CHAPTER cxcvii.

An Act to authorise the construction and maintenance of a Dock at the mouth of the River Ogmore and of a Railway Aqueduct and other works in connexion therewith in the County of Glamorgan and for other purposes. A.D. 1883.

[20th August 1883.]

WHEREAS the construction of the dock railways and other works herein-after described and by this Act authorised would be of local and public advantage:

And whereas the persons herein-after in that behalf named with others are willing to execute the undertaking and it is expedient that they be incorporated into a Company for that purpose:

And whereas it is expedient that the Company by this Act incorporated and the Great Western Railway Company be empowered to enter into and carry into effect working and other agreements as herein-after provided:

And whereas plans and sections showing the lines and levels of the dock railways and other works authorised by this Act and a book of reference to the plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the Clerk of the Peace for the county of Glamorgan and are herein-after respectively referred to as the deposited plans sections and book of reference:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please your Majesty that it may be enacted and be it enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

1. This Act may be cited as the Ogmore Dock and Railway Act 1883. Short title.

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Incorporation of Acts.

2. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 Part I. (relating to construction of a railway) of the Railways Clauses Act 1863 and the Harbours Docks and Piers Clauses Act 1847 except sections eighty-two ninety-seven and ninety-eight thereof are except where expressly varied by this Act incorporated with and form part of this Act Provided always that sections sixteen to nineteen (both inclusive) of the last-mentioned Act shall only be in force if and when the Board of Trade in writing so require.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and for the purposes of this Act the expression "the Company" means the Company incorporated by this Act the expression "the undertaking" means the undertaking of the Company by this Act authorised the expression "the dock" means the dock by this Act authorised the expressions "the railways" and "the railway" means respectively the railways by this Act authorised the expressions "the piers" "the aqueduct" and "the works" mean respectively the piers the aqueduct and the works by this Act respectively authorised the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Hugh Bevan Thomas Tamplin Lewis William Prichard Benjamin Edwards Henry Turnbull Pringle William Williams Stephen Collier the younger and Thomas George Smith and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the dock railways and other works and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "the Ogmore Dock and Railway Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold

and dispose of lands and other property for the purposes of this Act. A.D. 1883.

Power to make dock railways &c.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and situation and according to the levels shown on the deposited plans and sections the dock aqueduct railways and other works herein-after described and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for those purposes The works herein-before referred to and authorised by this Act will be situate in the county of Glamorgan or the Bristol Channel and are:—

(1.) A dock (with a lock or entrance from the mouth of the River Ogmore) on the north-westerly side of the river on land forming part of Merthyr-Mawr Warren belonging or reputed to belong to John Cole Nicholl;

(2.) A pier or jetty commencing at the entrance of the proposed lock on the foreshore of the Bristol Channel and extending thence in a south-westerly direction for a length of about one hundred and sixty yards;

(3.) A pier commencing on the foreshore of the Bristol Channel on the northern side of the mouth of the River Ogmore and extending thence in a southerly direction for a length of seven hundred and fifty-three yards or thereabouts;

(4.) A pier commencing on the foreshore of the Bristol Channel on the southern side of the mouth of the River Ogmore at the point known as Trwyn-y-Murch and extending thence in a south-westerly direction for a length of three hundred and forty-three yards or thereabouts;

(5.) A diversion straightening widening and deepening of a portion of the River Ogmore commencing at a point two hundred and thirty-three yards or thereabouts measured in a north-easterly direction from the place or inlet called Gwter-Norton and terminating at the embouchure of the river in the Bristol Channel.

The said dock piers and other works will be situate in the parishes of Merthyr-Mawr and Saint Bride's Major or one of them and on the bed and foreshore of the Bristol Channel and of the River Ogmore adjoining the said parishes.

(6.) An aqueduct commencing at the termination of the Mill-race at Ogmore Mill and terminating at the north-eastern end of the dock.

The said aqueduct will pass from through or into and be situate in the parishes of Saint Bride's Major and Merthyr-Mawr.

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(7.) A railway (No. 1) four miles five furlongs in length commencing by a junction with the Llynvi and Ogmore Railway at a point thereon two hundred and seventy-eight yards or thereabouts measured in a southerly direction along the said railway from the southernmost abutment of the bridge carrying that railway over the public road leading from Bridgend to Quarella and terminating on Merthyr-Mawr Warren at or near the dock;

(8.) A railway (No. 2) two furlongs and twenty-five links in length wholly situate in the parish of Coity commencing by a junction with the siding of the Great Western Railway leading to Stephen Collier's yard at the south-east end of Bridgend Station and terminating by a junction with Railway (No. 1) in a field situate on the northern side of Coychurch Road distinguished as Number 177 on the Ordnance map of the said parish (scale $\frac{1}{2500}$);

The said railways will pass from through or into and be situate in the parishes of Coity Ewenny Saint Bride's Major and Merthyr-Mawr or some or one of them.

Power to make subsidiary works.

6. Subject to the provisions of this Act the Company may from time to time make erect or lay down and maintain in connexion with the above-mentioned works or any of them all necessary and convenient sluices gates locks channels syphons piers jetties shipping and landing places quays wharves wharf walls retaining walls, river walls embankments groynes staiths stairs stages tramways machinery graving docks pumping and other engines cranes drops hoists dolphins mooring posts mooring buoys beacons lights lighthouses warehouses sheds stations junctions sidings watering places and other works buildings and conveniences.

Limiting amount of common lands of Ogmore Down to be taken.

7. The Company shall not under the powers of this Act purchase or acquire for the purposes of the works by this Act authorised or other the purposes of the Company any more of the common or commonable lands forming part of Ogmore Down in the parish of Saint Bride's Major than ten acres.

Confirming Scheduled Agreement.

8. The Agreement made between John Cole Nicholl of the one part and Hugh Bevan and Thomas Tamplin Lewis on behalf of the Company of the other part and set forth in the Schedule to this Act annexed is hereby confirmed and made binding on the said John Cole Nicholl and the Company respectively Provided always that notwithstanding Article 6 of the said Agreement any lands which may under that article revert to the said John Cole Nicholl and which shall have been used for any of the purposes of or authorised by this Act or the said Agreement shall revert subject to the debts and obligations of the Company.

Authorising dealings with property of the Duchy of Lancaster.

9. And whereas it is expedient that this Act should contain certain provisions relative to lands hereditaments estates rights and interests belonging to the Queen's Most Excellent Majesty in right of Her Duchy of Lancaster (in the rest of this section called "the Duchy") as are herein-after contained Be it therefore enacted that—

As to the sale of lands.

(1.) With respect to any lands belonging to Her Majesty in right of the Duchy which may be required for the purposes of this Act the following provisions shall (but subject and without prejudice to any lease or tenancy which at the time of any agreement authorised by this section may be subsisting in the said last-mentioned lands) have effect that is to say—The Chancellor and Council for the time being of the Duchy (herein-after called "the Chancellor and Council") may agree with the Company for the absolute sale in fee simple of all or any of the said last-mentioned lands or any part thereof in consideration of any such gross sum of money or of such annual rentcharge or in consideration partly of such gross sum and partly of such annual rentcharge payable by the Company and upon such terms and conditions in all respects as shall be settled between the Chancellor and Council and the Company and in case the same lands shall be subject jointly with any other lands to any lease or tenancy for a life or lives or a term of years unexpired the Chancellor and Council may agree as well with the Company as also with the lessee or tenant for the apportionment of the rent payable in respect of the lands comprised in such lease or tenancy between the lands agreed to be sold and such other lands And upon payment of such (if any) agreed gross sum and upon such (if any) agreed rentcharge being secured in manner herein-after provided the Chancellor and Council may grant and assure the same lands and the fee simple and inheritance thereof to the Company their successors and assigns for the purposes of this Act and (if the same lands shall be subject jointly with any other lands to any such lease or tenancy as aforesaid) may apportion or concur with all other necessary parties in apportioning the rent payable in respect of the lands comprised in such lease or tenancy between the lands so granted and assured and such other lands;

As to copyhold lands.

