ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. ciii.

An Act to confer further Powers upon the *Llanelly* Railway and Dock Company. [29th *June* 1863.]

WHEREAS "The *Llanelly* Railway and Dock Company" (who are in this Act referred to as the Company) have had various Powers conferred upon them by "*Llanelly* Railway (new Lines) Act, 1861," and "*Llanelly* Railway and Dock Act, 1862," which Acts are in this Act respectively referred to as the Act of 1861 and the Act of 1862: And whereas by the Act of 1861 the Company were empowered to make certain new Lines of Railway, namely, a Railway No. 1. and a Branch Railway, No. 2. referred to the said Act as "the *Swansea* Lines," and a Railway, No. 3. which is referred to in that Act as "the *Carmarthen* Line," and by that Act the Undertaking of the Company is divided into Three, "the original Undertaking," "the *Swansea* Lines Undertaking," and "the *Carmarthen* Line Undertaking," and the Capital of the Company with respect to each such Undertaking is directed to be kept separate, subject to Amalgamation in certain Events as by the said Act (Section 70) provided: And whereas by the Act of 1862 the Company were authorized to make a Deviation in No. 1. (*Swansea* Lines) and in No. 3. (*Carmarthen* Line), and to construct a new Railway No. 6. and other Works to form Part of the *Swansea* Lines Undertaking, and also another Railway No. 8. which was to be Part of the *Carmarthen* Line Undertaking: And whereas Part of No. 1.

24 & 25 Vict. c. ccxvii.
25 & 26 Vict. c. clxi.

(*Swansea* Lines), authorized by the Act of 1861 but altered by the Act of 1862, would pass near to and in front of the *Swansea* Infirmary but without touching any Part of the Land belonging thereto, and the Company desire to abandon the Construction of this Portion of their Undertaking, and instead thereof to make a new Line from No. 1. (*Swansea* Lines) to the High Level Railway of the *Swansea* Harbour Trustees, with a Branch to the South Dock of the said Trustees, in the Town of *Swansea*: And whereas the new Line of Railway will traverse certain small outlying Portions of Land, and an Occupation Road used partly in connexion with the said Infirmary, but the said Infirmary will be much less injuriously affected, if at all, by the said new Line than by the authorized Line, and it is reasonable that in respect of such Lands and Road the Company should not be required under the 92d Section of "The Lands Clauses Consolidation Act, 1845," to take the said Infirmary: And whereas the Company desire to make a Deviation in a Portion of No. 3. (*Carmarthen* Line), not abandoned under the Powers of the Act of 1862, and also in a Portion of No. 7. (*Carmarthen* Line) authorized by the said last-mentioned Act: And whereas it is expedient that the Company should be empowered to make the said Deviations, and that they should have Power to abandon not only such Parts of their authorized Undertakings as will be rendered unnecessary by the making of the Deviations but also the Railways and Portions of Railway herein-after referred to: And whereas the Act of 1861 does not authorize the Company to cross certain Roads on the Level, and the Company must carry their Railways either under or over such Roads by Bridges, but this Mode of constructing their Railways would involve the Company in a needless Expense, and would render necessary the Purchase of a large Amount of valuable Property and Buildings, and would be prejudicial to the Public using the said Roads, and the Traffic of these Roads being unimportant it is expedient that, subject to the Provisions of this Act, the Company should be permitted to cross such Roads on the Level: And whereas Plans and Sections of the Works by this Act authorized showing the Lines and Levels thereof, and Plans showing the Lands and other Property which will or may be required in crossing some of the before-mentioned Roads, with Books of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands in or through which the Works will be made or pass, have been deposited with the respective Clerks of the Peace for the Counties of *Carmarthen* and *Glamorgan*: And whereas the existing Railways of the Company are on the Narrow Gauge, and it is expedient that the Company should be authorized to lay down the Mixed Gauge upon any Part of their Undertakings, so that the Traffic thereof may be worked without a Break of Gauge in connexion with the *South Wales* Railway, or any other Broad Gauge Railway in the District: And whereas by the Act of 1861 the Share Capital of the Company is divided into Three separate Capitals; namely, Three hundred

and

and sixty-four thousand Pounds for the Company's original Undertaking, One hundred and fifty-five thousand Pounds for the Company's *Swansea* Lines Undertaking, and One hundred and fifteen thousand Pounds for the Company's *Carmarthen* Line Undertaking, but by the Act of 1862 the said Sum of One hundred and fifty-five thousand Pounds is increased by Eleven thousand Pounds, and the said Sum of One hundred and fifteen thousand Pounds by Fourteen thousand Pounds: And whereas it is expedient that the Company should be authorized to raise further Capital for the Purposes by this Act authorized, and that some of the Powers of their existing Acts should be amended: And whereas it is expedient that the Powers herein-after contained should be conferred upon certain Companies, and the *Swansea* Harbour Trustees with respect to the Undertaking of the Company, but inasmuch as the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

1. "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

"The Railways."

2. In this Act the Words "the Railways" shall mean the new Lines of Railway and the Works connected therewith respectively by this Act authorized to be constructed.

Power to make Railways according to deposited Plans.

3. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways herein-after described, with all proper Works, Sidings, Approaches and Stations in the Lines and upon the Lands delineated on the said Plans, and described in the said Books of Reference and according to the Levels described on the said Sections, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Company exempted from Sect. 92. of 8 & 9 Vict. c. 18. as regards Swansea Infirmary.

4. Notwithstanding anything in the 92nd Section of "The Lands Clauses Consolidation Act, 1845," contained, the Company shall not be required to purchase the *Swansea* Infirmary, although the Company shall for the Purposes and under the Powers of this Act purchase Lands occupied in connexion with such Infirmary.

5. The Railways hereby authorized are:

Describing new Lines of Railway.

1. A Deviation Railway No. 1. in the *Swansea* Lines to be wholly within the Parish of *Swansea* in the County of *Glamorgan*, to commence

mence from and out of Railway No. 1. (*Swansea* Lines), authorized by the Act of 1861, and to terminate by a Junction with the High Level Railway of the *Swansea* Harbour Trustees:

2. A Deviation Railway No. 2. in the *Swansea* Lines to be wholly within the said Parish of *Swansea*, to commence by a Junction with the Deviation Railway No. 1. near the Occupation Road leading to the *Swansea* Infirmary and to terminate near to the South Dock of the *Swansea* Harbour Trustees:

3. A Deviation Railway in the *Carmarthen* Line to be wholly within the Parish of *Abergwili* in the County of *Carmarthen*, to commence from and out of the authorized Line of Railway No. 3. (the *Carmarthen* Line) and to terminate by a Junction with Railway No. 7. authorized by the Act of 1862.

New Lines to form Part of Swansea and Carmarthen Undertakings.

6. Deviation Railways Nos. 1. and 2. shall form Part of the Company's *Swansea* Lines Undertaking, and the before-mentioned Deviation in the *Carmarthen* Line shall form Part of the Company's *Carmarthen* Line Undertaking.

Company may also acquire Property for Road Bridges.

7. The Company may also enter upon, take, and use such of the Lands shown upon the said deposited Plans and mentioned in the said Books of Reference as they may require for the Purpose of constructing Bridges for carrying any of the Roads shown upon such Plans over the Railways of the Company.

Power to alter Engineering Works.

8. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained the Company in the Construction of the Railways may deviate from the Lines and Levels of any Arches, Tunnels, or Viaducts described on the said Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on the said Plans and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on the said Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon; provided, that every such Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided, that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

9. Subject

Power to construct certain Lines across Roads on the Level.

9. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," it shall be lawful for the Company in the Construction of the Railways authorized by the Act of 1861 to carry the same across and upon the Level of the public Roads numbered on the deposited Plans referred to in that Act as follows; (that is to say,)

Number on Plans referred to in Act of 1861.	Parish.	Description of Road.
17	Llandilo Talybont - -	Turnpike Road.
105	Ditto - - -	Parish Road.
31	Loughor - - -	Ditto.
128	Ditto - - -	Ditto.
20	Llandeilo faur - -	Turnpike Road.
5	Llangathen - - -	Ditto.
34 *a*	Ditto - - - -	Ditto.

but no more than a Single Line of Railway shall be laid down on any such level Crossing so long as the Railway consists of a Single Line of Railway, and in no Case shall more than a Double Line of Railway be laid down on any such level Crossing.

Not to shunt Trains over level Crossings.

10. It shall not be lawful for the Company in shunting Trains to pass any Trains over any such level Crossing or to allow any Train, Engine, Carriage, or Truck to stand across the same.

Company to erect Lodge where the Roads crossed on the Level.

11. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Points where the before-mentioned Roads shall be crossed on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level or with regard to the Speed at which Trains shall pass such Roads as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect and at all Times maintain any such Lodge or to appoint a proper Person to watch or superintend the Crossing at any such Point, or to abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges instead of level Crossings.

12. The Board of Trade (if it shall appear to them necessary for the Public Safety or Convenience at any Time either before or after the Railways crossing such Roads shall have been completed and open for public Traffic) may require the Company within such Time as the Board shall direct and at the Expense of the Company to carry any of the said Roads either under or over the Railways by means of a Bridge or Arch instead of crossing the same on a Level or to execute such other Works as under the Circumstances of the Case shall appear to the said

Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

For preserving Access to Water.

