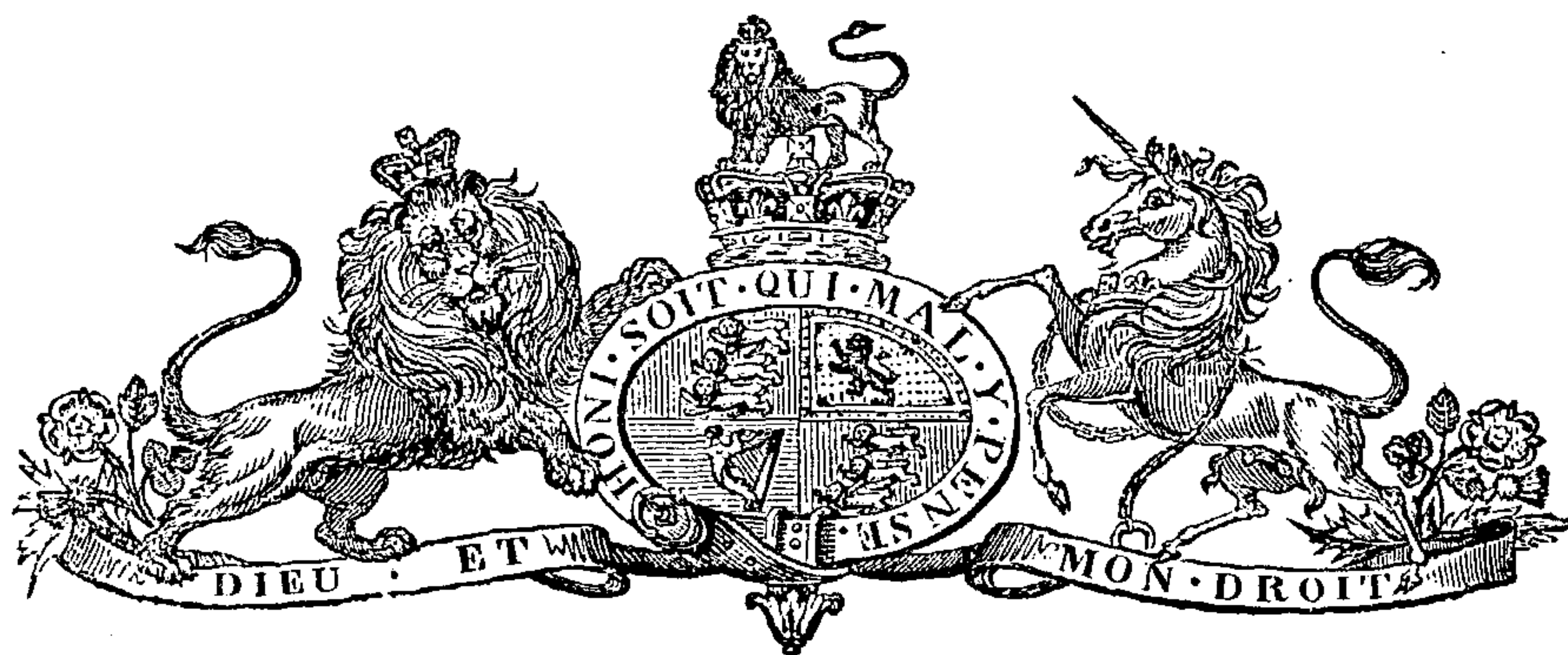




ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

Cap. cclviii.

An Act to enable the *Swansea* Harbour Trustees to complete and maintain additional Works, and to raise a further Sum of Money for the Purposes of their Undertaking; and for other Purposes. [23d July 1866.]

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 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

[*Local.*] 41 B was

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20 & 21 Vict.
c. cxlii.

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, herein-after 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 empowered to make and maintain the Railway thereby authorized, and for the Purpose of enabling the Trustees to make that Railway 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 Sum not exceeding Seventy-five thousand Pounds: And whereas

24 & 25 Vict.
c. ccxxii.

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 by "The Swansea Harbour Act, 1862," (in this Act called the Act of 1862,) 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 Twenty-five thousand Pounds: And whereas by "The Swansea Harbour Act, 1864," (in this Act called "the Act of 1864,") 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 Thirty thousand Pounds: And whereas it is expedient that the Trustees be authorized to make, complete, and maintain the Railway, Road, and other Works by this Act authorized: And whereas under the Provisions of the Act of 1857 the Trustees issued to or in favour of the Dock Company certain Bonds (in this Act called "the Dock Purchase Bonds") secured

25 & 26 Vict.
c. clxvii.

