CHAPTER clxxxviii.

An Act to confirm Agreements between the Swansea Harbour Trustees and the Corporation of Swansea, the Great Western and the Midland Railway Companies, for the leasing to that Corporation and to those Companies of Wharves and other accommodation at the Docks authorised to be constructed by the Swansea Harbour Act, 1874; and for other purposes. [24th July 1876.] A.D. 1876.

WHEREAS by the Swansea Harbour Act, 1874 (in this Act called "the Act of 1874"), the Swansea Harbour Trustees, incorporated by the Swansea Harbour Act, 1854 (in this Act called "the Trustees"), were empowered to make, construct, and maintain the docks, railways, and works thereby authorised, with quays, wharves, tramways, railways, roads, and other works, buildings, and conveniences connected with their undertaking: 37 & 38 Vict. c. civ.

And whereas an agreement, dated the seventeenth day of June one thousand eight hundred and seventy-six, has been entered into between the Trustees and the mayor, aldermen, and burgesses of the borough of Swansea (in this Act called "the Corporation"), for the leasing to the Corporation of certain quays or wharves connected with the said docks and works, and it is expedient that such agreement be confirmed:

And whereas an agreement, dated the third day of July one thousand eight hundred and seventy-six, between the Trustees and the Great Western Railway Company, and an agreement, dated the thirtieth day of June one thousand eight hundred and seventy-six, between the Trustees and the Midland Railway Company, have been entered into, for the leasing to those Companies of certain other quays or wharves connected with the said docks and works or certain parts thereof, and railway and other conveniences connected therewith, and it is expedient that such agreements be confirmed:

And whereas it is expedient that provision should be made for enabling the Trustees to grant improving leases of other quays,

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wharves, and lands conveyed to the Trustees under the provisions of the Act of 1874:

And whereas the several objects of this Act cannot be attained 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; (that is to say,)

Short title.

1. This Act may be cited for all purposes as the Swansea Harbour Act, 1876.

Provisions of 10 & 11 Vict. c. 16. incorporated.

2. The following clauses of the Commissioners Clauses Act, 1847, are incorporated in this Act; (that is to say,)

"With respect to the liabilities of the Commissioners and to legal "proceedings by or against the Commissioners;

"With respect to the giving notices and orders."

Hour for elections of proprietary trustees.

3. Notwithstanding anything in the Commissioners Clauses Act, 1847, the voting at every election of Proprietary Trustees or Trustee under the provisions of the Act of 1854 shall commence at eleven of the clock in the forenoon of the day fixed for any election of Proprietary Trustees or Trustee under the provisions of that Act.

Annual accounts to be made up and transmitted as required under 10&11 Vict. c. 16.

4. Notwithstanding anything in the Swansea Harbour Act, 1873, or in any other Act or Acts relating to Swansea Harbour, or in the Harbours, Docks, and Piers Clauses Act, 1847, the Trustees shall only be required to prepare and transmit their annual accounts in the manner provided for by the Commissioners Clauses Act, 1847.

Owners may be required to sell part only of certain premises.

5. And whereas in constructing the docks, railways, and works authorised by the Act of 1874, the Trustees may require parts only of several works or manufactories, and the buildings and properties connected therewith, on the line of the said docks, railways, and works, and it may happen that those parts can be severed from the remainder of the several works or manufactories, and the buildings and properties connected therewith, without any material detriment thereto: Therefore, notwithstanding the ninety-second section of the Lands Clauses Consolidation Act, 1845, the owners of and persons interested in the lands, buildings, or manufactories numbered 47 on the deposited plans, and described in the deposited book of reference, and whereof parts only are required for the purposes of the Act of 1874, may, if such portions can in the judgment of the jury, arbitrator, or other authority assessing or determining the compensation under that Act be severed from the remainder of the said properties without material detriment thereto, be required

to sell and convey to the Trustees the portions only of the premises so required, without the Trustees being obliged or compellable to purchase the whole or any greater portion thereof, the Trustees paying for the portions required by them, and making compensation for any damage sustained by the owners thereof by severance or otherwise.

Confirming agreement between Trustees and Corporation of Swansea.

6. The agreement of the seventeenth day of June one thousand eight hundred and seventy-six, between the Trustees of the one part and the Corporation of the other part, set forth in the First Schedule to this Act annexed, is hereby confirmed and made binding on the parties thereto and their respective successors and assigns, and may and shall be carried into effect in accordance with the terms and intent thereof; and the Trustees may grant and the Corporation may accept the lease therein mentioned, upon the terms and conditions therein stated: Provided always, that, anything in the Lands Clauses Act, 1845, to the contrary notwithstanding the Trustees shall not be bound to sell any lands which may be included in any such lease, or the reversion thereof; and the Corporation may, after the taking of any lease from the Trustees under the powers of this Act, receive and collect for the use of any wharves, quays, and lands thereby demised, such reasonable charges, not exceeding the rates specified in Schedule C. to the Swansea Harbour Act, 1874, annexed, as the Corporation may direct.