13. Where the Railway cuts off or will cut off Access between the Land and Water the Company shall, during the Formation of the Railway and from Time to Time thereafter, make and for ever maintain and allow to be used by all Persons and at all Times free of Toll or other Charge all such Footways and Carriageways over, under, or across the Railway or on a Level therewith as the Board of Trade shall at any Time or from Time to Time require, such Requirement to be signified in Writing under the Hand of the Secretary of the Board of Trade: Provided always, that the Company shall not be required to make such Footways or Carriageways in such a Manner as would prevent or obstruct the working or using of the Railway, nor to make any such Footways or Carriageways over any Lands for the Use of Owners and Occupiers who shall have agreed to receive and shall have been paid Compensation for the Severance of such Lands from the Shore: Provided also, that the Expense of making and maintaining any such Footways or Carriageways as may be required to be made after the Construction of the Line shall be defrayed by the Body or Persons interested in the Shore for whose Benefit or Convenience such Crossing shall be required; and if any such Carriageway be made across the Railway on the Level then the Manner of making and watching such level Crossing shall be subject to the Approval of the Board of Trade, and all Expenses attending the watching of any such level Crossing as may be required to be made after the Construction of the Line shall in like Manner be paid by the Body or Persons interested in the Shore for whose Benefit or Convenience such level Crossing shall have been made.

For preventing Deviation of certain Works without Consent of Board of Trade.

14. Where the Line skirts the Seashore the Railway and other Works shall not deviate Seawards from the continuous centre Line of the Railway marked on the Plan deposited at the Board of Trade, even within the Limits of Deviation marked on that Plan, without the previous Consent of the Board of Trade (signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board) or otherwise than in such Manner as may be mentioned in any such Consent: If any Deviation is made contrary to the Provisions of the present Section the Board of Trade may abate and remove the same or any Part thereof, and restore the Site thereof to its former Condition at the Expense of the Company; and the Amount of such Expense shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Junction with Swansea Harbour

15. Provided always, That the Junction of the Deviation Railway No. 1. by this Act authorized with the *Swansea Harbour* Railway shall not

not be made except at such Point between the Points respectively marked A. and B. on a Copy of the deposited Plan signed by *Richard Glascodine* and *Joshua Williams* as the *Vale of Neath* Railway Company shall by Writing under their Common Seal approve.

Railway to be at Point approved by Vale of Neath Railway Company.

16. The Company shall not take or use any of the Lands belonging to the *Vale of Neath* Railway Company or to the *Swansea and Neath* Railway Company, or demised or agreed to be demised to the *Vale of Neath* Railway Company by the *Swansea* Harbour Trustees, or any Rights, Easements, or Privileges in or affecting any of those Lands, without the previous Consent in Writing of the *Vale of Neath* Railway Company under their Common Seal; but the *Vale of Neath* Railway Company may and shall, at the Request of the Company, grant to them for the entire Duration of the Estate and Interest of the *Vale of Neath* Company therein an Easement or Right of using so much of their Lands, Parcel of the *Swansea Harbour* Railway, as is necessary for the making and Maintenance, subject to the Provisions of this Act, of the Junction between the Deviation Railway No. 1. by this Act authorized and the *Swansea Harbour* Railway.

Company not to take Land of Swansea Harbour Trustees or of the Vale of Neath Railway Company without Consent, but Right of forming Junction to be granted.

17. The Junction by this Act authorized of the Deviation Railway No. 1. with the *Swansea Harbour* Railway shall be effected by the *Vale of Neath* Railway Company within Three Months after Notice from the Company by means of Connexion Rails and Points of the Construction most approved and laid in the Manner most approved, and under the Superintendence and to the reasonable Satisfaction of the Engineer of the *Vale of Neath* Railway Company and of the Engineer of the Company; and all Alterations and Repairs thereof shall on every Occasion be made and done by the *Vale of Neath* Railway Company, under the like Superintendence and to the like Satisfaction, and all the Expenses of making, altering, and repairing the said Junction shall be paid by the Company: Provided always, that any Difference which shall arise between the said Engineers as to or with respect to the said Junction or the Amount of the before-mentioned Expenses shall be from Time to Time referred to and be settled by an Engineer to be appointed on the Application of either Company by the Board of Trade.

As to Junction with Swansea Harbour Railway.

18. The *Vale of Neath* Railway Company may from Time to Time, as well on their own Land as on the Land of the Company, erect such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the Junction, and the working and Management of such Signals and Conveniences, whether on the Land of the *Vale of Neath* Railway Company or on the Land of the Company, shall be under the exclusive Management and Regulation of the *Vale of Neath* Railway Company,

As to Signals, Watchmen &c.

and

and the Company from Time to Time shall pay to them their reasonable Expenses in that Behalf, and unless it be otherwise agreed shall pay the same half-yearly.

Company not to acquire certain Lands herein named.

19. The Company shall not under the Powers of this Act, or of the Act of 1862, acquire or use any Land lying North of the South Dock, and being also South-east of the *Swansea Harbour* Railway.

Power to Company to use the Swansea Harbour Railway.

20. Subject to the Byelaws and the reasonable Rules and Regulations from Time to Time of the *Vale of Neath* Railway Company in that Behalf the Company may during all the Estate and Interest of the *Vale of Neath* Railway Company therein pass over and use with their Engines, Carriages, and Waggons, and for the Purpose of conveying Passengers, Animals, Goods, and Minerals to and from the Deviation Railway No. 1. by this Act authorized from and to the North Dock of the *Swansea* Harbour Trustees, and from and to the Junction of the *Swansea Harbour* Railway with the *South Wales* Railway, and from and to the Junction of the *Swansea Harbour* Railway with the *Swansea and Neath* Railway, such Part as may be necessary of the Main Line of the *Swansea Harbour* Railway, paying to the *Vale of Neath* Railway Company by way of Toll for the Passage over and User of the same as follows; namely, in respect of all Coals at the Rate of One Penny Halfpenny *per* Ton, and of all other Goods and Minerals at the Rate of Twopence *per* Ton, a Fraction of a Quarter of a Ton being reckoned a Quarter of a Ton, and in respect of Passengers and Animals such a Toll as shall from Time to Time be agreed on between the Company and the *Vale of Neath* Railway Company, or as, failing Agreement, shall from Time to Time be settled by a Referee to be appointed on the Application of either Company by the Board of Trade.

Power to the Vale of Neath Company to use Railways of the Company.

21. Subject to the Byelaws and the reasonable Rules and Regulations from Time to Time of the Company in that Behalf the *Vale of Neath* Railway Company may during all their Estate and Interest in the *Swansea Harbour* Railway pass over and use with their Engines, Carriages, and Waggons, and for the Purpose of conveying Passengers, Animals, Goods, and Minerals to and from the *Swansea Harbour* Railway, from and to the South Dock of the *Swansea* Harbour Trustees, and from and to any Point on the Portions of Railway next herein-after mentioned, such Part of the Main Line of the Deviation Railway No. 1. by this Act authorized as shall be situate East of the Point thereon marked Two Miles on the deposited Plans thereof and the Entirety of the Main Line of the Deviation Railway No. 2. by this Act authorized, paying to the Company by way of Toll for the Passage over and User of the same Portion of Railway and Railway as follows; namely,

In respect of all Coals at the Rate of One Penny Halfpenny *per* Ton, and of all other Goods and Minerals at the Rate of Twopence *per* Ton,

Ton, a Fraction of a Quarter of a Ton being reckoned a Quarter of a Ton; and,

In respect of Passengers and Animals such a Toll as shall from Time to Time be agreed on between the Company and the *Vale of Neath* Railway Company, or as, failing Agreement, shall from Time to Time be settled by a Referee to be appointed on the Application of either Company by the Board of Trade.

Vale of Neath Company to forward the Company's Traffic to the Swansea Vale Railway.

22. The *Vale of Neath* Railway Company shall from Time to Time forward, without Delay, between the Junction of the *Swansea Harbour* Railway with the *Swansea and Neath* Railway and the Junction of the last-mentioned Railway with the *Swansea Vale* Railway, and in Carriages of the Company, unless the Companies from Time to Time otherwise agree, all Passengers, Animals, Goods, and Minerals whatsoever coming from or destined for the Railways of the Company and requiring to pass to or from the *Swansea Vale* Railway, and the entire Charge in that Behalf, including Haulage, shall not in respect of Goods and Minerals exceed the Rate of Threepence *per* Ton, (a Fraction of a Quarter of a Ton being reckoned a Quarter of a Ton,) and shall in respect of Passengers and Animals be such as the Companies from Time to Time agree on, or as, failing Agreement, shall be from Time to Time settled by a Referee to be appointed on the Application of either Company by the Board of Trade.

The Vale of Neath Company to ship Company's Coal at their Tips on the same Terms as they ship South Wales Company's Coals.

23. The *Vale of Neath* Railway Company shall at their Drops or Tips from Time to Time, in connexion with the *Swansea Harbour* Railway on the South Dock of the *Swansea Harbour* Trustees, give in respect of Coal brought over the Railways of the Company for Shipment at that Dock (herein-after called *Llanelly* Coal) the same Facilities as they shall from Time to Time give in respect of Coal brought over the Railway o the *South Wales* Railway Company for Shipment there (herein-after called *South Wales* Coal), or as near thereto as may be, and the *Vale of Neath* Railway Company shall ship *Llanelly* Coal and *South Wales* Coal on the same Terms or as near thereto as may be; and if any Difference shall arise between the Company and the *Vale of Neath* Railway Company as to those Facilities or those Terms the same shall be settled by a Referee to be appointed on the Application of either Company by the Board of Trade.

For Protection of the Singleton Estate.

24. In respect of the Deviation Railway No. 1. by this Act authorized the Company shall conform to and observe the following Regulations, and shall execute the following Works in substitution for the Regulations and Works prescribed by the 34th Section of the recited Act of 1862, in respect to the Part by this Act authorized to be abandoned of the Railway No. 4. (*Swansea* Lines).

1. Between the Points marked on the deposited Plans as denoting Five Furlongs and One Mile and Five Furlongs they shall not deviate

deviate the Railway to the Southward of the Centre Line, and shall use any Land they may acquire between those Points only for the Construction of Through Lines of Railway.