27 & 28 Vict.
c. xli.

upon

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upon the Dock Rates by that Act authorized for the nominal Amount of Sixty-seven thousand Pounds, bearing Interest at the Rate of Five Pounds *per Centum per Annum* from the First Day of *January* One thousand eight hundred and fifty-nine: And whereas there is now a large Arrear of Interest due on the Dock Purchase Bonds, but the Trustees have no Funds applicable for the Payment of such Interest, and it is expedient that the Trustees should be authorized to purchase or redeem the said Bonds: And whereas it is expedient that the Trustees should be empowered to raise the further Sum of Forty thousand Pounds to be applied to the Railway, Works, and Purposes by this Act authorized: And whereas Plans and Sections of the Railway and Works by this Act authorized showing the Lines and Levels thereof, and the Plans showing also the Lands required for the Purposes of this Act, 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*, which Plans, Sections, and Book of Reference are in this Act called "the deposited Plans, Sections, and Book of Reference:" 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:

1. This Act may be cited for all Purposes as "The *Swansea* Short Title. Harbour Act, 1866."

2. The following Provisions of "The Commissioners Clauses Act, 1847," that is to say,

- With respect to the Contracts to be entered into and the Deeds to be executed by the Commissioners;
- With respect to the Liabilities of the Commissioners, and to legal Proceedings by or against the Commissioners;
- With respect to the Appointment and Accountability of the Officers of the Commissioners;
- With respect to the Mortgages to be executed by the Commissioners;
- With respect to the Accounts to be kept by the Commissioners;
- With respect to the making of Byelaws;
- With respect to the giving Notices and Orders;
- With respect to the Recovery of Damages not specially provided for, and Penalties, and the Determination of any other Matter referred to Justices or to the Sheriff; and
- With respect to Access to the Special Act;

8 & 9 Vict.
cc. 18. & 20.,
10 & 11 Vict.
cc. 16. & 27.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 92. incor-
porated.

"The

The Swansea Harbour Act, 1866.

"The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Harbours, Docks, and Piers Clauses Act, 1847," "The Railways Clauses Consolidation Act, 1845," except Section 47, and Part I., relating to Construction of a Railway, of "The Railways Clauses Act, 1863," except Sections 5, 6, and 7, are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpreta-
tion of
Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Trustees" shall mean the *Swansea Harbour Trustees* incorporated by the Act of 1854; the Expression "*Swansea Harbour*" shall mean the Harbour of *Swansea* as defined by the Act of 1854; the Expression "the Railway" or "the Undertaking" shall mean the Railway or Undertaking by this Act authorized, or any Part thereof; the Expression "the Board of Trade" shall mean the Lords of the Committee of Her Majesty's Privy Council appointed for Trade and Foreign Plantations; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Act to be
executed by
the Trustees.

4. This Act shall be carried into execution by the Trustees, and, subject to the Provisions of this Act, the Powers of the Trustees under the Act of 1854 shall be applicable for the Execution by them of this Act.

Declaration
may be made
by Trustee
at any
Meeting.

5. Notwithstanding anything in the 14th Section of "The Commissioners Clauses Act, 1847," the Declaration by that Act required to be made and subscribed by every Person elected or appointed a Trustee may be made and subscribed at any Meeting of the Trustees, or at a Meeting of any Committee appointed by the Trustees: Provided always, that nothing herein contained shall affect the Provisions of the 12th Section of the same Act.

Power
to make
Works
according to
deposited
Plans.

6. Subject to the Provisions in this Act and of the Acts wholly or partially incorporated herewith, the Trustees may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Railway, Road, and Works herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans, and described in the deposited

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deposited Book of Reference, as may be required for that Purpose. The Railway, Road, and Works herein-before referred to and authorized by this Act are :—

- (A.) A Railway already constructed or partly constructed by the Trustees, Three Furlongs Eight Chains and Fifty Links in Length, commencing in the Hamlet of *Saint Thomas* in the Parish of *Swansea* in the County of *Glamorgan* at the *New Cut* Ballast Wharf belonging to the Trustees, and terminating in the Town and Franchise of *Swansea* in the Parish of *Swansea* at the Northern Boundary of the *South Dock* Estate belonging to the Trustees, about Twenty Yards from the Retaining Wall of the Coal Drop No. 6 belonging to the Trustees, leased to the *Vale of Neath* Railway Company :
- (B.) A Carriage and Foot Road, One Furlong and Fifteen Links in Length, wholly in the Town and Franchise of *Swansea* in the Parish of *Swansea* in the County of *Glamorgan*, commencing by a Junction with *Victoria Road*, abutting towards the North-western Corner of the Grounds of the Royal Institution in the Town of *Swansea*, and terminating at the Northern Boundary of the *South Docks* Estate belonging to the Trustees, abutting towards the South-western Corner of the Grounds belonging to *Burrows Lodge* in the said Town of *Swansea* :
- (C.) The crossing, diverting, altering, or stopping up, whether temporarily or permanently, of all such Turnpike Roads, Parish Roads, Streets, and other Highways, Streams, Pipes, Sewers, Canals, Navigations, Rivers, Bridges, Railways, and Tram-roads in any of the Lands shown on the deposited Plans, and described in the deposited Book of Reference, as the Trustees find expedient for Purposes of this Act so to interfere with :

Provided always, that nothing in this Act contained shall authorize the permanent stopping up of any Part of the Roadway between *Quay Parade* in the said Town and Franchise of *Swansea* and *Thomas Street* in the said Hamlet of *Saint Thomas*, unless and until the Trustees shall have provided another equally convenient Road in lieu of the Road required to be permanently stopped up.

