



CHAPTER cxli.

An Act to authorise the Swansea Harbour Trustees to make a new entrance to the half-tide Basin of the Town Float to construct a Lock to form a new entrance to the half-tide Basin of the South Dock a Railway and other Works to borrow further money and for other purposes. A.D. 1896.
[20th July 1896.]

WHEREAS it is expedient that the Swansea Harbour Trustees (in this Act called "the Trustees") should be empowered to construct the new entrance to the half-tide basin of the Town Float the lock to form a new entrance to the half-tide basin of the South Dock the railway and other works and exercise the powers in this Act mentioned :

And whereas it is expedient that the Trustees should be authorised to provide purchase hire use or let vessels for pilotage towage and other purposes :

And whereas it is expedient to empower the Trustees to issue and deliver to persons warehousing or depositing goods with them warrants for the delivery of such goods and to provide that such warrants shall be deemed to be documents of title to the goods specified therein and that such warrants shall be transferable by endorsement :

And whereas by the Swansea Harbour Act 1854 and subsequent Acts the Trustees have power to levy harbour rates but have no power to levy dock rates in respect of vessels entering the Town Float or half-tide basins thereof or in respect of goods shipped or unshipped received or delivered into or from vessels entering the said Town Float or half-tide basins And whereas it is expedient that the Trustees should have power to levy dock rates on vessels entering the said Town Float or half-tide basins and on goods shipped or unshipped received or delivered into or from vessels entering the said Town Float or half-tide basins :

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And whereas plans and sections of the works by this Act authorised 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 the lands required or which may be taken for the purposes or under the powers of this Act have been deposited with the clerk of the peace for the county of Glamorgan and are hereinafter respectively referred to as the deposited plans sections and book of reference :

And whereas the several 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 1896.

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 1857" shall mean the Swansea Harbour Act 1857 ;

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 "the Act of 1894" shall mean the Swansea Harbour Act 1894 ;

The expression "the Act of 1895" shall mean the Swansea Harbour Act 1895 ;

The expression "Town Float" shall mean the Town Float or North Dock and the basins thereof in Swansea Harbour ;

The expression "Swansea Harbour" shall mean the Harbour of Swansea as defined by the Act of 1854 the Act of 1864 the Act of 1874 the Act of 1894 and the Act of 1895 ;

The expression "Swansea Harbour Fund" shall mean the Swansea Harbour Fund as provided by the Act of 1854 ;

The expression "goods" shall mean and include goods wares and merchandise of every description ;

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.

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3. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 and 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 Commissioners Clauses Act 1847 with respect to the mortgages to be executed by the Commissioners except sections 82 84 and 85 are (except where expressly varied by this Act) incorporated with and form part of this Act And the expression "the railway" in the provisions of the Railways Clauses Consolidation Act 1845 with respect to the temporary occupation of lands near the railway during the construction thereof shall for the purposes of this Act mean and include 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.

Incorporation of Acts.

4. Subject to the provisions in this Act the Trustees may make construct and maintain in the line and according to the levels shown on the deposited plans and sections the new entrance lock and railway herein-after described together with all cuts locks basins graving docks entrances gates approaches quays piers jetties shipping places staiths stairs stages wharves wharf walls culverts embankments tramways railways sheds warehouses cranes drops dolphins machinery roads approaches and other buildings and conveniences connected with or necessary for the said works or any of them 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 works herein-before referred to and authorised by this Act are—

Power to make works.

(a.) A new entrance to the half-tide basin at the south-eastern end of the Town Float and on the northern side of the existing entrance to the said basin with all necessary gates jetties piers quays entrance channels works and conveniences connected therewith:

(b.) A lock to form a new entrance to the half-tide basin of the South Dock with all necessary gates jetties piers quays entrance channel works and conveniences connected therewith:

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(c) A railway 1 furlong 4·75 chains in length commencing at or near a point 12 chains or thereabouts measured in an easterly direction from the south-east corner of the Prince of Wales' Dock and terminating by a junction with the existing railway of the Trustees at or near a point 4 chains or thereabouts measured in an easterly direction from the centre of the Dan-y-graig Railway Bridge of the Trustees.

Trustees
may do cer-
tain things
and exercise
certain
powers.

