CHAPTER cxcviii.

An Act to confer further powers upon the Neath Pontardawe and Brynaman Railway Company for the construction of railways to authorise the Company to raise additional capital and for other purposes. [11th August 1903.] A.D. 1903.

WHEREAS by the Neath Pontardawe and Brynaman Railway Act 1895 (hereinafter called "the Act of 1895") the Neath Pontardawe and Brynaman Railway Company (hereinafter called "the Company") was incorporated and empowered to construct certain railways in the county of Glamorgan to be called the Neath Pontardawe and Brynaman Railway:

And whereas by the Neath Pontardawe and Brynaman Railway Act 1896 (hereinafter called "the Act of 1896") the Company and the Great Western Railway Company were authorised to enter into agreements for the working of the Company's railways and works for the time being by the Great Western Railway Company:

And whereas by the Neath Pontardawe and Brynaman Railway Act 1898 (hereinafter called "the Act of 1898") the Company was empowered to construct additional railways in the county of Glamorgan and to raise additional capital and the powers of the Company for the compulsory purchase and taking of lands for and for the construction of the railways authorised by the Act of 1895 were extended:

And whereas the Company has not constructed any part of the railways authorised by the Act of 1895 and their powers for constructing the same have expired and it is expedient that those powers should be revived or renewed and that the Company should be authorised to make and maintain the said railways (being the Railways No. 1 No. 2 No. 3 No. 4 No. 5 No. 6 No. 7 No. 8

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and No. 9 hereinafter described) as shown upon the deposited plans and sections thereof hereinafter referred to:

And whereas it is expedient that the powers of the Company for the compulsory purchase of the lands required for the railways authorised by the Act of 1898 should be revived and that the period allowed for the completion of those railways should be extended:

And whereas it is expedient that the Company should be authorised to construct the additional railways hereinafter described (being the Railways No. 10 No. 10A and No. 12) in the county of Glamorgan and to raise additional capital as by this Act provided:

And whereas it is expedient that the Company and any company or persons for the time being working or using the railways of the Company should be empowered to run over and use the railways parts of railways and stations of the other companies hereinafter in that behalf mentioned:

And whereas plans and sections showing the lines and levels of the railways authorised by this Act and also 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 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 those plans sections and book of reference are hereinafter 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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.

1. This Act may be cited for all purposes as the Neath Pontardawe and Brynaman Railway Act 1903.

Incorporation of general Acts.

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

The Lands Clauses Acts:

The Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863:

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

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

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

The forfeiture of shares for non-payment of calls ;

The remedies of the creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of the borrowed money into capital ;

The consolidation of the shares into stock ;

The making of dividends ;

The giving of notices ; and

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

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

Interpretation.

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

Repealing certain sections of Acts of 1895 and 1898.

4. Sections 6 to 10 24 32 33 35 36 to 46 49 56 to 60 and the Schedule to the Act of 1895 and sections 8 13 and 33 of the Act of 1898 are hereby repealed.

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 hereinafter described with all proper stations sidings junctions bridges viaducts tunnels roads approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated upon the deposited plans and described in the deposited book of reference as may be required for those purposes The railways hereinbefore

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referred to and authorised by this Act will be situate in the county of Glamorgan and are—

A Railway (No. 1) (hereinafter called "Railway No. 1") three furlongs six chains and eighty links in length to be situate wholly in the parish of Dyffryn-Clydach hamlet commencing by a junction with the Great Western Railway (Swansea and Neath low level section) and terminating by a junction with the Railways Nos. 2 3 10A and 12 hereinafter described:

A Railway (No. 2) (hereinafter called "Railway No. 2") four miles three furlongs eight chains and seventeen links or thereabouts in length commencing in the parish of Dyffryn-Clydach hamlet by a junction with Railway No. 1 at its point of termination aforesaid and terminating in the parish of Cil-y-Bebyll by a junction with the Midland Railway (Swansea Vale section):

A Railway (No. 3) (hereinafter called "Railway No. 3") two furlongs five chains and forty-five links or thereabouts in length commencing in the parish of Blaenhonddan by a junction with the Great Western Railway (South Wales section) and terminating in the parish of Dyffryn-Clydach hamlet by a junction with Railway No. 1 at its point of termination:

A Railway (No. 4) (hereinafter called "Railway No. 4") seven miles six furlongs five chains and sixty links or thereabouts in length commencing by a junction with Railway No. 2 in the parish of Ynys-y-mond hamlet and terminating in the parish of Llangiwg at or near the north-western corner of the field numbered 116 on the Ordnance map (scale $\frac{1}{2500}$ second edition 1898) of that parish:

A Railway (No. 5) (hereinafter called "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 Railway No. 4 and terminating in the parish of Ynys-y-mond hamlet by a junction with the Midland Railway (Swansea Vale section):

A Railway (No. 6) (hereinafter called "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 Railway No. 4 and terminating at or near the inclosure numbered 1491 on the Ordnance map (scale $\frac{1}{2500}$ second edition 1898) of that parish:

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A Railway (No. 7) (hereinafter called "Railway No. 7") one furlong nine chains and forty links or thereabouts in length to be situate wholly in the parish of Llangiwg commencing at or near the field numbered 329 on the Ordnance map (scale $\frac{1}{2500}$ second edition 1898) of that parish and terminating by a junction with the Great Western Railway (Gwaun-cae-Gurwen Branch):

A Railway (No. 8) (hereinafter called "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 Railway No. 4 at its termination and terminating by a junction with the Great Western Railway (Garnant and Brynaman Branch):

A Railway (No. 9) (hereinafter called "Railway No. 9") six furlongs three chains and ninety links or thereabouts in length to be situate wholly in the parish of Llangiwg commencing at the termination of Railway No. 4 and terminating by a junction with the Midland Railway (Swansea Vale section) near the Old Amman Ironworks:

A Railway (No. 10) (hereinafter called "Railway No. 10") one furlong and four chains or thereabouts in length to be situate wholly in the parish of Coed-Ffranc commencing by a junction with the Rhondda and Swansea Bay Railway and terminating in the inclosure numbered 321 on the Ordnance map (scale $\frac{1}{2500}$ second edition 1899) of that parish:

A Railway (No. 10A) (hereinafter called "Railway No. 10A") one mile seven chains and twenty-five links or thereabouts in length commencing in the parish of Coed-Ffranc by a junction with Railway No. 10 at its point of termination aforesaid and terminating in the parish of Dyffryn-Clydach hamlet by a junction with Railway No. 1 at its point of termination aforesaid:

A Railway (No. 12) (hereinafter called "Railway No. 12") one mile two furlongs six chains and thirty links or thereabouts in length commencing in the borough of Neath by a junction with the Rhondda and Swansea Bay Railway (Neath Branch) and terminating in the parish of Dyffryn-Clydach hamlet by a junction with Railway No. 1 at its point of termination aforesaid.

Works below high-water mark

6. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the

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not to be commenced without consent of Board of Trade.

sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

For protection of Great Western Railway Company.