7. Provided always, that in constructing the Railway through the Lands in the Hamlet of *Saint Thomas* in the Parish of *Swansea*, numbered 12 on the deposited Plan, it shall not be lawful for the Trustees to take under the Powers of this Act, otherwise than by Agreement, any Interest of *John Dickson* in those Lands, except in so much of those Lands as are coloured Green upon a Copy of the

Limiting the taking of Lands leased to John Dickson.

The Swansea Harbour Act, 1866.

deposited Plan signed by *William Bell* on behalf of the said *John Dickson*, and by *Lewis Thomas* on behalf of the Trustees: Provided also, that the Trustees shall not under the Powers of this Act, otherwise than by Agreement, take or acquire the Fee of any Part of the said Lands vested in the Most Noble *Henry Charles FitzRoy* Duke of *Beaufort*, except the Portion thereof coloured Green upon the said Plan signed by the said *William Bell* and *Lewis Thomas*.

Confirming
Agreement
with John
Dickson.

8. The Agreement of the Eighteenth Day of *April* One thousand eight hundred and sixty-six between the said *John Dickson* of the one Part, and the Trustees of the other Part, set forth in the First Schedule to this Act, is hereby confirmed and made binding upon the said *John Dickson* and the Trustees and their respective Assigns, and the said *John Dickson* and the Trustees are hereby respectively authorized and empowered to carry the said Agreement into effect in accordance with the Terms and Intent thereof.

Confirming
Agreement
with Cor-
poration of
Swansea.

9. The Agreement of the Eighteenth Day of *April* One thousand eight hundred and sixty-six made between the Mayor, Aldermen, and Burgesses of the Borough of *Swansea* (herein-after called the Corporation) of the one Part, and the Trustees of the other Part, set forth in the Second Schedule to this Act, is hereby confirmed and made binding upon the Corporation and the Trustees and their respective Assigns, and the Corporation and the Trustees are hereby respectively authorized, required, and empowered to carry the said Agreement into effect in accordance with the Terms and Intent thereof.

Plans to be
deposited at
the Board of
Trade before
Commence-
ment of
Work.

10. Before the Trustees begin any Work under this Act under, over, or across any tidal or navigable Water they shall deposit at the Board of Trade Office Plans, Sections, and Working Drawings of the Work for the Approval of the Board of Trade, such Approval to be signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board of Trade, and every such Work shall be constructed only in accordance with such Approval.

Works below
High Water
not to be
executed
without
Consent
of Board
of Trade.

11. The Trustees shall not, in the Execution of any Work under this Act, make in, over, under, through, or across any tidal or navigable Water any Work by this Act authorized to be made or completed without the previous Consent of the Board of Trade signified in Writing under the Hand of a Secretary or Assistant Secretary of the Board of Trade, and then only according to such Plan and under such Restrictions and Regulations as the Board of Trade so approve; and where any such Work is made with such Approval, the Trustees shall not at any Time alter or extend the same without first obtaining the like Approval.

12. If

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12. If any such Work be completed or begun 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 Expense of the Trustees, and the Amount thereof shall be a Debt due from the Trustees to the Crown, and be recoverable accordingly, with Costs of Suit.

Abatement
of Works by
Board of
Trade.

13. The Trustees may from Time to Time (in addition to the Monies which they are authorized to borrow) borrow, upon Mortgage of the *Swansea* Harbour Fund provided by the Act of 1854, any Sum not exceeding in the whole Forty 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 Forty thousand Pounds shall be applied in the Execution of the Railway, Works, and Purposes by this Act authorized, and the Works incidental thereto respectively, 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.

14. All Mortgages granted by the Trustees 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 the Act of 1861, or under the Act of 1862, or under the Act of 1864, shall during the Continuance thereof have Priority over all Mortgages granted under this Act.

Mortgages
underrecited
Acts to have
Priority.

15. The Mortgagees under this Act may enforce Payment of Arrears of Interest due on their Mortgages by Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount of Interest owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than One thousand five hundred Pounds.

Arrears may
be enforced
by Appoint-
ment of a
Receiver.

16. 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.

Securing
Payment of
Interest on
Mortgages.

17. The

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Trustees not bound by Trust affecting Mortgages.

