CHAPTER cxlv.

An Act for making and maintaining new Railways in the County of Glamorgan to be called the Neath Pontardawe and Bryn-aman Railway and for other purposes. [6th July 1895.]

A.D. 1895.

WHEREAS the construction of the railways herein-after described in the county of Glamorgan would be of public and local advantage:

And whereas the several persons herein-after named with others are willing to carry the undertaking into execution on being incorporated into a company for the purpose:

And whereas it is expedient that the company so to be incorporated (herein-after referred to as "the Company") and any company or persons for the time being working or using the railways of the Company be empowered to run over and use the portions of railway and stations of other companies herein-after in that behalf mentioned:

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Glamorgan and are herein-after respectively referred to as the deposited plans sections and book of reference:

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and

A.D. 1895.

Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited as the Neath Pontardawe and Bryn-amân Railway Act 1895.

Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

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 railways" or "the railway" means the railways by this Act authorised or some or one of them or some part or parts thereof respectively And in this Act and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Richard Knight Prichard William Riley John Morgan Randall William Daniel Thomas and Daniel Thomas and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making and maintaining the railway and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Neath Pontardawe and Bryn-aman Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

Power to make railways.

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 the railways herein-after described with all proper stations sidings bridges viaducts rails tanks tunnels roads

buildings yards approachés works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose. Provided always that the Company shall not enter upon take or use any of the lands numbered 2 3 4 and 5 on the deposited plans in the parish of Llangiwg without the consent in writing of Arthur Gilbertson the owner or reputed owner of those lands his heirs or assigns The railways herein-before referred to and authorised by this Act will be situate in the county of Glamorgan and are—

(1.) A Railway (No. 1) three furlongs six chains and eighty links or thereabouts in length to be wholly situate in the parish of Cadoxton-juxta-Neath commencing by a junction with the Swansea and Neath Railway of the Great Western Railway Company and terminating by a junction with the Railways No. 2 and No. 3 herein-after described:

(2.) A Railway (No. 2) four miles three furlongs eight chains and seventeen links or thereabouts in length commencing by a junction with the Railway No. 1 herein-before described at its point of termination and terminating by a junction with the Midland Railway (Swansea Vale section) at Pontardawe:

(3.) A Railway (No. 3) two furlongs five chains and forty-five links or thereabouts in length commencing in the township of Blaenhonddan and parish of Cadoxton-juxta-Neath by a junction with the South Wales Railway of the Great Western Railway Company (herein-after referred to as "the South Wales Railway") and terminating in the township of Dyffryn Clydach and parish of Cadoxton-juxta-Neath by a junction with the Railway No. 2 herein-before described at its point of commencement:

(4.) A Railway (No. 4) seven miles six furlongs five chains and sixty links or thereabouts in length commencing by a junction with the Railway No. 2 herein-before described in the township of Ynys-y-mond in the parish of Cadoxton-juxta-Neath and terminating in the parish of Llangiwg at or near the field numbered 30 on the Ordnance map (scale $\frac{1}{2500}$) of that parish:

(5.) A Railway (No. 5) six furlongs nine chains and twenty links or thereabouts in length commencing in the parish of Cil-y-Bebyll by a junction with the Railway No. 4 herein-before described at Alltwen and terminating in the township of Ynys-y-mond in the parish of Cadoxton-juxta-Neath by a junction with the Midland Railway (Swansea Valesection):

A.D. 1895.

(6.) A Railway (No. 6) two miles and four furlongs or thereabouts in length to be situate wholly in the parish of Llangiwg commencing by a junction with the Railway No. 4 herein-before described and terminating at or near the enclosure numbered 1361 on the Ordnance map (scale $\frac{1}{2500}$) of that parish:

(7.) A Railway (No. 7) one furlong nine chains and seventy-five links or thereabouts in length to be wholly situate in the parish of Llangiwg commencing by a junction with the Railway No. 4 herein-before described at or near the field numbered 243 on the Ordnance map (scale $\frac{1}{2500}$) of that parish and terminating by a junction with the Great Western Railway (Gwaun-cae-Gurwen branch):

(8.) A Railway (No. 8) two furlongs one chain and seventy-five links or thereabouts in length to be situate wholly in the parish of Llangiwg commencing by a junction with the Railway No. 4 herein-before described at its termination and terminating by a junction with the Great Western Railway (Garnant branch) near the Glyn-y-beudy Tin Plate Works:

(9.) A Railway (No. 9) six furlongs four chains and ten links or thereabouts in length to be situate wholly in the said parish of Llangiwg commencing at the termination of the Railway No. 4 herein-before described and terminating by a junction with the Midland Railway (Swansea Vale section) near the Old Aman Ironworks.

For protection of the Great Western Railway Company.

6. For the protection of the Great Western Railway Company (in this section called "the Great Western Company") the following provisions shall unless with the previous consent in writing of the Great Western Company under their common seal have effect (that is to say):—

(1.) The Company shall not enter upon or interfere with the railways canal or towing-path of the Great Western Company or any of the lands or works of that company or execute any works whatever under over or affecting the same until the Company shall have delivered to the Great Western Company plans sections and drawings of such intended works and those plans sections and drawings shall have been approved in writing by the principal engineer for the time being of the Great Western Company or in the event of his failure for twenty-one days after delivery of the plans sections and drawings to approve the same until the same shall have been

approved by an engineer to be appointed on the application of the Company by the Board of Trade 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 said principal engineer or in case of difference of an engineer to be appointed by the Board of Trade:

(2.) In constructing the Railway No. 1 by this Act authorised under the viaduct of the South Wales Railway of the Great Western Company (shown on the deposited plans) and in constructing Railway No. 4 by this Act authorised under the Gwaun-cae-Gurwen Branch Railway of the Great Western Company and in constructing the junctions of Railways No. 1 No. 3 and No. 8 by this Act authorised and of Railway No. 7 by this Act authorised (if a junction be formed by that railway with the said Gwaun-cae-Gurwen Branch Railway) with the railways and branch railways respectively of the Great Western Company the Company shall not without the previous consent in writing of that company under their common seal deviate from the centre lines shown on the deposited plans and the said Railway No. 1 where it passes under the said viaduct shall be constructed in such a manner as not to injure the stability of such viaduct and works and the said Railway No. 4 where it is intended to cross under the said Gwaun-cae-Gurwen Branch Railway of the Great Western Company shall be carried under the said branch railway and works by means of a bridge of sufficient width to admit of one additional line of rails being laid thereon by the Great Western Company if and when desired by them and the said Railway No. 4 where it is intended to cross over the Swansea Canal and towing-path of the Great Western Company shall be carried over that canal towing-path and works by means of a viaduct the piers of which shall not be nearer than thirteen feet on the square from the centre of the canal on each side thereof and such crossings shall be effected in such a manner as not to injure the stability of the railways canal and towing-path and works of the Great Western Company in any way whatever and should it be necessary in constructing any of the said railways or in consequence of the construction thereof for the Great Western Company to alter or remove the telegraph posts and wires on or connected with their said railways and canal or some of their railways at or near to the said crossings or junctions or canal the Company shall bear and on demand pay to the Great Western Company

A.D. 1895.

the reasonable expense of and connected with such alteration or removal and of restoring the same to their former or placing them in different positions or of substituting other telegraph posts and wires therefor and the Great Western Company may at any time or times thereafter upon giving one month's notice to the Company and that without being required to pay any sum of money by way of acknowledgment for the easement which may be required for the purpose construct and thereafter maintain at their own expense any widening of their South Wales Railway where crossed by the said Railway No. 1 to such an extent as may be necessary to enable them to carry two additional lines of rails over the said Railway No. 1 but so nevertheless as not to injure such railway or to interfere with the traffic thereof:

(3.) The arch or bridge constructed by the Company and the incidental works connected therewith for carrying the said Railway No. 4 under the said branch railway of the Great Western Company shall from and after the completion thereof and subject and without prejudice to the duty and obligation of the Company for ever thereafter at their own expense to uphold and maintain the same in good and sufficient repair and otherwise in respect thereof be the property of the Great Western Company and be deemed part of the structure of their said branch railway:

(4.) Before opening for traffic the junction of Railway No. 1 by this Act authorised with the Vale of Neath section of the Great Western Railway and the junction of Railway No. 3 with the South Wales Railway the Company shall provide all necessary interchange sidings to the reasonable satisfaction of the principal engineer of the Great Western Company into which loaded and unloaded waggons can be placed and in the event of difference as to such sidings or the extent thereof such difference shall be determined by arbitration in the manner herein-after provided:

(5.) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the railways by this Act authorised under and adjacent to the Great Western Company's railways and canal of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railways canal 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 or their contractors with reference thereto or otherwise:

(6.) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Great Western 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 canal or to any Company or persons using the same during and by reason of the execution or renewal or by reason of the failure of any of the intended works or of delay to the traffic on their railways or canal caused by 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 Great Western 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:

(7.) The Company shall at their sole expense at all times maintain the arch or bridge and other works constructed by them by which the said Railway No. 4 by this Act authorised shall be carried under the railway of the Great Western Company and the bridge or viaduct by which the said Railway No. 4 shall be carried over the canal and towing-path of the Great Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer of the Great Western Company and if and whenever the Company fail so to do after one month's notice from the Great Western Company for that purpose or in case of urgency without any notice being required the Great Western Company may make and do in and upon as well the land of the Company as their own lands all such works and things as shall be requisite for executing such repairs and the sum from time to time certified by their engineer to be the amount of the expenditure 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 Great Western Company from the Company in any court of competent jurisdiction:

(8.) In constructing the railways and junctions respectively by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the railways and canal of the Great Western Company or any of them and if by

A.D. 1895.

reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said railways or canal of the Great Western Company or any of them so as to impede delay or prevent the convenient passage of engines and carriages along the said railways or either of them or of boats barges or other vessels along the said canal the Company shall pay to the Great Western Company the sum of fifty pounds per hour during which any such obstruction or interference to their railways or any of them shall continue and the sum of ten pounds per hour during which any such obstruction or interference with their canal or towing-path shall continue :

(9.) Except for the purposes of the crossings of Railways Nos. 1 and 4 and of the junctions of Railways Nos. 1 3 7 and 8 and of the interchange sidings herein-before provided for respectively with the railways of the Great Western Company and which junctions or the substituted junctions herein-after referred to are to be maintained at the expense and risk of the Company the Company shall not under the powers of this Act take or acquire any land of the Great Western Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or except during and for the purpose of the exercise of the running powers granted to the Company by this Act use either temporarily or permanently any of the lands of the Great Western Company or alter vary or interfere with the railways of that Company or either of them or with the said canal and towing-path or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of the railways by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossings or otherwise the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such

easement or right of using so far as such provisions are not inconsistent with this enactment :

(10.) The Great Western Company may at their own expense at any time or times hereafter should it be necessary for them to do so alter or remove the junctions or any of them by this Act authorised with their railways and substitute a new junction or junctions therefor but so as that such alteration or removal or substituted junction or junctions as the case may be shall not stop the traffic of the railway so interfered with or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction or junctions as the case may be or the signals works and conveniences connected therewith :

(11.) With respect to any land of the Great Western Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Great Western Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same failing agreement under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement :

(12.) If in the opinion of the Great Western Company and of the Company or in case of difference between them of an arbitrator to be appointed as herein-after provided it shall be necessary for the Great Western Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the Great Western Company all reasonable costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided :

(13.) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them not being a dispute arising under sub-sections 1 and 11 of this section such dispute shall be settled by an arbitrator to be agreed upon between the

A.D. 1895.

