CHAPTER cv.

An Act to authorise the Swansea Harbour Trustees to enlarge and extend the Prince of Wales Dock at Swansea and for other purposes. [20th July 1894.]

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WHEREAS by the Swansea Harbour Act 1874 the Swansea Harbour Trustees (in this Act called "the Trustees") were authorised in addition to their then existing and authorised docks to construct amongst other works the new dock in that Act described and such dock has since been constructed and opened and is known as and is in this Act called the Prince of Wales Dock:

And whereas the present dock accommodation of the Trustees is found insufficient and inadequate to meet the requirements of the continually increasing trade of the port and it is expedient in order to give further accommodation that the Trustees should be authorised to enlarge and extend the Prince of Wales Dock construct the other works acquire the lands and exercise the powers in this Act mentioned and to borrow further money for the purposes aforesaid and for other purposes to which capital is properly applicable:

And whereas it is expedient to amend the provisions of the Swansea Harbour Act 1854 as regards the election of proprietary Trustees and to provide that in future such proprietary Trustees shall be elected by ballot:

And whereas it is expedient to alter the date of holding the annual meetings of the Trustees and to make provision for the audit of the accounts of the Trustees for the period of six months between the thirtieth day of June and the thirty-first day of December one thousand eight hundred and ninety-four and to provide that such period of six months shall for the purposes of section 115 of the Swansea Corporation Act 1889 (the marginal note of which is "Extinction of bridge tolls") be considered to be a financial year:

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And whereas plans and sections of the enlargement and extension of the said dock by this Act authorised and plans of the additional lands intended to be taken and a book of reference to the plans containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of those lands have been deposited with the clerk of the peace for the county of Glamorgan and those plans sections and book of reference are in this Act referred to as the deposited plans sections and book of reference:

And whereas the objects 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:—

Short title.

1. This Act may be cited for all purposes as the Swansea Harbour Act 1894.

Interpretation.

2. 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 Act of 1854" shall mean the Swansea Harbour Act 1854:

The expression "the Act of 1864" shall mean the Swansea Harbour Act 1864:

The expression "the Act of 1874" shall mean the Swansea Harbour Act 1874:

The expression "the Act of 1886" shall mean the Swansea Harbour Act 1886:

The expression "Swansea Harbour" shall mean the harbour of Swansea as defined by the Act of 1854 the Act of 1864 and the Act of 1874:

The expression "Swansea Harbour Fund" shall mean the Swansea harbour fund as provided by the Act of 1854:

The expression "Swansea Harbour Stock" shall mean Swansea harbour stock as authorised to be created and issued under and in accordance with the provisions of the Act of 1886:

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 for the purposes of this Act 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.

Incorporation of Acts.

3. The Lands Clauses Acts the Harbours Docks and Piers Clauses Act 1847 (except sections sixteen to nineteen which shall not be in force except and until the Board of Trade in writing so require) and the provisions of the Railways Clauses Consolidation Act 1845 with reference to the temporary use of lands near the railway during the construction thereof are (except where expressly varied by this Act) incorporated with and form part of this Act And the expression "the railway" in the said provisions of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act mean the several works by this Act authorised to be made and maintained by the Trustees and the expression "the centre of the railway" shall mean any part of such works.

Power to make works.

4. Subject to the provisions in this Act the Trustees may do the following things and may make construct and maintain in the line and according to the levels shown on the deposited plans and sections the dock herein-after described together with all such cuts locks basins graving docks entrances gates approaches quays piers jetties shipping places staiths stairs stages wharves wharf walls embankments tramways railways sheds warehouses cranes drops dolphins machinery roads approaches and other works buildings and conveniences connected with or necessary for such dock or for any other works of the Trustees as they think fit 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 all or any of such purposes The dock herein-before referred to and authorised by this Act is—

A new dock being an enlargement and extension of the Prince of Wales Dock in an easterly direction for a distance of nine hundred feet or thereabouts on the northern side and for a distance of nine hundred and thirty feet or thereabouts on the southern side and which intended new dock will comprise an area of four and a half acres or thereabouts.

Power to Trustees to acquire additional lands.

5. Subject to the provisions of this Act and in addition to the other lands which the Trustees are by this Act authorised to acquire the Trustees may from time to time enter upon take use and appropriate for the purposes of their undertaking the lands and foreshore herein-after described and delineated on the deposited plans and described in the deposited book of reference relating thereto (that is to say) :—

Certain lands and foreshore bounded on the north by Tennant's Canal the Arsenic Works the Crown Spelter Works and the Great Western Railway on the east by the boundary shown on the $\frac{1}{2500}$ Ordnance map as the undefined boundary between the parishes of Llansamlet and Cadoxton-Juxta-Neath and

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on the south by Swansea Bay and on the west by the present main sewer of St. Thomas near Lambert's Copper Works and Slag Bank and a straight line drawn seaward in continuation of such sewer:

Provided that the Trustees shall not under the powers conferred upon them by this Act acquire any portion of the lands numbered respectively 2 and 44 on the deposited plans in the parish of Swansea.

Trustees may make crossings over Tennant's Canal.

6. The Trustees may make all such crossings by means of bridges or otherwise over Tennant's Canal as may be necessary for giving access to the lands and foreshore which they may acquire under the provisions of the last preceding section.

Power to divert water into dock.

7. The Trustees may divert water by pumping or otherwise from Swansea Harbour the River Tawe and Swansea Bay for the purpose of supplying the new dock and works with water.

Power to deviate.

8. Subject to the provisions of this Act the Trustees may within the limits of deviation defined on the deposited plans deviate from the line or situation of the works authorised by this Act as marked on the deposited plans and may also deviate from the levels shown on the deposited sections to an extent not exceeding seven feet.

Power to take easements &c. by agreement.

9. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Trustees any easement right or privilege (not being an easement right or privilege of water in which other than parties to the agreement have an interest) 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 rentcharges 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.

Restriction on taking houses of labouring class.

10. The Trustees shall not under the powers of this Act purchase or acquire ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied:

For the purpose of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic

servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Limiting period for purchasing lands.

11. Subject to the provisions of this Act the powers of the Trustees for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of four years from the passing of this Act.

Rhondda Company's property not to be taken.

12. Notwithstanding anything in this Act or shown upon the deposited plans the Trustees shall not without the consent in writing of the Rhondda and Swansea Bay Railway Company enter upon take or use any part of the property numbered on the deposited plans 6 in the parish of Llansamlet lying north of an imaginary line running parallel to and at a distance of one hundred and seventy-five feet to the southward of the dotted line shown on the deposited plans and marked "Authorised Rhondda and Swansea Bay Railway session 1883."

Period for completion of works.

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

New works to be within harbour.

14. All the works made and lands acquired by the Trustees under this Act shall be deemed within the limits of and part of Swansea Harbour and the dock and works described in the fourth section of this Act shall for the purposes of rates and charges and for all other purposes be deemed to be part of the works of the Trustees and shall be comprised in their harbour undertaking.

Rates for new dock payable though same not wholly completed.

15. So soon as the new dock hereby authorised is 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 fit for the reception of and loading or unloading of vessels the Trustees may from time to time demand and take the several rates authorised by the Act of 1874 although such new dock be not then wholly completed.

Power to borrow on mortgage.

16. Subject to the provisions of this Act the Trustees may in addition to any other sums which they are now authorised to raise from time to time borrow upon mortgage of the Swansea Harbour Fund any further sum or sums not exceeding in the whole two hundred thousand pounds and the provisions of Part III. of the Act of 1886 shall apply to any mortgages granted under this Act as if the provisions as to mortgages contained in that Part of that Act

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had been re-enacted in this Act with reference to the moneys to be borrowed under this Act.

Power to create Swansea Harbour Stock.

17. For the purpose of raising all or any of the moneys authorised to be borrowed under this Act the Trustees may from time to time create and issue Swansea Harbour Stock under and in accordance with the provisions of Part IV. of the Act of 1886 as if that Part of that Act had been re-enacted in this Act with reference to Swansea Harbour Stock to be created and issued under this Act.