Confirming agreements between Trustees and railway companies.

7. The agreement of the third day of July one thousand eight hundred and seventy-six, between the Trustees on the one part and the Great Western Railway Company on the other part, and the agreement of the thirtieth day of June one thousand eight hundred and seventy-six, between the Trustees on the one part and the Midland Railway Company on the other part, and which agreements are set forth in the Second Schedule to this Act, are hereby respectively confirmed and made binding on the parties thereto and their respective successors and assigns, and may and shall be carried into effect in accordance with the terms and intent thereof; and the Trustees may grant, and the Great Western Railway Company and the Midland Railway Company may accept, the leases mentioned in the respective agreements upon the terms and conditions therein stated: Provided always, that, anything in the Lands Clauses Consolidation Act, 1845, to the contrary notwithstanding, the Trustees shall not be bound to sell any lands which may be included in any such leases or the reversion thereof.

Trustees may grant leases of lands for certain purposes.

8. Notwithstanding anything in the Harbours, Docks, and Piers Clauses Act, 1847, the Trustees from time to time may grant leases for any terms not exceeding sixty years, of any of the lands of the

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Trustees to any person or 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 erection or construction of warehouses or other dock buildings thereon, incidental to the business of the docks and works of the Trustees, 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 business 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.

9. 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 Trustees.

Trustees not to be bound to sell lands demised.

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

Saving agreement with Duke of Beaufort.

11. Except as provided by the eighth section of this Act, nothing in this Act contained shall in any manner affect, alter, or prejudice the agreement between the most noble Henry Charles Fitzroy, Duke of Beaufort, and the Trustees, dated the twenty-second day of April one thousand eight hundred and seventy-four, and scheduled in and confirmed by the Act of 1874; but the said duke, his heirs and assigns, shall have the same powers, rights, and remedies against the Trustees as he and they would have had if this Act had not passed.

Saving agreement with Mrs. Tennant.

12. Nothing in this Act contained shall in any manner affect or prejudice the agreement between Gertrude Barbara Rich Tennant and the Trustees, dated the thirtieth day of April one thousand eight hundred and seventy-four, and scheduled to and confirmed by the Act of 1874.

Saving rights of Great Western Railway Company.

13. Except as is in this Act specially provided, nothing in this Act contained shall alter, prejudice, or affect any of the rights, powers, or privileges of the Great Western Railway Company; and

any agreement which, under the provisions of this Act, may be entered into between the Trustees on the one hand, and any railway company or companies on the other hand, shall not confer or be in any way directly or indirectly construed to confer on such company or companies any claim to any powers, rights, or privileges over the railways or property belonging to or leased by the Great Western Railway Company.

Reservation of general Acts relating to harbours, &c.

14. Nothing herein contained shall exempt the Trustees, or the docks or works by the Act of 1874 authorised, from the provisions of any present or future general Act relating to harbours, docks, or piers, or to dues on shipping or on goods carried in ships, or to pilotage, or to lights, buoys, and beacons, or to the powers and privileges of the general lighthouse authorities.

Expenses of Act.

15. All the costs, charges, and expenses of applying for, obtaining, and passing this Act, and incidental thereto, shall be paid and discharged out of the funds of the Trustees.

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FIRST SCHEDULE.

Heads of Agreement made the seventeenth day of June one thousand eight hundred and seventy-six, between the Swansea Harbour Trustees (herein-after called "the Trustees") of the one part, and the mayor, aldermen, and burgesses of the borough of Swansea, in the county of Glamorgan (herein-after called "the Corporation"), of the other part.

Whereas by the Swansea Harbour Act, 1874 (herein-after called the Act of 1874), the Trustees have power to construct the docks and other works by that Act authorised at or near Fabians Bay, Swansea.

And whereas the Corporation are the owners of considerable property in the town of Swansea and near the site of the intended docks and works, and the completion of those docks and works would be beneficial to the property of the Corporation, and would materially increase the prosperity of the said town.

And whereas the Trustees have not yet acquired the land required for their said works, and are unable to raise the capital required to construct the said intended docks and works near Fabians Bay, and, in order to enable them to raise the necessary capital or some part or parts thereof required for the construction of the said docks, they have applied to the Corporation to take on lease from the Trustees of the wharves and land herein-after mentioned, and the Corporation have agreed to do so, subject to these heads being confirmed by Parliament.

