



ANNO VICESIMO NONO & TRICESIMO

# VICTORIÆ REGINÆ.

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## *Cap. cclxxiv.*

An Act for facilitating the Traffic of the *Swansea Vale* Railway Company over the Railways of other Companies ; and for other Purposes.

[23d July 1866.]

**W**HEREAS it is expedient for the Purpose of facilitating the Traffic of the *Swansea Vale* Railway Company that Provision should be made for the laying down of Narrow Gauge Rails upon a Portion of the *South Wales* Line of the *Great Western* Railway Company at *Swansea*, and for the Conveyance and forwarding thereon and upon other Railways of Traffic passing from and to the Railway of the *Swansea Vale* Railway Company : And whereas it is expedient that the *Swansea Vale* Railway Company should be empowered to raise a further Sum of Money : And whereas the Objects aforesaid cannot be effected without the Authority of Parliament : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

1. This Act may be cited for all Purposes as "The *Swansea Vale* Short Title. Railway Act, 1866."

[*Local.*]

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2. The

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26 & 27 Vict.  
cc. 92, & 118.  
incorporated.

2. The following Parts of Acts are (except where expressly varied by this Act) incorporated with and form Part of this Act; (namely,) Part III. (Working Agreements) of "The Railways Clauses Act, 1863:"

Part I. (Cancellation and Surrender of Shares), and Part II. (additional Capital) of "The Companies Clauses Act, 1863."

Interpreta-  
tion of  
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by this Act, or by the Acts wholly or partially incorporated herewith, have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction:

The Expression "the Company" means the *Swansea Vale Railway Company*:

The Expression "the *Great Western Company*" means the *Great Western Railway Company*:

The Expression "the *South Wales Railway*" means the *South Wales Line* of the *Great Western Railway Company*:

The Expression "the *Llanelly Company*" means the *Llanelly Railway and Dock Company*:

And the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Power to  
raise addi-  
tional Money  
by Creation  
of new  
Shares or  
Stock.

4. The Company from Time to Time may raise by the Creation and Issue of Shares such Sums of Money as they shall think necessary, not exceeding Twenty-one thousand Pounds, exclusive of the Monies which they are or may be authorized to raise by any other Act or Acts of Parliament; and the Company may create and issue such Shares either wholly or partially as Ordinary or wholly or partially as Preferential Shares, as they may think fit.

Shares not  
to issue  
until One  
Fifth paid  
up.

5. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Calls.

6. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Two Thirds of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

7. If

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7. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise by the Creation and Issue of new Shares of one and the same Class all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares.

New Shares raised under this Act and any other Act of this Session may be of same Class.

8. Except as is by this Act otherwise provided, the Share Capital created by the Company under this Act, and the Shares therein, and the Holders of those Shares respectively, are subject and entitled to the same Powers, Provisions, Forfeitures, Liabilities, Rights, Privileges, and Incidents whatever in all respects as if that Capital were Part of the now existing Ordinary Share Capital of the Company, and those Shares were Shares in that Ordinary Capital.

Incidents of new Shares.

9. Every Person who becomes entitled to a Share created by the Company under this Act shall in respect of the same be a Shareholder in the Company, and shall be entitled to a Dividend, either preferential or ordinary, as the Case may be, with the other Holders of Shares of the same Class or Description (if any), proportioned to the whole Amount from Time to Time called and paid on such Shares.

Dividends on new Shares.

10. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Seven thousand Pounds, in addition to the Sums which they are already authorized to borrow, but no Part thereof shall be borrowed until Shares for the whole of the Sum by this Act authorized to be raised by Shares are issued and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for the whole of the Capital by this Act authorized to be 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 separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Shares were issued and taken *bonâ fide*, and are held by Persons or their Assigns, and that such Persons or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Power to borrow on Mortgage.

11. The Mortgagees of the Company may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appoint-

Arrears may be enforced by Appointment of a Receiver.

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Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than One Fifth Part of the total Amount of the Principal Monies then owing by the Company on Mortgage.

Existing  
Mortgages  
to have  
Priority.

**12.** All Mortgages granted by the Company in pursuance of the Powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages have Priority over any Mortgages to be granted by virtue of this Act.

Debenture  
Stock.

**13.** The Company may create and issue Debenture Stock.

Application  
of Monies.

**14.** All Monies raised under this Act, whether by Shares or borrowing, shall be applied only for the Purposes of this Act, and of the other Acts relating to the Company's Undertaking.

Great  
Western  
Company to  
lay Narrow  
Gauge Rails  
upon a Por-  
tion of their  
Railway at  
Swansea.