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 in London the costs of such arbitration to be in the discretion of such arbitrator.

For protection of the Midland Railway Company.

7. The powers of this Act with respect to the purchase and acquisition otherwise than by agreement of lands belonging to the Midland Railway Company (herein-after called "the Midland Company") for the purposes of the Railways No. 2 No. 4 No. 5 and No. 9 hereby authorised and with respect to the making and maintaining of those railways shall unless with the previous consent of the Midland Company in writing under their common seal be exercised only subject to and in accordance with the following provisions:—

(1.) The Company shall not without in every case the previous consent of the Midland Company in writing under their common seal take use enter upon or interfere with any land railway siding or other work from time to time belonging to or worked by that company except only so far as shall be necessary for the purpose of making and maintaining the said railways as the same are according to this Act to be constructed:

(2.) With respect to any land of the Midland Company which the Company is by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Midland Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:

(3.) Notwithstanding anything in this Act contained the junctions of the respective Railways No. 2 No. 5 and No. 9 with the Midland Company's railway shall be effected at such points and in such manner and according to such mode of construction as shall be reasonably approved of by the principal engineer for the time being of the Midland Company or in case of difference as shall be determined by arbitration as herein-after provided:

(4.) The bridge for carrying Railway No. 4 over the Midland Railway shall be constructed with one opening or span which shall have a clear width of not less than forty-seven feet measured on the square and a clear headway of not less than fourteen feet six inches throughout and another opening or span of the same dimensions shall be constructed on the

north side of such opening or span to provide for the widening of the Midland Railway:

(5.) The said Railways No. 2 No. 5 and No. 9 where the same will be made upon or across or will otherwise interfere with any railway siding or other work belonging to or worked by the Midland Company shall be constructed according to plans sections and specifications to be previously approved by the principal engineer for the time being of the Midland Company who shall report thereon within one month after the same shall have been submitted to him and any difference thereon between him and the principal engineer for the time being of the Company shall be determined by arbitration in manner herein-after provided:

(6.) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free uninterrupted and safe use in the ordinary manner and as far as practicable at the ordinary rate of speed of any railway siding or other work belonging to the Midland Company:

(7.) The Company shall bear and on demand pay to the Midland Company the expense of the employment by that company during the execution of any work affecting any railway siding or other work of that Company of a sufficient number of inspectors watchmen and signalmen to be appointed by that Company for watching and signalling the same with reference to and during the execution of any such works of the Company 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 the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise:

(8.) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or of their contractors or otherwise any railway siding or other work of the Midland Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Midland Company may make good the same and recover the expense thereof with full costs against the Company in any court of competent jurisdiction And if any

A.D. 1895.

interruption shall be occasioned to the traffic of or upon any such railway siding or other work of the Midland Company by reason of any of the matters or causes aforesaid the Company shall pay to the Midland Company all costs and expenses to which that company may be put as well as full compensation to be recoverable with full costs by that company from the Company in any court of competent jurisdiction :

(9.) The Company shall at all times maintain the bridges arches openings or other works by which their railway is carried over the railways sidings or other works of the Midland Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of that company And if and whenever the Company fail so to do 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 that company reasonably think requisite in that behalf and the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered with full costs by the Midland Company from the Company in any court of competent jurisdiction :

(10.) If in the opinion of the Midland Company and of the Company or in case of difference between them of an arbitrator to be appointed as herein-after provided it shall be necessary for the Midland Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then 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 and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided :

(11.) If any difference shall arise between the Company and the Midland Company as to the true intent and meaning of this enactment or the mode of giving effect thereto the same shall be from time to time determined by arbitration in the manner prescribed by the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For protection of the Main

8. For the protection of the Main Colliery Company Limited (in this section called "the Main Colliery Company") the following provisions shall unless with the previous consent in writing of the

Main Colliery Company (under their common seal) have effect (that is to say):— A.D. 1895.

(1.) The Company shall (if and when required by the Main Colliery Company after the completion of Railway No 2 by this Act authorised) make and thereafter during the continuance of the tenancy by the Main Colliery Company of the Main Colliery No. 1 Pit (otherwise known as the New Main Colliery) maintain a siding for the purpose of connecting the said railway with the said colliery and with exchange sidings to be constructed by the Main Colliery Company to the reasonable satisfaction of the Company in a convenient position near the said No. 1 Pit and such siding shall be connected with the said Railway No. 2 by a junction at a point to be agreed on or in case of difference to be settled as herein-after provided and the Main Colliery Company shall grant to the Company the right to make and maintain the said siding as aforesaid: Colliery Company Limited.