It has therefore been mutually agreed as follows:—

1. The Trustees will construct the intended docks according to the plan signed by Mr. James Abernethy, the engineer in chief to the Trustees, and James Livingston, Esquire, the mayor of the borough of Swansea for the time being, with the half-tide dock or basin, lock-gates, conveniences, and appliances necessary for the accommodation of shipping; the inner sill of the lock to be laid at a depth of not less than twenty-six feet, and the sill of the basin entrance at a depth of not less than twenty-eight feet below the level of high water ordinary spring tides, high water ordinary spring tides being taken as five feet below the coping of the entrance to North Dock Lock, Swansea Harbour, together with the main lines of Railway No. 1, authorised by the Act of 1874, and four lines of main sidings shown on the said plan for the accommodation of traffic to and from the said dock on the high level. Also Railway No. 3, authorised by the Act of 1874, in the deviated position shown on the said plan, or in such other substituted position as may be approved of by the engineer of the Trustees, together with such main sidings on the low level as are shown on the said plan, and therein coloured blue: Provided always, that the Trustees shall not be required to complete the said four lines of sidings on the high level, except and until the same are required to accommodate the traffic brought to the

said docks, and in case of difference the same shall be referred to arbitration. Provided also, that the Corporation shall not be entitled to recover any damages against the Trustees by reason of their failing to complete or construct the said docks and other works or any part thereof.

2. Upon the completion of the said docks and works, and on having acquired the land for that purpose, the Trustees will grant, and the Corporation will, subject to this agreement being confirmed by Parliament, accept, subject to the reservations herein-after mentioned, a lease for the term of 999 years of the following premises; (namely,)

First. The wharf coloured yellow on the plan annexed hereto, situate on the south side of the said intended dock, being six hundred and twenty feet in length, and extending from a point twenty feet from the south-western corner of the said dock eastward to a line drawn fifteen feet from the coping of the said intended lock, and in depth from the face of the quay wall of the said dock one hundred feet.

Secondly. The wharf coloured yellow on the said plan annexed hereto, situate on the south side of the said dock, and extending from a line drawn fifteen feet from the coping of the said intended lock eastward for a length of two hundred and fifty-three feet, and in depth from the face of the quay wall of the said dock one hundred feet.

Thirdly. The wharf coloured yellow on the said plan annexed thereto, situate on the western side of the intended Half Tide Dock, being four hundred and sixty feet in length, and in depth from the face of the quay wall of the said Half Tide Dock at the northern end one hundred and twenty-five feet, and at the southern end seventy-five feet:

Reserving to the Trustees full and free power and authority from time to time, and at all seasonable times during the continuance of the term, to put down and secure in or upon any part of the said premises agreed to be leased within any distance not exceeding fifteen feet of the quay wall so many posts, and to affix thereto so many rings or other devices as they shall think or deem necessary or proper for the purpose of mooring to or securing of ships, vessels, barges, crafts, boats, floats, rafts, and all other things lying in or frequenting the said docks. And also full and free liberty, power, and authority to and for all and every person or persons whomsoever, subject to the control of the harbour master, to use the same for the purposes aforesaid, either by bringing on shore and fastening thereto any cable, hawser, rope, or line, or by using any other means or contrivance for securing the same, as they shall think proper, necessary, and convenient, and to change, alter, work, remove, and take the same away at their will and pleasure, doing thereby no wilful damage to the Corporation or their assigns, or to the wharves herein-before described, and so as not to obstruct the Corporation, their under-tenants, or assigns, in the use of the wharves so to be leased to the Corporation as aforesaid. And also free liberty at all times to their officers and servants engaged in working the docks, and all other persons

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lawfully using the same for all purposes, to pass and repass over and along the said space of fifteen feet.

3. The lease shall come into operation on the completion and opening for public traffic of the said intended docks at Fabians Bay, and the low level railways connected therewith coloured blue on the said plan.

4. The Corporation to pay the Trustees by way of rent for the said wharves, yearly the sum of three thousand nine hundred and ninety-nine pounds, payable half-yearly on the twenty-first day of June and the twenty-fifth day of December in every year.

5. The Corporation, their under-tenants, or assigns, to have the exclusive right to berth ships and vessels alongside of the said wharves in single tier, and levy and receive all wharfage rates authorised to be taken under section 42 of the Act of 1874, in respect of goods loaded or unloaded at the said wharves.

6. The Corporation to be entitled to construct and erect upon the said wharves herein-before described all necessary warehouses, cranes, lifts, railways, machinery, and other conveniences connected therewith.

