



ANNO TRICESIMO

# VICTORIÆ REGINÆ.

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## *Cap. xcvi.*

An Act for enabling the *Swansea Vale* Railway Company to construct Branch Railways; and for other Purposes. [17th June 1867.]

**W**HEREAS it is expedient that the *Swansea Vale* Railway Company (in this Act called the Company) should be authorized to construct Branch Railways in connexion with their Undertaking, and to acquire additional Lands: And whereas Plans and Sections showing the Lines and Levels of the Branch Railways by this Act authorized, and the Lands which the Company are by this Act empowered to acquire, and Books of Reference to those Plans, have been deposited with the Clerk of the Peace for the County of *Glamorgan*, which Plans and Sections and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas it is expedient that the 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, 1867."

[*Local.*]

16 Z

2. The



*The Swansea Vale Railway Act, 1867.*

Incorporation of  
8 & 9 Vict.  
cc. 16., 18.,  
& 20.,  
23 & 24 Vict.  
c. 106., and  
26 & 27 Vict.  
cc. 92. & 118.  
incorporated.

2. The Acts and Parts of Acts following are (except where expressly varied by this Act) incorporated with and form Part of this Act; (that is to say,)

“ The Lands Clauses Consolidation Act, 1845 :”

“ The Lands Clauses Consolidation Acts Amendment Act, 1860 :”

“ The Railways Clauses Consolidation Act, 1845 :”

Part I. (relating to the Construction of a Railway) of “ The Railways Clauses Act, 1863 :”

The Clauses and Provisions of “ The Companies Clauses Consolidation Act, 1845,” with respect to the following Matters; (that is to say,)

“ The Distribution of the Capital of the Company into Shares ;

“ The Transfer or Transmission of Shares ;

“ The Payment of Subscriptions and the Means of enforcing the Payment of Calls ;

“ The Forfeiture of Shares for Nonpayment of Calls ;

“ The borrowing of Money ;

“ The Conversion of the borrowed Money into Capital ;

“ The Remedies of Creditors of the Company against the Shareholders ;

“ The Consolidation of Shares into Stock ;

“ The General Meetings of the Company and the Exercise of the Right of voting by the Shareholders ;

“ The making of Dividends ; and

“ The giving of Notices :”

Part I. (relating to the Cancellation and Surrender of Shares), and Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock), of “ The Companies Clauses Act, 1863.”

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

The Expression “ the Company ” shall mean the *Swansea Vale Railway Company* :

The Expression “ the Railways ” shall mean the Railways by this Act authorized :

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.

4. Subject

Interpretation of  
Terms.



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4. 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 Branch Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the deposited Plans and described in the deposited Books of Reference as may be required for that Purpose. The Branch Railways herein-before referred to and authorized by this Act are,—

Power to make Railways according to deposited Plans.

A Branch Railway of the Length of Four Miles Seven Furlongs or thereabouts, commencing in the Parish of *Llansamlet* by a Junction with the *Swansea Vale* Railway near the *Upper Bank* Station thereon, and terminating in the Parish of *Cadoxton-juxta-Neath* by a Junction with that Railway North of the *Glais* Station;

A Branch Railway of the Length of One Furlong Four Chains or thereabouts, wholly in the said Parish of *Llangefelach*, commencing by a Junction with the Branch Railway above described on the Eastern Side of the *Swansea* Canal, and terminating on the Western Side of that Canal;

Which said several Branch Railways are wholly situate in the County of *Glamorgan*;

And, subject as aforesaid, the Company may also enter upon, take, and use all or any of the Lands, Houses, and Buildings in the said Parish of *Killybeyll* delineated on the deposited Plans and described in the deposited Books of Reference, and situate on the West Side of the *Pontardawe* Station of the *Swansea Vale* Railway.

5. Notwithstanding anything in this Act contained, the Company shall not, under the Powers by this Act given with respect to the Lands numbered respectively on the deposited Plans 9, 10, 11, and 12, in the Parish of *Killybeyll*, interfere with the Waterway or the Flow of Water in any Watercourse through those Lands, or any other Water or Water Rights in and under the Hereditaments proposed to be taken by the Company belonging to *Howel Gwyn* of *Duffryn*, near *Neath* in the County of *Glamorgan*, Esquire, his Heirs or Assigns, without obtaining in each Instance his or their previous Consent in Writing for that Purpose.