5. Subject to the provisions of this Act the Trustees may do the following things and exercise the following powers:—

They may excavate and deepen the existing entrance to the half-tide basin of the Town Float and the bed of the said basin and the entrance channel leading thereto;

They may stop up and discontinue the new entrance to the half-tide basin of the Town Float when and so soon as the said deepening and excavation of the existing entrance to the said basin has been completed;

They may remove a portion of the existing pier between the New Cut and the said existing entrance to the said basin;

They may stop up and discontinue the existing entrance to the half-tide basin of the South Dock when and so soon as the said lock has been completed;

They may construct such piers jetties quays wharves and other works and such temporary staging coffer dams and works as may be necessary;

They may during the construction of the new entrance and lock by this Act authorised temporarily stop or divert the traffic passing along or into the Town Float or into the South Dock or the half-tide basin thereof as the case may be;

They may enter into agreements with owners of quays docks wharves and lands with reference to the construction of the intended new entrance lock and works in connexion therewith.

Power to
cross and
divert
sewers &c.

6. The Trustees may within the limits of deviation shown on the deposited plans divert alter stop up, remove or otherwise interfere with either temporarily or permanently any sewers drains gas and water mains and pipes telegraphic telephonic electric and other wires pipes and apparatus and other works so far as may be necessary or desirable for the purposes of the works by this Act authorised the Trustees providing or causing to be provided a proper substitute before interrupting the flow of gas water or sewage in any of the premises And in the exercise of any of such powers the Trustees shall do as little damage as may be and shall make full compensation to all parties entitled thereto for any damage by them sustained by reason of the exercise of such powers the amount thereof to be determined in the manner provided by the Lands Clauses Acts for

settling cases of disputed compensation Provided that the Trustees shall not remove alter or in any way interfere with any telegraphic apparatus belonging to or used by the Postmaster General except in accordance with and subject to the provisions of the Telegraph Act 1878 Provided also that the provisions of this section as regards the providing by the Trustees of substituted sewers in lieu of sewers diverted altered stopped up removed or otherwise interfered with shall not extend or apply to the outfall sewer of the corporation of Swansea opposite Somerset Place Provided also that nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Acts 1882 and 1888 to which the provisions of the former Act apply.

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7. 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 but so that no part of such works shall be constructed beyond those limits and may also deviate from the levels shown on the deposited sections to an extent not exceeding seven feet Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Power to deviate.

8. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Swansea (in this section called "the corporation") shall unless otherwise agreed between the corporation and the Trustees apply and have effect (that is to say):—

For the protection of the Swansea Corporation.

(1.) The railway shall be carried over Port Tennant Road by means of a bridge or viaduct in the line shown on the plan signed by Augustus Oswald Schenk the engineer of the Trustees and George Bell the engineer of the corporation or in such other line (within the limits of deviation) as may be agreed upon in writing by the said engineers:

(2.) The bridge carrying the railway over Port Tennant Road shall be of such span and dimensions as to leave thereunder a clear space of not less than the present width of that road and the footpath on the northern side thereof and a clear headway throughout of not less than fifteen feet from the surface of the road and such bridge shall be constructed and maintained so as to prevent the dripping of water on to the road or footpath.

9. The following provisions for the protection of the Rhondda and Swansea Bay Railway Company (in this section called "the Rhondda Company") shall unless otherwise agreed between the

For the protection of the Rhondda and Swansea

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Swansea Bay Railway
Company.

Trustees and the Rhondda Company have effect and be binding on the Trustees and the Rhondda Company respectively (that is to say) :—

(1.) When constructing the railway by this Act authorised the Trustees shall carry the same across the land coloured yellow and numbered 17 on the plan signed by Augustus Oswald Schenk the engineer of the Trustees and Sydney William Yockney the engineer of the Rhondda Company and hereinafter referred to as “the signed plan” and across the Port Tennant Road adjoining the said land coloured yellow by means of a bridge or viaduct in the line shown on the signed plan or in such other line as may be agreed upon in writing between the Trustees and the Rhondda Company such bridge or viaduct shall not exceed the width shown upon the signed plan and shall have a headway of not less than 15 feet throughout above the level of the rails of the Railway No. 1 authorised by the Rhondda and Swansea Bay Railway Act 1895 in this section called “the authorised Rhondda Railway No. 1” as shown on the amended sections referred to in that Act and the piers or abutments of the said bridge or viaduct shall on the said land coloured yellow and numbered 17 on the signed plan be in the position shown on the signed plan or such other position as may be agreed upon in writing by the said engineers and no other piers abutments or other works connected with the railway by this Act authorised shall be placed upon the lands coloured yellow and numbered 17 and 14 on the signed plan :

