CHAP. cxxvii.

An Act to enable the Pembroke and Tenby Railway Company to extend their railway to Pembroke Dockyard, and to make arrangements with the Admiralty; and for other purposes. [14th July 1870.]

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WHEREAS the Pembroke and Tenby Railway Company, in this Act called "the Company," were incorporated by "The Pembroke and Tenby Railway Act, 1859," and were thereby authorised (among other things) to make and maintain a railway commencing in the parish of St. Mary, Pembroke, in the county of Pembroke, and terminating in the parish of St. Mary, Tenby, in the same county: 22 & 23 Vict. c. vi.

And whereas by "The Pembroke and Tenby Railway (Extension) Act, 1864," the Company were authorised to extend their railway to the South Wales Railway at Whitland: 27 & 28 Vict. c. clxxxiii.

And whereas by the Pembroke and Tenby Railway Act, 1866, provision was made for establishing railway communication on the narrow gauge between Whitland and Carmarthen: 29 & 30 Vict. c. cccxxx.

And whereas the said railways and communication between Pembroke and Carmarthen have for some time been completed and open for traffic:

And whereas in the Act of 1866 it was provided (section 26) that the Company should use their best endeavours to obtain, after being required by the Admiralty so to do, authority to make a short line of railway to the Royal Dockyard at Pater, where it abuts on Commercial Row, and also authority to make arrangements with the Admiralty in reference thereto:

And whereas the Admiralty desire that the Company should now obtain authority to extend their railway to the dockyard, and to carry out the arrangements referred to in the Act of 1866:

And whereas plans and sections of the railway and works by this Act authorised, with a book of reference to the plans containing the names of the owners and lessees, or reputed owners and

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lessees, and of the occupiers of the lands in which the same are to be made, have been deposited with the clerk of the peace of the county of Pembroke, and those plans, sections, and book of reference are herein-after referred to as "the deposited plans, sections, and book of reference:"

And whereas it is also expedient that the undertaking by this Act authorised should be kept separate and distinct from the other undertakings of the Company, and that the Company should be authorised to raise a separate capital for the purposes thereof:

And whereas it would be for the public convenience if the Company, and the companies and persons from time to time lawfully working or using their railway, had power to work over and use the small portion of the Carmarthen and Cardigan Railway which intervenes between the terminus of the Company's railway at Carmarthen and the Carmarthen station of the Carmarthen and Cardigan Railway Company, together with that station and the conveniences connected therewith:

And whereas the aforesaid objects cannot be accomplished 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:

Short title.

1. This Act may be cited for all purposes as "The Pembroke and Tenby Railway (Dockyard Extension) Act, 1870."

Provisions of general Acts herein named incorporated.

2. "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," and "The Railways Clauses Consolidation Act, 1845," Part I. of "The Railways Clauses Act, 1863," "The Companies Clauses Consolidation Act, 1845," and Part II. of "The Companies Clauses Act, 1863," as amended by "The Companies Clauses Act, 1869," are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the Company" shall mean the Pembroke and Tenby Railway Company; the expression "the railway" or "the undertaking" shall mean the railway or undertaking by this Act authorised or any part thereof; the expression "the Admiralty" shall mean the Lord High Admiral of the United Kingdom, or the Commissioners for executing the office of Lord High Admiral; and

the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Power to make railway according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway herein-after described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose. The railway hereinbefore referred to and authorised by this Act is—

1. A railway, three furlongs and about four chains in length, wholly situate in the parish of Saint Mary, Pembroke, in the county of Pembroke, commencing by a junction with the Pembroke and Tenby Railway about seventy-six yards westward of the Pembroke Dock passenger station, and terminating within the eastern boundary wall of Her Majesty's dockyard at Pembroke.

Dockyard extension made a separate undertaking.

5. The undertaking by this Act authorised, and the lands and property from time to time vested in the Company for the purposes of the same, are, in conformity with the agreement in the schedule to this Act, hereby constituted a separate undertaking distinct and apart from all other undertakings, railways, lands, and works of the Company, and shall be called "The Dockyard Extension."