For Protection of Mr. Gwyn's Waterway and other Rights, &c.

6. The Railways are for all Purposes whatever, including the demanding and taking of Tolls, Part of the Undertaking of the Company: Provided that the Company shall not demand or take any higher Tolls than are authorized by the "*Swansea Vale* Railway Act, 1855."

New Works Part of Company's Undertaking.

7. The

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Power to  
Company to  
raise addi-  
tional Money  
by new  
Shares.

7. 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 Sixty-five 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.

8. 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.

9. 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.

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

10. 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.

Incidents of  
new Shares.

11. The Share Capital created by the Company under this Act, and the Shares therein, and the Holders of those Shares respectively, except any Share Capital and Shares therein to which a preferential Dividend is attached, 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 such ordinary Capital.

Dividends on  
new Shares.

12. 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.

13. All



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13. All such new Shares of the Amount of Thirty-five Pounds each shall confer the same Qualifications and Rights of voting as the now existing Shares of that Amount, and all new Shares of any other Amount shall confer on the respective Holders thereof Qualifications and Rights of voting in proportion to the aggregate nominal Value of such new Shares held by them respectively, and not in proportion to the Number of or the Amount paid on such new Shares; and for the Purpose of Qualifications and Rights of voting every entire Sum of Thirty-five Pounds of such aggregate nominal Value shall be considered as equivalent to One Share of Thirty-five Pounds in the Capital of the Company; and no Holder of new Shares shall have any Qualification or Right of voting in respect of any Number of new Shares constituting in aggregate nominal Value any Fraction of Thirty-five Pounds.

Qualifications of new Shareholders.

14. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Twenty-one thousand six hundred Pounds, in addition to the Sums which they are already authorized to borrow, or which they may be authorized to borrow by any other Act or Acts of Parliament; 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 taken up, 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 the Persons to whom the same were issued, 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.

15. Every Provision in any Act whereby the Company is authorized to raise Money by borrowing for the Purposes of their Undertaking with respect to the Appointment of a Receiver for enforcing Payment by the Company of Arrears of Principal Money, or Principal Money and Interest, shall be and the same is hereby repealed, but without Prejudice to any Appointment which may have been made, or to the Continuance of any Proceedings which may have been commenced, prior to the passing of this Act under any such Provision.

Repealing Provisions of former Acts as to Appointment of Receiver.

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Arrears may be enforced by Appointment of a Receiver.

**16.** The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Ten thousand Pounds.

Debenture Stock.

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

Existing Mortgages to have Priority.

**18.** 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.

Application of Monies.

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

Lands for extraordinary Purposes.

**20.** The Quantity of Land to be taken by the Company by Agreement for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Four Acres.

Powers for compulsory Purchases limited.

**21.** The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

**22.** The Railways shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Notice to be given of taking Houses of Labouring Classes.

**23.** The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

**24.** If



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24. If the Railways by this Act authorized be not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, then (subject to the Provisions herein-after contained) the Company shall forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the Railways shall remain unopened, which Penalty shall be a Debt from the Company to the Crown, and be recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for or in respect of any Time during which the Company may be prevented from completing or opening the Railways by unforeseen Accident or Circumstances beyond their Control (of which Prevention, and of the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence), and that Board, on the Production of such Proof as they shall deem sufficient, shall grant such Certificate accordingly; provided always, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Penalty for Non-completion of Railway within Timelimited.

25. Nothing in this Act shall take away, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Swansea* Canal Navigation, or authorize the Company to alter the *Swansea* Canal as to its Line or Levels, or in any other respect, or the Towing-paths thereof, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert, contract, or obstruct the navigable Waterway thereof, or any Brooks, Streams, Waste Water, Cuts, Feeders, or Watercourses supplying the same with Water, or carrying therefrom the Waste Water, or otherwise connected with the Canal.

Saving Rights of Proprietors of Swansea Canal.

