



ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. clxvii.

An Act to enable the *Swansea* Harbour Trustees to raise a further Sum of Money for the Purposes of their Undertaking; and to authorize a Lease or Leases of the *Swansea* Harbour Railway and certain Wharves in *Swansea* Harbour to the *Vale of Neath* Railway Company; and to authorize the laying down of additional Rails for the Narrow Gauge on that Railway.

[17th July 1862.]

WHEREAS by "The *Swansea* Harbour Act, 1854," (in this 17 & 18 Vict. Act called "the Act of 1854,") the *Swansea* Harbour c. cxxvi.

Trustees (in this Act called "the Trustees") were incorporated and were made the Conservators of the Harbour of *Swansea* and the River *Tawe*, and the Parts therein specified of *Swansea Bay*, and Powers were conferred on them for the Conservancy, Improvement, Protection, and Regulation of the Harbour, and they were authorized to make and maintain Docks and other Works, and to take Light Dues on Vessels, Rates on Shipping, Rates on Goods, and Bridge Tolls, and

[*Local.*]

27 A

Provision

The Swansea Harbour Act, 1862.

20 & 21 Vict.
c. cxlii.

Provision was made that all Rates, Dues, Damages, Penalties, and other Sums payable to and Income of the Trustees should be paid to the Credit of the *Swansea Harbour Fund*, and they were authorized to borrow, in addition to a Bond or Mortgage Debt of One hundred and forty-six thousand two hundred and forty-two Pounds or thereabouts to which the *Swansea Harbour Fund* was made subject as therein expressed, any Sums not exceeding Eighty thousand Pounds on Mortgage of the Tolls, Rates, and Dues by the now reciting Act authorized: And whereas by "The *Swansea Harbour Act, 1857*," (in this Act called "the Act of 1857,") the Undertaking, Docks, and Works of the *Swansea Dock Company* (in this Act called "the Dock Company") were transferred to and vested in the Trustees, and the Trustees were thereby empowered and required to make and complete the Docks and Works which the Dock Company were by "The *Swansea Dock Act, 1847*," authorized to make and complete, and for the Purpose of enabling the Trustees to complete those Docks and Works, and the Dam or Embankment and other Works connected therewith, they were empowered to borrow on Mortgage of the Dock Rates by that Act authorized, and of the Docks and the Works connected therewith, and of the *Swansea Harbour Fund* provided by the Act of 1854, jointly, any Sums not exceeding in the whole One hundred thousand Pounds: And whereas by the same Act, for the Purpose of enabling the Trustees to purchase any Lands which they were by that Act authorized to purchase by Agreement, they were empowered to borrow on Mortgage of the *Swansea Harbour Fund* any Sums not exceeding in the whole Five thousand Pounds: And whereas by the same Act the Trustees were authorized to make and maintain a Railway (in this Act called "the *Swansea Harbour Railway*"), commencing by a Junction with the *South Wales Railway* near to the Stationary Engine House in the Coal Yard of the *South Wales Railway Company* in the Parish of *Swansea*, and passing through and terminating within that Parish, near to the North-western Corner of the authorized *Swansea Dock*, with all proper Stations, Sidings, Wharves, and Conveniences connected therewith, and the Railway thereby authorized was directed to be constructed upon the Broad Gauge of Seven Feet, and for the Purpose of enabling the Trustees to make the Railway by that Act authorized they were empowered to borrow on Mortgage of the Railway Rates, Tolls, and Charges by that Act authorized, and of the Railway and Works connected therewith, and of the *Swansea Harbour Fund*, jointly, any Sums not exceeding Seventy-five thousand Pounds: And whereas by "The *Swansea Harbour Act, 1861*," (in this Act called "the Act of 1861,") the Trustees were empowered (in addition to the Monies which they were then authorized to borrow) to borrow on Mortgage of the *Swansea Harbour Fund* any Sums not exceeding in the whole the Sum of Forty thousand Pounds: And whereas it is expedient that the Trustees should be empowered to raise the further Sum of Twenty-

24 & 25 Vict.
c. ccxxii.

The Swansea Harbour Act, 1862.

