CHAPTER lxxxv.

An Act for empowering the Great Western Railway Company to construct new railways in the counties of Glamorgan and Carmarthen and for other purposes. A.D. 1911.

[18th August 1911.]

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make and maintain the railways and other works by this Act authorised and to exercise the powers by this Act respectively authorised and conferred upon them and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith and for providing increased accommodation certain lands houses and buildings in this Act described or referred to:

And whereas plans and sections showing the lines and levels of the railways and other works by this Act authorised to be constructed and plans showing the lands by this Act authorised to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerks of the peace for the several counties within which such railways and other works will be constructed and such lands are situated and are hereinafter respectively referred to as the deposited plans sections and books of reference:

And whereas it has been found desirable to alter the line and levels of a portion of Railway No. 5 as originally proposed to be authorised by the Bill for this Act and plans and sections showing the line and levels of such alteration and a book of reference thereto containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands

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through which the said alteration will pass have been deposited with the clerk of the peace for the county of Glamorgan:

And whereas the plans sections and book of reference firstly hereinbefore mentioned as amended by the plans sections and book of reference lastly hereinbefore mentioned are in this Act referred to as the deposited plans sections and books of reference respectively:

And whereas it is expedient that the Company should be authorised to raise an additional sum of money and to apply their funds for the purposes of this Act and for the general purposes of their undertaking:

And whereas the objects aforesaid 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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited for all purposes as the Great Western Railway Act 1911.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say):—

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845:

Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863:

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of the shares into stock; and

The provision to be made for affording access to the special Act by all parties interested:

And Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction—

The expression "the railway" or "the railways" means the new railways by this Act authorised.

Protection of gas and water mains of local authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company" or "society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Power to make railways and works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways and other works hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company The railways and works hereinbefore referred to and authorised by this Act are—

A railway (No. 1) 2 furlongs 3·30 chains in length commencing in the parish of Llanguick in the rural district of Pontardawe in the county of Glamorgan by a junction with the Brynamman Branch Railway of the Company and terminating in the parish of Bettws in the rural district of Llandilo Fawr in the county of Carmarthen by a junction with railway (No. 7) authorised by and

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constructed under the powers of the Great Western Railway Act 1904;

A railway (No. 2) 2 furlongs 8·27 chains in length commencing in the said parish of Llanguick by a junction with the Gwaun-cae-Gurwen Branch Railway of the Company and terminating in the said parish of Bettws by a junction with railway (No. 3) hereinafter described at the southern boundary of the field or enclosure numbered 899 on the 25-inch Ordnance map (2nd edition 1898) of that parish;

A railway (No. 3) 4 miles 3 furlongs 3·32 chains in length commencing in the said parish of Bettws by a junction with the said railway (No. 7) authorised by the said Act of 1904 and terminating in the said parish of Llanguick at a point 2 chains or thereabouts south-east of the junction of the Egel river with the Upper Clydach river at Rhyd-y-fro;

A railway (No. 4) 2 miles 3 furlongs 1·34 chains in length commencing in the said parish of Llanguick at the north-eastern boundary of the field or enclosure numbered 1490 on the 25-inch Ordnance map (2nd edition 1898) of that parish and terminating in the same parish by a junction with railway (No. 5) at or near the termination of railway (No. 3);

A railway (No. 5) 5 miles 2 furlongs 9·05 chains in length commencing in the said parish of Llanguick by a junction with railway (No. 3) at its termination and terminating in the parish of Llansamlet in the rural district of Swansea in the county of Glamorgan by a junction with railway (No. 1) authorised by the Great Western Railway Act 1904 near Felin-frân;

A railway (No. 7) 2 furlongs 9 chains in length wholly in the said parish of Llansamlet commencing by a junction with railway (No. 5) and terminating by a junction with railway (No. 1) authorised by the Great Western Railway Act 1904;

The widening on both sides of the bridge at Felin-frân recently constructed to carry railway (No. 1) authorised by the Great Western Railway Act 1904 over the road leading from Llansamlet to Birchgrove.

Rates and charges for railways &c.

6. The railways shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise

by passenger train) and for all other purposes be deemed to be part of the Company's railways as if the same had been part of the Great Western Railway at the date of the passing of the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891 and Scale 1 of Part 1 in the Appendix to the said Order shall be applicable to the railways.

Charges for small parcels.

7. For the conveyance on the railway of small parcels not exceeding five hundred pounds in weight by passenger trains the Company may demand and take any charges not exceeding the following (that is to say):—

For any parcel not exceeding seven pounds in weight threepence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence;

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

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

Maximum fares for passengers.

8. The maximum fares to be charged by the Company for the conveyance of passengers upon the railways including every expense incidental to such conveyance shall not exceed the following (that is to say):—

For every passenger conveyed in a first-class carriage threepence per mile;

For every passenger conveyed in a second-class carriage twopence per mile;

For every passenger conveyed in a third-class carriage one penny per mile;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

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Passengers' luggage.

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

Foregoing charges not to apply to special trains.

10. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railways in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers upon the railways.

Power to deviate.

11. In making the railways and works in connection therewith by this Act authorised the Company may deviate laterally to any extent not exceeding the limits of deviation shown on the deposited plans and vertically from the levels shown on the deposited sections to any extent not exceeding 15 feet upwards and 40 feet downwards or to such further extent as the Company may find necessary or convenient and as may be sanctioned by the Board of Trade.

Power to cross certain roads on level.

12. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the 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 railways next hereinafter mentioned carry the same with a single line only whilst the railways shall consist of a single line and afterwards with a double line only across and on the level of the roads next hereinafter mentioned (that is to say):—

Number on deposited Plans.	Parish.	Description of Road.
	RAILWAY NO. 2.	
6. 7 and 36	Llanguick - - - -	Main.
	RAILWAY NO. 3.	
66	Llanguick - - - -	Public.
	RAILWAY NO. 5.	
97	Rhyndwyclydach - - -	Public.