17. 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 stands 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.

Providing for Sinking Fund.

18. After the Principal Sums due and owing on the Credit of the Rates, Dues, and Tolls authorized by the Act of 1864 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 One thousand Pounds.

Power to purchase Lands.

19. In addition to any Lands which the Trustees may purchase and hold under the Provisions of the recited Acts and this Act, the Trustees may purchase by Agreement and hold any Quantity of Land situate in the Town and Franchise of *Swansea* in the Parish of *Swansea*, or in the Hamlet of *Saint Thomas*, not exceeding Five Acres.

Trustees to take Easement only in Lands belonging to Oystermouth Railway Company.

20. With respect to any Land belonging to the Company or Person to whom the *Oystermouth* Railway or Tramroad belongs which the Trustees are by this Act authorized to use, enter upon, or interfere with for the Purposes of the Railway, Road, and Works by this Act authorized, the Trustees shall not, except by Agreement, purchase and take the same, but the Trustees may purchase and take, and the Company or other Person to whom the *Oystermouth* Railway or Tramroad belongs may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes of this Act.

Power to Trustees to use Part of the Oystermouth Railway.

21. The Trustees may pass over and use, with their Engines, Horses, and Carriages, Waggons and Trucks, all or any Part of the *Oystermouth* Railway or Tramroad situate between the Point where the Low Level Railway of the Trustees crosses the said *Oystermouth* Railway or Tramroad near the Corporation Quay in the Town of *Swansea*, and the Point where the said Low Level Railway crosses the said *Oystermouth* Railway or Tramroad, near the Royal Institution in the

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the said Town, paying to the Company or Person owning or working the *Oystermouth* Railway or Tramroad, by way of Toll for the Passage over and User of such Portion of the same, One Eighth of a Penny *per* Ton in respect of all Ballast, Limestone, Sand, and any Kind of Manure, and Three Sixteenths of a Penny *per* Ton in respect of all other Goods, Minerals, and other Things, so conveyed thereon or carried across the said Railway or Tramroad over or by means of the Low Level Railway of the Trustees, 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 no Toll shall be payable to the Company or Person owning or working the said *Oystermouth* Railway or Tramroad in respect of empty Carriages, Waggons, or Trucks having been employed or about to be employed in conveying Goods, Minerals, or other Things to or from *Swansea* Harbour, or to or from any of the Wharves, Quays, Lands, and Premises belonging to the Trustees or under their Control, and which are going thither or returning thence for the Purpose of or after such Employment.

22. The Company or Person owning or working the *Oystermouth* Railway or Tramroad shall, for a nominal Consideration of Five Shillings, grant to the Trustees an Easement or Right of making and maintaining the Low Level Railway by this Act authorized over the Lands of the said *Oystermouth* Railway or Tramroad, but on the Level of the Rails of the said *Oystermouth* Railway or Tramroad.

Oystermouth Railway Company to grant Trustees Easement over their Lands.

23. The Powers of the Trustees for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years after the passing of this Act.

Powers for compulsory Purchases limited.

24. The Railway, Road, and Works authorized by this Act shall be completed within Three Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Trustees for executing the Railway, Road, and Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Period for Completion of Works.

25. In the Execution of the Railway, Road, and Works by this Act authorized the Trustees may deviate laterally from the Lines thereof shown on the deposited Plans within the Limits of Deviation shown thereon, and vertically from the Levels thereof shown on the deposited Sections to any Extent not exceeding Two Feet at any One Place.

Power to deviate.

26. It shall be lawful for the Trustees in the Construction of the Railway to carry the same with a single Line of Railway only whilst the Railway shall consist of a single Line, and afterwards with a

Level Crossings.

[*Local.*] 41 D double

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double Line of Railway only across and on the Level of the Roads next herein-after mentioned; (that is to say,) *which Amount*

No. on deposited Plans.	Parish.	Description of Road.
2	Hamlet of Saint Thomas	Road to New Cut Bridge.
9	Town and Franchise of Swansea.	Street.
10	Ditto	Street.
13	Ditto	Street.
14	Ditto	Street.

Provided always, that nothing in this Act contained shall empower or authorize any Carriage to be propelled by Steam or by Atmospheric Agency, or drawn by Ropes in connexion with a Stationary Steam Engine, upon the Portion of the Railway made across and upon the Level of the before-mentioned Roads: Provided also, that it shall not be lawful for the Trustees at any Time to allow any Train, Carriage, or Truck to stand across any of the before-mentioned Roads.

As to crossing Streets.

27. If any Person shall drive any Waggon upon the Railway across *Victoria Road, Mount Street*, or the Corporation Quay at a greater Speed than Four Miles an Hour, he shall for every such Offence be liable to a Penalty not exceeding Five Pounds.

Tolls on Railway.

