ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. clxi.

An Act for authorizing the *Llanelly* Railway and Dock Company to make and maintain new Lines of Railway by way of Deviation of their authorized *Swansea* Lines and *Carmarthen* Line and other Works, and to make Arrangements with other Companies, and to raise further Capital, and to make Provision for laying down Narrow Gauge Rails on the *Carmarthen and Cardigan* Railway; and for other Purposes.

[17th *July* 1862.]

WHEREAS by "The *Llanelly* Railway and Dock Act, 1853," divers Acts relating to the *Llanelly* Railway and Dock Company (in this Act called the Company) were repealed, and some of the Powers and Provisions thereof were amended, re-enacted, or continued, and the Company were authorized to maintain their then existing Railways and Docks, and to make and maintain Additions thereto, and (among them) a Branch Railway in the Parish of *Llandebie*, secondly described in Section 52 of the reciting Act, the Period for the Completion 16 & 17 Vict. c. clxix.

Completion whereof was (Section 55) Five Years from the Commencement of the reciting Act, and (Section 56) if on the Expiration of that Period that Branch was not completed and opened for public Traffic, Payment of Dividend on the Company's ordinary Capital was prohibited: And whereas the Company have made a Branch Railway in the Parish of *Llandebie*, which has long since been completed and opened for public Traffic, and which is worked by the Company as Part of their Railway, but the Line thereof is not coincident with the Line of the Branch Railway so authorized, and it is doubted whether the Branch Railway so made fulfils the Requirements of the recited Act, and it is expedient that all Doubts thereon be set at rest: And whereas by "The *Burry* Navigation and *Llanelly* Harbour Act, 1858," the Commissioners for the Execution of that Act (in this Act referred to as the *Burry* Commissioners) were authorized, with the Consent of the Company, to purchase Docks and other Works of the Company: And whereas by "The *Llanelly* Railway and Dock Act, 1860," the Company and the *Burry* Commissioners were authorized (Section 14) to agree with respect to guaranteeing Interest or Profit on any Sums not exceeding in the whole Fifty thousand Pounds, to be raised by the Company for the Purposes of additional Dock Gates and other Works and Conveniences to be executed by the Company; and by the same Act (Section 15) the Company and other Persons were authorized to agree with respect to guaranteeing Interest or Profit on any Part of the same Sum of Fifty thousand Pounds, and it is expedient that Arrangements between the Company and such Commissioners and Persons respectively, with respect to the making to them by the Company of counter Guarantees, be authorized: And whereas by "the *Llanelly* Railway (New Lines) Act, 1861," the Company were authorized to make and maintain additional Lines of Railway, being (Section 9) Railways Nos. 1 and 2, called "the *Swansea* Lines," and Railway No. 3, called "the *Carmarthen* Line," and (Section 31) after reciting that the *Carmarthen* Line, as laid down on the Plans deposited for the Purposes of the Act now in recital would pass in front of *Abergwilli Palace*, the Episcopal Residence of the Bishop of *St. David's*, and that it was alleged that, consistently with the Attainment of the Objects to be effected by that Line, a Deviation might be made from the Course thereof, so as to carry it behind the Palace, it was enacted, that as regarded the Portion of the *Carmarthen* Line between the Land numbered on those Plans 77, in the Parish of *Abergwilli*, and the Junction of that Line with the *Carmarthen and Cardigan* Railway, none of the Powers by the reciting Act granted for the taking of Lands or the Construction of the Railway should be exercised by the Company before the Thirty-first Day of *August* One thousand eight hundred and sixty-two, without the Consent in Writing of the Bishop; and that if the Company should in the Session of Parliament in the Year One thousand eight hundred and sixty-two obtain an Act authorizing them to make a Deviation of that Portion of the

21 & 22 Vict. c. lxxii.

23 & 24 Vict. c. clxi.

24 & 25 Vict. c. ccxvii.

Carmarthen

Carmarthen Line, so as to carry it behind and to the North of that Residence, or if the Company failed in the then next Session of Parliament to apply for and use their best Endeavours to obtain such an Act, then and in either of such Cases all the Powers by the reciting Act given to the Company for making that Portion of the *Carmarthen* Line, and for taking Lands for the Purposes thereof, should in the First Case from the passing of such Act, and in the Second Case from the Termination of the Session of Parliament in the Year One thousand eight hundred and sixty-two, cease and determine: And whereas it is expedient that the Company be authorized to make and maintain Lines of Railway by way of Deviation of the *Carmarthen* Line, so as to carry it behind and to the Northward of *Abergwilli Palace*: And whereas it is expedient that the Company be authorized to make and maintain the other Lines of Railway and Works by this Act authorized: And whereas it is expedient that the Company be authorized to abandon the making of so much of the *Swansea* Lines and the *Carmarthen* Line respectively as will be rendered unnecessary by the making of Lines of Railway by this Act authorized: And whereas it is expedient that such Provision as in this Act contained be made with reference to laying down Narrow Gauge Rails on Part of the Railway of the *Carmarthen and Cardigan* Railway Company (in this Act called the *Cardigan* Company) and to the User thereof: And whereas it is expedient that Arrangements be authorized between the Company and the *Vale of Neath* Railway Company (in this Act called "the *Vale of Neath* Company") with respect to the Railway No. 6 (*Swansea* Lines) by this Act authorized: And whereas it is expedient that Arrangements be authorized between the Company and the *South Wales* Railway Company (in this Act called "the *South Wales* Company") with respect to the Railway No. 1 (*Swansea* Lines), and the Railways Nos. 4 and 6 (*Swansea* Lines), by this Act authorized: And whereas by the recited Act of 1861, the Company's Undertaking was (Section 39) divided into their original Undertaking, and their *Swansea* Lines Undertaking, and their *Carmarthen* Line Undertaking, and they were authorized to raise a separate Capital for each of those Undertakings, and to borrow separate Monies on Mortgage in respect of each of those Undertakings: And whereas Plans and Sections of the Lines of Railway and Works by this Act authorized, showing the Lines and Levels thereof, and the Lands to be taken for the Purposes thereof, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the respective Clerks of the Peace for the County of *Carmarthen* and for the County of the Borough of *Carmarthen*, and for the County of *Glamorgan* respectively, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas those Lines of Railway and Works are respectively in extension of or in substitution for Parts of the *Swansea* Lines and the *Carmarthen* Line respectively: And whereas it is expedient

expedient that the Company be authorized to raise further Monies for the Purposes of those Lines of Railway and Works, and that other Provisions be made with respect to the Company: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Llanelly* Railway and Dock Act, 1862."