Inclination of roads.

13. In altering for the purposes of this Act the roads next hereinafter mentioned the Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connection therewith respectively (that is to say):—

Number on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
		RAILWAY NO. 2.	
16	Llanguick - -	Public	1 in 12·27.
		RAILWAY NO. 5.	
39	Rhyndwyclydach -	Public	1 in 8·8 on north side and 1 in 12·1 on south side.

Height and span of bridges.

14. The Company may make the arches of the bridges for carrying the railways over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say):—

Number on deposited Plans.	Parish.	Description of Road.	Span.	Height.
		RAILWAY NO. 3.		
100 24	Llanguick - - - Rhyndwyclydach - -	Public	10 feet	15 feet.
		RAILWAY NO. 4.		
91	Llanguick - - -	Main	30 feet	16 feet.

Power to divert roads as shown on deposited plans.

15. The Company may divert the roads referred to in the next following table in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road so much of each existing road as will be rendered unnecessary by the new portion of road so shown on the said plans (that is to say):—

Railway.	Parish or Area.	Number on deposited Plans.
2	Llanguick - - - - -	16.
3	Llanguick - - - - -	99 and 117.
4	Llanguick - - - - -	91 and 107.
5	Rhyndwyclydach - - - -	39.

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Stopping up roads and footpaths in case of diversion or making of new road or footpath.

16. Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath in substitution for an existing road or footpath or portion thereof and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or footpath stopped up as far as the same is bounded on both sides by lands of the Company:

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Company not liable to repair surface of road level of which is not permanently altered.

17. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered so as to increase the gradient thereof.

For protection of Glamorgan County Council.

18. For the protection of the Glamorgan County Council (in this section called "the county council") the following provisions notwithstanding anything to the contrary contained in

this Act or shown on the deposited plans and sections shall unless otherwise agreed in writing between the Company and the county council apply and have effect (that is to say):—

(1) The signed plans in this section referred to are the plans marked A and B which are respectively signed in duplicate by George Alfred Phillips on behalf of the county council and William Wylie Grierson on behalf of the Company which plans are hereinafter in this section separately referred to as Plan A and Plan B:

(2) In constructing Railway No. 2 across and on the level of the Pontardawe and Brynamman and Garnant roads numbered on the deposited plans 6 7 and 36 in the parish of Llanguick the Company shall erect and maintain at such level crossing gates the posts of which shall be erected in the position shown in red on Plan B:

(3) The Company shall pave so much of the surface of the road on such level crossing as is situate within the gates when closed to the roadway with wood blocks laid on a cement concrete foundation and shall for all time keep and maintain such paving in a good and proper condition and shall also maintain and keep in repair the said roads for a distance of 50 feet on each side of such level crossing gates:

(4) The Company shall erect and at all times keep open and maintain for public use instead of the existing footpath level crossing a footbridge of a width of six feet at least in the position approximately shown on Plan B the plans of such bridge to be subject to the reasonable approval of the surveyor to the county council:

(5) The Company shall carry Railway No. 5 over the road from Swansea to Pontardawe numbered 319 on the deposited plans in the parish of Rhyndwyclydach by a flat girder bridge having a clear span of not less than 36 feet between the abutments measured on the square and a clear headway above the surface of the roadway of the said road of not less than 16 feet throughout and for the purpose of obtaining such headway the Company shall not lower the existing level of the road more than is necessary

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to enable the said railway to be constructed at the level shown on the deposited sections and in no case more than one foot below the existing level at the centre of the roadway and the surface of the roadway on the eastern side of the railway shall be continued at the same level as the roadway under the bridge until it meets the existing surface of the roadway and the gradient on the western side of the railway shall be not steeper than 1 in 30 Provided that the Company shall make such alterations to the kerb of the footpaths (including a double kerb where necessary) as the surveyor to the county council may reasonably require:

(6) In the construction of Railway No. 5 where the same will cross over the said road numbered 319 the Company shall not deviate downwards from the levels shown on the deposited sections and shall carry out such drainage works as the surveyor to the county council may reasonably require:

(7) The Company shall also erect close parapets or screen fences to the bridge carrying the said railway over the said road numbered 319 of not less than 6 feet in height above the level of the rails and extending for a distance of at least 5 feet on each side of the bridge beyond the face lines of the abutments of the same:

(8) Before commencing any of the works mentioned in subsection (5) of this section the Company shall deliver to the county council plans and sections showing the general position and alignment of such works for the approval of the surveyor to the county council and if such surveyor shall fail to approve or disapprove of such plans and sections for 28 days after the same shall have been delivered he shall be deemed to have approved the same and the work shall be carried out by the Company in accordance with such plans and sections Provided that if such surveyor within the said period shall have expressed his disapproval of the said plans and sections the Company shall not commence any such work unless and until plans and sections thereof shall have been approved by an arbitrator appointed as hereinafter provided:

(9) Contemporaneously with the construction of Railway No. 3 and Railway No. 4 or either of them the Company shall carry out the diversion of the road numbered 91 on the deposited plans for Railway No. 4 in the parish of Llanguick and the diversion of the River Egel in the line and according to the levels shown on Plan A to the reasonable satisfaction of the surveyor to the county council and Railway No. 4 shall be carried over such diverted road by a flat girder bridge having a clear span of not less than 30 feet between the abutments measured on the square and a clear headway above the level of the surface of the road of not less than 16 feet throughout and such diverted road shall be carried over the River Egel by means of a bridge having a clear width between the parapet walls of at least 30 feet The Company shall pay the cost of carrying out such road diversion and the works in connection therewith between the lines marked BB and CC on Plan A and also the cost of constructing the bridge carrying Railway No. 4 over the diverted road and the cost of carrying out the said road and river diversions and works in connection therewith (other than the said last-mentioned bridge and the bridge to carry the said railway over the River Egel) between the lines marked AA and BB on Plan A and of maintaining the same for a period of nine months shall be paid as to the sum of four hundred pounds by the Company and as to the remainder thereof by the county council Provided that any land required for the purposes of carrying out the diversion of such road and of the River Egel between the lines marked BB and DD shown on Plan A shall be acquired by and at the expense of the Company and the county council shall acquire and give the Company possession of the land for the purpose of constructing the said diversion between the lines AA and DD and shall also surrender to the Company such interest as they may have in the portion of the road to be diverted and in any land adjoining the same Provided also that the drawings schedule of quantities and specifications of the works to be carried out by the Company under this sub-section shall be first submitted to the surveyor to