28. The Trustees may demand and take for the Use of the Railway in respect of the Tonnage of Goods conveyed on the Railway such reasonable Tolls as they think fit.

Tolls to be carried to Credit of Swansea Harbour Trust.

29. All Tolls, Damages, Penalties, and other Sums of Money received by the Trustees under the Provisions of this Act shall be paid to the Credit of the *Swansea Harbour Fund*.

Mode of paying Tolls.

30. All Tolls and Charges from Time to Time payable to the Trustees under this Act shall be paid at an Office appointed by the Trustees for that Purpose.

Power to purchase the Dock Purchase Bonds.

31. Notwithstanding anything in the 117th Section of the Act of 1857 contained, the Trustees may from Time to Time purchase, redeem, or pay off the Dock Purchase Bonds upon such Terms and at such Price, not exceeding Twelve thousand Pounds for the whole of such Bonds, as shall be agreed upon between the Trustees and the Holders thereof.

Application of Penalties.

32. The Justice by whom any Penalty or Forfeiture is imposed under the Provisions of this Act, or of any Byelaw made in pursuance thereof,

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thereof, may award not more than One Half thereof to the Informer, and shall award the Remainder to the Trustees, to be paid and applied to the Credit of the *Swansea Harbour Fund*.

33. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Trustees to take, use, or in any Manner interfere with any Land or Hereditaments, or any Rights of whatsoever Description, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving
Rights of
the Crown.

34. Provided always, that, except as is by this Act expressly provided, this Act or anything therein contained shall not affect, prejudice, alter, diminish, abridge, or take away the Royalty, Right, or Property of the Duke of *Beaufort*, his Heirs, Successors, or Assigns, in and to the Water, Channel, and Soil of the River of *Swansea*, otherwise *Tawe*, and the Port and Harbour thereof, and the Fisheries therein, and the said River itself, or his or their Right, Power, or Authority to remove and prevent any present and future Weirs and Erections therein, and to stop and impede any present or any future Watercourses, Diversions, and perfect Use of the Streams thereof in anywise whatsoever, or in any Manner affect, prejudice, abridge, diminish, alter, or take away any Royalties, Rights, Properties, Duties, Tolls, Payments, Powers, Authorities, Jurisdictions, Privileges, Liberties, and Franchises whatsoever of or belonging to the Duke, his Heirs, Assigns, or Successors, in the Seigniories of *Gower* and *Kilvey*, as Lord or Lords thereof and otherwise, or of any future Lords or Ladies thereof, or as Admiral of the Seas, Bays, Havens, Creeks, Ports, and Rivers within, bordering on, and surrounding the same, or of his or their Officer or Officers in their respective Duties within the same, but the same respectively shall remain to him and them entire, wholly, and altogether as if this Act had not passed.

Saving
Rights of
Duke of
Beaufort.

35. Provided always, that this Act or anything herein contained shall not take away, lessen, alter, or prejudice any of the Rights, Powers, or Privileges of *Lewis Llewelyn Dillwyn* Esquire, M.P., his Executors, Administrators, or Assigns, under Two several Indentures of Assignment, dated respectively the Thirty-first Day of *July* One thousand eight hundred and sixty-two, and severally made between the

Saving
Rights of
L. L. Dill-
wyn, Esq.
under
certain
Indenture.

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the said *Lewis Llewelyn Dillwyn* of the one Part, and the Trustees of the other Part.

Not exempt
from General
Acts relating
to Harbour,
Pilotage, &c.

36. Nothing herein contained shall be deemed or construed to exempt the Trustees, or the Works by this Act authorized, or the Harbour of *Swansea*, from the Provisions of any present or future General Act relating to Harbours, Docks, or Piers, or to Pilotage, or to Lights, Buoys, and Beacons, or to the Powers and Privileges of the General Lighthouse Authorities.

Expenses of
Act.

37. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Trustees.

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SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

AN AGREEMENT made the Eighteenth Day of April One thousand eight hundred and sixty-six between John Dickson, of Cadoxton Lodge in the County of Glamorgan, Contractor for Public Works, of the one Part, and the Swansea Harbour Trustees (herein-after called "the Trustees") of the other Part.

WHEREAS the Trustees are the Promoters of a Bill now pending in the House of Lords, intituled "An Act to enable the Swansea Harbour Trustees to complete and maintain additional Works, and to raise a further Sum of Money for the Purposes of their Undertaking, and to confer Pilotage Powers on the Trustees; and for other Purposes:" And whereas the said John Dickson has petitioned the House of Lords against the said Bill: And whereas, in order to the Withdrawal of the Opposition by the said John Dickson to the said Bill, the said John Dickson and the Trustees have determined to enter into and execute these Presents by way of Agreement as herein-after appearing: Now these Presents witness, for the Consideration herein appearing, it is hereby mutually agreed by and between the said John Dickson, for himself and his Heirs, Executors, Administrators, and Assigns, and the Trustees for themselves and their Assigns; (that is to say,)

1. The Four Manuscript proposed Clauses marked A, B, C, D, signed by William Bell and Lewis Thomas, shall be forthwith inserted in the said Bill, and the said Parties hereto shall use their best respective Endeavours to get the said Manuscript Clauses passed into a Law as Part of the said Bill.