(2.) With respect to any such lands held by Copy of Court Roll or other customary tenure of any Honor Manor or Lordship belonging to Her Majesty in right of the Duchy as may be required for the purposes of this Act the following provisions (but subject and without prejudice to any lease or tenancy which at the time of any agreement authorised by this section may be

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subsisting of the same Manor Honor or Lordship) shall have effect that is to say :—

The Chancellor and Council may agree with the Company for the enfranchisement of all or any of the said last-mentioned lands and for the release thereof from all or any of the customary fines rents suits and services which the same may be charged with or liable to in consideration of such gross sum of money or of such annual rentcharge or in consideration partly of such gross sum and partly of such annual rentcharge payable by the Company and upon such terms and conditions in all respects as shall be settled between the Chancellor and Council and the Company.

And in case the same lands shall be liable jointly with any other lands to any such aforesaid rents suits or services the Chancellor and Council may agree as well with the Company as also with the tenant or proprietor of such other lands for the release or apportionment of such rents suits and services either with or without any consideration being paid for the same.

Upon any such agreement for enfranchisement release or apportionment and upon payment of such (if any) agreed gross sum and upon such (if any) agreed rentcharge as last aforesaid being secured in manner herein-after provided the Chancellor and Council may release the lands so to be enfranchised or released from all customary fines rents suits and services or (as the case may be) such of them or such part or parts thereof as shall have been in that behalf agreed and the lands so released shall thenceforth be holden by the Company their successors and assigns as of the Honor Manor or Lordship whereof they are or were holden or parcel in free and common socage And every such release of lands if made previously to the purchase or acquisition by the Company of the estate and interest of the copyhold or customary tenant of such lands shall after such purchase or acquisition operate and take effect as if the Company had been in possession of the same lands at the time of the execution of such release;

Provided that no such enfranchisement release or apportionment shall in any other respects affect any custom by or under which any copyhold or customary lands not required for the purposes of this Act shall be holden.

And whenever any such aforesaid release of lands shall be made any other lands which were previously subject jointly with the released lands to any such rents suits and services

as aforesaid shall as between the Company and Her Majesty in right of the Duchy (but expressly without prejudice to any right of contribution in respect of such rents suits or services which previously to such release the tenant or proprietor of such other lands may have had against the tenant or proprietor of the released lands) thenceforth be subject to the whole of such rents suits and services or (as the case may be) to such of them or such parts or part thereof as shall not have been comprised in and intended to be extinguished by that release in the same manner in all respects as the entirety of the lands so previously subject as aforesaid would have continued subject to the whole of such rents suits and services if such release had not been made and all the rights powers and remedies subsisting previously to such release for the recovery of the whole of the said rents suits and services shall as against the lands not so released be and thenceforth remain as between the Company and Her Majesty in right of the Duchy (but without prejudice as aforesaid) as available and as valid and effectual in the law to all intents for the recovery of the same rents suits and services or (as the case may be) such of them or such parts or part thereof as shall not have been comprised in and intended to be extinguished by the same release as if the said last-mentioned lands had originially been alone subject to the same rents suits and services or such of them or such parts or part thereof as last aforesaid;

As to the conveyance of waste lands.

(3.) With respect to any lands being waste or common lands the right to the soil whereof belongs to Her Majesty in right of the Duchy (subject to rights of common or other rights or easements) which may be required for the purposes of this Act the following provisions shall have effect that is to say:

The Chancellor and Council may agree with the Company for the absolute sale in fee simple of the estate right and interest of Her Majesty in the soil of all or any of the same lands and for the absolute extinguishment of any commonable or other rights to which Her Majesty in right of the Duchy may be entitled in the same lands (other than and besides Her said right in the soil of such lands) in consideration of such gross sum of money or of such annual rentcharge or in consideration partly of such gross sum and partly of such annual rentcharge payable by the Company and upon such terms and

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conditions in all respects as shall be settled between the Chancellor and Council and the Company;

And upon payment of such (if any) agreed gross sum as last aforesaid and upon such (if any) agreed rentcharge as last aforesaid being secured in manner herein-after provided the Chancellor and Council may grant and assure such last-mentioned estate right and interest to the Company their successors and assigns for the purposes of this Act;

Provided that the lands so granted and assured as last aforesaid shall remain subject to all the commonable and other rights (except those of Her Majesty Her heirs and successors) which immediately before such grant and assurance affected the same until such rights shall have ceased and become extinguished by the payment or deposit of the compensation for the same in manner provided by the Lands Clauses Consolidation Acts 1845 1860 and 1869;

As to the application of purchase moneys.

(4.) With respect to any gross sum of money which under this section shall become payable in consideration of any sale enfranchisement or release thereby authorised the following provisions shall have effect that is to say:—

Each such sum shall be paid into the hands of the Receiver General of the revenues of the Duchy or of his deputy or deputies and a receipt shall be given by him or them for the same;

And such sum shall be applicable and dealt with to all intents and purposes as if it were the purchase money of lands sold by the Chancellor and Council under the authority of the Duchy of Lancaster Lands Act 1855 And the Chancellor and Council shall for the purposes of this Act have and be entitled to the benefit of all such powers and provisions in reference to moneys invested in bank annuities under this present section as under the Duchy of Lancaster Lands Act 1855 they are entitled to concerning moneys invested in bank annuities under that Act.

As to the annual rentcharges payable to the Duchy.

(5.) With respect to any annual rentcharge which under this section shall become payable in consideration of any sale enfranchisement or release by this section authorised the following provisions shall have effect that is to say:—

Each such annual rentcharge shall be a perpetual rentcharge and shall be such charge on the tolls or rates payable under this Act, and shall be recoverable in

like manner as by the Lands Clauses Consolidation Acts 1845 1860 and 1869 provided concerning the rentcharges thereby authorised to be granted and shall if the Chancellor and Council think fit be otherwise secured in such manner as may be settled between the Chancellor and Council and the Company;

And the same shall be limited to the use of Her Majesty Her heirs and successors in right of the Duchy and shall vest in Her and them in the same right as fully and effectually as the lands or hereditaments which shall be granted assured or released in consideration of the same annual rentcharge stood vested in Her and them immediately before such grant and assurance thereof;

Provided that every such annual rentcharge shall be subject to the same application to all intents and purposes as the rents and profits of the said lands or hereditaments to be granted and assured in consideration thereof would be subject if the same lands or hereditaments had not been so granted and assured;

Provided also that notwithstanding anything contained in the Railway Companies Act 1867 no money borrowed by the said Company on mortgage or bond or Debenture Stock under the provisions of any Act authorising the borrowing thereof shall have priority over or affect any claim of Her Majesty Her heirs or successors against the Company their successors or assigns or against their property for the time being in respect of any such last-mentioned rentcharge.

As to the enrolment of deeds.

(6.) Any lands hereditaments estate right or interest conveyed or assured or released by the Chancellor and Council by virtue of any of the foregoing provisions of this section shall be so conveyed assured or released in the name of Her Majesty Her heirs or successors in right of the Duchy and by deed or writing under the Seal of the Duchy and every such deed or writing shall be enrolled in the Court of the Duchy of Lancaster within six calendar months from the date thereof.

Limits of deviation.

10. In constructing the works other than the railways by this Act authorised the Company may subject to the provisions of this Act deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and they may deviate vertically from the levels of such works as shown on the said sections to any extent not

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exceeding in the case of the aqueduct five feet upwards and five feet downwards and in the case of any other works other than the railways seven feet upwards and ten feet downwards Provided that no deviation of any works authorised by this Act within the limits of deviation of which any public navigable tidal river or channel is included shall be made from the lines thereof as shown on the deposited plans even within the limits of deviation shown on such plan in such manner as to diminish the navigable space of such river or channel without the previous consent in writing of the Board of Trade or otherwise than in such manner as is expressly authorised by the Board of Trade.

For the protection of the Great Western Railway Company.

11. For the protection of the Great Western Railway Company in this section called the Great Western Company the following provisions shall have effect (that is to say)—

Not to enter on lands of Great Western Company until plans of proposed works affecting that Company approved.

(1) The Company shall not enter upon or interfere with the railway of the Great Western Company or any of the lands or works of that Company or execute any works whatever under over or affecting the same until the Company shall have delivered to the Great Western Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the principal Engineer for the time being of the Great Western Company or in the event of his failure for fourteen days after the delivery of the plans and drawings until the same shall have been approved by an engineer to be appointed on the application of the Company by the President for the time being of the Institution of Civil Engineers in London and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the principal Engineer for the time being of the Great Western Company or in case of difference by an engineer to be appointed in manner aforesaid;

As to the construction of the railways on lands of Great Western Company.

