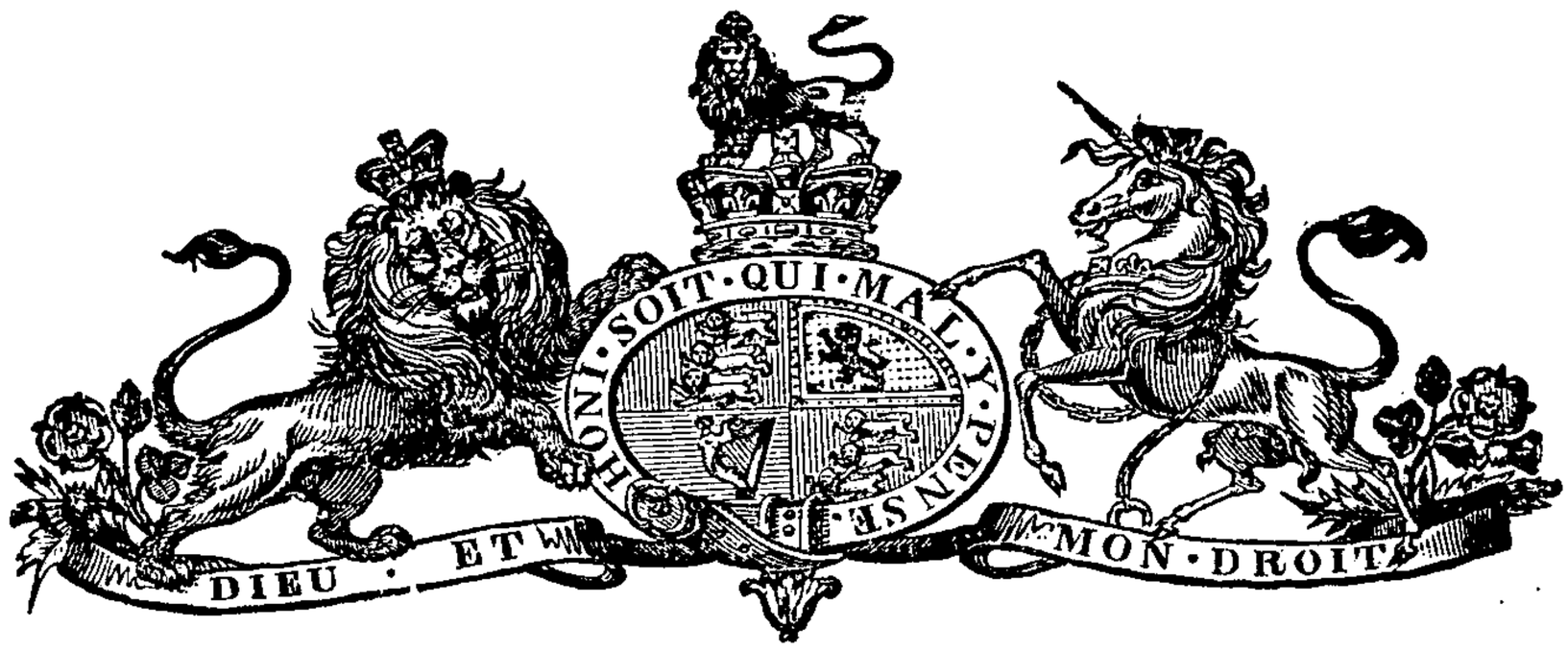


ANNO VICESIMO OCTAVO & VICESIMO NONO

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bourhood thereof, and in the Increase and Improvement of the Trade and Commerce thereof: And whereas the late Marquess being desirous at his own Expense to make and maintain a Ship Canal and a Wet Dock and Basin and other Works at *Cardiff* for the Benefit of the Trade and Commerce of the Town and Port and the Neighbourhood thereof, applied for and obtained the Act of the First Year of *William* the Fourth, Chapter 133 (Local), intituled *An Act for empowering the Marquis of* Bute *to make and maintain a Ship Canal commencing near the Mouth of the River* Taff *in the County of* Glamorgan, *and terminating near the Town of* Cardiff, *with other Works to communicate therewith*, (in this Act called "the Act of 1830,") and thereby the late Marquess, his Heirs or Assigns, or other the Owner or Owners for the Time being of the Lands and Grounds therein mentioned, were authorized to make and maintain a Ship Canal, to be called "the *Bute* Ship Canal," for the Navigation of Vessels, to commence at or near "the *Eastern Hollows*," at or near the Mouth of the River *Taff*, and to terminate in *Cardiff Moors*, near to the Town of *Cardiff*, and also to construct and maintain a Wet Dock or Basin at the Termination of the Ship Canal near the Town, with Piers, Sluices, Locks, Wharfs, Quays, Cranes, and other Works for Shipping, and Cuts, with Locks out of the Wet Dock or Basin into the *Glamorganshire* Canal, and to supply Water to the Dock and Works from the River *Taff* by a Watercourse (in this Act called "the Feeder"), and to construct and maintain a Weir across the River *Taff* at the Point where the Water should be taken therefrom, and to execute other Works, and to take Tonnage Rates and Wharfage Rates in respect of Vessels and Goods resorting to the Dock and Works, and where required (Section 71) to provide a Place for the deposit of Ballast within One hundred Yards from the Edge of the Water of the Ship Canal, Dock, or Basin without any Charge for the same: And whereas by the Act of the Fourth Year of *William* the Fourth, Chapter 19 (Local), intituled *An Act to alter, amend, and enlarge the Powers of an Act passed in the First Year of His present Majesty King* William *the Fourth, intituled An Act for empowering the Marquis of* Bute *to make and maintain a Ship Canal, commencing near the Mouth of the River* Taff *in the County of* Glamorgan, *and terminating near the Town of* Cardiff, *with other Works to communicate therewith*, (in this Act called "the Act of 1834,") an Alteration of the Line of the Feeder was authorized; and the late Marquess, his Heirs or Assigns, or other the Owner or Owners, were authorized to construct and maintain, at or near to the Southern End of the Wet Dock or Basin, a Scouring Basin with Cuts, as they should think fit: And whereas under the Powers of the Acts of 1830 and 1834 respectively the late Marquess made the Wet Dock or Basin thereby authorized, which is called "the *Bute* West Dock," with a Basin at the

11 G. 4. & 1 W. 4. c. cxxxiii.

4 & 5 W. 4. c. xix.

the Entrance thereto and a Scouring Basin near thereto, but he did not make or commence the making of the Ship Canal thereby authorized, save so far as Part thereof was made by him by dredging or excavating an Entrance Channel (in this Act called "the Entrance Channel") from the *Eastern Hollows* to the Entrance Basin of the *Bute* West Dock, and in or near to the authorized Line of the Ship Canal, and he buoyed the Entrance Channel: And whereas by an Indenture dated the 20th Day of *February* 1845, between the late Marquess of the one Part and the Honourable *Patrick James Herbert Crichton Stuart* (commonly called Lord *James Stuart*) and *Onesiphorus Tyndall Bruce* and *James Munro Macnabb* of the other Part, (and which Indenture is in this Act referred to as "the late Marquess Trust Deed,") the late Marquess conveyed all the Harbours, Docks, Lands, and Hereditaments specified in the First Schedule thereto, comprising the *Bute* West Dock and other the Works made by the late Marquess under the Acts of 1830 and 1834 respectively, and all his Lands (including Tidal Lands or Mud Lands) at and near to *Cardiff*, with the Appurtenances, unto Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, and their Heirs, upon the Trusts thereby declared thereof, being Trusts for the Management of the Trust Estates as therein expressed; and the late Marquess thereby declared and directed that the Trustees thereof should keep in good working Repair, and also in their Discretion enlarge, improve, and provide additional Wharfs, Docks, Works, Buildings, and other Accommodation in and about the Ship Canal called the *Bute* Ship Canal (meaning thereby the Entrance Channel), and the Wet Dock or Basin at the Termination of the Canal, and the Piers, Sluices, Locks, Wharfs, Quays, Cranes, and other necessary Works, Matters, and Things in and about the same, and which might be necessary towards the using and working of the Harbour at the Mouth of the Canal, and should superintend, manage, set, farm, let, and improve, and maintain and collect and receive the Rents, Issues, and Profits, Rates of Tonnage and other Rates, Wharfage Fines, and other Monies payable in respect of the Harbour, and of all other the Premises thereby conveyed, and also should carry on Negotiations and Legal Proceedings, and grant Leases as therein expressed: And the late Marquess thereby also directed that for all or any of those Purposes it should be lawful for Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb*, and the Survivor of them, and the Heirs of the Survivor and his Assigns, to make, to execute and perform, or cause to be made, done, executed, and performed all and every such Acts, Deeds, Matters, and Things in as full and ample a Manner as the late Marquess, or other the Owner or Owners of the Ship Canal, Harbour, Docks, and Appurtenances, or of any other of the Lands and Premises were authorized and empowered

to

to do or perform, under or by virtue of Acts of 1830 and 1834, or either of them, or under any other Instrument or Instruments, or otherwise howsoever, with Power to receive and give Receipts for the Rents, Issues, and Profits, and Produce of Sale of the Premises: And it was thereby provided, agreed, and declared that upon the Decease of the late Marquess the several Trusts, Powers, Provisoes, Declarations, and Agreements therein contained should utterly cease and determine, unless or to such Extent only as the late Marquess should by his last Will and Testament direct or appoint, and in that Event the Harbour Lands and Premises thereby conveyed, and all the Erections or Improvements which should have been then made or built thereon under the Powers aforesaid, should be held by the Trustees of the now reciting Indenture in trust only for the Heirs and Assigns of the late Marquess as if the now reciting Indenture had never been made: And whereas the late Marquess by his last Will and Testament in Writing, dated the 22nd Day of *July* 1847, after giving Annuities and making other Bequests, devised all his Estates and Hereditaments in the County of *Glamorgan* (except *Cardiff* Castle and *Cathays* Park) to the Use of *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, their Executors, Administrators, and Assigns, for the Term of One thousand five hundred Years, to be computed from his Decease without Impeachment of Waste (in this Act referred to as "the Trust Term"), upon the Trusts and subject to the Powers and Provisoes therein-after declared and contained of and concerning the same; and as to the excepted Castle and Park, and also as to the Hereditaments comprised in the Trust Term, subject thereto and to the Trusts thereof, to the Use of each Son of his Body during his natural Life, without Impeachment of Waste, with divers Remainders over in strict Settlement; and the Testator thereby declared that the Hereditaments therein-before limited to *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, their Executors, Administrators, and Assigns for the Trust Term were so limited to them upon Trust that *Onesiphorus Tyndall Bruce* and *James Munro Macnabb*, and the Survivor of them, and the Executors and Administrators of the Survivor, should, out of the Rents, Issues, and Profits of the Hereditaments comprised in the Trust Term, pay the several Annuities and other Sums therein expressed, and by mortgaging or otherwise disposing of the Hereditaments comprised in the Trust Term, or out of the Rents, Issues, and Profits thereof or otherwise, levy divers Sums thereby provided for, and pay over the same as he thereby directed; and the Testator thereby empowered the Trustees of the Trust Term from Time to Time, and at all Times during the Continuance of the Trusts thereof, to grant Leases of any Parts of the Hereditaments comprised therein, and generally to manage, improve, and superintend the same, and to deal and contract with the Owners of the adjoining or neighbouring Estates,

Estates, Railways, Canals, and Works on the same Terms and with the same Powers and Authorities as the Trustees of the late Marquess's Trust Deed were thereby authorized during his Life to grant Leases of the Hereditaments comprised in the Trust Term, and to manage, improve, and superintend the same, and to deal and contract with such Owners as aforesaid; and the Testator thereby empowered the Trustees of the Trust Term, by all or any of the Means aforesaid, to raise any further Monies beyond those already authorized to be raised, for the Discharge of all or any of the Powers lastly therein-before given, and for that Purpose to postpone, if necessary, the raising Money for the other Trusts of the Trust Term which might from Time to Time not have been discharged; and the Testator thereby declared that when the Trusts of the Trust Term should be fully performed or satisfied, or become unnecessary or incapable of taking effect, and the Trustees should be satisfied, the Expenses relating to the Trusts (and which Expenses they were thereby authorized to raise and retain), the Trust Term, without Prejudice to any Disposition of the Premises comprised therein, should cease; and the Testator thereby declared that the Acknowledgment in Writing of the Trustees or Trustee for the Time being of the Trust Term that the Trusts of that Term had been performed or satisfied, or become unnecessary or incapable of taking effect, should be sufficient and conclusive Evidence of the Cesser of the Trust Term under the Proviso in that Behalf therein-before contained; and the Testator thereby appointed Lord *James Stuart*, *Onesiphorus Tyndall Bruce*, and *James Munro Macnabb* Executors of his Will: And whereas the late Marquess died on the 18th Day of *March* 1848 without having revoked or altered his Will, leaving the Most Honourable *John Patrick Crichton Stuart*, the present Marquess of *Bute* and Earl of *Dumfries* (in this Act called "the present Marquess") "his only Child and Issue him surviving, then an Infant of tender Age:" And whereas the Trade at the *Bute* West Dock having Year by Year very largely increased, the Trustees of the Trust Term began in the Year 1852, and in the Year 1859 completed and opened for Traffic, on Land comprised in the Trust Term and lying to the Eastward of the *Bute* West Dock, a Dock called the *Bute* East Dock, with a Basin, Locks, and other Works connected therewith: And whereas, in order to meet the Requirements of the increasing Trade and Commerce of the Town and Port of *Cardiff*, the Trustees of the Trust Term also made, and in the Year 1856 opened for Traffic, on Land comprised in the Trust Term, a Tidal Harbour (in this Act called "the *Bute* Tidal Harbour"), Southward of the *Bute* East Dock, and they subsequently enlarged and improved a small Harbour called "the Steam Packet Harbour," also comprised in the Trust Term, near to the Entrance to the *Bute* West Dock, and they widened and further

dredged and deepened the Entrance Channel, and they dergded, widened, and deepened the River *Taff* Southward thereof: And whereas the Trustees of the Trust Term have maintained the Docks and Works so made, and from Time to Time have made Additions to and Improvements of the Works, and have thereby afforded great Facilities to, and materially aided the Increase of, the Trade and Commerce of the Town and Port of *Cardiff:* And whereas *John Boyle* and *Charles Stuart* are the present Trustees of the Trust Term, and they are in this Act referred to as "the present Trustees:" And whereas the present Marquess, who is now an Infant of the Age of Seventeen Years or thereabouts, is the present Tenant for Life in possession of the Estates comprised in the Trust Term, but subject to the Trust Term and the Trusts thereof: And whereas the present Trustees are willing, and it is expedient, that the Docks and Works be managed, regulated, and used in accordance with the General Acts of Parliament applicable in that Behalf, and not partly as an Undertaking with Parliamentary Sanction under the Acts of 1830 and 1834 respectively, and partly as an Undertaking without Parliamentary Sanction: And whereas it is expedient that the Acts of 1830 and 1834 be repealed, but that such of the Provisions thereof respectively as are set forth in the First Schedule to this Act annexed be continued in force: And whereas it is expedient that Provision be made with respect to the Appropriation for Companies or Persons using the Docks and Works of Parts thereof: And whereas it is expedient that Agreements with the *Rhymney* Railway Company (in this Act called "the *Rhymney* Company"), the *Taff Vale* Railway Company (in this Act called "the *Taff Vale* Company"), the *Great Western* Railway Company (in this Act called "the *Great Western* Company"), the *London and North-western* Railway Company (in this Act called "the *North-western* Company"), and the *Brecon and Merthyr Tydvil Junction* Railway Company (in this Act called "the *Brecon* Company"), with respect to the affording of better Facilities for the Passage over their respective Railways of Traffic to and from the Docks and Works, and with respect to Tolls, Fares, Rates, and Charges for the Traffic, be authorized: And whereas so much Ballast has been and is brought by Vessels to and discharged at the *Bute* Docks at *Cardiff*, that the Places which for the Purposes of Section 71 of the Act of 1830 were provided for the Deposit of Ballast have long since been filled up and rendered unfit for the Deposit thereof, and the Trustees of the Trust Term have found it requisite to provide other Places for the Deposit thereof: And whereas it is expedient that other Provisions be made with respect to Ballast brought to and discharged at *Cardiff*, and the Deposit thereof: And whereas it is expedient that further Provisions with respect to the Docks and Works be made: And whereas the Objects of this Act cannot be attained without

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 aforesaid; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Bute* Docks Act, 1865."