7. 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 by an engineer to be appointed by the Board of Trade:

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(2) In constructing Railway No. 1 under the viaduct of the South Wales Railway of the Great Western Company (shown on the deposited plans) and in constructing Railway No. 4 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 and of Railway No. 7 (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 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 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 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 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

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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 Railway No. 1 to such an extent as may be necessary to enable them to carry two additional lines of rails over 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 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 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 hereinafter provided and if necessary the Company shall apply for and use their best endeavours to obtain parliamentary powers for the construction of any additional works or acquisition of any lands which may be required for the provision of such sidings:

Provided always that if in the opinion of the arbitrator it is in consequence of the construction of the Company's railway necessary for the proper and economical working of the traffic on the said Vale of Neath section of the Great Western Railway to alter the position of or enlarge and extend the Great Western Company's Neath Abbey Station or works in connection therewith or to construct a bridge or subway in lieu of the existing level crossing situate at a point 11 chains or thereabouts south-west of the said junction of Railway No. 1 the Company shall bear such part

(if any) of the cost of the construction of such works which the arbitrator may determine should be borne by them:

Provided further that the Company shall if required by the Great Western Company so lay out the sidings and other works at the junction of Railway No. 3 with the said South Wales Railway as to enable the Great Western Company at any time to widen their said railway to four lines of railway:

(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 Railway No. 4 shall be carried under the railway of the Great Western Company and the bridge or viaduct by which Railway No. 4 shall be carried over the canal and towing-path of the Great Western Company in

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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:

(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 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 hereinbefore provided for respectively with the railways of the Great Western Company and which junctions or the substituted junctions hereinafter 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

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the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement:

(12) The bridge for carrying Railway No. 12 over the approach road to the Great Western Company's goods yard at Neath numbered 155 on the deposited plans in the borough of Neath shall have a span of not less than twenty-five feet measured on the square and a clear headway of not less than thirteen feet and the Company shall be at liberty at their own expense to alter the gradient of the said road but so that it shall not in any event be steeper than one in seventeen Provided always that in so doing the access to the Great Western Company's goods yard shall not be unreasonably interfered with Any support for the said bridge which may be required between the said road and the adjoining public road shall be of iron columns or of such other material and design as may be reasonably approved by the Great Western Company:

(13) If in the opinion of the Great Western Company and of the Company or in the case of difference between them of an arbitrator to be appointed as hereinafter 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 cost and expenses shall in case of difference be determined by arbitration as hereinafter provided:

(14) 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 subsections 1 and 11 of this section such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers in London.

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For protection of Midland Railway Company.

8. The powers of this Act with respect to the purchase and acquisition otherwise than by agreement of lands belonging to the Midland Railway Company (hereafter in this Act called "the Midland Company") for the purposes of Railways No. 2 No. 4 No. 5 and No. 9 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 hereinafter 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) Railways No. 2 No. 5 and No. 9 where the same will be made upon or across or will otherwise interfere with

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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 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 of the Company shall be determined by arbitration in manner hereinafter 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 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 in respect of any loss they may incur by reason of such interruption:

(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:

(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 hereinafter 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 hereinafter 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.

9. For the protection of the Rhondda and Swansea Bay Railway Company (in this section called "the Rhondda Company") For protection of Rhondda and

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Swansea Bay Railway Company.

the following provisions shall unless otherwise agreed between the Company and the Rhondda Company have effect (that is to say) :—

(1) Notwithstanding anything shown on the deposited plans so much of Railway No. 10 and Railway No. 12 and all works connected therewith as will be situate on the land of the Rhondda Company shall be constructed in accordance with detailed plans sections and drawings to be submitted to the principal engineer of the Rhondda Company for approval and failing such approval within one month after the delivery of such plans sections and drawings in accordance with plans sections and drawings to be settled by arbitration as hereinafter provided and the reasonable cost of all alterations of the works of the Rhondda Company rendered necessary by the construction of such portions of railways and works incurred by the Rhondda Company shall be paid to the Rhondda Company by the Company on demand The Rhondda Company shall have an easement in perpetuity over any land which may be required to be purchased by the Company for the purpose of the alteration of the works of the Rhondda Company and upon which such altered works shall be constructed :

(2) The Company shall not enter upon or interfere with the railways of the Rhondda Company or any of the lands or works of that company until the said detailed plans sections and drawings shall have been so approved or settled as aforesaid and the said intended works shall be executed by the Company at their sole expense in all things according to the plans sections and drawings so approved or settled as aforesaid and to the reasonable satisfaction of the said principal engineer :

(3) The junction of Railway No. 10 with the railway of the Rhondda Company shall not without the previous consent in writing of the Rhondda Company under their common seal be made south-westward of the point of junction shown on the deposited plans or more than 10 yards north-eastward of that point and should it be necessary in constructing the said junction or in consequence of the construction thereof for the Rhondda Company to alter or remove the telegraph posts and wires on or connected with the railways at or near the said junction the Company shall bear and on demand pay to the Rhondda Company the reasonable expenses of and connected with such alteration or removal

and of restoring the same to their former positions or placing them in different positions or of substituting other telegraph posts and wires therefor: A.D. 1903.

(4) Before opening for traffic the junction of Railway No. 10 or the junction of Railway No. 12 with the railways of the Rhondda Company the Company shall provide at or near the respective junction all necessary interchange sidings and in the event of difference arising between the Company and the Rhondda Company as to such sidings or the extent thereof such difference shall be determined by arbitration in the manner hereinafter mentioned:

(5) The Company shall bear and on demand pay to the Rhondda Company the reasonable expense of the employment by the Rhondda Company during the making of Railways No. 10 and No. 12 of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railways and works and the conduct of the traffic thereon with reference to and during the execution of the said intended works and for preventing as far as may be all interference obstruction danger and accident from 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:

(6) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Rhondda 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 during and by reason of the execution or renewal or by reason of the failure of any of the said intended works and the Company shall effectually indemnify and hold harmless the Rhondda Company from all claims and demands upon or against them by reason of such execution renewal or failure:

(7) In constructing the portions of railways referred to in subsection 1 of this section the Company shall not unnecessarily obstruct or interfere with the traffic passing along the railways of the Rhondda Company or any of them or the traffic at the station of the Rhondda Company at Neath and if by reason of any works or operations of the Company there shall be any unnecessary obstruction or interference with the said railways or station of the Rhondda Company or either of them so as to impede delay or prevent the convenient passage of engines and carriages along the said

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railways or either of them or the user of the said station the Company shall pay to the Rhondda Company all reasonable costs and expenses to which that company may be put as well as full compensation in respect of any loss they may incur by reason of such interruption to or interference with their said railways or station or any or either of them :

(8) Except so far as may be necessary for the purpose of constructing the railways by this Act authorised and works connected therewith the Company shall not take or acquire any land of the Rhondda Company or any right in or over the same With respect to any land of the Rhondda Company which the Company require to enter upon use or interfere with for the purpose of constructing the railways and works by this Act authorised the Company shall not purchase or take the same but the Company may purchase and take and the Rhondda 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 and the amount of purchase money or consideration to be paid by the Company to the Rhondda Company for such easement or right shall in case of difference between them be determined by arbitration in manner provided by the Lands Clauses Acts for determining questions of disputed compensation :

(9) The Company shall not except with the consent in writing of the Rhondda Company enter upon take or use any of the land shown on the deposited plans of Railway No. 12 as lying between the Neath passenger station of the Rhondda Company and the Neath Canal :

(10) The Rhondda 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 either of them by this Act authorised with their railways and substitute a new junction or junctions therefor but so that such alteration or removal or substituted junction or junctions as the case may be shall be equally as convenient as the existing junction or junctions and shall not stop or unnecessarily interfere with the traffic of the Company's railway so interfered with 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 other conveniences connected therewith :

(11) If any difference shall arise between the Rhondda Company and the Company respecting any of the matters and provisions aforesaid or any of them not being a difference arising under subsection 8 of this section such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers in London.

For protection of Neath Harbour-Commissioners.