(2) In constructing the railways or either of them through or over the land and property of the Great Western Company the Company shall not deviate northwards from the centre line shown on the deposited plans where Railway (No. 1) by this Act authorised crosses the railway of the Great Western Company without the previous consent in writing of that Company under their common seal and the said Railway (No. 1) where the same is intended to cross the railway and works of the Great Western Company shall be carried over the said railway and works by means of a bridge of two spans of not less than thirty feet and twenty-six feet respectively each

on the square and a headway of not less than fourteen feet three inches in height and such crossing of the railway and works shall be effected in such a manner as not to injure the stability of the railway and works of the Great Western Company in any way whatever;

Company to pay to the Great Western Company expenses of watchmen during construction of works.

(3) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the railways over and adjacent to the Great Western Company's railway of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise;

Damages sustained by Great Western Company to be repaid.

(4) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railway or to any Company or persons using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission;

Maintenance of works affecting the Railways of the Great Western Company.

(5) The Company shall at their sole expense at all times maintain the bridges and other works by which Railway (No. 1) by this Act authorised shall be carried over the railway of the Great Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the Engineer for the time being of the Great Western Company and if and whenever the Company fail so to do after one month's notice from the Great Western Company for that purpose or in case of urgency the Great Western Company may make and do in and upon as well the land of the Company as their own lands all such reasonable works and things as the Great Western Company shall think requisite in that behalf for ensuring such repair and the sum from time to time certified by their Engineer to be the amount of the expenditure reasonably incurred in

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that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the Great Western Company from the Company in any court of competent jurisdiction.

Not to interfere with traffic on Great Western Railway.

(6) In constructing or maintaining the railways by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the Great Western Railway and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the Great Western Railway so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the Great Western Company the sum of fifty pounds per hour during which any such obstruction or interference shall continue.

No land of Great Western Company to be taken except for certain works.

(7) Except for the purpose of the crossing of Railway (No. 1) by this Act authorised and for the junction of that railway with the Llynvi and Ogmore Railway and for the junction of Railway (No. 2) by this Act authorised with the Great Western Railway and which junctions or the substituted junctions herein-after referred to are to be maintained and worked at the expense and risk of the Company the Company shall not take or acquire any land of the Great Western Company or any right in or over the same and except as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Western Company or to alter vary or interfere with the railway of that Company or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of the railways without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossing or junctions or otherwise the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Consolidation Act 1845 with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment and the Great Western Company

may at any time or times hereafter should it be necessary for them to do so alter or remove the junctions by this Act authorised with the Llynvi and Ogmore Railway and with the Great Western Railway or either of them and substitute a new junction or junctions as the case may be therefor but so as such alteration or removal or substituted junction or junctions as the case may be shall not stop the traffic of the railways or either of them or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or junctions or the substituted junction or junctions as the case may be or the signals works and conveniences connected therewith;

Purchase money to be determined by arbitration in case of difference.

(8) The Company shall pay to the Great Western Company by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement;

Arbitration.

(9) If any difference shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them (not being a difference arising under subsection (1) and subsection (8) of this section) such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers in London the costs of such arbitration to be in the discretion of such arbitrator;

Saving rights of Great Western Company.

(10) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or powers of the Great Western Company otherwise than is by this Act expressly provided.

Power to divert water into dock and river diversion.

12. The Company may from time to time divert water from the River Ogmore and the Bristol Channel for the purpose of supplying the dock with water and may also divert the waters of the said river and channel into the diversion of the River Ogmore by this Act authorised.

Power to divert water into the aqueduct.

13. The Company may without prejudice to the claims for compensation of any person interested divert the waters of the Mill-race at Ogmore Mill and of the Rivers Ewenny and Alun which flow into the said Mill-race into the aqueduct for the purpose of supplying the dock with water.

Power to dredge near dock &c.

14. The Company may with the consent of the Board of Trade in writing but not otherwise from time to time deepen dredge and

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scour cleanse alter and improve the bed shores and channel of the River Ogmore and the bed and shores of the Bristol Channel adjoining or near to the entrance to the dock for the purpose of affording an uninterrupted means of access to the dock and works of the Company but so as not in any way to injuriously interfere with the Porthcawl Docks and Harbour or the entrance thereto or the works connected therewith or with the passage or navigation of vessels going to or from the said docks or with the rights of the owners of the said docks within the limits of that harbour as such limits are defined by section ninety-one of the Llynvi Valley Railway Act 1855.

As to soil and material dredged by Company.

15. The Company may use and appropriate in and for the works connected with their undertaking the soil and material dredged by them from time to time and such soil and material as they are unable to use in such works they may either deposit above high-water mark of spring tides or the same shall be carried out to sea to such a distance as not to injure the navigation to the Porthcawl Docks and Harbour or to cause any silting of the said docks and harbour or the approaches thereto.

Company to exhibit lights.

16. The Company shall at the outer extremity of any works they may construct below high-water mark when completed exhibit and keep burning from sunset to sunrise such lights (if any) as the Corporation of the Trinity House of Deptford Strond shall from time to time direct.

Limits of jurisdiction of dock master.

17. The limits within which the powers of the dock master for the regulation of the dock and the approaches thereto may be exercised shall be the dock piers and premises of the Company and the water area within the same or any part thereof and a distance of one thousand yards measured in all directions seaward from the head of the westernmost pier (which limits are herein-after meant by the expression "the dock limits") Provided always that this enactment shall not take away lessen or injuriously affect the jurisdiction powers rights or privileges of the owners of the Porthcawl Docks or Harbour or of the dock master appointed by them.

Leading lights buoys &c. at dock.

18. Subject to the provisions of section seventy-eight of the Harbours Docks and Piers Clauses Act 1847 the Company may from time to time erect and maintain leading lights beacons and buoys or other sea marks for the guidance of vessels in such positions upon any parts of the dock and other works or within a distance of one nautical mile measured in all directions seaward from the head of the westernmost pier and also on the Tusker Rock or any part thereof as they may think proper.

Lights on works during construction.

19. The Company shall on or near the works below high water mark hereby authorised during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time require or approve and if the Company fail to comply in any respect with the provisions of the present section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Abatement of works abandoned or decayed.

20. If any of the works constructed by the Company on in over through or across tidal lands or tidal waters are abandoned or suffered to fall into decay the Board of Trade may abate and remove the same or any part of them 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 the same may be recovered with costs as a penalty is recoverable from the Company.

Survey of work by Board of Trade.

21. If at any time the Board of Trade deem it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal waters or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable accordingly with costs of suit or the same may be recovered with costs as a penalty is recoverable from the Company.

Capital.

22. The capital of the Company shall be five hundred and seventy thousand pounds in fifty-seven thousand shares of ten pounds each.

Shares not to be issued until one fifth paid.

23. The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

24. One fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

25. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

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Power to divide shares.

26. Subject to the provisions of this Act the Company with the authority of three fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose may from time to time divide any share in their capital into half shares of which one shall be called "preferred half share" and the other shall be called "deferred half share" but the Company shall not so divide any share under the authority of this Act unless and until not less than sixty per centum upon such share has been paid up and upon every such division fifty per centum upon the entire share shall be carried to the credit of the deferred half share (being the whole amount payable thereon) and the residue to the credit of the preferred half share.

Dividend on half shares.

27. The dividend which would from time to time be payable on any divided share if the same had continued an entire share shall be applied in payment of dividends on the two half shares in manner following (that is to say) first in payment of dividend after such rate not exceeding six per centum per annum as shall be determined once for all at a general meeting of the Company specially convened for the purpose on the amount for the time being paid up on the preferred half share and the remainder (if any) in payment of dividend on the deferred half share and the Company shall not pay any greater amount of dividend on the two half shares than would have from time to time been payable on the entire share if the same had not been divided.

Dividends on preferred shares to be paid out of the profits of the year only.

28. Each preferred half share shall be entitled out of the profits of each year to the dividend which may have been attached to it by the Company as aforesaid in priority to the deferred half share bearing the same number but if in any year ending the thirty-first day of December there shall not be profits available for the payment of the full amount of dividend on any preferred half share for that year no part of the deficiency shall be made good out of the profits of any subsequent year or out of any other funds of the Company.