(2.) The said bridge or viaduct and all works connected therewith shall be constructed as shown upon the signed plan and such bridge or viaduct and works connected therewith and (if the crossing by the railway by this Act authorised of the lines coloured blue on the signed plan shall be made during the continuance of the user by the Rhondda Company of the said lines coloured blue for passenger traffic under the agreement dated the 8th day of August 1894 between the Trustees and the Rhondda Company in this section called “the agreement of 1894”) such crossing also shall be constructed according to plans sections and specifications to be submitted to and approved by the engineer for the time being of the Rhondda Company prior to the commencement of the work and to his reasonable satisfaction Provided that if such engineer fail to approve such plans sections and specifications for the period of one month after the same shall have been submitted to him then the said bridge viaduct and works and the said crossing (if made during the continuance of the user aforesaid) shall be

constructed according to plans sections and specifications to be approved by an arbitrator to be appointed as herein-after provided :

(3.) The Trustees shall not in any manner in the construction of the railway by this Act authorised obstruct or interfere with the free uninterrupted and safe use of the authorised Rhondda Railway No. 1 or any siding or other work connected therewith situate on the said lands coloured yellow and constructed under the powers of the said Rhondda and Swansea Bay Railway Act 1895 or any traffic thereon :

(4.) The Trustees shall bear and on demand pay to the Rhondda Company the expense of the employment by that Company during the construction of the railway by this Act authorised of a sufficient number of watchmen and signalmen to be appointed by that Company for watching and signalling the authorised Rhondda Railway No. 1 with reference to and during the execution of such work and for preventing as far as may be all interference obstruction danger and accident :

(5.) If in or by reason of the construction of the railway by this Act authorised or the failure of any work in connexion therewith the authorised Rhondda Railway No. 1 or any siding or other work of the Rhondda Company connected therewith situate on the said lands coloured yellow and constructed under the powers of the said Rhondda and Swansea Bay Railway Act 1895 shall be injured or damaged such injury or damage shall be forthwith made good by the Trustees at their expense or in the event of their failing so to do then the Rhondda Company may make good the same and recover the expense thereof against the Trustees And if any interruption shall be occasioned to the traffic of the Rhondda Company—

(a.) during and by reason of the construction of the said Railway by this Act authorised ; or

(b.) by reason of the failure of any works in connexion with the said railway by this Act authorised or any such injury or damage as aforesaid ; or

(c.) by reason of any breach of the provisions of sub-sections 6 or 7 with respect to the maintenance of the said railway by this Act authorised or the working of the traffic thereon ;

the Trustees shall pay to that Company all costs and expenses to which that Company may be put as well as compensation for the loss and inconvenience sustained by them by reason of any such interruption :

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- (6.) The Trustees shall at all times maintain the bridge or viaduct by which the railway by this Act authorised is carried across the said land coloured yellow and numbered 17 on the signed plan in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Rhondda Company. And if and whenever the Trustees fail so to do the Rhondda Company may make and do in and upon the said land coloured yellow numbered 17 or any adjoining land of the Trustees all such works and things as may be reasonably requisite in that behalf and the reasonable amount of such expenditure shall be repaid to them by the Trustees:
- (7.) The railway by this Act authorised shall be so constructed and (during the continuance of the user by the Rhondda Company of the said lines coloured blue on the signed plan for passenger traffic under the said agreement of 1894) shall be so maintained and the traffic thereon shall be so worked as not to prevent or prejudicially interfere with the user by the Rhondda Company of the said lines coloured blue on the signed plan for passenger traffic under the said agreement of 1894:
- (8.) If by reason or in consequence of the construction or user of the railway by this Act authorised any alteration of the level crossing of the authorised Rhondda Railway No. 1 over the Port Tennant Road or in the working of traffic thereover or any additional signals or other works in connexion with the said authorised Rhondda Railway No. 1 shall be rendered necessary the expense thereof (if any) shall be borne and paid by the Trustees to the Rhondda Company:
- (9.) When and so soon as the Rhondda Company discontinues using the said lines coloured blue on the signed plan for passenger traffic under the agreement of 1894 then and immediately thereupon the power to use the railways and sidings of the Trustees conferred upon the Rhondda Company by section 30 of the Rhondda and Swansea Bay Railway Act 1892 shall extend and apply to the said lines coloured blue on the signed plan and if at any time the said lines coloured blue on the signed plan be removed by the Trustees the Trustees shall if required by the Rhondda Company prior to the commencement of such removal construct in substitution therefor a junction between the existing railway of the Rhondda Company and the railways of the Trustees as near to the present junction of the said existing railway with the said lines coloured blue as reasonably may be and so as to afford a connexion with the lines coloured green on the signed plan and the railway by this Act authorised as convenient as nearly as may be as that afforded by the said lines coloured blue and