Stock created under Act of 1886 to have priority and stock created under this and subsequent Acts to rank equally.

18. All stock created or to be created under the powers of the Act of 1886 shall have priority over all stock to be created under the powers of this or any subsequent Act:

All stock created under the powers of any Act passed subsequently to the passing of this Act shall unless otherwise provided by such Act rank equally without any priority or preference with any stock created under the powers of this Act.

Trustees not to borrow under this Act from Public Works Loan Commissioners.

19. Nothing in this Act shall operate to empower the Trustees to borrow any money from the Public Works Loan Commissioners.

Application of money borrowed or raised under Act.

20. All moneys borrowed or raised by the Trustees under this Act shall be applied by them for the purposes of this Act or for the general purposes of the undertaking being in all cases purposes to which capital is properly applicable and not otherwise.

Rules to be observed at elections of proprietary Trustees.

21. From and after the thirtieth day of September one thousand eight hundred and ninety-four the election of proprietary Trustees under the provisions of the Swansea Harbour Act 1854 shall be conducted in accordance with the following rules:—

(1) Any person having the prescribed qualification and being desirous to hold office as a proprietary Trustee shall signify his intention to become a candidate for election by notice in writing signed by him or by his agent to the clerk of the Trustees delivered to or left for such clerk at his office between the hours of eleven o'clock in the forenoon and four o'clock in the afternoon of any day such day being six clear days at least previous to the day fixed for the election:

(2) If the clerk to the Trustees shall not have duly received notice of the intention of more persons to become candidates for election than the number of proprietary Trustees to be elected the clerk of the Trustees shall on the day of election declare such candidates or candidate to be duly elected and shall sign a declaration of such election which shall be conclusive evidence thereof and shall forthwith affix a duplicate or copy of such declaration on the outer door of the principal office of the Trustees but if more candidates shall have given notice as

aforesaid than the number to be elected a poll shall be taken at the time and place appointed for the election.

Rules as to taking the poll.

22. The following rules shall be observed with respect to taking a poll at elections of proprietary Trustees:—

(1) The poll shall be taken at the principal office of the Trustees:

(2) The chairman of the Trustees or a person nominated in writing by him shall be the returning officer The returning officer shall appoint such polling clerks and assistants as he deems necessary and provide a proper ballot box and polling book and other things necessary for taking the poll regulate the number of electors to be admitted at a time exclude all other persons except the clerks assistants collectors of rates candidates for election and any constables on duty and conduct the taking of votes at the polling place and his decision on all questions arising in connexion therewith shall be final:

(3) Votes shall be given by electors by ballot and the ballot of each elector shall consist of a paper in the form set forth in the First Schedule to this Act or as near thereto as may be Electors may vote for any number of candidates not exceeding the number of proprietary Trustees to be elected Any corporation or body corporate or company registered under the provisions of the Companies Acts 1862 to 1890 may vote by any agent duly authorised under their common seal:

(4) The poll shall be opened at eleven o'clock in the forenoon of the appointed day and shall close at four o'clock in the afternoon of the same day:

(5) The returning officer may close the poll at any time before four o'clock if one hour has elapsed during which no ballot paper has been deposited in the ballot box:

(6) At the close of the poll the returning officer shall count the votes and declare the total number given for each candidate The candidate or candidates having respectively the largest number of votes shall be deemed elected and the returning officer shall in any case of equality in votes determine by lot between the candidates having an equal number of votes and the returning officer shall sign a declaration of such election which shall be conclusive evidence thereof and shall forthwith affix a duplicate or copy of such declaration on the outer door of the principal office of the Trustees.

If vacancies not filled up another election to be held.

23. If from any cause the full number of vacancies is not filled up at any election the returning officer shall hold another election on such day as he may think proper.

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Returning officer may summon rate collector to attend the election.

24. The returning officer may summon the collectors and other officers employed in the collection of the rates for the relief of the poor to attend the election in order to assist in ascertaining that the persons presenting themselves to vote are duly qualified to vote at such election and such collectors or other officers shall attend with the rate books and such other documents necessary for the purpose aforesaid as may be in their custody or power and shall answer all such questions as the presiding officer shall put to them respecting the title of any person to vote at the election and any collector or other officer who shall wilfully neglect or fail to perform the duties hereby imposed upon him shall for such neglect or failure be liable to a penalty not exceeding twenty pounds.

Penalty on rate collector &c. for neglect.

In case of death of returning officer or incapability to act chairman to appoint another returning officer.

25. In case of the death of the returning officer not being the chairman of the Trustees or of his becoming incapable to act the chairman of the Trustees shall be or shall appoint another person to be returning officer In case of the death of the chairman of the Trustees whilst returning officer the clerk of the Trustees shall be returning officer.

Expenses of presiding officer to be paid out of Swansea Harbour Fund.

26. All expenses of or incident to any election incurred by the returning officer shall be repaid to him by the Trustees out of the Swansea Harbour Fund and all polling clerks assistants collectors or other officers shall be in like manner paid a reasonable remuneration for attendance at the election and for any other services performed in relation to such election and any dispute respecting the amount of such expenses and remuneration shall be determined by a justice who shall have power also to fix the costs attending such determination and to order by whom the same shall be paid.

Penalty on false statements and personation of electors.

27. If any person shall personate any other person in voting under this Act or falsely represent himself as a partner in any firm or assume to act in the name or on behalf of such other person partner or firm or of any company corporation or body or tender or use any forged ballot paper he shall for every such offence be liable to a penalty not exceeding twenty pounds which the Trustees may sue for and recover in any court of competent jurisdiction.

Repeal of Section 21 of Swansea Harbour Act 1854.

28. Section XXI. the marginal note of which is "Votes of corporations" of the Swansea Harbour Act 1854 is hereby repealed.

Certain sections of Commissioners Clauses Act 1847 not to apply to election of proprietary Trustees.

29. Sections 21, 22, 23, 27, 28, 30, 31, 33, 34 and 35 of the Commissioners Clauses Act 1847 shall after the passing of this Act cease to apply to the election of proprietary Trustees.

Alteration of date of annual meetings.

30. So much of section forty-two of the Act of 1854 as provides that the Trustees shall hold an annual meeting on the second

Monday in the month of August in every year is hereby repealed and the Trustees shall after the passing of this Act hold their annual meetings either on the second Monday in the month of February or on the second Monday in the month of March in every year as they shall think fit.

As to audit of accounts and payment by corporation to Trustees under Swansea Corporation Act 1889.

31. The accounts of the Trustees for the period of six months between the thirtieth day of June and the thirty-first day of December one thousand eight hundred and ninety-four shall be audited in the manner provided by the Commissioners Clauses Act 1847 as if such accounts were accounts for a year and such period of six months shall for the purposes of section one hundred and fifteen of the Swansea Corporation Act 1889 (the marginal note of which is "Extinction of bridge tolls") be considered and deemed to be a financial year Provided always that any payment to be made by the corporation to the Trustees under that section in respect of such period of six months shall not exceed the sum of one thousand eight hundred and seventy-five pounds.

Works below high-water mark not to be commenced without consent of Board of Trade.

32. The Trustees shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the sea or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the Secretaries or Assistant Secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Trustees shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Trustees and the amount of such costs and charges shall be a debt due from the Trustees to the Crown and shall be recoverable accordingly with costs.

For the protection of the corporation of Swansea.

33. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Swansea (in this section referred to as "the corporation") shall have effect and be binding on the Trustees (that is to say) :—

(1) Whenever in the execution of the powers of this Act it shall be necessary to alter or interfere with or disturb any existing sewers or drains such alteration interference or disturbance shall be carried out by and at the cost in all respects of the Trustees

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but under the superintendence and to the reasonable satisfaction of the corporation:

(2) The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the alteration of water pipes belonging to the corporation and whenever in those sections the expression "society" or "company" is used in relation to a water company the same shall for the purposes of this section be deemed to include the corporation:

(3) The Trustees shall not break up any street or interfere with any sewer drain or watercourse or any water main pipe or apparatus of the corporation until they shall have given to the town clerk three clear days' notice in writing of their intention to commence the intended works proposed to be executed by the Trustees so far as they affect the streets sewers drains watercourses and water mains proposed to be interfered with:

(4) Any difference which may arise between the corporation and the Trustees as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an arbitrator to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the Board of Trade and the costs of the reference shall be borne as such arbitrator shall direct.