10. For the protection of the Neath Harbour Commissioners (hereinafter called "the commissioners") the following provisions shall unless otherwise agreed between the commissioners and the Company apply and have effect :—

(1) The bridge for carrying Railway No. 12 by this Act authorised over the commissioners' approach road leading from the town of Neath to the harbour shall be constructed with a clear headway throughout of 15 feet above the level of such road after the same shall have been brought to a gradient of 1 in 25 falling from the Neath main road and with a clear span of not less than 35 feet measured on the square :

(2) The construction of the bridge over the said road and the construction of the bridge carrying Railway No. 12 over the River Neath shall be carried out according to plans and specifications to be previously submitted for approval to the commissioners and in case the commissioners shall not disapprove of the said plans and sections or propose any alteration thereof within twenty-eight days after such submission they shall be deemed to have approved of them and any difference as to whether any such disapproval or any alteration proposed by the commissioners is reasonable shall be settled by arbitration as hereinafter provided and the works shall be carried out under the superintendence and to the reasonable satisfaction of the engineer to the commissioners whose reasonable charges shall be paid by the Company And in the construction of the said bridge over the said river the Company shall not cause any unnecessary obstruction or interference with the navigation or place any stages piles or platforms except for the purposes of construction or repair or otherwise with the consent of the commissioners or cast any excavated soil or other material into the river and in case of any failure to comply with these requirements or any of them or of any act or default of the

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Company or any person in their employ or in the employ of their contractors any damage shall be caused to any boat barge or vessel navigating the river the Company shall effectually indemnify and hold harmless the commissioners from and against all or any actions claims or demands whatsoever upon or against the commissioners by reason of such failure act or default The Company shall provide fix and maintain in the said new bridge two mooring rings and chains for mooring ships and vessels lying below the bridge and shall at all times from two hours before high water until two hours after high water provide and keep burning between sunset and sunrise such lights as the harbour master may reasonably require :

(3) The Company shall not in constructing Railway No. 12 where it passes over the River Neath deviate the centre line of the railway southwards to any greater distance than three chains below the existing road bridge :

(4) Any difference arising under this section shall be referred to an engineer to be agreed upon between the Company and the commissioners or failing agreement to be appointed on the request of either party by the President of the Institution of Civil Engineers in London.

For protection of company of proprietors of Neath Canal Navigation.

11. For the protection of the company of proprietors of the Neath Canal Navigation or other the owners for the time being of the Neath Canal Navigation (all of whom are included under the expression "the owners" when used in this section) the following provisions shall unless otherwise agreed have effect (that is to say) :—

(1) The bridge carrying Railway No. 12 over the Neath Canal Navigation shall be constructed by the Company over the canal in two arches one of such arches not to be less than thirty-five feet clear on the square covering the deep water and the towing-path and both of such arches to be constructed with a clear headway of not less than fourteen feet above the canal water level with perpendicular stone and mortar walls parallel with the centre line of the canal for the bridge and also for the support of the towing-path which walls shall be carried down to a depth of at least six feet below the said water level :

(2) The present line of the canal towing-path shall be maintained The bridge shall be constructed according to plans and sections to be first submitted to the owners for approval

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and shall be constructed under the superintendence and to the reasonable satisfaction of the owners or their engineer:

(3) In constructing the bridge for carrying the railway over the Neath Canal Navigation the Company shall interfere as little as possible with the waterway and towing-path of such canal The traffic on the Neath Canal Navigation shall not at any time be stopped interrupted or interfered with in through or by the construction of the said bridge and the Company shall pay for all damages and costs sustained through their operations or those of their contractors or employees and shall indemnify the owners against all claims both as to damages and costs in respect of any damage injury or accident happening in or through the construction of the said bridge The Company shall at all times at their own cost maintain the said bridge and all walls for the support thereof together with the retaining walls thereunder for supporting the towing-path under such bridge and shall keep the same in good substantial and complete repair and condition in all respects:

(4) In constructing Railway No. 12 the Company shall not deviate the centre line thereof more than ten yards to the westward where the same crosses the owners' wharf used by Messieurs J. B. Jenkins and Company and shall interfere as little as reasonably practicable with the said wharf:

(5) The owners' railway siding or land at Neath used for the interchange of traffic between the Neath Canal and the Rhondda and Swansea Bay Railway shall be in no way interfered with by the Company or their works:

(6) Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not acquire any land or bridge of the owners otherwise than by agreement but they may purchase and take and the owners shall grant an easement for the purpose of constructing and maintaining and using the works by this Act authorised:

(7) Nothing in this section shall prejudice abridge or defeat any rights of the owners or their tenants to compensation in respect of any lands or easements acquired by the Company from them or of any damage or injury to their canal or works during the construction of the works of the Company:

(8) The Company shall not be concerned to see to the application of any purchase or compensation moneys which may be payable to the owners under this Act:

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(9) Any difference which shall arise between the Company and the owners under or in carrying out the provisions of this section shall be referred to and determined by an arbitrator to be appointed on the application of the Company or the owners by the Board of Trade.

For protection of Main Colliery Company Limited.

12. 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):—

(1) The Company shall (if and when required by the Main Colliery Company after the completion of Railway No. 2) 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 Railway No. 2 by a junction at a point to be agreed on or in case of difference to be settled as hereinafter provided and the Main Colliery Company shall grant to the Company the right to make and maintain the said siding as aforesaid:

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

(3) After Railway No. 1 is opened for public traffic the Company shall (if and when required by the Main Colliery Company) make and maintain a connection with the railway and sidings of the Main Colliery Company at Neath Abbey near the commencement of Railway No. 1 (hereinafter 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 like traffic 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 the Main Colliery Company shall desire to consign coal raised from their No. 1 pit aforesaid by the railway of the Company the Company shall if required by the Main Colliery Company render all locomotive services for such coal at the colliery and colliery sidings and shall also if required by the Main Colliery Company 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 connection with their tipping stages on the River Neath and the gross charge for all the services to be rendered by the Company upon the railways of the Main Colliery Company shall (in default of agreement) be fixed by arbitration as hereinafter provided 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:

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

(7) The Company shall carry 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 Copperworks 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

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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 hereinafter mentioned or by their umpire:

(8) 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 Railway No. 1 by means of such bridges over the same:

(9) 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 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:

(10) In constructing the junctions and connections 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 connections:

(11) 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 shall be settled by Sir William Thomas 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 of the Institution of Civil Engineers in London.

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13. For the protection of Joseph Gwyn Moore 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) :— For protection of Dyffryn estate.

(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 Blaenhonddan hamlet:

(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 Dyffryn owners 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 of the Institution of Civil Engineers in London.

14. For the protection of the Right Honourable Arthur de Cardonnel Baron Dynevor and Henry Francis Compton or other the owner or owners for the time being of the estate in the county of Glamorgan known as the Neath Abbey estate (in this section called "the Neath owners") the following provisions shall unless otherwise agreed in writing between the Neath owners and the Company have effect (that is to say) :— For protection of Neath Abbey estate.

(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 lowest rates for the time being

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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) The Company shall at their option either carry Railway No. 1 by this Act authorised over the road leading to Neath Abbey ruins Cheadle Works and Abbey Marshes by means of a bridge having a span of not less than thirty-six feet measured on the square and a headway of not less than fifteen feet or they shall divert the said road along the eastern side of the said railway to connect with the Neath Abbey road in accordance with a plan to be previously submitted to the Neath owners for approval If the Company shall divert the said road they shall provide at such point as the Neath owners shall reasonably require before the said railway is commenced to be made an arch under the said railway having a span of not less than fifteen feet measured on the square and a headway of not less than fourteen feet:

(3) In constructing Railway No. 10A the Company shall provide communication between the severed portions of the enclosure numbered on the deposited plans 88 in the parish of Dyffryn-Clydach by means of an archway or opening under the said railway having a span of not less than twenty feet and a headway of not less than fifteen feet at such point as the Neath owners may require and shall construct and thereafter maintain a bridge over the said railway having a clear width between the walls or parapets thereof of not less than fifteen feet at such point in the enclosure numbered on the deposited plans 91 in the said parish as the Neath owners may require with approaches to the said bridge of easy gradients:

(4) The Company shall construct and thereafter maintain a bridge to carry the road leading to the Mines Royal Works over Railway No. 10A having a clear width of not less than twenty feet between the walls or parapets thereof and shall provide approaches thereto of easy gradients:

(5) In constructing Railway No. 2 the Company shall not unless otherwise agreed with the Neath owners in passing the Cwm Clydach Pond construct the said railway otherwise than in the line shown on the deposited plans and shall take

effectual means to prevent the water being drained from the said pond :

(6) The bridge to carry Railway No. 2 over the River Clydach in the parishes of Dyffryn-Clydach hamlet and Blaenhonddan or one of them at or near the fire engine pit shall have a span of not less than twenty-five feet :

(7) The bridge or bridges to carry Railways No. 3 and No. 12 over the road numbered on the deposited plans 16 in the parish of Blaenhonddan shall have a span or spans respectively of twenty feet and a clear headway of not less than eleven feet :