2. They shall not at any Time hereafter construct between the Points aforesaid any Station or Siding, or use any Through Line between those Points as a Siding, without the previous Consent in Writing of the Owner for the Time being of the Estate in the Parish of *Swansea* known as the *Singleton* Estate.

3. They shall make, and at all Times thereafter maintain, for the Use and Accommodation of the Owners and Occupiers for the Time being of the *Singleton* Estate, at such Places between the Points aforesaid, and in such Manner as shall within Twelve Months after the passing of this Act be prescribed by the said Owners, Two good and sufficient Roads or Ways for the Passage across the Railway of Horses, Carriages, and Cattle; and shall set up and at all Times maintain good and sufficient Gates across the said Roads or Ways on each Side of the said Railway, which Gates shall, subject to the Provisions of "The Railways Clauses Consolidation Act, 1845, be under the Control of the Owners and Occupiers for the Time being of the said Estate; and the Company shall also provide and maintain between the Points aforesaid Two Ways or Passages across the said Railway for the Use of Persons on Foot, one of which shall be opposite to the Old Lodge Entrance to the *Singleton* Estate and the other of which shall be opposite to the Road called the *New Road* leading to *Sketty Green*:

Provided, that nothing in this Clause contained shall in any way prejudice, alter, or affect any Rights, Titles, or Privileges which the Duke of *Beaufort* may have or claim to possess.

As to crossing of Oystermouth Railway.

25. The Deviation Railway No. 1. shall be carried over the *Oystermouth* Railway by means of a Flat Girder Bridge of a clear Width of not less than Eighteen Feet and of a clear Height of not less than Sixteen Feet throughout.

Extending to such Railway certain Provisions of 8 & 9 Vict. c. 20.

26. The Sections of "The Railways Clauses Consolidation Act, 1845," numbered respectively 63 and 64, relating to Works for screening Roads, shall extend and apply to the *Oystermouth* Railway or Tramroad, as if it were a Turnpike Road.

Certain Gates to be erected by Company.

27. A Footpath Gate shall be erected by the Company at the Second Furlong marked upon the deposited Plans of the Deviation Railway No. 1. upon each Side of that Railway.

Not to take any Part of Oystermouth Railway at particular Point.

28. Nothing in this Act contained shall enable the Company to take or enter upon any Portion of the *Oystermouth* Railway at the Point No. 139. marked on the deposited Plans.

29. The

Agreement with the Duke of Beaufort as set forth in Schedule confirmed.

29. The Agreement of the Tenth Day of *March* 1863, between the Most Noble *Henry Charles Fitzroy* Duke of *Beaufort* and the Company, set forth in the First Schedule to this Act, shall be and the same is hereby confirmed and made binding upon the said Duke and the Company respectively; and the said Duke and the Company are hereby authorized and empowered to carry the same into effect, and the said Duke to grant and the Company to accept the respective Leases therein mentioned upon the Terms and Conditions therein stated.

Certain Communications, &c., to be made in Swansea.

30. The following Communications, Bridges, or Works shall be constructed and subsequently maintained in good Order and Repair by the Company for the Use of the Public at the sole Cost of the Company, and, except in Cases where it is otherwise expressed herein, such Communications, Bridges, or Works shall be completed before the Railways by this Act authorized to be made are opened for public Traffic; (that is to say,)

An Archway shall be made under the Railway No. 1. on the South Side of *Brynmill Lane*, and the Height of such Archway shall not be less than Nine Feet and the Width thereof shall not be less than Ten Feet:

A Footbridge shall be made over the said Railway No. 1. on the South Side of *Gorse Lane* within Three Months after Notice in Writing under the Hand of the Town Clerk for the Time being of the Borough of *Swansea* requiring the Company to construct such Footbridge shall have been served upon the Company:

A level Crossing of the said Railway No. 1. shall be made at such Place near *Saint Helen's* as may be required by the Mayor, Aldermen, and Burgesses of the Borough of *Swansea* (in this Act called the Corporation), and the Company shall, at their own Expense, provide proper Persons to watch such level Crossing at all Times:

A Footbridge shall be made over the said Railway No. 1. near *Sea Beach Cottage* within Three Months after Notice in Writing under the Hand of the Town Clerk for the Time being of the Borough of *Swansea* requiring the Company to construct such Footbridge shall have been served upon the Company:

A Girder Bridge of not less than Fourteen Feet in Height and Forty Feet in Width shall be made near the Workhouse and the public Road leading from the *Oystermouth Road* shall be diverted and carried under the said Railway No. 1. by means of that Bridge:

The said Railway No. 1. shall be carried over the several Streets called respectively *Paxton Street*, *Sloane Street*, and *Bathurst Street* by means of Girder Bridges of which respectively the Span shall be not less than Forty Feet and the Height not less than Fourteen Feet:

The Railway No. 2. by this Act authorized shall be carried over the Road leading from the Infirmary to the South Docks by means of a Girder Bridge of not less than Forty Feet Span and of the greatest practicable Height:

Any Bridge by which the said Railway No. 2. may be carried across *Paxton Street* shall be a Girder Bridge of not less than Forty Feet Span and of the greatest practicable Height.

Works within the Borough of Swansea to be fenced, &c.

31. The Railways and Works of the Company within the Borough of *Swansea* shall be fenced off, and the Fences of such Railways and Works shall be subsequently maintained by the Company to the reasonable Satisfaction of the Surveyor for the Time being to the Corporation; and if any Dispute or Difference shall arise between the said Surveyor or Corporation and the Company with respect to such Fences or the Maintenance thereof or with respect to any Work or Thing required by the last preceding Section of this Act to be done by the Company every such Dispute or Difference shall be referred to the Board of Trade, and the Decision of the said Board on any Matter so referred to them shall be conclusive and binding both upon the Company and upon the Corporation.

Company not to take Lands of the Swansea Harbour Trustees other than for Main Lines, except by Agreement.

32. The Company shall not take or use any of the Lands belonging to the *Swansea* Harbour Trustees, or take or use any Right, Easement, or Privilege in or affecting any of those Lands further or otherwise than is necessary for the Construction of the Railways Nos. 1. and 2. by this Act authorized and for the convenient Junction and Intercommunication between the *Swansea Harbour* Railway and the Railway No. 1. by this Act authorized without, in every Case, the previous Consent of the Trustees in Writing under their Common Seal: Provided, that the Company may purchase and take by Agreement and the Trustees may, subject to the Estate and Interest of the *Vale of Neath* Railway Company therein, grant to the Company an Easement or Right of using for the general Purposes of carrying this Act into effect such Parts of the Lands of the Trustees shown on the deposited Plans and described in the deposited Books of Reference as are agreed upon between the Company and the Trustees and upon such Terms as are so agreed upon.

Point of Junction with Swansea Harbour Railway.

33. The Junction of the Railway No. 1. by this Act authorized with the *Swansea Harbour* Railway shall not (except with the previous Consent of the *Swansea* Harbour Trustees in Writing under their Common Seal) be at a Point Westward of the Point of Junction shown on the deposited Plans.

34. In

Company to observe certain Conditions in respect to Railway No. 1.

34. In respect of the Railway No. 1. by this Act authorized the Company shall conform to and observe the following Regulations and shall execute the following Works; (that is to say,)

They shall make and at all Times maintain for the Use and Accommodation of the *Swansea* Harbour Trustees, and of all Persons and Bodies whatever, upon the Lands numbered 93, 97, and 98 on the deposited Plans, opposite to the Gasworks at such Places and in such Manner as shall within Three Months after the passing of this Act be prescribed by the Trustees, Two good and sufficient Roads or Ways of the respective Width of Forty Feet and Fifteen Feet under the Railway, each with a clear Headway of Fourteen Feet, to afford Communication between the Dock Estate and *Oystermouth Road*, which Roads or Ways shall be under the Control of the Trustees and their Officers in like Manner as any other Part of *Swansea* Harbour, and shall permit the Trustees to lay, maintain, and use Rails, Pipes, and other Conveniences along, upon, under, and across the Roads or Ways, but not so as to injure or prejudicially interfere with any of the Works of the Company.

Swansea Harbour Trustees may cross Railway No. 2. on a Level.

35. Whereas by "The *Swansea* Harbour Act, 1857," the *Swansea* Harbour Trustees were authorized to place, maintain, and use Rails, Turntables, and Conveniences connected therewith upon, along, and across the Carriage-road adjoining the Embankment of the South Docks: And whereas the Railway No. 2. by this Act authorized will intersect the Communication between the Lands of the Trustees and the Carriage-road: Therefore the Company shall permit the Trustees to construct all necessary Works under, over, or across the Railway for the Purpose of connecting the Railways of the Trustees with the Railway to be constructed on the Carriage-road, at such Places as the Trustees may reasonably require, and the Mode of crossing shall be determined by the respective Engineer of the Company and of the Trustees, or if those Engineers differ, then by a competent and impartial Civil Engineer to be, on the Application of the Company and the Trustees, or either of them, appointed by the Board of Trade.

Power to Harbour Trustees and other Railway Companies to use Railways Nos. 1. and 2.

36. The *Swansea* Harbour Trustees and every public Railway Company which shall from Time to Time be authorized to form a Junction with or possess Powers of running over the *Swansea Harbour* Railway may pass over and use with their Engines and Waggons or Trucks, and for the Purposes of conveying all Goods, Minerals, and other Things to and from the Docks and Works of the Trustees, all or any Part of the Main Line of Railway No. 2. and all or any Part of the Main Line of Railway No. 1. situate to the Eastward of a Point marked Two Miles on the deposited Plans and the Branches connected with the Company's Shipping Places, paying to the Company by way of Toll for the Passage over and User of the same One Penny Halfpenny *per* Ton in respect of

all Coal and Twopence *per* Ton in respect of all other Goods, Minerals, and other Things so conveyed thereon, and so in proportion for less than a Ton, but a Fraction of a Quarter of a Ton being reckoned a Quarter of a Ton, but no Toll shall be payable to the Company in respect of empty Waggons or Trucks having been employed or about to be employed in conveying Goods, Minerals, or other Things to or from *Swansea* Harbour and which are going thither or returning thence for the Purpose of or after such Employment.