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

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," (save so far as any of the Sections and Provisions of those Acts respectively are expressly varied or excepted by this Act,) are incorporated with this Act.

Parts of 8 & 9 Vict. c. 16. incorporated.

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act:

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

With respect to the Transfer or Transmission of Shares:

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

With respect to the Forfeiture of Shares for Nonpayment of Calls:

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

With respect to the borrowing of Money by the Company on Mortgage or Bond:

With respect to the Conversion of the borrowed Money into Capital:

With respect to the Consolidation of Shares into Stock.

Same Meanings to Words in incorporated Acts as in this Act.

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

Power to take Lands for Works authorized by Act.

5. For the Purposes of the Works by this Act authorized, and shown on the deposited Plans, and also for the general Purpose of carrying this Act into effect, the Company from Time to Time may use such of their Lands as they think fit, and, subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they think requisite, and may (but not otherwise than by

by Agreement) purchase, take, and use any Rights, Easements, or Privileges in or affecting any of those Lands without purchasing any other Estate or Interest therein.

Company not to take Lands of the Swansea Harbour Trustees other than for Junction, except by Agreement.

6. The Company shall not take or use any of the Lands belonging to the *Swansea* Harbour Trustees, or take or use any Rights, Easements, or Privileges in or affecting any of those Lands further or otherwise than is necessary for the convenient Junction and Intercommunication between the *Swansea* Harbour Railway and the Railway No. 6 by this Act authorized, without the previous Consent in Writing of the *Swansea* Harbour Trustees under their Common Seal: Provided always, that the Company may purchase and take by Agreement, and the *Swansea* Harbour Trustees may grant to the Company, an Easement or Right of using, for the general Purposes of carrying this Act into effect, such Parts of the Lands of the *Swansea* Harbour Trustees shown on the deposited Plans and described in the deposited Books of Reference as may be agreed upon between the Company and the *Swansea* Harbour Trustees, upon such Terms as may be agreed upon between the Company and the said Trustees.

Powers for compulsory Purchases limited.

7. 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 Two Years after the passing of this Act.

Lands for extraordinary Purposes.

8. In addition to the Lands which the Company are by this Act authorized to purchase compulsorily, they from Time to Time, by Agreement, may purchase or acquire any Quantity of Land not exceeding Two Acres for the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845."

Power to Company to make Works authorized by Act.

9. Subject to the Provisions of this Act, the Company from Time to Time may make the several Lines of Railway and Works by this Act authorized, and so far as the same are shown on the deposited Plans and Sections, may make the same in the Lines and according to the Levels shown on the deposited Plans and Sections, and on the Lands shown on the deposited Plans and specified in the deposited Books of Reference.

Limiting the taking of Lands of Duke of Beaufort.

10. Provided always, That in constructing the Railway through the Lands in the Parish of *Swansea* shown on the deposited Plans it shall not be lawful for the Company to enter upon, take, or use any greater Portion of those Lands than is marked with Green Lines on a Plan signed by *Charles Baker* on behalf of the Duke of *Beaufort* and by *Henry Conybeare* on behalf of the Company.

Works authorized by Act.

11. The Lines of Railway and Works by this Act authorized comprise the following Lines of Railway, with all proper Sidings, Stations, Approaches,

Approaches, and other Works and Conveniences connected therewith; (that is to say,)

Firstly, Railway No. 4 (*Swansea* Lines), wholly within the Parish of *Swansea*, commencing from and out of the authorized Railway No. 1 (*Swansea* Lines), and terminating by a Junction with that Railway:

Secondly, Railway No. 6 (*Swansea* Lines), wholly within the Parish of *Swansea*, commencing from and out of the authorized Railway No. 1 (*Swansea* Lines), and terminating by a Junction with the High Level Railway of the *Swansea* Harbour Trustees; and a Station at or near to the Termination of and in connexion with that intended Railway:

Thirdly, Railway No. 7 (*Carmarthen* Line), (on the deposited Plans and Sections called Railway No. 1, or Line No. 1), commencing from and out of the authorized *Carmarthen* Line in the Parish of *Abergwilli*, and terminating in the Parish of *St. Peter's* in the County of the Borough of *Carmarthen*, and (if the Company so think fit) a Junction of that intended Railway with the *Carmarthen and Cardigan* Railway:

Fourthly, a Railway No. 8 (*Carmarthen* Line), (on the deposited Plans and Sections called Railway No. 2, or Line No. 2), wholly within the Parish of *St. Peter's*, commencing at or near to the Termination of the intended Railway No. 7 (*Carmarthen* Line), and terminating in that Parish, with (if the Company so think fit) a Junction of that intended Railway No. 8 (*Carmarthen* Line), at or near to the Commencement thereof, with the *Carmarthen and Cardigan* Railway.

Point of Junction with Swansea Harbour Railway.

12. Provided always, That the Junction of the Railway No. 6 by this Act authorized with the *Swansea* Harbour Railway shall not (except with the previous Consent in Writing of the *Swansea* Harbour Trustees under their Common Seal) be at a Point Westward of a Point marked A B on a Copy of the deposited Plan signed by *Richard Glascodine* and *Lewis Thomas*.

Inclination of Roads.

13. When the several Roads, numbered on the deposited Plans as follows, are altered for the Purposes of this Act, the Company may make those Roads respectively of any Inclination not steeper than as follows:

No. on Plan.	Parish.	Description of Road.	Inclination of Road.
96	Saint Peter's -	Parish Road -	1 in 15 on the one Side, and 1 in 40 on the other Side.
99	Saint Peter's -	Parish Road -	1 in 15 on the one Side, and 1 in 40 on the other Side.

14. In

Span of Arches.

14. In carrying the Railway over the several Roads numbered on the deposited Plans as follows, the Company may make the Arches for the Purpose of any Span and Height not less than as follows:

No. on Plan.	Parish.	Description of Road.	Span of Arch.	Height.
10	Saint Peter's	Turnpike Road -	30 Feet.	14 Feet.
38	Swansea -	Bathurst Street -	The full Width of the Street	

Power to alter Engineering Works.

15. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon; provided that every such Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificates, provided it shall appear to them upon due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Limiting Deviation Seaward.

16. Where the Limits of Deviation extend below High-water Mark, the Railways and other Works shall not deviate from the continuous centre Line of Way marked on the Plans deposited at the Admiralty, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only in such Manner as may be mentioned in any such Consent.

Admiralty may abate unauthorized Deviations.

17. If any Deviation which requires the previous Consent of the said Lord High Admiral or the said Commissioners be made without such Consent, it shall be lawful for the said Lord High Admiral or the said Commissioners to abate every such Deviation, or any Part thereof, and the Cost of every such Abatement shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

18. Where

For preserving Access to the Sea.

18. Where the Limits of Deviation extend below High-water Mark, and the Railways cut off or will cut off Access between the Land and Water, the Company shall during the Formation of the Lines of Railway and from Time to Time thereafter, make and for ever maintain and allow to be used by all Persons and at all Times, free of Toll or other Charge, all such Footways and Carriageways over, under, or across the Railways, or on a Level therewith, as the said Lord High Admiral or the said Commissioners shall at any Time or from Time to Time require, such Requirement to be signified in Writing under the Hand of the Secretary of the Admiralty: Provided always, that the Company shall not be required to make such Footways or Carriageways in such a Manner as would prevent or obstruct the working or using of the Railways, nor to make any such Footways or Carriageways over any Lands for the Use of Owners and Occupiers who shall have agreed to receive and shall have been paid Compensation for the Severance of such Lands from the Shore; provided also, that the Expense of making and maintaining such Footways or Carriageways shall be defrayed by the Body or Persons interested in the Shore, for whose Benefit or Convenience such Crossing shall be required, and if any such Carriageway be made across the Railways on the Level, then the Manner of making and watching such level Crossing shall be subject to the Approval of the Board of Trade, and all Expenses attending the watching of such level Crossing shall in like Manner be paid by the Body or Persons interested in the Shore for whose Benefit or Convenience such level Crossing shall have been made.

Admiralty may order local Surveys at Expense of Company.

19. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Admiralty at Expense of Company.

20. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River, or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition at the Cost and Charge of the Company, and the Amount

Amount thereof shall be a Debt due from the Company to the Crown, and if not paid upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Junctions with Swansea Harbour and Carmarthen Railways.

21. The several Junctions by this Act authorized of the Railway with the Railway of the *Swansea* Harbour Trustees and the Railway of the *Cardigan* Company shall be effected by means of Connexion Rails and Points of the Construction most approved and laid in the Manner most approved, and under the Superintendence and to the reasonable Satisfaction of the respective Engineers of the *Swansea* Harbour Trustees and the *Cardigan* Company, and all Alterations and Repairs thereof shall on every Occasion be made under the like Superintendence and to the like Satisfaction, and all the Expenses of making, altering, and repairing those Junctions respectively shall be paid by the Company.

Differences as to Junctions to be determined by Arbitration.

22. Provided, That in every Case of Difference between the Engineer of the *Swansea* Harbour Trustees or of the *Cardigan* Company and the Company's Engineer, with respect to any Works for effecting or repairing any such Communications, the Difference shall be determined by an Arbitrator, to be, on the Application of the Two Companies interested, or either of them, appointed by the Board of Trade.

Junction with Swansea Harbour Railway to be made under the Direction of the Engineer of that Railway.

23. The Junction between the Railway No. 6, by this Act authorized and the *Swansea* Harbour Railway, and all such Interferences with the Works of that Railway as may be necessary or convenient for effecting such Junction, shall be made and maintained under the Direction and Superintendence of the Engineer for the Time being of the *Swansea* Harbour Railway, and in case of any Difference arising as to the Mode of effecting or maintaining any such Junction, the same shall be determined by a Referee, to be appointed, at the Cost of the Company, by the Board of Trade on the Application of the Company or of the Company or Body with whom any such Difference shall arise, and all the Expenses of making, altering, and maintaining any such Junction shall be paid by the Company.

Signals at Junctions.

24. The Company from Time to Time shall make, maintain, and alter, as well on the Land of the *Swansea* Harbour Trustees, or as the Case may be, of the *Cardigan* Company, as on the Land of the Company, such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants as are respectively necessary for the Prevention of Danger to or Interference with Traffic at or near to the respective Junctions by this Act authorized, and the working and Management of the Signals, Works, and Conveniences, and the Control and Direction of the Watchmen, Pointsmen, and Servants shall (except as is by this Act otherwise provided) belong to the Company.

Management of Signals.

25. Provided, That the *Swansea* Harbour Trustees, or as the Case may be, the *Cardigan* Company, may if they think fit have the working and Management of the Signal Works and Conveniences, and the Appointment, Removal, and Direction of the Watchmen, Pointsmen, and Servants at any Junction with their respective Railway, and in that Case the Company from Time to Time shall pay to them their reasonable Expenses in that Behalf; and unless it be otherwise agreed, shall pay the same half-yearly, and the Amount thereof may be recovered from the Company in any County or other Court having by Law Cognizance of the Action.

As to crossing of Carmarthen and Cardigan Railway.

26. That Portion of the Railway by this Act authorized which will cross the *Carmarthen and Cardigan* Railway shall be in the first instance constructed, and all Alterations and Repairs thereof shall on every Occasion be made under the Superintendence and to the reasonable Satisfaction of the Engineer of the *Cardigan* Company; and the Engineer and other Officers of the *Cardigan* Company shall have the Control and Direction of the Traffic, Engines, Carriages, Officers, and Servants of the Company while passing over that Portion of the said Railways; and the *Cardigan* Company, their Engineer, Officers, and Servants, shall afford and render all reasonable Facilities and Services for the Passage of the Traffic of the Company across the Railway of the *Cardigan* Company without any undue Interruption or Delay: Provided that in every Case of Difference between the respective Engineers, Officers, or Servants of the Two Companies with reference to any of the Matters comprised in this Section, the Matters in difference shall be determined by Arbitration: Provided also, that in respect of the Use of such Crossing, the Company shall from Time to Time pay to the *Cardigan* Company such Sums as shall be agreed upon between them, or in default of Agreement as shall be settled by Arbitration.

Period for Completion of Works.

27. The several Lines of Railway by this Act authorized shall be completed within Four Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making the same respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Dividends suspended if Railways not opened within Period limited.