Half shares to be registered and certificates issued.

29. Forthwith after the creation of any half shares the same shall be registered by the directors and each half share shall bear the same number as the number of the entire share certificate in respect of which it was issued and the directors shall issue certificates of the half shares accordingly and shall cause an entry to be made in the register of the entire shares of the conversion thereof but the directors shall not be bound to issue a certificate of any half share until the certificate of the existing entire share shall be delivered to them to be cancelled unless it be shown to their satisfaction that such certificate is destroyed or lost and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated in certificates.

30. The terms and conditions on which any preferred half share or deferred half share created under this Act is issued shall be stated on the certificate of each such half share.

Forfeiture of preferred shares.

31. The provisions of the Companies Clauses Consolidation Act 1845 with respect to the forfeiture of shares for non-payment of calls shall apply to all preferred half shares to be created under the authority of this Act and every such preferred half share shall for that purpose be considered an entire share distinct from the corresponding deferred half share and until any forfeited preferred half share shall be sold by the directors all dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards payment of any expenses attending the declaration of forfeiture thereof and of the arrears of calls for the time being due thereon with interest.

Preferred shares not to be cancelled or surrendered.

32. No preferred half share created under the authority of this Act shall be cancelled or be surrendered to the Company.

Half shares to be half shares in capital.

33. The several half shares under this Act shall be half shares in the capital of the Company and every two half shares (whether preferred or deferred or one of each) held by the same person shall confer such right of voting at meetings of the Company and (subject to the provisions herein-before contained) shall confer and have all such other rights qualifications privileges liabilities and incidents as attach and are incident to an entire share.

Power to borrow.

34. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole one hundred and ninety thousand pounds and of that sum they may from time to time borrow any sum not exceeding in the whole one hundred thousand pounds in respect of three hundred thousand pounds of share capital and they may borrow the remainder of that sum that is to say ninety thousand pounds in respect of the remainder of their share capital but no part of the said sums of one hundred thousand pounds and ninety thousand pounds respectively shall be borrowed until shares for the whole of the respective portion of capital in respect of which the same is borrowed are issued and accepted and one half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such respective portion of capital have been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share in such respective portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such shares were issued and accepted

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bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appointment of a receiver.

35. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

36. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

37. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

First and subsequent ordinary meetings.

38. The first ordinary meeting of the Company shall be held within eight months after the passing of this Act and the subsequent ordinary meetings in the month of March or in such other month in each year as shall be appointed for that purpose from time to time by order of an extraordinary general meeting.

Number of directors.

39. The number of directors shall be five but the Company may from time to time reduce or increase the number provided that the number be never less than three nor more than seven.

Qualification of directors.

40. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

41. The quorum of a meeting of directors shall be three but if the number of directors be reduced to four or three the quorum shall be two.

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First directors.

Election of directors.

42. Hugh Bevan Thomas Tamplin Lewis William Williams Benjamin Edwards and Thomas George Smith shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being (if qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for extraordinary purposes and for deposit of ballast.

43. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 in connexion with the railways or any of them shall not exceed five acres and for the deposit of ballast the Company may acquire by agreement any lands which they may deem requisite or convenient for that purpose and in each case any easements rights and interests in over or affecting such lands respectively.

Period for compulsory purchase of lands.

44. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of four years from and after the passing of this Act.

Notice to be given of taking houses of labouring classes.

45. The Company shall not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards handbills or other general notice placed in public view upon or within a reasonable distance from such houses and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of the

46. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire the Company shall (unless the Company and such person

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labouring classes to be displaced.

or persons otherwise agree) provide sufficient accommodation elsewhere for such person or persons and they may contribute towards the costs or expenses of erecting or providing houses or buildings for such accommodation by any company body or person Provided always that if any question arises as to the sufficiency of such accommodation the same shall be determined by a justice and the Company may apply for purposes of this section any moneys they are empowered to raise under the authority of this Act.

Inclination of roads.

47. In altering for the purposes of this Act the roads next herein-after mentioned for the purpose of constructing the railway the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say) :—

Number on Deposited Plan.	Parish.	Description of Road.	Intended Inclination.
		RAILWAY (No. 1).	
287	Coity - -	Turnpike road -	1 in 15 on one side and level on the other.
26	Saint Bride's Major -	Public carriage road -	1 in 10 on one side and level on the other.
62	Saint Bride's Major -	Public carriage road -	1 in 15 on one side and level on the other.

Inclination of certain turnpike road in parish of Coity.

48. The Company shall make the southern approach to the bridge to be constructed for carrying the turnpike road numbered 66 on the deposited plans in the parish of Coity over the Railway (No. 1) by this Act authorised according to a plan which has been approved and signed by Richard Price Williams on behalf of the Promoters and Frederick Hamilton Phillips the surveyor to the Glamorgan County Roads Board and such approach shall be of an inclination not steeper than one in thirty and for a length of twenty yards opposite the present toll-house numbered 66*a* on the said plans in that parish be at a dead level as shown on such plan and the Company shall raise the floor and building of the said toll-house and the turnpike-gate with their appurtenances to a height corresponding with the altered level of the roadway opposite thereto to the satisfaction of such surveyor.

For drainage of turnpike roads

49. Wherever the Company shall construct a bridge for carrying either of the railways over a turnpike road the Company shall make

and maintain all necessary culverts drains and works for the proper drainage of the roadway beneath such bridge to the satisfaction of the surveyor to the Glamorgan County Roads Board.

under bridges.

50. The Company may make the arch of the bridge for carrying Railway (No. 1) over the turnpike road numbered 233 on the deposited plans in the parish of Coity of any span not less than thirty feet.

Span of a certain bridge.

51. The Company may make the roadway over the bridge by which the road numbered 26 on the deposited plans in the parish of Saint Bride's Major will be carried over Railway (No. 1) of such width between the fences thereof as the Company think fit not being less than fifteen feet.

Width of certain roadway.

52. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement right or privilege not being an easement of water required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to take easements &c. by agreement.

53. Notwithstanding anything contained in the Harbours Docks and Piers Clauses Act 1847 the Company may from time to time lease or grant the use or occupation of any warehouses buildings wharves yards cranes machines or other conveniences provided by them for the purposes of this Act for such period or periods not exceeding in any case five years at such rents and on such terms and conditions as shall be agreed between the Company and the corporations companies or persons taking the same.

Power to lease warehouses &c.

54. The Company from time to time may grant leases for any terms which they think fit not exceeding ninety-nine years of any of the lands of the Company not required or likely to be required for the purposes of the works by this Act authorised to any persons corporations or companies (such corporations or companies being capable at law to accept such leases) who shall covenant to improve such lands by laying out money in the construction or erection of graving docks warehouses sheds houses or other buildings thereon calculated to promote the business of the dock and they may also grant to such lessees the use during their respective leases of such waterway quay room and wharfage room and other easements as may be requisite or convenient for the purpose of the trade or busi-

Power to grant building and improved leases.

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ness to be carried on in or at the warehouses buildings or works to be erected or constructed by such lessees.

Terms and conditions of such leases.

55. Every such lease shall be made without fine and may be made with and subject to such exceptions reservations yearly or other rents or payments covenants conditions powers and provisions whatsoever as the parties thereto mutually agree on Provided always that by every such lease due provision shall be made for securing the payment performance and observance by the lessees thereunder of the rent (if any) covenants and provisions in and by the same respectively reserved and contained and on their part to be respectively paid performed and observed Provided also that a duplicate or counterpart of every such lease shall be executed by the lessees therein named and be delivered to the Company Provided also that any such lease shall as regards any lands in respect of which John Cole Nicholl his heirs or assigns are by virtue of the Agreement scheduled to this Act entitled to one moiety of the net rent or rents or other pecuniary consideration in respect of the letting thereof be without prejudice to the provisions of Article 3 of the said Agreement.

Company not to be bound to sell lands demised.

56. Anything in the Lands Clauses Consolidation Act 1845 to the contrary notwithstanding the Company shall not be bound to sell or dispose of any lands which may be included in any such lease or the reversion thereof.

Railway deposit fund not to be repaid except so far as railway opened.