Management thereof.

6. Provided always, that the directors of the Company shall have the management and superintendence of the affairs of the Dockyard Extension, and they and any committees appointed by them for the purposes of that undertaking shall have and may exercise all such and the same powers with respect thereto as they have or might have or exercise with respect to any other undertaking of the Company.

Capital.

7. The capital of the Company for the purposes of the Dockyard Extension shall be twenty-one thousand pounds, and such further sum (if any) as the Company may be required or may agree to expend under clause six of the said agreement, with an addition of five pounds per centum thereto, and shall be called "Dockyard Guaranteed Stock."

Stock.

8. The Company may from time to time raise the dockyard guaranteed stock, or any part thereof, by the creation and issue of

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capital stock, and such stock shall be redeemable at the periods specified in Article V. of the agreement in the schedule to this Act, and (subject to the other provisions of this Act) may dispose of the same to such persons as the meeting creating the stock may think fit.

Separate accounts.

9. The Company shall keep separate accounts of all receipts, credits, payments, and liabilities from, for, or on account of the Dockyard Extension.

Dividend on a dockyard guaranteed stock.

10. The holders of dockyard guaranteed stock shall be entitled to the interest or dividend of four per centum per annum provided for by the said agreement, and to all sums which may be paid by the Commissioners of the Admiralty for the redemption of the said stock, but shall not take or be entitled to interest or dividend out of any other profits, nor shall the holders of any dockyard guaranteed stock be entitled in respect thereof to vote or intefere at any meeting of the Company on any question or proceeding not directly affecting the Dockyard Extension.

Qualifications of stock-holders.

11. All stock created under the powers of this Act shall, in proportion to the aggregate amount of capital in such stock held by the same person at the same time, and except as by or under the authority of this Act otherwise provided, confer the like qualifications and rights of voting as the like aggregate amount of capital in original shares of the Company would confer.

Application to such stock of part of 8 & 9 Vict. c. 16.

12. The sections of "The Companies Clauses Consolidation Act, 1845," number sixty-two, sixty-three, and sixty-four, relating to shares consolidated or converted into stock, shall (subject to the provisions of this Act) apply to all capital stock created under the powers of this Act in the same manner as if such capital stock were general capital stock formed by the conversion or consolidation of capital under the powers of that Act, and any instalments by which any stock created by or under the powers of this Act may be made payable shall be recoverable as calls are recoverable under that Act.

Application of moneys.

13. All moneys raised under this Act shall be applied for the purposes of this Act only.

Powers for compulsory purchases limited.

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

Period for completion of works.

15. The Dockyard Extension shall be completed within five years from the passing of this Act, and on the expiration of that period the powers by this Act granted to the Company for executing tha

railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Notice to be given of taking houses of labouring classes.

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

Power to cross certain roads on the level.

17. Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of roads on the level, the Company may in the construction of the railway carry the same with a single line of railway only while the railway shall consist of a single line, and afterwards with a double line of railway only, across and on the level of the roads next herein-after mentioned; (that is to say,)

No. on deposited plan.	Parish.	Description of road.
9 25 28 49 85	St. Mary, Pembroke	Public.

Provided always, that no engine, carriage, truck, or train shall be allowed to pass over the roads before mentioned at a greater speed than four miles an hour.

Penalty if railway not made within time limited.

18. If, after notice in writing by the Admiralty, given before the twenty-fourth day of June one thousand eight hundred and seventy-two, the Company fail within the period limited by this Act to complete the railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per cent. on the estimated cost of the works; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions

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of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeenth and eighteenth Victoria, chapter thirty-one, known as "The Railway and Canal Traffic Act, 1854;" and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeenth and eighteenth Victoria, chapter thirty-one, to an account opened or to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of moneys recovered by way of penalty.

19. Every sum of money so recovered by way of penalty as aforesaid 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 railway 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, 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 of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company.

Tolls on railway.

