounds in weight if a second-class passenger, and sixty pounds in weight if a third-class passenger, without any charge being made for the carriage thereof.

Maximum
charges for
goods and
animals.

41. The maximum rate of charge to be made by the Company for the conveyance of animals, articles, matters, or things respectively included in the classes before mentioned, including the tolls for the use of the railways and of carriages, and for locomotive power, and every other expense incidental to such conveyance, except a reasonable sum for loading, covering, and unloading goods at any terminal

station of such goods, and for delivery and collection, and any other services incidental to the business or duty of a carrier, where such services, or any of them, are or is performed by the Company, shall not exceed the amounts following; (to wit,)

For the matters mentioned in Class 1, not exceeding per ton per mile twopence :

For the matters mentioned in Class 2, not exceeding per ton per mile threepence :

For the matters mentioned in Class 3, not exceeding per ton per mile fourpence :

For any carriage mentioned under Class 4, not weighing more than one ton, not exceeding sixpence per mile; and if weighing more than one ton, not exceeding one penny halfpenny per mile for every quarter of a ton or fractional part of a quarter of a ton :

For every animal mentioned in Class 5, not exceeding fourpence per mile :

For every animal mentioned in Class 6, not exceeding threepence per mile :

For every animal mentioned in Class 7, not exceeding one penny halfpenny per mile.

42. The following provisions and regulations shall be applicable to the fixing of the tolls and maximum rates of charge; (to wit,)

Regulations
as to tolls.

For articles, animals, or persons conveyed on the railways for a less distance than four miles the Company may demand tolls and charges as for four miles :

For a fraction of a mile beyond four miles, or beyond any greater number of miles, the Company may demand in respect of passengers tolls and charges as for one mile; and in respect of animals and articles, tolls and charges in proportion to the number of quarters of a mile contained in such fraction, and for this last-mentioned purpose a fraction of a quarter of a mile shall be deemed a quarter of a mile :

For a fraction of a ton the Company may demand toll according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton :

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight :

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

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Tolls for
small parcels
and single
articles of
great weight.

43. With respect to small packages, not exceeding five hundred pounds in weight, and single articles of great weight, notwithstanding the rate of tolls prescribed by this Act, the Company may demand any tolls not exceeding the following; to wit,

For the carriage of small parcels on the railways or any part thereof, as follows:

For any parcel not exceeding seven pounds in weight, three-pence:

For any parcel exceeding seven pounds in weight but not exceeding fourteen pounds in weight, fourpence:

For any parcel exceeding fourteen pounds in weight but not exceeding twenty-eight pounds in weight, sixpence:

For any parcel exceeding twenty-eight pounds in weight but not exceeding fifty-six pounds in weight, eightpence:

And for parcels exceeding fifty-six pounds in weight but not exceeding five hundred pounds in weight, the Company may demand any sum which they think fit:

Provided that articles sent in large aggregate quantities, although made up of separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but such term shall apply only to single parcels in separate packages.

For the carriage of any one boiler, cylinder, or any one piece of machinery, or single piece of timber or stone, or other single article, the weight of which, including the carriage, shall exceed four tons but shall not exceed eight tons, the Company may demand any sum not exceeding sixpence per ton per mile; and if conveyed in or upon a carriage belonging to the Company, an additional sum per ton per mile not exceeding one penny:

For the carriage of any one boiler, cylinder, or any single piece of machinery, or single piece of timber, stone, or other single article, the weight of which, with the carriage, shall exceed eight tons, the Company may demand such sum as they think fit.

Definition of
terminal
station.

44. No station is to be considered a terminal station in regard to any goods conveyed on the railways which have not been received thereat direct from the consignor of such traffic, or are not directed to be delivered thereat to the consignee.

Company
may take
increased
charges by
agreement.

45. This Act or anything herein contained shall not prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of goods of any description by agreement with the owners or persons in charge of such goods, either by reason of any special service performed by the

Company in relation thereto, or in respect to the conveyance of any goods other than small parcels by passenger trains. A.D. 1872.

46. Notwithstanding any of the provisions herein contained, the Company shall not take or use any portion of the land shown on the deposited plan of the existing railway lying between the termination of that railway at the slate yard at Portmadoc and a point distant therefrom two furlongs six chains and fifty links measured along the centre line, such land being for the most part a public street called Madoc Street; nor shall the Company lay down, construct, or maintain a railway on the said land or any part thereof without the consent in writing of the owner or owners of the Tremadoc estate or the receiver appointed by the Court of Chancery to manage that estate. But this clause is not to prevent the Company from acquiring any interest the Prince of Wales Company may have in such portion of the said railway or any part thereof.