28. If the several Lines of Railway by this Act authorized be not completed and opened for public Traffic within the Period limited for the Completion thereof, then after the Expiration of that Period the Company shall not pay or declare any Dividend on their ordinary Capital until those Lines of Railway are completed and opened for public Traffic.

Power for Company to abandon Parts of

29. The Company may and shall abandon the making of the Portion of the authorized Railway No. 1 (*Swansea* Lines) between the Commencement and Termination of the Railway No. 4 (*Swansea* Lines) by this

this Act authorized, and also the making of the authorized Railway No. 3 (*Carmarthen* Line) from the Commencement of the Railway No. 7 by this Act authorized, up to and including the authorized Termination of that Railway No. 3. authorized Railways.

30. Where before the passing of this Act any Contract was entered into or Notice given by the Company for purchasing any Land which the Company were authorized to purchase for making any Portion of Railway by this Act authorized to be abandoned, the Company shall make to the Owners or Occupiers or other Persons interested in the Land full Compensation for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed in accordance with the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner by "The Lands Clauses Consolidation Act, 1845," provided for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof. Compensation to be made in respect of Lines abandoned.

31. The Provisions of this Act with respect to the Abandonment by the Company of Portions of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were authorized to purchase for the Purpose of making the Portion of Railway to receive from the Company Compensation in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on the Land for surveying and taking Levels, or probing or boring or setting out the Line of the Works. Compensation for Damage done to Land by entering, &c.

32. The Company shall, at their own Expense, make and maintain the Works following; (to wit,) Provision for the Execution of certain Works on the Swansea Lines.

1. An Archway, as high as the Nature of the Ground will permit, under the Railway No. 1 (*Swansea* Lines) authorized by "The *Llanelly* Railway (new Lines) Act, 1861," at a Point opposite the South End of *Bryn Mill Lane* in the Parish of *Swansea:*
2. A Crossing on the Level of their Railway fit for Horses, Carriages, and Cattle, with good and sufficient Gates across the same on each Side of the Railway, near the triangular Piece of Ground at *Saint Helen's*, or at some convenient Point between that Piece of Ground and the South End of *Gorse Lane;* and the Manner of making and watching such level Crossing shall be subject to the Approval of the Board of Trade:
3. Two good and sufficient wooden Bridges, fit for Foot Passengers, with convenient Approaches and Inclinations, and with proper Railings or Fences along each Side thereof, and Gates or Stiles at the End thereof, One of such Bridges to be made at a Point between the said triangular Piece of Ground and *Sea-beach Cottage,*

Cottage, and the other at such Point near the old Union Workhouse as the Mayor, Aldermen, and Burgesses of the Borough of *Swansea* (herein-after called the *Swansea* Corporation) shall by Writing under their Common Seal direct:

Provided always, that the Company shall not be bound to make or maintain those Bridges respectively or either of them unless required so to do by Notice from the *Swansea* Corporation under their Common Seal after and within Two Years from the opening for public Traffic of the Railway No. 1 (*Swansea* Lines), nor if, after being so required, they shall tender or pay to the *Swansea* Corporation the Sum of Fifty Pounds in respect of each Bridge which the *Swansea* Corporation shall so require them to make, and shall permit the *Swansea* Corporation to make and maintain the same.

Provision for certain Works on Railway No. 6 (Swansea Lines).

33. In respect of the Railway No. 6 (*Swansea* Lines) by this Act authorized, the Company shall be bound by, conform to, and fulfil the Stipulations following; (to wit,)

1. The Span of the Bridge or Arch for carrying the Railway over *Bathurst Street* shall be such as not to lessen the present clear Width of that Street:
2. The Railway shall be carried over the Road leading from the West End of the *South* Docks towards the *Oystermouth* Road, opposite the Gasworks, by means of an Arch or Opening of the clear Width of Forty Feet at the least:
3. The Road or Highway in front of the old Union Workhouse, and extending thence towards the West End of the *South* Docks, shall not be reduced to a less Width than Forty Feet in any Part.

Company to observe certain Conditions in respect to Railway No. 4.

34. In respect to the Railway No. 4 by this Act authorized, the Company shall conform to and observe the following Regulations, and shall execute the following Works (in substitution for the Regulations and Works prescribed by the Thirtieth Section of the recited Act of 1861, in respect to the Part by this Act authorized to be abandoned of the Railway No. 1 (*Swansea* Lines):

1. Between the Points marked on the deposited Plans as denoting Five Furlongs and One Mile and Five Furlongs, they shall not deviate the Railway to the Southward of the centre Line, and shall use any Land they may acquire between those Points only for the Construction of through Lines of Railway:
2. They shall not at any Time hereafter construct between the Points aforesaid any Station or Siding, or use any through Line between those Points as a Siding, without the previous Consent in Writing of the Owner for the Time being of the Estate in the Parish of *Swansea*, known as the *Singleton* Estate:
3. They shall make, and at all Times hereafter maintain, for the Use and Accommodation of the Owners and Occupiers for the Time being

being of the *Singleton* Estate, at such Places between the Points aforesaid, and in such Manner as shall, within Twelve Months after the passing of this Act, be prescribed by the said Owners, Two good and sufficient Roads or Ways for the Passage across the Railway of Horses, Carriages, and Cattle, and shall set up and at all Times maintain, good and sufficient Gates across the said Roads or Ways on each Side of the said Railway, which Gates shall, subject to the Provisions of "The Railways Clauses Consolidation Act, 1845," be under the Control of the Owners and Occupiers for the Time being of the said Estate; and the Company shall also provide and maintain between the Points aforesaid Two Ways or Passages across the said Railway for the Use of Persons on Foot, One of which shall be opposite to the old Lodge Entrance to the *Singleton* Estate, and the other of which shall be opposite to the Road called the *New Road* leading to *Sketty Green*.

As to carrying Railway No. 4 over Oystermouth Railway.

35. The Railway No. 4 shall be carried over the *Oystermouth* Railway by means of a flat Girder Bridge of a clear Width of not less than Eighteen Feet, and of a clear Height of not less than Sixteen Feet throughout.

As to Screen for Oystermouth Tramroad.

36. The Sections of "The Railways Clauses Consolidation Act, 1845," numbered respectively 63 and 64, relating to Works for screening Roads, shall extend and apply to the *Oystermouth* Railway or Tramroad, as if it were a Turnpike Road.