2. If the Sanction of Parliament shall be obtained in the present Session of Parliament, or a Clause inserted in the said Bill now pending in Parliament ratifying and confirming this Agreement, the said John Dickson will grant unto the Trustees and their Assigns, and the Trustees will accept, an Underlease of all that Piece or Parcel of Land situate at Swansea aforesaid containing Two hundred and eighty-three Square Yards, more or less, delineated on the Plan drawn in the Margin hereof, and therein coloured Green, which Piece or Parcel of Land is Part of certain Premises held by the said John Dickson for the Residue of a Term of Nine hundred and ninety-nine Years from the Twenty-ninth Day of September One thousand eight hundred and sixty-four, granted by an Indenture of Lease dated the Eleventh Day of November One thousand eight hundred and sixty-five, and made between the Most Noble Henry Charles FitzRoy,

[*Local.*]

41 *E*

Duke

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Duke of Beaufort, of the First Part, Peter Richard Hoare and Henry Hoare of the Second Part, and John Shaw of the Third Part, the Honourable James Bosville Macdonald and William Henry Greville of the Fourth Part, the Most Noble Emily Frances Culling, Duchess Dowager of Beaufort, of the Fifth Part, Evan Savage Bailey of the Sixth Part, and the said John Dickson of the Seventh Part.

3. The Term of the said Underlease shall be Nine hundred and ninety-seven Years from the Twenty-fifth Day of March One thousand eight hundred and sixty-six, and the yearly Rent to be reserved in and by such Underlease shall be One Peppercorn.

4. The said Underlease shall contain all necessary and proper Clauses and Provisions, including a Covenant by the said John Dickson to duly pay the yearly Rent reserved by the said Indenture of the Eleventh Day of November One thousand eight hundred and sixty-five, and to observe and perform the Covenants, Conditions, and Agreements therein contained on the Lessees Part, and to keep the Trustees and the Premises to be comprised in the said Underlease indemnified against the Payment of the same Rent, and the Performance of the same Covenants, Conditions, and Agreements; and a Covenant by the said John Dickson that it shall be lawful for the Trustees from Time to Time to make, place, maintain, use, and remove Rails, Turntables, and any other Conveniences in, under, and upon the Premises to be comprised in the said Underlease, and, so far as may be necessary for that Purpose, from Time to Time to take down and remove all Fences and Boundaries between the Land to be comprised in the said Underlease and the Lands of the Trustees, proper and sufficient Boundary Stones or other Marks being fixed, and during the Continuance of the said Term maintained, by the Trustees for the Purpose of identifying the Boundary between the Premises to be comprised in the said Underlease and the Lands belonging to the Trustees; and a Covenant, by the said John Dickson, at all Times during the Term to be thereby granted, to produce and supply Copies of the said Indenture of the Eleventh Day of November One thousand eight hundred and sixty-five, at the Cost of the Trustees, as and when required.

5. The Trustees will, upon the Execution and Completion of the said Underlease to them, grant, and the said John Dickson will accept, a Lease of all that Piece or Parcel of Land situate at Swansea aforesaid, containing One hundred and twenty-eight Square Yards, more or less, delineated on the said Plan, and therein coloured Brown, being Part of a Piece of Ground on the Western Side of the New Cut in Swansea Harbour, and formerly Part of the Tyrlander Estate.

6. The Term of the said Lease shall be Nine hundred and ninety-seven Years from the Twenty-fifth Day of March One thousand eight hundred and sixty-six, and the yearly Rent to be reserved in and by such Lease shall be One Peppercorn.

7. The

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7. The Lease shall contain all necessary and proper Clauses and Provisions, including a proper Provision for Re-entry in case the said John Dickson shall fail or omit to duly pay the Rent reserved by and observe and perform the Covenants, Conditions, and Agreements on the Lessees Part contained in the said Indenture of the Eleventh Day of November One thousand eight hundred and sixty-five.

8. During the Continuance of the said Lease the said John Dickson shall be entitled to erect Buildings, and to lay, place, and maintain Rails, Turntables, and other Conveniences, upon and across the said Piece of Land coloured Brown, and also to lay Rails and Crossings upon and over the Lines of Railway of the Trustees adjoining the said Piece of Land coloured Brown, but on a Level therewith, and also upon, across, and over the Road belonging to the Trustees leading from the Lock Bridge to the New Cut Bridge, and to form a Junction between such Rails and the Low Level Railway of the Trustees: Provided always, that such Junction and all such Rails and Crossings shall be laid, made, and maintained by the said John Dickson under and subject to the Control and Regulation of the Harbour-master of Swansea Harbour.