Company not to take or use portion of land, or construct or maintain railway thereon, without consent of owners of Tremadoc estate or receiver thereof.

47. The Company may, with the sanction of the owners or the receiver under the Court of Chancery of the Tremadoc estates, divert the said existing railway so as to take a different course over the Tremadoc estates from the said point two furlongs six chains and fifty links from the termination of the existing railway to the quay or harbour at Portmadoc, but not so as to cross the railway of the Croesor and Portmadoc Railway Company without the previous consent in writing of that company under their common seal; and may acquire such interest in the lands occupied by such diverted railway, and on such terms as the Company and such owners or receiver may think fit, and may enter into any agreements with lessees, tenants, and occupiers of such lands, and may, with the sanction of the Board of Trade and the Ynyscynhaiarn Local Board of Health, cause such diverted railway to cross on the level any public road under the control of the said local board of health, and in the course of such diversion at such point and subject to such regulations as the said boards shall impose. In respect of such diverted railway, the Company shall be subject to and have the benefit of the provisions of this Act, as if the same had been part of the railways herein described.

As to diversion of existing railway over Tremadoc estates.

48. The Company may purchase from the owners of the Tremadoc estates any lands or interests in lands which the Company may require for the purposes of carrying out any agreement with the Cambrian Company under the provisions of this Act.

Purchase of lands to fulfil agreements with Cambrian Company.

49. For the purposes of the two preceding clauses the term "owners of the Tremadoc estates" shall include such limited

Parties included in term

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“owners of
the Tremadoc
estates”
for purposes
of two pre-
ceding
clauses.

owners as by “The Lands Clauses Consolidation Act, 1845,” are empowered to sell and convey or release lands, and such limited owners shall have power to enter into agreements with and sell, convey, and release lands to the Company, and give consents on behalf of the parties on whose behalf respectively limited owners are by the seventh section of “The Lands Clauses Consolidation Act, 1845,” empowered to sell, convey, and release lands.

Company
may use
Croesor and
Portmadoc
Railway.

50. The Company may run over, work, and use with engines and carriages for all purposes of their traffic so much of the railway of the Croesor and Portmadoc Railway Company as lies between the gasworks at Portmadoc and the present termination of that railway at Portmadoc and all other parts of such railway, when and as completed between its present termination and its intended termination at or near Borth-y-gest, together with the works and conveniences of or connected therewith, and for such purpose the Croesor and Portmadoc Railway Company shall, when required by the Company, make or permit to be made, at the cost of the Company, a junction between their railway and the Company's railway at or near the gasworks aforesaid, and a turnout at the slate yard at Portmadoc referred to in section 5 of this Act; and as regards traffic conveyed by them, the Company may demand and take the same tolls and charges upon and in respect of the railway of the Croesor and Portmadoc Railway Company as they would be entitled to take if such railway were part of the railways by this Act authorised.

Terms for
user.

51. The Company shall pay to the Croesor and Portmadoc Railway Company the tolls following; that is to say, for every ton of slates, minerals, or goods conveyed by them over any part of the Croesor and Portmadoc Railway between the gasworks at Portmadoc and its said present termination, the sum of twopence, and if conveyed over any part of that railway beyond the point last mentioned in the direction of Borth-y-gest a further sum of one penny; and for every passenger conveyed by the Company over any part of the Croesor and Portmadoc Railway the sum of one penny; for every animal mentioned in Class 5 or Class 6 conveyed by the Company thereon one penny, and for every animal mentioned in Class 7 conveyed by the Company thereon one halfpenny; for small packages and single articles of great weight one sixth of the respective charges by this Act authorised to be made by the Company on their own railways. And the provisions of this Act with respect to fractions of a ton, and ascertaining the weights of articles and things carried on the railways of the Company, shall

apply to like matters and things carried by the Company over the Croesor and Portmadoc Railway. A.D. 1872.