(2.) Before the Company open Railway No. 2 by this Act authorised for public traffic they shall complete for public traffic Railway No. 3 by this Act authorised:

(3.) After Railway No. 1 by this Act authorised is opened for public traffic the Company shall (if and when required by the Main Colliery Company) make and maintain a connexion with the railway and sidings of the Main Colliery Company at Neath Abbey near the commencement of Railway No. 1 (herein-after referred to as "the Neath Abbey Junction") provided the Main Colliery Company first obtain the consent in writing of the owners for the time being of the Neath Abbey Estate thereto:

(4.) The Company shall carry coal from any colliery of the Main Colliery Company at mileage rates which shall be as low per ton per mile as the rates for the time being charged by the Company for the carriage of any other coal over the railways of the Company or any of them or any part thereof respectively but for such traffic conveyed for a less distance than three miles the Company may charge as for three miles and no other short distance charge shall be made:

(5.) After the opening of Railways No. 1 No. 2 and No. 3 by this Act authorised for public traffic the Company shall if and when required by the Main Colliery Company by notice in writing under their common seal provided such notice be given within twelve months after such opening purchase the rails and sleepers now forming the permanent way of the tramway of the Colliery Company leading from their said No. 1 Pit to the crossing of the Swansea and Neath Railway of the Great

A.D. 1895.

Western Railway Company near Neath Abbey (except such part of the said rails and sleepers as shall be reasonably required by the Main Colliery Company for the purpose of constructing the sidings in connexion with their said No. 1 Pit as provided by sub-section d of this section) and the Company shall within one month after receiving such notice pay for the rails and sleepers so to be purchased as aforesaid the sum of three thousand five hundred pounds. Provided that the Company shall not take up or interfere with the free user of so much of such tramway as lies between the said crossing and the Tyr Edmund Colliery of the Main Colliery Company until the said colliery shall be exhausted or abandoned and in the meantime the Main Colliery Company shall maintain such portion of tramway in proper repair:

(6.) If the Main Colliery Company shall give the notice mentioned in sub-section 5 of this section the Company shall thenceforth render all locomotive services for the coal of the Main Colliery Company raised from their No. 1 Pit aforesaid at the colliery and colliery sidings as well as over the railways of the Company and shall also work the coal traffic of the Main Colliery Company destined for shipment in the Neath river or in the Neath Harbour over the railway of the Main Colliery Company between the Neath Abbey Junction and convenient sidings to be constructed by the Main Colliery Company in connexion with their tipping stages on the River Neath and the gross charge for all the services to be rendered by the Company in respect of coal from the said No. 1 Pit shall be at such rate per ton as shall be fixed by arbitration as herein-after provided not exceeding the rate prescribed by sub-section 4 of this section Provided that the aforesaid obligation to work the traffic between the Neath Abbey Junction and the aforesaid tipping stages shall not be binding on the Company unless the Main Colliery Company shall put and maintain their said railway between such points and the said sidings in proper order and condition for the working of their traffic by the Company's locomotives and obtain all necessary licences and consents for such user by the Company of such railway and sidings:

(7.) The Company shall construct and maintain all such accommodation works as shall be reasonably required by the Main Colliery Company:

(8.) The Company shall carry the Railway No. 1 over the tramways of the Main Colliery Company leading from their Court Herbert Colliery to the aforesaid tipping stages and to the Cape

Copper Works by means of bridges having each a span of not less than 15 feet measured on the square and a clear headway throughout of not less than 14 feet above the rails of such tramways respectively and such bridges shall be constructed according to such plans sections and specifications as shall be reasonably approved in writing by the engineer of the Main Colliery Company before the construction of the same Provided that if the said engineer shall for the space of one month neglect or refuse to approve or disapprove the said plans sections and specifications he shall be deemed to have approved the same and if he shall within such period disapprove the same then the said bridges shall be constructed according to such plans sections and specifications as shall be approved by the arbitrators herein-after mentioned or by their umpire:

(9.) Notwithstanding anything in this Act the Company shall not acquire any greater right or interest in the said tramways than an easement or right of constructing maintaining and using the said Railway No. 1 by means of such bridges over the same:

(10.) The Company shall not interfere with or alter the said tramways or obstruct or interfere with the free and uninterrupted and safe user thereof or the passage of traffic along the same And the Company shall at all times maintain the bridges and works by which the said Railway No. 1 shall be carried over the said tramways in substantial repair and good order and condition to the reasonable satisfaction of the engineer of the Main Colliery Company and if any obstruction or interference with the free passage of traffic over and the safe user of the said tramways be caused by or during the construction of the said railway or in the maintenance or by reason of the want of maintenance thereof the Company shall make full compensation for any loss or damage sustained by the Main Colliery Company by reason of such obstruction or interference the amount of such compensation to be recovered with full costs in any court of competent jurisdiction:

(11.) In constructing the junctions and connexions by this Act authorised with the railways of the Main Colliery Company the Company shall not obstruct or interfere with the traffic passing along the railways of the Main Colliery Company or any of them except in so far (if at all) as shall be necessary for the purpose of constructing such junctions or connexions:

(12.) If any dispute shall arise between the Main Colliery Company and the Company respecting the carrying out of the matters and provisions aforesaid or any of them such dispute

A.D. 1895.

shall be settled by Sir William Lewis as arbitrator appointed on behalf of the Main Colliery Company and Sir Douglas Fox as arbitrator appointed on behalf of the Company or by their umpire or if they or either of them shall be unable or unwilling to act then 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 in London and the costs of such arbitration shall be in the discretion of the arbitrator.

For protection of the Dyffryn Estate.