the cost of such junction shall be paid in equal proportions by the Trustees and by the Rhondda Company :

(10.) If any dispute shall arise between the Rhondda Company and the Trustees respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the Board of Trade :

(11.) Except as in this section provided nothing in this Act shall prejudice alter or affect the rights of the Rhondda Company under the Rhondda and Swansea Bay Railway Act 1895 or the rights or obligations of the Rhondda Company or those of the Trustees under the said agreement of 1894 or the agreement dated the 1st day of June 1895 scheduled to and confirmed by the said Rhondda and Swansea Bay Railway Act 1895 respectively.

10. And whereas in the construction of the works hereby authorised or otherwise in exercise of the powers of this Act it may happen that a portion only of the property numbered 15 on the deposited plans in the parish of Swansea may be sufficient for the purposes of the same and that such portion may be severed from the remainder of the said property without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the said property and whereof part only is required for the purposes of this Act may if such portion can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such property without material detriment thereto be required to sell and convey to the Trustees the portion only of the premises so required without the Trustees being obliged or compellable to purchase the whole or any greater portion thereof the Trustees paying for the portion required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

Owners may be required to sell parts only of certain property.

11. 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

Power to take easements &c. by agreement.

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extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Restriction
on taking
houses of
labouring
class.

12. 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.

13. 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 three years from the passing of this Act.

Period for
completion
of works.

14. 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 entrance
lock and works
to be deemed
within harbour
limits.

15. The new entrance lock and 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.

Tolls for
railway.

16. The Trustees from time to time may demand and take any tolls rates and charges for the use of the railway by this Act authorised not exceeding the tolls and rates of charges which they are by the Act of 1857 authorised to take in respect of the Swansea Harbour Railway by that Act authorised Provided that the railway by this Act authorised and all other railways of the Trustees shall for the purposes of rates and charges be deemed part of the Swansea Harbour Railway.

Trustees
may take
dock rates on
shipping and
goods in
Town Float.

17. When and as soon as the new entrance to the half-tide basin of the Town Float by this Act authorised is certified in manner by this Act provided to be fit for the entrance of vessels into the said half-tide basin the Trustees from time to time may demand and take in respect of all vessels entering or using and in respect of all goods

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shipped or unshipped received or delivered into or from all vessels entering or using the Town Float in addition to the rates authorised by the Act of 1854 the several dock rates which by the Act of 1874 the trustees may demand and take in respect of the docks and works by that Act authorised. Provided always that the Trustees shall not demand or take in respect of any vessel entering or using or in respect of any goods shipped or unshipped received or delivered into or from any vessel entering or using the Town Float a larger amount for harbour and dock rates in the aggregate than would be payable for harbour and dock rates in the aggregate in respect of such vessel if entering or using the South Dock or Prince of Wales' Dock or in respect of such goods if shipped or unshipped received or delivered into or from a vessel entering or using the South Dock or Prince of Wales' Dock and not being entitled to exemption from payment of dock rates.

18. The Trustees may provide purchase or hire or contribute towards or join in the cost of providing purchasing or hiring vessels and may use or let the same for pilotage towage or such purposes and at such rates and charges as they think fit.

Trustees may provide vessels for pilotage towage and other purposes.