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the county council for his reasonable approval and before commencing the works the Company shall furnish him with a copy of the contract schedule of prices for such works:

(10) The Company shall maintain all works carried out by them under the last preceding subsection for a period of nine months after the opening of the diverted road for public traffic and after such period shall hand over the same to the county council in good condition to the reasonable satisfaction of the said surveyor and thereafter the diverted roadway and footpath shall be repaired and maintained by the county council but the Company shall repair and maintain any fence common to the road and the property of the Company:

(11) In constructing the Railways No. 5 and No. 7 where the same cross the public road numbered 41 and 9 respectively on the deposited plans in the parish of Llansamlet the Company shall carry such railways over the road by flat girder bridges having respectively clear spans of not less than 30 feet between the abutments measured on the square and clear headways of not less than 15 feet and the Company shall not lower the roadway under such bridges so as to make the gradients on either side thereof steeper than 1 in 25 The Company shall also construct the foundations of the said bridges and lay the drain to be provided by the Company under subsection 3 of the section of this Act the marginal note of which is "For protection of Swansea Rural District Council" at such a level as will enable the road authority at any time to lower the road under and between the bridges so as to provide a headway of not less than 16 feet:

(12) In the construction of Railway No. 5 the Company shall not deviate from the centre line as shown on the deposited plans so as to bring the top of the embankment nearer than 30 feet to any part of the police station premises numbered 348 on the deposited plans in the parish of Rhyndwyclydach:

(13) All bridges carrying the railways over any of the before-mentioned roads shall so far as is reasonably

practicable be constructed so as to prevent the dripping of water on the road or footpaths beneath:

(14) The Company shall permit the county council to fix in suitable positions on all bridges carrying railways over main roads attachments for carrying any live electric wires which may be required for the purposes of tramway or other traction Such attachments to be in all respects subject to the reasonable approval of the engineer of the Company and to be temporarily removed whenever necessary for the maintenance reconstruction alteration or painting of any of the said bridges the Company affording all necessary support for such wires:

(15) If any difference shall arise between the Company and the county council with respect to any matter under this section the same shall be determined by an arbitrator to be appointed failing agreement on the application of either party after notice to the other by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Pontardawe Rural District Council.

19. For the protection of the Pontardawe Rural District Council (in this section called "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company have effect (that is to say):—

(1) Notwithstanding anything shown on the deposited plans and sections the Company shall construct the arches of the bridges for carrying the railways over the roads next hereinafter mentioned of heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say):—

Number on deposited Plans.	Parish.	Description of Road.	Span.	Height.
	Railway No. 1.			
14	Llanguick - -	Public	30 feet	15 feet.
	Railway No. 5.			
4	Llanguick - -	Public	25 feet	15 feet.
4	Rhyndwyclydach -			
92	Rhyndwyclydach -	Public	25 feet	15 feet.
294	Rhyndwyclydach -	Public	36 feet	16 feet.

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(2) The Company shall not in altering the levels of the road numbered 14 in the parish of Llanguick on the deposited plans of Railway No. 1 make the inclination thereof steeper than 1 in 20:

(3) In carrying out the diversion of the road numbered 16 in the parish of Llanguick on the deposited plans of Railway No. 2 the Company shall to the reasonable satisfaction of the council make up metal and drain the new portion of the road and shall divert so much of the sewer as lies under the portion of the existing road to be diverted under the diverted road The Company shall provide stone steps three feet in width at the point where the diverted road adjoins the road numbered on the deposited plans for the said railway 22 in the said parish to afford access for pedestrians from the last-mentioned road to the said diverted road:

(4) In lieu of the stopping up of footpaths and making of new footpaths shown on the deposited plans situate on the lands numbered on the deposited plans for Railway No. 3 14 in the parish of Llanguick and 27 in the parish of Bettws the Company may and shall stop up and discontinue the public footpaths coloured brown on the plan marked A and signed in duplicate by the Right Honourable Baron Southwark the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred one copy of which has been deposited in the Parliament Office of the House of Lords and the other in the Private Bill Office of the House of Commons and in lieu thereof shall construct the footpaths shown in red on the said plan of a width of three feet and shall carry the same over the railway by means of a footbridge not less than four feet in width at or about the point marked X on the said plan:

(5) In the event of the Company carrying out the diversion of the river shown on the field or enclosure numbered 11 in the parish of Llanguick on the deposited plans for Railway No. 3 they shall continue the said diversion through the field or enclosure numbered 19 in the parish of Bettws in the manner

shown in red on the plan marked B signed in duplicate by William Wylie Grierson on behalf of the Company and John Morgan on behalf of the council and one copy whereof is deposited with the clerk of the council and the Company shall acquire and convey to the council the fee simple in possession of the portion of the land numbered on the deposited plans 19 in the said parish of Bettws which will be situate on the east side of the river when so diverted in consideration of the assignment by the council to the Company of the term of years vested in the council of the portion of the land numbered on the deposited plans 11 in the said parish of Llanguick which will lie to the west of the river as diverted:

(6) The footpaths situate on the lands numbered on the deposited plans for Railway No. 3 41 57 and 92 in the parish of Llanguick and on the deposited plans for Railway No. 5 234 in the parish of Rhyndwyclydach shall be carried and maintained across the railway on the level and the Company shall erect and thereafter maintain wicket gates across such footpaths on either side of the railway:

(7) The Company shall construct such works as the council shall reasonably approve for protecting the bridge numbered 107 in the parish of Llanguick on the deposited plans for Railway No. 3 from injury by reason or in consequence of any diversion or alteration by the Company of the River Egel:

(8) In the event of the Company requiring to interfere with the public lamp and carbide generating shed now situate upon the said bridge numbered 107 in the parish of Llanguick on the deposited plans for Railway No. 3 they shall remove and re-erect the same on a site to be selected by the council in the immediate vicinity of their present position and to their reasonable satisfaction:

(9) The footpath numbered 64 in the parish of Rhyndwyclydach on the deposited plans for Railway No. 5 shall be carried over the railway by means of a footbridge not less than four feet wide:

(10) The Company shall construct a subway not less than seven feet wide and seven feet six inches high to

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the crown of the arch for foot passengers under the railway adjacent to the road numbered 97 in the parish of Rhyndwyclydach on the deposited plans for Railway No. 5 and the approaches to such subway shall have gradients not steeper than 1 in 5:

(11) The Company may stop up the road numbered 24 in the parish of Rhyndwyclydach on the deposited plans for Railway No. 3 and 100 in the parish of Llanguick between its junction with the roads numbered respectively 25 in the parish of Rhyndwyclydach and 99 in the parish of Llanguick on the said plans:

(12) The bridges carrying the railways over any road or footpath in the district of the council shall so far as is reasonably practicable be constructed and maintained so as to prevent the dripping of water on the road or footpaths underneath:

(13) Wherever the railway is constructed over a sewer of the council the Company shall provide to the reasonable satisfaction of the council proper and sufficient works for protecting such sewer from injury and shall provide suitable means of access to such sewer and the council shall at all times be entitled to access thereto in order to inspect repair maintain or renew the same and if at any time the council shall incur additional expense in connection with such repairing maintenance or renewal by reason of the existence of the railway such additional expense shall be repaid to them by the Company:

(14) Wherever it may be necessary to intercept or interfere with any sewer or drain of the council the Company shall before intercepting or interfering with such sewer or drain construct another sewer or drain to the reasonable satisfaction of the council and according to a plan to be reasonably approved by the council and such substituted sewer or drain shall be connected by the council at the expense of the Company with the existing sewer or drain which may be intercepted or interfered with in such manner as shall be reasonably approved by the council:

(15) If at any time the council shall require to construct any sewer or any gas water or electric main pipe

tube or apparatus in any road or footpath (whether a public highway or not) over or under which the railway is carried they shall be entitled at their own expense to construct the same together with all necessary or proper culverts works and conveniences:

(16) The council shall be entitled at their own expense to carry a sewer across or under the railway at any of the following points (that is to say):—

No. of Railway.	Number on deposited Plans.	Parish.
2	31	Llanguick.
5	64	Rhyndwyclydach.
5	98	"
5	161	"
5	168	"
5	210	"
5	211	"

(17) All works to be executed by the council under either of the last two preceding subsections of this section except so far as the same shall be constructed in a highway passing under the railway without affecting the structure of the bridge carrying the railway over the said highway shall be executed under the superintendence and to the reasonable satisfaction of the Company's engineer and in accordance with such plans sections and specifications as shall be agreed between the council and the Company or failing agreement for one month after the delivery of such plans sections and specifications to the Company as shall be determined by arbitration as hereinafter provided:

(18) Any difference which may arise between the council and the Company under any of the provisions of this section or as to the mode of giving effect thereto shall be referred to the arbitration of and determined by an engineer or other fit person to be appointed (unless otherwise agreed) upon the application of either party by the President for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

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For protection of Swansea Rural District Council.

20. For the protection of the Swansea Rural District Council (hereinafter in this section called "the council") the following provisions shall (notwithstanding anything in this Act contained or shown on the deposited plans and sections) have effect unless otherwise agreed in writing between the Company and the council:—

(1) The bridge carrying the road numbered 13 on the deposited plans in the parish of Llansamlet over Railway No. 5 shall have a clear width between the parapet walls of such bridge of not less than 25 feet:

(2) The bridges carrying Railways Nos. 5 and 7 by this Act authorised over the public roads numbered on the deposited plans 41 in respect of Railway Nos. 5 and 9 in respect of Railway No. 7 in the parish of Llansamlet shall each be constructed with a clear span of not less than 30 feet and a clear headway of not less than 15 feet and the greatest inclination of the said roads when lowered shall not exceed 1 in 25 and the Company shall not lower the said road numbered 41 to a greater extent than 10 feet 6 inches:

(3) In altering the levels of the said roads referred to in the preceding subsection of this section the Company shall provide a drain to connect the portions of the roads so altered at their lowest levels with the watercourse numbered 13 and 18 respectively in the said parish of Llansamlet on the said plans for Railway No. 7 or (with the consent of the council which shall not be unreasonably withheld) with the existing drain on the southern side of the road numbered 9 in the said parish on the deposited plans of Railway No. 7 if the portions of road so altered can be conveniently drained into such existing drain:

(4) The bridge at Felin-frân authorised by this Act to be widened shall not be widened on the north-east side to a greater extent than 33 feet and the Company shall construct a culvert to carry the stream numbered on the deposited plans 26 in the said parish under the road numbered 9 on the said plans and shall construct the road not less than 15 feet in width

over the culvert and the Company shall also widen the said road on the north-eastern side thereof in the manner shown on the plan signed by William Wylie Grierson on behalf of the Company and John Holbein Rosser on behalf of the council:

(5) The bridges carrying the railways over the roads in the said parish of Llansamlet shall be so constructed as to prevent as far as practicable water percolating through such bridges on to the public roads:

(6) All public rights of way commons and open spaces in the district of the council notwithstanding anything in this Act contained shall be preserved and the Company shall provide proper swing gates stiles or other convenient means of passage where the railways by this Act authorised cross any public rights of way in the district:

(7) If any difference shall arise between the Company and the council under or in relation to the provisions of this section it shall be referred to an arbitrator appointed failing agreement by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Swansea Gas Light Company.