9. For the protection of Ellen Elizabeth Gwyn and other the owner or owners for the time being of the Dyffryn Estate (in this section called the "Dyffryn owners") the following provisions shall have effect (that is to say):—

(1.) The Company shall erect and maintain a passenger station and a goods station at or near to the road numbered 120 on the deposited plans in the parish of Cadoxton-juxta-Neath:

(2.) The Company shall provide and maintain such suitable and convenient accommodation works as shall be reasonably required by the Dyffryn owners:

(3.) The Company shall provide and maintain a passenger station and a goods station in a convenient position at or near Alltwen:

(4.) The Company shall carry coal from any colliery on the Dyffryn Estate at mileage rates which shall be as low per ton per mile as the rates for the time being charged by the Company for the carriage of any other coal over the railways of the Company or any of them or any part thereof respectively but for such traffic conveyed for a less distance than three miles the Company may charge as for three miles and no other short distance charge shall be made:

(5.) If any dispute shall arise between the owners of the Dyffryn Estate and the Company respecting the carrying out of the matters and provisions aforesaid or any of them such dispute shall be settled by Sir William Thomas Lewis as arbitrator appointed on behalf of the Dyffryn owners and Sir Douglas Fox as arbitrator appointed on behalf of the Company or by their umpire or if they or either of them shall be unable or unwilling to act then 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 in London and the costs of such arbitration shall be in the discretion of the arbitrator.

A.D. 1895.

For protection of the Neath Abbey Estate.

10. For the protection of the Right Honourable Arthur de Cardonnel Baron Dynevor and Henry Francis Compton and other the owner or owners for the time being of the Neath Abbey Estate (in this section called "the Neath owners") the following provisions shall have effect (that is to say):—

(1.) The Company shall carry coal from any colliery on the Neath Abbey Estate at mileage rates which shall be as low per ton per mile as the rates for the time being charged by the Company for the carriage of any other coal over the railways of the Company or any of them or any part thereof respectively but for such traffic conveyed for a less distance than three miles the Company may charge as for three miles and no other short distance charge shall be made:

(2.) In making Railway No. 2 by this Act authorised the Company shall not unless otherwise agreed with the Neath owners deviate from the position of the centre line as shown on the deposited plans in passing the Clydach Pond and shall take effectual means to prevent the water being drained therefrom:

(3.) The Company shall make and maintain all such works for the accommodation of the lands of the Neath owners adjoining the railways as shall be reasonably required by the said owners:

(4.) Notwithstanding anything in this Act contained the Company shall if required by the Neath owners in writing and the arbitrators or their umpire herein-after referred to decide that such requirement is reasonable purchase their whole estate and interest in the Neath Abbey Ironworks including the house used as an office in connexion therewith:

(5.) If any dispute as to the nature and sufficiency of such accommodation works or as to the reasonableness of requiring the Company to purchase the whole estate and interest of the Neath owners in the Neath Abbey Ironworks shall arise such dispute shall be settled by Sir William Lewis as arbitrator appointed on behalf of the Neath owners and Sir Douglas Fox as arbitrator appointed on behalf of the Company or by their umpire or if they or either of them shall be unable or unwilling to act then by an arbitrator to be agreed upon between the said parties or in case of difference by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers in London and the costs of such arbitration shall be in the discretion of the arbitrator.

Capital.

11. The capital of the Company shall be three hundred and thirty thousand pounds in thirty-three thousand shares of ten pounds each.

A.D. 1895.

Shares not to be issued until one fifth paid.

12. The Company shall not issue any share created under the authority of this Act nor shall any such 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 is paid in respect thereof.

Calls.

13. One fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

14. If any money is payable to a shareholder mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to divide shares.

15. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole of the amount payable thereon) and the residue to the credit of the preferred half share.

Dividends on half shares.

16. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) First in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on preferred half shares to be paid out of the

17. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first

day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

profits of the year only.

18. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share shall be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Half shares to be registered and certificates issued.

19. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Terms of issue to be stated on certificates.

20. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for nonpayment of calls shall apply to all preferred half shares created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Forfeiture of preferred half shares.

21. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Preferred half shares not to be cancelled or surrendered.

22. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Half shares to be half shares in capital.

23. The Company may from time to time borrow on mortgage any sums not exceeding in the whole one hundred and ten thousand pounds and of that sum they may borrow forty-five thousand pounds

Power to borrow.

A.D. 1895.

when one hundred and thirty-five thousand pounds of their capital is issued and accepted and one half thereof is paid up and may borrow the remainder of that sum that is to say sixty-five thousand pounds when the remainder of their capital has been issued and accepted and one half thereof has been paid up but no part of any such sums of forty-five thousand pounds and sixty-five thousand pounds respectively shall be borrowed until the whole portion of capital in respect of which it is to be borrowed is issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that the whole of such portion of capital has been issued and accepted and that one half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations 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.

For appointment of a receiver.

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

Debenture stock.

25. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Application of moneys.

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

Ordinary meetings.

27. The first ordinary meeting of the Company shall be held within eight months after the passing of this Act and the subsequent ordinary meetings in the month of March in each year or in such other month as shall be appointed for that purpose by order of an extraordinary general meeting.

Number of directors.

28. The number of directors shall be five but the Company may from time to time alter the number of directors but so that the number shall be never less than three nor more than seven.

Qualification of directors.

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

Quorum.

30. The quorum of a meeting of directors shall be three.

First directors.

31. Richard Knight Prichard William Riley and John Morgan Randall and two other persons to be nominated by them or the majority of them and consenting to the nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or nominated as aforesaid being (if they continue qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extra-ordinary purposes.

32. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed twenty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event

A.D. 1895.

of any nuisance being caused or permitted by them upon any land so taken.

Capital for the construction of certain of the railways to be subscribed before compulsory powers put in force.

33. Notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained the powers by this Act granted for the compulsory taking of land for the purposes of Railways No. 1 No. 2 and No. 3 by this Act authorised may be put in force so soon as the capital or estimated sum for defraying the expenses of constructing those railways has been subscribed and a certificate under the hands of two justices to that effect shall be sufficient evidence thereof and on the application of the Company and on the production of such evidence as such justices think proper and sufficient such justices shall grant such certificate accordingly and the amount subscribed shall be set apart and applied as far as may be necessary in defraying the expenses of and incident to the construction of those railways.