26. Wherever the Railway shall be carried over the *Swansea* Canal the Company shall, at their own Expense, make and at all Times for ever thereafter maintain and keep in perfect Repair a good and substantial Bridge over such Canal and the Towing-path thereof, and the Span of every such Bridge between the Abutments thereof shall be at least Thirty Feet in the clear so as to include the Canal and the Towing-path thereof; and the Towing-path under the Bridge shall be in every Case at least Eight Feet in Width, and the Centre of the Soffit of the Arch of any such Bridge shall not be less than Eight Feet from the Top-water Level of the Canal.

Bridges to be made over Swansea Canal.

27. During the Erection of such Bridges or any of them, and at all future Times during any Repairs thereof, no Obstruction shall be occasioned to the Navigation of the Canal, but at all Times during such Erections or Repairs a Waterway of not less than Ten Feet in Width, a Towing-path of not less than Four Feet in Width, and a clear Height of not less than Seven Feet from the Top-water Level of the said Canal, shall be kept for the Navigation thereof.

Canal not to be obstructed.

28. In



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If Canal  
obstructed  
Company to  
make good  
the Damage.

28. In case by reason of any of the Works by this Act authorized or required to be made, or the State of Repair thereof, or of any Act or Omission of the Company or any of their Agents or Servants, the Navigation of the *Swansea* Canal shall be obstructed or impeded, or in case the Space under any Bridge over that Canal shall at any Time be contracted so as to be less in Width or Height than is herein-before prescribed, then and in any of the said Cases the Company shall pay to the Company of Proprietors of the *Swansea* Canal as ascertained Damages the Sum of Two Pounds for every Half Hour during which any such Obstruction or Contraction shall continue: Provided always, that if such Obstruction or Contraction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Company or their Agents or Servants, then and in every such Case the Company shall pay to the Company of Proprietors of the *Swansea* Canal the further Sum of Two Pounds for every Half Hour during which the Obstruction shall continue as ascertained Damages, and the said Company of Proprietors may sue for and recover the said respective Sums, together with full Costs of Suit, against the Company in any Court of competent Jurisdiction.

Bridge over  
Canal to be  
kept in  
repair.

29. In case any such Bridge over the said Canal shall not be kept in good and substantial Repair, it shall be lawful for the said Company of Proprietors to do the needful Repairs, and recover from the Company the Amount of the Expenses thereof, with lawful Interest for the same from the Time of the incurring thereof, in any Court of competent Jurisdiction.

Not to  
acquire an  
Ownership  
in Lands  
belonging to  
the Great  
Western  
Railway  
Company,  
but only an  
Easement.

30. The Company shall not, for the Purpose of making the intended Branch Railway No. 1. under the *South Wales* Railway, acquire any Ownership of or in any Land or Property of the *Great Western* Railway Company, but the Company may acquire, and the *Great Western* Railway Company shall grant, an Easement or Right of using the same for the Purpose of the said intended Branch Railway No. 1, and the Company shall not enter upon or interfere with the *South Wales* Railway, or any of the Lands or Works of the *Great Western* Railway Company, or execute any Work whatsoever under or affecting the same, except in conformity with Plans, Drawings, and Specifications previously submitted to and approved by the principal Engineer for the Time being of the *Great Western* Railway Company, or in the event of his failing to approve the same for One Calendar Month after the Plans, Drawings, and Specifications have been delivered, then in conformity with Plans, Drawings, and Specifications to be submitted to and approved by an Engineer to be appointed by the Board of Trade, and the Works shall be executed by the Company at their sole Expense, and shall respectively be subsequently maintained by them in all things according to the approved Plans, Drawings,



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Drawings, and Specifications, to the reasonable Satisfaction of the Engineer of the *Great Western* Railway Company.

**31.** The Company shall bear, and on Demand pay to the *Great Western* Railway Company, the Expense of the Employment by them during the making of the intended Branch Railway No. 1. under and adjacent to the *South Wales* Railway of a sufficient Number of Inspectors, Signalmen, or Watchmen to be appointed by them for watching the said Railway and Works and the Transit of Trains with reference to and during the Execution of the intended Works, and for preventing as far as may be all Interference, Obstruction, Danger, and Accident from any of the Operations or from the Acts or Defaults of any Person or Persons in the Employ of the Company with reference thereto or otherwise.