8 & 9 Vict. cc. 18. & 20., 10 & 11 Vict. c. 27., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Harbours, Docks, and Piers Clauses Act, 1847," and Section 17 of "The Railways Clauses Consolidation Act, 1845," (relating to Works below High-water Mark,) and the Provisions 86 to 106, both inclusive, of such last-mentioned Act, with respect to the carrying of Passengers and Goods upon the Railway, and the Tolls to be taken thereon, and Sections from 13 to 19, both inclusive, of "The Railways Clauses Act, 1863," relating to Protection of Navigation, and the several Provisions of Part 3 of the last-mentioned Act with respect to Working and Traffic Arrangements (save so far as any of the Sections and Provisions of those Acts respectively are expressly excepted or varied by this Act), are incorporated with and form Part of this Act: Provided that Sections 23 and 25 and 26 and 29, so far as relates to the Vessels comprised in the 1st, 2nd, 3rd, 4th, and 6th Classes in the 2nd Schedule to this Act annexed, and Section 50 of "The Harbours, Docks, and Piers Clauses Act, 1847," are not incorporated with this Act; and the following Provisions of that Act shall not come into operation as Parts of this Act unless, until, and except only so far as the Board of Trade from Time to Time so require, (that is to say,) the Provisions of that Act "with respect to Life Boats" and "with respect to keeping a Tide and Weather Gauge."

Interpretation of Terms.

3. The Expression "the Undertakers" in this Act during the Continuance of the Trust Term means and includes *John Boyle* and *Charles Stuart* (the present Trustees thereof) and the Survivor of them, and other the Persons and Person who from Time to Time is and are the Trustees and Trustee of the Trust Term, and from and after the Determination of the Trust Term means and includes the Person and Persons who from Time to Time are and is under the Limitations of the Will of the late Marquess entitled in possession to the Rents, Issues, and Profits of the Docks and Works forming Parts of the Estates of the late Marquess, and to which this Act relates, and the Term Company in the Acts incorporated wholly or in part with this Act shall be held to mean the Undertakers:

The Expression "Ballast Lighter" means any Lighter, Barge, Boat, or other Vessel used for receiving or conveying Ballast or Rubbish:

The Word "Ballast" includes Stone, Gravel, Sand, Clay, Earth, Soil, and other Materials and Substances used as Ballast:

The Word "Rubbish" includes Ballast, Wreck, Ashes, Mud, Filth, and other Waste Materials and Substances:

The Expression "Dock-master" includes Harbour-master and Pier-master, and the Deputies and Assistants of Dock-masters, Harbour-masters, and Pier-masters respectively:

The Expression "Graving Docks" means and includes Graving Docks, Patent and other Slips, Gridirons, Saucers, and other Works for like Purposes.

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

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; provided that the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act 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, and the Words "Dock" and "Docks" respectively include, for the Purposes of this Act, Docks of all Kinds, whether Wet Docks, Tidal Docks, Graving Docks, Basins, Harbours, or other Works for the Reception of Vessels.

Commencement of Act.

5. This Act shall commence and have Effect on and after the Third *Wednesday* next after the passing thereof.

Limits of Act.

6. The Limits of this Act are the Parishes of *Saint John the Baptist* and *Saint Mary*, *Cardiff*, and the Parish of *Landaff*, all in the County of *Glamorgan*.

Act to apply to present Docks and Works of Undertakers.

7. The several Powers and Provisions of this Act with respect to the Docks and Works, and to the Undertakers and other Persons in relation thereto, shall extend and apply to the present Docks and Works of the Undertakers, within the Parishes of *Saint John the Baptist* and *Saint Mary*, *Cardiff*, and *Landaff* respectively, and whether made under the Authority of any Act of Parliament or otherwise, and to the Undertakers and other Persons in relation thereto; and the Undertakers shall within One Calendar Month from the passing of this Act apply to the Board of Trade for the Appointment of a competent and independent Engineer to make, at the Expense of the Undertakers, a Plan of the present existing Works

of

of the Undertakers and Plans and Sections of the *Bute* East and West Docks, which Plans and Sections shall be deposited as herein mentioned within Seven Calendar Months from the passing of this Act; and if the Undertakers make wilful Default in the Deposit of such Plans and Sections, they shall forfeit the Sum of Fifty Pounds for every Day during which such Default shall be continued; and such Plans and Sections shall be deposited with the Clerk of the Peace for the County of *Glamorgan*, who is hereby required to receive the same, and such Deposit shall be deemed to have been made in pursuance of an Act passed in the First Year of the Reign of Her present Majesty, intituled *An Act to compel Clerks of the Peace for Counties and other Persons to take the Custody of such Documents as shall be directed to be deposited with them under the Standing Orders of either House of Parliament*, and the several Provisions of that Act (except so far as the same shall be inconsistent with this Act) shall form Part of this Act.

7 W. 4. & 1 Vict. c. 83.

8. On the Commencement of this Act, but subject to the Provisions thereof, the recited Acts of 1830 and 1834 respectively are by this Act repealed.

Recited Acts repealed.

9. Notwithstanding such Repeal, the Tonnage Rate or Duty by the 69th Section of the Act of 1830 authorized to be levied shall continue to be payable and to be paid by the Owners or Masters who but for the Repeal of that Section would have been liable to pay the same under that Section, but shall henceforth be payable and paid by them directly to the Company of Proprietors of the *Glamorganshire* Canal Navigation, instead of through the Hands of the Heirs or Assigns of the late Marquess, or other the Owner or Owners in that Section mentioned, and the said Company of Proprietors may demand and collect such Tonnage Rate accordingly, and shall have such and the same Remedies for recovering the same as the said Heirs or Assigns, Owner or Owners, would have had if the recited Act were not repealed.

Reserving certain Tonnage Rates or Duties to the Glamorganshire Canal Company.

10. Notwithstanding such Repeal of the recited Acts, the several Sections and Parts of Sections of those Acts respectively which are set forth in the First Schedule to this Act annexed shall, so far as the same respectively are at the Commencement of this Act in force, remain in full Force, but subject and without Prejudice to the several Powers and Provisions of this Act, and nothing in this Act shall alter or interpret or otherwise affect the Meaning of those scheduled Sections and Parts of Sections, or any of them, save as is expressed in that Schedule, and save also that on and after the Commencement of this Act all Words and Expressions in those scheduled Sections and

Saving Sections of those Acts set forth in First Schedule to Act.

Parts of Sections respectively relating to the late Marquess, his Heirs and Assigns, apply to and mean the Undertakers: Provided that nothing in those scheduled Sections and Parts of Sections respectively shall prevent full Effect being given to the several Powers and Provisions of this Act.

Lands, &c. under recited Acts Parts of late Marquess's Estates to continue Parts thereof.

11. Notwithstanding the Repeal of the recited Acts, all Lands, Docks, Works, and Property whatsoever which immediately before the Commencement of this Act were by virtue of or under the recited Acts, or either of them, Parts of the Estates of the late Marquess, shall continue to be Parts of those Estates and comprised in the Trust Term, and subject to the Trusts thereof, and to the Limitations, Powers, and Provisions of the late Marquess Will.

Provision of other Acts applied to the Undertakers.

12. Notwithstanding the Repeal of the recited Acts, all the Provisions of any and every Act of Parliament other than the recited Acts which, if the Repeal had not happened, would from Time to Time relate to the Heirs or Assigns of the late Marquess, or the Trustees of the Trust Term and their Officers and Servants respectively, shall apply to the Undertakers and their Officers and Servants, and may be exercised, enforced, and enjoyed by and against them respectively in as full and beneficial a Manner, to all Intents and Purposes, as in case this Act were not passed the same respectively might be exercised, enforced, and enjoyed by and against the Heirs or Assigns of the late Marquess, or the Trustees of the Trust Term, and their Officers and Servants respectively.

General Saving of Rights under recited Acts.

13. Notwithstanding the Repeal of the said Acts, and except only as is by this Act otherwise provided, everything before the Commencement of this Act done, suffered, and confirmed respectively under or by the recited Acts, or either of them, and every Right by those Acts or either of them saved, shall be as valid as if the Repeal had not happened, and the Repeal of the recited Acts and the Operation of this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed, and all Rights so saved respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Repeal had not happened, would be incident to or consequent on everything so done, suffered, and confirmed, and all Rights so saved respectively, and with respect to all Things so done, suffered, and confirmed, and all Rights so saved respectively, and all such Rights, Liabilities, Claims, and Demands the Undertakers shall, to all Intents, represent the late Marquess, his Heirs or Assigns, and the Trustees of the Trust Term respectively: Provided that the Generality of this Provision shall not be restricted by any of the other Sections and Provisions of this Act.

14. Not-

Conveyances, &c. preserved.

14. Notwithstanding the Repeal of the said recited Acts, all Purchases, Sales, Conveyances, Mortgages, Bonds, Deeds, Securities, and Contracts before the Commencement of this Act made under either of the recited Acts relating to the Marquess, his Heirs or Assigns, or the Trustees of the Trust Term, or with respect to the Purposes of the recited Acts, shall be as effectual, to all Intents and Purposes, for, against, and with respect to the Undertakers as if the same had been made or executed by, to, or with respect to the Undertakers instead of any other Person, and may be proceeded on and enforced by and against the Undertakers in like Manner, to all Intents and Purposes, as if the Undertakers had been party or privy thereto, or referred to therein, instead of the Person actually party or privy thereto, or referred to therein.

Actions not to abate.

15. Notwithstanding the Repeal of the recited Acts, any Action, Suit, Prosecution, or other Proceeding commenced either by or against any of the Trustees of the Trust Term before the Commencement of this Act shall not abate or be discontinued or prejudicially affected by this Act, but shall continue and take effect both in favour of and against the Undertakers in like Manner, to all Intents and Purposes as, if the Repeal had not happened, the same respectively might continue and take effect in favour of or against any of the Trustees of the Trust Term, save only that when necessary the Undertakers shall be substituted therein for the Trustees Party thereto.

Debts to be paid.

16. Notwithstanding the Repeal of the recited Acts, all Persons who immediately before the Commencement of this Act owed any Money to any of the Trustees of the Trust Term, or to any Persons on their Behalf, shall pay the same with all Interest (if any) due and payable or accruing for the same, to the Undertakers, and all Monies which immediately before the Commencement of this Act were owing by or recoverable from any of the Trustees of the Trust Term, or for the Payment of which they were or but for this Act would be liable, shall be paid with all Interest, if any, due and payable or accruing for the same by, or be recoverable from, the Undertakers.

Tolls, &c. to be paid.

17. Notwithstanding the Repeal of the said recited Acts, all Tolls, Rates, Dues, Duties, and Charges which immediately before the Commencement of this Act were due or payable or accruing to any of the Trustees of the Trust Term, shall be payable and paid to, and may be collected and recovered by, the Undertakers in like Manner as any Tolls, Rates, Dues, Duties, and Charges under this Act.

18. Not-

Regulations, &c. continued.

18. Notwithstanding the Repeal of the said recited Acts, all Orders, Rules, and Regulations of the Marquess, his Heirs or Assigns, or any of the Trustees of the Trust Term, which immediately before the Commencement of this Act were binding on the present Trustees, or their Officers or Servants, or any of them, or any Persons resorting to the Docks and Works, or any Parts thereof, shall continue in full Force and be in like Manner and to the like Extent binding on the Undertakers and their Officers and Servants and other Persons accordingly.

Books, &c. continued Evidence.

19. Notwithstanding the Repeal of the recited Acts, all Documents, Books, and Writings kept for any of the Purposes of the recited Acts, and which if the Repeal had not happened would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity or elsewhere accordingly.

Officers continued.

20. Notwithstanding the Repeal of the recited Acts, every Officer and Servant of the present Trustees appointed by virtue of or acting under either of the recited Acts, and immediately before the Commencement of this Act in their Service or Employment, shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Undertakers, until he be removed from the Office or Employment, and shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Regulations, Pains, and Penalties as if he were appointed under this Act.

Undertakers to maintain and manage under Act the present Docks and Works.

21. From and after the Commencement of this Act, but subject to the Provisions of this Act and of the Acts wholly or partially incorporated herewith, and the Provisions of the Sections and Parts of Sections of the Acts of 1830 and 1834 respectively which are set forth in the First Schedule to this Act annexed respectively, the Undertakers may maintain, manage, regulate, work, and use the Entrance Channel and the *Bute* West Dock and the Entrance Basin thereof, and the *Bute* East Dock and the Entrance Basin thereof, and the Steam Packet Harbour, and the *Bute* Tidal Harbour and the Breakwater thereof, and the Cut between the *Bute* West Dock and the *Glamorganshire* Canal, and the Junction Canal between the *Bute* West Dock and the *Bute* East Dock, and the Gridiron, Landing Places, Stages, Slips, Staiths, Quays, Wharfs, Bridges, Locks, Lights, Buoys, Moorings, Dolphins, Railways, Tramways, Sidings, Cranes, Signals, Yards, Embankments, Reservoirs, Waters, Watercourses, Drains, Warehouses, Sheds, Buildings, Erections, Works, Conveniences, and other Property immediately before the Commencement of this Act comprised in the Trust Term, or belonging to the present

present Trustees as Trustees of the Trust Term, and situate in the several Parishes of *Saint John the Baptist* and *Saint Mary*, *Cardiff*, and *Landaff*, all in the County of *Glamorgan*, and make, maintain, regulate, work, and use such Alterations, Enlargements, and Improvements of the same respectively as they from Time to Time think proper.