Twenty-five thousand Pounds, to be applied in the Manner and for the Purposes herein-after mentioned : And whereas it is expedient that the Trustees should be authorized to grant, and the *Vale of Neath* Railway Company be authorized to accept, a Lease or Leases of the said *Swansea* Harbour Railway and Wharves connected therewith, and other Wharves vested in or conveyed to the Trustees under the Provisions of the Act of 1857, and that Provision should be made for laying additional Rails on that Railway or any Part thereof, so as to provide for the Passage on and over the same Railway and the Works connected therewith of Engines and Carriages constructed for the Narrow Gauge : 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,)

1. This Act may be cited for all Purposes as "The *Swansea* Harbour Short Title. Act, 1862."

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

Part of
10 & 11 Vict.
c. 16. in-
corporated.

With respect to the Liabilities of the Commissioners, and to legal

Proceedings by or against the Commissioners :

With respect to the Mortgages to be executed by the Commissioners, except Sections Eighty-two, Eighty-four, and Eighty-five :

With respect to the Accounts to be kept by the Commissioners :

With respect to the giving Notices and Orders.

3. The Trustees may from Time to Time (in addition to the Monies which they are now authorized to borrow) borrow on Mortgage of the *Swansea* Harbour Fund, provided by the Act of 1854, any Sums not exceeding in the whole Twenty-five thousand Pounds, and in the event of any Sum so borrowed being repaid may again borrow the same, and so from Time to Time, and such Sum of Twenty-five thousand Pounds shall be applied in the Execution of the Works and Purposes of the Act of 1854 and the Act of 1857, and in the Payment of Monies advanced by or owing to any Persons for any of those Purposes, and generally for increasing the public Accommodation in connexion with the existing Harbour, Docks, and Works vested in the Trustees.

Power to
borrow on
Mortgage.

4. All Mortgages granted by the Trustees before the passing of this Act, either under the Act of 1854 or the Acts therein recited or any of them, or under Sections 118, 119, and 120 of the Act of 1857, or under

Mortgages
under re-
cited Acts
to have
the
Priority.

The Swansea Harbour Act, 1862.

the Act of 1861, shall, during the Continuance thereof, have Priority over all Mortgages granted under this Act.

Arrears may
may be en-
forced by Ap-
pointment of
a Receiver.

5. The Mortgagees under this Act may enforce the Payment of the Interest due to them upon their Mortgages by the Appointment of a Receiver, and the Amount necessary to authorize a Requisition for a Receiver shall be One thousand five hundred Pounds.

Accruing
Interest to be
provided for.

6. In order to secure the regular Payment of Interest half-yearly on the Thirtieth Day of *June* and the Thirty-first Day of *December* in every Year on the Mortgages issued by the Trustees under this Act the Treasurer shall, out of the *Swansea* Harbour Fund, on the last Day of every Month, after reserving thereout sufficient for the Payment of the Charges and Expenses to be paid thereout, as by the recited Acts and this Act provided, in preference to the Payment of such Interest, set apart and place to a distinct Account, entitled "Accruing Interest on Mortgages Account," One Twelfth Part of the Interest on the total Amount of the Mortgage Debt of the Trustees under this Act, and in case there shall be not sufficient Funds in his Hands, then the whole of the Amount then in his Hands.

Trustees
not bound
by Trusts
affecting
Mortgages.

7. The Trustees shall not be bound to see to the Execution of any Trust whatsoever, expressed, implied, or constructive, to which a Mortgage issued under this Act may be subject, and the Receipt of the Person in whose Name a Mortgage stands in the Register of Mortgages, or, if it stand in the Names of more Persons than One, the Receipt of One of the Persons named in that Register, shall from Time to Time be a sufficient Discharge to the Trustees for any Interest or other Sum payable in respect of such Mortgage, notwithstanding any Trusts to which such Mortgage is then subject, and whether or not the Trustees have had Notice of such Trusts, and the Trustees shall not be bound to see to the Application of any Money paid upon such Receipt.

Sinking
Fund.