52. The Company on the one hand, and the Cambrian Railways Company and the Croesor and Portmadoc Railway Company, or either of them, on the other hand, may, subject to the provisions of Part III. of "The Railways Clauses Act, 1863," from time to time enter into and carry into effect working agreements with respect to the following purposes or any of them; and any incidental matters; that is to say, Working agreements.

The maintenance, use, and working by any or either of the contracting companies of all or any part of the railways and works of the other or others of them :

The regulation, management, interchange, and transmission of the whole or any part of the traffic thereon :

The supply and maintenance of engines, rolling stock, and plant :

The fixing, collection, payment, division, appropriation, and apportionment of the tolls and other income and profits arising under any such agreement, and the employment of officers and servants.

53. Where under this Act any passengers, animals, or goods are conveyed for a distance less in the whole than three miles partly on the railways and partly on any other railway, tolls, fares, rates, and charges may be demanded as for three miles only; and in respect of passengers, for every mile or fraction of a mile beyond three 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 three 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 railways and partly on any other railway. Tolls partly on railways and partly on railways of other companies.

54. The Company on the one hand, and the Cambrian Railway Company and the Croesor and Portmadoc Railway Company on the other hand, shall from time to time afford to each other all reasonable and proper facilities for the due forwarding, transmission, collection, and delivery of traffic passing from or destined for the railways of the Company to, from, at, and over the railways and stations of the said other companies or any of them. Traffic facilities.

55. All such traffic facilities shall be afforded subject to such reasonable rules and regulations, and on payment of such tolls, fares, rates, and charges as the Company and such one or more of the said other companies as are interested from time to time Terms for affording traffic facilities.

A.D. 1872. agree on, or (in default of agreement) upon such terms as an arbitrator appointed by the Board of Trade shall direct, according to the provisions of "The Railway Companies Arbitration Act, 1859."

Interest or dividend not to be paid out of capital.

56. It shall not be lawful for the Company, out of any money by this Act authorised to be raised by calls in respect of shares or by debenture stock, or the exercise of any power of borrowing, to pay interest or dividend to any shareholder on the amount of calls made in respect of the shares held by him in the capital by this Act authorised to be raised: Provided always, that nothing herein contained shall be deemed to prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of calls actually made as shall be in conformity with the provisions in "The Companies Clauses Consolidation Act, 1845," in that behalf contained.

Deposit for future Bills not to be paid out of Company's capital.

57. It shall not be lawful for the Company, out of any money by this Act authorised to be raised, to pay or deposit any sum of money which, by any standing order of either House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or execute any other work or undertaking.

Railways not exempt from provisions of present and future general Acts.

58. Nothing in this Act contained shall exempt the railways from the provisions of any general Act relating to railways, or to the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges or of the rates for small parcels by this Act respectively authorised.

Expenses of Act.

59. All costs, charges, and expenses of and incident to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

The SCHEDULE to the foregoing Act.

ARTICLES OF AGREEMENT made the thirtieth day of April one thousand eight hundred and seventy-two, between the New Prince of Wales Slate Company, Limited, herein-after called the Prince of Wales Company, of the one part, and Edward Brooks, of No. 5, Birchin Lane, in the city of London, gentleman, and Bossom Williams, of No. 2, Omega Villas, Stanstead Road, Forest Hill, in the county of Kent, gentleman, on behalf of and as agents and trustees for a public company intended to be incorporated by Act of Parliament, as herein-after mentioned, under the name of the Gorsedda Junction and Portmadoc Railways Company, which Company is herein-after called the Gorsedda Company, of the other part.

WHEREAS a railway from the Gorsedda Slate Quarry in the county of Carnarvon to Portmadoc in the same county, with stations, yards, sidings, approaches, works, and conveniences, has been constructed and maintained by the Bangor and Portmadoc Slate and Slate Slab Company, Limited, herein-after called the Bangor Company, without the authority of Parliament, but under divers assurances and arrangements from and with landowners and others, but the said Bangor Company had not a complete title to the lands occupied by the said railway: And whereas the said Bangor Company is being wound up voluntarily, subject to the supervision of the High Court of Chancery, and the said Prince of Wales Company has purchased the interest of the said Bangor Company in the said railway, stations, yards, sidings, approaches, works, and conveniences, and all buildings, erections, and offices on the line of the said railway, or belonging thereto or connected therewith, and the lands occupied thereby or held therewith, and all the machinery, plant, and chattels belonging or appertaining thereto, and the sale thereof by the said Bangor Company to the said Prince of Wales Company has been sanctioned and approved by the High Court of Chancery: And whereas a Bill to incorporate the said Gorsedda Junction and Portmadoc Railways Company for the purpose (inter alia) of acquiring and maintaining the said railway, stations, yards, sidings, approaches, works, conveniences, and lands is now before Parliament under the name or short title of the Gorsedda Junction and Portmadoc Railways Bill, and the commencement, course, and termination of the said railway and works is shown on the plan thereof deposited by the promoters of the said Bill with the clerk of the peace for the county of Carnarvon: And whereas, in order to facilitate and carry out the purposes of the said Bill, it has been