Powers of Undertakers as to Works under Act and otherwise cumulative.

22. The several Powers and Authorities by this Act conferred on the Undertakers with respect to the Docks and Works shall be in addition to their Rights, Powers, and Authorities irrespective of this Act with respect to the Docks and Works, and those several Powers and Authorities shall accordingly be cumulative.

Docks, &c. to be Part of Port of Cardiff.

23. The Docks and Works of the Undertakers maintained under the Authority of this Act, and the Lands from Time to Time vested in the Undertakers, and used for the Purposes of the Docks and Works, shall be deemed to be within and Part of the Customs Port of *Cardiff*.

Public Wharf at Bute West Dock.

24. The Undertakers shall appropriate a Part or Parts of the Margin of the *Bute* West Dock of the Length or aggregate Length of Five hundred Feet at the least, and of the Width of Twenty-five Feet at the least, as and for One or more public Wharf or public Wharfs for the landing or loading of Goods from or on board the Vessels using that Dock.

Public Wharf at Bute East Dock.

25. The Undertakers shall appropriate a Part or Parts of the Margin of the *Bute* East Dock of the Length or aggregate Length of Five hundred Feet at the least, and of the Width of One hundred Feet at the least for not less than Four hundred Feet of the Length or aggregate Length, and of the Width of Fifty Feet at least for not more than One hundred Feet of the Length or aggregate Length, as and for One or more public Wharf or public Wharfs for the landing or loading of Goods from or on board the Vessels using that Dock.

Change of Situation of public Wharfs.

26. The Undertakers from Time to Time, as occasion reasonably requires, may change the Situation of any of the public Wharfs, but not so as to reduce the Length or aggregate Length or the Width of the public Wharfs so provided at those Docks below the Length or Width by this Act in that Behalf prescribed.

Cranes, &c. at and Access to public Wharfs.

27. The Undertakers shall provide and maintain, at every public Wharf from Time to Time provided by them, Cranes and other Conveniences proper and sufficient for facilitating the landing and loading of Goods thereat, and shall lay out and maintain a convenient

Means of Access to the respective public Wharfs from the public Highway.

Power for Undertakers to appropriate Part of Docks, &c. for special Purposes.

28. If and when the Undertakers think fit, they may for such Time, or from Time to Time, as they think fit, appropriate any Part of their Docks and Works for the Accommodation of any particular Trade at the Port of *Cardiff*, and from Time to Time, as they think fit, may increase, lessen, or alter the Accommodation so provided, and the Premises so from Time to Time appropriated shall during the Time in that Behalf prescribed by the Undertakers be used only for the Purposes of the particular Trade accordingly: Provided that such Appropriation shall not interfere with the Passage of Vessels to or from the Wharfs and Shipping Places of any Railway or other Company, or of the convenient User of such Wharfs and Shipping Places by those Companies, or by Ships and Vessels resorting thereto.

Notice of Appropriation.

29. When the Undertakers make any such Appropriation for any particular Trade of the Port, they shall, by Advertisement and by Placards posted at public Places at or near to the Docks and Works, notify the Appropriation and the Provisions of this Act relating thereto; and after the Expiration of One Month after the Time of the Notification the particular Trade at the Port from Time to Time resorting to the Docks and Works shall not, without in every Case the previous Consent in Writing of the Undertakers, be carried on at or in any Part of the Docks and Works, save at or in the Part thereof so appropriated.

Provision when Accommodation appropriated insufficient.

30. Provided, That if and whenever the Accommodation so appropriated by the Undertakers for the particular Trade is insufficient for the Accommodation of the whole of the particular Trade at the Port resorting to the Docks and Works, then, unless and until the Undertakers provide other and sufficient Accommodation for the particular Trade, it may, so far as is requisite, be carried on at any other proper Parts of the Docks and Works.

Undertakers to provide Places for Deposit of Ballast and to deposit it there.

31. The Undertakers from Time to Time after the Commencement of this Act shall provide Places proper and sufficient for the deposit thereon of Ballast discharged from Vessels resorting to the Docks or Works, and shall, when thereunto required by the Owner or Master of any Vessel there, discharge the Ballast therefrom and convey it to and deposit it at a Place of Deposit so provided: Provided that such Places shall not be situate below the Line of High Water ordinary Spring Tides in the *Bristol* Channel.

32. Nothing

Saving Rights of Taff Vale Railway Company and of all Parties under Decree of Master of Rolls, dated Aug. 2, 1858.

32. Nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights of the *Taff Vale* Railway Company and the Undertakers, under or by virtue of a Decree or Order of the Master of the Rolls, bearing Date the Second Day of *August* One thousand eight hundred and fifty-eight, a Copy of which Decree or Order is set forth in the Sixth Schedule to this Act annexed, and notwithstanding the passing of this Act that Decree or Order shall, after the passing of this Act, have the same Force and Effect as to all Parties thereto as if this Act had not been passed.

Penalty for casting Ballast within Part of Port of Cardiff.

33. If and whenever any Person, under any Pretence whatsoever, casts or unloads any Ballast or Rubbish within the Limits of the Port of *Cardiff*, every Person so offending shall for every such Offence forfeit not exceeding Twenty Pounds.

Byelaws as to Ballast.

34. The Undertakers from Time to Time may make, alter, and repeal such Byelaws as they think fit for regulating the Removal and Disposal within the Port of *Cardiff* of all Ballast brought by Vessels entering the Docks and Works, and for regulating the Supply of Ballast to Vessels, so as to prevent Ballast being thrown or allowed to fall into any of the Docks and Works.

Ballast to be brought to Sides of Vessels and thrown in.

35. All Ballast supplied to any Vessel in the Port of *Cardiff*, unless the Vessel be lying at any Jetty or Wharf or Quay, shall be brought in a proper and sufficient Ballast Lighter to the Side of the Vessel, and thence immediately thrown into the Vessel by the Crew or other Persons, and every Person offending against this Enactment shall for every such Offence forfeit not exceeding Five Pounds.

Penalty for delaying Ballast Lighters, Carts, &c.

36. If the Master or Crew of any Vessel neglect, so as to occasion any unnecessary Delay therein, to take in or cast out the Ballast or Rubbish of or for the Vessel from or to any Cart, Waggon, Truck, or other Apparatus, Vehicle, or Ballast Lighter employed to receive or supply Ballast or Rubbish from or to the Vessel, the Master of the Vessel shall for every such Offence forfeit not exceeding Five Shillings for every Hour during which the Cart, Waggon, Truck, or other Apparatus, Vehicle, or Ballast Lighter is by or in consequence of the Neglect so delayed.

Penalty on Masters of Lighters improperly discharging or taking up Ballast or Rubbish.

37. If any Master of any Ballast Lighter employed to receive or take Ballast or Rubbish from any Vessel, or to remove or discharge any Ballast or Rubbish, or to take up or dredge for Ballast or Rubbish within the Port of *Cardiff*, discharge or deposit the Ballast or Rubbish at or take any Ballast or Rubbish in or from any Part of the Port, every such Master shall for every such Offence forfeit not exceeding Five Pounds.

38. If

Penalty for casting Ballast or Rubbish without a Port Sail.

38. If any Person cast or unload into or out of any Vessel in the Port of *Cardiff*, or if any Person having the Command of any Vessel in the Port knowingly permit to be cast or unloaded into or out of the same, any Ballast or Rubbish, and have not a Wooden Stage or Port Sail sufficiently large and properly fastened (during the whole Time of the casting or unloading) from the Vessel into or out of which the Ballast or Rubbish is to be cast or unloaded to the upper Edge or the highest Part of the Wharf or Quay, or to the other Vessel into, from, or upon which the Ballast or Rubbish is to be cast or unloaded, and so as to prevent any of the Ballast or Rubbish from falling into the Port, every such Person so offending shall for every such Offence forfeit not exceeding Forty Shillings for the First Offence, and not exceeding Five Pounds for every subsequent like Offence.

Occupiers of Wharfs not to allow Ballast to remain near Edge of Wharf.

39. If any Owner, Tenant, or Occupier of any Wharf or Quay within the Port of *Cardiff* permit any Ballast or Rubbish cast or placed thereon, after it is cast or placed thereon, and the Apparatus used in casting or placing is removed, to be or to remain on and within Five Yards of the Edge of the Wharf or Quay, every such Person so offending shall for every such Offence forfeit not exceeding Forty Shillings.

Penalty on placing Ballast too near Water in Docks, &c.

40. If any Owner, Tenant, or Occupier of any Beach or other Land within the Port of *Cardiff*, and adjoining to any Dock, Basin, Harbour, Cut, Entrance, or other like Work of the Undertakers, without their previous Consent in Writing, lay or place any Ballast or Rubbish upon the Beach or Land within Five Yards of High-water Mark, or permit any Ballast or Rubbish to be cast or placed in any Watercourse there, or so near to the Watercourse as that the Ballast or Rubbish, or any Part thereof, is or may be washed into the Work to the Prejudice thereof, every Person so offending shall for every such Offence forfeit not exceeding Forty Shillings.

Undertakers may remove Ballast at Expense of Owners, &c.

41. If any Owner, Tenant, or Occupier of any Wharf, Quay, Beach, or other Land adjoining to any Dock, Basin, Harbour, Cut, Entrance, or other like Work of the Undertakers, whereon any Ballast or Rubbish is cast or placed contrary to the Provisions of this Act, fail to remove the same from the Wharf, Quay, Beach, or other Land within Twenty-four Hours after Notice in Writing from the Undertakers to remove the same, the Undertakers may remove all or any Part of the Ballast or Rubbish to such Places as the Undertakers think fit, and the Charges of removing the same shall, in addition to any Penalty by this Act imposed on the respective Owner, Tenant, or Occupier, be paid by him, and if not paid on Demand shall be recoverable with Costs as a Penalty is under this Act recoverable.

42. For

Goods of a dangerous Nature sent to the Docks to be marked, &c.

42. For better preventing Accidents which might happen at the Docks and Works from the unsafe or improper landing, shipping, depositing, or keeping of Goods thereat, every Person who sends or brings, or causes to be sent or brought, to the Docks and Works for landing, shipping, or depositing thereat any Aquafortis, Oil of Vitriol, or other Goods of dangerous Quality, shall distinctly denote the Nature of the Goods on the Outside of the Box, Case, Cask, Bale, Carboy, or other Package containing the same, and shall also, at or shortly before the Arrival of the Goods at the Docks and Works, give Notice of the Quality thereof to the Dock-master, and also, if the Goods are to be warehoused, to the Superintendent of the Warehouses, and every Person offending against this Enactment shall for every such Offence forfeit not exceeding Fifty Pounds.

Combustible Articles on Quays, &c. to be removed.

43. If any Tar, Pitch, Resin, Spirituous Liquors, Turpentine, Oil, or other combustible Articles, being on any Wharf, Quay, Pier, or other Work, or on the Deck of any Vessel at the Docks and Works, be not removed to a Place of Safety within Two Hours after Notice in Writing, signed by the Dock-master or the Superintendent of Warehouses, is served on the Owner or Person having Charge of the Articles, or if on the Deck of a Vessel is served on the Master thereof, every such Owner, Person, or Master shall, for every Hour after the Expiration of Two Hours from the Service of the Notice, during all or any Part exceeding Five Minutes of which the Articles or any of them remain unremoved to a Place of Safety, forfeit not exceeding Thirty Pounds.

If not removed Undertakers may remove them and recover Expenses by Sale.

44. Where the Owner or Person in charge or Master is not known, or is absent, or if from any other Cause the Notice cannot be served, or if after the Service of the Notice the Articles be not duly removed, the Dock-master, if he think fit, may, at the Expense of the Owner or Master, remove all or any of the Articles to a Place of Safety; and if the Expenses of the Removal be not paid to the Undertakers by the Owner or Master within Three Days after Demand thereof, the Undertakers may sell the Articles, or Part thereof, and thereout repay to themselves the Expenses, rendering the Surplus, if any, of the Proceeds of the Sale, and the unsold Articles, if any, on Demand to the Person appearing to them to be entitled thereto.

Combustible Goods on Quays to be guarded during Night.

45. Where any such combustible Articles remain on any Wharf, Quay, Pier, or other Work, or on the Deck of any Vessel, at the Docks and Works after Daylight, the Owner or Person having Charge of the Articles, or if on the Deck of any Vessel the Master thereof, shall sufficiently watch and guard the same from One Hour before

Sunset to One Hour after Sunrise, during every Night while the Articles or any Part thereof so remain, and if the Owner, Person, or Master fail so to do, every such Person so offending shall for every such Offence forfeit not exceeding Twenty Pounds.

Dock-master may remove combustible Goods not guarded.

46. Where any such combustible Articles so remain not so watched and guarded, the Dock-master, if he think fit, may, at the Expense of the Owner or Master, cause watch and guard the Articles at Night, and the Expense thereby incurred, if not paid by the Owner or Master within Three Days after Demand thereof, may be recovered by the Undertakers by Sale of the Articles, or Part thereof, as in case of a Removal of the Articles to a Place of Safety.

Penalty for bringing Gunpowder into Dock, &c.

47. No Person shall bring any Gunpowder into the Docks or Works, or into any Vessel lying thereat, nor shall any Vessel having Gunpowder on board thereof be brought or lie within the Port of *Cardiff*, unless driven in by Stress of Weather; and if any Person bring, or cause or permit to be brought, any Gunpowder into the Docks or Works, or into any Vessel lying thereat, or within the Port, and if the Master of any Vessel having Gunpowder on board bring or permit such Gunpowder to be brought or to remain at the Docks or Works, or within the Port, every Person so offending shall for every such Offence forfeit not exceeding Five hundred Pounds, and the Dock-master may destroy any Gunpowder with respect to which any such Offence is committed.

Vessels in Her Majesty's Service exempted.

48. The Restrictions of this Act with respect to Gunpowder do not extend to any of Her Majesty's Ships of War, or other Vessels belonging to or in the Service of Her Majesty; but if any Person claim and take, or attempt to take, the Benefit of this Exemption without being entitled thereto, every Person so offending shall for every such Offence forfeit not exceeding Fifty Pounds.

Payment of Expenses not to free from Penalty.

49. The Payment of any Expenses to which any Person is liable under this Act shall not free him or any other Person from any Penalty incurred by him under this Act.

Power to Undertakers to make Byelaws as to Docks, &c.