9. There shall be no Investigation of the Title of the Trustees to the Land hereby agreed to be demised, and the Title of the said John Dickson to the Land hereby agreed to be underleased shall commence with the said Indenture of the Eleventh Day of November One thousand eight hundred and sixty-five.

10. All Differences, if any, which shall arise between the said John Dickson on the one hand, and the Trustees on the other hand, with respect to this Agreement, or any Matter relating thereto, shall be referred to Arbitration, and the Arbitration shall be as nearly as can be in accordance with "The Railway Companies Arbitration Act, 1859."

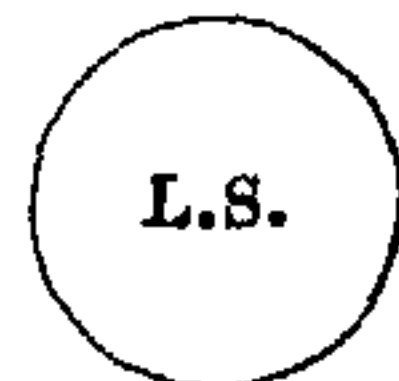
11. In consideration of the foregoing Articles the said John Dickson will not oppose the said Bill.

In witness whereof the said John Dickson has hereunto set his Hand and Seal, and the Trustees have hereunto caused their Common Seal to be affixed, the Day and Year first above written.

LEWIS THOMAS, Clerk.



JOHN DICKSON.



Signed, sealed, and delivered by the above-named John Dickson in the Presence of

WILL. BELL,

Duke Street, Westminster.

SECOND

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SECOND SCHEDULE.

AN AGREEMENT made the Eighteenth Day of April One thousand eight hundred and sixty-six between the Mayor, Aldermen, and Burgesses of the Borough of Swansea, as a Municipal Corporation and as the Local Board of Health for the District of Swansea, (herein-after called "the Corporation,") of the one Part, and the Swansea Harbour Trustees (herein-after called "the Trustees") of the other Part.

WHEREAS the Trustees are the Promoters of a Bill now pending in the House of Lords, intituled "An Act to enable the Swansea Harbour Trustees to complete and maintain additional Works, and to raise a further Sum of Money for the Purposes of their Undertaking, and to confer Pilotage Powers on the Trustees, and for other Purposes," whereby the Trustees seek Powers authorizing them to make and maintain, amongst others, the following Works; (that is to say,)

(A.) A Railway commencing in the Hamlet of Saint Thomas in the Parish of Swansea in the County of Glamorgan at the New Cut Ballast Wharf belonging to the Trustees, and terminating in the Town and Franchise of Swansea at the Northern Boundary of the South Docks Estate belonging to the Trustees:

(B.) A Carriage and Foot Road commencing by a Junction with Victoria Road, abutting towards the North-western Corner of the Grounds of the Royal Institution in the Town of Swansea, and terminating at the Northern Boundary of the said South Docks Estate, abutting towards the South-western Corner of the Grounds belonging to Burrow's Lodge in the said Town of Swansea:

And whereas the said proposed Railway and Road will, if constructed, be made upon or over certain Lands belonging to the Corporation: And whereas the Corporation have petitioned the House of Lords against the said now pending Bill: And whereas, in order to the Withdrawal of the Opposition by the Corporation to the said now pending Bill, the Corporation and the Trustees 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-after appearing, it is hereby mutually agreed by and between the Corporation and the Trustees, for themselves and their respective Assigns, as follows; (that is to say,)

1. If the Sanction of Parliament shall be obtained for that Purpose, or a Clause inserted in the said Bill ratifying and confirming this Agreement, the Corporation will, for the Consideration herein-after appearing, grant and convey to the Trustees and their Assigns, free from

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from Incumbrances (except existing Leases), all that Piece or Parcel of Land situate at Swansea aforesaid bounded on the North by Victoria Road, on the South by the South Docks Estate belonging to the Trustees, on the East by the Grounds of the Royal Institution, and by a certain Messuage and Lands called and known as Burrow's Lodge, and on the West by certain Lands granted and conveyed by the Corporation to the Trustees for the Purposes of the Swansea Harbour Railway, and purchased by the Trustees under the Powers of "The Swansea Harbour Act, 1857," being 1 Furlong and 15 Links or thereabouts, in Length, and which is delineated and coloured Pink on a Plan signed by Richard Aubrey Essery on behalf of the Corporation, and by Lewis Thomas on behalf of the Trustees.