(8) If the Company shall construct Railway No. 10A over the private railway of the Neath owners to the Mines Royal Works or over the site of the proposed extension thereof they shall unless otherwise agreed carry the same over the said private railway or the said site and over the site of a road proposed to be constructed adjoining the same by means of a bridge having two spans or arches The said bridge shall be constructed on the square to the said private railway and so that the clear width of the said two spans or arches shall together not be less than 50 feet The said bridge shall have a clear headway of not less than 14 feet 9 inches from the level of the said road and of the rails of the said private railway respectively :

(9) The Company shall not unless otherwise agreed in any event construct Railway No. 10A or acquire any lands of the Neath owners so as to leave upon lands now belonging to and in the occupation of the Neath owners or agreed to be surrendered to them by the lessees of the Crown Copperworks a less space than fifty feet on the east side of the Tennant Canal available for the said proposed extension of the private railway of the Neath owners and the construction of the said proposed road adjoining the same :

(10) The Company shall provide level crossings with proper gates at the points at which Railway No. 10A crosses the road leading to the Crown Copperworks and numbered on the deposited plans 10 in the parish of Coed-Ffranc :

(11) The Company shall construct and thereafter maintain over Railway No. 10A in the enclosure numbered on the deposited plans 4 in the parish of Coed-Ffranc at the point at which the colliery tramway runs into the Mines Royal

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Works a bridge having a clear width between the walls or parapets thereof of not less than fifteen feet:

(12) In constructing Railway No. 12 upon the land of the Neath owners eastward of the point at which the said railway passes under the Great Western Railway in Skewen Cutting Blaenhonddan the Company shall place the same as near as practicable along the boundary or fence line of the said Great Western Railway:

(13) The Company shall make and maintain all such other works (if any) for the accommodation of the lands of the Neath owners adjoining the railways by this Act authorised as shall be reasonably required by the Neath owners:

(14) If the Neath owners shall reasonably require the Company so to do the Company shall purchase all the estate and interest of the Neath owners in the Neath Abbey Ironworks including the house used as an office in connection therewith upon such terms as failing agreement shall be determined under the provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement Provided that if the Company shall dispute the reasonableness of any such requirement the question shall be determined by arbitration in the manner hereinafter provided:

(15) The provision contained in the section of this Act of which the marginal note is "For protection of Main Colliery Company Limited" shall upon the cesser of the interest of the Main Colliery Company in the lands and property in the said section referred to continue and be for the benefit and protection of the Neath owners and their future lessees and tenants:

(16) All works to be executed by the Company under this section shall be executed in accordance with plans and sections previously submitted to the Neath owners for approval and to their reasonable satisfaction Provided that if for a period of one month after the Company shall have submitted any plans or sections to the Neath owners the Neath owners shall not have signified to the Company their disapproval thereof they shall be deemed to have approved the same:

(17) If any dispute shall arise as to the necessity for or as to the nature or sufficiency of any additional accommodation works required by the Neath owners as aforesaid 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 or as to the reasonableness of the disapproval by the Neath owners of any plans and sections submitted to them by the Company under this section such dispute shall be referred to and determined by a single arbitrator to be agreed upon by the Neath owners and the Company or failing such agreement to be appointed by the President of the Institution of Civil Engineers in London on the application of the Company.

For protection of corporation of Neath.

15. For the protection of the mayor aldermen and burgesses of the borough of Neath (hereinafter called "the corporation") the following provisions (notwithstanding anything shown upon the deposited plans and sections or in this Act contained) shall unless otherwise agreed between the Company and the corporation apply and have effect (that is to say):—

(1) The Company shall not in constructing Railway No. 12 enter upon or interfere with any part of the stone yard numbered 27 on the deposited plans in the parish of Neath nor with so much of the quay numbered 28 on the said plans as lies to the south of the said stone yard:

(2) The bridge for carrying Railway No. 12 over the road numbered 14 on the deposited plans in the parish of Neath and the bridge for carrying Railway No. 10A over the road numbered 18 on the deposited plans in the parish of Dyffryn-Clydach hamlet shall respectively be a girder bridge having a clear headway of not less than 17 feet above the surface of the road and a span sufficient in each case to clear the full width of the road but not exceeding 36 feet:

(3) The bridge for carrying Railway No. 12 over the road numbered 6 on the deposited plans in the said parish of Neath shall be a girder bridge having a clear headway of not less than 16 feet above the surface of the road and a span not less than 36 feet to provide for the future widening of the road:

(4) The bridges for carrying Railway No. 12 over the roads numbered respectively 52 75 and 156 on the deposited plans in the said parish of Neath shall respectively have a clear headway of not less than that shown on the deposited plans and a span sufficient to clear the present full width of the roads:

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(5) In all cases where the railway is constructed on embankment across sewers the Company shall construct manholes on each side of the railway at the boundary fences so as to provide free access at all times to such sewers and where the railway is constructed on embankment across gas and water mains or pipes such mains or pipes shall be protected by culverts to be made and maintained by the Company beneath the railway:

(6) In all cases where the railways authorised by this Act or any of them cross any tramway owned worked or leased by the corporation the Company shall construct the bridges for carrying the railways over the tramway having a clear headway of not less than 17 feet above the surface of the rails of the tramway:

(7) The Company shall bonâ fide proceed with the construction of Railway No. 12 and shall complete and open the same for passenger traffic simultaneously with the construction completion and opening for traffic of the other railways described in and authorised by this Act and shall not open such other railways or any of them until the Railway No. 12 shall have been completed as aforesaid:

(8) The Company shall forthwith after the opening of Railway No. 12 run and permanently continue to run thereon a sufficient number of passenger trains each way daily (Sundays Good Fridays and Christmas Days only excepted) to accommodate such traffic:

(9) If any difference shall arise between the Company and the Corporation touching any of the foregoing provisions of this section such difference shall be determined by an arbitrator to be appointed on the application of either party by the Board of Trade.

For protection of Neath Rural District Council.

16. Notwithstanding anything contained in this Act the following provisions for the protection of the Neath Rural District Council (in this section called "the council") shall except in so far as may be otherwise agreed between the council and the Company apply and have effect (that is to say):—

(1) The bridges carrying the railway over the road numbered 120 on the deposited plans for the parish of Blaenhonddan shall have a clear span of not less than thirty feet:

(2) The bridges carrying the roads numbered respectively 8 and 107A on the deposited plans for the parish of Blaenhonddan over the railway and the approaches to those bridges

shall have a clear width between the fences of not less than thirty feet and the height of such fences above the highest part of the road shall not be less than four feet :

(3) All bridges carrying the railway over the roads in the rural district of Neath shall be constructed and maintained so as to prevent the dropping of water on the roads from the underside of the bridges :

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

(5) Wherever it may be necessary to intercept or interfere with any sewer or drain of the council the Company shall before intercepting or interfering with such sewer or drain construct according to a plan to be reasonably approved by the Council another sewer or drain consisting of steel or cast-iron pipes properly protected and laid and covered with concrete the capacity of such sewer or drain to be in lieu of and at least equal to that of the sewer or drain so proposed to be intercepted or interfered with and such substituted sewer or drain shall be connected by the council at the expense of the Company with any existing sewer or drain which may be intercepted or interfered with such connections to be made in suitable blocks of masonry concrete or brick-work and in such manner as shall be reasonably approved by the council :

(6) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of the council and shall be construed as if the council were a company or society within the meaning of those provisions Provided that all alterations of or interference with any gas or water mains or pipes of the council shall if the council so desire be executed by them at the expense of the Company Provided also that any

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penalties recovered under section 23 of that Act shall be appropriated to that fund of the council to which their revenues in respect of water or gas (as the case may be) are appropriated:

(7) Where any gas or water mains or pipes of the council are exposed during or after the construction of the railway the Company shall take such steps as the council may reasonably require for protecting the same from the action of frost:

(8) If by reason of the execution of any of the powers of this Act the council shall necessarily incur any cost in altering any existing sewer drain or gas electric or water main of the cuncil the Company shall repay to the council such cost:

(9) The works referred to in the foregoing provisions of this section so far as the same affect any highway sewer drain or gas electric or water main vested in or under the control of the council shall be executed by the Company under the superintendence and to the reasonable satisfaction of the council and in accordance with plans sections and specifications to be previously submitted to and agreed to by the council or failing agreement within one month after the delivery of such plans sections and specifications to the council to be determined by arbitration as hereinafter provided and any expenses incurred by the council in connection with such superintendence or with the approval of such plans sections or specifications shall be repaid to them by the Company:

(10) If at any time the council shall require to construct any sewers drains or water mains under any part of the railway or under or through any part of any embankment upon which it is constructed they shall be entitled to construct and maintain the same together with all necessary or proper culverts works and conveniences without any payment or other consideration to the Company for easement Provided that all such works except so far as the same shall be constructed in a highway passing under the railway shall be executed under the superintendence and to the reasonable satisfaction of the Company's engineer and in accordance with plans sections and specifications to be agreed between the council and the Company or failing agreement for one month after the delivery of such plans sections and specifications to the Company to be determined by arbitration

as hereinafter provided and any expenses incurred by the Company in connection with such superintendence or with the approval of such plans sections and specifications shall be repaid to them by the council All works for the maintenance and repair of the sewers drains and water mains aforesaid where the same shall pass under or through any railway or embankment of the Company shall if the Company so require be executed by the Company at the expense of the council:

(11) If by reason of the execution of any works by the council under the last preceding subsection of this section or of the failure of any such works or of any act or omission of the council or their contractors or of any person in the employ of the council or of their contractors or otherwise any railway or other work of the Company shall be injured or damaged such injury or damage shall be forthwith made good by the council at their own expense or in the event of their failing so to do then the Company may make good the same and recover the expense thereof with full costs against the council in any court of competent jurisdiction And if any interruption shall be occasioned to the traffic of or upon any such railway or other work of the Company by reason of any of the matters or causes aforesaid the council shall pay to the Company all costs and expenses to which the Company may be put as well as full compensation in respect of any loss they may sustain by reason of such interruption:

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

For protection of Pontardawe Rural District Council.

17. Notwithstanding anything contained in this Act or indicated upon the deposited plans and sections the following provisions for the protection of the Pontardawe Rural District Council (in this section called "the council") shall except in so far as may be otherwise agreed between the council and the Company apply and have effect (that is to say):—

(1) The existing public sewer laid on the west side of the public road numbered 32 on the deposited plans for the

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parish of Cil-y-Bebyll shall be syphoned under the railway with a six-inch washout to discharge on the Company's land and such syphon and washout with all necessary valves tanks sewers and incidental works shall be constructed and maintained in good working order and repair to the reasonable satisfaction of the surveyor to the council who shall at all times have access to the said works:

(2) If the council so require the Company shall instead of a level crossing as shown on the deposited plans carry the public road numbered 73 on the deposited plans for the parish of Llangiwg over Railway No. 4 by this Act authorised by a bridge which shall have a clear width of twenty feet between the parapets and the gradients of the approaches of the said bridge shall be not steeper than one in ten:

(3) The Company may lower the projected new road to be made on the piece of land numbered 110A on the deposited plans in the parish of Llangiwg where the same crosses Railway No. 4 to the extent of five feet and shall carry the same under the railway by a bridge having a span of twenty-five feet and a clear headway of fourteen feet:

(4) If the council so require the Company shall raise the public road numbered 146 on the deposited plans for the parish of Llangiwg to any extent not exceeding nine feet and carry the same over Railway No. 4 by a bridge having a clear width of 20 feet between the parapets and the gradients of the approaches of the bridge shall be not steeper than one in ten:

(5) The Company shall carry the proposed extension of Glyn-Beudy Road across the land delineated and numbered 155 on the deposited plans for the parish of Llangiwg over Railways No. 8 and No. 9 by a bridge having a clear width of twenty feet between the parapets and the gradients of the approaches of the bridge shall be not steeper than one in ten:

(6) The council may if at any time after railways numbered 8 and 9 are constructed they require to extend the existing sewer laid in Glyn-Beudy Road aforesaid carry the same under the said railways at a convenient point on Cwmdrysien Farm without any payment or other consideration to the Company for easement and the work shall be carried out and maintained in repair under the superintendence and to the reasonable satisfaction of the Company's engineer and

so as not to cause any damage to or interference with the traffic on the said railways:

(7) The Company shall carry the footpath numbered 16 on the deposited plans in the parish of Cil-y-Bebyll over Railway No. 4 by a footbridge and such bridge shall have a clear width of four feet and six inches between the parapets or fences thereof:

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

For protection of burial ground at Neath.

18. In constructing Railway No. 12 in the borough of Neath the Company shall so place the piers of the viaduct for carrying that railway over the burial ground numbered 43A on the deposited plans in the said borough as not to interfere with the said burial ground or disturb the bodies interred therein.

For protection of lords and ladies of manor of Cae Gurwen in county of Glamorgan.

19. For the protection of the lords and ladies of the manor of Cae Gurwen in the county of Glamorgan owners of the said manor and their heirs and sequels in estate (hereinafter in this section called "the owners") the following provisions unless otherwise agreed shall apply and have effect (that is to say):—

From and after the construction of Railways No. 4 and No. 7 or either of them the Company shall pay to the owners—

(1) A wayleave of one penny per ton on all minerals other than those belonging to the owners and which are not otherwise liable to the payment of a wayleave of any kind to the owners carried over those railways or either of them or over any portion of such railways from the new Cwmgorse Colliery or the Gwaun-cae-Gurwen Colliery respectively or either of such collieries;

(2) A wayleave of one halfpenny per ton on all minerals carried over such railways or either of them or over any portion of such railways from the lands containing an area of one hundred and sixty-eight acres or thereabouts situate in the Cwmgorse Valley in the county of Glamorgan and leased to the Gwaun-cae-Gurwen Colliery Company Limited by Sir Arthur Stepney and Colonel Mansel Pleydel:

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Provided that in the event of the owners at any time being entitled to recover a wayleave from the Cwmgorse Colliery Company Limited or the Gwaun-cae-Gurwen Colliery Company Limited respectively on minerals previously to such minerals reaching either of the said railways the owners shall have recourse to the said colliery companies for the payment of the same and not to the Company.

For protection of Gertrude Barbara Rich Tennant.

20. For the protection of Gertrude Barbara Rich Tennant or other the owner or owners for the time being of the Tennant Canal Navigation (all of whom are included under the expression "the owner" when used in this section) the following provisions shall have effect (that is to say):—

(1) No bridge proposed to be made by the Company over the Tennant Canal Navigation shall be of a less span than thirty-three feet clear on the square with a clear headway of not less than fourteen feet above the canal water level with perpendicular stone and mortar walls parallel with the centre line of the canal for the bridges and also for the support of the towing-path which walls shall be carried down to a depth of at least six feet below the said water level and the Company shall provide for the proper and sufficient introduction of daylight underneath such bridges The present line of the canal towing-path shall be maintained The bridges shall be constructed according to plans and sections to be first submitted to the owner for approval and shall be constructed under the superintendence and to the reasonable satisfaction of the owner:

(2) In constructing the bridges for carrying the railways over the Tennant Canal Navigation the Company shall interfere as little as possible with the water-way and towing-path of such canal The traffic on the Tennant Canal Navigation shall not at any time be stopped interrupted or interfered with in through or by the construction of the said bridges and the Company shall pay for all damages and costs sustained through their operations or those of their contractors or employees and shall indemnify the owner against all claims both as to damages and costs in respect of any damage injury or accident happening in or through the construction of the said bridges The Company shall at all times at their own cost maintain the said bridges and all walls for the support thereof together with the retaining walls thereunder for supporting the towing-path underneath such bridges and

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shall keep the same in good substantial and complete repair and condition in all respects :