Company to pay to Great Western Company Expenses of Watchmen during Construction of Works.

**32.** The Company shall at their sole Expense at all Times maintain the Archway or Bridge and other Works by which the intended Branch Railway No. 1. by this Act authorized shall be carried under the said *South Wales* Railway in substantial Repair and good Order and Condition to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Great Western* Railway Company, and if and whenever the Company fail so to do the *Great Western* Railway 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 their Engineer shall think requisite in that Behalf, and the Sum from Time to Time certified by the Engineer of the *Great Western* Railway Company to be the Amount of the Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *Great Western* Railway Company from the Company in any Court of competent Jurisdiction.

Maintenance of Works affecting the *South Wales* Railway.

**33.** The Company shall from Time to Time be responsible for and make good to the *Great Western* Railway Company all Costs, Losses, Damages, and Expenses from Time to Time occasioned to them, or to any of their Works or Property, or to the Traffic on their Railway, or to any Company or Persons using the same, or otherwise, by reason of the Execution or Renewal or the Failure of any of the intended Works or of any Part thereof, or of any Act or Omission of the Company or of any Persons in their Employ, or of their Contractors or others, and the Company shall effectually indemnify and hold harmless the *Great Western* Railway Company from all Claims and Demands upon or against them by reason of such Execution, Renewal, or Failure, and of any such Act or Omission.

Damages sustained by Great Western Railway Company to be repaid.

**34.** In constructing the Branch Railway No. 1. by this Act authorized the Company shall not in any way obstruct or interfere with

Not to interfere with Traffic on



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Great  
Western  
Railway.

with the Traffic passing along the *South Wales* Railway; and if by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with the said *South Wales* Railway so as to impede or prevent the convenient Passage of Engines and Carriages along the said Railway, the Company shall pay to the *Great Western* Railway Company the Sum of Twenty Pounds *per* Hour by way of ascertained Damages for every Hour during which that Obstruction or Interference shall continue on the *South Wales* Railway.

The Com-  
pany and  
the Great  
Western  
Company  
empowered  
to enter into  
Agreements.

**35.** The Company and the *Great Western* Railway Company may from Time to Time enter into and carry into effect any Agreements or Arrangements with respect to the Construction, Alteration, and Maintenance respectively of the Archway or Bridge to be constructed for carrying the Branch Railway No. 1. under the *South Wales* Railway.

Bridge to be  
Property of  
the Great  
Western  
Railway  
Company.

**36.** The Archway or Bridge, and the incidental Works connected therewith, which carries the Branch Railway No. 1. under the *South Wales* Railway, 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* Railway Company, and be deemed Part of the Structure of the *South Wales* Railway.

Facilities to  
be afforded  
by the Com-  
pany to the  
Great  
Western  
Railway  
Company.

**37.** The Company shall at all Times hereafter afford to the *Great Western* Railway Company all needful Accommodation, Facilities, and Conveniences over the Railways of the Company, including the Branch Railways authorized by this Act, for the Transmission of Traffic to, from, and beyond the Railways of the *Great Western* Railway Company, such Accommodation, Facilities, and Conveniences to include Through Booking, invoicing at Through Rates and Fares to be agreed on or settled by Arbitration as herein-after provided, and, so far as reasonably practicable, Through Carriages and Waggons: Provided always, that the Company shall not be required to find Carriages and Waggons for such Through Traffic, and all Receipts arising from Traffic interchanged between the *Great Western* Railway Company and the Company shall, unless otherwise agreed, be apportioned by the Railway Clearing House.

Contingent  
Running  
Powers to  
Great  
Western  
Railway  
Company.

**38.** If and whenever the Arbitrator to be appointed as herein-after mentioned shall award and determine that the Facilities have not been duly afforded by the Company, and that it is in his Opinion expedient that Running Powers should be exercised by the *Great Western* Railway Company; then and from thenceforth the latter Company

may,



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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, Carriages, and Waggon, for the Purpose of such Traffic as aforesaid, such Parts of the Railway of the Company as lie between the Eastern Depôt of the *Great Western Railway Company*, or the Junction at *Llansamlet*, and the *Yniscedwyn Ironworks*: Provided always, that the Company shall not be required to provide Accommodation for Engines, except Water Supply.