7. The Trustees during the continuance of the lease to maintain at their own expense the docks and the waterway leading thereto, walls, approaches, lines of railway (belonging to them), and all locks, quay walls, and other works which may be necessary for the full and efficient maintenance and working of the said docks, and the accommodation of shipping, and for the enjoyment by the Corporation and their under-tenants and assigns of the lands coloured yellow on the said plan other than the quay walls of the said wharves herein-before described, but the last-mentioned quay walls, and all works, sidings, and conveniences erected by the Corporation to be maintained by the Corporation.

8. The Corporation to be at liberty to construct lines of rails, junctions, and connexions with the Trustees low level lines required for the proper use of the wharves herein-before described, subject to the reasonable approval of the engineers of the Trustees and the Corporation; and in case of any difference thereon between the Trustees and the Corporation, the same shall be decided by arbitration.

9. The Corporation to be entitled to use the low level lines belonging to the Trustees in connexion with the said docks at like rates as charged by the Trustees to other traders for the like accommodation; such lines to be maintained by the Trustees.

10. All usual and necessary clauses to be inserted in the lease to carry out the arrangements hereby agreed to.

11. All differences (if any) which shall arise between the Trustees on the one hand and the Corporation on the other hand, with respect to these heads or the lease or any of the subject matters thereof respectively or otherwise relating thereto, shall, except where otherwise provided for, be referred to arbitration, and provision for the purpose shall be made by the lease; and the arbitration shall be as nearly as may be in accordance with "The Railway Companies Arbitration Act, 1859," and for every such purpose the Trustees and the Corporation respectively shall be deemed to be a railway company.

In witness whereof, the Swansea Harbour Trustees and the said mayor, aldermen, and burgesses of the borough of Swansea have hereunto set their respective common seals. A.D. 1876.

Lewis Thomas,
Clerk to the Trustees.

Seal of the Swansea Harbour Trustees.

J. Livingston,
Mayor.

Seal of the Corporation of Swansea.

SECOND SCHEDULE.

Heads of Agreement between the Swansea Harbour Trustees and the Great Western Railway Company.

Whereas the Swansea Harbour Trustees (herein-after called "the Trustees") under the authority of Parliament are the owners of the North Dock at Swansea and of the South Dock there, and the basins, locks, gates, cranes, works, and conveniences connected therewith:

And whereas by the Swansea Harbour Act, 1874 (herein-after called "the "Act of 1874"), the Trustees have power to construct the docks and other works thereby authorised at or near Fabians Bay, Swansea:

And whereas the Great Western Company (herein-after called "the Company") have a lease of the Harbour Railway, and are owners of or lease land and wharves on the said North Dock and South Dock, Swansea:

And whereas the Company are the owners of, among other lines of railway, the Swansea and Neath Railway, which extends from Swansea to Neath and communicates there with the railways of the Company, and the Swansea and Neath Railway passes near to the site of the intended dock at Fabians Bay:

And whereas the Trustees are unable to raise the capital required to construct the said intended dock at Fabians Bay, and, in order to enable them to raise the necessary capital or some part or parts thereof required for the construction of the said dock, they have applied to the Company to take on lease from the Trustees the wharves and land hereafter mentioned, and the Company have agreed to do so.

It has therefore been mutually agreed as follows:—

1. The Trustees will construct the intended dock according to the plan hereunto annexed with the half-tide basin and with all lines of rails, gates, locks, cranes, conveniences, and appliances necessary for the accommodation of shipping, and for the convenient loading and unloading of traffic at the said dock, and for the conveyance of traffic to and from the said dock from and to the railway of the Great Western Company, the inner sill of the lock to be laid at a depth of not less than twenty-

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six feet, and the sill of the basin entrance at a depth of not less than twenty-eight feet below the level of high water ordinary spring tides, high water level ordinary spring tides being taken as five feet below the coping of entrance to North Dock Lock, Swansea Harbour, together with the main lines of railway on the high level, coloured green upon the plan hereto annexed, and the four lines of main sidings on the high level, coloured yellow on the same plan, and the lines of rails round the said dock coloured blue thereon, for the accommodation of traffic to and from the said dock, on such substituted lines round the dock as the Trustees under the advice of the engineer in chief for the time being to the Trustees may adopt, affording equal accommodation to the traffic of the dock and the Company; provided that the Trustees shall not be required to lay down the whole of the said four lines of main sidings on the high level until the same are required so as to enable the traffic passing to and from the said dock to be worked conveniently and with economy and despatch, and in case of difference as to the times at which such sidings shall be laid down, the same shall be referred to arbitration. Provided also, that the Company shall not be entitled to recover any damages against the Trustees by reason of their failing to complete or construct the said dock and other works or any part thereof. But if the dock is not opened within six years from the time limited for the completion thereof, the Company shall be at liberty to remove any buildings or works they may have erected or made in or upon the said wharf or quay frontage and land.