19. The Trustees may at the request of any person warehousing or depositing goods in or upon any warehouse wharf or premises of the Trustees or entitled to any goods so warehoused or deposited issue and deliver to him a warrant for the delivery of such goods or any part thereof to be specified in such warrant.

Issue of transferable warrants.

20. Every warrant shall be in a form to be prescribed by the Trustees and shall be deemed to be a document of title to the goods specified therein and shall be transferable by endorsement or special endorsement and any holder of such warrant whether the person named therein or the endorsee thereof shall have the same right to the possession and property of such goods as if they were deposited in his own warehouse.

Form and effect of warrant.

21. Every such warrant shall state on the face thereof the effect of the preceding section and that it is issued under the powers of this Act.

Effect of enactment to be stated.

22. The Trustees shall not be bound to deliver goods specified in any warrant except upon delivery to and cancellation by them of such warrant and on payment of all rates and charges payable to them for the warehousing of the goods and for the work and labour done and performed to upon or in respect of the same whilst in their custody.

Delivery of goods on delivery of warrant and payment of rates and charges.

23. If any warrant be lost or destroyed then upon proof thereof to the satisfaction of the Trustees and on their receiving indemnity

Issue of new warrant on loss or

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destruction
of original.

to their satisfaction a new warrant shall be given to the person entitled to the warrant so lost or destroyed in substitution for such last-mentioned warrant.

Power to
borrow on
mortgage.

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

Power to
create
Swansea
Harbour
Stock.

25. 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 Provided that all stock created under the powers of this Act shall be created in accordance with the provisions of section 18 of the Act of 1894 and shall rank equally without any priority or preference with any stock created under the powers of the Act of 1894 or the Act of 1895.

Power to
apply funds
and as to
application
of money
borrowed
under Act.

26. The Trustees may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they have power to borrow or raise under the provisions of any Act relating to the Trustees and 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.

Works below
high water
mark not to
be com-
menced with-
out consent
of Board of
Trade.

27. 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.

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28. 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 seigniories 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
of the Duke
of Beaufort.

29. The agreement between the Trustees and the Ocean Dry Docks Company (Limited) as set out in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming
agreement
between
Trustees and
Ocean Dry
Docks Com-
pany Limited.

30. The agreement between the Trustees and the Rhondda and Swansea Bay Railway Company as set out in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming
agreement
between Trus-
tees and the
Rhondda and
Swansea Bay
Railway Co.

31. Nothing in this Act contained shall prejudice alter or affect the provisions of the following agreements namely—

Saving
agreements
between
Susan Lam-
bert and
John Alex-
ander Weir
and Gertrude
Barbara Rich
Tennant and
the Trustees.

(1) An agreement between Susan Lambert and John Alexander Weir of the one part and the Trustees of the other part dated 27th April 1894 and scheduled to and confirmed by the Act of 1894 :

(2) An agreement between Gertrude Barbara Rich Tennant of the one part and the Trustees of the other part dated the said 27th day of April 1894 and scheduled to and confirmed by the said Act of 1894.

32. 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.

Expenses of
Act.

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SCHEDULES referred to in the foregoing Act.FIRST SCHEDULE.

AN AGREEMENT made the 14th day of May 1896 between THE OCEAN DRY DOCKS COMPANY LIMITED (herein-after called "the Company") of the one part and THE SWANSEA HARBOUR TRUSTEES (herein-after called "the Trustees") of the other part.