57. Whereas pursuant to the Standing Orders of both Houses of Parliament and to an Act passed in the session of Parliament held in the ninth and tenth years of Her present Majesty chapter twenty a sum of twenty-two thousand five hundred and twenty-nine pounds consolidated three pounds per centum annuities has been transferred into the name and with the privity of Her Majesty's Paymaster General in respect of the application to Parliament for this Act of which annuities six thousand two hundred and twenty pounds (herein-after referred to as "the railway deposit fund") represents five per centum upon the amount of the estimate in respect of the railways authorised by this Act and the remainder (herein-after referred to as "the dock deposit fund") represents four per centum upon the amount of the estimate in respect of the works other than the railways authorised by this Act Be it enacted that notwithstanding anything contained in the said recited Act the railway deposit fund shall not be transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously

to the expiration of the period limited by this Act for the completion of the railways open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the railway deposit fund which bears to the whole of the railway deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railways the Court shall on the application of the depositors order the said portion of the railway deposit fund so specified in such certificate as aforesaid to be transferred to the depositors or as the depositors shall direct and the certificate of the Board of Trade shall if signed by the Secretary or by an Assistant Secretary of the said Board be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the recited Act to the contrary notwithstanding.

Application of deposit.

58. If the Company do not previously to the expiration of the period limited by this Act for the completion of the railways complete the railways and open the same for the public conveyance of passengers then and in every such case the railway deposit fund or so much thereof as shall not have been transferred to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of the railways and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court may seem fit and if no such compensation shall be payable or if a portion of the railway deposit fund shall have been found sufficient to satisfy all just claims in respect of such compensation then the railway deposit fund or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and shall accordingly be transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall

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wholly or in part be transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof Provided that until the railway deposit fund shall have been retransferred to the depositors or shall have become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Release of Dock Deposit Fund.

59. On the application of the depositors by petition in a summary way at any time after the passing of this Act the Court may and shall order that the dock deposit fund and the interest and dividends thereon shall be transferred to the depositors or to any other person or persons whom the depositors may appoint in that behalf.

Period for completion of works.

60. If the works by this Act authorised are not completed within six years after the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Tolls for use of railway.

61. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say) :—

Tolls for goods.

In respect of goods conveyed on the railway :

For all dung compost and all sorts of manure lime and limestone and all undressed materials for the repair of public roads or highways per ton per mile not exceeding one penny and if conveyed by carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny ;

For all coals coke culm charcoal and cinders all stones for building pitching and paving all bricks tiles slates clay sand ironstone and iron ore pig iron bar iron rod iron hoop iron and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise per ton per mile not exceeding three halfpence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny ;

For all sugar grain corn flour hides dyewoods earthenware timber stones and deals metals (except iron) nails anvils vices and chains per ton per mile not exceeding twopence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding three farthings ;

For all cotton and other wools drugs manufactured goods

and all other wares merchandise fish articles matters or things per ton per mile not exceeding threepence and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one penny;

And for every carriage of whatever description having more than two wheels not being a carriage adapted and used for travelling on a railway and not weighing more than one ton carried or conveyed on a truck or platform per mile not exceeding sixpence and a further sum of twopence per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh and if conveyed on a truck or platform belonging to the Company an additional sum per mile not exceeding twopence.

Tolls for passengers.

In respect of passengers conveyed on the railway (exclusive of the duties payable in respect of passengers) as follows:—

For any person conveyed in or upon any such carriage per mile not exceeding twopence and if conveyed in or upon any carriage belonging to the Company an additional sum per mile not exceeding one penny.

Tolls for animals.

In respect of animals conveyed on the railway—

For every horse mule ass or other beast of draught or burden per mile not exceeding threepence and for every ox cow bull or neat cattle per mile not exceeding twopence and if conveyed in or upon any carriage belonging to the Company an additional sum per mile not exceeding one penny;

For every calf or pig per mile not exceeding one penny and for every sheep lamb or other small animal per mile not exceeding three farthings and if conveyed in or upon any carriage belonging to the Company an additional sum per mile not exceeding one farthing.

Tolls for propelling power.

62. The tolls which the Company may demand and take for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal or for each ton of goods or other articles in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to the tolls.

63. The following provisions and regulations shall be applicable to the fixing of such tolls (that is to say):

For all goods passengers and animals conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles;

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges as for one mile;

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For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and if there be a fraction of a ton such fraction shall be deemed a quarter of a ton;

With respect to all articles except stone and timber the weight shall be determined according to the usual avoirdupois weight;

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak mahogany teak beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so on in proportion for any smaller quantity.

Tolls for small parcels and articles of great weight.

64. Notwithstanding the rate of tolls prescribed by this Act the Company may with respect to small packages and single articles of great weight demand and take the tolls following (that is to say):

For the carriage of small parcels (that is to say parcels not exceeding five hundred pounds weight each) on the railway as follows:—

For any parcel not exceeding seven pounds in weight threepence;

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight fivepence;

For any parcel exceeding fourteen pounds and not exceeding twenty-eight pounds in weight sevenpence;

For any parcel exceeding twenty-eight pounds and not exceeding fifty-six pounds in weight ninepence;

For any parcel exceeding fifty-six pounds in weight the Company may demand any sum which they think fit:

Provided always that articles sent in large aggregate quantities although made up of separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but such term shall apply only to single parcels in separate packages.

For the carriage of any one boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall be less than four tons the Company may demand such sum as they think fit not exceeding twopence per ton per mile;

For the carriage of any one boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall exceed four tons but shall not exceed eight tons the Company may demand such sum as they think fit not exceeding sixpence per ton per mile;

For the carriage of any single piece of timber stone machinery or other single article the weight of which with the carriage shall exceed eight tons the Company may demand such sum as they think fit.

Passengers luggage.

65. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Maximum rates of charges for passengers.

66. The maximum rate of charge to be made by the Company for conveyance of passengers upon the railway including the tolls for the use of the railway and of carriages and for locomotive power and every other expense incidental to such conveyance shall not exceed the following sums (that is to say) :—

For every passenger conveyed in a first-class carriage the sum of threepence per mile;

For every passenger conveyed in a second-class carriage the sum of twopence per mile;

For every passenger conveyed in a third-class carriage the sum of one penny per mile.

Maximum rates of charges for cattle goods &c.

67. And with respect to the conveyance of horses cattle carriages and goods the maximum rate of charge to be made by the Company including the tolls for the use of the railway and wagons or trucks and locomotive power and every expense incidental to such conveyance (except a reasonable charge for loading and unloading of goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say) :—

For every horse mule ass or other beast of draught or burden the sum of fivepence per mile;

For every ox cow bull or neat cattle the sum of twopence per head per mile;

For every calf or pig the sum of one penny per mile;

For every sheep lamb and other small animal the sum of three farthings each per mile;

For every carriage the sum of sevenpence per mile;

For manure and other articles herein-before classed therewith the sum of one penny halfpenny per ton per mile;

For coals and other articles herein-before classed therewith the sum of one penny halfpenny per ton per mile;

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For sugar and other articles herein-before classed therewith the sum of threepence per ton per mile;

For cotton and other goods and articles herein-before classed therewith the sum of fourpence per ton per mile.

Restriction as to charges not to apply to special trains.

68. The restriction as to the charges to be made for passengers shall not extend to any special train that may be required to be run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed or to be appointed from time to time by the said Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

69. Nothing herein contained shall be held to prevent the Company from taking any increased charge over and above the charges herein-before limited for the conveyance of animals or goods of any description by agreement with the owners of or persons in charge thereof either in respect of the conveyance thereof by passenger trains or by reason of any other special service performed by the Company in relation thereto.

Terminal station.

70. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Classification table to be open to inspection copies to be sold.

71. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Terminal charges (if any) to be specified on application.

The Company shall within one week after application in writing made to the Secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railways render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railways shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Penalty.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty

not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section fourteen of the Regulation of Railways Act 1873.

Dock rates payable although the whole works not completed.

72. So soon as the dock and works connected therewith hereby authorised are certified by a certificate under the hand of the Chairman of the Quarter Sessions of the county of Glamorgan in the manner provided by the Harbours Docks and Piers Clauses Act 1847 to be completed and fit for the reception loading or unloading of vessels the Company from time to time may demand and take the several rates by this Act authorised although the whole of the dock and works be not then completed.