Byelaws of Company to be observed.

37. The *Swansea* Harbour Trustees and every such Railway Company in passing over and using the Railways Nos. 1. and 2. shall at all Times observe all such Byelaws and such reasonable Rules and Regulations as are from Time to Time in force and applicable in that Behalf.

Agreement in Schedule confirmed.

38. The Agreement between the Company and the *Swansea* Harbour Trustees, of which a Copy is set forth in the Second Schedule to this Act annexed, is by this Act confirmed and made binding on the Parties thereto and their respective Assigns, and may and shall be carried into effect in accordance with the Terms and Intent thereof.

Railways as to Tolls to form Part of Company's Undertaking.

39. The Company may demand and receive for and in respect of the Railways the same Tolls and Charges as they are now authorized to receive in respect of their existing Undertaking.

Company to abandon certain Parts of Lines authorized by 24 & 25 Vict. c. ccxvii.

40. The Company may and shall abandon the Construction of the following Railways and Portions of Railway authorized by the Act of 1861:

So much of Railway No. 1. (*Swansea* Lines) lying to the Eastward of the Commencement of the before-mentioned Deviation Railway No. 1. as was not abandoned under the Act of 1862:

So much of Railway No. 2. as lies between the Western Boundary of the Tramroad in the Parish of *Llanrhidian*, numbered 101 on the deposited Plans referred to in the Act of 1861 and the authorized Western Termination of the said Railway:

So much of Railway No. 3. (*Carmarthen* Line) as lies between Eleven Miles Two Furlongs and Eleven Miles Four Furlongs as marked upon the said last-mentioned Plans:

Also the following Railways and Portion of Railway authorized by the Act of 1862; namely,

Railways Nos. 4 and 6 (*Swansea* Lines):

So much of Railway No. 7. (*Carmarthen* Line) as lies between the Commencement of that Railway and the Parish Boundary of the Parish of *Abergwili* in a Field numbered 63 on the deposited Plans referred to in the Act of 1862:

Railway No. 8. (*Carmarthen* Line).

41. In

Compensation to be made where Contracts have been entered into or Notice given.

41. In any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing or using any Lands which the Company were empowered to purchase for the Purpose of constructing the Railways and Portions of Railway so required to be abandoned as aforesaid the Company shall make to the Owners and Occupiers of and other Parties interested in such Lands, full Compensation for all Injury or Damage sustained by such Owners, Occupiers, and other Parties by reason of such Purchase not being completed pursuant to such Contract or such Notice, and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided, that the Authority hereby given for abandoning the said Railways and Portions of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Lines of Railway pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Power for compulsory Purchases limited.

42. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Railways.

43. The Railways shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railways, or otherwise in relation thereto, shall cease to be exercised except as to so much of the Railways as shall then be completed.

Penalty if Railways not completed.

44. If the Railways shall not be completed and opened for public Traffic at the Period herein-before prescribed the Company shall be liable to a Penalty at the Rate of Fifty Pounds for every Day after the said Period until such Railways shall be so completed and opened; and the said Penalty shall be deemed a Debt due to Her Majesty in right of Her Crown, and may be recovered accordingly: Provided always, that if the Company has been prevented from completing or opening the Railways or any of them by unforeseen Accident, or by Circumstances beyond their Control (of which Fact a Certificate under the Hand of the Secretary of the Board of Trade shall be the sole and conclusive Evidence), the Company shall not be liable to the Payment of the said Penalty in respect of the Period during which it shall be certified that they have been so prevented as aforesaid; but the Want

of

of sufficient Funds shall not be held to be Circumstances beyond their Control.

Lands for extraordinary Purposes.

45. In addition to the Lands which the Company are by this Act authorized to purchase compulsorily they from Time to Time by Agreement may purchase or acquire any Quantity of Land not exceeding Five Acres for the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845."

As to Gauge of Railways.

46. The Company may lay down the mixed Gauge upon any Part of the Railways which they are already or by this Act authorized to construct.

Power to Company to raise Money by new Shares or Stock.

47. The Company from Time to Time, with the Sanction of at least Three Fifths of the Votes of the Shareholders entitled to vote in the Matter present, in person or by proxy, at a General Meeting of the Company specially convened for the Purpose, may raise by the Creation and Issue of new Shares or Stock (in addition to the Sums of Money which they are authorized to raise) any Sums not exceeding the following; (that is to say,) One hundred and fourteen thousand Pounds in respect of and for the Purposes of their *Swansea* Lines Undertaking and Eight thousand Pounds in respect of and for the Purposes of their *Carmarthen* Line Undertaking.

New Shares or Stock to be of separate Capitals.

48. The new Shares or Stock from Time to Time created under this Act for raising the additional Capital by this Act authorized in respect of the *Swansea* Lines Undertaking shall be new Shares or Stock of the *Swansea* Lines Capital, and the new Shares or Stock from Time to Time created under this Act for raising the additional Capital by this Act authorized in respect of the *Carmarthen* Line Undertaking shall be new Shares or Stock of the *Carmarthen* Line Capital.

Power to cancel unissued new Shares or Stock.

49. If the Company after having created any new Shares or Stock determine not to issue the whole of the new Shares or Stock they may cancel the unissued Shares or Stock and from Time to Time thereafter create and issue instead thereof other Shares or Stock of like nominal Amount, but only of the separate Capital of which the cancelled Shares or Stock formed a Part.

Calls on new Shares.

50. The Company may as they from Time to Time think fit fix the Amounts and Times of Payments of the Calls on the new Shares.

New Shares or Stock to be offered to existing Shareholders.

51. The additional Capital which the Company from Time to Time issue under this Act shall be divided into Shares or Stock of such Amount as will, so far as the Company find convenient, admit of the same being apportioned among the Holders of the existing Shares or Stock of the Capital

Capital of the Company in respect of which the additional Capital is raised in proportion to the Amount of the existing Shares or Stock so held by them.

Manner of Offer.

52. Every such Offer of new Shares or Stock shall be made by Letter under the Hand of the Secretary or Treasurer of the Company given to every Shareholder entitled to the Offer, or sent by Post, addressed to him according to his Address in the Shareholders Address Book, or left for him at his usual or last known Place of Abode in *England*, and every such Offer made by Letter shall be deemed as made on the Day on which the Letter in due course of the Post ought to be delivered at the Place to which it is addressed.

Vesting of new Shares or Stock.

53. The new Shares or Stock so offered shall vest in and belong to the Shareholders accepting the same or their Nominees.

Disposal of unaccepted new Shares or Stock.

54. If any Shareholder fail for One Month after the Offer of new Shares or Stock to him to accept the same the Company may dispose of the unaccepted new Shares or Stock to any other Persons.

Enlargement of Time for accepting new Shares or Stock.

55. Provided, That when any Shareholder, from Absence abroad or other Cause satisfactory to the Directors, omits to signify within the Time by this Act limited his Acceptance of the new Shares or Stock offered to him, the Directors, if they think fit but not otherwise, may permit him to accept them notwithstanding the Time has elapsed.

General Disposal of new Shares or Stock.

56. Except as is by this Act provided with respect to offering new Shares or Stock to Holders of existing Shares or Stock the Company may from Time to Time dispose of the new Shares or Stock to such Persons, and on such Terms and Conditions, and in such Manner as the Company think most to their Advantage, but so nevertheless that not less than the full nominal Value of the Shares or Stock shall be paid when and as called up.

Power to borrow on Mortgage.

57. In addition to the Sums which the Company are already authorized to borrow they from Time to Time may borrow on Mortgage, with respect to the *Swansea* Lines Undertaking and with respect to the *Carmarthen* Line Undertaking respectively, any additional Sum of Money not exceeding One Third of the additional Capital which the Company may from Time to Time raise under the Powers of this Act in respect of and for the Purposes of their *Swansea* Lines Undertaking and *Carmarthen* Line Undertaking respectively, but no such Sum shall be borrowed until the whole of the additional Capital in respect of which such Borrowing Powers are respectively to be exercised is subscribed for or taken, and One Half thereof is paid up: Provided also, that no Money

shall be so borrowed by the Company in respect of either Undertaking until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the additional Capital in respect whereof the Borrowing Powers are to be exercised is subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Proofs having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Limit of Mortgages under Act.

58. The several Mortgages which the Company issue under this Act for securing Monies with respect to either of their Undertakings shall comprise only the Undertaking and the Tolls and Sums of Money arising or to arise from the Undertaking in respect whereof the Power to borrow is exercised and, if the Company so think fit, the Monies to be raised by future Calls on the Shares of the Capital of such Undertaking.

Priority of existing Mortgages.

59. Provided, That all Mortgages granted by the Company before the passing of this Act and then in force shall, while in force and in accordance with their respective Priorities among themselves and the Property comprised therein respectively, have Priority over all Mortgages granted by the Company under this Act.

Arrears may be enforced by Appointment of a Receiver.

60. The several Mortgagees of the Company under this Act in accordance with their respective Rights and Interests may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver with respect to each Class of Mortgages shall be not less than One Tenth of the Amount secured by such Mortgages.

Company may apply Funds to Purposes of Act.