For the protection of the English Crown Spelter Company Limited.

34. Nothing contained in this Act shall authorise the Trustees except with the consent in writing of the English Crown Spelter Company Limited (herein-after called "the company") to enter upon take use or appropriate any part of any lands or premises now held by the company under or by virtue of the lease made between the Honourable Frederick William Child Villiers and Charles Fane of the first part the Right Honourable Sarah Sophia Child Dowager Countess of Jersey of the second part and William Copley Shackleford and Henry William Ford of the third part and dated the twelfth of February one thousand eight hundred and sixty-six:

The Trustees shall if they shall acquire any land on the south side of the lands or premises comprised in the said lease grant to the company so far as they have under this Act or otherwise any power to do so the sole and exclusive right to tip under the reasonable regulations and control of the Trustees during the remainder of the said lease in upon and over a strip of land acquired by the Trustees under this Act situate along the whole length of the southern boundary or frontage of the land now held by the company under or by virtue of its said lease and being two hundred feet wide throughout measured from such southern boundary or frontage And further if at any time during the continuance of the said lease the company shall have filled up the above-described strip of land by tipping to

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the level of the floors of their furnaces then the company shall be at liberty to construct over the said strip and over any other lands acquired under this Act or otherwise by the Trustees to the southward of the said strip not more than three roads or tramlines giving convenient access to the sea frontage of the lands so acquired by the Trustees for the purpose of tipping seaward so far as the company or the Trustees have power to do so and subject to the like control by means of the said three roads or tramlines beyond the limit of the lands so acquired by the Trustees and any dispute arising between the company and the Trustees as to the regulations to be made or as to the control to be exercised by the Trustees in respect of the company's rights to tip on the said strip of land or as to the rights of the company in respect of the tipping herein-before provided for or as to the company's method of exercising their rights of constructing or using the said roads or tramlines or as to the position of the same or as to the facilities to be provided by the Trustees for such purposes shall be referred to arbitration pursuant to the Arbitration Act 1889.

For the protection of the Arsenic Works at Port Tennant.

35.—(1) Nothing contained in this Act shall authorise the Trustees to enter upon take use or appropriate any part of the lands or works belonging to or reputed to belong to and now in the occupation of Albert Charles Hadland coloured green upon a plan signed by the said Albert Charles Hadland and Talfourd Strick the clerk to the Trustees except with the previous consent in writing of the said Albert Charles Hadland or other the person or persons for the time being entitled to such lands or works under the indenture of lease herein-after mentioned.

(2) The Trustees shall not under the powers of this Act during the continuance of the residue of a term of ninety-nine years from the twenty-fifth day of March one thousand eight hundred and fifty-nine created by a certain indenture of lease dated the twenty-seventh day of June one thousand eight hundred and fifty-nine made between the Right Honourable George Earl of Jersey of the one part and Joseph Jennings and Nicholas Jennings of the other part except with the previous consent in writing of the said Albert Charles Hadland or other the person or persons for the time being entitled under the said indenture of lease to the Arsenic Works and lands coloured green upon the said plan enter upon take use or appropriate any part of the land coloured red upon the said plan and if the said land coloured red shall become filled up by tipping slag cinders and refuse from the said Arsenic Works or other works on the said lands coloured green or by silting then the Trustees shall during the continuance of the said term of ninety-nine years permit the said Albert Charles Hadland or other the person or persons for the time being entitled under the said inden ture of lease to the

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said Arsenic Works and lands coloured green to cross any land acquired by the Trustees under this Act southward of the said land coloured red by means of two tramways for the purpose subject to the reasonable regulations and control of the Trustees of tipping seaward so far as the said Albert Charles Hadland or other the person or persons aforesaid may have power so to do slag cinders and refuse from the said Arsenic Works or other works.

Confirming agreement with Gertrude Barbara Rich Tennant.

36. The agreement made between Gertrude Barbara Rich Tennant of the one part and the Trustees of the other part a copy of which is set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto and their respective successors heirs executors administrators and assigns and nothing in this Act shall operate to vary or prejudice the provisions of the said agreement for the protection of or affecting the said Gertrude Barbara Rich Tennant or any persons claiming through or under her.

Confirming agreement with Susan Lambert and John Alexander Weir.

37. The agreement made between Susan Lambert and John Alexander Weir of the one part and the Trustees of the other part a copy of which is set forth in the Third Schedule to this Act is hereby confirmed and made binding on the parties thereto and their respective successors heirs executors administrators and assigns and nothing in this Act shall operate to vary or prejudice the provisions of the said agreement for the protection of or affecting the said Susan Lambert and John Alexander Weir or either of them or other the trustees or trustee for the time being of the will of the late Charles Joseph Lambert or any persons claiming through or under them.

Saving rights of the Duke of Beaufort.

38. Except as is by this Act expressly provided nothing herein contained shall affect prejudice alter diminish abridge or take away any royalty right or property of the Duke of Beaufort his heirs successors or assigns in or to the foreshore of the seignories of Gower and Kilvey and the port and harbour of Swansea and the water channel and soil of the River Tawe and the fisheries therein and the said river itself but except as aforesaid the same respectively shall remain to him and them wholly and altogether as if this Act had not been passed.

Saving rights (if any) of Earl of Jersey in water of Tennant's Canal.

39. Nothing in this Act shall operate to take away alter or interfere with the rights (if any) of the Earl of Jersey of and in the water of the Tennant Canal.

Expenses of Act.

40. All the costs charges and expenses of applying for obtaining and passing this Act and incidental thereto shall be borne and paid by the Trustees out of the Swansea Harbour Fund.

SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

(*Form of Front of Ballot Paper.*)

SWANSEA HARBOUR TRUST.

ELECTION OF PROPRIETARY TRUSTEES.

(Date of Election.)

Number of votes ( ).
Counterfoil No.

Number of votes ( ).

BROWN
(John Brown of 152 George Street Swansea Merchant).

HODGE
(Charles Hodge of 4 Clifton Street Swansea Tin Plate Manufacturer).

JONES
(William David Jones of High Elms Morriston Esquire).

ROBERTS
(William Edward Roberts of 16 John Street Neath Colliery Owner).

SMITH
(Henry Edward Smith of 72 High Street Swansea Ship-owner).

Note.—The counterfoil is to have a number to correspond with that on the back of the Ballot Paper.

Instructions.

A voter may vote for [ ] candidates or less than [ ].

Votes must be given by the voter placing opposite the name of each candidate for whom he votes a number (which must not exceed the number marked above) representing the number of votes intended for such candidate.

(*Form of Back of Ballot Paper.*)

No.

Note.—The number on the back of the Ballot Paper is to correspond with that in the counterfoil.

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THE SECOND SCHEDULE.

AN AGREEMENT made the twenty-seventh day of April one thousand eight hundred and ninety-four between GERTRUDE BARBARA RICH TENNANT of Number Two Richmond Terrace Whitehall widow (herein-after called "the Petitioner") of the one part and THE SWANSEA HARBOUR TRUSTEES (herein-after called "the Trustees") of the other part supplemental to an agreement (herein-after called "the Principal Agreement") dated the thirtieth day of April one thousand eight hundred and seventy-four and made between the Petitioner of the one part and the Trustees of the other part and set forth in the Schedule (E) annexed to the Swansea Harbour Act 1874.