Tonnage rates on vessels entering dock.

73. The Company may from time to time demand and take for every vessel entering the dock for every ton measurement of the vessel such dock rates as the Company think fit not exceeding the dock rates specified in Schedule A. annexed to the Swansea Harbour Act 1874 and all such tonnage rates shall be payable by the master of the vessel liable thereto.

Tonnage rates on vessels using works but not entering dock.

74. The Company may from time to time demand and take for every vessel which shall not enter the dock but shall receive or deliver passengers animals goods or minerals at or upon or otherwise use any of the works or premises of the Company any sum for every ton measurement of such vessel not exceeding twopence.

Half rates on vessels entering the dock from stress of weather.

75. The Company shall not demand or take in respect of any vessel entering the dock or works from stress of weather and not loading or unloading therein any part of her cargo or unloading the same only for the purpose of repairs to such vessel and not remaining in the said dock more than four tides (unless detained by stress of weather) more than one half of the full dock tonnage rates by this Act authorised.

Dock rates on goods.

76. The Company may from time to time demand and take in respect of all goods animals or things which are shipped or unshipped received or delivered into or from all vessels entering or using the dock and works any sums not exceeding the several rates specified in Schedule B. annexed to the Swansea Harbour Act 1874 with respect to such goods animals or things respectively and as to all goods animals or things not therein specified may demand and take rates equal to the rates from time to time payable in respect of goods animals or things of a like nature description or package and every such rate shall be payable by the owner or consignee of the goods.

Rates for landing passengers &c.

77. The Company may demand and take for every passenger embarking or disembarking in or from any vessel within the dock

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or works or at or upon any pier jetty or other work constructed under the provisions of this Act any sum not exceeding sixpence.

Further rates on vessels remaining in dock more than twenty-one days.

78. If any vessel using the dock or works whether it have previously paid or been liable to any such rates or not remain in the dock or works for any time longer in the whole than twenty-one days the Company may demand and take in addition to the other dock rates on shipping for every vessel so remaining a further dock rate not exceeding for every ton measurement of the vessel twopence a ton for every week the vessel so remains beyond three weeks and so in proportion for any period less than a week during which the vessel so remains in the dock or works.

Remission of portion of dock rates.

79. The Company may from time to time confer exemptions from such portion as they think fit of the dock tonnage rates where the vessel does not exceed one hundred tons burden Provided that every such exemption shall be made equally to all persons in respect of all vessels falling within the same class or description.

Power for Company to remit rates.

80. The Company if and when they think fit may remit or return the whole or any part of any rates in respect of any vessel or goods shown to their satisfaction to have been wrecked spoiled or damaged and may remit or return the whole or any part of any rates under any other circumstances which in their judgment make the remission or return reasonable and just so as the claim for the remission or return be made and substantiated to the satisfaction of the Company within such time as under the circumstances they deem reasonable.

Detention of vessels for payment of rates &c.

81. The Company may detain within the dock piers and works any vessel in respect of which any rate rent charge or expense is due or payable under this Act until the same is fully paid.

Rates to be charged for use of cranes and weighing machines.

82. The Company may demand and take for the use of their stores sheds cranes drops staiths shipping machines machinery and weighing and measuring machines and also for the use of the wharves of the Company (when the same shall be occupied for a longer period than forty-eight hours) and also for the landing shipping or moving by the Company or their servants of any goods animals articles or things of and from the owner or person having the charge of any goods animals articles or things deposited in such stores or sheds or loaded or unloaded weighed or measured by means of such cranes drops staiths shipping machines machinery and weighing and measuring machines or using or occupying the wharves of the Company or shipped by the Company or their servants such reasonable rates as the Company may from time to time appoint.

Power to charge for disembarking shipping and warehousing of goods &c.

83. The Company may make such reasonable charges as they think fit for work and labour done by them for shipping unshipping landing relanding loading weighing and depositing in warehouses or stores all or any of the goods wares and merchandise whatsoever which shall be shipped or landed at the dock or shall be warehoused or stored upon the premises of the Company and any other services rendered by them in respect of such goods wares and merchandise and may recover such charges in the same manner and by the same means as other rates tolls and duties by this Act imposed are or shall be recoverable.

Rates for repairing slips.

84. The Company may from time to time demand and take for the use of their graving docks and repairing slips from the owner or master of each vessel using such graving docks and repairing slips such reasonable rates and sums respectively as the Company shall from time to time appoint.

Charges for sidings.

85. In addition to any other tolls and charges by this Act authorised the Company may from time to time demand and take for the use of sidings belonging to them and other works and conveniences connected therewith from the persons companies or corporations using the same such reasonable tolls and charges as the Company may from time to time appoint not exceeding twopence per wagon per day after such wagon shall have been standing on such siding for three consecutive days (Sundays excepted).

Power for Company to recover rents and charges for goods by sale &c.

86. If default be made in payment to the Company of any rent or charge with respect to any goods at on or in the dock quays yards warehouses or other works of the Company the Company (first paying the Customs duties and Inland Revenue duties if any due and payable thereon) may detain and sell the goods or any part thereof and after retaining the amount so paid may retain for themselves the rent or charges so due and payable to them and the expenses of detention and sale rendering on demand the surplus (if any) of the proceeds of sale and such (if any) of the goods as remain unsold to the person appearing to them to be entitled thereto Provided that the exercise by the Company of any power by this section given to them shall not take away or prejudice any other right or remedy that the Company may have for the recovery of the amount of the rates rents charges and expenses due and payable to them or the balance thereof.

Restrictions as to time of sale by Company for recovery of charges.

87. Provided that (except with respect to goods of a perishable nature which in the judgment of the Company would be materially lessened in value by being retained by them) the Company shall not so sell any goods until after the expiration of three months after the

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time at which the goods are unshipped or delivered at their dock quays yards warehouses or other works.

Sale of perishable goods for freight.

88. The Company may if they think fit sell any goods of a perishable nature deposited and lodged with them at any time when in their judgment the goods would be materially lessened in value by being retained by them and whether or not they have notice of the non-payment of freight claimed on the goods or notice to retain the same.

Application of proceeds of sale of perishable goods for freight.

89. When the Company so sell any such perishable goods they shall apply the proceeds of the sale so far as they suffice in the first place in payment of the rates rents and charges due and payable to the Company including any sum advanced in payment of Customs duties and Inland Revenue duties in respect of the goods and the expenses of the sale and in the next place if the Company have been duly served with notice in writing of a claim for freight in respect of the goods (but not otherwise) in payment of the freight rendering on demand the surplus (if any) of the proceeds and the unsold goods (if any) to the person appearing to them to be entitled thereto.

Company may give certificates of deposited goods and warrants for delivery of goods.

90. The Company from time to time at the request of any person warehousing or depositing any goods in any warehouse or upon or in any of the quays or yards of the Company specially appropriated for the purpose or entitled to any goods so warehoused or deposited may if the Company think fit issue and deliver to him a certificate in a form approved by the Company of the goods so warehoused or deposited or a warrant in a form approved by the Company for the delivery of the goods so warehoused or deposited or any part thereof to be respectively specified in the warrant.

Effect of Certificate or Warrant.

91. Every such certificate or warrant shall be deemed to be a document of title to the goods specified therein and shall be transferable by indorsement and any holder of such certificate or warrant whether the person named therein or the indorsee thereof shall have the same right to the possession and property of such goods as if they were deposited in his own warehouse.

Effect to be stated on face of certificate or warrant.

92. Every such certificate or warrant shall state on the face thereof the effect of the preceding section and that it is issued under the powers of this Act.

Warrant not to be given till certificate given up.

93. Before a warrant for the delivery of all or any of the goods specified in any certificate is issued by the Company the certificate shall be delivered to them to be cancelled Provided that if the warrant be for the delivery of part only of the goods the Company shall issue to the person so delivering up the certificate a new certificate with respect to the goods not specified in the warrant.

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Warrant not to be given till freight rates &c. paid.

94. No such certificate or warrant for delivery shall be given unless and until all liens and claims for freight and all other liens or claims whatsoever to which the goods were liable while on board any vessel and before the warehousing or depositing of the same and of which the Company have notice in writing and all rates rents charges and expenses payable to the Company with respect to the warehousing or depositing of the goods or for services performed by the Company in respect thereof are paid or discharged.