61. The Company may apply for the Purposes of such of the Works by this Act authorized as relate to the *Swansea* Lines Undertaking of the Company any of the Monies which the Company are authorized to raise by the Act of 1861, or the Act of 1862, for the Purposes of the *Swansea* Lines Undertaking and not wanted for those Purposes, and the Company may apply for the Purposes of such Works by this Act authorized as relate to the *Carmarthen* Line Undertaking of the Company any of the Monies which the Company are by the said Acts of 1861 and 1862 authorized to raise for the Purposes of the *Carmarthen* Line Undertaking, and not wanted for those Purposes.

Application of Monies.

62. Subject to the Provisions of this Act, all Monies from Time to Time raised by the Company under this Act by Shares or Stock, or by borrowing,

borrowing, shall be applied to the Purposes of the Undertaking in respect of which the same respectively are raised or borrowed.

Parts of 8 & 9 Vict. c. 16. incorporated.

63. The Clauses and Provisions of "The Companies Clauses Consolidation Act 1845," "with respect to the Distribution of the Capital of the Company into Shares," "with respect to the Transfer or Transmission of Shares," "with respect to the Payment of Subscriptions and Means of enforcing the Payment of Calls," "with respect to the Forfeiture of Shares for Nonpayment of Calls," "with respect to the Remedies of Creditors of the Company against the Shareholders," "with respect to the borrowing of Money by the Company on Mortgage or Bond," "with respect to the Conversion of the borrowed Money into Capital," "with respect to the Consolidation of Shares into Stock," and "with respect to the affording Access to the Special Act," shall be incorporated with this Act, and shall apply to all Shares or Stock created, and to Mortgages granted and Money borrowed under the Powers of this Act.

Power to enter into Traffic Arrangements with other Companies.

64. The Company on the one hand, and the *South Wales* Railway Company and the *Vale of Neath* Railway Company, or either of those Companies, on the other hand, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The working, Management, Maintenance, and Repair of the Undertakings or any Part of the Undertakings of the Company, and the Collection, Conveyance, and Conduct of the Traffic thereof, and the Supply of any Rolling or Working Stock, or of any Officers or Servants required for such Purposes:

The fixing and levying of the Tolls, Rates, and Charges arising on the said Undertakings or any Part or Parts thereof:

The Division of the Receipts arising from the Traffic upon the said Undertakings, or any Part or Parts thereof, and the Payments to be made respectively by the Companies with respect to any of the Matters aforesaid.

Tolls during Contracts.

65. During the Continuance of any Contract or Agreement which may be entered into under the Authority of this Act, the Railways of the Companies Parties to such Agreement shall for the Purposes of Tolls and Charges be considered as One Railway, and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed, partly on any Railway of the Company and partly on the Railway of the working Company, for a less Distance than Four Miles, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers for each Mile, or Fraction of a Mile beyond Four Miles, Tolls and Charges as for One Mile only; and in respect of Animals, Minerals, and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles, Tolls and Charges as for a Quarter of a Mile only; and no other

Short Distance Charge shall be made for the Conveyance of Passengers, Animals, and Goods, or other Matters partly on any Railway of the Company and partly on the Railway of the working Company.

Conditions of Agreements.

66. All Agreements under this Act made between the Company on the one hand and any of the said other Companies on the other hand shall be subject to the Approval of the Board of Trade, and no such Agreements shall in any Manner increase or diminish, alter or affect, any of the Tolls, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized and entitled to demand or take from any Person; but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions and on Payment of the same Tolls and Charges as if the Agreement were not entered into.

Agreements to be first approved by Shareholders.

67. No such Agreement shall have any Operation or Effect unless it shall be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at Extraordinary Meetings of the respective Companies specially convened for the Purpose.

Agreements between Companies may be modified by Board of Trade.

68. It shall be lawful for the Board of Trade, if they think fit, at the Expiration of Ten Years from the making of any such Agreement under this Act, and on the Expiration of every Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised, and the Board of Trade shall have Power to modify the Terms and Conditions of any such Agreement in such Manner as the Board may think necessary, and to declare such Modification to be Part of such Agreement, and the same shall be read and take effect accordingly.

Public Notice at Expiration of Decennial Period.

69. The Company previously to the Expiration of each Decennial Period shall give such public Notice as the Board of Trade may prescribe, that the Board is about to enter on the said Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Saving existing Right to contract.

70. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from any Act now in force relating to the Company or from "The Railways Clauses Consolidation Act, 1845," or from the General Law.

Power to enter into Agreements as to Stations.

71. It shall be lawful for the Company on the one hand and the *Swansea* Harbour Trustees, the *Swansea and Neath* Railway Company, and the *Vale of Neath* Railway Company, or any or either of them, on the

the other hand to enter into Arrangements and Agreements with regard to the Construction, Maintenance, Management, and Use of joint or separate Stations, Sidings, and necessary Works connected therewith at or near where the Railways of the Company will join the Rails of the said Trustees or of either of the said other Companies, and as to the Cost of constructing and maintaining such Stations, Sidings, and necessary Works respectively.

As to Amount of Shares in Swansea and Carmarthen Capitals.

72. The *Swansea* Lines Capital and the *Carmarthen* Line Capital shall be respectively divided into Shares of Ten Pounds each.

Power to reduce the Number of Directors.

73. And whereas by the Act of 1862 the Number of Directors is declared to be Fifteen, Nine of whom were to be elected by the Holders of Stock and Shares of the Company's original Capital, Three by the Holders of Shares of the Company's *Swansea* Lines Capital, and Three by the Holders of Shares of the Company's *Carmarthen* Lines Capital, and it is expedient that the Number of the Directors should be reduced: Therefore it shall be lawful for the Company to reduce the Number of Directors to Twelve, Eight of whom shall be elected by Holders of Stock and Shares of the Company's original Capital, Two by the Holders of Shares of the Company's *Swansea* Lines Capital, and Two by the Holders of Shares of the Company's *Carmarthen* Lines Capital.

Interest not not to be paid on Calls paid up.

74. It shall not be lawful for the Company out of any Money by this Act or by any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

75. It shall not be lawful for the Company out of any Money by this Act authorized to be raised for the Purposes of such Act to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament now in force or hereafter to be in force may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or to execute any other Work or Undertaking.

Railways not exempt from Provisions of

76. Nothing herein contained shall be deemed or construed to exempt the Railways or the Company from the Provisions of any General Act relative to Railways or to the better or more impartial Audit of the Accounts

present and future General Acts.

Accounts of Railway Companies now in force, or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Short Title. Expenses of Act.

77. This Act may be cited as "The *Llanelly* Railway and Dock Act, 1863," and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

The

The FIRST SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the 10th Day of March 1863 between the Most Noble HENRY CHARLES FITZROY DUKE OF BEAUFORT of the One Part and the LLANELLY RAILWAY AND DOCK COMPANY, herein-after called the Company, of the other Part: Whereas the Company have presented a Petition to Parliament for an Act to be entitled an Act to confer further Powers upon the Llanelly Railway and Dock Company, whereby the Company seek to obtain Powers authorizing them to make and maintain, amongst others, the following Works; (that is to say,) a Deviation Railway No. 2. in the Swansea Lines to be wholly within the said Parish of Swansea, to commence by a Junction with the Deviation Railway No. 1. near the Occupation Road leading to the Swansea Infirmary and to terminate near to the South Dock of the Swansea Harbour Trustees: And whereas the said proposed Deviation Railway will, if constructed, run through or over certain Lands belonging to the said Lord Duke, or in which he is interested: And whereas by an Agreement under Seal dated the 12th Day of June 1857, and made between the Swansea Dock Company, therein-after and herein-after designated as the Dock Company, of the First Part, the said Lord Duke of the Second Part, and the Swansea Harbour Trustees (therein-after and herein-after designated as the Trustees) of the Third Part, and after reciting amongst other things a certain Indenture dated the 14th Day of May 1851, and made between the Swansea Dock Company of the First Part, the Most Noble Henry Duke of Beaufort of the Second Part, and Evan Morgan, Alexander Hamilton Earle, and Lewis Llewellyn Dillwyn of the Third Part, whereby it was witnessed that the Swansea Dock Company covenanted with the said Duke and the said Duke covenanted with the said Company amongst other things as follows; (that is to say,) the said Company should leave a Space of Ground on the South Side of the Main or large Dock to be constructed by them of the clear Width of at least 190 Feet between the Top of the South Quay Wall of the Dock and the Top of the Embankment to be made by the Company next the Seaside of the entire Length of the said Dock, whether the same should extend to the Point marked A. (therein referred to) or not, and the said Dock should not be constructed further towards the East than the Point marked B. (also therein referred to), and should under any Circumstances be at least of the Length of 950 Feet on the South Side, and that although it had been intended in the said Plan annexed to the now reciting Presents to leave, according to the Scale thereof, a sufficient Space to allow of the said clear Width of at least 190 Feet, and it was considered that such Space was left, still, if by any Accident the said Plan should be erroneous in that respect, or if from any unforeseen Circumstance that Width could not be obtained according to the proposed Construction of the said Dock, then and in that Case the Site of the said Dock should be shifted somewhat further Inland in order to secure that Width; that the said Piece of Land so to be left as aforesaid between the South Side