**15.** The *Great Western* Company shall, within Six Months after the Receipt of Notice under the Common Seal of the Company requiring them so to do, lay down and thereafter maintain on so much of the *South Wales* Railway as lies between the Junction in the Parish of *Llansamlet* of that Railway with the *Swansea Vale* Railway and the Station of the *South Wales* Railway in *High Street, Swansea*, including the Stations at *Landore* and *High Street, Swansea*, respectively, an additional Rail or additional Rails so as to admit of the Passage on and over the said Portion of Railway, and into the said Stations, and the Sidings belonging thereto, of Engines, Carriages, and Waggon adapted to the Narrow Gauge.

As to laying  
of additional  
Rails.

**16.** Unless otherwise agreed upon between the Company and the *Great Western* Company, the additional Rails shall be laid, and the Works in connexion therewith executed and maintained, at the sole Cost of the Company, and the Company shall upon Demand pay to the *Great Western* Company all Monies expended by them in laying down those Rails, and executing those Works, and in relation thereto; if any Dispute arise between the Company and the *Great Western* Company touching the Provisions of this and the last preceding Enactment, or any of them, every such Dispute shall be settled by an Engineer to be appointed for that Purpose by the Board of Trade on the Application of either of the Parties in dispute.

Parties may  
agree.

**17.** The Company and the *Great Western* Company may make and carry into effect Agreements with respect to the laying of the additional Rails by both or either of the Parties to the Agreement, and the defraying or apportioning of the Cost thereof, or otherwise in relation thereto.

**18.** In

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18. In order to facilitate the Transmission of Traffic passing to or from *Swansea* from or to the Railways of the Company, the *Great Western* Company shall, with respect to Passengers, Animals, Carriages, Goods, Articles, and Things, except Minerals, (herein-after collectively referred to as "general Traffic,") and for all Purposes of such general Traffic, at all Times hereafter afford to and for the Company and such general Traffic all needful Accommodation, Facilities, and Conveniences over and at the Portion of Railway and the Stations, Sidings, and Works herein-after mentioned; that is to say,

Facilities for the Company's general Traffic to be afforded by *Great Western* Company.

So much of the *South Wales* Railway as lies between the Junction therewith of the *Swansea Vale* Railway at *Llansamlet* and the *South Wales* Railway Station in *High Street, Swansea*, and that Station and the *Landore* Station of the *South Wales* Railway, and the Sidings and Works belonging thereto respectively :

And such Accommodation, Facilities, and Conveniences shall include Through Booking, Invoicing at Through Rates to be agreed on or settled by Arbitration as herein-after provided, and (so far as reasonably may be) Through Carriages and Waggons; and the *Great Western* Company shall at all Times and in all respects conduct, forward, carry on, and accommodate the same, and as well as if it were their own proper Traffic, but, after the laying down of Narrow Gauge Rails between the Points aforesaid, not so as to require or occasion any Change by Passengers of Carriage at the *Landore* Station: Provided always, that the *Great Western* Company shall not be required to afford any such Facilities, or be otherwise bound by the Provisions of this Enactment, except on One Month's Notice in Writing from the Company of their Desire to have such Facilities so afforded to them.

19. The Accommodation, Facilities, and Conveniences to be afforded, and the Terms, Conditions, Restrictions, and Limitations upon and under which the same shall be afforded, and any Question which may from Time to Time arise between the Company and the *Great Western* Company in relation thereto, shall, in case of Difference between them, be settled and determined by a single Arbitrator in accordance with the Provisions of "The Railway Companies Arbitration Act, 1859;" and the single Arbitrator, if not agreed on by the Two Companies, shall be an impartial and competent Person to be, on the Application of the Two Companies or either of them, from Time to Time named for the Purpose by the Board of Trade; and the Arbitrator shall have regard to whatever Circumstances or Considerations may be submitted to him by either Party; every Decision of the Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of the Arbitration shall be defrayed as the Arbitrator shall direct; and in case either of

Terms and Conditions of such Facilities.

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the Companies refuse or neglect to perform, observe, and conform to any Award or Decision under any such Arbitration, the Company in default shall forfeit and pay to the other Company any Sum to be fixed by such Award not exceeding Fifty Pounds for every such Refusal or Neglect, and any Sum to be fixed by such Award not exceeding Twenty Pounds for every Day during which such Refusal or Neglect shall continue.

Contingent  
Running  
Powers in  
respect of  
general  
Traffic.