Period for compulsory purchase of lands.

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

Company not to take or interfere with certain tramways.

35. The Company shall not except by agreement take or interfere with any part of the tramways laid down upon the lands and property numbered 2 on the deposited plans in the township of Dyffryn Clydach and shown upon the said plans but they may purchase and take and the owners and other persons interested therein may and shall sell and convey accordingly an easement or right of crossing over the said tramways for the purpose of making maintaining and using Railway No. 1 by this Act authorised and the Company may give notice to treat in respect of such easement or right and may in such notice describe the nature thereof and the several provisions of the Lands Clauses Acts inclusive of those with regard to arbitration and the summoning of a jury shall apply to such easement and right as fully as if the same were lands within the meaning of those Acts.

For limiting interference with common lands in parish of Llangiwg.

36. The Company shall not take or use any greater quantity of the common lands forming part of Gwaun-cae-Gurwen Common and numbered 134 135 137 and 138 on the deposited plans in the parish of Llangiwg nor of the common lands numbered 65 and 94 on the deposited plans in the same parish than shall be required for constructing Railways No. 4 No. 6 and No. 7 by this Act authorised as double lines of railway And the Company shall not acquire any part of the piece of common land numbered 73 on the said plans in the said parish of Llangiwg For providing access to the severed portions of the lands numbered 65 and 94 aforesaid the Company

shall make and maintain to the satisfaction of the district council of the district in which such lands are respectively situate a sufficient number of cattle creeps under the railway each having a clear headway of eight feet and a clear width of eight feet at such point or points as shall be determined by the said district council.

Other lands may be given in exchange for common lands taken by Company.

37. In lieu of purchasing any portions of the common lands which the Company require to take for the purposes of this Act the Company may enter into and carry into effect agreements with the owners of such common lands for the exchange of other lands belonging to the Company or acquired by them for the purpose of exchange for the portions of common land so required to be taken by them as aforesaid and the lands so given in exchange by the Company shall be thrown into and form part of the common lands from which such portions were taken and shall be subject to the common and other rights now enjoyed over or in respect of the portions of common lands so taken in exchange by the Company The Company may by agreement purchase or acquire lands for the purpose of effecting exchanges of land under this section.

Power to take easements &c. by agreement.

38. 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 others than the parties to the agreement 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 lands and buildings.

39. Whereas in the construction of the railways and 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 lands buildings or works shown on the deposited plans will be sufficient for the purposes of the Company and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and persons interested in the lands buildings or manufactories described in the schedule to this Act and whereof parts only are required for the purposes of the Company may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of the said properties without material

A.D. 1895.

detriment thereto be required to sell and convey to the Company the portions only of the properties so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other persons interested therein by severance or otherwise.

Restrictions on displacing persons of labouring class.

40.—(1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or which have been or shall be subsequently so occupied unless and until the Company—

(A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the said fifteenth day of December or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom:

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings

A.D. 1895.

and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11.) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Power to cross certain roads on the level.

41. 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 railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with

a double line only across and on the level of the roads next herein-after-mentioned (that is to say) :—

No. on deposited Plan.	Parish.	Description of Road.
33	Cil-y-Bebyll - -	Public carriage road.
73	Llangiwg - - -	Public carriage road.
159	Llangiwg - -	Public carriage road.

Provided always that the Company shall when required by the Pontardawe District Highway Board divert the said public carriage road numbered 33 in the parish of Cil-y-Bebyll through the properties numbered 34 and 35 on the deposited plans in the same parish so as to cross the railway by means of a bridge and such bridge shall have a width of sixteen feet between the fences thereof and the inclination of the portion of the road so diverted shall not be made steeper in any part than one in fourteen Provided also that the Company shall not lower the said public carriage road numbered 73 in the parish of Llangiwg where the railway shall cross the same on the level.

Gates to be provided for foot passengers at certain level crossing.

42. The Company shall make and maintain wicket gates for the use of foot passengers crossing the line where the railway shall cross the occupation road numbered 156 on the deposited plans in the parish of Llangiwg on the level.

Inclination of roads.

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

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
26	Cil-y-Bebyll -	Public carriage road	1 in 14
32	Cil-y-Bebyll -	Public carriage road	1 in 14
146	Llangiwg -	Public carriage road	1 in 14
40	Llangiwg -	Public carriage road	1 in 12
171	Llangiwg -	Public carriage road	1 in 10

Height and span of bridges.

44. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans

A.D. 1895.

herein-after mentioned in connexion therewith respectively (that is to say) :—

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
			Feet.	Feet.
		RAILWAY No. 4.		
39	Llangiwg - -	Public carriage road -	15	20
27	Llangyfelach - -			
40	Llangiwg - - -	Public carriage road -	16	30
		RAILWAY No. 5.		
34	Cadoxton-juxta-Neath	Public carriage road -	15	25
22	Cadoxton-juxta-Neath	Public carriage road -	12	12
		RAILWAY No. 6.		
40	Llangiwg - -	Public carriage road -	16	30
		RAILWAY No. 7.		
178	Llangiwg - -	Public carriage road -	16	30

Width of certain roadways.