8. After the Principal Sums due and owing on the Credit of the Rates, Dues, and Tolls authorized by the Act of 1861 shall have been paid off the Trustees shall set apart and appropriate annually out of the same Rates, Dues, and Tolls, as a Sinking Fund to be applied in paying off the Principal Sums from Time to Time secured on Mortgage under this Act, the Sum of Two thousand five hundred Pounds.

The Sum of
500*l.* may be
applied for
a Sailors
Home.

9. It shall be lawful for the Trustees to apply any Sum not exceeding Five hundred Pounds out of their Corporate Funds for or towards the Erection of a Building as a Sailors Home or Refuge at the Port of *Swansea*.

10. The

The Swansea Harbour Act, 1862.

10. The Trustees may and shall grant and the *Vale of Neath* Railway Company may and shall accept a Lease or Leases of the *Swansea* Harbour Railway, authorized by the Act of 1857, and the Works and Conveniences connected therewith, and any of the Wharves and Lands other than the Docks vested in or conveyed to the Trustees under the Provisions of that Act for such Period, upon such Terms and Conditions, and for such Considerations, as are expressed in the Articles of Agreement set forth in the Schedule to this Act annexed, or as may be agreed upon between the Trustees and the *Vale of Neath* Railway Company, and the Trustees and the *Vale of Neath* Railway Company may enter into and carry into effect all such Agreements as they from Time to Time shall think fit with respect to a Lease or Leases to the *Vale of Neath* Railway Company of the said Railway, Wharves, and Hereditaments; provided that the Trustees shall not lease to the *Vale of Neath* Railway Company more of the Wharf on the Northern Side of the South Dock than so much of that Wharf as has a Frontage against that Dock of One thousand and fifty-six Feet measured from the Western End of that Dock, unless and except to the Extent that the *South Wales* Railway Company shall have failed to exercise the Option to require a Lease to them of the Wharf which they are by this Act authorized to require from the Trustees.

Railway and Wharves to be leased to the *Vale of Neath* Railway Company.

11. Any such Lease shall contain all proper and usual Covenants on the Part of the Lessees for maintaining the demised Premises in good and efficient Repair and working Condition during the Continuance thereof, and for so leaving the same at the Expiration of the Term thereby granted, and such other Provisions, Conditions, Covenants, and Agreements as are usually inserted in Leases of a like Nature.

Lease to contain all usual and proper Covenants.

12. Any such Lease shall entitle the *Vale of Neath* Railway Company during the Continuance thereof to the full and free Control, User, and Enjoyment of the demised Premises, subject to the Provisions of the Lease, and during the Continuance of the Lease, and subject to the Provisions thereof, all the Rights and Powers of the Trustees under the Act of 1857 to make Charges and levy Rates and Tolls, and all other the Powers, Rights, Privileges, and Indemnities, and all the Duties and Liabilities of the Trustees under the Act of 1857, so far as they affect or relate to or arise out of the User and Enjoyment of the same, and which but for the Existence of the Lease might be exercised or enjoyed by and be obligatory on the Trustees, and their Officers, Agents, and Servants, shall apply to and may be exercised, enforced, and enjoyed by and be obligatory on the *Vale of Neath* Railway Company, and their Directors, Officers, Agents, and Servants, in like Manner, and to the like Extent, and subject to the like Restrictions and Regulations, as if the

Effect of Lease.

[Local.]

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Name

The Swansea Harbour Act, 1862.

Name of the *Vale of Neath* Railway Company instead of the Name of the Trustees had been inserted in the Act of 1857.

Conditions
of Lease.

13. No Lease under this Act between the Trustees and the *Vale of Neath* Railway Company shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Parties thereto are from Time to Time respectively authorized and entitled to demand or take from any Person, but all other Persons shall, notwithstanding any such Lease, be entitled to the User and Benefit of the Railway to which the Lease relates, on the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as if such Lease were not entered into.

Approval of
Lease by
Share-
holders.

14. No Lease, except in pursuance of the Articles of Agreement set forth in the Schedule to this Act annexed, shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders of the *Vale of Neath* Railway Company present, personally or by Proxy, at an Extraordinary General Meeting of the *Vale of Neath* Railway Company specially convened for the Purpose.