20. The Company may demand and take in respect of the railway tolls and charges for goods traffic not exceeding the tolls and charges specified in Article 12 of the scheduled agreement, and for passenger traffic, fares and rates not exceeding those authorised by the Act of 1859.

Power for Company to make

21. And whereas it is expedient that the Company be authorised to make and carry into effect any agreements or arrangements with

the Admiralty with respect to the purposes herein-after mentioned: Therefore the Company may from time to time make and carry into effect all such agreements and arrangements with the Admiralty, including the agreement in the schedule to this Act, as the Admiralty may from time to time have authority (independently of this Act) to make and may desire to make with respect to all or any of the purposes following; (to wit,)

agreements with the Admiralty.

The laying down, maintenance, use, and working of rails, sidings, works, and conveniences into, in, through, and along the Royal Dockyard and the premises of the Admiralty at Pater in the county of Pembroke:

The construction, maintenance, use, and working of the railway by this Act authorised:

The carriage of Government stores, materials, and other things, and of officers, servants, and workmen, and of naval officers and seamen, on any of the railways of the Company:

The expenditure on all or any of the works aforesaid:

The payments, periodical or otherwise, fixed or varying, to be made by the Admiralty to the Company in regard to the matters aforesaid, and the compositions for or exemptions from tolls and charges to be allowed and granted, and any incidental matters.

Agreement in schedule confirmed.

22. The articles of agreement contained in the schedule to this Act are hereby confirmed, and the same shall be valid as between the Admiralty and the Company, and binding on them respectively, and shall be carried into execution accordingly.

Power to use portion of Carmarthen and Cardigan Railway.

23. The Company and all companies and persons from time to time lawfully working and using the Company's railways may run over and use, with their engines and carriages, officers and servants, and for the purposes of traffic of every description, so much of the Carmarthen and Cardigan Railway as is situated between the junction therewith of the Pembroke and Tenby Railway and the Carmarthen station of the Carmarthen and Cardigan Railway Company, together with that station, and the sidings, watering places, and conveniences connected therewith.

Terms of such use.

24. The terms, conditions, and regulations to which the Company and such other companies and persons as aforesaid shall be subject in respect of the use of the said portion of railway, and the said station and conveniences connected therewith, and the tolls or other consideration to be paid by them for the same, shall, if not agreed upon between them and the Carmarthen and Cardigan Railway Company, be from time to time determined by an arbitrator to be appointed by the Board of Trade, and the decisions of such

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arbitrator shall be binding and conclusive on all the parties in difference, and the costs and expenses of each arbitration shall be defrayed as the arbitrator shall direct; and either of the said companies or persons as aforesaid who shall refuse or neglect to perform, observe, and conform to any decision given or regulation made by the arbitrator in the premises shall forfeit and pay to such person or company as the arbitrator shall determine any sum not exceeding fifty pounds for every such offence, and twenty pounds for every day during which such offence shall continue.

Tolls on traffic conveyed partly on railway of Company and partly on Carmarthen and Cardigan Railway.

25. During the exercise of the running powers by this Act authorised the railway of the Company and the railway of the Carmarthen and Cardigan Company shall, for the purposes of tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of the traffic conveyed partly on the railway of the Company and partly on the railway of the Carmarthen and Cardigan Company for a less distance than four miles, tolls and charges may only be charged as for four miles; and in respect of passengers, for every mile or fraction of a mile beyond four 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 four miles, tolls and charges as for a quarter of a mile only; and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway of the Company and partly on the railway of the Carmarthen and Cardigan Company.

Interest not to be paid on calls paid up.

26. The Company shall not, out of any money by this Act authorised to be raised by calls or by borrowing, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

27. 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 construct any other railway or to execute any other work or undertaking.

Railway not exempt from provisions

28. Nothing herein contained shall be deemed or construed to exempt the railway by this Act authorised to be made from the pro-

visions 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.

of present and future general Acts.

Costs of Act.

29. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall in the first instance, and without prejudice to the provisions of the said agreement, be paid by the Company.

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SCHEDULE.