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arranged that the said Prince of Wales Company shall sell to the said Gorsedda Company, when incorporated as aforesaid, its entire interest in the said railway, stations, yards, sidings, approaches, works, and conveniences, buildings, erections, offices, and lands, machinery, plant, and chattels, on the terms herein-after appearing: Now it is hereby, for the considerations herein appearing, agreed by and between the parties hereto as follow:

1. The said Prince of Wales Company agree upon the incorporation of the said Gorsedda Company as aforesaid to sell to the latter Company, and the said Edward Brooks and Bossom Williams, for the purpose of binding as effectually as in their power the said Gorsedda Company, agree that the said Gorsedda Company shall thereupon purchase the entire estate and interest of the said Prince of Wales Company in all the said railway, stations, yards, sidings, approaches, works, and conveniences, buildings, erections, and offices, and the lands occupied thereby or connected or held therewith, and all and every the rails, chairs, sleepers, tools, machinery, plant, moveable property, and chattels belonging and appertaining to the said railway and works, or used and enjoyed therewith, including the rails, chairs, and sleepers laid down in and under the Gorsedda Slate Quarry aforesaid, with power for the said Gorsedda Company to take up and remove such rails, chairs, and sleepers, and use and apply them as their own property.

2. The consideration for the purchase shall be five thousand pounds in cash, to be paid by the said Gorsedda Company to the said Prince of Wales Company in manner herein-after appearing; that is to say, the said Gorsedda Company will, within one calendar month from the date of its incorporation as aforesaid, pay to the said Prince of Wales Company a deposit of five hundred pounds in part payment of the said consideration or purchase money, and the balance thereof within six calendar months from the date of such incorporation as aforesaid; and the receipt of any three of the directors of the said Prince of Wales Company for the said consideration or purchase money, or any part thereof, shall effectually discharge the said Gorsedda Company from the amount mentioned in any such receipt, and from being obliged to see to the application or being answerable for the misapplication or nonapplication thereof.

3. Until completion of the purchase the said Gorsedda Company will not, except as herein-after mentioned, enter upon, remove, or interfere with, or do any act injurious to the premises the subject of this agreement, or any part thereof; provided nevertheless, that the said Gorsedda Company may, at any time after its incorporation as aforesaid, upon payment to the said Prince of Wales Company of the sum of two thousand pounds, on account of the said consideration or purchase money, in addition to the said deposit, enter into possession of the premises the subject of this agreement, and alter the gauge of the said railway, in accordance with the power in that behalf to be contained in the said Bill, or otherwise to construct necessary works in connexion with the said railway, and prepare such railway for traffic in pursuance of the powers of the said Bill, but the said Gorsedda Company shall in no other way interfere with the said premises or any part thereof, and the payment of such sum of two thousand pounds, and the entry by the said Gorsedda Company on the said premises as aforesaid, and the performance by that Company of the acts by this clause authorised, or anything contained in this clause or done

in pursuance thereof, shall in no way be deemed to alter the property, estate, or interest of the said Prince of Wales Company in the said premises.

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4. If from any cause whatever the said purchase shall not be completed within the time limited for such completion, the said Gorsedda Company shall pay interest on the balance of the said purchase money for the time being remaining unpaid after the rate of five pounds per centum per annum, from the expiration of such time until the purchase shall be actually completed. All rents and outgoings shall be apportioned as on the day of transfer.