Notice of
Meeting
for such
Approval.

15. Such Meeting shall be called by Advertisement inserted once in each of Two successive Weeks in a daily Morning Newspaper published in *London*, and in some Newspaper of the County of *Glamorgan*, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by Circular addressed to every Shareholder entitled to vote at Meetings of the *Vale of Neath* Railway Company, to be served in manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notice required to be served by the Company on their Shareholders.

Evidence of
Consent to
Leases.

16. The Seal of the *Vale of Neath* Railway Company affixed to such Lease, or to the Counterpart thereof, shall, as between the Trustees and the *Vale of Neath* Railway Company, be conclusive, and as between the Trustees and the *Vale of Neath* Railway Company, or either of those Bodies, and any other Person or Corporation, be *prima facie* Evidence that the required Sanction of the Shareholders of the *Vale of Neath* Railway Company has been duly given.

Provision
for Narrow
Gauge on
Swansea
Harbour
Railway.

17. It shall be lawful for the Trustees and their Lessees to lay down and for ever thereafter to maintain, or to permit to be laid down and for ever thereafter maintained, upon all or any Part of the *Swansea Harbour* Railway, and the Works and Conveniences connected therewith, an additional Rail or additional Rails and other necessary and fitting Works and

The Swansea Harbour Act, 1862.

and Conveniences, so as to provide for the Passage on and over the same Railway and Premises of Engines and Carriages constructed for the Narrow Gauge.

18. If any Lease of the *Swansea* Harbour Railway shall be granted by the Trustees to the *Vale of Neath* Railway Company under the Provisions of this Act, or if the Terms and Conditions of any such Lease shall have been agreed on between the Trustees and the *Vale of Neath* Railway Company, and that Company shall in virtue thereof be in possession of the *Swansea* Harbour Railway, the *South Wales* Railway Company may, during the Continuance of such Lease or Agreement and Possession respectively, pass over and use with their Engines and Waggon or Trucks, and for the Purposes of conveying all Goods, Minerals, and other Things to and from the Docks and Works of the Trustees, all or any Part of the Main Line of the *Swansea* Harbour Railway, and the Works and Conveniences of that Main Line, paying to the Lessees by way of Toll for the Passage over and User of the same for all Goods, Minerals, and other Things so conveyed thereon One Penny a Ton, and so in proportion for less than a Ton, but a Fraction of a Quarter of a Ton being reckoned a Quarter of a Ton; but the Toll shall not be payable in respect of Waggon or Trucks employed in conveying any such Goods, Minerals, or other Things to or from *Swansea* Harbour, or which are going thither or returning thence for the Purpose of or after such Employment.

Power for
South Wales
Railway
Company to
use *Swansea*
Harbour
Railway.

19. The *South Wales* Railway Company in passing over and using the Main Line of the *Swansea* Harbour Railway, and the Works and Conveniences of that Main Line, shall at all Times observe the Byelaws and such reasonable Rules and Regulations as shall from Time to Time be in force and applicable in that Behalf.

South Wales
Railway
Company to
observe Bye-
laws of, &c.

20. And whereas it is expedient to provide due Accommodation for the shipping and unshipping of Goods, Minerals, and other Things passing to or from the *South Wales* Railway over the *Swansea* Harbour Railway from or to the South Dock of the Trustees, and to prevent any Obstruction to the same in consequence of the Authority by this Act granted for leasing Wharves situate on that Dock to the *Vale of Neath* Railway Company: Therefore it shall be lawful for the *South Wales* Railway Company, at any Time within Twelve Months after the passing of this Act, to require the Trustees to grant to them a Lease for any Number of Years of so much of the Wharf on the Northern Side of the South Dock as is not situate within One thousand and fifty-six Feet of the Western End of that Dock; and the Lease to the *South Wales* Railway Company may and shall be granted by the Trustees, and taken by the *South Wales* Railway Company, on such Terms and Conditions in

Power to
South Wales
Railway
Company to
require a
Lease of a
certain Por-
tion of the
Wharf on the
Northern
Side of the
South Dock.