WHEREAS the Trustees constructed the dock and works authorised by the Swansea Harbour Act 1874 or the greater part thereof and such dock is now called the Prince of Wales Dock And whereas by an indenture dated the twenty-second day of April one thousand eight hundred and eighty-four and expressed to be made between the petitioner of the first part Frederick William Price and Charles Thorold Fane of the second part and the Trustees of the third part the lands coloured pink green and yellow on the plan numbered 1 annexed to the principal agreement were conveyed to the Trustees in accordance with the provisions of the principal agreement And whereas the Trustees at their own expense constructed the several works specified in the seventh clause of the principal agreement and also the lock and communication and paddle mentioned in clause 8 of the principal agreement And whereas the Trustees have not yet granted a lease to the petitioner of the hereditaments premises and rights mentioned in clause 11 of the principal agreement but she has for many years past been in possession of and enjoyed such hereditaments premises and rights and also the premises and rights mentioned in clauses 12 and 13 respectively of the principal agreement and has had the use of the said lock and communication And whereas it was by the said indenture of the twenty-second April one thousand eight hundred and eighty-four agreed (amongst other things) that nothing therein contained should in any way affect the said lease to be granted by the Trustees to the petitioner or the questions then in dispute between the Trustees and the petitioner regarding the true construction of the terms of the principal agreement or any question to arise thereafter between the said parties in relation to the principal agreement and in particular that the liability (if any) of the petitioner to the payment of the rents and royalties of fourpence per weigh and three farthings per ton in the principal agreement should not in any way be affected thereby but that she her executors administrators or assigns would at the cost of the Trustees execute such deed or deeds (if any) as might be proper for securing the payment of the same rents and royalties if and so far as payable as fully as if provisions for that purpose had been inserted in the indenture now in recital And whereas the questions then in dispute between the petitioner and the Trustees or some of them were the subject of an action of Tennant *v.* The Swansea Harbour Trustees 1883 T. No. 1726 in the Chancery Division of the High Court of Justice and appeals

to the Court of Appeal and to the House of Lords and such questions or some of them have been settled by the respective judgments of Mr. Justice Kekewich and of the Court of Appeal and the House of Lords And whereas disputes exist between the petitioner and the Trustees as to the rights of the Trustees in regard to the forty feet road mentioned in clause 7 of the principal agreement And whereas by an agreement dated the twelfth day of December one thousand eight hundred and eighty-eight and made between the petitioner of the one part and the Cape Copper Company (Limited) of the other part certain privileges and rights were granted to the said Cape Copper Company (Limited) in reference to parts of the wharf and works mentioned in the principal agreement And whereas a Bill of which the Trutees are the promoters has been introduced into and is now pending in Parliament intituled "A Bill to "authorise the Swansea Harbour Trustees to enlarge and extend the Prince "of Wales Dock at Swansea and for other purposes" whereby it is proposed (amongst other things) that the Trustees shall be authorised to make construct and maintain certain works and (amongst other things) a new dock being an enlargement and extension of the Prince of Wales Dock in an easterly direction which intended new dock is herein-after referred to as "the new part of the Prince of Wales Dock" And whereas the petitioner has and the said Cape Copper Company also have petitioned the House of Commons against the said Bill and in order to the withdrawal of the opposition by the petitioner and the said Cape Copper Company to the said Bill the parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing Now these presents witness that for the consideration herein appearing it is hereby agreed by each of the parties hereto so far as regards the agreements and provisions herein-after contained which ought to be performed or observed by her or them respectively with the others or other of such parties as follows :—

1. The petitioner and all other necessary parties (including the said Cape Copper Company) whose concurrence respectively shall be procured by the petitioner shall at the expense of the Trustees and without any compensation further than is provided by these presents surrender and release to the Trustees all and singular the wharf canal basin towing-path rights powers and authorities and all other (if any) the premises by clause 11 of the principal agreement agreed to be leased by the Trustees to the petitioner and all and singular the rights powers and privileges conferred by clauses 12 and 13 respectively of the principal agreement to the intent that all estate right title interest claim and demand under the principal agreement of the petitioner and the said Cape Copper Company and of all and every persons or person deriving title under her or them in to upon and in respect of the premises so to be surrendered and released may absolutely cease and determine Possession of the said premises may be taken by the Trustees at the expiration of one calendar month after a notice in writing requiring the same shall have been given by the Trustees to the petitioner but the said surrender and release shall be made at and take effect from the expiration of three days after the completion of the works herein-after agreed to be made and after the construction of the new part of the Prince of Wales Dock.

2. The petitioner will if and so far as required by the Trustees at the expense of the Trustees make out a title to effectually surrender and release

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the said premises hereby agreed to be surrendered the title under the principal agreement being taken as the root of title.

3. The Trustees shall at their own expense construct the following works and things on the south of the new part of the Prince of Wales Dock as shown on the plan signed by the petitioner and Talfourd Strick the clerk of the Trustees and annexed to this agreement (herein-after referred to as "the plan hereto"):—

(A) A new wharf (herein-after called "the new wharf") level with the coping of the existing quay wall of the said Prince of Wales Dock and bounded on the northern side for a distance of five hundred feet in length by the strip of land coloured brown on the plan hereto (herein-after sometimes described as "the brown land") and which new wharf is coloured pink on the plan hereto such wharf to have its northern side parallel to and at a distance of thirty feet from the edge of the quay wall on the southern side of the new part of the Prince of Wales Dock and otherwise to have the position and to be of the dimensions shown on the plan hereto as coloured pink thereon The present entrance water channel leading from the Tennant Canal to the existing canal basin mentioned in clause 1 of these presents is to be cleared away closed and properly filled up by the Trustees so that such entrance may form part of the new wharf and the road adjoining it The Trustees shall on such part or parts of the new wharf as the petitioner may select re-erect similar buildings and offices at least as good as those now on the said present wharf of the petitioner to be surrendered under clause 1 of these presents the materials of the buildings and offices on the present wharf to be either used for that purpose or disposed of by the Trustees for their own benefit The Trustees shall also remove transfer re-erect reinstate and reinstall the crane gantry and works now on the present wharf to be surrendered as aforesaid and on the forty feet road to and on the new wharf and thirty feet road if and as may be directed by the petitioner subject to the provisions of clause 7 hereof In the event of the petitioner or her lessees desiring to erect or place on the new wharf or thirty feet road machinery and appliances of a different character to the existing machinery and appliances in lieu thereof then the Trustees shall and will in lieu of re-erecting and reinstating pay to her or her lessees compensation equivalent to the cost of removing transferring re-erecting and reinstating the present machinery and appliances on the new wharf and thirty feet road and such compensation shall in case of dispute be settled by arbitration as herein-after mentioned:

(B) A widening or lay-bye as scored blue on the plan hereto to the extent of not exceeding fifteen feet in width of the existing Tennant Canal as may be required by the petitioner parallel to and adjoining the new wharf on the south side thereof with a vertical or perpendicular side wall made of the same materials as the side walls of the existing canal basin aforesaid and such widening or lay-bye shall be at least as deep as the present Tennant Canal in the nearest navigated portion thereof:

(C) A road partly twenty-two feet and partly fifteen feet wide as coloured green on the plan hereto along the north side of the Tennant Canal and continued from the new wharf in an easterly direction towards the Burrows

Inn and the petitioner her lessees and traders and agents shall have a right to use the road so coloured green with or without carts vehicles horses and other animals :

(d) Upon the brown land (on a level with the now existing coping of the Prince of Wales Dock) a road thirty feet wide lying between the new wharf and the edge of the quay wall of the new part of the Prince of Wales Dock to be used in connexion with and for the accommodation of the new wharf as an open and public road or carriageway reserving power to the Trustees to lay rails on the said thirty feet road so as not to impede the user thereof by the petitioner her agents traders or lessees and which said road subject to the said rights of the petitioner therein shall be under the control regulation and management of the Trustees in like manner as any other part of Swansea Harbour Provided always and it is hereby agreed that the rights of the Trustees on or over the said thirty feet road shall be subject to the following provisions (that is to say) :—