5. The said Gorsedda Company will be content with and accept such title, possessory or otherwise, if any, to the premises the subject of this agreement, as the said Prince of Wales Company may have, and such evidence of the said title as the said Prince of Wales Company may have in their possession. An abstract of such title shall be delivered by the said Prince of Wales Company to the said Gorsedda Company within fourteen days from the payment of the said deposit, but the latter Company shall not make any requisition or objection whatsoever with respect to such title or want of title, or require such title to be verified, or require the said Prince of Wales Company to produce, procure, or deliver up any title deeds, documents, or evidence whatsoever which shall not be in their possession, nor to enter into or obtain any covenant for the production or giving copies of any such last-mentioned title deeds, documents, or evidence. The said Prince of Wales Company will, however, without prejudice to their rights under this agreement, furnish the said Gorsedda Company with such evidence of title as may be in their possession.

6. The provisions herein contained with regard to certain matters and points as to which no requisitions or objections are to be made by the said Gorsedda Company shall not be deemed to give the said Gorsedda Company any right to make any requisitions or objections whatever, they being expressly precluded from doing so as above, and the true intent and meaning of these presents being that the said Gorsedda Company shall accept without question, requisition, or objection such title, possessory or otherwise, if any, as the said Prince of Wales Company may have to the premises the subject of this agreement. Such provisions are inserted, however, for greater certainty, and to prevent any possible doubt with regard to the matters and points above referred to. The said Gorsedda Company shall be deemed to have full knowledge and notice of the contents, covenants, and provisions of all deeds, instruments, agreements, and other documents under which the premises the subject of this agreement are held or affected, and of the rights of any third parties with regard to the said premises, and of all liabilities attached to or affecting such premises, and arising upon the said deeds, instruments, or other documents, or otherwise howsoever, and the said Gorsedda Company will take upon themselves and indemnify the said Prince of Wales Company against all such liabilities.

7. The said Prince of Wales Company shall not be required to prove that the covenants, agreements, and stipulations contained in the deeds, leases, agreements, or other documents under which the said Prince of Wales Company may take any interest in the premises the subject of this agreement, or which may affect such premises, have been duly performed or complied with, nor shall the said Gorsedda Company be entitled to require any evidence thereof, or make any requisition in respect thereof.

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8. The said Prince of Wales Company shall not be required to procure the assent of any person or persons whose assent may be necessary to the transfer of any portion of the premises held under lease, agreement, or otherwise, nor to get in any outstanding legal or equitable estates in any persons as trustees for the said Prince of Wales Company or the said Bangor Company, or either of them.

9. The description of the premises the subject of this agreement shall be deemed and taken to be correct, and no requisition in respect of identity, description, or quantities shall be made by the said Gorsedda Company; and if any substantial error or mistake shall appear to have been made, the sale shall not thereby be annulled, but compensation allowed or given in respect thereof.

10. The said Prince of Wales Company will, on payment by the said Gorsedda Company of the balance of the consideration or purchase money as aforesaid, execute all necessary and proper assurances for vesting as effectually as possible in the said Gorsedda Company the estate, interest, or possession as aforesaid of the said Prince of Wales Company in the premises the subject of this agreement; such assurances shall contain proper indemnity clauses for the protection of the said Prince of Wales Company in respect of the said premises and against all the liabilities above mentioned, and shall be prepared by and at the expense of the said Gorsedda Company, and the said Prince of Wales Company shall not be required to enter into any covenants whatsoever except covenants that they have not encumbered, and for further assurance.

11. Nothing herein contained shall be deemed an agreement on the part of the said Prince of Wales Company to sell or dispose of their interest in any lands purchased from the said Bangor Company or held by the said Prince of Wales Company other than the lands actually occupied by the said railway, stations, yards, sidings, approaches, works, and conveniences, buildings, erections, and offices, or immediately connected therewith and used for the purposes thereof.

12. The said Prince of Wales Company will retain the custody of all such deeds, agreements, documents, and muniments of title as do not relate solely to the premises the subject of this agreement, and enter into the usual defeasible covenant for production and giving copies of the same, such covenant to be prepared by and at the expense of the said Gorsedda Company.