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in all respects as the Trustees and the *South Wales* Railway Company agree upon.

Expenses of
Act.

21. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act and incidental thereto shall be paid and discharged, and all Monies advanced by any Person for such Purpose shall be repaid, out of the Funds of the Trustees.

*The Swansea Harbour Act, 1862.*SCHEDULE.

ARTICLES OF AGREEMENT made the 4th Day of June A.D. 1862 between the Swansea Harbour Trustees (herein-after called "the Trustees") of the one Part, and the Vale of Neath Railway Company (herein-after called "the Company") of the other Part.

Whereas the Plan No. 1 hereto annexed shows the Railway of the Trustees (herein-after called the Harbour Railway) from its Commencement, by a Junction with the South Wales Railway, to its Termination at the South Dock of the Trustees, and the Works thereof.

And whereas the Plan No. 2 hereunto annexed shows the North Dock of the Trustees and Parts of the Harbour Railway.

And whereas the Plan No. 3 hereunto annexed shows Part of the South Dock of the Trustees, and of the Northern Wharf thereof, and Parts of the Harbour Railway, and the Sidings there connected with the Harbour Railway, and Three Coal Drops, Nos. 2, 3, and 4, respectively erected by the Trustees on that Wharf, and the intended Site of Three Coal Drops, Nos. 1, 5, and 6, now in course of Erection by the Company on that Wharf.

And whereas a Bill has been introduced into and is now pending in Parliament, intituled "A Bill to enable the Swansea Harbour Trustees to raise a further Sum of Money, and to authorize a Lease or Leases of the Swansea Harbour Railway and certain Wharves in Swansea Harbour to the Vale of Neath Railway Company, and to authorize the laying down of additional Rails for the Narrow Gauge on that Railway."

And whereas the Trustees and the Company have determined to enter into and execute these Presents by way of Agreement as herein-after appearing.

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

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

First, the Harbour Railway, with the double Line of Rails thereon, and the Works and Conveniences thereof, and which are shown on the Plan No. 1 hereunto annexed.

Secondly, the Tolls, Fares, Rates, Charges, and other Payments receivable for the User and in respect of the Harbour Railway and the Works thereof.

Thirdly, the Powers and Discretions of the Trustees with respect to the fixing, varying, demanding, collecting, recovering, and receiving of those Tolls, Fares, Rates, Charges, and other Payments.

Fourthly, the Wharf on the Western Side of the North Dock of the Trustees, and which is coloured Green on the Plan No. 2 hereunto annexed.

[*Local.*]

27 C

Fifthly,

The Swansea Harbour Act, 1862.

Fifthly, the Wharf 1,056 Feet in Length from East to West on the Northern Side of the South Dock of the Trustees, and which is coloured Pink on the Plan No. 3 hereunto annexed.

Sixthly, the Embankment or embanked Land situate between that Wharf and the Harbour Railway, and which is coloured Blue on the Plan No. 3 hereto annexed.

Seventhly, the Three Coal Drops now erected on that Wharf, and the Machinery thereof, and the Viaducts connected therewith, and the Sidings, Turntables, retaining Wall, and other Works and Conveniences (if any) of the Trustees on that Wharf and that Embankment respectively, and connected with those Drops, and which respectively are shown or are intended to be shown on the Plan No. 3 hereunto annexed.

Eighthly, all such Powers and Discretions of the Trustees as are requisite for enabling the Company to make and maintain the Works and Things to be executed and done by them on the Lands of the Trustees as herein-after provided for.

Article 2. Provided that the Company shall have, hold, and be entitled to the User of the Premises fifthly, sixthly, and seventhly described in Article 1, only for the Purpose of shipping and loading from and of unshipping and unloading to and upon the high Level of the Harbour Railway their Coal, Goods, and other Things, save only so far as it shall from Time to Time be requisite that they should use the low or ordinary Quay Level of the Wharf and embanked Land fifthly and sixthly described in that Article 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, or in exercise of some of the Powers and Rights in these Articles mentioned and intended to be granted to the Company.