(3) The Company shall not by the construction of Railway No. 12 in any way reduce the present width of the private road or access leading from the main road to the canal wharf at Neath on the west side of the canal to less than thirty feet The Company shall so construct Railway No. 12 where it crosses the canal and the said private road that there shall be a clear span from the Plasyfelin eastern boundary wall to the River Neath without any pillar support or obstruction of any kind upon the said private road canal or towing-path with a headway of at least sixteen feet in the clear above the water level of the said canal The canal overflow weirs and sluices at Neath shall in no way be interfered with or prejudiced by the Company or their works :

(4) Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not acquire any land of the owner otherwise than by agreement but they may purchase and take and the owner shall grant an easement for the purpose of constructing maintaining and using the works by this Act authorised :

(5) The Company shall not construct more than one bridge to carry Railway No. 10A across the canal and such bridge shall be the northernmost shown on the deposited plans and from that point southward no portion of such railway shall be constructed on the western side of the canal without the consent in writing of the owner and without such consent the other two bridges shown on the deposited plans to carry Railway No. 10A across the canal shall not be constructed The centre line shown on the deposited plans with regard to the said northernmost bridge for Railway No. 10A and also with regard to the bridge across the canal for Railway No. 12 shall not be deviated from without the written consent of the owner :

(6) The Company shall (if required by the owner) provide and construct arches (the dimensions to be agreed between the owner and the Company or failing agreement be determined by arbitration as hereinafter provided) for giving access from the canal to the Mines Royal Works and the Crown (or Emu) Works :

(7) If any copper ore regulus precipitate or any raw or partially manufactured copper or silver ore shall be carried

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from the Prince of Wales Dock at Swansea or from any place within one mile of such dock upon or by means of any of the railways authorised by this Act or by means of any siding or branch or railway in connection therewith or by means of any railway over which running powers may be granted by this Act or by agreement outside this Act to the works of the Cape Copper Company Limited or their assigns on the lands leased under the indenture of the twenty-eighth day of May one thousand eight hundred and fifty-nine made between Henry Tennant and Thomas Boone Everest Tennant of the one part and Frederick Fowler Bankart Edward Maddox Sweetland and George Charles Tuttle of the other part or if any copper manufactured at such works shall be carried from the said works upon or by means of any of the railways authorised by this Act or by means of any siding or branch or railway in connection therewith or by means of any railway over which running powers may be granted by this Act or by agreement outside this Act then the Company shall during the continuance of such lease pay to the owner threepence for every ton of such copper copper ore regulus precipitate and any raw and any partially manufactured copper or silver ore so carried (provided the Tennant Canal is kept open for traffic) Provided also that the Company shall not be bound to carry any such traffic:

(8) The Company shall not grant any preferential rates or facilities from or to any port to which they may have access over the port of Swansea for dealing with the traffic referred to in the last preceding subsection:

(9) The Company shall pay to the owner during the term of two thousand years granted by an indenture of lease dated the twenty-first day of April one thousand eight hundred and ninety and made between the said Gertrude Barbara Rich Tennant of the first part the Right Honourable Arthur de Cardonnel Baron Dynevor of the second part and the Reverend John Compton and the Reverend Berdmore Compton of the third part Claude John Hamilton and Francis Pavy of the fourth part and Philip Pennant Pennant and Francis Compton of the fifth part a wayleave of one halfpenny for every ton of coal stone and other building materials taken from under the lands adjacent or near to the Neath Abbey estate but not forming part thereof which shall in any year be or have been carried over the Tennant Canal by

means of any railway or bridge constructed under the powers of this Act:

(10) No coal goods articles or things of any kind shall be taken over or along any bridge or railway of the Company nor by virtue of any running powers conferred by this Act or by agreement outside this Act to or from the Cape Copperworks aforesaid without the consent in writing of the owner except coal or other minerals taken from under the Neath Abbey estate and except copper ore regulus precipitate and raw or partially manufactured copper or silver ore as aforesaid:

(11) The Company shall keep true and proper accounts of all copper copper ore regulus precipitate and raw and partially manufactured copper or silver ore which shall be carried as aforesaid and of all goods carried over the canal as aforesaid and will at all times permit the owner and any person properly authorised in writing by the owner for that purpose only to inspect and take copies of and extracts from such accounts:

(12) The Company shall within one month from the twenty-fourth day of June and twenty-fifth day of December in every year furnish to the owner a true and accurate account showing the amounts of such traffic as shall during the preceding six months have been carried as aforesaid and shall twenty-eight days after the days respectively appointed for the furnishing of such accounts as last aforesaid pay to the owner the amounts by such accounts appearing to be payable under the provisions of this section:

(13) Nothing in this section shall prejudice abridge or defeat the rights of the owner or her tenants to compensation in respect of any lands acquired by the Company from her or them or of any damage or injury arising to her or them for or in consequence of the works of the Company:

(14) Any difference which shall arise between the Company and the owner under or in carrying out the foregoing provisions of this section shall be referred to and determined by an arbitrator to be appointed on the application of the Company or the owner by the Board of Trade.

For protection of Christopher James.

21. For the protection of Christopher James or other the owner or owners for the time being of the Old Amman Ironworks in the parish of Llangiwg in the county of Glamorgan and the Old Amman Tinplate Works in the parish of Quarter Bach in the

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county of Carmarthen (hereinafter referred to as "the owner") the following provision shall unless otherwise agreed in writing between the owner and the Company have effect (that is to say):—

In constructing Railway No. 9 the Company shall at their expense provide for the use of the owner in such a position as he shall reasonably require a junction between the existing siding of the said Old Amman Ironworks and Railway No. 9 but so that the point of junction of the said siding with Railway No. 9 be not more than two hundred yards southward of the point of junction of Railway No. 9 with the Midland Railway and the Company shall at the like expense maintain such junction and all signals and other appliances connected therewith.

For protection of A. Gilbertson and W. Gilbertson and Co. Limited.

22. For protection of Arthur Gilbertson or other the owner or owners for the time being of the properties in the parishes of Llangiwg and Rhyndwyglydach in the county of Glamorgan known as Glanrhyd Glynteg and Gwynfa or any of them (in this section referred to as "the owner") and of W. Gilbertson and Company Limited their successors and assigns owners for the time being of the Pontardawe Steel and Tinplate Works (in this section referred to as "the limited company") the following provisions shall unless otherwise agreed in writing between the owner and the Company or the limited company and the Company as the case may be have effect (that is to say):—

(1) The Company shall simultaneously with the construction of Railway No. 4 make under over or across the same and at all times thereafter maintain in good and substantial order and repair all such bridges or other means of communication between the severed portions of the properties of the owner as the owner may reasonably require for affording as good facilities for communication between the said severed portions as now exist between the portions of the said properties lying on the two sides of the Cwm:

(2) All such bridges shall be constructed in such positions and of such material and design as the owner may reasonably require and the Company shall not commence the construction of the said railway until they shall have obtained the approval of the owner to plans drawings and specifications previously submitted to him by the Company showing the number position design and material of such bridges proposed to be constructed but such approval shall not be unreasonably withheld:

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(3) If any question shall arise between the owner and the Company as to whether any requirement of the owner is reasonable or whether his approval is unreasonably withheld the same shall be determined by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers :

(4) If the Company shall acquire any portion of the property known as Glynteg they shall acquire the whole thereof :

(5) In constructing Railway No. 4 over the sidings of the limited company the Company shall construct the same as near as may be to the southern limit of deviation shown on the deposited plans and the Company shall before commencing the construction of that part of the said railway submit to the limited company a plan showing the line in which it is proposed to construct the same If the limited company within one month after the submission of such plan notify in writing to the Company their disapproval of the position of such proposed line it shall be referred to an arbitrator to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers to determine the line in which the said railway is to be constructed In the event last aforesaid the said railway shall not be constructed otherwise than in the line so determined and if the limited company do not within the period aforesaid signify their disapproval of the proposed line the said railway shall not be constructed otherwise than in the line shown on the said plan submitted by the Company :

(6) If the Company shall construct Railway No. 4 by this Act authorised they shall simultaneously therewith construct Railway No. 5 authorised by the Act of 1898 and shall provide and maintain facilities for the sidings and works of the limited company not less convenient than those shown on the plans deposited in Parliament in respect of the Bill for the Act of 1898.