2. Upon the completion of the said dock in manner aforesaid, and provided adequate powers and provisions for giving effect to this agreement are obtained by the Trustees in the present or some future session of Parliament, the Trustees will grant and the Company will accept, subject to the reservations herein-after mentioned, lease in perpetuity of the wharf or quay frontage one thousand two hundred feet in length, and eighty feet in depth, and also of the land adjoining in the rear thereof, which said wharf or quay frontage and land are shown on the said plan hereto annexed, and are thereon edged with the colour red.
3. The lease herein-before referred to shall come into operation on the completion as aforesaid and the opening for public traffic of the said dock.
4. The Company shall pay the Trustees annually by way of rent for the said wharf or quay frontage and land the sum of four thousand eight hundred pounds, payable half-yearly on the twenty-fourth day of June and the twenty-fifth day of December in every year, the first half-yearly payment or a proportionate part thereof to be made on such one of the said half-yearly days as shall happen first after the completion as aforesaid and opening for public traffic of the said intended dock.
5. The Company to have the exclusive right to berth ships and vessels alongside the said wharf or quay frontage in a single tier, and to levy and receive all wharfage rates and tipping and other charges in respect both of the said wharf or quay frontage and of the said land.
6. The Company to be at liberty to construct to the reasonable satisfaction of the engineer of the Trustees any lines of railway they may consider necessary, and to erect upon the wharf or quay frontage and land to be

leased to them, edged red on the annexed plan, such sidings, tips, machinery, and other works, buildings, and conveniences as may be necessary, so as to enable the Company fully to utilise the said wharf or quay frontage, and land for all purposes in connexion with their business, and from time to time to alter, vary, and remove, such sidings, tips, machinery, and other works, buildings, and conveniences; and in case of any difference as to such construction the same shall be decided by arbitration.

7. The Trustees shall construct, maintain, work, and signal such and so many junctions between the Company's sidings and the main lines of railway and the four lines of main sidings, coloured respectively green and yellow, to be constructed by the Trustees as may be necessary; and in case of any difference between the Trustees and the Company as to the number of such junctions the same shall be decided by arbitration. If in the construction by the Company of sidings from the Trustees lines to the wharf to be leased to the Company it shall be found desirable to vary the same from the position now laid down, the Trustees and the Company shall be empowered to make such arrangements with respect to "land for sidings" as may be agreed on between the Trustees and the Company.

8. The Trustees during the continuance of the lease to maintain at their own expense the dock and basin and the waterway leading thereto, and the water in the dock adjoining the said wharf or quay frontage to be included in the said lease at the depths aforesaid, and also all walls, approaches, and lines of rails belonging to them, together with the said wharf, and all locks, quay walls, and all other works, conveniences, and appliances which may be necessary for the full and efficient maintenance and working of the dock and the accommodation of shipping and traffic passing to or from the same, and for the enjoyment by the Company of the lands coloured red on the said plan, but all sidings and conveniences erected by the Company to be maintained by the Company.

9. The Trustees reserve to themselves the right to erect and maintain in or on the said wharf or quay frontage such mooring posts, rings, lamp posts, and other devices, and such hydraulic and other pipes, machinery, and other conveniences as may be necessary for the proper and convenient working of the dock, and also free liberty to lay, fix, and maintain in, on, and along the part of the said wharf or quay frontage, hatched red on the said plan hereto annexed the two lines of rails and the roadway respectively shown on the same plan. And also free liberty at all reasonable times to their officers and servants and all other persons lawfully engaged in working or using the dock to pass and re-pass over and along the margin of the dock wall adjoining the said wharf or quay frontage, such margin not to exceed eight feet in width. And also free liberty at all reasonable times to their officers and servants and all other persons lawfully using the said dock with carriages, waggons, engines, and horses, and for all purposes to pass and re-pass over the part of the said wharf or quay frontage hatched red on the said plan. But the Company are

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not to be inconvenienced in the conduct of their business or the enjoyment of the said wharf or quay frontage to any greater extent than may be unavoidable; and in case of difference as to the reasonable exercise by the Trustees of the rights and liberty so reserved as aforesaid the same to be referred to arbitration.

10. The Trustees to construct and maintain, watch and signal, at their own expense during the continuance of the lease the "main lines" of rails, the four lines of main sidings, and the lines of rails shown on the said plan hereto annexed and thereon coloured green, yellow, and blue respectively, and the Company shall at all times have the use of the said main lines of rails coloured red, and of the four lines of main sidings coloured yellow, free of charge, and of the lines of rails coloured blue at the lowest charge from time to time made to any other company or trader for similar accommodation.