Whatever railway the Trustees may make upon the brown land shall be used as a through line and not be used as a siding to the inconvenience of the petitioner save and except that when and when only any berth in front of the new wharf shall not be in use by the petitioner or her lessees or traders for loading or discharging cargo into or from any vessel lying in such berth and shall be in use for so loading or discharging by the Trustees under such legal rights or powers (if any) as may exist for such user the Trustees may use any railway which may be laid down by them upon the brown land lying between such berth and the new wharf otherwise than as a through line No such railway shall be used for passenger traffic without the consent of the petitioner her executors administrators or assigns and the Cape Copper Company (Limited) as her under-lessees or their assigns If at any time either a vessel berthed by the Trustees or any others authorised by them should be lying wholly or partially opposite the new wharf or any part thereof in the new part of the Prince of Wales Dock or any trucks vehicles or other impediments of the Trustees or any others authorised by them should be standing on the said thirty feet road or any part thereof so as respectively to hinder or impede the berthing shifting moving loading or discharging of any vessel which the petitioner her traders or lessees or any of them should require to berth or shall have berthed opposite the new wharf or any part thereof for loading or discharging cargo or should require to shift or move along the quay frontage opposite the new wharf for any such purpose then the Trustees shall and will immediately on being requested by the petitioner or her lessees or traders or by her or their agents or any of them move any such vessel so berthed by the Trustees or by any others authorised by them and also any such trucks vehicles and other impediments as aforesaid so that the same respectively shall no longer be or create any such hindrance or impediment and if the Trustees shall make default in so doing or there shall from any cause be delay in their so doing they the Trustees shall pay in addition to such damages (if any) as the Trustees may be liable to pay for breach of agreement all

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demurrage caused thereby to any vessel which the petitioner or her traders or lessees shall require to berth or shall have berthed as aforesaid.

4. The lock towpath and communication and the paddle which were constructed under clause 8 of the principal agreement shall remain and continue without alteration and the petitioner shall continue to be entitled to all her existing rights in respect thereof The Trustees shall be allowed to construct a drawbridge over the said lock not exceeding thirty feet wide for the purpose of carrying their rails across such lock the said drawbridge to be constructed according to plans and sections to be first approved of by the petitioner or in case of dispute settled by arbitration as herein-after provided The said drawbridge shall be constructed used worked and maintained by the Trustees so as not unnecessarily to obstruct impede or interfere with the traffic of the petitioner her lessees and traders or any traffic passing through the said lock.

4A. The Trustees shall not do anything to prevent the petitioner her traders or lessees from having access from and to the brown land to and from any adjoining land on which other members of the public are permitted to pass.

5. All the rights and privileges of the petitioner her tenants and traders and of the Trustees respectively under the principal agreement and the said Act of 1874 are to continue vested in her and them respectively except so far as the same may be expressly varied or altered by these presents.

6. The Trustees shall grant to the petitioner a lease for the term of on thousand years from the construction of the new part of the Prince of Wales Dock at a peppercorn rent of the following lands works easements and hereditaments (viz.)—

The works and premises above defined under headings (A) and (B) and the lands on which such works are to be constructed and the rights of way above defined under the heading (C) in clause 3 Together with the exclusive right of shipping and unshipping goods from at and over the brown land to and from the new wharf and with full right power and authority of crossing and using the brown land for the purpose of loading and unloading goods and other things into and out of vessels in the said dock as intended to be extended and for any other like purposes with power to lay such rails or tram-plates as the petitioner her lessees or agents may require across and over the rails of the Trustees but on a level therewith :

Provided always nevertheless that subject and without prejudice to the rights and interests therein of the petitioner her agents traders and lessees as aforesaid the said thirty feet road shall be under and subject to the control and regulation of the harbour master in like manner as in any other part of the harbour The lease so to be granted shall be made subject to all statutory or other existing exceptions reservations and rights of or in respect of mines or minerals in under or near to the lands which or rights over which are to be demised.

7. The petitioner shall be entitled to construct erect maintain and use staiths cranes machinery and other works upon the said thirty feet road but so as not

to interfere any further than may be necessary with the free use by the Trustees and their officers and servants and other persons using the docks of the said road as is herein-before provided in that behalf and particularly so as not to interfere any further than may be necessary with the free user by the Trustees and all persons authorised by them of a railway consisting of a double line of rails which the Trustees intend to lay down on the said thirty feet road and the free passage of engines horses waggons trucks and other vehicles along the same The position and mode of construction erection maintenance and user of the said staiths cranes machinery and works to be agreed by the petitioner and the Trustees or in case of dispute to be referred to arbitration as herein-after provided.

7A. The Trustees shall make and maintain along the whole length of the brown land a suitable crane-road to carry any cranes which the petitioner may desire to erect upon the brown land and shall pay the extra cost involved in purchasing and erecting not more than four cranes suitable to allow such free user by the Trustees and persons authorised by them of the said railway and such free passage along the same as aforesaid over and above the cost of purchasing and erecting on the ground cranes of similar lifting power The Trustees shall if and when required by the petitioner supply any water pressure required for such cranes at a rate of one penny per ton lifted The petitioner may at any time lay and maintain under the new wharf mains for supplying water and water pressure for herself and her lessees and traders with necessary connexions under the brown land to such cranes.

8. The Trustees shall have full power to make maintain and use a bridge over the Tennant Canal at any point which they may think fit between the points marked "X" and "Z" on the plan hereto with two lines of rails and a roadway for the purpose of carrying over the same any railway cart horse cattle foot or other traffic of or authorised by the Trustees to and from the lands and foreshore to be acquired by the Trustees under the intended Act on the south side of the Tennant Canal The Trustees shall pay the petitioner for the easement and land (if any) to be acquired from her under this clause in accordance with the Lands Clauses Acts The Trustees shall so far as the petitioner is concerned also have full power if and when they think fit to take down the bridge over the Tennant Canal leading to Lambert's Works and without payment to the petitioner to rebuild it over the said canal at the point marked "Y" on the plan hereto and such bridge when rebuilt shall be the property of the petitioner subject to the same rights of user as Messrs. Lambert and Co. are now entitled to with regard to the said existing bridge leading to Lambert's Works The bridges so to be made or rebuilt shall be at a clear height above the towing-path of the Tennant Canal of not less than seven feet six inches and the bridge between the points X and Z shall be of a span of at least forty-two feet clear measured on the square with perpendicular or vertical stone or concrete walls carried down to at least six feet deep below the water level of the Tennant Canal and such walls shall have a smooth surface The bridge between the points X and Z shall not be more than fifty feet wide and the bridge which may be rebuilt in place of the said existing bridge to Lambert's Works shall not be more than twenty feet wide and provision shall be made (if necessary) for proper and sufficient introduction of daylight underneath each

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bridge The Trustees shall also construct a substantial stone retaining wall for the towing-path under each of the said bridges and along the approaches to such bridges The Trustees shall be at liberty to place supports for the bridge between the points marked X and Z on the towpath on the south side of the canal and on the twenty-two feet road mentioned in clause 3 (c) of these presents but so that the clear space between any supports placed on the tow-path or twenty-two feet road respectively and the edge of the canal shall not be less than six feet and that the Trustees shall make any necessary widening of the twenty-two feet road under such bridge so as to preserve a road twenty-two feet wide The whole of the works referred to in this clause of these presents shall be constructed according to plans and sections to be first approved of by the petitioner or in case of dispute to be settled by arbitration as herein-after provided and shall also be constructed to the reasonable satisfaction of the petitioner or in case of dispute as shall be settled by arbitration as aforesaid.

9. The petitioner her lessees agents and traders shall from the construction of the new part of the Prince of Wales Dock and the opening of the same for the accommodation of vessels be at all times thereafter entitled to place one tier or line of shipping opposite to the new wharf and to ship into and unship from vessels in the dock opposite to the new wharf whatever quantities of goods and other things they think fit without being subject to the payment to the Trustees of any dock or wharfage rates specified in the Schedules B and C to the Swansea Harbour Act 1874 or by reference thereto but subject to the rules and regulations of the harbour master as in other parts of the harbour.

10. The petitioner will not permit any ballast or spoil to be discharged at or carried upon or over the said thirty feet road from vessels lying opposite the new wharf except with the consent of the harbour master.