20. If and whenever the Arbitrator shall award and determine that the Facilities have not been duly afforded by the *Great Western* Company in accordance with the Provisions of this Act, and that it is in his Opinion expedient that Running Powers over the Portion of Railway and the Stations herein-after mentioned should be exercised by the Company, then and thenceforth the Company may, subject to the Terms of the Award, and to such Extent and in such Manner as shall be awarded, run over and use by and with their Officers and Servants, Engines and Carriages, and for the Purposes of all general Traffic, so much of the *South Wales* Railway as lies between the Junction therewith of the *Swansea Vale* Railway at *Llansamlet* and the aforesaid Station in *High Street, Swansea*, including that Station and the *Landore* Station aforesaid, and may also use such of the Works and Conveniences (including Water Supplies) connected therewith respectively as may be reasonably required for the Accommodation of the Company's general Traffic.

Facilities  
for the Com-  
pany's Goods  
Traffic to be  
afforded by  
Vale of  
Neath  
Company.

21. In order to facilitate the Transmission of Traffic passing or intended to pass from or to the South Dock or the *Llanelly* Railway respectively to or from the Railway of the Company, the *Vale of Neath* Railway Company shall, with respect to every Description of Traffic except Passengers (which Traffic is herein-after referred to as "Goods Traffic"), and for all Purposes of such Goods Traffic, at all Times hereafter afford to and for the Company and such Goods Traffic all needful Standing Room, Siding and other Accommodation, Facilities, and Conveniences for the Transmission and forwarding of Goods Traffic between the Junction of the *Vale of Neath* Railway with the *Swansea Vale* Railway and the Wharfs or Staiths for the Time being belonging to or occupied by the Company upon the South Dock at *Swansea*, and such Accommodation, Facilities, and Conveniences shall include Through Booking and Invoicing at Through Rates, to be agreed on or settled by Arbitration as herein-after provided, and (so far as reasonably may be) Through Waggon, and the *Vale of Neath* Railway Company shall at all Times and in all respects conduct, forward, carry on, and accommodate the same as well as if it were their own proper Traffic: Provided always, that the *Vale of Neath* Railway Company shall not be required to afford any such Facilities, or be otherwise bound by the Provisions of this Enactment, except

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except on One Month's Notice in Writing from the Company of their Desire to have such Facilities so afforded to them.

**22.** The Standing Room, Siding and other Accommodation, Facilities, and Conveniences to be afforded, and the Terms, Conditions, Restrictions, and Limitations upon and under which the same shall be afforded under the last preceding Enactment, and any Question which may from Time to Time arise between the Company and the *Vale of Neath* Railway Company in relation thereto, shall, in case of Difference between them, be settled and determined by a single Arbitrator in accordance with the Provisions of "The Railway Companies Arbitration Act, 1859;" and the single Arbitrator if not agreed on by the Two Companies, shall be an impartial and competent Person to be, on the Application of the Two Companies or either of them, from Time to Time named for the Purpose by the Board of Trade; every Decision of the Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of the Arbitration shall be defrayed as the Arbitrator shall direct; and in case either of the Companies refuse or neglect to perform, observe, and conform to any Award or Decision under any such Arbitration, the Company in default shall forfeit and pay to the other Company any Sum to be fixed by such Award not exceeding Fifty Pounds for every such Refusal or Neglect, and any Sum to be fixed by such Award not exceeding Twenty Pounds for every Day during which such Refusal or Neglect shall continue.

Terms and  
Conditions  
of such  
Facilities.

**23.** If and whenever the Arbitrator shall award and determine that the Facilities have not been duly afforded by the *Vale of Neath* Railway Company in accordance with the Provisions of this Act, and that it is in his Opinion expedient that Running Powers over the respective Portions of Railway herein-after mentioned should be exercised by the Company, then and thenceforth the Company may, subject to the Terms of the Award, and to such Extent and in such Manner as shall be awarded, run over and use by and with their Officers and Servants, Engines and Waggon, and for the Purposes of all Goods Traffic, the Portions of Railway herein-after described, and such of the Sidings, Works, and Conveniences connected with the *Vale of Neath* Railway as may be reasonably required for the Accommodation of such Goods Traffic. The Portions of Railway over which the aforesaid Running Powers may be exercised are,—

Contingent  
Running  
Powers in  
respect of  
Goods  
Traffic.