11. The Company shall be at liberty to lay down and place in, through, over, or upon the said wharf or quay frontage and land comprised in the said lease, or in, through, over, or upon the adjoining land of the Trustees, such hydraulic and other pipes and machinery as may be necessary or convenient to enable the traffic of the Company to be worked with economy and despatch. And the Trustees shall from time to time afford to the Company all necessary facilities for the construction or repair of the said pipes and machinery, and for obtaining a supply of water to work the said machinery; provided that the Company may from time to time require the Trustees, and the Trustees shall upon receiving six months notice from the Company requiring them so to do, supply at a reasonable price (such price in case of difference to be settled by arbitration) all water that may be required for working the said machinery or in connexion therewith: Provided always, that during the time the Trustees supply water to work the said machinery the Company shall keep such machinery in a sufficient state of repair to prevent undue waste.

12. If in any year of the first ten years after the commencement of the lease the Company shall not ship or unship at the said wharf or quay frontage of one thousand two hundred feet on the north side of the dock allotted to them by this agreement four hundred and sixty thousand tons in the aggregate of coal, patent fuel, iron, iron ore, or pitwood, and shall in any subsequent year or years during the next fourteen years after the expiration of the first ten years from the commencement of the lease ship or unship at the said wharf or quay frontage a greater quantity than four hundred and sixty thousand tons of the same materials, the Trustees shall pay to the Company by way of recoupment twopence halfpenny per ton on every ton so shipped or unshipped in excess of the said fixed annual quantity, until the quantity deficient in any and every year of such first ten years has been reached and paid for. It being the true intent and meaning of this clause that the Trustees are not to be liable for any deficiency that may accrue after the first ten years, and are only to be called upon to pay the recouping rate of twopence halfpenny per ton on the excess in any subsequent year or years during the next fourteen years after the expiration of the first ten years of the term granted by

the said lease over four hundred and sixty thousand tons of the above materials, shipped or unshipped by the Company at the said wharf or quay frontage; this clause entirely ceasing and becoming inoperative after twenty-four years from the commencement of the lease.

The Company shall not during the said period of ten years from the commencement of the lease, either by themselves or by their assigns, appropriate any part of the frontage of the said quay space to any other purpose than the shipment or unshipment of goods, or for other purposes connected with the trade of the said dock, without the consent of the Trustees, which consent shall not be withheld except it can be shown that the purpose for which it is proposed to be used will lessen the traffic to be accommodated at the said dock.

13. The Company shall have the option of taking upon lease, subject to the same exceptions, conditions, and agreements as are contained in an agreement, dated the seventeenth day of June one thousand eight hundred and seventy-six, made between the Trustees and the Corporation of Swansea, in respect of other lands adjoining the said dock, a space of about two hundred feet fronting on the south side of the dock, including the land for a depth of one hundred feet from the quay wall, for the purpose of erecting sheds or warehouses or for other purposes, upon payment of three pounds per centum per annum for each lineal foot of frontage, and the Company shall be at liberty to make such junctions and connexions with the Trustees lines as may be necessary for the full user of the said land, or in case of difference as may be settled by arbitration.

14. The Trustees not to ship coal at the dock on lower terms than those charged by the Company, and in case of difference between the Trustees and the Company as to such charges, the same shall be settled by arbitration.

15. The Trustees shall not let any land or quay space at the said dock, and they shall effectually prevent any company, firm, or person, sub-letting any land or quay space to any other railway company on more favourable terms than those made with the Company; but nothing in this clause herein-before contained shall affect any lease granted under any agreement entered into by the Trustees during the present session of Parliament; and the Trustees shall not levy or charge in respect of vessels or goods using or loaded or unloaded at the quays included in any lease granted in pursuance of this agreement any higher dues or rates than they shall for the time being charge or levy in respect of similar vessels or goods on any other portion of the said dock.

16. All usual and necessary clauses to be inserted in the lease or leases to carry out the arrangements hereby agreed to.

17. All differences, if any, which shall arise between the Trustees on the one hand and the Company on the other hand with respect to these heads, or the lease or leases, or any of the subject matters thereof respectively, or otherwise relating thereto, shall, except where otherwise provided for, be referred to arbitration, and provision for the purpose shall be made by the lease or leases, and the arbitration shall be as nearly as can be in accordance with "The Railway Companies Arbitration Act, 1859," and for every such purpose the Trustees shall be deemed to be a railway company.

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In witness whereof, the Trustees and the Company have hereunto set their respective common seal, the third day of July one thousand eight hundred and seventy-six.

Lewis Thomas,
Clerk to the Trustees.

Seal of the Swansea Harbour Trustees.

Seal of the Great Western Railway Company.

SECOND SCHEDULE—(*continued*).