21. For the protection of the Swansea Gas Light Company (in this section called "the gas company") the following provisions shall unless otherwise agreed apply and have effect (that is to say):—

(1) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons tubes or other works (hereinafter called "apparatus") of the gas company are situate the Company shall deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works and such plans sections description and notice shall be delivered to the gas company at least twenty-eight days before the commencement of any such works:

(2) If it should appear to the gas company that such works will interfere with or endanger any of their apparatus

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or impede the supply of gas the gas company may give notice to the Company to lower or otherwise alter the position of such apparatus or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as hereinafter provided and all such works shall be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company Provided that if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof:

(3) In the event of such plans sections and description so delivered to the gas company as aforesaid not being objected to within fourteen days they shall be deemed to have been approved by the gas company:

(4) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus belonging to them will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company:

(5) If the Company for any of the purposes of this Act take or render useless to the gas company any apparatus belonging to the gas company in any streets highways roads footpaths lanes courts passages and other places within the limits shown on the

deposited plans which are now used by the gas company for supplying gas to such streets highways roads footpaths lanes courts passages and other places they shall pay to the gas company the value of such apparatus and the same shall thereupon become the property of the Company and the Company shall also pay to the gas company their reasonable charges of removing or altering any of their apparatus in immediate communication therewith which the works of the Company shall render useless or which shall be required to be altered:

(6) The Company shall be responsible for and make good to the gas company all costs losses damages penalties and expenses which may be incurred by or occasioned to the gas company or to any of their apparatus property works and conveniences (including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise) through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or of any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all penalties claims and demands upon or against them by reason of such execution or failure or of any such act or omission as aforesaid Provided that the Company shall not be liable for any such costs losses damages penalties or expenses as aforesaid if the same shall be occasioned by anything done or not done in compliance and accordance with any requirement of the gas company:

(7) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers or concerning any plans sections or description to be delivered to the gas company under the foregoing provisions of this section the matter in difference shall be referred

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to and settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Provisions of the Arbitration Act 1889 shall extend and apply to the determination of any such difference.

For protection of Mond Nickel Company Limited.

22. Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall not without the consent in writing first had and obtained of the Mond Nickel Company Limited enter upon take or use any portion of the lands and property belonging or reputed to belong to that company included within the firm red line shown on the plan signed by William Wylie Grierson on behalf of the Company and Robert Mathias on behalf of the Mond Nickel Company Limited.

For protection of A. and F. W. Gilbertson.

23. For the protection of Arthur Gilbertson of "Glanrhyd" in the county of Glamorgan and of Francis William Gilbertson of "Glynteg" in the same county and their respective successors in title (all of whom are hereinafter included in the expression "the owners") the following provisions shall unless otherwise agreed have effect (that is to say):—

(1) Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not construct so much of Railway No. 5 by this Act authorised as lies between the points marked A and B on the plan signed in duplicate by the Right Honourable Baron Southwark the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred otherwise than in the line and within the limits of deviation shown on the said plan and in accordance with the section signed in duplicate as aforesaid one copy of which plan and section has been deposited in the Office of the Clerk of the Parliaments in the House of Lords and the other copy in the Private Bill Office of the House of Commons Provided always that the Company shall be at liberty to deviate vertically from such section to any extent not exceeding five feet upwards or downwards:

(2) The Company shall at their own cost construct such works as may be necessary to prevent any interruption of the existing supply of water to the respective premises of the owners.

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For protection of Annie Isabella Calland and Eustace Frederick Calland.

24. The following provisions for the protection of Annie Isabella Calland and Eustace Frederick Calland or other the owners for the time being of the Upper Forest Estate (hereinafter referred to as "the Calland Estate") in the county of Glamorgan (all of whom are in this section referred to as and included in the expression "the owner") shall unless otherwise agreed in writing between the Company and the owner apply and have effect (that is to say):—

(1) The Company shall with all reasonable despatch construct and thereafter maintain a subway under Railway No. 5 by this Act authorised having a span of 25 feet and a headway of 13 feet at or near the point marked X on the plan signed by William Wylie Grierson on behalf of the Company and Ernest Holtham Leeder on behalf of the owner and the owner shall be entitled to lay down in such subway a railway or tramway and to use the same for all purposes in connection with the Calland Estate and the lands of other owners situate between the Swansea Vale and Morriston Branch Railways of the Midland Railway Company and also for the conveyance of minerals brought to bank on the Calland Estate or the said lands from any other lands Provided that the Company shall construct the foundations of the said subway at such a level as will enable the owner at any time to construct a roadway thereunder with a headway of not less than 15 feet:

(2) In the event of the Company in the construction of the Railways Nos. 5 and 7 by this Act authorised interfering with any existing stream watercourse or ditch in or upon the Calland Estate the Company shall if reasonably required by the owner and to his reasonable satisfaction divert such stream watercourse or ditch and construct and at all times thereafter maintain culverts or other necessary works so as to maintain the then existing flow of water in such stream watercourse or ditch and so as not to deprive any part of the Calland Estate of the benefit of the water supply as now existing:

(3) The Company shall not without the consent of the owner purchase or acquire any portion of the fields or enclosures numbered on the deposited plans relating

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to the bridge and lands at Felin-frân 15 16 and 17 in the parish of Llansamlet:

(4) In the event of any difference arising between the Company and the owner under the provisions of this section such difference shall unless otherwise agreed between the Company and the owner be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of Midland Railway Company.