13. If the said Gorsedda Company fail to comply with the above conditions, or in the event of such Company, before the completion of the purchase, being authorised to abandon the railways described in the said Gorsedda Junction and Portmadoc Railways Bill, or being wound up, the said deposit shall thereupon become forfeited to the said Prince of Wales Company, and in case the said Gorsedda Company shall, prior to such default, authorisation, or winding-up, have entered into possession of the said premises in pursuance of the 3rd clause of this agreement, the said Prince of Wales Company may, on repayment to the said Gorsedda Company of any sum (other than the said deposit) that may have been paid by that Company on their so entering into possession, re-enter the said premises and put out and eject the said Gorsedda Company therefrom, and the said Prince of Wales Company shall be at liberty to re-sell their estate and interest or possession in the said premises, either by

public auction or private contract, at such time and place, subject to such conditions, and in such manner as the said Prince of Wales Company may think fit, and the deficiency in price (if any) which may happen on such second sale, and all expenses attending such sale, shall immediately after the same be made good and paid by the said Gorsedda Company to the said Prince of Wales Company, and in case of non-payment the whole or any part of the same deficiency and expenses as shall not be paid shall be recoverable by the said Prince of Wales Company as and for liquidated damages.

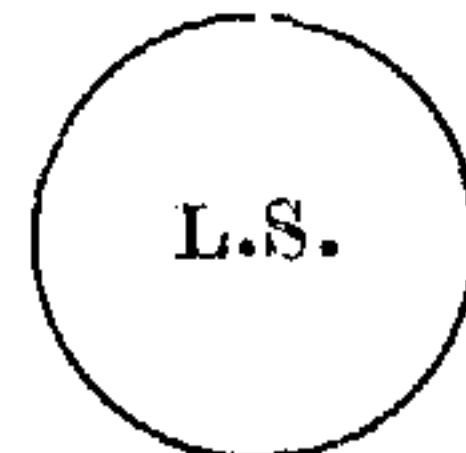
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14. This agreement and everything therein contained are entirely conditional on, and shall not operate or take effect until, the incorporation of the said Gorsedda Company as aforesaid for the purposes by the said Bill authorised. And it is hereby declared that the said Edward Brooks and Bossom Williams enter into and execute these presents solely on behalf of and as agents and trustees for the said Gorsedda Company as aforesaid, and nothing herein contained shall be held, deemed, or construed to be an agreement or guarantee by either of them for the performance of the terms, stipulations, and provisions of this agreement on the part of the said Gorsedda Company, or to render the said Edward Brooks and Bossom Williams or either of them personally liable or responsible in respect of this agreement or of any of the terms, stipulations, and provisions thereof.

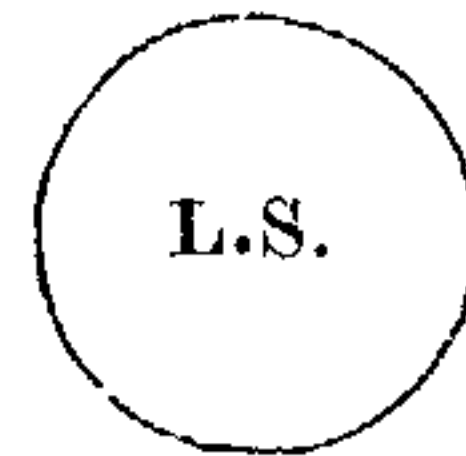
In witness whereof the New Prince of Wales Slate Company, Limited, have caused their common seal to be hereunto affixed, and the said Edward Brooks and Bossom Williams have hereunto set their hands and seals, the day and year first above written.

The common seal of the New Prince of Wales Slate Company, Limited, was affixed hereto in pursuance of a resolution passed at a meeting of the directors of that Company held on the twenty-ninth day of April one thousand eight hundred and seventy-two, and in the presence of

GEO. J. GRAY,
Secretary of the New Prince of Wales Slate
Company, Limited.



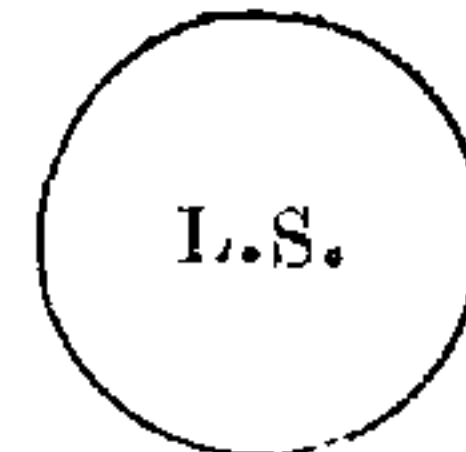
EDWARD BROOKS.



Signed, sealed, and delivered by the
above-named Edward Brooks and Bossom
Williams, in the presence of

J. T. DAVIES,
38, Moorgate Street.

BOSSOM WILLIAMS.



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