45. The Company may make the roadway over the bridges by which the following roads will be carried over the railway of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say) :—

No. on Plan.	Parish.	Description of Roadway.	Width of Roadway.
		RAILWAY No. 4.	
26	Cil-y-Bebyll - -	Public carriage road -	16
32	Cil-y-Bebyll - -	Public carriage road - -	20
22	Llangyfelach -	Public carriage road -	20
40	Llangiwg - -	Public carriage road - -	30
136	Llangiwg -	Public carriage road -	26
146	Llangiwg - -	Public carriage road - -	16
		RAILWAY No. 9.	
171	Llangiwg - -	Public carriage road -	15

Providing for the conveyance of

46. Railways No. 2 No. 3 and No. 4 described in and authorised by this Act shall respectively be laid out constructed and equipped

so as to satisfy the requirements of the Board of Trade with respect to railways to be used for the public conveyance of passengers (except the portion of Railway No. 2 herein-after referred to in the event herein-after mentioned) If any of the said Railways No. 2 No. 3 and No. 4 shall be opened for merchandise traffic before being opened for the public conveyance of passengers the Company shall within twelve months after notice by the county council under the hand of their clerk shall have been served upon them requiring them to open the same for the public conveyance of passengers open such railways accordingly and continue to convey passengers thereon Provided that when Railway No. 4 has been constructed and equipped as aforesaid this section shall be deemed not to apply to the portion of Railway No. 2 which extends from its junction with Railway No. 4 to its termination.

passengers on certain railways.

47. Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of fourteen thousand pounds local loans stock equal to five per centum upon the amount of the estimate in respect of the railways has been deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act which sum is referred to in this Act as the deposit fund Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them which persons survivors or survivor are or is in this Act referred to as the depositors unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railways open the same for public traffic and if the Company shall make default in so opening the railways the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the railways for public traffic then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways and also certifying in case such certificate relates to Railways No. 2 No. 3 and No. 4 aforesaid or any of them or any portion thereof that the same railways railway or portion have or has been laid out constructed and equipped so as to satisfy the requirements of the Board of Trade

Deposit money not to be repaid except so far as railway is opened.

A.D. 1895.

with respect to railways to be used for the public conveyance of passengers the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

48. If the Company do not previously to the expiration of the period limited for the completion of the railways complete the same and open them for public traffic then and in every such case the deposit fund or so much thereof as shall not have been paid or transferred to the depositors 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 railways 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 and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund 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 undertaking 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 re-transferred to the depositors. Provided that until the deposit fund has been repaid or retransferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for completion of works.

49. 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 same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Tolls for use of railway.

50. The Company may demand and take for the use of the railway by any company or person with engines and carriages such reasonable tolls as they think fit.

Rates for merchandise.

51. The classification of merchandise traffic (including perishable merchandise by passenger train) and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Great Western Railway Company (Rates and Charges) Order 1891 (which Order is scheduled to and confirmed by the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891) shall be applicable and apply to the Company as if it were one of the railway companies named in the appendix to the schedule to the said Order Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Charges for small parcels.

52. With respect to small parcels not exceeding five hundred pounds in weight conveyed by passenger train other than small parcels exceeding fifty-six pounds in weight of perishable merchandise as enumerated in Part V. of the schedule to the Great Western Railway Company (Rates and Charges) Order 1891 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 rates for conveyance of passengers.

53. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the parts of the railway from time to time opened for passenger traffic including every expense

A.D. 1895.

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.

Passengers' luggage.

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

Restriction as to charges not to apply to special trains.

55. The restriction as to the charges to be made for passengers shall not extend to any special train run upon the railway 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 railway.

Power to Company to use portions of Great Western Railway.

56.—(1.) The Company may run over and use with their engines carriages and waggons officers and servants whether in charge of engines and trains or for any other purpose whatsoever and for the purposes of their traffic of every description—

(*a*) So much of the South Wales Railway as lies between the junction therewith of the intended Railway No. 3 and Neath Station including that station:

(*b*) So much of the Great Western Railway (Garnant branch) as lies between the junction therewith of the intended Railway No. 8 and the junction of that railway with the Midland Railway (Swansea Vale section) at Bryn-aman including the Bryn-aman station of the Great Western Railway Company:

Together with all stations on the said portions of railway and all roads platforms points signals water engine sheds standing room for engines booking and other offices warehouses sidings junctions machinery works and conveniences of or connected with the said portions of railway and stations and as regards traffic conveyed by them the Company may demand and take the same rates and charges

upon and in respect of the said portions of railway and stations as are now authorised to be taken upon and in respect of such portions of railway and stations.

(2.) The terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the Company for and in respect of the use of such portions of railway stations works and conveniences of the Great Western Company shall be such as are from time to time agreed upon between the two Companies or failing such agreement as may from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application of either of the Companies and the costs of arbitration shall be in his discretion and the decisions of such arbitrator shall be final and binding on all parties.

(3.) The Company in running over or using the said portions of railway in accordance with the provisions herein-before mentioned shall at all times observe the regulations and byelaws for the time being in force on the portions of railway so run over and used so far as such byelaws shall be applicable to them.

Power to Great Western Railway Company to use the railway.

57.—(1.) The Great Western Company may run over and use with their engines carriages and waggons and officers and servants for the purposes of traffic of every description the railways by this Act authorised with all stations on the said railways and all roads platforms points signals water engine sheds standing room for engines booking and other offices warehouses sidings junctions machinery works and conveniences of or connected with the said railways and stations and as regards traffic conveyed by them the Great Western Company may demand and take the same rates and charges upon and in respect of the said railways and stations as are for the time being authorised to be taken upon and in respect of such railways and stations.

(2.) The terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the Great Western Company in respect of the user of the railways of the Company and the stations works and conveniences connected therewith shall be such as are from time to time agreed upon between the Company and the Great Western Company or failing such agreement as may from time to time be determined by an arbitrator to be appointed by the Board of Trade on the application of either Company and the costs of arbitration shall be in his discretion and the decisions of such arbitrator shall be final and binding on all parties.