(A.) So much of the *Vale of Neath* Railway as lies Westward of the Bridge which carries that Railway over the Road leading to *Port Tennant*, near to the *Port Tennant* Inn, including the Branch Railway forming the Connexion between the *Swansea Vale* Railway and the *Vale of Neath* Railway :

(B.) So

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(B.) So much of the *Swansea Harbour* Railway as lies between the Junction of that Railway with the *Vale of Neath* Railway and the Point where, under the Provisions of "The *Llanelly* Railway and Dock Act, 1863," a Junction shall be effected between the Deviation Railway No. 1. by that Act authorized and the *Swansea Harbour* Railway: Provided that, until the last-mentioned Junction shall be effected, the Junction from Time to Time existing between the *Llanelly* Railway and the *Swansea Harbour* Railway shall for the Purposes of this Act be deemed to be the Junction authorized by the said Act of 1863:

(C.) So much of the *Swansea Harbour* Railway as lies between the respective Junctions therewith of the *Vale of Neath* Railway and the *South Wales* Railway.

Terms of  
User.

24. If not otherwise agreed upon between the Company on the one hand, and each of the *Great Western* Company, the *Vale of Neath* Railway Company, and the *Swansea Harbour* Trustees or their Lessees, on the other hand, the Terms, Conditions, and Regulations to which the Company shall be subject in respect of the running over, working, and using of the respective Portions of Railway in this Act mentioned shall be settled and determined by a single Arbitrator in accordance with the Provisions of "The Railway Companies Arbitration Act, 1859;" and the single Arbitrator, if not agreed on by the Parties in difference, shall be an impartial and competent Person to be, on the Application of the Parties in difference or either of them, from Time to Time named for the Purpose by the Board of Trade; and the Arbitrator shall have regard to whatever Circumstances or Considerations may be submitted to him by either Party; every Decision of the Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of the Arbitration shall be defrayed as the Arbitrator shall direct; and in case either of the Parties in difference refuse or neglect to perform, observe, and conform to any Award or Decision under any such Arbitration, the Party in default shall forfeit and pay to the other Party to the Arbitration any Sum to be fixed by such Award or Decision not exceeding Fifty Pounds for every such Refusal or Neglect, and any Sum to be fixed by such Award or Decision not exceeding Twenty Pounds for every Day during which such Refusal or Neglect shall continue.

Byelaws to  
be observed.

25. The Company, in using or traversing the said Portions of Railway, and in using the Stations, Works, and Appurtenances thereof respectively, if and when they use the same in accordance with the Provisions herein-before contained, shall at all Times observe the  
Byelaws



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Byelaws and Regulations at the Time in force on the Portions of Railway so used or traversed respectively so far as those Byelaws and Regulations shall be applicable to the Company.

26. The Company on the one hand, and each of the *Great Western* Company and the *Swansea* Harbour Trustees or their Lessees on the other hand, may from Time to Time make and enter into Contracts and Arrangements with respect to the running over and using of the said Portions of Railway respectively, and the Matters connected therewith and in relation thereto.

Companies may agree as to Terms of User.

27. The Company may pass over and use with their Engines, Carriages, and Waggons, and for the Purposes of conveying Passengers, Animals, Goods, Minerals, and other Things, so much and such Parts of the authorized Railways of the *Llanelly* Company as they now are or hereafter may be constructed Eastward of a straight Line drawn North and South from the *Trafalgar* Hotel adjoining the *Saint Helen's* Station of the *Oystermouth* Railway to the Seashore, and also the Branches connected with the *Llanelly* Company's Shipping Places, paying to the *Llanelly* Company by way of Toll for the Passage over and User of the same as follows; *videlicet*, One Penny Halfpenny *per* Ton in respect of all Coal, and Twopence *per* Ton in respect of all other Goods, Minerals, and other Things, so conveyed thereon, and so in proportion for less than a Ton, but a Fraction of a Quarter of a Ton being reckoned a Quarter of a Ton, and in respect of Passengers and Animals such a Toll as shall from Time to Time be agreed on between the Company and the *Llanelly* Company, or as, failing Agreement, shall from Time to Time be settled by a Referee to be appointed by the Board of Trade on the Application of either Company; but no Toll shall be payable in respect of empty Carriages or Waggons having been employed or about to be employed in conveying such Passengers, Animals, Goods, Minerals, or other Things.

Power to the Company to use Portions of the *Llanelly* Company's Railways.

28. All Traffic passing over the *Swansea Vale* Railway or any Part thereof shall for the Purposes of this Act be considered Traffic of the Company.

All Traffic passing over Company's Railway to be deemed Company's Traffic.