1. The Company agrees to sell and the Trustees agree to purchase First All those four pieces of leasehold land situate at Swansea in the county of Glamorgan delineated in the plan hereunto annexed and therein distinguished by being coloured pink green blue and red respectively (which pieces of land are parts of certain hereditaments demised to John Dickson by an indenture of lease dated the 11th day of November 1865 and made between the Most Noble Henry Charles Fitz Roy Duke of Beaufort of the first part Peter Richard Hoare and Henry Hoare of the second part 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 Edward Savage Bailey of the sixth part and the said John Dickson of the seventh part) for the unexpired residue of a term of 999 years from the 29th day of September 1864 granted therein by the said indenture of lease subject to the covenants and conditions therein contained (other than the covenant for payment of the whole rent of £1,000 thereby reserved) and on the part of the lessee to be observed and performed so far as the same relate to the said four pieces of leasehold land first herein-before described Secondly All that piece of land containing 128 square yards or thereabouts situate at Swansea aforesaid delineated in the said plan and therein distinguished by being coloured brown (being the piece of land coloured brown on the plan drawn in the margin of an agreement dated the 18th day of April 1866 and made between the said John Dickson of the one part and the Trustees of the other part whereby the Trustees agreed to grant and the said John Dickson agreed to accept a lease of the said piece of land coloured brown for the term of 997 years from the 25th day of March 1866 upon the terms and conditions therein mentioned) for the unexpired residue of the said term of 997 years or other the estate or interest therein which by the said agreement was vested in the said John Dickson And thirdly all that piece of land situate at Swansea aforesaid containing about 6½ square yards delineated in the said plan hereunto annexed and therein distinguished by being coloured yellow (being the piece of land coloured yellow on the plan annexed to an agreement dated the 22nd day of January 1867 and made between the said John Dickson on behalf of himself and the Neath and Brecon Railway Company (therein-after referred to as "the lessees") of the first part the said Duke of Beaufort of the second part and the Trustees of the third part whereby the Trustees agreed to grant and the lessees agreed

to accept a lease of the said piece of land coloured yellow for the term of 997 years from the 25th day of March 1866 upon the terms and conditions therein mentioned) for the unexpired residue of the said term of 997 years or other the estate or interest therein which by the same agreement was vested in the lessees. A.D. 1896.
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2. The price to be paid by the Trustees is £22,875 which shall be paid on the completion of the purchase.

3. The purchase shall be completed at or before the expiration of four calendar months after the passing of the Act of Parliament mentioned in clause 9 hereof at the offices of the Company's solicitors and the Trustees having paid their purchase money shall then have possession of the premises as from the expiration of the said four calendar months or earlier completion all outgoings up to that time or a due proportion thereof being cleared by the Company and such outgoings shall if necessary be apportioned. If from any cause whatever except the wilful neglect or default of the Company the purchase shall not be completed at or before the expiration of the said four calendar months the Trustees shall pay to the Company interest on the purchase money at the rate of £4 per cent. per annum from such expiration until actual payment thereof. Provided that unless the delay in completion shall arise from the wilful neglect or default of the Trustees it shall be lawful for the Trustees at any time to deposit the purchase money in the joint names of the Trustees and the Company in the bank at Swansea of the Glamorgan-shire Banking Company Limited or such other bank as may be agreed by the parties hereto at the current rate of interest allowed by such bank on deposit accounts to await the completion of the purchase and in such case the Company shall on completion be entitled only to the interest allowed on such deposit in the place as from the time of such deposit of interest at the rate of £4 per cent. per annum.

4. The title of the Company to the said premises having been already investigated and approved by or on behalf of the Trustees shall be accepted by them without further investigation and the Trustees shall not require any further or other abstract of title to be delivered to them or any evidence of title to be obtained or make any objection or requisition whatsoever in respect of the title (except that the Trustees shall be entitled to require production of the receipt for rent referred to in clause 5 hereof) or make any objection or requisition as to the identity of the said pieces of land or any of them or as to the interest or right of the Company in or to any of them or as to easements (if any) in respect of or affecting any of the said pieces of land. The said lease of the 11th day of November 1865 having been already produced to the Trustees' solicitor and the originals of the said agreements of the 18th day of April 1866 and the 22nd day of January 1867 being in the possession of the Trustees they shall be deemed to purchase with full notice of all the contents of the said lease and agreements respectively.

5. The premises are sold subject to all covenants (other than the said covenant for payment of the whole of the said rent of £1,000 contained in the said lease of the 11th day of November 1865) agreements and conditions reservations and exceptions of mines and minerals and powers to work the same (if any) contained in the said indenture of lease of the 11th day of November 1865 and the said agreements of the 18th day of April 1866 and the 22nd day

A.D. 1896. — of January 1867 relating to or affecting the premises and the receipt for the last rent accrued due previously to the completion of the purchase in respect of the premises comprised in the said lease of the 11th day of November 1865 shall be accepted as conclusive evidence of the performance of all the covenants and conditions in the said lease contained or of the effectual waiver of any breach of covenant or condition up to the completion of the purchase. The property is believed and shall be taken to be correctly described as to quantity and otherwise and any error misstatement or omissions herein or in the plan hereto annexed shall not annul the sale or be a ground for any abatement or compensation on either side.