50. In addition to the Byelaws which under the Provisions with respect to the Byelaws to be made by the Undertakers of "The Harbours, Docks, and Piers Clauses Act, 1847," the Undertakers may make, alter, and repeal, they from Time to Time may make, alter, and repeal such Byelaws as they think fit, for all or any of the following Purposes; (that is to say,)

(A.) For preventing any Part of the Docks and Works legally appropriated by the Undertakers for any particular Trade, Business, or Purpose, being used for any other Purpose, so as to prevent, hinder, or interfere with the User thereof for which it is so appropriated:

(B.) For regulating the Times and Manner of paying and the Places for paying the Tolls, Rates, Dues, Rents, and Charges payable to the Undertakers under the Authority of this Act:

(C.) For preventing the exhibiting or placing in or at any of the Docks and Works of any Goods for Sale other than such Goods as the Undertakers as they think fit from Time to Time permit to be sold there:

(D.) For preventing Persons from playing or loitering about at the Docks or Works to the Obstruction of any Business there, or to the Damage or Risk of any of the Goods there:

(E.) For regulating the discharging, depositing, and measuring of Ballast at and in and from the Docks and Works:

(F.) For insuring that the Hatchways of Vessels laden with Coal shall be kept open while the Vessels are within the Docks or Works, or within One hundred Yards from any Part of the Docks and Works:

(G.) For the Regulation and good Government of the Trade carried on within the Docks and Works:

(H.) For the Regulation and good Government of the Shipping within the Docks and Works:

(I.) For the Regulation and good Government of the Traffic within the Docks and Works, and upon and at the Railways, Piers, Roads, Bridges, and other Works and Conveniences of the Undertakers:

(K.) For the Safety and Protection of the Docks and Works of the Undertakers.

Allowance of Publication, &c. of Bye-laws.

51. The Byelaws from Time to Time made by the Undertakers under this Act, except Byelaws relating solely to the Undertakers, or their Officers or Servants, shall be subject to the Provisions in that Behalf of "The Harbours, Docks, and Piers Clauses Act, 1847."

Power to Constables to go on board Vessels.

52. Every Constable on Duty at any of the Docks and Works, having just Cause to suspect that any Felony has been or is about to be committed on board any Vessel at the Docks or Works, or elsewhere within the Port of *Cardiff*, may, without other Warrant than this Act, and with such Assistance as he thinks requisite, enter at all Times, as well by Night as by Day, into or upon every such Vessel and search the same, and take all Measures requisite for the Detection or effectual Prevention of all Felonies which he has just Cause to suspect have been

been or are about to be committed, and apprehend and detain, at a convenient Place provided by the Undertakers at the Docks and Works, all Persons suspected to be concerned in the Felonies, and all Property suspected to be feloniously stolen, and produce the same before some Justice.

For preventing Obstructions on Quays, &c.

53. No Goods or Things shall be permitted to remain upon any of the Ways or Works of the Undertakers, or any of their Wharfs or Quays, or Lands adjoining or near to any of their Docks, whereby an Obstruction to the proper working of any of their Docks or Works shall be caused, but should any Obstruction be so caused, the Undertakers may remove the Goods or Things causing the Obstruction, and detain the same until the Expenses of the Removal and Detention be paid; and if the Expenses be not paid by the Owner of the Goods or Things within Three Days after Demand thereof, or if the Owner cannot be found, the Undertakers may sell the Goods or Things and pay themselves the Expenses of the Removal, Detention, and Sale, rendering on Demand the Surplus (if any) of the Proceeds of Sale, and the unsold Goods or Things (if any) to the Person appearing to them to be entitled thereto.

Power to Undertakers to wall in Docks and Works.

54. The Undertakers from Time to Time may wall in or otherwise enclose, in such Manner as they think fit, all or any of the Docks and Works, provided that the Undertakers, subject to and in accordance with their reasonable Regulations in that Behalf from Time to Time in force, shall afford to Merchants and others entitled to or having charge of any Goods deposited at the Docks or Works all proper and sufficient Access thereto.

Undertakers may appoint Dock-masters.

55. The Undertakers from Time to Time may appoint such Dock-masters, Harbour-masters, and Pier-masters, and their respective Deputies and Assistants, and appoint and license such Persons to be Meters and Weighers at the Docks and Works, and from Time to Time remove them respectively and appoint others in their Place, as the Undertakers think fit.

Limits of Dock-masters authority.

56. For the Purposes of the Provisions incorporated with this Act of "The Harbours, Docks, and Piers Clauses Act, 1847," the prescribed Limits within which the Powers and Authorities of Dock-masters, Harbour-masters, and Pier-masters, from Time to Time appointed by the Undertakers, may be exercised by them respectively, and their respective Deputies and Assistants, are the present Docks and Works of the Undertakers, and all Places within Two hundred Yards from the Centre of the Entrance to any and every present Dock, Basin, Harbour, Cut, and Channel of the Undertakers, and

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Three hundred Yards from any and every Part of any present Pier, Jetty, or Landing Place of the Undertakers; provided that the prescribed Limits within which the said Powers and Authorities may be exercised shall not extend Southwards beyond a Distance of Seventy Chains measured from the Sea Gates of the *Bute* West Dock.

Tonnage Rates payable on Vessels, Second Schedule.

57. From and after the Commencement of this Act, the Undertakers from Time to Time may demand and take for every Vessel entering or resorting to or using any of the Docks and Works any Sums not exceeding the Tonnage Rates specified in the Second Schedule to this Act annexed, and the Tonnage Rates so payable shall be payable by the Masters of the Vessels.

As to Vessels remaining in Docks beyond specified Periods.

58. Where any Vessel using the Docks or Works, and whether or not any Tonnage Rates have previously been paid or payable to the Undertakers in respect of the Vessel, remains in or at any of the Docks or Works more than the Period in that Behalf specified in the Second Schedule to this Act annexed after the Time of going into or to any of the Docks or Works, there shall be payable and paid to the Undertakers by the Master of every such Vessel a further Tonnage Rate, not exceeding the Rate in that Behalf specified in that Schedule, in addition to the other Tonnage Rates payable according to this Act; provided that no such additional Rate shall be payable for any Vessel prevented from leaving the Port of *Cardiff* by an Embargo.

Wharfage Rates payable on Goods, Third Schedule.

59. From and after the Commencement of this Act, the Undertakers from Time to Time may demand and take for all Goods specified in the Third Schedule to this Act annexed which are shipped or unshipped, received or delivered, at, in, or upon or from any Part of the Docks and Works, or any Lands of the Undertakers, or which are discharged or received within or at any of the Docks and Works from one Vessel into another Vessel, or into the Waterway of any of the Docks and Works, any Sum not exceeding the several Wharfage Rates in that Schedule specified with respect to those Goods respectively, and as regards all Goods so shipped, unshipped, received, delivered, or discharged, which are not specified in that Schedule, may demand and take in respect of the same Wharfage Rates equal to the Wharfage Rates from Time to Time payable in respect of Goods so specified which are as nearly as may be of like Nature, Package, and Quantity, and the Wharfage Rates shall be payable by the Owners or Consignees of the Goods.

Restriction on Payment of Wharfage Rates at future Wharfs, &c.

60. Provided, with respect to any Wharf, Quay, Pier, or other Works for the shipping or unshipping of Goods hereafter made by the Undertakers, that the Wharfage Rates payable for Goods shipped, unshipped,

unshipped, received, or delivered at or upon or from the same shall not be payable until it is certified in Writing under the Hand of a Person appointed for the Purpose by the Board of Trade that the Undertakers have so far made the respective Work as that it affords convenient Accommodation for the shipping and unshipping of Goods.

Rent for Goods liable to Wharfage Rates remaining on public Wharfs more than Three Days.

61. Where any Goods liable to any of the Wharfage Rates are placed on any of the public Wharfs of the Undertakers, and remain there more than Three Days, the Undertakers at any Time after the Expiration of Three Days may require the Owner to remove the same from the public Wharf, and to pay such a Rent as the Undertakers think fit for every Day during the whole or any Part of which the Goods remain on the public Wharf after the Expiration of the Three Days.

Daily Rent not to exceed Wharfage Rate.

62. Provided, That the daily Amount of the Rent so payable to the Undertakers shall not exceed the Amount of the Wharfage Rate for the Goods.

Removal and Sale of Goods.

63. If the Goods be not forthwith so removed, or if the Owner cannot be found, the Undertakers may remove the Goods to some Place of Safety and detain the same until Payment be made of the Wharfage Rate, if unpaid, and the Rent and the Expenses of the Removal and Detention; and if the Expenses be not paid within Three Days after Demand made of the Owner of the Goods, or if the Owner cannot be found, the Undertakers may sell the Goods or Part thereof, and out of the Proceeds of the Sale satisfy the Wharfage Rate, if unpaid, and the Rent and the Expenses of the Removal, Detention, and Sale, rendering on Demand the Surplus, if any, of the Proceeds, and the unsold Goods, if any, to the Person appearing to the Undertakers to be entitled thereto.

Graving Docks, &c. Rates.

64. The Undertakers from Time to Time may demand and take in respect of all Vessels going into or using any of their Graving Docks, and in respect of the User of any Machinery provided by the Undertakers for testing Anchors and Cables, such reasonable Rates as they from Time to Time appoint.

Rates for Staiths, &c.

65. From and after the Commencement of this Act, the Undertakers in addition to the other Rates from Time to Time may demand and take any Sums not exceeding the Rates following; that is to say,

(A.) For

(A.) For the shipping by the Undertakers of Coal, Coke, or Culm, by means of Staiths, Drops, Shipping Machines, or other Machinery, Twopence a Ton:

(B.) For the weighing by the Undertakers of Coals, Coke, or Culm, (including the Use of the Weighing Machine,) One Farthing a Ton:

(C.) For the Use in other Cases of Staiths, Drops, Shipping Machines, or other like Machinery, such reasonable Rates as the Undertakers from Time to Time determine.

Cranage Rates, Fourth Schedule.

66. From and after the Commencement of this Act, the Undertakers from Time to Time may demand and take in respect of the User of Cranes, Shearlegs, and other like Apparatus, and whether the same are upon any public Wharf or not, any Sums not exceeding the Rates specified in the Fourth Schedule to this Act annexed, and those Rates shall be payable by the Owners of the Goods in respect of which the Cranes, Shearlegs, or Machinery are used.

Ballast Rates, Fifth Schedule.

67. From and after the Commencement of this Act, the Undertakers from Time to Time may demand and take for the Removal of Ballast from and into Vessels within or at the Docks and Works, and the Conveyance of Ballast to or from the Place of Deposit thereof, any Sums not exceeding the Ballast Rates specified in the Fifth Schedule to this Act annexed, and the Ballast Rates shall be paid by the Master or Owner of the Vessel into or from which the Ballast is loaded or discharged, and shall be recoverable by the Undertakers as the Tonnage Rates are under this Act recoverable.

Tolls for Tramways or Railways.

68. From and after the Commencement of this Act, the Undertakers from Time to Time may demand and take in respect of the User of the Tramways or Railways from Time to Time forming Part of the Docks and Works, and the Sidings, Turntables, and other Works and Conveniences connected therewith, and in respect of which specific Tolls are not authorized by Parliament, such reasonable Tolls and Charges as the Undertakers and the Companies or Persons using the same from Time to Time agree on, or as failing their Agreement are determined by Arbitration under the Railway Companies Arbitration Act, 1859, by a competent and impartial Person as the single Arbitrator, to be on the Application of the Parties in difference or either of them appointed by the Board of Trade.

Charges for Services by Undertakers at Docks, &c.

69. From and after the Commencement of this Act, the Undertakers from Time to Time may demand and take such reasonable Charges as they think fit for Services rendered by them in respect of shipping, unshipping, landing, relanding, housing, unhousing, weighing, coopering,

coopering, sampling, piling, unpiling, watching, loading, unloading, repairing, protecting, collecting, and delivering Goods, and for any other Services with respect to Goods shipped or unshipped or warehoused or deposited at the Docks or Works, for which Services any specific Rate is not prescribed by this Act, and the Undertakers shall render such Services when and as they are required.

Performance of Services by others.

70. Provided, That in default of the rendering by the Undertakers of any of those Services, when thereunto reasonably requested, any Persons may employ their own Agents, Servants, or Labourers to perform in or at the Docks and Works any of those Services with respect to any Goods in which the Persons are interested.

Power for Undertakers to remit Rates.

71. The Undertakers, if and when they think fit, may remit or return the whole or any Part of any of the Rates in respect of any Vessel or Goods shown to their Satisfaction to have been wrecked, spoiled, or damaged, and may remit or return the whole or any Part of the Rates or Charges under any other Circumstances which in their Judgment make the Remission or Return thereof reasonable and just, so as the Claim for Remission or Return be made and substantiated to the Satisfaction of the Undertakers within such Time as under the Circumstances they deem reasonable.

Docks and Works free on Payment of Rates, &c.

72. The Docks and Works shall at all Times be free to all Vessels for the shipping and unshipping of Goods, subject to the Payment of the several Tonnage Rates and Wharfage Rates and the several other Rates, Dues, and Charges by this Act made payable, and subject also to all the Byelaws, Rules, and Regulations of the Undertakers from Time to Time in force.

Free Access for Officers of Customs to Docks, &c.

73. All Officers of Customs, being in the Execution of their Duty, shall at all Times have free Ingress and Egress into and out of the Docks and Works and through the Gates and Entrances of the same, and may freely pass and repass with their Vessels and Boats through the Locks and Water Communications of the Docks and Works at all Times when the State of the Tide and Water Communications will admit, and without Payment of any Rate or Sum for so doing.

Power for Undertakers to recover Rates, &c. for Goods by Sale, &c.

74. If Default be made in Payment to the Undertakers of any Rate, Rent, Toll, or Charge with respect to any Goods remaining at, on, or in the Docks or Works more than Three Months, the Undertakers (first paying the Customs Duties and Inland Revenue Duties, if any, due and payable thereon) may detain and sell the Goods, or any Part thereof, and after retaining the Amount so paid may retain for themselves the Rates, Rents, Tolls, or Charges so due and payable

to

to them, and the Expenses of Detention and Sale; and in the next place the Undertakers, if they have received Notice that the Freight due on the Goods is unpaid, shall retain and pay on Demand to the Person entitled thereto the Amount of the Freight due on the Goods, or so much thereof as the Money in the Hands of the Undertakers will meet, rendering on Demand the Surplus, if any, of the Proceeds of Sale, and the Goods, if any, remaining unsold to the Person appearing to them to be entitled thereto.

Restriction as to Time of Sale by Undertakers for Recovery of Charges.

75. Provided, That (except with respect to Goods of a perishable Nature which in the Judgment of the Undertakers would be materially lessened in Value by being retained by them) the Undertakers shall not so sell any Goods until after the Expiration of Three Months after the Time at which the Goods are unshipped or delivered at the Docks or Works.

Recovery of Rates, &c. not satisfied by Sale.