29. During the Exercise of any Running Powers over the Railway of any Company or Persons under the Provisions of this Act the Railways of the Company exercising those Powers, and the Railway in respect of which those Powers are exercised, shall, for the Purposes of determining the Tolls and Charges to be demanded and taken by the Company, be considered as One Railway; and in respect of Traffic conveyed partly on the one Railway and partly on the other Railway for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers, for every

Tolls on Traffic conveyed partly on the Railway and partly on the Railway of the Company.

[Local.]

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Mile

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Mile or Fraction of a Mile beyond Three Miles Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Three Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, Minerals, or Goods partly on the one Railway and partly on the other Railway.

Power to enter into Traffic Arrangements with other Railway Companies.

**30.** The Company on the one hand, and each and every of the *Great Western* Company, the *Vale of Neath* Railway Company, the *Llanelly* Company, the *Oystermouth* Railway or Tramroad Company, and the *Swansea* Harbour Trustees or their Lessees, on the other hand, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The Forwarding, Collection, Transmission, Interchange, Accommodation, Conveyance, and Delivery of Traffic coming from or destined for the Undertakings of the contracting Companies, and the Fixing, Collection, Apportionment, Appropriation, and Division between the said Companies of the Receipts arising from such Traffic.

Tolls on Traffic conveyed on the Railways of the contracting Companies.

**31.** During the Continuance of any Agreement to be entered into under the Provisions of the last preceding Enactment the Railways of the Companies or others, Parties to the Agreement, shall for the Purposes of Tolls and Charges be considered as One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the Railway of the one and partly on the Railway of the other or others for a less Distance than Three Miles, Tolls and Charges may only be charged as for Three Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Three Miles Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Three Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, Minerals, or Goods partly on the Railway of the one Party to the Agreement, and partly on the Railway of the other Party or Parties to the Agreement.

Company and Swansea Harbour Trustees may make Agreements.

**32.** The Company and the *Swansea* Harbour Trustees and their Lessees may from Time to Time make and carry into effect Agreements for and with respect to the Use by the Company, or for the Purposes of their Traffic, of Wharfage Ground, Shipping Stages, Drops, Slips, Sidings, and other Conveniences, Hydraulic and other Power, Accommodation, and Services at and upon or in connexion with the Railway, Docks, Wharfs, and Shipping Places of or belonging

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longing to or under the Control or Management of the Trustees or their Lessees.

**33.** The Company shall from Time to Time forward without Delay between the Sidings belonging to any Two Ballast Wharfs of the *Swansea* Harbour Trustees at *Swansea* communicating with the Company's Railway there and any One Ballast Siding of the said Trustees adjoining the Company's Railway, and in Waggons of the Trustees, unless the Company and the said Trustees from Time to Time otherwise agree, all Ballast brought into *Swansea* Harbour, and any Spoil and other Matter excavated from the Bed and Sides of any Part of the River *Tawe* New Cut and the Town Float within the said Harbour; and the entire Charge in that Behalf, including Haulage, shall be a Rate of Twopence *per* Ton for any Distance not exceeding Four Miles, and a further Rate of One Halfpenny *per* Ton *per* Mile for any further Distance; and the Company shall from Time to Time forward without Delay between any One Ballast Siding of the said Trustees adjoining the Company's Railway and the Sidings belonging to any Two Ballast Wharfs of the said Trustees at *Swansea* communicating with the Company's Railway there all empty Waggons which shall have passed loaded over the Railway of the Company, or any Part thereof, without making any Charge for such last-mentioned Service: Provided always, that the Company shall not be required to pass their Engines over any Portion of the said Trustees Sidings at *Swansea*, or to take Ballast from or deliver empty Waggons at more than One Siding at any One Wharf: Provided also, that the said Trustees shall, in addition to the said Tonnage Rate, pay to the Company Five Pounds for every Month during which they shall require the Company to forward Ballast from more than One Wharf.

Company to carry Ballast and Spoil for *Swansea* Harbour Trustees at One Halfpenny *per* Ton *per* Mile.

**34.** Nothing in this Act contained shall (except as herein-before expressly provided) prejudice, alter, or affect any of the Estates, Rights, Powers, or Interests of the *Great Western* Company or the *Vale of Neath* Railway Company.

Saving Rights of the *Great Western* and *Vale of Neath* Companies.

**35.** The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not 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."

Interest not to be paid on Calls paid up.

**36.** The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum which, by any Standing Order

Deposits for future Bills not to be

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paid out of  
Capital.

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 authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railways not  
exempt from  
Provisions of  
present and  
future Gene-  
ral Acts.

**37.** Nothing herein contained shall be deemed or construed to exempt the Railways of the Company from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, authorized by this Act.

Expenses of  
Act.

**38.** 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.

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