Existing Branch Railway in Parish of Llandebie to be deemed Line described in Sect. 52. of 16 & 17 Vict. c. clxix.

37. The Branch Railway in the Parish of *Llandebie*, running Eastward from the Company's Main Line on *Pistillishaf Farm*, which the Company have made and opened for public Traffic and now work, shall, as from the Time of the making thereof, and for all Purposes, be deemed to be the Branch Railway secondly described in Section 52 of "The *Llanelly* Railway and Dock Act, 1853," and which by that Act the Company were authorized to make and maintain.

Part of Mr. Sterry's Railway to be Part of Company's Railway No. 2, Swansea Lines.

38. So much of the Railway known as Mr. *Sterry's* Railway, in the Parish of *Loughor* in the County of *Glamorgan*, which the Company have acquired or may acquire under the recited Act of 1861, for the Purposes of the Railway thereby authorized, as the Company do not appropriate and use for those Purposes shall, for the Purposes of Tolls, Fares, Rates, and Charges, and all other Purposes be Part of the Company's Railway, No. 2 (*Swansea* Lines), and the Company may maintain, manage, regulate, work, and use the same accordingly; provided that the same shall not be used for the Conveyance of Passengers by Steam or other mechanical Power until such User shall have been authorized by the Board of Trade, after Inspection under the Provisions of the Public General Act 5 & 6 *Victoria*, Chapter 55.

Company's Swansea Lines Undertaking declared.

39. So much of the Railways Nos. 1 and 2 (*Swansea* Lines) by the recited Act of 1861 authorized, as is not by this Act authorized to be abandoned, and the Railways Nos. 4 and 6 (*Swansea* Lines) by this Act authorized, and that Part of Mr. *Sterry's* Railway, which is to be Part of the Railway No. 2 (*Swansea* Lines), shall together form the Company's *Swansea* Lines, and the same, and the Lands, Works, and Property from Time to Time vested in the Company by or under the recited Act of 1861 and this Act respectively, for the Purposes of the *Swansea* Lines, shall be the Company's *Swansea* Lines Undertaking.

Company's Carmarthen Line Undertaking declared.

40. So much of the Railway No. 3 (*Carmarthen* Line) by the recited Act of 1861 authorized, as is not by this Act authorized to be abandoned, and the Railway Nos. 7, 8, and 9 (*Carmarthen* Lines) by this Act authorized, shall together form the Company's *Carmarthen* Line, and the same, and the Lands, Works, and Property from Time to Time vested in the Company by or under the recited Act of 1861 and this Act respectively, for the Purposes of the *Carmarthen* Line, shall be the Company's *Carmarthen* Line Undertaking; and the Purposes of this Act relating to Railways of other Companies joining the *Carmarthen* Line shall be deemed Purposes of the *Carmarthen* Line Undertaking.

Power to lay down Narrow Gauge Rails on Carmarthen and Cardigan Railway.

41. The Company or the *Cardigan* Company from Time to Time may lay down and maintain on the *Carmarthen and Cardigan* Railway, from the Point marked on the deposited Plans "Datum Point A" to the Junction of that Railway with the *South Wales* Railway, and all Stations on that Portion of the *Carmarthen and Cardigan* Railway, and the Sidings, Works, and Conveniences connected with that Portion of Railway and those Stations respectively, additional Rails, and make and maintain Alterations of those Works and Conveniences, so as to admit of the User of that Portion of Railway, and of those Stations, Works, and Conveniences respectively, by Engines, Carriages, and other Rolling Stock adapted for the Narrow Gauge, as well as by Engines, Carriages, and other Rolling Stock adapted for the Broad Gauge: Provided always, that the Company shall not exercise the foregoing Powers of this Section until at least Nine Months after they shall have in Writing required the *Cardigan* Company so to do, and the *Cardigan* Company shall during the whole of that Period have failed so to do.

Terms and Conditions for using the same.

42. Before the Company, or as the Case may be, the *Cardigan* Company, commence laying down such additional Rails on the *Carmarthen and Cardigan* Railway as aforesaid, the Terms, Conditions, and Regulations to be observed and fulfilled, and Payments to be made by the Company, and the Services and Regulations to be rendered, observed, and fulfilled by the *Cardigan* Company for and with respect to the same, and the working over and using by the Company thereof and of the *Carmarthen* Station of the *Cardigan* Company shall (if not previously agreed upon between

between them) be settled by Arbitration; and the Arbitrator shall have regard to all the Circumstances of the Case, and in awarding the Payments to be made by the Company shall not be limited to the Tolls and Charges authorized to be taken by the *Cardigan* Company, but may in his Discretion award Payments either greater or less than those Tolls and Charges; and the laying down of such additional Rails shall not be commenced for Three Months from the Delivery of the Award; and if within those Three Months the Company give to the *Cardigan* Company Notice in Writing that they decline the laying down of the additional Rails as aforesaid, then the Powers of this Act in that Behalf shall cease, and the Award shall be void and of no effect, but in that Case the Company shall pay all Costs of and attending the Award.

Power to use Carmarthen and Cardigan Railway when altered.

43. If and when the said additional Rails are laid down as by this Act provided, the Company and all other Persons lawfully working over or using all or any Part of the Company's Railways from Time to Time may work over and use with their respective Engines and other locomotive Power, Carriages, and other Rolling Stock, and their respective Officers and Servants, and for the Purposes of Traffic of every Description all or any Part of the *Carmarthen and Cardigan* Railway, and Sidings, Works, Conveniences, and Station aforesaid on or in which such additional Rails shall be laid down, and the Company or Persons from Time to Time owning or working the *Carmarthen and Cardigan* Railway shall afford and render all requisite Facilities and Services for that Purpose upon, under, and subject to the Terms, Conditions, Regulations, and Payments so agreed upon or awarded as aforesaid.

Arbitration.

44. All Matters in which the Company and the *Cardigan* Company are mutually interested, and by this Act directed to be settled by Arbitration, shall be from Time to Time determined by a single Arbitrator to be appointed by the Board of Trade on the Application of the Company and the *Cardigan* Company, or of either of them, and the Costs of and attending the Arbitration and Award shall be in his Discretion, except in the Case herein-before provided for.

Saving Property of South Wales Railway Company.