Article 3. The Term of the Lease shall be 1,000 Years from the 1st Day of July 1862 inclusive.

Article 4. The yearly Rent reserved by the Lease shall be the aggregate of the following Sums, but subject to be increased as herein-after expressed; (that is to say,)

First, 2,745*l.* a Year in respect of the Harbour Railway and the Wharf fourthly described in Article 1.

Secondly, 1,400*l.* a Year, being a Sum at the Rate of 1½*d.* a Ton for 224,000 Tons of Coal, Goods, or Things whatsoever, in respect of the Wharf, and Three Coal Drops fifthly and sixthly described in Article 1.

Article 5. In respect of the 1,400*l.* a Year to be paid as secondly provided in Article 4, the Company shall be at liberty, at the Wharf fifthly described in Article 1, to ship and load into Vessels in the Dock, and to unship and unload from Vessels in the Dock, whatever Quantities of Coal, Goods, or Things they think fit, not exceeding in any One Year 224,000 Tons.

Article 6. If and whenever in any Year the Quantity of Coal, Goods, or Things so shipped or loaded and so unshipped or unloaded at that Wharf by the Company exceeds 224,000 Tons, then instead of the 1,400*l.* for that Year the Sum to be paid for that Year, as secondly expressed in Article 4, shall be as follows; (that is to say,)

Firstly. If the total Quantity does not exceed 275,000 Tons, then a Sum equal to 1½*d.* a Ton on the total Quantity.

Secondly.

The Swansea Harbour Act, 1862.

Secondly. If the total Quantity exceeds 275,000 Tons, then a Sum equal to 1½d. a Ton on 275,000 Tons, and 1d. a Ton on the Quantity in excess of 275,000 Tons.

The yearly Rent shall fall due quarterly, on the 31st Day of March, the 30th Day of June, the 30th Day of September, and the 31st Day of December, in every Year, and the First quarterly Payment shall fall due on the 30th Day of September 1862, and every Quarterly Payment shall be made within Two Calendar Months after the respective quarterly Day upon which it shall fall due, and every quarterly Payment in respect of the yearly Sum of 2,745. shall be the Sum of 686l. 5s., and every quarterly Payment in respect of the Residue of the yearly Rent shall be in respect of the Quantity of Coal, Goods, or Things shipped or unshipped during the Three Calendar Months ending with the respective Quarter Days on which the respective quarterly Payments shall fall due, and every Payment of Rent shall be made without any Deduction or Abatement on any Account whatsoever. Article 7.

The Trustees will provide the hydraulic Engine, Machinery, Pipes, and Apparatus requisite for furnishing to the Company hydraulic Power for shipping and loading into Vessels in the Dock Coal and Coke at the Coal Drops, not exceeding Six, on the Wharf fifthly described in Article 1, and will at all reasonable Times, when so required by the Company, provide and furnish proper and sufficient hydraulic Power for the shipping at those Six Coal Drops respectively of such Quantities of Coal and Coke as the Company think fit. Article 8.

The Company, after giving to the Trustees at least Three Calendar Months Notice in Writing, may discontinue the hydraulic Power at the Shipping Places numbered respectively 1 and 5 and 6 on the Plan No. 3 hereunto annexed, and in such event the Company shall be allowed ½d. per Ton on all Coal shipped without the Aid of such hydraulic Power. Article 9.

The Trustees will maintain and keep in good Repair and working Order the hydraulic Engine, Machinery, Pipes, and other Apparatus from Time to Time provided by the Trustees in accordance with Article 8 up to the Points marked respectively A A A A A A on the Plan No. 3 hereunto annexed. Article 10.

The Company will maintain and keep in good Repair and working Order the hydraulic Machinery, Pipes, and other Apparatus from Time to Time provided by the Trustees in accordance with Article 8 beyond the Points marked respectively A A A A A A on the Plan No. 3 hereunto annexed. Article 11.

If and whenever by reason of any Accident or other Cause the hydraulic Machinery, Pipes, and Apparatus from Time to Time provided by the Trustees in accordance with Article 8 or provided by the Company at the Drops, numbered 1 and 5 and 6 respectively on the said Plan No. 3, shall need any Repair, the Trustees in accordance with Article 10, or, as the Case may be, the Company in accordance with Article 11, will immediately duly make the requisite Repairs thereof. Article 12.