ARTICLES OF AGREEMENT made the 31st day of March 1870 between the Pembroke and Tenby Railway Company (herein called "the Company") of the one part, and the Commissioners for executing the office of Lord High Admiral of the United Kingdom of Great Britain and Ireland, for and on behalf of Her Majesty, her heirs and successors (herein called "the Commissioners"), of the other part.

WHEREAS it would be conducive to the public service that Her Majesty's dockyard at Pembroke in the parish of St. Mary, Pembroke, in the county of Pembroke, should be connected by railway with the main line of the Pembroke and Tenby Railway: Now these presents witness, that for the considerations herein appearing the Company, for themselves, their successors, and assigns, so far as relates to the acts and deeds on their part to be performed, do hereby agree with the Commissioners, their successors in office, and assigns, and the Commissioners, for themselves and their successors in office, so far as relates to the acts and deeds on their part to be performed, do hereby agree with the Company, their successors, and assigns, as follows, that is to say:

1. The Company shall, if and when required by a notice in writing, signed by two of the Commissioners, or by their secretary, construct and complete, with all reasonable despatch, in a proper and workmanlike manner, to the satisfaction of the Director of Works of the Navy for the time being, or an officer to be appointed by him (who is herein-after called "the engineer of the Commissioners"), a single extension line of narrow gauge railway from the main line of the Pembroke and Tenby Railway, at a point near its terminus at Pembroke, to the said dockyard at Pater, where it abuts on Commercial Row, in the said parish of Saint Mary, Pembroke, together with a siding to such extension line, and all necessary communications, turn-outs, turntables, and conveniences in connexion therewith (all which works are herein-after referred to as "the new works"), upon the lands shown on and according to the plans, drawings, specification, and schedule of prices signed by two of the Commissioners, and sealed by the Company as relative hereto, or according to such further detailed or working drawings as may be subsequently required by the engineer of the Commissioners, and approved by him, or with such variations only as shall be assented to in writing by the respective engineers of the Company and the Commissioners.

2. The Commissioners shall immediately after the giving to the Company of such notice in writing as aforesaid give the Company the possession, free of cost, of the land necessary for the construction and completion of the said new works within the said dockyard, but the Company shall purchase and pay for the land and houses not within the said dockyard necessary for the construction of the said extension line, and also pay the essees and tenants compensation, conveyances, and valuation charges.

3. During the construction of the new works the engineer of the Company shall certify, at intervals of not less than one calendar month, the value of work executed and materials supplied by the Company under this agreement, and shall submit such certificates to the engineer of the Commissioners for his approval, and the Commissioners shall pay interest at the rate of four pounds per centum per annum to the Company on the amount which shall be so certified by the engineer of the Company and be approved of by the engineer of the Commissioners to be the value of work executed and materials supplied from the date of each certificate respectively until the completion of the new works.

4. On the completion of the new works the Commissioners shall pay to the Company an annuity of eight hundred and forty pounds, to commence from the day on which the engineer of the Commissioners shall certify that the new works were completed, and to be payable thenceforth by half-yearly payments, on the 1st day of January and the 1st day of July in every year, until the said annuity shall be redeemed; the first payment in respect of the said annuity shall be made on such of the said days as shall first happen after the completion of the new works, and shall be a due proportion only of a half-yearly payment in case the new works shall be completed on any other day than the 1st day of January or the 1st day of July.

5. The Commissioners shall be at liberty to redeem the said annuity on or after the expiration of the term of seven years after the completion of the new works, on giving to the Company twelve calendar months notice in writing of their intention so to do, and on payment to the Company on the expiration of such notice of the sum of twenty-one thousand pounds, with a proportionate part of the said annuity up to the day of payment. The sum of twenty-one thousand pounds is to include the purchase of land and construction of railway, and all expenses in connexion therewith.