Heads of Agreement made the thirtieth day of June one thousand eight hundred and seventy-six, between the Swansea Harbour Trustees of the one part, and the Midland Railway Company of the other part.

Whereas by the Swansea Harbour Act, 1874, herein-after called "the Act of 1874," the Swansea Harbour Trustees, herein-after called "the Trustees," have power to construct the dock and other works thereby authorised at or near Fabians Bay, Swansea.

And whereas the Midland Railway Company, herein-after called "the Company," are the owners of or lease and work among other lines of railway "the Swansea Vale Railway," which terminates near to the site of the intended docks at Fabians Bay.

And whereas the Trustees are unable to raise the capital required to construct the said intended dock at Fabians Bay, and in order to enable them to raise the necessary capital, or some part or parts thereof required for the construction of the said dock, they have applied to the Company to take on lease from the Trustees the wharves and land herein-after mentioned, and the Company have agreed to do so.

It has therefore been mutually agreed as follows:—

1. The Trustees will construct the intended dock according to the plan hereunto annexed with the half-tide basin, lock-gates, conveniences, and appliances necessary for the accommodation of shipping, the inner sill of the lock to be laid at a depth of not less than twenty-six feet, and the sill of the basin entrance at a depth of not less than twenty-eight feet below the level of high water ordinary spring tides, high water level ordinary spring tides being taken as five feet below the coping of entrance to North Dock Lock, Swansea Harbour, together with the main lines

of Railway Number 1 authorised by the Act of 1874, and four lines of "main sidings" shown on the said plan for the accommodation of traffic to and from the said dock on the high level. Also "Railway Number 3" authorised by the Act of 1874, in the deviated position shown on the said plan, or in such other substituted position as the Trustees under the advice of their engineer in chief for the time being may adopt, together with such "main sidings" on the low level as are shown on the said plan and therein coloured blue, provided that the Trustees shall not be required to complete the said four lines of main sidings (on the high level) except and until the same are required in order to accommodate the traffic brought to the said dock, and in case of difference the same shall be referred to arbitration. Provided also, that the Company shall not be entitled to recover any damages against the Trustees by reason of their failing to complete or construct the said dock and other works or any part thereof.

2. Upon the completion of the said dock the Trustees will grant and the Company will accept, subject to the reservations herein-after mentioned, a lease in perpetuity of the following premises :—

First, the wharf or quay frontage situate on the northern side of the said dock and land for sidings, respectively coloured red on the plan annexed hereto, the said wharf or frontage being four hundred and twenty feet in length, and in depth from the face of the quay wall eighty feet.

Secondly, the wharf coloured green on the said plan, situate at the western end of the said intended dock, being six hundred and twenty feet in length, and in depth from the face of the quay wall one hundred feet, reserving to the Trustees the full and exclusive use of the quay level of the said wharf firstly described for their own purposes except as herein-after mentioned. Provided always, that the Company shall have and be entitled to the user of the quay level of the said wharf for the erection on or over the same of such coal tips and other erections, and such viaducts, rails, turntables, weighing machines, and other like conveniences as they may reasonably require for the purpose of shipping and loading from, and unshipping and unloading to and upon the high level of the Trustees High Level Railway, their coal, goods, and other things, and also so far as it shall from time to time be necessary to use the quay level of the said wharf to ensure the proper conduct of the coal trade, including the shipment of the small coal produced from screening the large coal shipped from the high level;

And also reserving to the Trustees full and free power and authority from time to time, and at all seasonable times during the continuance of the term herein-after mentioned, to put down and secure in or upon any part of the said premises secondly described, within any distance not exceeding fifteen feet of the quay wall, so many posts and to affix thereto so many rings or other devices as they shall think or deem necessary or proper for the purpose of mooring to or securing of ships, vessels, barges, crafts, boats, floats, rafts, and all other things lying in or frequenting the said dock. And also full and free liberty, power, and authority to and

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for all and every person or persons whomsoever to use the same for the purposes aforesaid, either by bringing on shore and fastening thereto any cable, hawser, rope, or line, or by using any other means or contrivance for securing the same as they shall think proper, necessary, and convenient, and to change, alter, work, remove, and take the same away at their will and pleasure, doing thereby no wilful damage to the Company or their assigns, or to the wharf secondly herein-before described; and also free liberty at all times to their officers and servants engaged in working the dock, and all other persons lawfully using the same, for all purposes to pass and repass over and along the said space of fifteen feet.

3. The lease shall come into operation on the completion and opening for public traffic of the said intended dock at Fabians Bay.