25. For the protection of the Midland Railway Company the following provisions shall unless otherwise agreed between the Company and the Midland Railway Company have effect (that is to say):—

(1) In this section the expression "the Midland Company" means the Midland Railway Company the expression "Railway No. 5" means the Railway No. 5 by this Act authorised:

(2) The Company shall not enter upon take use or interfere with either temporarily or permanently any property of the Midland Company or acquire any easement or right in over or in any way affecting such property or sidings except only that the Company may purchase and take and the Midland Company may and shall if so required by the Company sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the property of the Midland Company such an easement or right as shall be necessary for the purpose of constructing using and maintaining Railway No. 5 over and across the property of the Midland Company and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right so far as such provisions are not inconsistent with this section as fully as if such easement or right were lands within the meaning of those Acts:

(3) The Company shall pay to the Midland Company by way of purchase or compensation for the rights and easements to be acquired under the preceding subsection such an amount as may be agreed upon or

in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement and for the purpose of any such determination the acquisition of such easement or right shall be deemed to be a taking of lands within the meaning of section 6 of the Railways Clauses Consolidation Act 1845:

(4) The Company shall not enter upon or interfere with any property of the Midland Company or execute any works whatever across or otherwise affecting such property until the Company shall have delivered to the Midland Company plans sections and drawings of such intended works and those plans sections and drawings shall have been approved in writing by the engineer of the Midland Company or in the event of the engineer unreasonably withholding his approval or failing for twenty-eight days after the delivery of the said plans sections and drawings to approve or disapprove the same until the same shall have been approved by an arbitrator to be appointed as hereinafter provided and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans sections and drawings and to the reasonable satisfaction of the engineer of the Midland Company:

(5) In constructing Railway No. 5 where the same is intended to cross the railways and property of the Midland Company the Company shall carry the said Railway No. 5 over the Midland Railway by means of a girder bridge of a single span of 53 feet on the square with a clear headway throughout of not less than 15 feet from the upper surface of the rails of the Midland Railway to the underside of the girders and such crossing of the railway shall be effected in such a manner as not to endanger or affect the stability of the railway and works of the Midland Company in any way whatever and should it be necessary in constructing Railway No. 5 or in consequence of the construction thereof for the Midland Company to alter or remove the telegraph or telephone posts or wires on or connected with their railway or some of

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such posts or wires or to add to or alter any signals or signalling apparatus on the said railway the Company shall bear and on demand pay to the Midland Company the reasonable expense of and connected with such alteration removal or addition or restoring the same to the former or placing them in different positions or substituting other telegraph or telephone posts or wires or signals therefor:

(6) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment by them during the construction of Railway No. 5 of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise:

(7) Notwithstanding anything in this Act the Company shall from time to time be responsible for and make good to the Midland Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railways or on the sidings and lines used by them or to any company or person using the same or otherwise during the execution or renewal by the Company of any works affecting the property of the Midland Company by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the Midland Company from all claims and demands upon or against them by reason of such execution renewal or failure and of any such act default or omission:

(8) The Company shall at their sole expense at all times maintain the bridge and other works by which Railway No. 5 shall be carried across or adjoin any property of the Midland Company in substantial repair

and good order and condition to the reasonable satisfaction in all respects of the engineer of the Midland Company and if and whenever the Company fail so to do after one month's notice from the Midland Company for that purpose or in case of urgency without notice the Midland Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Midland Company shall think requisite in that behalf for ensuring such repair and the sum from time to time reasonably incurred in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Midland Company from the Company in any court of competent jurisdiction:

(9) If any subsidence shall occur by which the level of the bridge carrying Railway No. 5 over the railways and property of the Midland Company shall be lowered so that the headway prescribed by this section or shown on the deposited sections as the case may be be not maintained then the Company shall at their own cost whenever called upon by the Midland Company to do so raise or lift the bridge over the railways and property of the Midland Company to the height and level above Ordnance datum at which it was originally constructed under the provisions of this Act:

(10) In constructing Railway No. 5 the Company shall not in any way obstruct or interfere with the traffic passing along the railways of the Midland Company and if by reason of any works or proceedings of the Company there shall be any obstruction or interference with the railways of the Midland Company as to impede or prevent the convenient passage of engines and carriages along the same the Company shall make good to the Midland Company any loss they may sustain by reason of any such obstruction or interference:

(11) If in the opinion of the Midland Company (or in case of difference between them and the Company) in the opinion of the arbitrator to be appointed as hereinafter provided it shall be necessary for the Midland Company

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to purchase or pay compensation for any minerals required to be left unworked then—

(A) If the same have to be left unworked solely for the protection and safety of any works constructed under the powers of this Act the Company shall on demand pay to the Midland Company all reasonable costs and expenses incurred by them in relation to any such purchase or payment of compensation; or

(B) If the same have to be left unworked for the protection and safety of any property of the Midland Company as well as of the said works to be constructed under the powers of this Act the Company shall on demand pay to the Midland Company a fair proportion of the reasonable costs and expenses incurred by them in relation to any such purchase or payment of compensation and the proportion of such costs and expenses payable by the Company shall in case of difference be determined by arbitration as hereinafter provided:

(12) If the Midland Company shall at any time hereafter be desirous of widening their railway under Railway No. 5 the Company shall afford to the Midland Company all reasonable and proper facilities for the construction of such widening according to plans to be agreed between the principal engineers of the two Companies for the time being or in case of difference to be determined by arbitration as hereinafter provided:

(13) If any dispute shall arise between the Midland Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall (except as aforesaid) be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

Provisions as to St. John's Church Institute.