6. Upon payment of the purchase money at the time and in manner aforesaid the Company shall make and execute to the Trustees a proper assurance or assurances of the premises hereby agreed to be sold such assurance or assurances to be prepared by and at the expense of the Trustees and to be left by them not less than ten days before the time fixed for completion at the offices aforesaid for execution by the Company. A duplicate of the said assurance shall be executed by the Company and the Trustees at the cost of the Company.

7. The assurance to the Trustees of the said four pieces of land first herein-before described shall contain an agreement and declaration that the yearly rent of £700 being an apportioned part of the said rent of £1,000 reserved by the said lease shall as between the Company and the Trustees be considered as reserved exclusively in respect of and shall be payable out of the residue other than the said four pieces of land first herein-before described of the premises comprised in and demised by the said lease in exoneration of the said four pieces of land. And that the yearly rent of £300 being the remaining apportioned part of the said rent of £1,000 shall as between the Company and the Trustees be considered as reserved exclusively in respect of and shall be payable out of the said four pieces of land first herein-before described in exoneration of the residue of the said premises comprised in and demised by the said lease. And the said assurance shall also contain a covenant by the Company for itself its successors and assigns with the Trustees their successors and assigns that the Company its successors and assigns will at all times during the residue of the said term of 999 years pay the said yearly rent of £700 and observe and perform all the covenants agreements and conditions contained in the said indenture of lease and which on the part of the lessee ought to be observed and performed so far as the same relate to the premises comprised in and demised by the said indenture of lease other than the said four pieces of land first herein-before described and will at all times keep indemnified the Trustees their successors and assigns and their estate and effects and the said four pieces of land first herein-before described from and against all claims and demands for or on account of the non-payment of the said rent of £700 or the non-observance or non-performance of the said covenants agreements and conditions so far as the same relate as aforesaid and also powers of distress and entry and receipt of rents and profits by the Trustees their successors and assigns over upon and in respect of the premises comprised in the said indenture of lease other than the said four pieces of land first herein-before described for recovery of any of the said rent which the Trustees their successors or assigns may be called upon to pay and any other moneys which may become payable to them under the said covenant of indemnity and a provision that all such rent and

moneys as last aforesaid shall be a charge upon the said premises comprised in the said indenture of lease other than the said four pieces of land first herein-before described and be recoverable by sale or such other means as may be available under the Conveyancing and Law of Property Act 1881 or otherwise and the said assurance shall also contain a covenant by the Trustees for themselves their successors and assigns with the Company its successors and assigns that the Trustees their successors and assigns will at all times during the residue of the said term of 999 years pay the said yearly rent of £300 and observe and perform all the covenants (other than the covenant for payment of the whole of the said rent of £1,000) conditions and agreements contained in the said indenture of lease and which on the part of the lessee ought to be observed and performed so far as the same relate to the said four pieces of land first herein-before described and will at all times keep indemnified the Company its successors and assigns and its and their estate and effects and the other premises comprised in the said indenture of lease from and against all claims and demands for or on account of the non-payment of the said rent of £300 or the non-observance or non-performance of the said covenants conditions and agreements so far as the same relate to the said four pieces of land first herein-before described and also powers of distress and entry and receipt of rents and profits by the Company its successors and assigns over upon and in respect of the said four pieces of land first herein-before described for recovery of any moneys which may become payable to it or them under the last mentioned covenant of indemnity and a provision that all such rent and moneys as last aforesaid shall be a charge upon the said four pieces of land first herein-before described and be recoverable by sale or such other means as may be available under the said Conveyancing and Law of Property Act 1881 or otherwise But the said assurance shall also contain a provision that the powers in this clause mentioned shall be in force only during the lives and life of all Her Majesty's issue now in existence and the survivors and survivor of them and a period of 21 years after the death of such survivor and also if and so far as the same shall be valid thereafter during the residue of the said term of 999 years.