4. The Company to pay the Trustees by way of rent for the said wharves and land the sum of three thousand five hundred and forty pounds, being one thousand six hundred and eighty pounds in respect of the premises firstly described, and one thousand eight hundred and sixty pounds in respect of the premises secondly described, payable half-yearly on the twenty-first day of June and twenty-fifth day of December in every year, the first half-yearly payment or a proportionate part thereof to be made on such one of the said half-yearly days as shall happen first after the completion and opening for public traffic of the said intended dock.

5. The Company to have the exclusive right to berth ships and vessels alongside of the said two wharves in single tier, and to levy and receive all wharfage rates authorised to be taken under section forty-two of the Act of 1874 in respect of goods loaded or unloaded at the said wharves.

6. The Company to be at liberty to construct and erect upon the wharf and land firstly herein-before described, such tips, machinery, sidings, and other works and conveniences as the Company may reasonably require (and may be entitled to construct thereon under these heads) subject to the reasonable approval and satisfaction of the engineer of the Trustees, and in case of any difference between the Trustees and the Company, the same shall be referred to arbitration. And the Company shall also be entitled to construct and erect upon the wharf herein-before secondly described such warehouses, cranes, lifts, railways, machinery, and other conveniences connected therewith as they may deem necessary for their traffic at the said dock.

7. The Company shall be at liberty to make and maintain all necessary junctions between their sidings, and the main and other lines to be constructed by the Trustees, subject to the reasonable satisfaction of the Trustees engineer in chief, and in case of any difference thereon between the Trustees and the Company the same shall be decided by arbitration.

If in the construction by the Company of sidings from the Trustees lines to the wharf firstly described, it shall be found desirable to vary the same from the position now laid down, the Trustees and the Company shall be empowered to make such arrangements with respect to "land for sidings" as may be agreed on between the Trustees and the Company.

8. The Trustees during the continuance of the lease to maintain at their own expense the said dock and basin, and the waterway leading thereto, walls, approaches, lines of rails (belonging to them), together with the said wharf firstly described, and all locks, quay walls, and other works, which may be necessary for the full and efficient maintenance and working of the said dock and the accommodation of shipping, and for the enjoyment by the Company of the lands coloured red and green respectively on the said plan, other than the quay wall of the wharf secondly described; but the last-mentioned wharf wall, and all works, sidings, and conveniences erected or made by the Company, to be maintained by the Company.

9. The Trustees reserve to themselves the right to erect and maintain such mooring-posts, rings, and other devices as may be necessary for the proper and convenient working of the dock in the said wharf firstly described, and to lay, fix, and maintain rails, turntables, hydraulic and other pipes, machinery, and other conveniences in, on, and along the said wharf; and also free liberty at all times to their officers and servants engaged in working the dock, and all other persons lawfully using the same, with carriages, waggons, engines, and horses, and for all purposes to pass and repass over and along the said wharf firstly before described; but the Company not to be unreasonably inconvenienced in working their traffic across the said wharf, and in case of difference the same to be referred to arbitration.

10. The Trustees to construct and maintain at their own expense during the continuance of the lease the main lines of rails shown on the plan annexed hereto and thereon marked "main lines" and "main sidings;" the cost of repairing and maintaining the main lines of rails are to be repaid to the Trustees by the companies and traders using the same in proportion to the traffic carried over the same by them respectively, and in case of difference the amount payable in respect of their traffic to be referred to arbitration.

11. The Company to be at liberty to construct lines of rails, junctions, and connexions with the Trustees low level lines required for the proper use of the wharf secondly described as shall be approved by the engineer of the Trustees, whose decision in all respects shall be final and conclusive.

12. The Company to be entitled to use the low level lines belonging to the Trustees in connexion with the said dock at like rates as charged by the Trustees to other traders for the like accommodation, such lines to be maintained by the Trustees.

13. The Company shall at all times be entitled to the same or the like facilities in all respects in working their traffic over the lines and sidings of the Trustees to or from the lands hereby agreed to be demised to those accorded by the Trustees to any other Company or person leasing or occupying wharves in the said intended docks.

14. All usual and necessary clauses to be inserted in the lease to carry out the arrangements hereby agreed to.

15. All differences (if any) which shall arise between the Trustees on the one hand and the Company on the other hand with respect to these

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heads, or the lease, or any of the subject-matters thereof respectively, or otherwise relating thereto, shall, except where otherwise provided for, be referred to arbitration, and provision for the purpose shall be made by the lease, and the arbitration shall be as nearly as may be in accordance with "The Railway Companies Arbitration Act, 1859," and for every such purpose the Trustees shall be deemed to be a railway company.

In witness whereof, the Swansea Harbour Trustees and the Midland Railway Company have hereunto set their respective common seal.

Lewis Thomas,
Clerk to the Swansea Harbour Trustees.

Seal of the Swansea Harbour Trustees.

Seal of the Midland Railway Company.

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