11. From the time of the Trustees taking possession of the lands or works mentioned in clause 1 hereof or any portion thereof or stopping the traffic at the wharf and premises therein referred to or at or upon the Tennant Canal until the opening of the new part of the Prince of Wales Dock for the reception of vessels and the completion of the works by clause 3 hereof agreed to be made respectively provision shall be made by the Trustees for shipping all goods brought to the Prince of Wales Dock by or from the Tennant Canal for shipment discharge or transhipment at or in such dock and for all goods intended to be conveyed upon the Tennant Canal and any extra expense to the shipper or receiver shall be paid by the Trustees and in case the trade belonging to the petitioner now carried on at the wharf and premises mentioned in clause 1 hereof or upon the Tennant Canal shall at any time during the construction of the Trustees' works wholly or partially cease in consequence of such works full and adequate compensation shall be paid by the Trustees to the petitioner in respect of such loss of trade to her or her lessees The amount of compensation under this clause shall be settled in case of difference as herein-after provided The Trustees shall with all reasonable expedition after and in any event within two years from their taking possession of the lands or works mentioned in clause 1 hereof or any portion thereof or stopping otherwise

than temporarily the traffic at the wharf and premises therein referred to or at or upon the Tennant Canal construct complete and hand over to the petitioner the whole of the works and rights set out in clause 3 of these presents to which she is entitled.

12. For the purposes of clauses 2 and 3 of the principal agreement the new wharf shall as from the date when the surrender and release aforesaid shall or ought to be made be substituted for the wharf to be demised to the petitioner in clause 2 of the principal agreement referred to and clauses 2 and 3 of the principal agreement and all other provisions therein and in the said indenture of the twenty-second day of April one thousand eight hundred and eighty-four respectively contained relating to the rents and royalties in the said clauses 2 and 3 of the principal agreement respectively mentioned shall as from the same date be read and construed as if the new wharf and premises hereby agreed to be demised to the petitioner had been inserted or referred to therein respectively in lieu of the wharf and premises referred to in clause 2 of the principal agreement and be modified accordingly but except as aforesaid the respective rights and liabilities of the parties hereto in respect of such rents and royalties whether declared by the said judgments or otherwise shall remain in full force and unaffected by these presents and the respective parties hereto shall execute and do all such instruments and things as may be necessary or proper for giving full effect to this clause.

13. This agreement is intended so far as may be to be in substitution for the principal agreement the works hereby agreed to be made taking the place of the corresponding works thereby agreed to be made and the lease hereby agreed to be granted taking the place of the lease thereby agreed to be granted and any judicial determination which in the said action of Tennant *v.* The Swansea Harbour Trustees has been put upon any clause or word or clauses or words of the principal agreement shall be deemed to apply so far as possible to the corresponding clause or word or clauses or words of this agreement.

14. All the differences (if any) which shall arise between the petitioner on the one hand and the Trustees on the other with respect to this agreement or the subject-matters thereof respectively or otherwise relating thereto shall be referred to arbitration in the usual way.

15. The proposed railway new road new canal new lock and conveniences and the proposed power to stop up and discontinue a part of the Tennant Canal and to appropriate and use the site thereof and the proposed culvert being the works mentioned in sub-sections (B) (C) (D) (E) and (F) respectively in clause 5 (now clause 4) of the said Bill shall be abandoned and those five sub-sections shall be omitted from and struck out of the said Bill The words "Tennant's Canal and the Crymlyn Bog" shall also be struck out of clause 7 of the said Bill the word "and" being inserted therein before the words "Swansea Bay."

16. Clause 6 (now clause 5) of the said Bill shall be altered so that that clause shall not apply to any of the lands of the petitioner numbered 2 and 44 respectively on the deposited plan The Trustees shall not without the written consent of the petitioner make any crossing authorised by clause 6A (now clause 6) of the said Bill except the said bridge between the said points marked X and Z In clause 14 of the said Bill the works referred to and marked originally (E) and as altered (B) in the said Bill shall be struck out.

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17. The petitioner shall have a right to connect a siding from the new wharf to and forming a junction with the railways of the Trustees on the said thirty feet road and the petitioner shall have a right of user of the railways of the Trustees which she may require in connexion with the new wharf on terms to be settled by arbitration under clause 14 of these presents in case of dispute but no short distance clauses shall have any application to such user or terms.

18. The said Bill if and when passed into law shall contain a clause ratifying and confirming this agreement which shall be scheduled to the said Bill when passed.

19. The Trustees if they shall not have taken possession of any part of the wharf or premises mentioned in clause 1 hereof shall be entitled at any time within two years from the thirtieth day of June one thousand eight hundred and ninety-four to annul the whole of this agreement except clause 22 hereof by notice in writing to be given by them under the hand of their clerk to the petitioner her executors administrators or assigns but in that case the Trustees shall have no power under the intended Act except with the written consent of the petitioner to take possession of or interfere with any property or rights of the petitioner her lessees or traders except for the purpose of making a crossing as authorised by clause 6A (now clause 6) of the Bill and as provided by clause 8 of these presents by a bridge which in that case shall be used only for the purpose of carrying spoil or ballast.

20. In consideration of the foregoing clauses of this agreement the petitioner will not oppose and undertakes that the said Cape Copper Company will not oppose the said Bill during the present session of Parliament.

21. This agreement shall except as to clauses 20 and 22 hereof only operate in the event of the said Bill being passed into an Act in the present or modified form of the Bill in the present session of Parliament and if the said Bill shall not be so passed no recital clause or thing herein contained shall in any way prejudice or affect any right or liability of any of the parties hereto.

22. The Trustees will pay to the petitioner the sum of four hundred pounds in or towards the costs charges and expenses of the petitioner and the Cape Copper Company in and about opposing the said Bill in Parliament and of appearing in reference thereto and in reference to the negotiation for and preparation and execution of this agreement and the petitioner undertakes that the Cape Copper Company will make no claim for costs against the Trustees in connexion with the premises.

23. This agreement is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein it shall be in the option of either party to withdraw from this agreement in which case the Trustees shall have no power under the intended Act except with the written consent of the petitioner to take possession of or interfere with any property or rights of the petitioner her lessees or traders except for the purpose of making a crossing as authorised by clause 6A (now clause 6) of the Bill and as provided by clause 8 of these presents by a bridge which in that case shall be used only for the purpose of carrying spoil or ballast.

In witness whereof the said petitioner hath hereunto set her hand and seal and the Trustees have caused their common seal to be affixed the day and year first above written. A.D. 1894.

TALFOURD STRICK
Clerk to the Trustees.

The Common Seal of the Trustees of Swansea Harbour

Signed sealed and delivered by the above-named Gertrude Barbara Rich Tennant in the presence of
CHARLES COOMBE TENNANT
2 Richmond Terrace
Whitehall.
THO. WILLIAMS
Solr. Neath.

G. B. R. TENNANT. L.S.

THE THIRD SCHEDULE.

This Agreement made the twenty-seventh day of April one thousand eight hundred and ninety-four between Susan Lambert of 33 Queen's Gate Terrace in the county of Middlesex Widow and John Alexander Weir of Leadenhall Buildings in the City of London Merchant (Trustees and Executors of the Will of the late Charles Joseph Lambert deceased) of the one part and the Swansea Harbour Trustees (herein-after called "the Trustees") of the other part.