26. The following provisions shall have effect with reference to the Church Institute Sunday Schools and buildings at present being on the land numbered 315 in the parish of Rhyndwyclydach on the deposited plans for Railway No. 5 unless otherwise agreed

in writing between the Company and the vicar and churchwardens of St. John's Church Clydach or other the owners for the time being of the said premises (hereinafter referred to as "the owners") (that is to say):—

(1) Notwithstanding anything in this Act it shall not be lawful for the Company to enter upon take or use any portion of the said Institute Sunday Schools and buildings (hereinafter called "the existing buildings") until a new site to be reasonably approved by the Company shall have been acquired by the owners on which a new Church Institute Sunday Schools and buildings (hereinafter called the "reinstated buildings") can be erected occupied and used for all such purposes as the existing buildings are now occupied and used:

(2) The Company shall pay or recoup the owners all the reasonable expenses incurred by the owners—

(A) In erecting the reinstated buildings including any necessary clearance of the new site for such purpose so as to contain the like accommodation and to be of like character and equally convenient to the existing buildings;

(B) In removing from the existing to the reinstated buildings such appliances apparatus and conveniences as are capable of being removed and of providing and fitting up on the reinstated buildings such other appliances apparatus and conveniences as are necessary to enable the owners to use the reinstated buildings in the same way as the existing buildings:

Such expenses shall be paid by the Company in such instalments and at such times as may reasonably be required by the owners who shall be entitled to require reasonable payments in advance:

(3) The Company shall not take or in any way interfere with the existing buildings or make the same or any part thereof or the access thereto from the main road less fit for the purposes for which they are used till the reinstated buildings are in all respects completed and ready for use to the reasonable satisfaction of the owners but such reinstated buildings shall be completed by the owners and ready for use as aforesaid with all reasonable despatch and not

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later than nine months after possession of the new site is obtained by the owners and the Company have paid to the owners or secured to the reasonable satisfaction of the owners the sum which the owners are entitled to require to have paid before they commence and during the construction of the buildings:

(4) The owners shall acquire a new site for the purposes aforesaid within one month of receiving from the Company notice to treat for the acquisition of the existing buildings:

(5) Upon the completion of the reinstated buildings or the expiration of the said nine months whichever shall first happen the existing buildings shall vest in the Company without further conveyance to or payment by the Company:

(6) If any difference shall arise between the Company and the owners under this section the same shall be settled on the application of either party by a surveyor to be appointed by the President for the time being of the Surveyors' Institution and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

As to private rights of way over lands taken compulsorily.

27. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of their acquisition by the Company be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Provision as to certain common lands.

28. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not purchase or acquire any greater areas of the following common or commonable lands in the parish of Llanguick than the areas hereinafter mentioned in connection therewith (that is to say):—

Name by which Lands are known.	Area to be taken.
Gwaun-cae-Gurwen Common - - -	1½ acres.
Mynydd-y-Garth Common - - -	8 acres.
Cefn Gwrhyd Common - - - -	2 acres.

And the Company shall before entering upon the said lands forming part of Gwaun-cae-Gurwen Common in lieu of paying compensation therefor add to the said common adjoining lands belonging to the Company or acquired by them for that purpose being of equal area with the portion of the said common required to be taken by them as aforesaid and such lands shall be thrown into and form part of the common and shall be subject to the common and other rights now enjoyed over or in respect of the said portion.

For the purpose of providing lands to be added to the said common lands under this section the Company may subject to the provisions of this Act enter upon take and use any of the lands delineated on the deposited plans and described in the deposited books of reference.

Period for completion of railways.

29. If the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Imposing penalty unless railways opened.

30. If the Company fail within the period limited by this Act to complete the railways and open the same for the public conveyance of passengers the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the uncompleted railway or railways is or are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided.

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But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

31. Every sum of money so recovered by way of penalty 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 has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway in respect of which the penalty has been incurred or any portion thereof or who 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 has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit.

If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

Period for compulsory purchase of lands.

32. The powers of this Act for the compulsory purchase of lands by the Company shall cease after the expiration of three years from the passing of this Act.

Power to owners to grant easements &c.

33. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or

privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Owners may be required to sell parts only of certain properties.

34. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other

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questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without

material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit. A.D. 1911.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Power to acquire easements for constructing tunnel on Railway No. 5.

35. And whereas Railway No. 5 is shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in the Second Schedule to this Act at a depth of 40 feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using that railway through or under those properties without being obliged to purchase the land over such railway or any houses buildings manufactories or premises thereon respectively unless the jury or the arbitrators or their umpire to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties the surface of which is at a less height than 40 feet above the crown of the said tunnel as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

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Power to make temporary railways.

36. The powers conferred upon the Company by the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof as incorporated with this Act shall extend and apply to the lands mentioned or referred to in the Third Schedule to this Act and to the making laying down maintenance and use by the Company upon those lands of such temporary railways tramroads or tramways as the Company may deem necessary or expedient for facilitating the construction of the portions of the railway specified in the said schedule and the tunnels shafts and other works connected therewith.

Power to Company to acquire additional lands.

37. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take and use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased siding and other accommodation and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company all or any of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):—

In the county of Glamorgan—

Certain lands in the parish of Llansamlet in the rural district of Swansea lying on and adjoining both sides of railway (No. 1) authorised by the Great Western Railway Act 1904 and between points respectively about 16 chains north-west and 16 chains south-east of the bridge at Felin-frân constructed to carry that railway over the road leading from Llansamlet to Birchgrove.

Power to raise additional capital.

38. The Company by the order of any general meeting of the Company may create and issue new shares or stock for such additional capital as they shall think necessary not exceeding five hundred thousand pounds exclusive of the other capital and other moneys which they are or may be authorised to create and issue or raise by this or any other Act or Acts of Parliament and the Company may create and issue such new shares or stock either wholly or partially as ordinary or wholly or partially as preferential shares or stock as they may think fit.

As to disposal of new shares or stock.

39. Notwithstanding anything contained in Part II. of the Companies Clauses Act 1863 the Company may in issuing any portion of the additional capital by this Act authorised dispose of all or any of the shares or stock representing the same at such times to such persons on such terms and conditions and in such manner as the directors think advantageous to the Company.

Power to cancel unissued shares or stock.