For protection of Wernddu Railway and Colliery Company Limited.

23. For the protection of the Wernddu Railway and Colliery Company Limited (hereinafter called "the Wernddu Company") the following provisions shall unless otherwise agreed be observed and have effect :—

(1) Before entering upon taking or using any part of the Wernddu Company's railway the Company shall purchase

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the portion of the said railway extending from its junction with the Midland Railway at Pontardawe to a point situate two hundred yards or thereabouts measured in a westerly direction from the public road from Neath to Pontardawe at or near Bryncoch including all rails sleepers ballast fences sidings and other works and materials belonging to the Wernddu Company and used in connection with the said portion of railway and all wayleaves and rights of passage over and user of the lands on which the said portion of railway and works are constructed and made which are held used and enjoyed by the Wernddu Company for the purposes of the same but exclusive of the branch lines except the portions of such branch lines as are required by the Company for the purpose of constructing Railway No. 2 and the works connected therewith and the purchase-money to be paid for the same shall failing agreement be determined by arbitration in the manner provided by the Lands Clauses Acts for determining questions of disputed compensation:

(2) The Company shall construct and maintain to the reasonable satisfaction of the Wernddu Company a junction between Railway No. 2 and the existing siding into the New Wernddu Colliery and a junction between the same railway and the portion of the Wernddu Company's railway at or near Bryncoch not purchased by the Company and any difference which may arise between the Wernddu Company and the Company under this subsection shall be determined by arbitration by a single arbitrator to be appointed by the two companies or failing such agreement by the President of the Institution of Civil Engineers on the application of either party:

(3) Until Railway No. 2 is opened for public traffic the Company shall provide facilities for the carriage of coal and merchandise from and to the Old Bryncoch Pit the New Wernddu Colliery and the Primrose Colliery to and from the Midland Railway at Pontardawe equal to those which at present exist over the Wernddu Company's railway at rates and charges not exceeding those at present charged for the carriage of coals and merchandise over the existing railway.

Company not to take or interfere except as hereinafter provided

24. 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 of Railway No. 1 in the parish of Dyffryn-Clydach hamlet 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 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.

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with certain tramways.

25. The Company shall not in constructing Railway No. 4 or Railway No. 7 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 of Railway No. 4 in the parish of Llangiwg nor in constructing Railway No. 6 any greater quantity of the common lands numbered 65 and 94 on the deposited plans of that railway in the same parish than shall be required for constructing those railways respectively 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 of Railway No. 6 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.

For limiting interference with common lands in parish of Llangiwg.

26. 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.

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

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

27. 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 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.

28. 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.

Power to cross certain roads on level.

29. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railways 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 hereinafter mentioned (that is to say):—

No. on deposited Plans.	Parish.	Description of Road.
	RAILWAY No. 2.	
33	Cil-y-Bebyll - - -	Public carriage road
	RAILWAY No. 4.	
73	Llangiwg - - -	Public carriage road
	RAILWAY No. 7.	
159	Llangiwg - - - -	Public carriage road

Provided always that the Company shall when required by the Pontardawe Rural District Council 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 of Railway No. 2 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 more than one foot the said public carriage road numbered 73 on the deposited plans of Railway No. 4 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 crossings.

30. The Company shall make and maintain wicket gates for the use of foot passengers crossing the line where Railway No. 8 and Railway No. 9 shall cross the occupation road numbered 156 on the deposited plans of that railway in the parish of Llangiwg on the level.

Inclination of roads.

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

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
26	Cil-y-Bebyll	Public carriage road	1 in 15
32	Cil-y-Bebyll	Public carriage road	1 in 14
47	Cil-y-Bebyll	Public carriage road	1 in 14
146	Llangiwg	Public carriage road	1 in 10
40	Llangiwg	Public carriage road	1 in 12
171	Llangiwg	Public carriage road	1 in 8

Height and span of bridges.

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

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
		RAILWAY No. 1.	Feet.	Feet.
18	Dyffryn-Clydach hamlet	Public carriage road	16	25
		RAILWAY No. 10A.		
18	Dyffryn-Clydach hamlet	Public carriage road	16	25
		RAILWAY No. 12.		
156	Neath	Public carriage road	14	20
52	Neath	Public carriage road	15	20
14	Neath	Public carriage road	15	25
6	Neath	Public carriage road	15	20

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Width of certain roadways.

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

No. on Plans.	Parish.	Description of Roadway.	Width of Roadway.
		RAILWAY No. 4.	
9	Llangiwg - -	Public carriage road -	20
136	Llangiwg - - -	Public carriage road -	20
22	Rhyndwyglydach -	Public carriage road -	20
		RAILWAY No. 9.	
171	Llangiwg - -	Public carriage road -	15

Providing for conveyance of passengers on certain railways.

34. Railways No. 2 No. 4 and No. 12 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 hereinafter referred to in the event hereinafter mentioned) If any of the said Railways No. 2 No. 4 and No. 12 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 Glamorganshire 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.

Land for extraordinary purposes.

35. The Company may acquire by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 or other purposes of the Company any quantity of land not exceeding thirty acres but nothing in this Act or in that Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken Section 32 of the Act of 1895 is hereby repealed.

Powers to owners to grant easements &c.

36. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the

provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Owners may be required to sell parts only of certain lands and buildings.

37. And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same 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 other persons interested in the houses or other buildings or manufactories described in the Schedule to this Act and whereof parts only are required for the purposes of this Act 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 such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises 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 parties interested therein by severance or otherwise.

Restrictions on displacing persons of labouring class.

38.—(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 next before the passing of this Act were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers nor shall they under the powers of the Act of 1898 as revived by 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 next before the passing of the Act of 1898 were or have been since that day or

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shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers 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 after the passing of this Act or the Act of 1898 (as the case may be) 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 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 subsection 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.

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(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) Any houses purchased or acquired by the Company for or in connection with any of the purposes of this Act whether purchased or acquired in exercise of the powers conferred by this Act or otherwise and whether before or after the passing of this Act which may have been occupied by persons of the labouring class within five years before the passing of this Act and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Local Government Board are unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12) For the purposes of this section the expression "house" means a house or part of a house occupied as a separate dwelling and the expression "labouring class" means mechanics artizans 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 such persons who may be residing with them.

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Deposit money in respect of railways not to be repaid except so far as railways opened.

39. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum or sums of money amounting to nineteen thousand eight hundred and forty-two pounds and seventeen shillings equal to five per centum upon the amount of the estimate in respect of the railways proposed to be authorised by the Bill for this Act as introduced into Parliament 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 and the same has been invested in nineteen thousand nine hundred and seventeen pounds twelve shillings and eightpence local loans stock And whereas one of the said railways that is to say Railway No. 11 so proposed to be authorised was struck out of the Bill during its passage through Parliament And whereas the sum of nineteen thousand one hundred and seventy pounds twelve shillings and eightpence local loans stock represents a sum equal to five per centum upon the estimate of expense of the railways by this Act authorised to be constructed which last-mentioned sum is in this Act referred to as "the deposit fund" Be it enacted that notwithstanding anything contained in the said recited 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 or the executors or administrators of such survivor (which persons survivors or survivor or executors or administrators of such 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 said railways open the same for public traffic and if the Company shall make default in so opening the said 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 said 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 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

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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 money deposited in respect of railways.

40. 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 who have been subjected to injury or loss in consequence of the compulsory powers of taking property for the purposes of the railways 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 retransferred to the depositors Provided that until the deposit fund has been repaid or retransferred to the depositors or has become otherwise applicable as hereinbefore 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.

Repayment of part of deposit money.