of

of the said Dock and the Top of the Embankment should be considered as divided into Three Sections or Widths by Lines drawn parallel to the South Side of the Dock, the Inner Section near the Dock being of the Width of 40 Feet, the Middle Section being of 120 Feet Width, and the Outer Section next the Sea of 30 Feet Width, of which the Inner Section should, until taken or purchased, as therein-after mentioned, and the Middle and Outer Sections should always, as between the said Duke and the said Company, be deemed and taken to be the Property of the said Duke, his Heirs and Assigns, and should not be interfered with by the said Company except as therein-after mentioned; that the said Duke, his Heirs and Assigns, should be at liberty upon the said Middle Section of Land before described to erect Warehouses, Sheds, or any other Buildings usually erected in the Neighbourhood of Docks, for the Use and Benefit of himself and his Servants and Tenants, the Company to have free Use of any Archways or Openings or Roads through the Warehouses to be at any Time built on the said Middle Section, that the said Duke, his Heirs and Assigns, and his and their Tenants, Servants, and Occupiers of the said Warehouses and Buildings so to be erected should at all Times during and after the Erection thereof have and enjoy free Access to and from the said Docks and other Works of the said Company, and to and from the said Warehouses and other Erections over and across the said Inner Section of Land, and all other Easements, Facilities, and Privileges, usual or necessary for the free Use and Enjoyment of the said Warehouses and other Erections, and of the Docks and Works in connexion therewith, in as ample and advantageous a Manner as the said Company, or the Tenants or Occupiers of any Warehouses or Erections near the said Dock, should enjoy any such Easements, Facilities, or Privileges, including among others the Right of erecting and using Cranes and other Machines upon the said Inner Section of Land, but not so as to interfere any further than might be necessary with the free Use by the said Company and their Successors of the said Inner Section of Land as a Common Way or Railway for the Carriage of Goods along the South Side of the said Dock, the said Duke, his Heirs and Assigns, being also at liberty to use the same for the like Purpose; that the said Company should be at liberty on the said Outer Section of Land, to lay down a Double Line of Tramroad, being the same Tramroad mentioned in Section 26 of the said "Swansea Dock Act, 1847," and the same when made should be freely used and enjoyed by the said Company, their Successors and Assigns, and by the said Duke, his Heirs and Assigns, and his and their Tenants, for the Carriage and Conveyance of Goods and Passengers with Engines and Carriages or otherwise, but not inconsistently with the said recited Acts; and the said Company should be at liberty to make the Carriageway mentioned in Section 24 of "The Swansea Dock Act, 1847," of the Width of Thirty Feet along the said Outer Section, and to throw open the same for the Use of the Public at large, but without Prejudice to the making thereon of the said Tramroad, but that none of the Provisions should affect or take away the Right of the said Duke, his Heirs and Assigns, to the Soil and Freehold of the said Outer Section, nor should the said Company take or purchase the same under any of their Powers without the Consent of the said Duke, his Heirs or Assigns; it was by the now stating Deed mutually agreed by and between the said Dock Company, the said Trustees, and the said Duke amongst other things, as follows: 14. That the said Trustees should have and be entitled to a public Carriage and Foot Road

Road and Right of Way, of the Breadth of Thirty Feet, along the Top of the Sea Embankment shown upon the Plan thereto annexed, extending from the Western Pier and terminating at the Old Beach Road opposite to the Street called Paxton Street delineated on the said Plan, and the said Road should be at all Times open and accessible to the Public, and should be maintained by the Trustees in all Time coming free from Obstruction (except as therein-after mentioned), and in good and sufficient Repair. 15. That the Trustees should continue the Road of the like Width of Thirty Feet along the Top of the existing Sea Slope and Embankment to the furthest Extent of any Ground to be made by the said Trustees to the Westward of the then present Deposits or Embankment by the Deposit of the additional Spoil and Ballast upon and along the Top of the Slope or Embankment of any such additional Ground, and such Road should be open to the Public in like Manner as the before-mentioned Road. 16. That it should be lawful for the Trustees to construct, lay, maintain, and use Rails upon, along, and across the said Carriage and Foot Road, and the Continuation thereof, together with all proper and necessary Turn-tables and Conveniences. 17. That the Trustees should form the said Thirty Feet Road, and any Continuation thereof, to the Height of Eight Feet above the Coping of the Half-tide Basin and Thirteen Acres Dock, and from the Inner or Northern Edge of the Road so form and dress the Surface of the Land so as to make it fall with a proper and convenient Inclination to the said Coping. 20. That the said Duke of Beaufort, his Heirs and Assigns, and his and their Servants and Tenants should, whether the said Middle Section of Land be built upon or left open, at all Times have and enjoy free Access to and from the said Docks and other Works of the said Trustees over and across the said Inner Section of Land, and all other Easements, Facilities, and Privileges usual or necessary for the free Use and Enjoyment of the said Middle Section, and of the said Docks and Erections in connexion therewith, in as ample and advantageous a Manner as the said Trustees, or the Tenants or Occupiers of any Warehouses or Erections near the Docks should enjoy any such Easements, Facilities, or Privileges, including among others the Right of erecting and using Cranes and other Machines upon the said Inner Section, but not so as to interfere any further than might be necessary with the free Use by the Trustees and their Servants of the said Inner Section as a common Way or Railway for the Carriage of Goods along the South Side of the said Docks, the said Duke, his Heirs and Assigns, and his and their Servants and Tenants being also at liberty to use the same for the like Purpose. 21. That the Trustees should not (except by Agreement with the said Lord Duke, his Heirs or Assigns,) purchase or acquire any Estate or Interest in the Site or Soil of the said Road along the Top of the Sea Embankment shown upon the Plan thereunto annexed, or upon that Portion of the Road leading off at Right Angles therefrom to Paxton Street aforesaid, or on the said Sea Slope and Embankment itself, but the same Road should remain the Property of the said Duke of Beaufort, subject however and without Prejudice to the Rights and Powers of the Trustees in that Behalf contained in the said Swansea Dock Act, 1847, and in the said Indenture of the 14th Day of May 1851, as modified by the now reciting Agreement, to construct, form, maintain, and use the same Road, and to construct and form the said Sea Slope and Embankment, and for sustaining the said Road as provided by the said last-mentioned Act and Indenture respectively; and the Trustees should have all

such Rights of Way to, from, and over the same Road and Embankment or the Site thereof, and the adjacent Sea Shore or Beach, and all such other incidental Powers, Privileges, and Easements upon and over the same Road and Sea Slope and Embankment respectively as might be necessary or proper for enabling them to form, construct, complete, amend, and maintain the same Road and Sea Slope: Provided always, that when the said Sea Slope and Embankments should become unnecessary for the Support and Sustainment of the said Road, whether by reason of gradual Accretion from the receding of the tidal Waters of the Bay of Swansea or from the Deposit of further Spoil Seaward, or from any other Causes, there should no longer be any Occasion for the Exercise of any such Rights of Way, or other incidental Powers, Privileges, and Easements over the Site of the said Sea Slope and Embankment, all such Rights of Way and other incidental Powers, Privileges, and Easements should absolutely cease and determine: And whereas it has been agreed between the said Lord Duke and the Company that if the Sanction of Parliament shall be obtained in the present Session of Parliament the said Lord Duke shall grant and the Company shall accept a Lease of the Lands and Hereditaments herein-after more particularly described, and all the Rights, Easements, Powers, and Privileges of the said Lord Duke over and upon the same respectively, and also over and upon the Piece or Parcel of Land in the herein-before recited Indenture of the 17th June 1857, described as the Inner Section, for the Purposes and upon and subject to the Terms, Conditions, and Reservations herein-after contained: Now these Presents witness that in pursuance of the said Agreement, and in consideration of the Premises, the Company for themselves and their Successors covenant with the said Lord Duke, his Heirs, and Assigns, and the said Lord Duke for himself, his Heirs, and Assigns hereby covenants with the Company and their Successors, as follows:

1. If the Sanction of Parliament shall be obtained in the present Session of Parliament for that Purpose, or a Clause inserted in the said Bill now pending in Parliament, ratifying and confirming this Agreement, the said Lord Duke will grant unto the said Company, their Successors and Assigns, and the Company will accept, first, a Lease of the Lands and Premises numbered 1 on the Plan hereunto annexed, and thereon coloured Pink, and containing 1 Acre 2 Roods and 31 Perches, more or less, situate at Swansea aforesaid (but subject to all existing Rights of Way over that Portion called the Outer Section), and all Rights, Easements, Powers, and Privileges of the said Lord Duke over and upon the same; and secondly, a Lease of the Lands and Premises No. 2 on the said Plan hereunto annexed and coloured thereon Blue, and containing 5 Acres and 13 Perches, more or less, also situate at Swansea aforesaid, and all the Rights, Easements, Powers, and Privileges of the said Lord Duke over and upon the same (but subject to all existing Rights of Way over that Portion called the Outer Section) and over and upon the Inner Section of Land, upon the Terms and Conditions, and subject to the several Reservations herein-after set forth, or with such Modifications, if any, as to Terms and Boundaries as may be hereafter agreed on.

2. The first-mentioned Lease to be so granted shall be for a Term of 999 Years, and shall commence and take effect as and from the 25th Day of March 1863,

1863, and the secondly-mentioned Lease shall be for a like Term, and shall commence and take effect as and from the same Day as the first-mentioned Lease.

3. The Subject Matter of the said first-mentioned Lease shall, subject as aforesaid, comprise and consist of the Lands and Hereditaments coloured Pink on the Plan hereunto annexed, containing 1A. 2R. 31P., more or less, subject as aforesaid, together with all the Rights, Easements, Privileges, and Appurtenances of the said Lord Duke over and upon the same, but reserving thereout to the said Lord Duke the Right to use and enjoy all or any Arches which may hereafter be constructed by the Company over or upon the same.

4. The Subject Matter of the secondly-mentioned Lease shall, subject as aforesaid, comprise and consist of the Lands and Hereditaments coloured Blue on the Plan hereunto annexed, containing 5A. 13P., more or less, subject as aforesaid, together with all the Rights, Easements, Privileges, and Powers of the said Lord Duke over and upon the same, and over and upon the Piece or Parcel of Land herein-before described as the Inner Section, but reserving thereout to the said Lord Duke, his Heirs or Assigns, or his or their Tenants or Lessees and others in their Employ, the Right to use the said Inner Section by means of the Roads or Rights of Way herein-after specially reserved to him.