45. Provided always, That nothing herein-before contained shall authorize the Company or the *Cardigan* Company to lay down any additional Rails, or make any Alterations in, of, or over, or otherwise to interfere with the *South Wales* Railway, or any Station thereon, or any Works or Lands belonging to the *South Wales* Railway Company.

Power for Company and Vale of Neath Company to enter into Agreement.

46. The Company on the one hand, and the *Vale of Neath* Company on the other hand, from Time to Time may enter into and carry into effect all such Agreements as the contracting Companies from Time to Time think fit, and on such Terms and Conditions as the contracting Companies think fit, for all or any of the following Purposes; (that is to say,)

First,

First, the Maintenance, Management, and User by the contracting Companies, or either of them, of any or any Part of the Railway No. 6 (*Swansea* Lines), and the Stations, Works, and Conveniences in connexion therewith, by this Act authorized:

Secondly, the Adaptation of all or any Part of the same Railway, Station, Works, and Conveniences respectively to the Broad Gauge or the Narrow Gauge, or both the Broad Gauge and the Narrow Gauge:

Thirdly, the Acquisition by the contracting Companies, or either of them, of Lands required for the same Railway, Station, Works, and Conveniences, or any Part thereof:

Fourthly, the Division between the contracting Companies, and the Payment by them or either of them, of all or any Part of the Costs and Expenses of and incidental to those several Purposes:

Fifthly, the Tolls, Rates, Fares, or Charges to be charged by the contracting Companies respectively to each other, and the Payments to be made by either of them to the other of them:

Sixthly, all Matters incidental or accessory to the Purposes aforesaid.

Power for Company and South Wales Company to enter into Agreements.

47. The Company and the *South Wales* Company from Time to Time may enter into and carry into effect all such Agreements as they from Time to Time think fit, and on such Terms and Conditions as they think fit, for all or any of the following Purposes; (that is to say,)

First, the Maintenance, Management, and User of the authorized Railway No. 1 (*Swansea* Lines), and the Railways Nos. 4 and 6 (*Swansea* Lines), by this Act authorized, and the Stations, Works, and Conveniences connected therewith respectively, or any of them, or any Parts thereof respectively:

Secondly, the Adaptation of all or any Part of the same Railways, Stations, Works, and Conveniences respectively to the Broad Gauge or to the Narrow Gauge, or both the Broad Gauge and the Narrow Gauge:

Thirdly, the Acquisition by the Two Companies, or either of them, of Lands required for the same Railways, Stations, Works, and Conveniences, or any of them, or any Part thereof respectively:

Fourthly, the Division between the Two Companies, and the Payment by them or either of them, of all or any Part of the Costs and Expenses of and incident to those several Purposes:

Fifthly, the Tolls, Fares, Rates, or Charges to be charged by the Two Companies respectively to each other, and the Payments to be made by either of them to the other of them:

Sixthly, all Matters incidental or accessory to the Purposes aforesaid.

Agreements not to affect Third Parties.

48. No Agreement under this Act between the Company on the one hand, and the *Vale of Neath* Company, or the *South Wales* Company, or the *Cardigan* Company, on the other hand, shall in any Manner increase or diminish, alter or affect any of the Tolls and Charges which the

the contracting Companies, or any of them, are from Time to Time respectively authorized to demand and take from any other Company or Person, but all other Companies and Persons shall, notwithstanding any such Agreement, be entitled to the User and Benefit of the Railway to which the Agreement relates, on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Agreement were not entered into.

Sanction of Shareholders for Agreements.

49. No such Agreement or any Modification shall have any Operation unless it receive the Sanction of at least Three Fifths of the Votes of the Shareholders of the separate Capital of the Company entitled to vote in the Matter, present in Person or by Proxy at a General Meeting of the Company specially convened for the Purpose, and the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of the other contracting Company, or as the Case may be, each of the other contracting Companies, specially convened for the Purpose.

Approval of Agreements by Board of Trade.

50. Any such Agreement made under this Act, with respect to the Working or User of any Railway (save such Agreements as can from Time to Time be entered into under the Provisions of "The Railways Clauses Consolidation Act, 1845,") shall be subject to the Approval of the Board of Trade, and the Board of Trade shall not approve the Agreement without being satisfied that it has the herein-before prescribed Sanction of Shareholders.

Modification of Agreement by Board of Trade.

51. The Board of Trade, if they think it requisite for the Protection of the public Interest, may, on the Expiration of Ten Years after their Approval of any such Agreement, and so from Ten Years to Ten Years, modify the Terms and Conditions thereof, so as to protect the public Interests, and thenceforth the Agreement shall be read and take effect with the Modification accordingly.

Notice of Revision.

52. The Company, previously to the Expiration of each such decennial Period, shall give such Notice as the Board of Trade shall prescribe, that that Board has such Power, and is about to enter upon such Revision, and will entertain Complaints with a view to the Removal of any Evil to the Public resulting from any such Contract.

Power for Company to grant counter Guarantees to Burry Commissioners.

53. The Company, with the Sanction of at least Three Fifths of the Votes of the Shareholders entitled to vote in the Matter, present in Person or by Proxy at a General Meeting of the Company specially convened for the Purpose, and by Agreement with the *Burry* Commissioners or other Persons, and by way of counter Guarantee to such Commissioners or Persons for any Guarantee already or hereafter given by them respectively, either alone or jointly with the Company under the recited Act of 1860, may make to such Commissioners or Persons any

Charge on any Lands acquired, or Works or Additions or Improvements to Works made by means of any Monies so guaranteed by such Commissioners or Persons, and all or any of the additional or increased Tolls, Rates, Charges, Rents, and Profits arising therefrom or produced thereby, and every such Guarantee may be on such Terms and Conditions as the Company and such Commissioners or Persons respectively agree on: Provided always, that no Guarantee shall be given under this Act except by way of counter Guarantee as aforesaid.

Tolls on Railways.

54. Subject to the Provisions of this Act and of the several other Acts relating to the Company, and applicable in that Behalf, and from Time to Time in force, the Company from Time to Time may demand and take in respect of the several Railways by this Act authorized to be made and to be worked and used respectively by the Company, for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all other Matters with respect to Traffic thereon and thereat, the like Amount of Tolls, Fares, Rates, and Charges as by the other several Acts relating to the Company, or any of them, the Company are from Time to Time authorized to demand and take for like Traffic, Services, and Matters on and with respect to their present Railway, and with and subject to the like Powers and Provisions as if the several Railways by this Act authorized to be made and to be worked and used respectively by the Company were Part of the Company's originally authorized Railway.