6. If the Commissioners shall require any additional works to be executed by the Company in connexion with the said Dockyard Extension Railway beyond those described in the said plan, drawings, and specification, the Company will execute the same, and the price to be paid by the Commissioners to the Company for such additional works shall be the amount actually expended by the Company in the execution thereof, with the addition of five pounds per centum on such amount. The amount so expended shall be ascertained, settled, and certified by the engineers of the Company and of the Commissioners respectively: Provided always, that the Company shall not be required to execute any additional works under this article exceeding in amount five thousand pounds, except by special agreement.

7. In case any such additional works shall be executed by the Company, the Commissioners shall, during the construction thereof, pay interest at the rate of four pounds per centum per annum on the amount expended on such works, and shall, on the completion thereof, either pay to the Company, in cash, the amount expended by them in the construction of such works, with the addition of five pounds per centum thereto, or, at the option of the Commissioners, pay to the Company an annuity to be calculated at the rate of four pounds per centum per annum on the amount expended by the Company, with the addition of five pounds per centum thereon, and for the purposes of this clause certificates shall

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be issued by the engineer of the Company, and approved of by the engineer of the Commissioners, at periods of not less than one calendar month, in the same manner as is provided for by Article 3, and the said annuity, if payable, shall be redeemable at the same times and in the same manner as the said annuity of eight hundred and forty pounds, on payment by the Commissioners to the Company of the amount on which the said annuity was calculated.

8. The Company shall maintain in good working order and condition the new works, and any such additional works as aforesaid, to the satisfaction of the engineer of the Commissioners, and shall make out and deliver to him monthly statements of the actual cost of such maintenance, and the accuracy of such statement and the necessity of the works therein appearing to have been executed shall be certified by him, such necessity and amount to be settled, in case of difference, by arbitration, as herein-after provided by Article 16; and the Commissioners shall pay the accounts so certified, with the addition of five pounds per centum thereto, to the Company within seven days from the delivery of each certificate.

9. Provided always, that it shall be lawful for either of them, the Company or the Commissioners, to determine the arrangement contained in the 8th article of these presents by giving to the other of them six calendar months notice in writing of the intention so to do.

10. The Company shall have the exclusive management and control of the said Dockyard Extension Railway and siding, and of the connexion between the said extension line and the main line, and the Commissioners shall pay the expense of all signals and switches, and of all signalmen and switchmen which shall be rendered necessary by reason of the new works for the safety and management of the main line and the said extension line and siding, and the necessity for and the amount of such charges shall be settled by the Board of Trade in case the parties differ about the same.

11. The new works, including the land on which they stand, as shown on plan, shall belong to and be the property of the Commissioners, but the Company shall have the use of the said extension line and siding for all purposes connected with the railway traffic of the dockyard, and also shall have running powers over the said extension line, or any part thereof outside of the said dockyard for the general traffic of the Company, upon payment to the Commissioners of a toll of threepence per ton upon all goods and merchandise forming part of such dockyard and general traffic as shall be carried over the said extension line, or any part thereof, without deduction or abatement of any kind. In all cases goods for Her Majesty's dockyard to have precedence of transit to the exclusion for the time being of all other traffic.

12. The Company will from time to time, after the completion of the new works, duly receive, accommodate, convey, and deliver all traffic to or from the dockyard which shall be tendered to them at proper and convenient times, and the charge for the same shall be paid for at the rate of sixpence per ton upon all goods without distinction carried over the said extension line into the dockyard, subject to the deduction of threepence a ton to be paid to the Commissioners as specified in Article 11.

13. If the Commissioners shall at any time require the Company to provide engines for the purpose of shunting or performing other work at or about the

said dockyard upon lines of rails belonging to the Commissioners, the Company shall be bound to provide such engines out of their own stock, but not otherwise, at the same rates as are for the time being paid by or to the Company for similar work.

14. If at any time or times it should be found necessary or convenient for the purpose of the Company's railway or their general traffic arrangements, or from any other cause, to alter the mode of junction of the said extension line with the main line, or to alter the new works or any part thereof, they shall be at liberty to make such alterations, but so that the Commissioners shall not thereby be put to any expense, and that the efficiency of the new works for the railway traffic of the dockyard shall not be impaired, and the necessity for and nature of the alterations shall be settled by the Board of Trade in case the Company and the Commissioners differ as to them.