76. Provided, That the Undertakers, if they do not sell the Goods, or if the Proceeds of the Sale thereof be insufficient, may recover the Amount of the Rents, Charges, and Expenses due and payable to them, or the Balance thereof, in any Court of competent Jurisdiction.

Sale of perishable Goods.

77. With respect to all Goods of a perishable Nature deposited and lodged with the Undertakers, they may, if and when they think fit, sell any such Goods at any Time when in their Judgment the Goods would be materially lessened in Value by being retained by them, and whether or not they have Notice of the Nonpayment of Freight claimed on the Goods on Notice to retain the same.

Application of Proceeds of Sale of perishable Goods.

78. When the Undertakers so sell any such perishable Goods they shall apply the Proceeds of the Sale, so far as they suffice:

(A.) In the first place, in Payment of the Customs Duties and Inland Revenue Duties, if any, payable in respect of the Goods:

(B.) In the next place, in Payment of the Rates, Rents, Tolls, and Charges due and payable to the Undertakers in respect thereof, and the Expenses of the Sale:

(C.) In the next place, if the Undertakers have been duly served with Notice of the Claim for Freight in respect of the Goods (but not otherwise), in Payment of the Freight; and the Undertakers shall render on Demand the Surplus, if any, of the Proceeds of Sale, and the unsold Goods, if any, to the Person appearing to them to be entitled thereto.

Agreements between Undertakers and Railway Companies.

79. The Undertakers on the one hand, and all or any of the *Rhymney* Company, the *Taff Vale* Company, the *Great Western* Company, the *North-western* Company, and the *Brecon* Company respectively from Time to Time may enter into and carry into effect Agreements and Arrangements for any of the Purposes in that Behalf by this Act authorized.

Purposes of the Agreements.

80. The Purposes for which Agreements may be entered into between the Undertakers and those Five Railway Companies, or any of them, comprise the following Purposes, and all Matters incidental and accessory thereto; that is to say,

(A.) The affording by the contracting Parties, or any of them, of better Facilities for the Passage over all or any Parts of their respective Railways of Minerals and Goods and other Traffic passing to or from any of the Docks and Works:

(B.) The Periods for which, and the Terms and Conditions, pecuniary and otherwise, on which the Facilities shall be so afforded:

(C.) The Tolls, Fares, Rates, and Charges to be in accordance with this Act demanded and taken by the contracting Parties, or any of them, on or in respect of their respective Railways, Stations, and Works, for Traffic so passing:

(D.) The collecting and receiving of the Tolls, Fares, Rates, and Charges in respect of the Traffic so passing.

Provided always, that if the Undertakers enter into an Agreement or Arrangement with any One or more of the Five Railway Companies for any of the Purposes herein specified, they shall, on Application being made to them by any One or more of the others of the Five Railway Companies, enter into an Agreement or Arrangement with the Company or Companies by whom such Application shall be made, in all respects similar, so far as the same would apply to the Agreement or Arrangement entered into by them with the other Company or Companies, and in the event of any Difference arising under this Section the same shall from Time to Time be settled by an independent Arbitrator, to be appointed by the Board of Trade on the Application of any of the Parties interested.

Nothing to be done under Act contrary to Customs Laws.

81. Nothing in this Act shall authorize the Undertakers or any of their Dock-masters, Officers, or Servants to do or cause to be done anything in any Way repugnant to or inconsistent with any Law from Time to Time in force with respect to the Customs or any Regulation from Time to Time in force of the Commissioners of Customs.

82. Nothing

Act not to prevent Undertakers from making Quays, &c. for their own Use.

82. Nothing in this Act shall preclude the Undertakers or their Lessees from making, maintaining, and using for their own Use and Accommodation, for landing, shipping, or storing Goods, or any other Purposes, any additional Quays and Landing Places and any Warehouses or other Erections, or any Works or Conveniences respectively, adjoining or near to any of the Docks and Works.

Wharfage Rates to be paid by the Taff Vale Company.

83. The Wharfage Rates specified in the Third Schedule to this Act annexed shall be paid and received by the *Taff Vale* Company instead of the Rates of Wharfage specified in the Second Schedule to the *Taff Vale* Company's Lease of One thousand eight hundred and forty-nine, and such Lease shall be read and construed as if the Rates specified in the Third Schedule to this Act annexed had been therein set forth in the Place or Stead of the Rates specified in the Second Schedule to that Lease.

Certain Rates paid by the Taff Vale Company to be repaid.

84. The Undertakers shall and they are hereby required to repay to the *Taff Vale* Railway Company any Sums which may from Time to Time be payable and paid by that Company for Parochial Rates on account of Wharfages received by the said Company for the Use of the Undertakers, and any Sum so from Time to Time payable and paid by the said Company shall be a Debt due to the said Company from the Undertakers, and may be recovered as such by the said Company from the Undertakers in any Court of competent Jurisdiction.

Conditional Repeal of Sect. 11 of 26 & 27 Vict. c. lxxv.

85. From and after the opening for public Traffic of the Railway (A.) No. 1. described in and authorized by the *Rhymney* Railway (*Cardiff* and *Caerphilly*) Act, 1864, Section 11 of the *Penarth* Harbour, Dock, and Railway Leasing Act, 1863, shall be and the same is hereby repealed.

Saving Rights of Trinity House.

86. Nothing in this Act shall take away, lessen, prejudice, or alter any of the Jurisdictions, Rights, or Privileges of the Corporation of *Trinity House of Deptford Strond*.

Saving Rights of Corporation of Cardiff.

87. Saving always to the Mayor, Aldermen, and Burgesses of the Borough of *Cardiff* all such Rates or Duties for or in respect of all such Ships or other Vessels coming into the Port of *Cardiff* aforesaid as shall enter into or make use of the Docks or Works of the Undertakers maintained under the Authority of this Act in as full, large, ample, and beneficial a Manner, to all Intents and Purposes, as they enjoyed the same before the passing of this Act, or could or might have enjoyed in case the same had not been passed; and except only as is by this Act expressly provided, nothing in this Act shall take away,

away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the Local Board.

Interest not to be paid on Calls paid up.

88. No Railway Company to which this Act relates shall, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made on the Shares held by him: Provided that the respective Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845."

Deposit on future Bills not to be paid out of Capital.

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

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

90. Nothing in this Act shall exempt any Railway to which this Act relates from the Provisions of any present or future General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act or any other Act authorized, or the Rates for small Parcels thereby respectively authorized.

Act not to extend to Weir and Feeder.

91. Provided, That nothing in this Act shall be considered to extend to the present Weir or Feeder of the Undertakers, or to entitle them to maintain the same, otherwise than they were in anywise empowered so to do before the passing of this Act.

Saving Rights of Railway Companies.

92. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of any Railway Company named in this Act.

Saving Rights of Railway Companies under Agreements for Leases.

93. Nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges at or about the Docks and Works of the Undertakers of any of the Railway Companies named in this Act secured or granted to them by Agreement or Lease from the Trustees or Trustee for the Time being of the Trust Term

on

on the Representatives of the late Marquis of *Bute*, except so far as the *Taff Vale* Company's Lease of *December* One thousand eight hundred and forty-nine is expressly by this Act or otherwise varied or altered.

Saving Rights of Undertakers.

94. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Trusts, Powers, Authorities, Discretions, or Privileges of the Undertakers, whether as Trustees of the Trust Term or otherwise, or shall (except with the Consent in Writing of the Undertakers) extend or apply to any Land of the Undertakers which from Time to Time is not appropriated by them for Purposes of the Docks and Works: Provided that this Saving shall not limit the Authority of any Dock-master appointed by the Undertakers or of any Constable.

Provisions for General Acts relating to Docks.

95. Nothing in this Act shall exempt the Harbours, Docks, Piers, or Works to which this Act relates or the Undertakers in respect thereof from the Provisions of any present or future General Act relating to Harbours, Docks, or Piers, or Dues on Shipping, or from any future Revision or Alteration, under the Authority of Parliament, of the Rates, Tolls, and Charges by this Act authorized, or from the Provisions of "The Merchant Shipping Act, 1854," or any Acts amending that Act, or from any present or future General Acts relating to Buoys and Beacons, or from the Rights, Powers, and Privileges of the General Lighthouse Authorities.

Expenses of Act.

96. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining and passing of this Act shall be borne and paid by the Undertakers out of Monies subject to the Trusts of the Trust Term.

The FIRST SCHEDULE referred to in the foregoing Act.

Sections and Parts of Sections of repealed Acts saved.

The Act of 1830. 1 William IV. Ch. 133. (Local.)

Section 1. That it shall be lawful for the said John Marquis of Bute, his Heirs or Assigns, or other the Owner or Owners for the Time being of the Lands and Grounds herein-before mentioned, and he and they is and are hereby fully authorized and empowered, at his and their own proper Costs and Expenses, and by his and their own Deputies, Contractors, Agents, Officers, Workmen, and Servants, to make and maintain a Ship Canal to be called "the Bute Ship Canal" for the Navigation of Ships and other Vessels, to commence at or near a certain Point or Place called the Eastern Hollows at or near the Mouth of the River Taff in the said County of Glamorgan, and to terminate in a Northern or North-easterly Direction towards the Town of Cardiff in Cardiff Moors, and also to establish, construct, and maintain a Wet Dock or Basin at the Termination of the said Ship Canal near the Town of Cardiff, of such Construction and of such Extent and Dimensions, and with such Piers, Sluices, Locks, Wharfs, Quays, Cranes, and other requisite Works, Matters, and Things as the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, shall deem necessary and expedient for the Reception, Accommodation, and Protection of the Shipping and Vessels resorting to and using the same, and also for the Accommodation of Vessels coming to the Mouth of, but not actually entering, the said Ship Canal, and also to make and maintain One or more Cuts with proper Lock or Locks to be passable and navigable by Boats or Barges from and out of the said intended Wet Dock or Basin into and communicating with the Channel of the said Glamorganshire Canal, and also to set up and maintain Poles or other Marks in or near the Mouth of the said River Taff as Beacons to point out the Channel or Channels leading to the said Ship Canal, and to lay down and from Time to Time to repair, support, and maintain in or near the Channel of the said River warping and mooring Buoys with their necessary Anchors and Tackling, and to make and maintain such Banks, Sluices, Cuts, and Channels as may be proper for facilitating the Access to or increasing the Convenience and Security of the said Ship Canal, Dock or Basin, and Cuts, or for preventing Mud, Gravel, Soil, or other Matters from stopping up, obstructing, or injuring the same, and to scour out and cleanse such Ship Canal, Dock or Basin, and Cuts from Time to Time as often as the same shall be required, and also to feed and supply the said intended Ship Canal, Wet Dock or Basin, and Cuts respectively whilst making, and at all Times for ever after the same shall be made, with Water to be procured and conducted from and out of the said River Taff, and to convey such Water by means of a Watercourse and Tunnel or covered Aqueduct passing through the public Streets of the said Town of Cardiff and under the said Glamorganshire Canal,

and

and to construct, establish, and maintain a proper Weir across the Stream of the said River Taff at the Point where the said Water shall be taken from the same, and to do and execute all other Matters and Things which may be necessary for making, completing, and maintaining the said Ship Canal, Wet Dock or Basin, and Cuts, or any of them, and supplying the same with Water as aforesaid.

Power to enter on Lands, &c. for the Purposes of the Act.

Section 2. And be it further enacted, That for the Purposes aforesaid or any of them the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, his and their Deputies, Contractors, Agents, Officers, Workmen, and Servants is and are hereby authorized and empowered to enter into and upon any Lands and Grounds necessary to be entered upon for the Purposes of this Act which shall belong to any Person or Persons, Body or Bodies Politic, Corporate, or Collegiate whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and ascertain such Parts thereof as he and they shall think necessary and proper for making and forming the said Ship Canal, Dock or Basin, Cuts, Piers, and other Works, and to place, lay, work, or manufacture any Materials on the Lands or Grounds adjoining to the Place or Places where the said Works or any of them shall be carrying on, and also for the Purpose of laying down or of repairing or replacing from Time to Time the Watercourse and Tunnel or Aqueduct necessary for conveying the said Water from the River Taff for supplying the said Ship, Canal Dock or Basin, and Cuts, to break up the Pavements or Ground of any Streets, Passages, Roads, or public Places in or within the said Town of Cardiff, and to drive or make the said Tunnel or Aqueduct under or across the Bed of the said Glamorganshire Canal at or near the South End of the said Town of Cardiff, he the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, his or their Deputies, Contractors, Agents, Officers, Workmen, and Servants doing as little Damage as may be in the Execution of the several Powers to him and them hereby granted, and making Satisfaction to the Owners or Proprietors, Tenants and Occupiers of, and all Persons interested in, the Lands, Tenements, or Hereditaments which shall be taken, used, or entered upon for all Damages to be by them respectively sustained by the Execution of all or any of the Powers of this Act, and this Act shall be sufficient to indemnify the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, and his and their Deputies, Contractors, Agents, Officers, Workmen, and Servants, and all other Persons whomsoever, for what he or they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisoes, Restrictions, and Regulations as are herein-after contained.

Pavement on Streets to be reinstated if broken up.

Section 3. Provided always, and be it further enacted, That when and as often as any of the public Streets, Roads, Passages, or Places in the said Town of Cardiff shall be broken up or opened for laying down, repairing, or replacing the said Tunnel or Aqueduct, he the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, or his or their Deputies, Workmen, or Servants, shall fill in the Ground and relay the Pavement so to be broken up in a good and workmanlike Manner, and carry away the Rubbish occasioned by opening or breaking up the same as soon as conveniently may be, and shall in the meantime cause the Opening in such Ground

to

to be fenced or guarded so that the same may not be dangerous to Passengers or Cattle: Provided always, that if there shall be any wilful or unnecessary Delay in the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, or in any of his or their Deputies, Workmen, or Servants, in laying down, repairing, or replacing the said Tunnel or Aqueduct, or in filling in such Ground or removing the Rubbish occasioned thereby, then and in every such Case the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, or his or their Deputies, Workmen, or Servants so offending shall forfeit and pay any Sum not exceeding Five Pounds.

For supplying Deficiencies in the Land Tax.

Section 6. And whereas, by reason of taking down Houses and Buildings and making Alterations in pursuance of this Act, there may be Deficiencies in the Assessments for Land Tax in the Parishes of Saint John the Baptist and Saint Mary in the said Town of Cardiff through which the said Ship Canal, Wet Dock or Basin, Cuts, and other Works will pass and be situate: Be it therefore further enacted, That for preventing the same the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, shall until the Works hereby authorized to be made shall be completed and assessed to such Land Tax (unless the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, shall think fit to redeem the same under the Powers of the Acts for the Redemption of the Land Tax), be subject and liable from Time to Time to pay and make good to or in aid of the said Parishes all such Sum or Sums of Money as shall be deficient in the said Assessments for Land Tax within the said Parishes by reason or means of taking down or using for the Purposes of this Act any Houses and Buildings liable to such Assessments according to the Rental at which the same are valued or rated at the Time of passing this Act.