39. The *Great Western Railway Company* shall, so far as they can legally do so, at all Times hereafter afford to the Company in respect of Traffic to or from Stations, Works, and Sidings on the *Swansea Vale Railway* all needful Accommodation, Facilities, and Conveniences over the Railways of the *Great Western Railway Company* for the Transmission of such Traffic, such Accommodation, Facilities, and Conveniences to include Through Booking, invoicing at Through Rates to Stations on and beyond the Railways of the *Great Western Railway Company* to be agreed on or settled by Arbitration as herein-after provided, and, so far as reasonably practicable, Through Carriages and Waggon.

Facilities to be afforded by the *Great Western Railway Company* to the Company.

40. The Accommodation, Facilities, and Conveniences to be afforded, and the Terms, Conditions, Restrictions, and Limitations upon which the same shall be afforded, and any Question which may from Time to Time arise between the Company and the *Great Western Railway Company* in relation thereto, shall in case of Difference be settled by a single Arbitrator in accordance with the "Railway Companies Arbitration Act, 1859," which Arbitrator, if not agreed upon by the Two Companies, shall be an impartial and competent Person to be from Time to Time named for the Purpose by the Board of Trade on the Application of the Two Companies or either of them, and every Decision of the Arbitrator shall be binding on both Parties.

Provision for Arbitration.

41. In the event of the *Great Western Railway Company* being awarded Running Powers as herein-before referred to, such Powers shall not be used so as to interfere with the local Traffic of the Company, local Traffic being understood to mean Traffic which passes over the Line of the Company and those Portions of the *Great Western Railway* which lie between the Line of the Company and the Town and Docks at *Swansea*, but shall not include Traffic going to or from (*viâ Llansamlet*) any Works on the Railway of the *Great Western Railway Company* between the Junction at *Llansamlet* and *Swansea*.

Protecting local Traffic of Company.

42. The *Great Western Railway Company* shall, so soon as they shall have provided Facilities for Shipping at the North Docks, *Swansea*, from the Narrow Gauge, afford to the Company Facilities

Facilities for Company's Traffic at North Docks for



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to be afforded  
by the Great  
Western  
Company.

for the Transmission of Mineral Traffic to and from those Docks *via* the Eastern Depôt, and for Shipment of the same thereat at a Rate not exceeding Sixpence *per* Ton: Provided always, that the *Great Western Railway Company* shall, within Two Months after Receipt of Notice under the Common Seal of the Company requiring them so to do, provide and maintain such Accommodation and Facilities as may be necessary to permit of Shipping by means of Narrow Gauge Trucks at those Docks, and the Company shall (unless otherwise agreed) upon Demand pay to the *Great Western Railway Company* all Monies expended by them in providing such Accommodation and Facilities as aforesaid, the Amount of which in case of Dispute shall be settled by an Engineer to be appointed by the Board of Trade on the Application of either of the said Parties in dispute.

Company not  
to oppose  
Application  
by Swansea  
Canal Com-  
pany for  
Railway.

43. In the event of the Company of Proprietors of the *Swansea Canal* hereafter applying for Power to make a Railway from the Branch Railway by this Act authorized, and herein-before firstly described, at or near Two Miles One Furlong, as marked on the deposited Plans, of the last-mentioned Railway (being the Point marked (A) on a certain Plan initialed "H. R." and "J. J. J." and deposited with the Clerk of the Peace for the County of *Glamorgan*) to *Swansea*, with Branches and Communications to Works or Places situate on the Western Side of the River *Tawe*, the Company shall not oppose any Application or Proceeding for the Purpose of making such Railway Branches and Communications.

Traffic Facili-  
ties between  
Company  
and Swansea  
Canal Com-  
pany.