5. The Rent to be reserved in and by the said first-mentioned Lease shall be as follows: From the 25th Day of March 1863 to the 1st Day of January 1865 the Rent of One Peppercorn, and from and after that Day the annual Rent or Sum of 100*l.* Sterling, to be paid quarterly on the usual quarterly Days for the Payment of Rent in every Year during the Continuance of the said Term, the first quarterly Payment to be made on the 25th Day of March 1865.

6. The Rent to be reserved in and by the secondly-mentioned Lease shall be as follows; viz., from the 25th Day of March 1863 to the 1st Day of January 1865 the Rent of One Peppercorn, and from and after that Day the Sum of Three Farthings, for every Ton of Coal, Culm, Coke, Cinders, Lime, Limestone, Iron Ore, Sand, and Manure, and the Sum of 1*d.* for every Ton of all other Minerals, Goods, Wares, Merchandise, or other Commodities of any Sort or Quality whatsoever, (except any Ballast brought into Swansea Harbour, and any Spoil and other Matter excavated from the Bed or Sides of any Part of the River Tawe, and the South Docks within the said Harbour, and in respect of which no Toll or Royalty is to be payable by the Company or their Assigns to the said Lord Duke,) which during the Continuance of the Lease shall be carried or borne upon, over, or along, or landed upon or shipped from, or unshipped on, to, or brought upon, the said demised Premises or any Part thereof by the said Company, or by any other Company or Companies or Person or Persons whomsoever, which said Rents, Reservations, and Royalties shall be paid and payable free of all Deductions whatsoever, except Income or Property Tax, unto the said Lord Duke, his Heirs and Assigns, by quarterly Payments on the like usual quarterly Days for the Payment of Rent in every Year during the Continuance of the Lease, the first quarterly Payment to be made on the 25th Day of March 1865.

7. And in case in the Year ending the 1st Day of January 1866 the said Rent or Royalty shall not have amounted during such Year to the full Sum of

of 200*l.* the Company shall pay to the said Lord Duke, his Heirs or Assigns, such additional Sum of Money as the said Rents or Royalties shall have fallen short of the said Sum of 200*l.*, such additional Sum to be paid and payable on the said 1st Day of January 1866; and in case in the Year ending the 1st Day of January 1867 the said Rent or Royalty shall not have amounted during such Year to the full Sum of 600*l.* the Company shall pay to the said Lord Duke, his Heirs or Assigns, such additional Sum of Money as the said Rents or Royalties shall have fallen short of such Sum of 600*l.*, such additional Sum to be paid and payable on the 1st Day of January 1867; and in case in the Year ending the 1st Day of January 1868 the said Rent or Royalty shall not have amounted during such Year to the full Sum of 800*l.*, the Company shall pay to the said Lord Duke, his Heirs or Assigns, such additional Sum of Money as the said Rents or Royalties shall have fallen short of such Sum of 800*l.*, such additional Sum to be paid and payable on the said 1st Day of January 1868; and in case in the Year ending the 1st Day of January 1869 the said Rent or Royalty shall not have amounted during such Year to the full Sum of 1,000*l.* the Company shall pay unto the said Lord Duke, his Heirs or Assigns, such additional Sum of Money as the said Rents or Royalties shall have fallen short of such Sum of 1,000*l.*, such additional Sum to be paid and payable on the said 1st Day of January 1869; and in case in the Year ending the 1st Day of January 1870 the said Rent or Royalty shall not have amounted during such Year to the full Sum of 1,200*l.* the Company shall pay to the said Lord Duke, his Heirs or Assigns, such additional Sum of Money as the said Rents or Royalties shall have fallen short of such Sum of 1,200*l.*, such additional Sum to be paid and payable on the said 1st Day of January 1870; and in case in the Year ending the 1st Day of January 1871 the said Rent or Royalty shall not have amounted during such Year to the full Sum of 1,400*l.* the Company shall pay to the said Lord Duke, his Heirs or Assigns, such additional Sum of Money as the said Rents or Royalties shall have fallen short of such Sum of 1,400*l.*, such additional Sum to be paid and payable on the said 1st Day of January 1871; and in case in any subsequent Year the said Rent or Royalty shall not have amounted during such Year to the full Sum of 1,600*l.* the Company shall pay to the said Lord Duke, his Heirs or Assigns, such additional Sum as the said Rents or Royalties shall have fallen short of such Sum of 1,600*l.*, such additional Sum to be paid upon the Day which shall conclude the Year wherein such Deficiency shall have happened.

8. The said Railway Company shall keep or cause to be kept, entered in a fair and legible Manner, in a Book or Books to be kept for that Purpose a true Account of all Coals and other Minerals, Goods, Wares, Merchandise, or other Commodities which shall from Time to Time during the said Term hereby agreed to be granted be carried or borne upon, over, or along, or landed upon, or shipped from, or unshipped on, to, or brought upon the said Premises hereby agreed to be demised and coloured Blue on the said Plan or any Part thereof, and shall in such Account specify and distinguish the several Quantities of Coals, Minerals, Goods, Wares, Merchandise, or other Commodities and the respective Royalties to which the same are respectively liable, and shall from Time to Time, upon Demand, permit the said Lord Duke, his Heirs and Assigns, and his and their Steward or Agent, Stewards or Agents, to inspect the said Book or Books and to take Copies or Extracts thereof and of all

all or any of the Accounts and Entries therein, and shall from Time to Time after every Quarter Day during the said Term make out a just and true Account in Writing of all and every the Matters and Things which in the course of such previous Quarter of a Year shall have been inserted in such Book or Books as aforesaid in pursuance of the before-written Agreement, and shall deliver or cause to be delivered such quarterly Copies or Accounts unto the said Lord Duke, his Heirs or Assigns, or his or their Steward or Agent upon the said Days appointed for Payment.

9. There shall also be reserved to the said Lord Duke, his Heirs and Assigns, and to his and their Tenants or Lessees, Agents, Servants, or others, Two Roads or Rights of Way of the Width of 25 Feet each, at the least, over and across that Part of the said Land hereby agreed to be demised running parallel with the said South Docks, and at Places to be appointed by the said Lord Duke, his Heirs and Assigns, within Three Months from the passing of the Act, so as to enable the said Lord Duke, his Heirs and Assigns, and his or their Tenants, Lessees, Agents, or Servants to have free Ingress, Egress, and Regress with or without Horses, Carts, or Carriages, or by means of Tram or other Railway to and from the said South Docks to the Land of the said Lord Duke, his Heirs or Assigns, to the Southward of the said Land hereby agreed to be demised, which said Roads or Rights of Way shall and may be equally used and enjoyed by the Company and their Successors during the Continuance of the said Lease as by the said Lord Duke, his Heirs or Assigns, or his or their Tenants or Lessees, Agents, Servants, or others, the said Company and their Successors paying and contributing their fair Share of the Costs of keeping the said Roads or Ways in repair.

10. That Portion of the Company's Railway which is proposed to be constructed upon the Piece of Land to the West of the said South Dock, and containing 1 A. 2 R. 31 P., or thereabouts, shall be constructed upon Arches; the said Arches shall be of the Height of 10 Feet at least, and shall be made and kept waterproof and in good Repair by the Company, and the said Lord Duke, his Heirs or Assigns, shall have full Power and Authority to let, use, and occupy the same, notwithstanding the said Lease or anything herein contained, in any Manner he or they may think fit.

11. In consideration of the foregoing Articles the said Lord Duke will not oppose the said Bill during the present Session of Parliament.

12. The Leases shall contain not only the Clauses and Provisions herein set forth and applicable to the same respectively but also such others as shall be necessary and proper, including a proper Proviso for Re-entry in the said Leases, and in Cases of Difference such Deeds shall be settled between the Parties by a Conveyancer to be agreed upon, or, failing Agreement, to be nominated by Her Majesty's Attorney General for the Time being, and in the meantime, and until such Lease shall be executed, the Sum or Sums of Money, Rent, Royalties, and Reservations herein-before reserved shall be duly paid, and the said Lord Duke, his Heirs and Assigns, shall have the same Rights and Remedies to recover the same as he or they would have been entitled to if such Leases had been executed or these Presents had amounted to a Lease.

13. That there shall be no Investigation of the said Lord Duke's Title to the Property hereby agreed to be demised, and all the Costs, Charges, and

Expenses of the said Lord Duke in negotiating this present Contract and of and in and about the Preparation and Execution of these Presents, and also all the Costs, Charges, and Expenses of the said Lord Duke, and of all other necessary Parties in and about and incidental to the Preparation, perusing, approving, and attending, or otherwise relating to all the Deeds for carrying out this present Contract and Duplicates of this Contract and of such Deeds respectively to be executed by the said Railway Company, and also the Costs, Charges, and Expenses of the Surveyors and Engineers who shall or may be employed by the said Lord Duke, his Heirs or Assigns, to inspect and examine the Works so as aforesaid agreed to be done and the Arches to be made by the said Railway Company shall be borne and paid by the said Railway Company.

14. It is hereby lastly agreed that the said Land hereby agreed to be leased is to be used in the Construction of the said Railway Company's Railway, and for the Purpose of carrying, landing, or shipping upon, over, or to or from the said Premises, Coals, and other Minerals, Goods, Wares, Merchandise, or other Commodities, or for a Road, Deviation, or any of them, and to and for no other Use or Purpose whatsoever, and that no Building or Erection whatsoever shall be erected or set up upon the said Premises, or any Part thereof, except Staiths, Viaducts, Cranes, and other Machinery and Apparatus, Warehouses, and Stores, and Offices for the said Company, their Successors and Assigns, without the express Consent in Writing of the said Lord Duke, his Heirs or Assigns, for that Purpose first had and obtained.