15. Every notice or other writing to be given for any of the purposes of this agreement shall be deemed to be duly given if, as regards a notice or other writing to be given by the Company, it be signed by the chairman or secretary of the Company, and be delivered or transmitted through the Post Office to the secretary of the Admiralty at Whitehall, and if, as regards a notice or other writing to be given by the Commissioners, it be signed by two of the Commissioners or by their secretary, and be delivered or transmitted through the Post Office to the secretary of the Company at the office of the Company at Pembroke.

16. If and whenever any difference shall arise between the Company and the Commissioners or their engineers respectively (and for the purposes of this and the following articles any difference between the engineer of the Company and of the Commissioners shall be deemed to be a difference between the Company and the Commissioners) touching the true intent or construction of these presents, or touching anything to be done or suffered or omitted in pursuance of these presents, or touching any of the incidents or consequences of these presents, or touching any breach or non-fulfilment of any of the terms and conditions of these presents, or touching any liability, damages, losses, costs, or expenses by reason of any such breach or non-fulfilment, or touching any claim or demand relating to any such liability, damages, losses, costs, or expenses, or touching any certificate to be given or approved of under these presents, or otherwise relating to any of the subject matters of these presents, every such difference, except in respect of the matters by the tenth and fourteenth clauses provided to be settled by the Board of Trade, shall be referred to and determined by arbitration.

17. Every such arbitration shall be in accordance with the provisions in that behalf of the "Railway Company's Arbitration Act, 1859," and these presents shall accordingly be and have effect as an agreement to refer and a submission to arbitration under that Act of any difference to be under Article 16 of these presents so referred; and those provisions, including section 29 of the said Act, shall accordingly be deemed to be incorporated with and to form part of these presents; and the Commissioners shall, for the purposes of those provisions, be deemed to be a company.

18. A person from time to time appointed in that behalf by writing by the parties in difference (the appointment as regards the Company being in writing

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under the hand of the chairman, and as regards the Commissioners by writing under the hand of their secretary) shall be the single arbitrator appointed for the purposes of the respective arbitration.

19. If when any such reference to arbitration is to be made there is not an arbitrator appointed under Article 18 in office and competent and willing to act, then a competent and impartial person, to be on the application of the parties in difference, or any of them, nominated for the purpose by the Board of Trade, shall be the single arbitrator for that turn.

20. If and whenever the arbitrator awards that there has been any failure by or on the part of any of the parties in difference in the due performance or observance of any of the terms and conditions of these presents, he may, if he think fit, award that any lawful sum or sums, in gross or otherwise, shall be paid by the respective party so in default to the other party as liquidated damages for the failure, and also, if he think fit, for any continuance or recurrence of the failure.

21. If the Commissioners do not within twelve months after the 25th day of March 1870 request the Company to construct and complete the extension of their railway into the said dockyard, the Commissioners shall pay to the Company a moiety of the expenses of and incident to the application to Parliament for the Act authorising such extension, and in the event of the Commissioners, after payment of such part of the expenses, requesting the Company to construct and complete the said extension, the amount so paid shall be deducted from any payment then or thereafter to become due from the Commissioners to the Company under this agreement.

In witness whereof the Company have hereunto caused their common seal to be affixed, and the Commissioners have hereunto set their hands and seals, the day and year first above written.

The common seal of the Pembroke and Tenby Railway Company affixed by order of the directors, in the presence of
THOMAS STOKES, Secretary.

Seal of the Pembroke and Tenby Railway Company.

Signed, sealed, and delivered by Admiral Sir Sydney Colpoys Dacres and Captain Lord John Hay, two of the said Commissioners, in the presence of
ALF. J. BRISTOW,
Somerset House.

S. C. DACRES. (L.S.)

J. HAY. (L.S.)

LONDON: Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE, Printers to the Queen's most Excellent Majesty. 1870.