Mud Lands at Penarth Roads to remain free for Vessels.

Section 7. Provided always, and be it further enacted, That the Mud Lands now used or resorted to for the Anchorage or lying of Vessels at the Penarth Roads or Cardiff Harbour not taken under the Powers of this Act for the said Ship Canal shall for ever after the Construction of the said Ship Canal shall be commenced be freely used and enjoyed for the Anchorage and lying of all and every Ships and Vessels navigating or using the Bristol Channel or the River Severn, without any Interference save as is herein-after mentioned by or on the Part of and without the Payment of any Charge or Due to the said John Marquis of Bute, his Heirs or Assigns, or other the Owner or Owners for the Time being of the Lands and Grounds herein-before mentioned, and that nothing in this Act contained, nor the Construction of the said Ship Canal, nor the Entry upon, nor the Possession of, the Mud Lands to be taken for the Purposes of this Act shall be or deemed or taken to be any Evidence of a Right or Title in the said John Marquis of Bute, his Heirs or Assigns, or such other Person or Persons as aforesaid, to the Mud Lands so used or resorted to for the Anchorage or lying of Vessels as aforesaid and not taken for the Purposes of this Act, anything herein contained to the contrary notwithstanding.

Bridges to be built over intended Cuts to carry the Towing-path

Section 10. And be it further enacted, That the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, shall, and he and they is and are hereby required, at his and their own proper Costs and

and Charges to make and build and for ever afterwards to support, maintain, and keep in good and perfect Repair over each of the said Cuts hereby authorized to be made, at its Point of Junction or Communication with the said Glamorganshire Canal, One Bridge of Brick, Stone, or Iron, with convenient and suitable Slopes or Approaches thereto, which Bridge shall be of the clear Width of Eight Feet; and in case the lower or Southern of the said Cuts shall be deepened, widened, or enlarged as herein is mentioned, then and in such Case a Drawbridge of Wood or Iron shall be erected by the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, over the same, so as to admit the free Navigation of the lower or Southern Cut by Ships, Boats, Barges, Craft, and other Vessels using the said Glamorganshire Canal, and the Ascent to all Bridges to be made or erected under the Authority of this Act shall not be more than One Foot in Thirteen Feet, and shall have Parapet Walls Four Feet Six Inches high above the Top of the Arch of such Bridges, and the Towing or Hauling Path of the said Glamorganshire Canal shall be well and effectually carried over the said Cuts hereby authorized to be made.

of the Glamorganshire Canal over the same.

Section 11. And be it further enacted, That before any Boat or Barge shall be permitted to pass from or out of the said Dock or Basin into the said Glamorganshire Canal, he the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, shall and he and they is and are hereby directed and required, at his and their own proper Costs and Charges, to erect and build and for ever afterwards to maintain and keep in good Repair, in, upon, or across each of the said Cuts hereby authorized to be made, a Stop Lock for the Purpose of retaining to the Height herein-before mentioned the Water of the Summit or Upper Level of the said Cuts hereby authorized to be made between the said Glamorganshire Canal and the said intended Wet Dock or Basin.

Stop Locks to be erected in the intended Cuts between the Glamorganshire Canal and the Dock or Basin.

Section 12. Provided always, and be it further enacted, That in order to ascertain that the Height of the Water in the said Summit or Upper Level of the said Cuts hereby authorized to be made between the said Dock or Basin and the said Glamorganshire Canal continues Three Inches above or higher than the Top-water Mark of the said Glamorganshire Canal, proper Marks shall or may be fixed and permanently continued by the said Company of Proprietors of the Glamorganshire Canal at the Stop Locks hereby authorized to be made, and all such Marks shall be ascertained and fixed by Two Engineers respectively, to be named by the said Company of Proprietors and the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, and in case of their Disagreement, by some Third indifferent Engineer to be named by the said Two Engineers so to be appointed as aforesaid.

Water Gauges to be defined by the Glamorganshire Canal Company.

Section 13. And be it further enacted, That in case the Water in the said Summit or Upper Level of the said Cuts hereby authorized to be made shall be at any Time lower than the Water in the said Glamorganshire Canal, it shall be lawful for the said Company or Proprietors of the Glamorganshire Canal, and they are hereby authorized, directed, and required, to shut and fasten the Gates of the said Stop Locks, and by all other Ways and Means to prevent any Boats or Barges or Water from passing into or out of the said Glamorganshire Canal from

Provision in case the Water be below the stipulated Height.

from or into the said Cuts, until the Water in the said Summit or Upper Level shall again be raised above the Height of the Top-water Mark of the said Glamorganshire Canal.

Power to lay Buoys and make and repair Sluices, &c.

Section 55. And be it further enacted, That the said John Marquis of Bute, his Heirs or Assigns, or such other the Owner or Owners as aforesaid, shall and may lay or place, or cause to be laid, made, or placed, such Buoy or Buoys, Mooring Craft, Dolphin or Dolphins, and make or cause to be made such Sluices, Locks, Flood Gates, Engines, Machines, Pipes, and other Works, within One hundred Yards of the Entrance to the said Ship Canal, as he or they shall from Time to Time deem necessary for the more convenient Use thereof and of the other Works appertaining thereto, and for the Purposes aforesaid, or any of them, to erect such Dams, Coffer Dams, and other Devices and Things as may be found necessary or proper during such Time or Times as any of the said Works respectively shall be making, altering, and repairing.

General Saving.

Section 85. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Privilege, or Authority of the King's most Excellent Majesty, His Heirs and Successors, or of any Bodies Politic or Corporate, or other Person or Persons whomsoever, his, her, or their Heirs, Successors, Executors, or Administrators, except so far as the same or any of them may be expressly barred and regulated by this Act.

Saving Rights of the Bailiffs, &c. of Cardiff,

Section 86. Saving always to the Bailiffs, Aldermen, and Burgesses of the Town of Cardiff all such Rates or Duties for or in respect of all such Ships and other Vessels coming into the Port of Cardiff aforesaid as shall enter into or make use of the said Ship Canal or Wet Dock or Basin hereby authorized to be made, in as full, large, ample, and beneficial a Manner, to all Intents and Purposes, as they enjoyed the same before the passing of this Act, or could or might have enjoyed in case the same had not been passed.

of the Company of Proprietors of the Glamorganshire Canal Navigation,

Section 87. Provided always, and be it further enacted, That nothing herein contained, save and except as herein expressly provided, shall in any way prejudice, lessen, abrogate, alter, or repeal all or any of the Rights, Powers, or Privileges granted to or vested in the Company of Proprietors of the Glamorganshire Canal Navigation under or by virtue of certain Acts of Parliament made and passed in the 30th and 36th Years of the Reign of His late Majesty King George the Third.

and of the Proprietor of the Melin Griffith and Pentyrch Works.

Section 88. Provided always, and be it further enacted, That nothing herein contained shall abrogate, lessen, prejudice, or in any Manner affect the Right or Interest of Richard Blakemore, Esquire, or other the Proprietor or Proprietors for the Time being of the Melin Griffith and Pentyrch Works in or to the surplus Water of the said Glamorganshire Canal, as the same was secured to the Proprietors of the said Works by the said Acts of the 30th and 36th Years of the Reign of His late Majesty; but he and they shall from and after the passing of this Act continue entitled to such surplus Water in the same Manner, to the same Extent, and as fully and effectually, to all Intents and Purposes, as

if

if this Act had not been made, anything herein contained to the contrary thereof in anywise notwithstanding.

Section 89. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken Notice of as such by all Judges, Justices, and others without being specially pleaded. Public Act.

ACT OF 1834. 4 WILLIAM IV. Ch. 19. (Local.)

Section 2. And be it further enacted, That instead of the Power given and granted by the said recited Act to feed and supply the said Ship Canal, Wet Canal or Basin, and Cuts respectively with Water, by means of a Watercourse and Tunnel or covered Aqueduct passing through the public Streets of the said Town of Cardiff, and otherwise in the Line or Course in the said recited Act mentioned or referred to, it shall be lawful for the said Marquis of Bute, his Heirs or Assigns, or other the Owner or Owners for the Time being of the Lands or Mudlands in the said herein-before recited Act mentioned, and he and they is and are hereby fully authorized and empowered to feed and supply as well the said Ship Canal, Wet Dock or Basin and Cuts as also the said intended Scouring Basin, with the Communications or Cuts thereto and hereby authorized to be made respectively whilst making or completing, and at all Times for ever after the same shall be made or completed, with Water to be procured and conducted from and out of the said River Taff, and to convey such Water by means of a Watercourse and Tunnel or covered Aqueduct in the varied Line or Course and Track or Direction described on the Plan herein-after referred to, and to drive or make the said Watercourse and Tunnel or covered Aqueduct under or across the Bed of the Glamorganshire Canal at or beyond the North End of the said Town of Cardiff, in such and the same Manner and with the same Rights, Powers, Authorities, and Restrictions as are given and granted in and by the said recited Act for carrying the same under the said Canal at or near the South End of the said Town of Cardiff; and also to construct and maintain at or near the Southern End of the aforesaid Wet Dock or Basin a Scouring Basin, with Communications or Cuts leading from and to and connected with the said Ship Canal and Wet Dock or Basin respectively, and of such Construction, Extent, and Dimensions, and with such Sluices, Locks, and other requisite Works, Matters, and Things as the said John Marquis of Bute, his Heirs or Assigns, or such other Owner or Owners as aforesaid, shall deem necessary or expedient. Power to alter Line of Watercourse and to make a Scouring Basin.

N.B.—The Provisions in this Schedule with respect to the Lower Cut from the Bute West Dock into the Glamorganshire Canal (which has not been made) are not saved.

The SECOND SCHEDULE referred to in the foregoing Act.

TONNAGE RATES.

		£	s.	d.
First Class.				
On all Sailing, Steam, or other Vessels entering from or departing for any Port in the United Kingdom, Isle of Man, Jersey, Guernsey, Alderney, and Sark, under 100 Tons Register	per Register Ton	0	0	1½
100 Tons and under 200 Tons Register -	per Register Ton	0	0	2
200 Tons Register and upwards (except Steam Vessels)	per Register Ton	0	0	3
Steam Vessels of 200 Tons Register and upwards	per Register Ton	0	0	2
Second Class.				
On all Sailing, Steam, or other Vessels entering from or departing for any Port in Europe, between the North Cape and Cape Finisterre - - - - -	per Register Ton	0	0	5
Third Class.				
On all Sailing, Steam, or other Vessels entering from or departing for any other Port in Europe and the Mediterranean	per Register Ton	0	0	7
Fourth Class.				
On all Sailing, Steam, or other Vessels entering from or departing for all other Foreign Ports whatsoever - -	per Register Ton	0	0	9
Fifth Class.				
On all Sailing, Steam, or other Vessels which do not enter within the Gates of any Dock or Basin, but which either discharge or receive Passengers or Goods upon or from any Pier, Landing Place, or Jetty - - - -	per Register Ton	0	0	3
Sixth Class.				
On all Sailing, Steam, or other Vessels using the Tidal Harbour of the Undertakers - - - -	per Register Ton	0	0	0½
If any Sailing, Steam, or other Vessel, being of less than 200 Tons Measurement, shall remain within any Dock or Basin for a Period longer than Ten Days, or being of 200 Tons and less than 400 Tons Measurement, for a longer Period than Fourteen Days, or being of 400 Tons Measurement or upwards for a Period longer than Twenty-one Days, then for the Period during which the Vessel remains beyond those Periods respectively the further Rates following; (that is to say,)				
For the First Week or any Part thereof -	per Register Ton	0	0	1
For the Second Week or any Part thereof -	per Register Ton	0	0	1½
For every Week or Part of a Week beyond the Second Week,	per Register Ton	0	0	2

The THIRD SCHEDULE referred to in the foregoing Act.

WHARFAGE RATES.

		£	s.	d.
Ale, Beer, or Cider	per Butt	0	0	4
Ale, Beer, or Cider	per Hogshead	0	0	2
Ale, Beer, or Cider	per Barrel	0	0	1
Ale, Beer, or Cider	per 3 Dozen Hamper	0	0	2
Ale, Beer, or Cider	per Kilderkin	0	0	0½
Alum	per Ton	0	0	8
Apples	per Ton	0	0	8
Apples	per Sack	0	0	1
Arsenic	per Ton	0	1	0
Ashes	per Ton	0	0	8
Bags (empty)	per Bundle of not more than 56 Pounds Weight	0	0	1
Bales and Chests of Drapery	large	0	0	3
Bales and Chests of Drapery	small	0	0	2
Baskets (empty)	per Bundle	0	0	1
Bedsteads	each	0	0	1
Bellows, large	each	0	0	3
Bellows, small	per Bundle	0	0	1
Biscuits	per Bag	0	0	1
Bottles, empty	per Hamper	0	0	1
Bran	per Ton	0	0	8
Brass	per Ton	0	1	0
Brass Wire	per Ton	0	1	0
Bricks or Tiles (common)	per 1000	0	1	0
Bricks or Tiles (Fire)	per 1000	0	1	6
Bricks (Scouring)	per 1000	0	1	6
Bricks (Paving and Malt-kiln Tiles)	per 100	0	0	6
Brimstone	per Ton	0	0	8
Brooms	per Dozen	0	0	0½
Butter	per Firkin	0	0	0½
Candles	per Box	0	0	1
Canvass	per Ton	0	1	0
Canvass	per Bale	0	0	1
Carriages with 4 Wheels	each	0	1	6
Carriages with 2 Wheels and Phaetons	each	0	1	0
Waggons	each	0	1	6
Carts	each	0	1	0
Harrows or Ploughs	each	0	0	6
Threshing Machines	each	0	2	6
other Machines	each	0	0	6