15. It is expressly agreed that all and all Manner of Minerals in or under the Lands hereby agreed to be leased respectively are to be excepted out of the Lease thereof, and are to be reserved to the said Lord Duke, his Heirs or Assigns, with full and free Power and Liberty of Ingress, Egress, and Regress, to and for the said Lord Duke, his Heirs and Assigns, and his or their Tenants or Lessees, Agents or Servants, at all Times at his and their Will and Pleasure, to search for, win, work, and get, and to use and enjoy the said excepted Premises, and to make the most Advantage thereof, so as that the same are not worked from the Surface of the Land hereby agreed to be demised, or to the Injury of the Company.

In witness whereof the said Company have hereunto caused their Common Seal to be affixed, and the said Lord Duke has hereunto set his Hand and Seal the Day and Year first above written.

BEAUFORT L.S.

Seal of the Llanelly Railway and Dock Company.

The SECOND SCHEDULE referred to in the foregoing Act.

ARTICLES of AGREEMENT made the 12th Day of March 1863, between the SWANSEA HARBOUR TRUSTEES (herein-after called the Trustees) of the one Part and The LLANELLY RAILWAY and DOCK COMPANY (herein-after called the Company) of the other Part.

WHEREAS the Plan hereunto annexed shows the South Docks of the Trustees and Part of the Swansea Harbour Railway:

And whereas a Bill of which the Company are the Promoters has been introduced into and is now pending in Parliament intituled "A Bill to confer further Powers upon the Llanelly Railway and Dock Company:"

And whereas the Trustees have petitioned the House of Commons against the pending Bill:

And whereas in order to the Withdrawal of the Opposition by the Trustees to the pending Bill the Trustees and the Company have determined to enter into and execute these Presents by way of Agreement as herein-after appearing:

Now these Presents witness, that for the Consideration herein appearing it is hereby mutually agreed by and between the Trustees for themselves and their Assigns, and the Company for themselves and their Assigns, as follows; (that is to say,)

Article 1. The Trustees will grant and the Company will accept a Lease of the following Portions of the Property and Powers of the Trustees; (that is to say,)

(*A.*) The Right at all Times of shipping and unshipping Goods, Minerals, and other Things, other than Ballast and Spoil, from, to, over, and upon the Wharf marked A, 769 Feet in Length from East to West and 40 Feet in Depth, on the Southern Side of the South Dock of the Trustees, and which is coloured Green on the Plan hereunto annexed:

(*B.*) The Right of erecting, maintaining, and using Staiths, Viaducts, Cranes, and other Machines and Apparatus upon the Wharf, but so as not to interfere any further than may be necessary with the free Use by the Trustees, and their Officers and Servants, and other Persons using the Docks of the Wharf as an open and public Way, and as a Railway for the Carriage of Goods, Minerals, Ballast or other Things along the Southern Side of the Docks, the Company, and their Servants, and other Persons lawfully using the Works of the Company being also entitled to use the same for the like Purpose.

Article 2. The Term of the Lease shall be 998 Years from the 31st Day of March 1863.

Article 3. The Rent reserved to the Trustees by the Lease shall be a Half-penny per Ton in respect of all Coal and Culm, Coke, Cinders, Lime, Limestone, Iron Ore, and Sand, and 1*d.* per Ton in respect of all other Goods, Minerals,

and

and other Things (except Ballast and Spoil) shipped or unshipped, received or delivered at, or brought over the Wharf.

Article 4. In respect of the Rent reserved to the Trustees by the Lease, the Company shall at all Times be entitled to place One Tier or Line of Shipping at the Wharf, and to ship into and unship from Vessels in the Dock, opposite to the Wharf, whatever Quantities of Goods, Minerals, and other Things they think fit, without being subject to the Payment to the Trustees of any of the Rates by Section 89 of the Swansea Harbour Act, 1857, authorized, but subject to the Rules and Regulations of the Harbour-master as in other Parts of the Harbour.

Article 5. The Rent shall fall due quarterly on the 30th Day of June, the 30th Day of September, the 31st Day of December, and the 31st Day of March in every Year, and the first quarterly Payment shall fall due on the 30th Day of June 1863, and every quarterly Payment shall be in respect of the Quantity of Coal, Goods, Minerals, and other Things (except Ballast and Spoil) shipped or unshipped, received or delivered at or brought over the Wharf during the Three Calendar Months ending with the respective Quarter Day on which the respective quarterly Payment falls due, and every Payment of Rent shall be made without any Deduction or Abatement on any account whatsoever.

Article 6. The Company will not permit any Ballast or Spoil to be discharged or carried at, upon, or over the Wharf from Vessels lying at the Wharf, except with the Consent of the Harbour-master.

Article 7. The Company will grant and the Trustees will accept an Under-lease of the Piece of Land marked D., 769 Feet in Length from East to West and 120 Feet in Depth, adjoining to the Wharf marked C., belonging to the Trustees on the Southern Side of the Dock, and which Piece of Land is coloured Pink on the Plan hereunto annexed, subject to a Reservation in the original Lease of One Road or Way over the same, agreed to be reserved to the Duke of Beaufort, and which Road or Way shall be made and maintained by the Trustees.

Article 8. The Term of the Under-lease shall be 998 Years from the 31st Day of March 1863.

Article 9. The Rent reserved to the Company by the Under-lease shall be Three Farthings per Ton in respect of all Coal and Culm, Coke, Cinders, Lime, Limestone, Iron Ore and Sand; and One Penny per Ton in respect of all other Goods, Minerals, and other Things (except Ballast and Spoil,) carried over or brought upon the said Piece of Land.

Article 10. There shall be reserved by the Under-lease an Easement during the Term for the Company to use, for making and maintaining their Railway No. 2., the Southern Side of the Piece of Land marked D., not exceeding in Width $16\frac{1}{2}$ Feet from and on each Side of the Centre Line of that Main Railway as actually made.

Article 11. The Rent for the Piece of Land shall fall due quarterly on the 30th Day of June, the 30th Day of September, the 31st Day of December, and the 31st Day of March in every Year, and the first quarterly Payment shall fall due

due on the 30th Day of June 1863, and every quarterly Payment shall be on respect of the Quantity of Goods, Minerals, and other Things (except Ballast and Spoil) carried over or brought upon the Piece of Land during the Three Calendar Months ending with the respective Quarter Day on which the respective quarterly Payment falls due, and every Payment of Rent shall be made without any Deduction or Abatement on any account whatsoever except in respect of Property or Income Tax.

Article 12. The Trustees will grant to the Company an Easement of constructing their Railways over such of the Lands of the Trustees as the Company require for that Purpose, but the Company shall not on the Lands of the Trustees deviate from the Centre Line of Railway laid down on the deposited Plans without the previous Consent in Writing of the Trustees, and shall not in any Place have the Easement over a greater Width of Land than 16½ Feet from and on each Side of the Centre Line without their Consent in Writing.

Article 13. The Trustees shall be entitled to make, maintain, and use Communications between their Wharves and Shipping Places and the Railways and Sidings of the Company at such Places as the Trustees require.

Article 14. In constructing their Works upon the Land of the Trustees at the Junction of Railway No. 1. with the Harbour Railway, and upon the Wharf marked E. on the Plan hereunto annexed, the Company shall, unless otherwise agreed to by the Trustees, form the same with Arches or Openings, to enable the Trustees to continue their Railway and Roads under the Railways of the Company, and the Land under the Arches or Openings shall remain the Property of the Trustees.

Article 15. The Company will not, except with the Consent in Writing of the Trustees, take, use, or interfere with any Part of the public Road Southward of the South Docks which is specified in Section 61 of the Swansea Harbour Act, 1857.

Article 16. The Company will not in constructing the Main Line of Railway No. 2. deviate from the Levels shown on the Sections except with the Consent in Writing of the Trustees.

Article 17. The Company will not open any Part of Railway No. 2. for public Traffic until the whole thereof is ready to be opened for public Traffic except with the Consent in Writing of the Trustees.

Article 18. The Company will not under the Powers of this Act, except with the Consent in Writing of the Trustees, take or interfere with the Low Level Railway belonging to the Trustees or the Road made by the Trustees extending from Mount Street to the South Dock Estate.

Article 19. The Lease and Under-lease respectively shall contain all such Provisions as shall be proper and sufficient for giving effect to this Agreement, with such Modifications, if any, of the Terms thereof as the Parties think fit, and all other Provisions usually contained in like Leases and Under-leases and consistent with the Terms and Conditions of this Agreement, or agreed on by the Parties, and the respective Draft thereof, shall be settled by Counsel, to be

agreed on between the respective Chairman of the Trustees and the Company, or, in default of their Agreement, to be, on their or either of their Application, named by Her Majesty's Attorney General.

Article 20. Until the Lease and Under-lease respectively be granted the Terms and Conditions thereof, as provided for by this Agreement, shall be performed and observed as a temporary Arrangement between the Trustee and the Company.

Article 21. All Differences, if any, which shall arise between the Trustees on the one hand and the Company on the other hand with respect to this Agreement, or the Lease or Under-lease, or the Subject Matters thereof respectively, or otherwise relating thereto, shall be referred to Arbitration, and Provisions for the Purpose shall be made by the Lease and Under-lease respectively, and the Arbitration shall be as nearly as can be in accordance with the "Railway Companies Arbitration Act, 1859."

In witness whereof the Trustees and the Company have respectively hereunto caused their respective Common Seal to be affixed the Day and Year first above written.

Common Seal of the Swansea Harbour Trustees.

Seal of the Llanelly Railway and Dock Company.

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