(3.) The Great Western Company in running over or using the railways of the Company in accordance with the provisions of this

A.D. 1895.

section shall at all times observe the regulations and byelaws for the time being in force on the railways so run over and used so far as such byelaws shall be applicable to them.

For protecting local traffic on railways of Company and Great Western Company.

58. In exercising the running powers herein-before granted it shall not be lawful for the Great Western Company or for the Company as the case may be unless with the consent in writing of the Company to whom the portion of railway belongs to take up at any station of the same last-mentioned Company upon any portion of the railways specified in sections 56 and 57 of this Act any passengers parcels animals goods or minerals and to deliver the same at another station of the same Company but nothing in this section shall apply to traffic taken up at Neath and delivered at Bryn-aman and vice versâ And if the Great Western Company or the Company as the case may be violate this enactment they shall for every such violation pay to the Company to whom the portion of railway belongs the full local charge for the traffic so carried.

Power to Company to use portion of the Midland Railway.

59.—(1.) The Company and any company or person for the time being working or using by agreement with the Company the Railway No. 2 by this Act authorised may run over and use with their engines carriages and waggons officers and servants and for the purposes of their traffic of every description so much of the Midland Company's Swansea Vale Railway as lies between the junction therewith of the said Railway No. 2 and Pontardawe Station thereon including that station and all buildings works and sidings connected therewith.

(2.) The Company and any company or person as aforesaid shall in the exercise of the powers of the last preceding sub-section be subject to the reasonable byelaws rules and regulations of the Midland Company.

(3.) The terms and conditions upon which the Company and any company or person aforesaid shall exercise the running powers conferred by sub-section (1) of this section shall in case of difference between the Company and the Midland Company be determined by an arbitrator to be appointed by the Board of Trade on the application of any company or person interested and the costs of the arbitration shall be in the discretion of the arbitrator whose decision shall be final and binding on all parties.

Power to Midland Company to use railways of Company.

(4.) The Midland Company may run over and use with their engines carriages and waggons officers and servants and for the purposes of their through traffic of every description the railways of the Company by this Act authorised and all sidings and works connected therewith.

A.D. 1895.

(5.) The terms and conditions upon which the Midland Company shall exercise the running powers conferred upon them by this section shall be the payment to the Company of a mileage proportion due to the length of the railway run over of the rates fares and charges fixed by the Midland Company upon all through traffic to and from their system from to or over the Company's railway after deducting terminals and "paid ons" according to the ordinary practice of the Railway Clearing House and an allowance for working expenses of twenty per centum of the gross receipts from passenger traffic and twenty-five per centum of the gross receipts from merchandise traffic.

(6.) The Midland Company in running over or using the railways of the Company in accordance with the provisions of this section shall at all times observe the regulations and byelaws for the time being in force on the railways so run over and used so far as such regulations and byelaws shall be applicable to them.

(7.) The running powers conferred by this section upon the Midland Company shall be exercised only in such manner as shall be consistent with the convenient working of the Company's railway by the Company or by any other company or person empowered to run over and use the same and any difference arising under this sub-section shall be referred to arbitration as herein-after provided.

(8.) The Company and the Midland Company shall respectively afford to each other if so required by the other Company all usual facilities including through rates for traffic passing or desiring to pass between or beyond their respective systems viâ Pontardawe and any such through bookings shall be based upon ordinary Clearing House rules with the exception that in respect of traffic carried viâ the Company's railway between places on or beyond the Midland Railway north of Pontardawe and places on or beyond the Great Western Railway east of Neath the Midland Company shall be allowed a bonus mileage calculated as for two miles in additon to the actual distance.

(9.) Any difference arising between the Company and the Midland Company in respect of anything contained in this section (except sub-section 3 hereof) shall be determined by arbitration under the Arbitration Act 1889.

Tolls on traffic conveyed partly on the railways and partly on other railways.

60. During the exercise of any running powers by this Act conferred the railways of the Company and of any other company over whose railways such running powers are exercised shall for the purpose of short distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of passengers conveyed partly on the railways of the

A.D. 1895.

Company and partly on the railways of such other company or companies rates and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic conveyed partly on the railways of the Company and partly on the railways of such other company or companies the Company shall be deemed to be a company connected with the Great Western Railway Company and specified in the appendix to the schedule to the Great Western Railway Company (Rates and Charges) Order 1891 confirmed by the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891.

Power to pay interest out of capital during construction.

61. Notwithstanding anything in this Act or any Act or Acts incorporated therewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the railway or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

(A) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same:

(B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear:

(C) The aggregate amount to be so paid for interest shall not exceed eighteen thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one third of the amount paid for interest as aforesaid:

(D) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares:

(E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as herein-before set forth 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.

62 The Company shall not out of any money by this Act authorised to be raised 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.

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

Costs of Act.

64. 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.

A.D. 1895.

The SCHEDULE referred to in the foregoing Act.

DESCRIBING the LANDS BUILDINGS or MANUFACTORIES of which parts only may be taken.

Name of Township or Parish.	Numbers on Deposited Plans.
RAILWAYS No. 1 No. 2 and No. 3.	
Dyffryn Clydach - - -	28
RAILWAY No. 4.	
Llangyfelach - - -	4 5 6 13 and 14
RAILWAY No. 9.	
Llangiwg - - - -	187 and 188

Printed by EYRE and SPOTTISWOODE,
FOR
T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
JOHN MENZIES & Co., 12, HANOVER STREET, EDINBURGH; and
90, WEST NILE STREET, GLASGOW; or
HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.