Whereas a Bill of which the Trustees are the promoters has been introduced into and is now pending in Parliament intituled "A Bill to authorise the Swansea "Harbour Trustees to enlarge and extend the Prince of Wales Dock at "Swansea and for other purposes":

And whereas Messrs. Lambert have petitioned the House of Commons against the said Bill:

And whereas Messrs. Lambert have claims against the Trustees for compensation and otherwise arising out of the construction by the Trustees of the Dock (being the said Prince of Wales Dock) and other works authorised by the Swansea Harbour Act 1874 and the Trustees have also claims against Messrs. Lambert for arrears of tolls rates and charges:

And whereas in order to the withdrawal of the said opposition to the said Bill and for the settlement of the said claims the parties hereto have determined to execute this agreement:

Now these presents witness that for the consideration herein appearing it is hereby agreed by and between the parties hereto as follows:—

The following terms whenever herein-after used shall have the respective meanings hereby given to them if not inconsistent with the context (that is to say):—

"Messrs. Lambert" shall mean the said Susan Lambert and John Alexander Weir as the persons entitled under a certain indenture

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of lease dated the fifth August one thousand eight hundred and sixty-one and expressed to be made between Henry Tennant and Charles Tennant of the one part and Charles Lambert of the other part another indenture of lease dated the twenty-third August one thousand eight hundred and eighty-four and expressed to be made between the Trustees of the one part and the said Charles Joseph Lambert of the other part and another indenture of lease dated the second February one thousand eight hundred and ninety-two and expressed to be made between Albert Charles Hadland of the one part and the said Susan Lambert and John Alexander Weir of the other part to the lands works and hereditaments in such three indentures comprised and their assigns and tenants for the time being of the same premises or any part thereof:

"Plan No. 1" shall mean the plan numbered 1 hereunto annexed and signed by Herbert Johnson the solicitor of Messrs. Lambert and by Talfourd Strick the clerk of the Trustees:

The said plan is annexed for the purpose of convenience only and is not to be considered as accurate:

'The said premises" shall mean the said lands works and hereditaments comprised in or to which Messrs. Lambert are entitled under the said indentures of lease dated the fifth August one thousand eight hundred and sixty-one the twenty-third August one thousand eight hundred and eighty-four and the second February one thousand eight hundred and ninety-two or any part thereof:

"Vessel" shall mean either a sailing vessel or steamer.

1. The Trustees within twelve months after being required so to do in writing by Messrs. Lambert to improve the berth for vessels at the point marked A on Plan No. 1 in the Prince of Wales Dock by placing there a staging or a jetty so that Messrs. Lambert may be enabled to discharge from three hatches at a time.

2. Messrs. Lambert to have the preferential user as herein-after defined of sufficient quay frontage for one but not more than one vessel for shipping and discharging goods in the Prince of Wales Dock at the said point marked A on Plan No. 1 and to be at liberty to transport such goods to from and through the said premises by means of the overhead tramway and its branches already made and shown on Plan No. 1 or otherwise The term "preferential user" shall mean that Messrs. Lambert are at all times to be entitled to place a vessel alongside the quay frontage at the said point marked A on Plan No. 1 and for that purpose if necessary to require any other vessel or vessels to be removed therefrom Provided that Messrs. Lambert shall proceed with the operations of shipping or discharging goods into or from the vessel so placed continuously during ordinary working hours and with all despatch and provided also that when or so far as the said quay frontage or any part thereof is not occupied by a vessel placed alongside by Messrs. Lambert and actually engaged shipping or discharging goods then the Trustees shall be at liberty (subject to the obligation of complying with any necessary requirement to remove a vessel or vessels as aforesaid) to use the said quay frontage or any part thereof not so occupied for any purpose Messrs. Lambert shall at any time if and when required so to do

move any vessel placed by them alongside the quay frontage so far as may be necessary for affording free access to and from any graving or dry dock which may be constructed on the land lying between the said premises and the lock and tidal basin shown on Plan No. 1 and in default of their so doing the Trustees shall be at liberty to move any such vessel Provided always that the eastern side of the entrance to any such graving or dry dock shall not be placed further eastward than twenty feet from the eastern side of the existing entrance.

3. Messrs. Lambert to have the exclusive user of that portion of the said overhead tramway and its branches shown on Plan No. 1 which is constructed on the Trustees' land and to have a right at reasonable times to enter on the Trustees' land for the purpose of repairing strengthening and maintaining the said tramway and its branches and of converting it into a railway if they should think fit but the Trustees shall be at liberty at any time to move or alter within ten feet of the present position the position but not the level of the said overhead tramway or the supports thereof for the purpose of laying any crane-road railway or railways or roadway under the same not however rendering the said tramway more inconvenient for Messrs. Lambert's use than may be absolutely necessary.

4. The Trustees to pay to Messrs. Lambert the sum of three hundred pounds for or towards the cost of construction of the overhead tramway and branches through the said premises.

5. The Trustees to forthwith erect at their own expense on the quay at the said point marked A on Plan No. 1 a new hydraulic crane with a radius of jib not less than the radius of jib of the cranes now being used for discharging iron ore on the quay to the eastward of the said point marked A and capable of raising thirty hundredweight at a lift and Messrs. Lambert to be at liberty to erect and at any time after erection to remove at their (Messrs. Lambert's) expense near the said point A one or two additional new hydraulic crane or cranes of a description and capacity reasonably approved by the Trustees and the Trustees to provide during ordinary working hours hydraulic pressure for the said crane or cranes on payment by Messrs. Lambert of a rate of three farthings for each and every ton lifted by or for them and the Trustees if so required by Messrs. Lambert also to provide after reasonable notice in that behalf a driver for working each crane on payment by Messrs. Lambert of an additional rate of one penny for each and every ton lifted by or for them Each of them the Trustees and Messrs. Lambert to have the right of using all or any of the said cranes but Messrs. Lambert whenever they have a vessel alongside the quay frontage at point A on Plan No. 1 to have the preferential user thereof and for that purpose Messrs. Lambert may require the Trustees to discontinue using the same cranes or such of them as they Messrs. Lambert may have occasion to use The Trustees to maintain renew and keep in repair and working order each of the said cranes and the expenses incurred in each year in and about such maintenance renewal and keeping in repair and working order to be borne by the Trustees and Messrs. Lambert respectively in proportion to the quantities lifted by such crane by or for them respectively in the year in which the expenses are incurred and Messrs. Lambert at the end of every year to pay to the Trustees their due proportion of such expenses for that year Each

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of them the Trustees and Messrs Lambert respectively to keep and allow the other of them to inspect all necessary accounts for showing the quantities lifted for them respectively at each crane And as to the Trustees also showing the amount of the said expenses.

6. In respect of all goods shipped or discharged by Messrs. Lambert at the said quay frontage into or from a vessel placed or lying alongside the same under the right of preferential user herein-before agreed to be given to them which either—

(A) shall have been stored or manufactured by Messrs. Lambert on and carried from the said premises direct to the said quay frontage; or

(B) shall have been carried direct from the said quay frontage to and to be used at or stored by Messrs. Lambert on the said premises; or

(C) shall have been or shall be carried by Messrs. Lambert on the Tennant Canal; or

(D) shall be carried by Messrs. Lambert by barges from or to such vessel;

the Trustees shall from time to time be entitled to demand and take as a harbour rate on goods a rate not exceeding one-half part of the harbour rates which may for the time being be demanded and taken under the powers of the Swansea Harbour Act 1854 for goods of a like nature when shipped or unshipped into or from any vessel within the town float or half-tide basin mentioned in the one hundred and twenty-seventh section of the last-mentioned Act and shall not be entitled in respect of any such goods to demand or take any other harbour rate on goods or any dock rate on goods or any wharfage rate rent shipping or landing charges on goods under the powers of the said Act and the Swansea Harbour Act 1874 or either of them but nothing herein contained shall prejudice or affect any right of the Trustees to demand or take in respect of any such vessel any harbour rate on shipping or dock rate on shipping under the powers of the said Acts or either of them or otherwise or to demand or take in respect of any goods other than such goods as aforesaid any harbour rate on goods or dock rate on goods or wharfage rate rent or shipping landing or other rate or charge under the same powers or otherwise For the purposes of this clause the expression "stored" shall mean laid or placed so as to rest directly on the ground or on the floor of a building and goods which have been laid or placed in any truck barge or other means of conveyance so as indirectly to rest on the ground shall not by reason thereof only be deemed to have been stored.

7. Messrs. Lambert to be at liberty at reasonable times and when the said lock of the Prince of Wales Dock shall be open for other traffic to take their barges (when carrying to or from the said quay frontage at point A or to or from the said premises or to or from the said canal goods handled by them) through the Prince of Wales Dock and the said lock and tidal basin free of all charges and payments whatsoever in respect of the said barges.