Maximum Tolls.

55. Provided, That the maximum Charges to be made by the Company with respect to Tolls, Fares, Rates, and Charges for the User of the several Railways by this Act authorized to be made and to be worked and used respectively by the Company, or any Part thereof respectively, or for Carriages, Waggons, and Trucks, and every Expense incidental to the Conveyance of Traffic thereon, shall not exceed the several Sums in that Behalf limited by the several Acts from Time to Time in force with respect to the Company.

For Tolls Railways worked by Company to be deemed continuous.

56. With respect to Tolls, Fares, Rates, and Charges to be demanded and taken by the Company, the several Railways from Time to Time worked or used by the Company shall be deemed to form One continuous Line of Railway.

Provisions of Act applicable to separate Capitals.

57. The several Powers and Provisions of this Act with respect to the additional Capital by this Act authorized, and the Shares thereof, and the Holders of the Shares shall, except as is by this Act otherwise provided, have a separate and distinct Operation with respect to each of the separate Capitals, and the Shares thereof, and the Holders of those Shares.

58. The

Power for Company to raise Money by new Shares.

58. The Company from Time to Time, with the Sanction of at least Three Fifths of the Votes of the Shareholders entitled to vote in the Matter, present in Person or by Proxy at a General Meeting of the Company specially convened for the Purpose, may raise, by the Creation and Issue of new Shares, any Sums not exceeding the following; (that is to say,)

In respect of their *Swansea* Lines Undertaking, and in addition to their *Swansea* Lines Capital of One hundred and fifty-five thousand Pounds, any Sums not exceeding in the whole Eleven thousand Pounds for the Purposes of the *Swansea* Lines:

In respect of their *Carmarthen* Line Undertaking, and in addition to their *Carmarthen* Line Capital of One hundred and fifteen thousand Pounds, any Sums not exceeding in the whole Fourteen thousand Pounds for the Purposes of the *Carmarthen* Line.

New Shares to be of separate Capitals.

59. The new Shares from Time to Time created under this Act for raising the additional Capital by this Act authorized in respect of the *Swansea* Lines Undertaking shall be new Shares of the *Swansea* Lines Capital, and the new Shares from Time to Time created under this Act for raising the additional Capital by this Act authorized in respect of the *Carmarthen* Line Undertaking shall be new Shares of the *Carmarthen* Line Capital.

Power to cancel unissued new Shares.

60. If the Company, after having created any new Shares, determine not to issue the whole of the new Shares, they may cancel the unissued new Shares, and from Time to Time thereafter create and issue instead thereof other new Shares of like nominal Amount, but only of the separate Capital of which the cancelled Shares were Shares.

Calls on new Shares.

61. The Company may, as they from Time to Time think fit, fix the Amounts and Times of Payment of the Calls on the new Shares.

New Shares to be offered to existing Shareholders.

62. The additional Capital for every separate Undertaking which the Company from Time to Time issue under this Act shall be divided into Shares of such Amount as will, so far as the Company find convenient, admit of the same being apportioned among the Holders of the existing Shares of the separate Capital of the Company for that Undertaking in proportion to the Amount of the existing Shares so held by them, and shall be offered to them at Par in that Proportion.

Manner of Offer.

63. Every such Offer of new Shares shall be made by Letter, under the Hand of the Secretary or Treasurer of the Company, given to every Shareholder entitled to the Offer, or sent by Post addressed to him according to his Address in the Shareholders Address Book, or left for him at his usual or last known Place of Abode in *England;* and every

such

such Offer made by Letter shall be deemed as made on the Day on which the Letter in due Course of the Post ought to be delivered at the Place to which it is addressed.

Vesting of new Shares.

64. The new Shares so offered shall vest in and belong to the Shareholders who accept them, or their Nominees.

Disposal of unaccepted new Shares.

65. If any Shareholder fail for One Month after the Offer of new Shares to him to accept them, the Company may dispose of the unaccepted new Shares to any other Persons.

Enlargement of Time for accepting new Shares.

66. Provided, That where any Shareholder from Absence abroad or other Cause satisfactory to the Directors, omits to signify within the Time by this Act limited, his Acceptance of the new Shares offered to him, the Directors, if they think fit, but not otherwise, may permit him to accept them, notwithstanding the Time has elapsed.

General Disposal of new Shares.

67. Except as is by this Act provided with respect to offering new Shares to Holders of existing Shares, the Company from Time to Time may dispose of the new Shares to such Persons, and on such Terms and Conditions, and in such Manner as the Company think most to their Advantage, but so, nevertheless, that not less than the full nominal Value of the Shares shall be paid when and as called up.

Power to borrow on Mortgage.

68. In addition to the Sums which the Company are already authorized to borrow, they from Time to Time may borrow on Mortgage any further Sums not exceeding the following; (that is to say,)

With respect to the *Swansea* Lines Undertaking	- £3,660
With respect to the *Carmarthen* Line Undertaking	- 4,660
Total -	- £8,320

Restrictions on borrowing.

69. Provided, That the Company shall not borrow in respect of their *Swansea* Lines Undertaking any Part of the Sum of Three thousand six hundred and sixty Pounds until the whole of the Addition of Eleven thousand Pounds to the *Swansea* Lines Capital is subscribed for or taken, and One Half thereof is actually paid up; and shall not borrow in respect of their *Carmarthen* Line Undertaking any Part of the Sum of Four thousand six hundred and sixty Pounds until the whole of the Addition of Fourteen thousand Pounds to the *Carmarthen* Line Capital is subscribed for or taken and One Half thereof is actually paid up; provided also, that no Money shall be so borrowed by the Company in respect of any such Undertaking until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the additional

Capital

Capital by this Act authorized for the Purposes of that Undertaking is subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proofs having been given, the Certificate of such Justice under that Section shall be sufficient Evidence).

Limit of Mortgages under Act.

70. The several Mortgages which the Company issue under this Act for securing Monies with respect to either of their Undertakings shall comprise only the respective Undertaking, and the Tolls, Fares, Rates, and Charges to be demanded and taken by the Company in respect of the same, and if the Company so think fit, the Monies to be raised by future Calls on the Shares of the Capital of the respective Undertaking.

Priority of existing Mortgages.