Warrants &c. signed by duly authorised officers sufficient.

95. All certificates delivery warrants transfer certificates and other documents relating to goods in the custody of the Company or to the management of the business of their dock being signed and issued by any officer duly authorised in that behalf shall be effectual in law and binding on the Company and all other parties interested without any other signature and without any seal.

Company may pass entries when owners of goods neglect to pass them.

96. Whenever the despatch of business is obstructed by any neglect or delay of the owner or consignee of any ship vessel cargo or part of a cargo in making passing or lodging due entries for the cargo or any part thereof the Company may cause an entry to be passed for the cargo or any part of the cargo of any ship or vessel within the dock piers and works for which an entry has not been made nor the proper customs order for the delivery of the cargo or part of cargo lodged with the proper officer of the customs at the dock by the owner or consignee thereof within forty-eight hours after the day on which the cargo of the ship or vessel is reported at the Custom House provided such cargo or such part of the cargo be such as by law may be warehoused and the expense of the entry shall be reimbursed to the Company by the owner or consignee of the cargo or part of the cargo so entered and shall be recoverable in the like manner as the rents or charges due and payable to the Company in respect of the cargo or part of a cargo and the forty-eight hours shall be reckoned exclusive of Sunday Christmas Day Good Friday and any day appointed for a public fast or thanksgiving.

Accidental error in entry not to render cargo seizable.

97. Provided that no cargo or part of a cargo so entered by the Company shall be liable to seizure by reason of any inaccuracy in the passing of any such entry if it appear to the Commissioners of Customs that the inaccuracy was not intentional or occasioned by wilful and culpable negligence.

Officers of Customs to have free access to dock without payment of toll.

98. All officers of Customs being in the execution of their duty shall have free ingress and egress into and out of the dock and premises and through the entrance of the same and also freely to pass with their vessels and boats through the water communications of

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the dock and premises at all times without payment of any toll or sum for so doing.

Penalty for casting ballast or rubbish within certain limits.

99. If any person under any pretence whatsoever and without the authority or direction of the Company (save in the execution of works properly authorised and save also so far as is proper for the execution of such works) shall cast or unload any ballast or rubbish within the dock limits every person so offending shall for every such offence forfeit any sum not exceeding twenty pounds.

Power to make byelaws as to ballast.

100. The Company from time to time may make alter and repeal such byelaws as they think fit for regulating the removal and disposal of all ballast brought by any vessel and for regulating the supply of ballast to vessels.

Ballast to be brought to sides of vessels and thrown in immediately.

101. All ballast supplied to any vessel shall be brought in a proper and sufficient truck or ballast lighter to the side of such vessel and thence immediately thrown into such vessel by the crew or other persons and every person offending against this enactment shall for every such offence forfeit any sum not exceeding five pounds.

Company to fix ballast rates.

102. The Company may from time to time fix the rates to be paid for the removal of ballast from and into vessels in the dock and such ballast rates shall be payable by the master or owner of every vessel which discharges or loads any ballast in the dock to the Company in respect of the vessels into or out of which such ballast is loaded or discharged and shall be recoverable by the Company as other rates in respect of vessels are by this Act recoverable.

Power for Company to make byelaws as to dock piers quays &c.

103. In addition to the byelaws which under the provisions with respect to the byelaws to be made by the Undertakers of the Harbours Docks and Piers Clauses Act 1847 incorporated with this Act the Company may from time to time make alter and rescind such byelaws as they think fit for all or any of the following purposes (that is to say):—

For preventing any part of the dock piers quays and works of the Company specially appropriated by them for any particular trade business or purpose being used for any other purpose so as to prevent or interfere with its user for the purpose for which it is so appropriated;

For regulating the times and manner of paying and the places for payment of the rates rents and charges payable to the Company;

For preventing the exhibiting or placing on any of the quays of the Company of any goods for sale other than such goods as the Company from time to time think fit to be permitted to be

sold there and other than perishable articles landed on the quays and sold within forty-eight hours of their being landed;

For preventing persons from playing or loitering about in and upon the unenclosed quays and open sheds of the Company to the obstruction of the business of the Company or to the risk or damage of any of the goods there;

For providing that the whole of the quays and wharves of the Company abutting upon the dock and upon which goods are usually landed shall be used only for the purposes of the business of the Company and of the dock;

For regulating the discharging depositing and measuring of timber at and in and from the dock quays yards and works of the Company;

For directing regulating or preventing the user of fires candles and lamps within and upon the dock and quays or on board of any vessel being within the dock or piers or within one hundred yards of any part of the dock and piers;

For preventing the smoking and lighting of tobacco or any herb or substance whatsoever in any such vessel or in or upon the dock or any of the quays or within the limits of the dock works and lands of the Company.

For regulating with the consent of Her Majesty's Commissioners of Customs the days and hours during which the gates and doors of the warehouses wharfs vaults and buildings within the dock and works in which are deposited any goods liable to the duties of Customs shall be opened and continue open for the purposes of business and shall be shut and locked respectively.

Confirmation of byelaws.

104. The byelaws from time to time made by the Company except such as relate solely to the Company or their officers or servants shall be subject to the provisions of the Harbours Docks and Piers Clauses Act 1847 but no such byelaws nor any byelaws to be made by the Company under the Harbours Docks and Piers Clauses Act 1847 shall have any force or effect unless and until the same be confirmed by the Board of Trade.

Power to appoint meters and weighers.

105. The Company may in connexion with the dock appoint and license a sufficient number of persons to be meters and weighers Provided always that nothing in this Act contained shall extend to compel any owner or person having the charge of any goods loaded or unloaded to employ the servants or labourers of the Company in weighing or measuring any goods or merchandise nor to prevent any such owner or person from providing his own weights and measures But nothing in this section contained shall entitle any person to enter into the warehouses to be erected by the Company or to intro-

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duce any weighing machines measures weights or other things whatsoever therein without the consent of the Company.

Company may provide steamers tugs &c.

106. The Company may from time to time build purchase contract for or hire and may maintain and use steamers tugs lighters and other ships and boats and may from time to time fix such rates or charges as may appear to them reasonable for or in respect of the use thereof and such rates or charges shall be paid by the owner agent master consignee or other person having charge of any vessel obtaining or demanding the assistance or use of any such steamers tugs or lighters or other ships or boats to the Company or to the person with whom they may contract as the case may be and such rates and charges shall be due and payable whether such steamers tugs lighters or other ships or boats shall be actually employed or not provided the assistance or use thereof shall have been required and shall in consequence of such requisition have been tendered by the master or other person having the command of such steamer tug lighter or other ship or boat. Provided always that nothing in this Act contained shall be deemed or construed to authorise the Company to require any owner agent master consignee or other person having charge of any vessel lighter or craft to employ hire or use any such steamer tug lighter or other ship or boat.

Watching and lighting of dock &c. and supply of water.

107. The Company may demand and receive from the master or owner of every vessel entering or resorting to or using the dock and works such reasonable rates in respect of the watching and lighting of the dock piers quays wharves and works or shipping and in respect of signals and of telegraphic or telephonic appliances as they may from time to time order or direct and such rates may vary according to the length of time during which such vessel shall remain within the dock or otherwise as the Company may from time to time determine and the Company may also make such reasonable charge in respect of water supplied by them to any such vessel as they may from time to time order or direct and such charge in respect of water supplied to any such vessel shall on demand be paid by the master or owner of such vessel to the Company. But no rates shall be demanded or taken under this section unless they have been sanctioned by the Board of Trade.

Power to enter into working and traffic arrangements with Great Western Railway Company.

108. The Company on the one hand and the Great Western Railway Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance by the Great

Western Railway Company of the dock railway and works of the Company or any of them or any part thereof;

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the undertakings of the contracting Companies or either of them;

The supply and maintenance under any agreement for the dock and railway or either of them being worked and used by the Great Western Railway Company of engines rolling stock plant and machinery necessary for the purposes of such agreement and the employment of officers and servants for the conduct of traffic;

The erection or construction of wharves jetties landing places tramways sidings accommodation works buildings and conveniences and the maintenance use and repair thereof;

The payments allowances drawbacks or rebates to be made by either of the contracting Companies to the other of them;

The fixing collection payment appropriation apportionment and distribution of the tolls rates income and profits arising from the respective undertakings of the contracting Companies or either of them.