41. On the application of the depositors at any time after the passing of this Act the High Court may and shall order that the sum of seven hundred and forty-seven pounds local loans stock representing the sum of seven hundred and forty-seven pounds cash paid into court as aforesaid over and above the deposit fund and the interest thereon shall be transferred or paid to the depositors or to any other person or persons whom they may appoint in that behalf.

Period for completion of works.

42. 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.

Application of funds.

43. The Company may apply for the purposes of this Act (being in all cases purposes to which capital is properly applicable) any moneys which by the Act of 1895 and the Act of 1898 they have power to raise by shares stock debenture stock or by borrowing and which may not be required for the purposes for which the same were authorised to be raised.

Additional capital.

44. The Company may for the purposes of this Act raise additional capital not exceeding in the whole one hundred and forty-one thousand pounds by the issue of new ordinary shares or stock as the Company from time to time think fit.

Amount of new shares. Shares not to be issued till one-fifth paid thereon.

45. The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth part of the amount of such share is paid in respect thereof.

New shares or stock to form part of capital of Company.

46. The additional capital in new shares or stock created under the authority of this Act shall form part of the capital of the Company.

New shares or stock to be subject to same incidents as other shares or stock.

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

Dividends on new shares or stock.

48. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called up and paid on such new shares or to the whole amount of such stock as the case may be.

Power to divide ordinary shares

49. The Company with the authority of three-fourths of the votes of the shareholders prevent in person or by proxy at a general

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in additional capital.

meeting of the Company specially convened for the purpose may from time to time divide any ordinary shares in the additional capital by this Act authorised to be raised into half shares of which one shall be called "preferred half share" and the other "deferred half share" but the Company shall not 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 amount payable thereon) and the residue to the credit of the preferred half share and the provisions of sections 16 to 22 of the Act of 1895 shall apply to such divided shares as if they had been re-enacted in this Act in respect thereto.

Power to borrow.

50. The Company may in respect of the said additional capital of one hundred and forty-one thousand pounds from time to time borrow on mortgage of their undertaking in addition to any other sums which they are authorised to borrow by the Act of 1895 any sum not exceeding in the whole forty-seven thousand pounds and of that sum they may borrow in respect of each seventy thousand five hundred pounds of such capital the sum of twenty-three thousand five hundred pounds But no part of either of such sums of twenty-three thousand five hundred pounds shall be borrowed until the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole portion of such additional capital in respect of which it is to be borrowed (if raised by shares) have 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 such share has been paid on account thereof before or at the time of the issue or acceptance thereof or if raised by means of stock until stock for one half of such portion of additional capital is fully paid up and the Company have proved to the justice as aforesaid before he so certifies that such shares or stock (as the case may be) were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said capital is raised by means of shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same.

Upon production to such justice of the books of the Company and of such other evidence as he may think sufficient he shall grant

a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof. A.D. 1903.

Receipt in case of persons not sui juris.

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

Debenture stock.

52. The Company may create and issue debenture stock subject to the provisions of section 29 of the Act of 1898 Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

Application of moneys.

53. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act or the general purposes of the Company being in every case purposes to which capital is properly applicable.

Tolls and rates for passengers and merchandise.

54. The railways authorised by the Act of 1898 and this Act shall for the purposes of tolls rates and charges be deemed one railway and the provisions of sections 50 to 55 of the Act of 1895 shall apply in respect of the conveyance of passengers merchandise and small parcels upon those railways as if they had been authorised by that Act.

Power to Company to use portion of Midland Railway.

55.—(1) The Company and any company or person for the time being working or using by agreement with the Company Railway No. 2 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 Railway No. 2 and Pontardawe Station thereon including that station and all buildings works sidings and conveniences connected therewith.

(2) The Company and any company or person as aforesaid shall in the exercise of the powers of the last preceding subsection 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 subsection (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.

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Power to Midland Company to use railways of Company.

56.—(1) 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.

(2) 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.

(3) 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.

(4) 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 subsection shall be referred to arbitration as hereinafter provided.

(5) 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 addition to the actual distance.

(6) Any difference arising between the Company and the Midland Company in respect of anything contained in this section shall be determined by arbitration under the Arbitration Act 1889.

Power to use portions of Great Western Railway.

57.—(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—

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 ;

So much of the Great Western Railway (Garnant and Brynaman Branch) as lies between the junction therewith of Railway No. 8 and the junction of that railway with the Midland Railway (Swansea Vale section) at Brynaman including the Brynaman Station of the Great Western Railway Company ;

together with all stations on the said portions of railway and all roads platforms points signals junctions sidings water watering-places and water for engines engine-sheds standing room for engines and carriages booking and other offices warehouses sheds wharves landing-places stages cranes machinery appliances works and conveniences connected with the said portions of railway and stations respectively 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 portion of railway station 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.

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

Tolls on traffic conveyed partly on railways and partly

58. 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

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on other railways.

railway and in estimating the amount of rates and charges in respect of passengers conveyed partly on the railways of the Company and partly on the railways of such other companies or company 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 companies or company 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 confirmed by the Great Western Railway Company (Rates and Charges) Order Confirmation Act 1891.

Power to pay interest out of capital during construction.

59. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith the Company may out of any money they are by this Act authorised to raise 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 in the share capital by this Act authorised to be raised from the respective times of such payments until the expiration of the time limited by this Act for the completion of the railways or such less period as the directors may in each case determine but subject always to the conditions hereinafter stated (that is to say) :—

(A) No such interest shall begin to accrue until the Company shall have deposited with the Board of Trade a statutory declaration by two of the directors and the secretary of the Company that two-thirds at least of the share capital by this Act authorised to be raised for the purposes of this Act and 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 seven 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 hereinbefore 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 in the share capital by this Act authorised to be raised 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.

Revival of powers for purchase of lands.

60. The powers granted by the Act of 1898 for the compulsory purchase and taking of lands for the purposes of the railways thereby authorised are hereby revived and may be exercised at any time within but shall not be exercised after the expiration of three years from the passing of this Act.

Extending period for completion of authorised railways.

61. The period limited by the Act of 1898 for completion of the railways thereby authorised is hereby extended for a period of five years from the passing of this Act and the Act of 1898 shall be read and have effect as if such extended period had been originally named therein for the completion of those railways.

Amending section 34 of Act of 1898.

62. Section 34 of the Act of 1898 shall be read and have effect as if in lieu of subsection (A) thereof the following subsection had been inserted therein (that is to say):—

(A) No such interest shall be paid until the Company have deposited with the Board of Trade a statutory declaration of two directors and the secretary of the Company that two-thirds at least of the share capital authorised by that 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.

Saving rights of Crown.

63. Nothing herein contained shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any

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land hereditaments subjects or rights of whatsoever description belonging to the King's most Excellent Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent such Commissioners and such Board are hereby respectively authorised to give) neither shall anything herein contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the King's Majesty.

Recovery of demands under fifty pounds.

64. Proceedings for the recovery of any demand not exceeding fifty pounds made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in the county court.

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

65. 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.

66. Nothing in this Act contained shall exempt the Company or their railways 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 the Company.

Costs of Act.

67. 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.

The SCHEDULE referred to in the foregoing Act.

Describing the Lands Buildings or Manufactories of which Parts only may be taken.

Name of Parish.	Numbers on deposited Plans.
Railways No. 1 No. 2 No. 3 No. 10A and No. 12.	
Dyffryn-Clydach	28
Railways No. 1 and No. 10A.	
Dyffryn-Clydach hamlet	2 and 5.
Railway No. 2.	
Blaenhonddan	148
Railway No. 4.	
Rhyndwyglydach hamlet	1 2 3 4 5 6 7 14 and 23A.
Cil-y-Bebyll	13 20.
Llangiwg	3 4.
Railway No. 5.	
Cil-y-Bebyll	35.
Railway No. 9.	
Llangiwg	177 187 and 188.
Railway No. 10.	
Coed-Ffranc	9 14 15 16 and 18.
Railway No. 10A.	
Coed-Ffranc	8 9 10 and 11.
Railway No. 12.	
Borough of Neath	11 16 18 18A 24 25 36 38 39 43 158 162 and 163.

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