8. The Trustees within two months after this agreement has been confirmed by Parliament to pay to Messrs. Lambert the sum of two thousand pounds in settlement and full discharge and satisfaction of all claims by Messrs. Lambert for cost of altering barges compensation for not letting or for injuriously affecting land costs and all other claims by Messrs. Lambert of every description or nature whatsoever up to the date hereof but any money then due by Messrs. Lambert

to the Trustees under clause 12 to be deducted from the said sum of two thousand pounds

9. Messrs. Lambert and their employés to be at liberty at reasonable times and for all purposes connected with the use of the said premises with or without horses carts carriages and waggons laden or unladen to go pass and re-pass but only on the level over the Trustees' lands and across the Trustees' lines between the points marked A and C on Plan No. 1 and from the point C over the said lock to Swansea in the direction shown by the line coloured violet on Plan No. 1 And also (subject as to part as mentioned in clause 14 hereof) Messrs. Lambert and their employés to have full right and liberty at all times and for all purposes with or without horses carts carriages or waggons laden or unladen to go pass and re-pass and to drive cattle along over and upon the part hatched black of the road coloured red on Plan No. 1 being for a width of twenty-two feet along the canal side measured from the top of the bank.

The Trustees to maintain the said part of the said road in good repair.

10. The Trustees to forthwith make for the use of Messrs. Lambert free of charge low level railway connexions between the point marked D on Plan No. 1 and the points marked A and B respectively thereon as shown by a blue line thereon and to make and maintain for the joint use of the Trustees and Messrs. Lambert the siding coloured green two hundred and fifty feet in length on Plan No. 1 at the said point A but Messrs. Lambert whenever they have a vessel alongside the quay frontage at the said point A to have the preferential user of the said siding and for that purpose Messrs. Lambert may require any trucks waggons or other impediments to be removed therefrom.

11. On the said connexions being made Messrs. Lambert to give up the user of and all rights over the jetty lines and canal bridge made and laid by the Trustees for their accommodation and coloured red and marked E on Plan No. 1 and the user of and all rights over so much of the said road coloured red on Plan No. 1 as is not hatched black.

12. Messrs. Lambert to pay to the Trustees all arrears (if any) of tolls rates and charges less any money due or to become due by them to Messrs. Lambert up to the time when the railway connexions and crane shall have been completed on account of the extra costs and charges incurred by Messrs. Lambert on their traffic to and from their works in consequence of the construction of the Prince of Wales Dock and subsidiary works and Messrs. Lambert also to pay the Trustees all arrears of the rent of ten pounds payable in respect of the "Union" public-house under the said lease.

13. Provided always anything herein-before contained to the contrary thereof notwithstanding that Messrs. Lambert shall be entitled only to the liberties mentioned in clauses 7 and 9 hereof jointly with the Trustees and all persons from time to time authorised by them and Messrs. Lambert shall not in the exercise and enjoyment of any of the liberties powers privileges and easements hereby agreed to be given to them unduly interfere with or prejudicially affect the Trustees' lines of railway and roads which are now in existence or may hereafter be reasonably made by the Trustees or the working or conveying of traffic on the same or their right to reasonably deviate or alter the position of any railways or roads (but the Trustees shall not deviate or alter or lay rails on the level of the said part of the said road coloured red and hatched black) or the use or enjoyment by the Trustees of any of their adjoining property or in

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any way prevent the Trustees from at any time closing the gates of their docks and premises and excluding any person or persons from access thereto or egress therefrom but in the event of any such closing or exclusion the Trustees shall make reasonable provision by the use of tickets or otherwise for Messrs. Lambert and all persons employed by them passing and re-passing to and from the said premises and Messrs. Lambert shall in all respects be subject to the rules byelaws and regulations for the time being in force in Swansea Harbour.

14. Provided also that the Trustees shall be at liberty at any time hereafter if they think fit so to do having first completely finished ready for use a new bridge in such a position and direction and in all things to the reasonable satisfaction of Messrs. Lambert's engineer to take up and remove the bridge over the said canal marked F on Plan No. 1 The new bridge shall be placed at or near the point marked G on Plan No. 1 and Messrs. Lambert shall thereupon give up the user of and all rights over so much of the road twenty-two feet wide coloured red and hatched black on Plan No. 1 as lies between the western side of the new bridge and the said point marked F.

15. If the Trustees shall remove the said bridge marked F on Plan No. 1 they shall also if required by Messrs. Lambert remove the entrance gates office store and weighbridge now on Messrs. Lambert's premises on the southern side of and near the said bridge and re-erect and rebuild the same at or near the said point marked G according to Messrs. Lambert's directions and shall also reinstate so much of the wall of Messrs. Lambert's Works between the points marked F and G as may be damaged by them and shall make a good approach and road twenty-two feet wide and metalled with macadam from the point G inwards to join their main road within the said premises at the point marked H All the said works to be done to the reasonable satisfaction of Messrs. Lambert's engineer.

16. Messrs. Lambert shall grant to the Trustees for all such term and estate as they now have power to grant the same full and free liberty to make maintain and use on the land coloured yellow on Plan No. 1 a bridge not exceeding fifty feet in width with two lines of rails and a roadway thereon for the purpose of carrying any railway cart horse cattle foot or other traffic of or authorised by the Trustees to and from the lands and foreshore to be acquired by the Trustees under section 6 of the Bill such bridge to be made at a clear height of fourteen feet three inches measured from the level of the cover of the existing manhole in the adjoining road crossing the canal The abutments or supports of the bridge to be perpendicular and to be so placed as to leave a roadway not less than twenty feet in width between the said abutments or supports and Messrs. Lambert will if and when required by the Trustees and at their (the Trustees') expense and on payment of compensation for the liberty granted execute and do all instruments and things necessary or proper for giving effect to this clause.

17. This agreement and the rights liberties powers privileges and easements herein-before mentioned to continue in force only during the continuance of the said lease of the fifth day of August one thousand eight hundred and sixty-one.

18. This agreement and the terms provisions and conditions thereof are not to be affected by the conversion of the tidal basin into a half tide basin if the Trustees decide at any time to effect such conversion.

19. Messrs. Lambert not to further oppose the said Bill it being hereby agreed that sub-sections (B) (C) (D) (E) and (F) of section 5 shall be struck out and that no land or foreshore to the west of the present main sewer of St. Thomas marked I on Plan No. 1 or of a straight line drawn seaward in continuation of such sewer shall be taken by the Trustees under the present Bill.

20. Except the last preceding clause hereof this agreement is subject to the sanction of Parliament being given thereto and the Trustees hereby agree to apply for and use their best endeavours to obtain such sanction either by a clause to be introduced into the said Bill or in the next Bill promoted by them and is to be in lieu of every (if any) other agreement already made or concluded by the parties or their respective predecessors in title and to be in full satisfaction of all claims by Messrs. Lambert occasioned by or in consequence of the construction of the Prince of Wales Dock or any works authorised by and now constructed under the powers of the Swansea Harbour Act 1874 and to be occasioned by the conversion of the tidal basin into a half tide basin as aforesaid.

21. This agreement is made subject to such alterations as Parliament may see fit to make therein.

In witness whereof the said Susan Lambert and John Alexander Weir have hereunto set their hands and seals and the Trustees have caused their common seal to be hereunto affixed the day and year first above written.

TALFOURD STRICK
Clerk to the Trustees.

The Common Seal of the Trustees of Swansea Harbour.

Signed sealed and delivered by the above-mentioned Susan Lambert in the presence of
WALTER LEVESON LEVETT
Davenport
Bridgnorth
Gent.

SUSAN LAMBERT. L.S.

Signed sealed and delivered by the above-named John Alexander Weir in the presence of
T. BROS
Clerk to Messrs. Budd Johnsons and Jecks
24 Austin Friars
Solicitors London E.C.

JNO. A. WEIR. L.S.

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