		£	s.	d.
Cattle—Horses	each	0	1	0
Oxen and Cows	each	0	0	6
Yearlings, Ponies, Mules, and Asses	each	0	0	3
Calves	each	0	0	1
Lambs and Sheep	each	0	0	1
Pigs	each	0	0	1
Cement or Plaster of Paris	per Barrel	0	0	1½
Cement or Plaster of Paris	per ½ Barrel	0	0	1
Cement or Plaster of Paris	per ¼ Barrel	0	0	0½
Roman Earth	per Ton	0	0	3
Chairs	per Dozen	0	0	4
Chaff	per Ton	0	0	8
Cheese	per Ton	0	0	8
Clay (China or Pipe)	per Ton	0	0	1
Coal, Coke, Culm, or Stone Coal	per Ton	0	0	2
Coffee	per Ton	0	1	0
Coffee	per Bag	0	0	1
Copper Ore	per Ton	0	0	8
Copper	per Ton	0	1	0
Cordwood	per Ton	0	1	0
Corks	per Cwt.	0	0	1
Corn (Wheat, Barley, Oats, Peas, and Beans)	per Ton	0	0	8
Corn (Wheat, Barley, Oats, Peas, and Beans)	per Sack	0	0	1
Cotton	per Bale	0	0	6
Cotton	per Bag	0	0	3
Deals	per 120	0	1	0
Deal Ends	per 120	0	0	4
Dogs	each	0	0	1
Drugs	per Hamper or Box above 1 Cwt.	0	0	2
Drugs	per Hamper or Box under 1 Cwt.	0	0	1
Earthenware	per large Crate	0	0	4
Earthenware	per small Crate	0	0	2
Eggs	per Crate	0	0	2
Engines (Locomotive)	each	1	0	0
Feathers	per Cwt.	0	0	3
Felt	per Ton	0	0	8
Fibre	per Ton	0	0	4
Fish	per Ton	0	0	8
Fish	per Barrel	0	0	1
Flax	per Ton	0	0	9
Flour	per Ton	0	0	8
Flour	per Sack	0	0	1
Flour or Meal	per Barrel	0	0	1
Fowls	per Crate	0	0	1
Fruit, above 15 Cwt.	per Butt	0	0	9
Fruit, from 7 Cwt. to 15 Cwt.	per Butt	0	0	6
Fruit, under 7 Cwt.	per Butt	0	0	3
Fruit, under 2 Cwt.	per Bag or Box	0	0	1
Furniture or Goods	per large Package	0	0	4

		£	s.	d.
Furniture or Goods	per medium sized Package	0	0	2
Furniture or Goods	per small Package	0	0	1
Glass or China	per Hogshead	0	0	9
Glass or China	per Tierce	0	0	4
Glass or China	per Crate	0	0	3
Glass (Window)	per Side	0	0	2
Glue	per Cwt.	0	0	1
Grates or Stoves (large)	each	0	0	6
Grates or Stoves (medium sized)	each	0	0	4
Grates or Stoves (small)	each	0	0	2
Grave	per Ton	0	0	2
Greaves	per Ton	0	0	4
Grindstones	per Foot Diameter	0	0	1
Guano	per Ton	0	0	9
Hair	per Ton	0	1	0
Hair	per large Bag	0	0	2
Hair	per small Bag	0	0	1
Hampers (empty)	per Dozen	0	0	1
Hardware	per Hamper	0	0	2
Hats	per large Crate	0	0	2
Hats	per small Crate	0	0	1
Hay	per Ton	0	0	8
Hemp	per Ton	0	1	0
Hemp	per Bundle	0	0	1
Hides	per Ton	0	0	10
Hoops (Wood)	per Bundle	0	0	1
Hops	per Bag	0	0	2
Indigo	per Chest	0	1	0
Indigo	per Seron	0	0	4
Iron Machinery	per Ton	0	1	0
Iron (Bar, Bolt, Wrought, or Iron Wire)	per Ton	0	0	6
Iron (Cast Guns, Gun Carriages, Shot, or Boilers)	per Ton	0	0	9
Iron (Pig)	per Ton	0	0	4
Iron (Scrap)	per Ton	0	0	6
Iron Cinders	per Ton	0	0	3
Iron Ore	per Ton	0	0	3
Ironmongery	per Hogshead	0	0	6
Ironmongery	per Tierce	0	0	4
Ironmongery	per Barrel	0	0	2
Ironmongery	per Box or Keg	0	0	1
Lard	per Ton	0	0	8
Lathwood	per Fathom	0	0	4
Lead (Pig or Sheet, or Lead Shot)	per Ton	0	1	0
Lead (White or Red)	per Ton	0	1	0
Lead Ore	per Ton	0	0	6
Leather	per Ton	0	1	8
Lime	per Ton	0	0	3
Lime (Superphosphate of)	per Ton	0	0	6
Limestone	per Ton	0	0	2
Loam	per Ton	0	0	3

		£	s.	d.
Logwood	per Ton	0	1	6
Manganese	per Ton	0	1	0
Malt	per Quarter	0	0	2
Manure	per Ton	0	0	1
Marble	per Ton	0	0	8
Mast, Yard, or Bowsprit—				
Six Inches and under 8 Inches in Diameter	each	0	0	3
Eight Inches and under 12 Inches in Diameter	each	0	0	6
Twelve Inches and upwards	each	0	1	0
Molasses, Juice or Syrup	per Ton	0	0	8
Molasses, Juice or Syrup	per Hogshead	0	0	4
Moss	per Ton	0	0	4
Muntz's Metal	per Ton	0	0	8
Mustard	per Keg	0	0	0½
Musical Instruments	per large Case	0	1	0
Musical Instruments	per small Case	0	0	6
Nails, Copper or Brass	per Ton	0	1	8
Nails, Iron	per Bag	0	0	1
Oak Quarter	per 100 Feet in Length	0	0	6
Oak Bark	per Ton	0	1	0
Oak, Ash, Elm, and Fir Planks	per 100 Feet Superficial	0	0	6
Oak Knees (large)	each	0	0	2
Oak Knees (small)	each	0	0	1
Oakum	per Ton	0	0	8
Oil	per Ton	0	1	0
Oil	per Pipe	0	0	6
Oil	per Hogshead	0	0	3
Oil	per Barrel	0	0	2
Oil	per Can	0	0	1
Oil Cake	per Ton	0	0	8
Onions	per Ton	0	0	8
Ox Bows	per Dozen	0	0	1
Paper	per Package	0	0	1
Parcels (large)	each	0	0	2
Parcels (small)	each	0	0	1
Pepper	per Bag	0	0	2
Pipes (Sewer)	per Ton	0	2	6
Pipes (Drainage, to Twelve Inches in Diameter)	per Ton	0	1	0
Pitwood Sleepers, Poles, or Fencing	per Ton	0	0	3
Palings	per Ton	0	0	4
Paint	per Ton	0	1	0
Petroleum	per Barrel	0	0	1
Pitch Gas	per Ton	0	0	3
Pitch	per Ton	0	0	8
Piassava	per Ton	0	0	8
Plants or Trees	per large Bundle	0	0	3
Plants or Trees	per Package	0	0	1
Provisions	per Ton	0	0	8
Provisions	per Tierce	0	0	2

		£	*s.*	*d.*
Provisions - - - -	per Bale or Barrel	0	0	1
Provisions - - - -	per Half Barrel	0	0	1
Potatoes - - - - -	per Ton	0	0	4
Putty - - - - -	per Ton	0	0	8
Rabbits - - - - -	per Score	0	0	1
Rags or Junk - - - -	per Ton	0	0	8
Rice - - - - -	per Ton	0	0	9
Rice - - - - -	per Bag	0	0	1
Rope - - - - -	per Ton	0	1	0
Salt - - - - -	per Ton	0	0	6
Salpetre - - - - -	per Ton	0	1	0
Saltpetre (Refined) - - - -	per Keg	0	0	1
Sand - - - - -	per Ton	0	0	2
Seeds - - - - -	per Sack	0	0	2
Shoes - - - - -	per Hamper	0	0	2
Shumac - - - - -	per Bag	0	0	2
Slates - - - - -	per Ton	0	0	6
Soap - - - - -	per Chest	0	0	2
Soap - - - - -	per Box	0	0	1
Soda - - - - -	per Ton	0	0	8
Soda - - - - -	per Cask	0	0	2
Soot - - - - -	per Ton	0	0	6
Spades and Shovels - - - -	per Bundle	0	0	1
Starch - - - - -	per Chest	0	0	2
Starch - - - - -	per Box	0	0	1
Staves, Pipe - - - -	per 100	0	0	3
Staves, West India - - - -	per 100	0	0	1½
Steel - - - - -	per Ton	0	1	0
Stone, Bath or Block - - - -	per Ton	0	0	6
Stone, Paving - - - - -	per Ton	0	0	4
Straw - - - - -	per Ton	0	0	8
Sugar - - - - -	per Ton	0	0	8
Sugar - - - - -	per Hogshead	0	0	6
Sugar - - - - -	per Tierce	0	0	4
Tallow - - - - -	per Ton	0	1	0
Tallow - - - - -	per Cask	0	0	3
Tar, Turpentine, Resin - - - -	per Barrel	0	0	1
Tar Coal or Gas - - - -	per Ton	0	0	4
Tea - - - - -	per Chest of 112 lbs.	0	0	3
Tea - - - - -	per Half Chest	0	0	2
Tea - - - - -	per Quarter Chest	0	0	1
Timber, Oak, Ash, Elm, Fir, or other Timber -	per Load	0	0	8
Tin - - - - -	per Ton	0	1	0
Tin - - - - -	per Barrel or Block	0	0	2
Tin Plates - - - - -	per Ton	0	0	8
Tin Plates - - - - -	per Box	0	0	0½
Tobacco - - - - -	per Hogshead	0	0	8
Tobacco - - - - -	per Chest	0	0	2
Tobacco (under 56 Lbs.) - - -	per Box	0	0	1

		£	s.	d.
Trenails	per Ton	0	0	8
Vegetables	per Crate, Sack, or Hamper	0	0	1
Vinegar	per Pipe	0	0	6
Vinegar	per Hogshead	0	0	3
Vinegar	per Barrel	0	0	2
Vitriol	per Carboy	0	0	2
Whiting	per Hogshead	0	0	6
Whiting	per Tierce	0	0	3
Whiting	per Barrel	0	0	2
Whiting	per Firkin	0	0	1
Witheys	per Ton	0	0	8
Wine or Spirits	per Pipe	0	1	0
Wine or Spirits	per Puncheon	0	0	9
Wine or Spirits	per Hogshead	0	0	6
Wine or Spirits	per Quarter Pipe	0	0	3
Wine or Spirits	per Case or Hamper	0	0	2
Wool, Millpuff, and Yarn	per Ton	0	1	0
Wool, Millpuff, and Yarn	per Pack	0	0	2
Zinc	per Ton	0	0	8

And so in proportion for any greater or less Quantity.

The FOURTH SCHEDULE referred to in the foregoing Act.

RATES FOR THE USE OF CRANES.

For Cranes lifting up to Six Tons.

	For the first Lift. £ s. d.	For each succeeding Lift. £ s. d.
Under One Ton	0 2 6	0 0 4
One Ton and under Two Tons	0 3 0	0 0 6
Two Tons and under Three Tons	0 3 6	0 0 8
Three Tons and under Four Tons	0 4 0	0 0 10
Four Tons and under Five Tons	0 4 6	0 1 0
Five Tons and under Six Tons	0 5 0	0 1 2

For Cranes lifting up to Ten Tons.

	For the first Lift. £ s. d.	For each succeeding Lift. £ s. d.
Under Six Tons	0 5 0	0 2 6
Six Tons and under Seven Tons	0 10 0	0 5 0
Seven Tons and under Ten Tons	1 0 0	0 10 0

For Cranes lifting Ten Tons and upwards.

	For each Lift. £ s. d.
Ten Tons and under Fifteen Tons	1 10 0
Fifteen Tons and under Twenty Tons	2 10 0
Twenty Tons and under Twenty-five Tons	5 0 0
Twenty-five Tons and under Thirty Tons	10 0 0
Thirty Tons and under Thirty-five Tons	12 10 0
Thirty-five Tons and under Forty Tons	15 0 0
Forty Tons and under Forty-five Tons	17 10 0
Forty-five Tons and under Fifty Tons	20 0 0

Fifty Tons and upwards, any Sum the Undertakers think fit to demand.

The Labour to be done by the Parties requiring the Use of the Cranes.

In addition to the above Rates for Cranes, Sixpence *per* Hour to be paid for Wages to Craneman attending while the Crane is in use.

FOR STEAM CRANES LIFTING UP TO SIX TONS.

	For the first Lift. £	s.	d.	For each succeeding Lift. £	s.	d.
Under One Ton - - - - -	0	3	0	0	0	6
One Ton and under Two Tons - - -	0	3	6	0	0	8
Two Tons and under Three Tons - - -	0	4	0	0	0	10
Three Tons and under Four Tons - - -	0	4	6	0	1	0
Four Tons and under Five Tons - - -	0	5	0	0	1	2
Five Tons and under Six Tons - - -	0	5	6	0	1	4

RATES FOR THE USE OF SHEARLEGS.

FOR GETTING OUT, LANDING, LIFTING, OR SHIPPING BOILERS OR HEAVY MACHINERY, ENGINES, &c.

	For each Lift. £	s.	d.
Under Five Tons Weight - - - - - -		10	0
Five Tons and under Ten Tons - - - - -	1	0	0
Ten Tons and under Fifteen Tons - - - - -	1	10	0
Fifteen Tons and under Twenty Tons - - - -	2	10	0
Twenty Tons and under Twenty-five Tons - - - -	5	0	0
Twenty-five Tons and under Thirty Tons - - - -	10	0	0
Thirty Tons and under Thirty-five Tons - - - -	12	10	0
Thirty-five Tons and under Forty Tons - - - -	15	0	0
Forty Tons and under Forty-five Tons - - - -	17	10	0
Forty-five Tons and under Fifty Tons - - - -	20	0	0
Fifty Tons and upwards, any Sum the Undertakers think fit to demand.			

FOR MASTING OR DISMASTING VESSELS AND FOR BOWSPRITS.

	For each Lift. £	s.	d.
For Vessels under Three hundred Tons Register - - -	1	0	0
For Vessels of Three hundred Tons Register and under Five hundred Tons - - - - - - - -	1	10	0
For Vessels of Five hundred Tons Register and under One thousand Tons - - - - - - - - -	2	0	0
For Vessels of One thousand Tons Register and under One thousand five hundred Tons - - - - -	3	0	0
For Vessels of One thousand five hundred Tons Register and upwards - - - - - - -	4	0	0

FOR

FOR PUTTING ON AND TAKING OFF TOPS.

	For each Lift. £	s.	d.
For Vessels under Three hundred Tons Register - - -	0	5	0
For Vessels of Three hundred Tons Register and under Five hundred Tons - - - - - -	0	7	6
For Vessels of Five hundred Tons Register and under One thousand Tons - - - - -	0	10	0
For Vessels of One thousand Tons Register and under One thousand five hundred Tons - - - - - -	0	12	6
For Vessels of One thousand five hundred Tons Register and upwards - - - - - - -	0	15	0

The Undertakers to provide Men to work the Shearlegs but not the Slings, nor are they to undertake the Slinging in masting or dismasting, nor to be responsible for Accidents occurring during the Use of the Shearlegs.

Masts after being landed to be placed so as not to interfere with the working of the Shearlegs, and to be removed from the Dock Quay within Twenty-four Hours after being landed.

The FIFTH SCHEDULE referred to in the foregoing Act.

Rates for the Discharge, Removal, and Deposit of Ballast.