44. When and so soon as the intended Railway mentioned in the last preceding Section shall have been made and opened for public Traffic the Company shall provide and afford at or near the Point of Junction of that Railway with the said Railway by this Act authorized, or at such other Point as may be agreed upon between the Two Companies, all needful Accommodation, Facilities, and Conveniences for the Interchange of Traffic of every kind between them and the said Company of Proprietors of the *Swansea Canal*; and the Company shall from Time to Time afford and render all reasonable and proper Facilities and Services to and for any Traffic which, having passed over the Railway or any Part of the Railway of the said Company of Proprietors, shall be from Time to Time tendered to the Company, and they shall also afford similar Facilities to and for any Traffic from Time to Time passing over their Line of Railway, or any Part thereof, for the Purpose of being afterwards conveyed upon the Railway, or any Part of the Railway, of the said Company of Proprietors; and reciprocally the said Company of Proprietors shall provide, afford, and render the like Accommodation, Facilities, Conveniences, and Services to the Company for and in respect of like Traffic passing over the Railways of the Company, or any Part thereof, and brought  
to



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to the said Point of Junction for Conveyance along the Railway of the said Company of Proprietors.

45. All such Accommodation, Facilities, Conveniences, and Services respectively shall be afforded and given subject to such Rules and Regulations, Terms and Conditions, Restrictions and Limitations, as may from Time to Time be mutually agreed upon between the Company and the said Company of Proprietors, or as, failing Agreement, shall be settled by an Arbitrator to be appointed on the Application of either Company by the Board of Trade.

Traffic Facilities to be subject to Regulations.

46. And whereas under an Act of Parliament of the Thirty-fourth Year of the Reign of King *George* the Third, Cap. 109, relating to the *Swansea* Canal, certain Powers are reserved or given to the Company of Proprietors of the said Canal, and the Owners of any Manors or Estates or Lands containing any Mines, Seams, or Veins of Iron, Iron Ore, Rottenstone, Ironstone, Lead, Coal, Culm, Clay, or other Minerals, or any Quarries of Limestone, Slate, Tiles, or other Stones, and the Proprietors of any Iron Furnaces, Forges, or other Works, or the Renters, Lessees, or Occupiers of the same, or any or either of them, situate within certain Distances of the said Canal, and also to the Duke of *Beaufort*, or other Persons entitled to that Part of the said Canal which passes through the Fee of *Trewyddfa* respectively, to make Drains, Railways, Waggon Roads, and navigable Cuts to the Extent and in the Manner specified in the said Act in order to communicate with the said Canal: And whereas the Railways hereby authorized to be made may intervene between the said Canal and some of the Lands, Mines, or Works in respect of which such Powers are reserved or given as aforesaid: Therefore in the event of the Company of Proprietors of the said Canal, or other Persons lastly herein-before mentioned, or the Duke of *Beaufort*, or other Persons entitled to that Part of the said Canal which passes through the Fee of *Trewyddfa*, being desirous to make or procure to be made any such Drains, Railways, Waggon Roads, or navigable Cuts respectively to communicate with the *Swansea* Canal, the Company shall afford all requisite and proper Facilities for the Formation thereof respectively where necessary either over, under, across, or by the Side of the Railways hereby authorized to be made; and in the event of the Costs of making such Drains, Railways, Waggon Roads, or navigable Cuts respectively, under the Provisions of the said Canal Act, either under, over, or across, or by the Side of the said Railways, being increased by or in consequence of the Formation of the said Railways or Works connected therewith, then such increased Cost shall be defrayed by the Company; and if any Difference shall arise between the Company and any Person so desirous to make or procure to be made any such Drain, Railway, Waggon Road, or navigable Cut, or between the

Company to afford Facilities for Communication with *Swansea* Canal.



*The Swansea Vale Railway Act, 1867.*

Company and the said Company of Proprietors, or between the Company and the Duke of *Beaufort*, or such other Persons entitled as aforesaid, either as to the Mode of carrying the same over, under, across, or by the Side of the Railways, or as to the Place where the same should be so carried, or as to the Facilities to be afforded by the Company for the Purposes thereof, or as to the Use thereof at any Time thereafter by the Owners, Lessees, or Occupiers thereof, or other the Persons or Person entitled to such Use, such Difference shall be settled by Arbitration according to the Mode prescribed by "The Lands Clauses Consolidation Act, 1845."

Interest not  
to be paid on  
Calls paid up.

47. 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."

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

48. 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 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 Provi-  
sions of  
present and  
future  
General  
Acts.

49. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made 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.

50. 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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