Tolls on traffic conveyed partly on the railways and partly on other railways.

109. During the continuance of any agreement to be entered into under the provisions of this Act for the working or use of the railway or any part thereof by the Great Western Railway Company the railways of the Company and of the Great Western Railway Company shall for the purposes of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on the railway of the Great Western Railway Company for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railway of the Company and partly on the railway of the Great Western Railway Company.

Saving rights of the Crown under Crown Lands Act.

110. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections twenty-one and twenty-two of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty Her heirs and successors.

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Saving rights of the Crown in the foreshore.

111. Save as is in this Act otherwise expressly provided nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

As to future accretions.

112. If any land not required for the purposes of this Act shall at any time after the execution of any works under the authority of this Act become raised in height or reclaimed or by any other means cease to be subject to the flow and re-flow of the ordinary tides or to be permanently covered with water (and that whether gradually or imperceptibly or otherwise) the Company shall not by virtue of the ownership of any lands which they are by virtue of this Act empowered to take or acquire have any estate right or interest in or to the land so raised in height or reclaimed or ceasing to be so subject or to be so covered as aforesaid by reason that such raising reclamation or cesser has been gradual or imperceptible or has been wholly or partially caused either by the works by this Act authorised or otherwise.

Saving rights of the Duchy of Lancaster.

113. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to Her Majesty in right of Her Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said Duchy first had and obtained (which consent the said Chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty Her heirs or successors in right of Her said Duchy.

Interest not to be paid on calls paid up.

114. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

115. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to execute any other work or undertaking.

Provision for Merchant Shipping Act and general Acts.

116. Nothing in this Act contained shall exempt the dock or the Company from the provisions of the Merchant Shipping Act 1854 or any general Acts relating to docks or dues on shipping or on goods carried in ships now in force or which shall be passed during the present or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the dock rates or dues by this Act authorised.

Provision as to general Railway Acts.

117. Nothing in this Act contained shall exempt the Company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

Costs of Act.

118. All costs charges and expenses of and incident to the preparing and applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

An Agreement made the tenth day of July One thousand eight hundred and eighty-three Between John Cole Nicholl of Merthyr Mawr in the County of Glamorgan Esquire of the one part and Hugh Bevan of Bridgend in the County of Glamorgan Provision Merchant and Thomas Tamplin Lewis of Bridgend aforesaid Solicitor being two of the Promoters of a Bill now pending in Parliament and entitled "An Act to "authorise the construction and maintenance of a Dock at the "mouth of the River Ogmore and of a Railway Aqueduct and "other works in connexion therewith in the County of "Glamorgan and for other purposes" of the other part.

Whereas the Promoters are seeking the incorporation of a Company by the name of the Ogmore Dock and Railway Company (herein-after referred to as "the Company") having for the objects of its incorporation the purposes referred to in the title of the said Bill (herein-after called "the Act") And whereas the said John Cole Nicholl is the owner of the whole of the land on which it is proposed to construct the said dock and also the owner of a considerable portion of the land on which the said railway aqueduct and other works in connexion therewith are proposed to be made and has presented a Petition to the Right Honourable the Lords Spiritual and Temporal in Parliament assembled against the said Act And whereas in consideration of the withdrawal of the said Petition the Promoters have entered into this Agreement for the protection of the said John Cole Nicholl and have undertaken to insert the same in the Act Now it is mutually agreed between the parties hereto as follows (that is to say):—

1. The Company shall purchase from the said John Cole Nicholl the lands coloured red on the plan attached hereto and containing two hundred and ten acres or thereabouts and shall pay to the said John Cole Nicholl as the purchase money for the said lands the sum of twenty thousand pounds at the expiration of three years from the passing of the Act or upon the taking possession by the Company of any part of the said lands whichever shall first happen Provided nevertheless that nothing herein contained shall prevent the said John Cole Nicholl his heirs and assigns and his and their tenants having at all times reasonable and sufficient access through some portion or portions of the lands hereby agreed to be sold not being the actual dock and railway premises of the Company to and from the other lands of the said John Cole Nicholl.

2. In case the Company at any time shall sell any of the lands hereby agreed to be purchased otherwise than as part of their Undertaking the Company shall pay to the said John Cole Nicholl his heirs or assigns owner

or owners for the time being of the adjoining lands one moiety of such net purchase money.

3. If the Company shall at any time let any of the lands hereby agreed to be sold other than lands upon which there shall have been constructed or erected or upon which the lessee shall covenant to construct or erect any wharf graving dock timber pond warehouse or sheds or other similar works used or intended to be used for the purposes of or in connexion with the repair of vessels or the depositing landing or shipping of passengers animals goods or ballast or the convenient conveyance thereof or for any other purpose generally calculated to promote the business of the Company then one equal moiety of the net rent or rents or other pecuniary consideration received by the Company in respect of any such letting shall be paid by the Company to the said John Cole Nicholl his heirs or assigns owner or owners as aforesaid.

4. Provided always that in every case in which the Company sell or let any of the said lands with any building erected thereon by and at the expense of the Company the purchase money or rent or rents or other pecuniary consideration for which the Company shall sell or let such lands shall for the purposes of this Agreement be apportioned so that a due proportion thereof shall be attributed to the building so erected and such proportion shall not be taken into account as purchase money or rent whereof one equal moiety is hereby agreed to be paid by the Company to the said John Cole Nicholl his heirs or assigns.

5. The Company shall construct that portion of the said railway leading to the said dock the centre line of which is coloured blue on the plan attached hereto in accordance with that line and so far as practicable without any deviation from the said line And the Company shall construct and maintain to the reasonable satisfaction of the said John Cole Nicholl his heirs and assigns and so that the same may be opened for traffic contemporaneously with the opening of the dock a road thirty feet wide at the least as shown on the said plan attached hereto and coloured yellow between the points marked A and B and running along the west or north-westerly side of the railway which piece of land is to be given by the said John Cole Nicholl for the purpose of this easement only And the said John Cole Nicholl his heirs and assigns and his and their tenants shall have the free right at all times of using the said road without toll or charge and free access thereto from the land of the said John Cole Nicholl adjoining or abutting thereon and the Company shall make and at all times maintain a crossing over under or on the level of the said railway for the purpose of preserving the existing communication with or along the road in the parish of Merthyr Mawr numbered 6 on the deposited plans.

6. If at any time after ten years from the passing of the Act the Undertaking by the Act authorised be abandoned by Act of Parliament then the whole of the lands purchased by the Company under this Agreement shall revert to the said John Cole Nicholl his heirs or assigns and if during the first ten years from the passing of the Act the lands purchased by the Company under this Agreement or any part thereof not sold or leased shall remain not used and shall at any time thereafter for

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ten consecutive years remain not used for any of the purposes of or authorised by the Act or this Agreement then and in every such case such lands so not used shall revert to the said John Cole Nicholl his heirs or assigns owner or owners as aforesaid and in every case of reverter the lands to revert shall by force of the Act revert in fee simple and be vested in the said John Cole Nicholl his heirs or assigns freed from all claims and demands of the Company and all persons claiming by from through or under them.

7. If any difference shall arise between the Company and the said John Cole Nicholl his heirs or assigns as to their rights duties or liabilities under this Agreement such difference shall be settled by arbitration in the manner provided by the Companies Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

8. It shall be lawful for the Company at any time within three years from the passing of the Act they not having taken possession of any parts of the said lands and having abandoned the carrying out of their Undertaking to rescind this contract by a notice in writing served upon the said John Cole Nicholl his executors or administrators.

9. Nothing herein contained shall in any event impose any liability on the said Hugh Bevan and Thomas Tamplin Lewis or either of them.

10. This Agreement is subject to the sanction of Parliament and subject thereto shall be scheduled to and confirmed by the Act.

In Witness whereof the parties hereto have set their hands the day and year first above written.

Witness to the signature of the said John Cole Nicholl
R. W. Williams
Solicitor
Cardiff.

} John C. Nicholl.

Witness to the signature of the said Hugh Bevan and Thomas Tamplin Lewis
W. Richd. Randall
Solicitor
Bridgend.

} Hugh Bevan.
} T. T. Lewis.

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