If and whenever by reason of any Default in the Performance by the Trustees of Articles 10 and 12 or either of them, or, as the Case shall be, in the Performance by the Company of Articles 11 and 12, or either of them, there shall be any Detention of any Vessel or of any Railway Plant, and any Claim or Demand in respect of the Detention shall be made, the Trustees and the Company respectively shall not be liable to the other in respect of any such Claim or Demand by reason of any such Default. Article 13.

There

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- Article 14. There shall be reserved by the Lease Power for the Trustees from Time to Time, if and when they think fit, to make and maintain Connexions between the Harbour Railway and any Sidings, Viaducts, and other Works which they may from Time to Time construct for the Purposes of effecting and maintaining Means of Communication between any Part or Parts of the Harbour Railway and any Part or Parts of Swansea Harbour, and of carrying on the Traffic and Business of their Docks and Works in connexion with the Harbour Railway, as they think fit; provided that all such Connexions shall be subject to the Approval and executed to the reasonable Satisfaction of the Company's Engineer, and in case of any Difference thereon between him and the Trustees the same shall be decided by an impartial and competent Civil Engineer, to be on the Application of both or either of the Parties nominated by the Board of Trade.
- Article 15. The Company will before the 1st of September 1862, at the Points numbered respectively 1 and 5 and 6 on the Plan No. 3 hereunto annexed, erect Three proper and sufficient Coal Drops and proper and sufficient Machinery and Viaducts connecting the same with the Harbour Railway there, and, if they think fit, may remove One Portion of the now existing combined Coal Drop numbered 3 on that Plan, and re-erect the same as a distinct Coal Drop at the Point numbered 1 on that Plan.
- Article 16. The Company shall be at liberty, if and when they think fit, to take and use for their Purposes or for the Purposes of the Swansea and Neath Railway Company such of the Arches under the Harbour Railway as the Company may reasonably require for those Purposes, but the Company shall not, without in every Case the previous Consent of the Trustees in Writing under their Common Seal, sublet any of the Arches so taken, and the Trustees, their Tenants or Assigns, shall have the Occupation and User of all of the Arches not so taken and used by the Company, or for the Purposes of the Swansea and Neath Railway.
- Article 17. The Company shall be at liberty from Time to Time to alter the Size of any of the Arches under the Harbour Railway, or the Size or Position of any of the Piers supporting it, if and when they find it necessary so to do for the Maintenance or Repair of the Harbour Railway or the Works connected therewith, and also (if and when they think fit) to alter the Mode of Construction of the Railway, and to lay down narrow Gauge Rails in addition to the broad Gauge Rails thereon, and to execute and do such other Works and Things on and in connexion with the Harbour Railway, and in such Manner, as their Engineer shall think fit, and for those Purposes, and also for the Purpose of examining, altering, maintaining, and repairing the Harbour Railway and the Arches thereunder and the Works connected therewith, they shall at all Times have Rights by and for their Officers, Servants, and Workmen, Horses, Carriages, Tools, and Materials respectively, of Entry on and Way over the Lands of the Trustees and Lands adjoining or near thereto so far as the Trustees can grant the same.
- Article 18. The Company shall be at liberty from Time to Time to make and maintain, under the Superintendence and to the reasonable Satisfaction of the Engineer of the Trustees, over and across the Wharf coloured Pink, and the Embankment coloured Blue, on the Plan No. 3 hereunto annexed, all such Viaducts and other Means of Communication, Works, and Conveniences between the Harbour Railway and the South Dock there as the Company shall find necessary

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sary for the Shipment or loading from and for the Unshipment and unloading to and on the high Level of Coal, Goods, or Things, and for that Purpose, and also for the Purpose of examining, maintaining, and repairing those Works and Conveniences when made, and the Works and Conveniences seventhly described in Article 1, and the other Works, Machinery, and Conveniences of the Company there, from Time to Time when requisite by and for their Officers, Servants, and Workmen, Horses, Carriages, Tools, and Materials respectively, to enter and be upon and make all needful Use of the Wharf and Lands of the Trustees there.