Register Tonnage of Vessels from which the Ballast is discharged.	Rates per Ton on the Quantity of Ballast. £	s.	d.
Under One hundred Tons	0	0	6
One hundred Tons and under Two hundred Tons	0	0	8
Two hundred Tons and under Four hundred Tons	0	0	9
Four hundred Tons and under Six hundred Tons	0	0	10
Six hundred Tons and under Eight hundred Tons	0	0	11
Eight hundred Tons and under One thousand Tons	0	0	12
One thousand Tons and upwards	0	0	13

Additional Rates.

For the Use of Barges, if required, 4*d.* per Ton on the Quantity discharged. For discharging Ballast by Night, 3*d.* per Ton on the Quantity so discharged. For trimming Ballast to within Fifteen Feet of any Hatchway from which the Ballast is to be discharged, 2*d.* per Ton; or the Captain may employ his Crew for this Purpose.

The SIXTH SCHEDULE referred to in the foregoing Act.

MASTER OF THE ROLLS.

Monday the 2nd Day of August in the 22nd Year of the Reign of Her Majesty Queen Victoria, 1858.

Between The Taff Vale Railway Company - - Plaintiffs
John Boyle and Charles Stuart (out of the Jurisdiction) - - - - - Defendants.

Upon Motion this Day made unto the Right Honourable the Master of the Rolls by Mr. Palmer and Mr. Karslake of Counsel for the Plaintiffs, and upon hearing Mr. Selwyn and Mr. Simpson of Counsel for the Defendants: And upon reading an Order dated the 19th Day of August 1852 made in a Suit in which the said Taff Vale Railway are Plaintiffs and Onesiphorus Tyndall Bruce and John Boyle are Defendants, an Affidavit of George Fisher filed the 1st Day of June 1858, a further Affidavit of the said George Fisher filed the 2nd Day of June 1858, and the Exhibit marked A therein referred to, an Affidavit of John Hawkshaw filed the 9th Day of June 1858, an Affidavit of James Poole filed the 9th Day of June 1858, an Affidavit of Thomas Powell filed the 9th Day of June 1858, an Affidavit of George Fisher and William Done Bushell filed the 10th Day of June 1858, and the Exhibit marked G therein referred to, an Affidavit of Benjamin Matthews filed the 10th Day of June 1858, and the Exhibit marked M therein referred to, an Affidavit of the Defendant John Boyle filed the 8th Day of June 1858, an Affidavit of the Defendant John Boyle filed the 12th Day of June 1858, an Affidavit of Thomas Collingdon filed the 8th Day of June 1858, and the Exhibits A and C therein referred to, an Affidavit of John Plews filed the 8th Day of June 1858, an Affidavit of William Southern Clark filed the 2nd day of June 1858, and the Exhibit B therein referred to, an Affidavit of William Southern Clark filed the 8th Day of June 1858 and the Exhibits marked A and B therein referred to, another Affidavit of the said William Southern Clark filed the 12th Day of June 1858, an Affidavit of William Charles Luard filed the 2nd Day of June 1858;

His Honour doth by Consent order that the Defendants John Boyle and Charles Stuart do on or before the 30th Day of August 1858 pay to the Plaintiffs the Taff Vale Railway Company the Sum of 300*l.* as and for the Costs of this Suit and of the Suit to which this is supplemental instituted on the 16th Day of August 1852.

And the Plaintiffs by their Counsel consenting his Honour doth order that the Plaintiffs do surrender to the Defendants John Boyle and Charles Stuart the Liberty, Power, and Authority granted to the said Plaintiffs the said Taff Vale Railway Company by the Indenture dated the 1st Day of December 1849 in the Pleadings mentioned, for the said Plaintiffs, by their Successors, and their Agents, Servants, and Workmen, and all other Persons unloading Vessels at the Wharfs or Quays, by the said Indenture demised to enter into and upon the Piece of Land delineated in the Map or Plan indorsed on or annexed to the said Indenture and therein coloured Green, and the Land lying to the Eastward thereof, and also by the said Indenture appropriated for the deposit of Ballast,

and

and upon such Land to discharge, unload, and deposit all or any of the Ballast which from Time to Time should be unshipped at any of the Wharfs or Quays for the Time being belonging to or held by the Plaintiffs on the Bute Ship Canal.

And the Defendants the said John Boyle and Charles Stuart by their Counsel consenting, it is ordered, that the said Defendants do, in consideration of such Surrender as aforesaid henceforth during the Residue of the Term of 250 Years granted by the said Indenture, receive in their Waggons as herein-after mentioned from the Plaintiffs, their Agents, Servants, and Workmen, and all such other Persons as aforesaid, all such Ballast from the West Dock as they may from Time to Time during the said Term of 250 Years deliver to the Defendants on or at the Piece of Ground coloured Yellow in the said Rider annexed to the Plan marked A referred to in the Affidavit of George Fisher, sworn in this Cause on the 1st Day of June 1858, which Rider is signed by the Solicitors to the Plaintiffs and Defendants.

And the said Defendants by their Counsel also further consenting, it is ordered, that they the said Defendants do 3 Months before the Commencement of the permanent Arrangement after mentioned at their own Expense lay down on the said Piece of Ground coloured Yellow as aforesaid proper and sufficient Lines of Way upon the Level of the Quays of the West Dock, which Lines shall be capable of holding not less than 40 full and 40 empty Waggons, and shall be made in connexion with and in continuation of the Lines which are to be made as herein-after is mentioned on the Piece of Ground coloured Brown on the said Rider annexed to the said Plan marked A.

And the Plaintiffs consenting, it is ordered, that they the Plaintiffs do (when necessary to carry out the aforesaid permanent Arrangement) make on the said Piece of Ground coloured Brown as aforesaid such Alterations as shall be necessary in their Staging and Ballast Cranes, and do lay down Lines of Way upon the Level of the said Quays on the Land coloured Brown at the said West Dock.

And the Defendants consenting, it is ordered, that they do on Demand pay to the Plaintiffs such Sum of Money, not exceeding 300*l.*, as the said Plaintiffs shall expend on such Alterations as aforesaid in their Staging and Ballast Cranes

And the said Defendants by their Counsel also consenting, it is ordered, that if at any Time during the Residue of the said Term it shall happen through their Neglect or Default that there shall not be on the said Piece of Ground coloured Yellow on the said Plan marked A or elsewhere in the Custody of the Plaintiffs 20 empty Waggons belonging to the Defendants, the Defendants do on Demand pay to the Plaintiffs the Sum of 50*l.* for liquidated Damages, and not by way of Penalty, for every Hour during which there shall not through such Neglect or Default as aforesaid be at least 20 empty Waggons belonging to the Defendants on the said Piece of Ground coloured Yellow, or elsewhere in the Custody of the Plaintiffs.

And further, the said Defendants in like Manner consenting, it is ordered, that if at any Time during the said Residue of the said Term it shall happen through the Defendants Neglect or Default that there shall not be on the said Piece of Ground coloured Yellow unoccupied Lines of Way sufficient to hold 20 loaded Waggons, the Defendants do on Demand pay to the Plaintiffs the Sum of 50*l.* for liquidated Damages, and not by way of Penalty, for every Hour

Hour during which there shall not through such Neglect or Default as aforesaid be on the said Piece of Land coloured Yellow unoccupied Lines of Way sufficient to hold at least 20 loaded Waggons.

But it is ordered, that the Plaintiffs are not to be at liberty to claim or to be entitled to recover Damages for more than 24 Hours of any such Default as aforesaid, of which Default they shall not give or have given Notice in Writing to the Defendants, such Notice to be given to the Dock-master of the Defendants for the Time being, or left at the Dock Office or other Office (if any) for conducting the Business of the new Works to be carried on or conducted under this Order.

And it is also ordered, that the Defendants be at liberty at any Time within One Month after Demand by the Plaintiffs of any Sum of Money, hereinbefore made payable for liquidated Damages, or on the Seal or Motion Day next after the Expiration of such Month, to apply to his Honour to reduce the Amount of such Damages, in case his Honour shall think fit so to do.

And it is ordered, that if no such Application shall be made, or if his Honour shall not think fit to reduce such Damages, the same and the Amount of Damages incurred to be shown by Affidavit, his Honour doth order that Execution do issue against the Lands, Tenements, and Hereditaments, Goods and Effects of the Marquis of Bute in the Pleadings named for the Amount thereof, under this Order.

And his Honour doth declare, that both Parties are to be bound by the Order to be made by this Court on such Application, subject, nevertheless, to the Right of either Party to appeal therefrom in case they shall think fit so to do.

And it is further ordered, that if the Defendants shall at any Time during the said Residue of the said Term make Default in receiving from the Plaintiffs, their Servants, Agents, or Workmen, or any other Person unloading Vessels at the Wharfs or Quays aforesaid, any such Ballast as aforesaid for the Space of 48 Hours, or shall make Default for the like Space of 48 Hours in providing and keeping in manner aforesaid at least 20 empty Waggons belonging to the Defendants on the said Piece of Ground coloured Brown, or in having and keeping on the said Piece of Ground coloured Yellow unoccupied Lines of Way sufficient to hold at least 20 loaded Waggons, the Plaintiffs and their Successors and Assigns shall be at liberty, so often as such Default shall so happen, after giving in manner aforesaid 24 Hours Notice in Writing of their Intention so to do, to enter upon the whole or any Part of the said Piece of Land coloured Green on the Map or Plan annexed to the said Indenture of the 1st Day of December 1849, or of the Remainder of the Ballast Ground to the Eastward of the same Piece of Land (which further Ballast Ground is described in the same Indenture), for the Purpose of making One or more convenient Access or Accesses to the East Dock belonging to the Defendants from the Plaintiffs Ballast Cranes, and by means of the said Access or Accesses into the said East Dock to discharge, unload, and deposit any Ballast which may be unshipped at any of the Wharfs or Quays for the Time being belonging to or held by the Plaintiffs on the said Bute Ship Canal; and for the Purpose of discharging, unloading, or depositing any such Ballast, the Plaintiffs are to remove any Erection, Embankment, Earthwork, or other Work, Matter, or Thing which may for the Time being be on the said Piece of Ground coloured Green, or such Remainder as aforesaid of the said Ballast Ground.

And it is ordered, that such Right of Entry as aforesaid shall be in addition to and shall not in any way prejudice the Plaintiffs Right to such liquidated Damages as aforesaid, subject to Reduction by his Honour, nor to such Execution as aforesaid.

And it is ordered, that a proper Deed be executed in Duplicate at the Costs of the Defendants for the Purpose of carrying into effect the Directions contained in this Order, such Deed to be settled by the Judge to whose Court this Cause is attached, in case the Parties differ about the same.

And it is ordered, that the several Undertakings and Orders herein contained or made shall come into operation on the 1st Day of August 1861, or 2 Months before the South End of the Land coloured Green is filled up, or Two Months before the Defendants shall have given Notice that no more Ballast is to be tipped thereon, and that in the meantime such Ballast shall be discharged, unloaded, and deposited by the Plaintiffs in such Manner and at such Place or Places and on such Terms as are expressed and contained in a Memorandum dated the 20th Day of July 1858, and signed by James Walker and John Hawkshaw herein-after mentioned, or in such other Manner or on such other Terms as the said James Walker and John Hawkshaw as such Arbitrators as after mentioned, or either of them acting ex parte in manner herein-after provided, or Sir Thomas Phillips as such Umpire as herein-after mentioned, or any such other Arbitrators or Arbitrator or Umpire as herein-after mentioned, shall from Time to Time determine, but so that such Discharge shall only be in the same Part of the Land coloured Green.

And with respect to the Settlement of all Questions which shall arise between the Plaintiffs, their Successors or Assigns (who are herein treated as one Party), and the Defendants, their Executors, Administrators, or Assigns (who are herein treated as the other Party), with respect to the Deposit of Ballast or otherwise in relation to any of the Matters referred to in the Bill in this Cause or in this Order, and his Honour doth also order that all such Questions as aforesaid shall until the 1st Day of August 1861, or until such earlier Day on which the said permanent Arrangement shall come into full Operation as aforesaid, be determined by the said Mr. Hawkshaw as the Arbitrator appointed on behalf of the Plaintiffs, and the said Mr. Walker as the Arbitrator appointed on behalf of the said Defendants, or in case the said Mr. Hawkshaw and Mr. Walker shall disagree, then by the said Sir Thomas Phillips as their Umpire, and that either of them the said Mr. Hawkshaw and Mr. Walker shall forthwith or as soon as conveniently may be after Notice in Writing from the other of them proceed to consider and determine any such Question as aforesaid, and that in case either of them shall for the Space of 14 Days after Notice in Writing from the other of them refuse or neglect to act, such Question shall be determined in the first instance by the said Umpire, whose Decision shall be final.

And it is ordered, that if the said Mr. Hawkshaw and Mr. Walker or either of them shall die or decline or become incapable to act, and any such Questions as aforesaid shall arise between the said Parties, Two other Persons or another Person, as the Case may be, shall be appointed in Writing by the said Parties respectively, or by the Party whose Arbitrator shall so die or decline or become incapable to act as aforesaid; and if either Party for the Space of 14 Days after Notice in Writing from the other Party so to do shall fail to appoint an Arbitrator, the remaining or other Arbitrator may proceed ex parte, and every Arbitrator so appointed as aforesaid and every Umpire appointed as herein-after

is provided, shall have the same Powers and Authorities as were respectively vested in the Arbitrator or Umpire to whose Place he shall succeed.

And it is ordered, that the said Sir Thomas Phillips shall continue to be Umpire in case of any such Appointment of new Arbitrators or a new Arbitrator as aforesaid.

But that if the said Sir Thomas Phillips shall die or decline or become incapable to act as Umpire, the Arbitrators for the Time being, in case there shall be more than One, shall appoint an Umpire by Writing under their Hands, and the Decision of the said Sir Thomas Phillips or of any such other Umpire as aforesaid on the Matters aforesaid referred to him shall be final.

And it is ordered, that in case any Arbitrator shall refuse or shall for 14 Days after the Request in Writing of either Party neglect to concur in appointing an Umpire, it shall be lawful for the Party whose Arbitrator shall not be in default to apply to this Court for the Appointment of an Umpire. And it is ordered, that the Costs of and incident to any such Arbitration as aforesaid shall be determined by the Arbitrators or their Umpire, or by the Arbitrator acting ex parte, as herein-before is provided.

And it is ordered, that no Award which may be made by them or him shall be set aside for Irregularity or Error in point of form. And it is ordered, that the Award to be made under this Order to be observed and performed by all Parties thereto according to the Tenor and true Meaning thereof.

And it is ordered, that all further Proceedings in this Cause except such Proceedings, if any, as may be necessary for carrying into effect this Order be stayed. And any of the Parties are to be at liberty to apply to this Court as they may be advised.

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