71. Provided, That all Mortgages granted by the Company before the passing of this Act and then in force shall, while in force, and in accordance with their respective Priorities among themselves and the Property comprised therein respectively, have Priority over all Mortgages granted by the Company under this Act.

Receiver for Mortgagees.

72. The several Mortgagees of the Company under this Act, in accordance with their respective Rights and Interests, may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is, with respect to every Class of Mortgages, One Fourth of the Amount secured by the several Mortgages of the respective Class.

Company may apply *Funds to* Purposes of Act.

73. The Company from Time to Time may apply for the Purposes of the *Swansea* Lines Undertaking as by this Act defined, any Monies raised under the recited Act of 1861 for the Purposes of the *Swansea* Lines Undertaking and not wanted for those Purposes, and may apply for the Purposes of the *Carmarthen* Line Undertaking as by this Act defined, any Monies raised under that Act for the Purposes of the *Carmarthen* Line Undertaking, and not wanted for those Purposes.

Application of Monies.

74. Subject to the Provisions of this Act all Monies from Time to Time raised by the Company under this Act by Shares or borrowing shall be applied to the Purposes of the Undertaking in respect of which the same respectively are raised or borrowed.

Interest not to be paid out of Capital.

75. No Railway Company to which this Act relates shall, out of any Monies by any Act relating to them authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of Shares held by him: Provided that the respective Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made

as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845."

Deposit for future Bills not to be made out of Capital.

76. No Railway Company to which this Act relates shall, out of any Money by any Act relating to them respectively authorized to be raised by Shares or by borrowing, pay or deposit any Sum which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the respective Company to make any Railway or execute any other Work or Undertaking.

Ordinary Meetings of Company.

77. The Ordinary General Meetings of the Company shall be held half-yearly, in such Months and at such Places as the Directors, with the Sanction of a Resolution of a General Meeting of the Company, from Time to Time determine: Provided that, until it be otherwise so determined, the Ordinary General Meetings shall be held in the Months and at the Places prescribed by the recited Act of 1853.

Directors for Shareholders of separate Capitals.

78. At the First Ordinary Meeting of the Company, in the Year One thousand eight hundred and sixty-three, the Number of the Directors shall be increased to Fifteen, and the Fifteen Directors shall from Time to Time be elected as follows; (that is to say,) Nine of the Directors shall be elected by the Holders of Stock and Shares of the Company's original Capital, and Three of the Directors shall be elected by the Holders of Shares of the Company's *Swansea* Lines Capital, and Three of the Directors shall be elected by the Holders of Shares of the Company's *Carmarthen* Lines Capital.

First Election of Directors under Act.

79. At the First Ordinary Meeting of the Company in the Year One thousand eight hundred and sixty-three, so many Directors shall be elected as is requisite for making the Number and Proportions of the Directors such as are prescribed by this Act.

Rotation of Directors.

80. The Directors under this Act shall retire from Office in the following Rotation, and in every Case of the Retirement of a Director in rotation his Place shall be supplied by the Election of a Director from among themselves by the Class of Shareholders by whom the retiring Director was elected; (that is to say,)

First, at the First Ordinary General Meeting of the Company in the Year One thousand eight hundred and sixty-three, and at the First Ordinary General Meeting in every subsequent Year, Three of the Directors elected by the Holders of the Shares of the Company's original Capital shall retire:

Secondly, at the First Ordinary General Meeting of the Company in the Year One thousand eight hundred and sixty-three, and at the First

First Ordinary General Meeting in every subsequent Year, One of the Directors elected by the Holders of the Shares of the Company's *Swansea* Lines Capital shall retire:

Thirdly, at the First Ordinary General Meeting of the Company in the Year One thousand eight hundred and sixty-three, and at the First Ordinary General Meeting in every subsequent Year, One of the Directors elected by the Holders of the Shares of the Company's *Carmarthen* Line Capital shall retire.

Saving Rights of Crown.

81. Nothing in this Act contained shall authorize the Company to take or use, or in any Manner interfere with any Foreshore below High-water Mark, or other Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the previous Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, and which they or he may give, or divest, take away, lessen, prejudice, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving Rights of the Duke of Beaufort.

82. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter the Royalty Right or Property of the Duke of *Beaufort*, his Heirs, Successors, or Assigns, in and to the Water Channel and Soil of the River of *Swansea* otherwise *Tawe*, and the Port and Harbour thereof, and the Fisheries therein, and the River itself, or his or their Right, Power, or Authority to remove and prevent any present and future Weirs and Erections therein, and to stop and impede any present or future Watercourses, Diversions, and perfect Use of the Streams thereof in anywise whatsoever, or in any Manner take away, lessen, prejudice, or alter any Royalties, Rights, Properties, Duties, Tolls, Payments, Powers, Authorities, Jurisdictions, Privileges, Liberties, and Franchises whatsoever, of or belonging to the Duke, his Heirs, Successors, or Assigns, in the Seigniories of *Gower* and *Kilvey*, as Lord or Lords thereof and otherwise, or of any future Lords or Ladies thereof, or as Admiral or Admirals of the Seas, Bays, Havens, Creeks, Ports, and Rivers within, bordering on, and surrounding the same, or of his or their Officers in their respective Duties within the same, but the same respectively shall remain to him and them entire, wholly and altogether as if this Act were not passed.

Saving Rights of other Companies.

83. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, alter, or prejudice any of the Estates, Rights, Powers, Authorities, or Privileges of the *Carmarthen* Company, or the *Vale of Neath* Company, or the *South Wales* Company, or the *Swansea* Harbour Trustees, or the *Oystermouth* Company, or the *Burry* Commissioners.

84. Nothing

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

84. Nothing in this Act contained shall exempt any Railway to which this Act relates from the Provisions of any present or future General Act relating to Railways, or to the Audit of Railway Accounts, or from any future Revision or Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges by the recited Acts and this Act or any of them authorized, or of the Rates for small Parcels thereby respectively authorized.

Company not exempt from Provision of General Acts relating to Docks, &c.

85. Nothing in this Act contained shall exempt the Company or their Dock or Dock Dues from the Provisions of any present or future General Act relating to Merchant Shipping, or to Docks, or Dues on Shipping, or from any future Revision or Alteration under the Authority of Parliament of the Dock Dues by any of the recited Acts or this Act authorized.

Expenses of Act.

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

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1862.