The Company shall be at liberty from Time to Time to alter or remove any of the Coal Drops, Machinery, Works, and Conveniences connected therewith demised by or from Time to Time comprised in the Lease, but, except with the previous Consent of the Trustees in Writing under their Common Seal, or, failing their Consent, with the Approval of the Board of Trade, and on such Terms and Conditions as the said Board may think fit, shall not alter any such Coal Drops or Machinery so as to render the same inapplicable for the shipping or unshipping of Coal, or remove the same without immediately substituting for the same other Works and Conveniences adapted for the like Purposes. Article 19.

Subject to the Provisions of Articles 8 and 10, and 11 and 12, and 15 respectively, the Company will at all Times during the Continuance of the Lease maintain the Harbour Railway, Wharfs, Coal Drops, Machinery, Works, Conveniences, and Premises, to be in accordance with this Agreement demised by and from Time to Time comprised in the Lease, in good Repair, working Order, and Condition, and proper and fit for the safe and convenient User thereof. Article 20.

The several Works and Things to be executed and done by the Company in accordance with Articles 11 and 12, and 15 and 17, and 19 and 20 respectively, shall be executed and done by them to the reasonable Satisfaction of the Trustees, or, in case of Difference, to the Satisfaction of an impartial and competent Engineer, to be appointed, on the Application of both or either of the Parties, by the Board of Trade. Article 21.

The Lease shall contain all such Provisions as shall be proper and sufficient for giving Effect to this Agreement, and all other Provisions usually contained in like Leases, and consistent with the Terms and Conditions of this Agreement, and the Draft thereof shall be settled by Counsel, to be agreed on between the respective Chairman of the Trustees and of the Company, or, in default of their Agreement, to be, on their or either of their Application, named by One of Her Majesty's Justices of the Court of Common Pleas. Article 22.

Until the Lease be granted the Terms and Conditions of the Lease, as provided for by this Agreement, shall be performed and observed as a temporary Arrangement between the Trustees and the Company. Article 23.

The Company shall grant to the Trustees for a nominal Consideration the Right of carrying the Harbour Railway, by means of the now existing Viaduct shown on the Plan No. 1 hereunto annexed, over the Land there of the Company, and in order thereto the Right of maintaining that Viaduct there, and also the Right of making and maintaining the proposed Diversion of the Oystermouth Tramroad as shown on that Plan, and in order thereto a proper and sufficient Wayleave over the Land there of the Company. Article 24.

If the pending Bill to contain adequate Powers and Provisions for giving Effect to this Agreement be not obtained in the present Session, the Trustees and the Company shall at their joint Expense in the following Session, or so

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soon after as they may in accordance with the Orders of Parliament be in a Position to do so, apply to Parliament for the necessary Powers, and if they do not succeed in obtaining such Powers, the Trustees and the Company shall at their joint Expense, so soon as they shall be in a Position to do so, make a further Application to Parliament for such Powers, and if such Second Application shall fail, then this Agreement shall be deemed to be terminated.

Article 26. The Company will, on or before the 31st Day of August 1862, pay to the Trustees for the User by the Company of the Harbour Railway and Coal Drops of the Trustees from the 8th of September 1861 to the 30th of June 1862, both inclusive, at the Rate agreed on between the Trustees and the South Wales Railway Company, dated the 3rd Day of June 1861.

Article 27. All Differences which shall arise between the Trustees on the one hand and the Company on the other hand with respect to this Agreement, or the Lease, or any of the Subject Matters thereof respectively, or otherwise relating thereto, shall be referred to Arbitration, and Provision for the Purpose shall be made by the Lease, and the Arbitration shall be in accordance with "The Railway Companies Arbitration Act, 1859." In witness whereof the Trustees and the Company have respectively hereunto caused their Common Seals to be affixed the Day and Year first above written.



Common
Seal of the
Swansea Harbour
Trustees.



Common
Seal of the
Vale of Neath
Railway
Company.

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