40. If the Company after having created any new shares or stock under the provisions of this Act or any other Act or Acts of Parliament relating to the Company or to any company amalgamated therewith determine not to issue the whole of the shares or stock created they may cancel the unissued shares or stock and may from time to time thereafter create and issue instead thereof other new shares or stock of an aggregate amount not exceeding the aggregate amount of the shares or stock so cancelled and in like manner the Company may create and issue new shares or stock in lieu of any new shares or stock which may have been issued and redeemed or in lieu of any certificate entitling the holder to be registered in respect of shares or stock.

Shares not to be issued until one-fifth part thereof shall have been paid up.

41. The Company shall not issue any share of less nominal value than ten pounds 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.

Except as otherwise provided new shares or stock to be subject to same incidents as other shares or stock.

42. Except as by or under the powers of this Act otherwise provided the capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be entitled and subject to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company and the new shares or stock were shares or stock in that capital The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

43. Every person who becomes entitled to new shares or stock of the Company under this Act shall in respect of the same be a holder of shares or stock in the Company and shall subject to the conditions on which the same may be issued be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or stock.

A.D. 1911.

Restriction as to votes in respect of preferential shares or stock.

44. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock of the Company to which a preferential dividend shall be assigned.

New shares or stock raised under this Act and any other Act of past or present sessions may be of same class.

45. Subject to the provisions of any Acts already passed by which the Company are authorised to create new shares or stock not already issued and to the provisions of this Act and any other Act passed in the present session of Parliament whether before or after the passing of this Act by which the Company may be authorised to create and issue capital by new shares or stock the Company may if they think fit create and issue new shares or stock of one and the same class for all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to create and issue by the creation and issue of new shares or stock.

Power to borrow.

46. The Company may in respect of the additional capital of five hundred thousand pounds which they are by this Act authorised to create and issue borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred and sixty-six thousand pounds but no part thereof shall be borrowed until shares for so much of the said capital as is to be created by means of shares are issued and accepted and one half of such capital 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 shares for the whole of that capital have been issued and accepted and that one half of that capital has been paid up and that not less than one-fifth part of the amount of each separate share in that capital has been paid on account thereof before or at the time of the issue or acceptance thereof or until stock for one half of so much of the said additional capital as is to be created by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company 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. A.D. 1911.

Company may issue debenture stock.

47. The Company may subject to the provisions of Part III. of the Companies Clauses Act 1863 create and issue debenture stock of a nominal amount equal to the amount of the moneys which they are by this Act authorised to borrow but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Mortgages already granted by Company to have priority.

48. All mortgages or bonds granted before the passing of this Act by the Company or by or in the name of any company whose undertaking is under the powers of any Act of Parliament purchased by the Company or amalgamated with the undertaking of or vested in the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted have priority over all mortgages granted after the passing of this Act by the Company But nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys raised by Company.

49. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall unless otherwise provided by this Act be applied only to the purposes of this Act and any other Act of the present session of Parliament to be carried into effect by the Company and to the general purposes of the undertaking of the Company being in every case purposes to which capital is properly applicable.

Power to Company to apply funds to purposes of Act.

50. The Company may apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose And the Company may for the general purposes of their undertaking and for the more efficient working of their traffic issue any shares or stocks which under the authority of any Act passed prior to the present session of Parliament the Company may have created or may hereafter create but which are not or may not be required for the special purposes for

A.D. 1911.

which such shares or stocks respectively were authorised to be created Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable.

Interest not to be paid on calls paid up.

51. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall 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.

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

52. The Company shall not out of any money by this Act authorised to be raised by them pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter 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 to execute any other work or undertaking.

Provision as to general Railway Acts.

53. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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 authorised by this Act.

Costs of Act.

54. All costs charges and expenses of and incident to the preparing for 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.

Describing Properties whereof Portions only may be required to be taken by the Company.

Area.	Numbers on deposited Plans.
	Railway No. 2.
Parish of Llanguick in the rural district of Pontardawe.	5 24 30.
	Railway No. 3.
Parish of Llanguick in the rural district of Pontardawe.	5 7 8 27 28 29 30 32 33 34 35 36 37 38 39 116 119.
	Railway No. 4.
Parish of Llanguick in the rural district of Pontardawe.	4 44 104 105.
	Railway No. 5.
Parish of Llanguick in the rural district of Pontardawe.	11 14 22 23 24 25 26 27 28 29 30 31 32 33 34 36 37 38.
Parish of Rhyndwyclydach in the rural district of Pontardawe.	9 10 11 13 18 19 20 22 24 28 29 30 31 32 33 34 35 36 37 38 39 41 42 45 61 62 63 76 77 78 79 80 81 95 129 130 131 132 133 170 171 172 173 174 175 176 177 178 179 181 182 191 192 196 198 199 200 212 213 214 215 216 217 218 224 254 255 256 257 258 259 260 261 268 269 270 271 272 273 274 275 276 277 278 290 291 292 293 304 305 306 307 308 313 314 318 320 325 326 327 340 354.
	Bridge and Lands at Felin-frân.
Parish of Llansamlet in the rural district of Swansea.	7 8 15.

SECOND SCHEDULE.

DESCRIBING PROPERTIES UNDER WHICH EASEMENTS ONLY MAY BE TAKEN.

Area.	Numbers on deposited Plans.
	RAILWAY No. 5.
Parish of Rhyndwyclydach in the rural district of Pontardawe.	31 32 33 34 35 36 37 38 39 40 41 46.

THIRD SCHEDULE.

DESCRIBING PROPERTIES UPON WHICH TEMPORARY RAILWAYS TRAMROADS AND TRAMWAYS MAY BE CONSTRUCTED.

Portion of Railway referred to.	Numbers on deposited Plans.	Area.
Railway No. 5 -	31 32 35 40 41 46 -	Parish of Rhyndwyclydach in the rural district of Pontardawe.

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