2. The Trustees will, upon the Execution of a proper Conveyance to them of the said Piece or Parcel of Land coloured Pink, and in consideration thereof, forthwith make and complete and thenceforth maintain the Road proposed to be authorized as aforesaid, extending from Victoria Road to the said South Docks Estate, of a Width of not less than Thirty Feet at any Point, except opposite Burrow's Lodge House where the Width of the said Road will be reduced by the Extent to which that House now extends into the said Road, such Road to be made upon the Eastern Side of the said Piece or Parcel of Land.

3. The said Road, for a Length of Five hundred Feet measured from Victoria Road towards the South Docks Estate, shall be maintained free from any Line of Rails laid longitudinally upon such Road, and the Trustees will pennant pitch the remaining Portion of the said Road between any Rails which they may place thereon.

4. The Corporation and their Tenants and Assigns of the Lands called and known as the "Royal Institution of South Wales," and "Burrow's Lodge," situate on the Eastern Side of the said Road, and coloured Green on the said Plan, shall have full Right, Power, and Authority of entering upon and using the said Road with Horses, Carts, and Carriages, and also to lay such Rails as they may reasonably require across and over such Road, but on a Level therewith, and to form Junctions with the Railway to be constructed by the Trustees adjoining the said Road, subject in all respects to the Control and Regulation of the Harbour-master of Swansea Harbour.

5. The Trustees shall be entitled to lay, place, and maintain not more than Two Lines of Railway, together with all necessary Turntables and other Conveniences upon and along the new Road extending from Victoria Road to Mount Street coloured Blue on the said Plan: Provided always, that those Lines of Railway, Turntables, and Conveniences shall be placed immediately adjoining the said Swansea Harbour Railway, and upon such Portion only of such new Road as is situate within Twenty Feet of the said Swansea Harbour Railway.

[*Local.*]

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6. The Trustees shall not interfere with the Pillars or Supports of the Vale of Neath Railway Station erected on the Portion of the said last-mentioned Road coloured Light Blue on the said Plan, and the Corporation shall be entitled to make any Erections over the Railway upon that Portion of the said Road, but in such Manner as shall not interfere with or prevent the Construction or proper working of the Railway, or with the Turntables and Conveniences connected therewith, and so as to leave a clear Headway over the Railway of not less than Fourteen Feet.

7. The Railway shall consist of a double Line of Railway upon and across Victoria Road, and a single Line of Railway only upon and across Mount Street, the Quay Parade, and the Corporation Quay, up to the Point where the Railway crosses the Oystermouth Railway or Tramroad upon or near the said Corporation Quay: And the Railway upon and across Mount Street and Quay Parade shall be made or maintained on the Site of the existing Low Level Railway of the Trustees, and the Trustees shall be entitled to an Easement or Right of making and maintaining the Railway upon, over, and across Victoria Road, Mount Street, the Quay Parade, and the Corporation Quay, but the Trustees shall not take the Fee in any Portion of those Streets or of the said Quay.

8. The Trustees will not place more than a single Line of Railway longitudinally upon any Part of the Road between Quay Parade and Thomas Street in the Hamlet of Saint Thomas; but nothing herein contained shall interfere with any existing Rights of the Trustees or other Persons of forming Junctions with the Railway upon, across, and over the said Road.

9. For the greater Convenience and Security of the Public it shall be lawful for but not incumbent upon the Corporation to employ any Person or Persons to watch and superintend any Crossings at the Points where the Railway shall cross any Streets; and such Person or Persons shall warn the Public of the Approach of any Horse, Train, or Waggon along the Railway, and the Expense incurred by the Corporation in the Employment of such Person or Persons, not exceeding Eighty Pounds per Annum, shall from Time to Time be repaid to the Corporation by the Trustees on Demand.

10. All Junctions with and Crossings upon the Railway upon and across any Roads or Streets shall be pennant pitched by the Trustees, and such Pennant Pitching shall be at all Times maintained by the Trustees.

11. The Trustees will not under the Powers of the proposed Act, otherwise than by Agreement, take or use any of the Lands belonging to the Corporation, except such as are necessary for the Construction or Maintenance of the Railway and Carriage Road to be authorized by the said proposed Act, and for certain Junctions already constructed by

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by the Trustees between the Low Level Railway of the Trustees and the Oystermouth Railway or Trainroad.

12. All Differences, if any, which shall arise between the Corporation on the one hand, and the Trustees on the other hand, with respect to this Agreement, or any Matter relating thereto, shall be referred to Arbitration, and the Arbitration shall be as nearly as can be in accordance with "The Railway Companies Arbitration Act, 1859."

13. In consideration of the foregoing Articles the Corporation will not oppose the said Bill.

In witness whereof the Corporation and the Trustees have hereunto respectively caused their Common Seal to be affixed the Day and Year first before written.



The
Seal of the
Corporation of
Swansea.



Common
Seal of the
Swansea Harbour
Trustees.

LONDON:

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