8. The Company shall give to the trustees an acknowledgment of the Trustees' right to production and delivery of copies of the documents of title retained by the Company as relating also to other property and an undertaking for their safe custody and the assurance of the said four pieces of land first herein-before described shall contain covenants by the Trustees with the Company that the Trustees their successors and assigns will within one month after the date of the said assurance erect a good and substantial close wooden fence at least 6 feet in height between the points marked A B C and D on the plan hereunto annexed and thereafter during the residue of the said term of 999 years renew repair and maintain the same in good and substantial repair and condition and also a covenant by the Company for itself its successors and assigns with the Trustees their successors and assigns that the Company its successors or assigns will from time to time upon demand pay to the Trustees their successors or assigns one equal half part of all moneys which shall have been reasonably and necessarily expended by the Trustees their successors or assigns in or about the erection renewal repair or maintenance of the said fence and also a provision that either the Company its successors or assigns or the Trustees

A.D. 1896. — their successors or assigns shall be at liberty at its or their own expense to erect and maintain a wall or building at least six feet in height in the place of and for that purpose to remove the said fence or any part thereof and also a covenant by the Trustees for themselves their successors and assigns with the Company its successors and assigns that until the Company its successors or assigns shall for three consecutive years cease to carry on the business of building or repairing ships boats or vessels upon the said land comprised in the said indenture of lease other than the said four pieces of land first herein-before described from any cause other than that of reconstructing improving or maintaining the dry dock upon the said land no part of the piece of land coloured pink on the said plan or any building thereon shall be used for the purpose of repairing ships boats or vessels of any description exceeding 50 tons net register or for repairing engines boilers machinery or other appliances used for the purposes of repairing or building in iron or steel ships boats or vessels exceeding the tonnage aforesaid without the consent in writing of the Company its successors or assigns and a proviso that nothing in such last-mentioned covenant contained shall prevent the Trustees using the said piece of land coloured pink on the said plan or any building thereon for the purpose of building or repairing ships boats or vessels owned by them or used by them or others for the purposes of the trusts or duties vested in the Trustees.

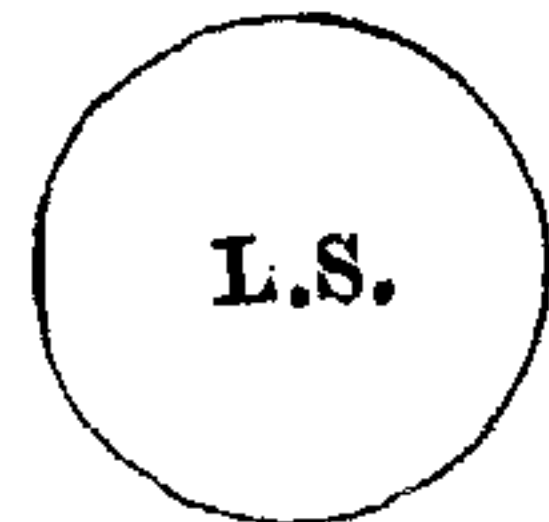
9. If in the present session of Parliament an Act shall not be passed authorising the Trustees to construct the proposed new entrance adjoining the south-eastern corner of the said piece of land coloured pink on the plan hereunto annexed this agreement shall at the close of such session become void.

10. Each of the parties hereto shall bear its and their own costs of and incidental to the negotiations for and preparation and execution of this agreement and the carrying of the same into effect.

In witness whereof the Company and the Trustees have caused their respective common seals to be hereunto affixed the day and year first above written.

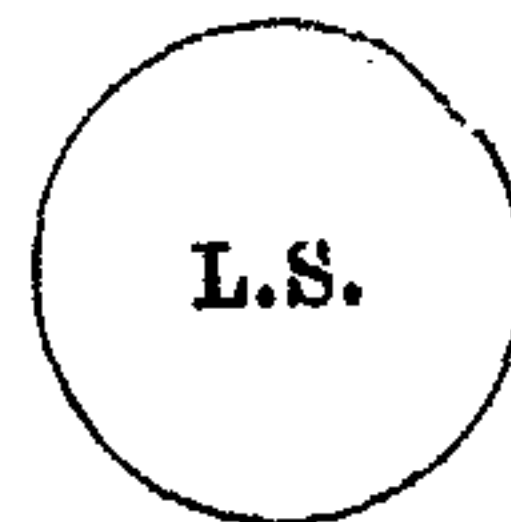
The common seal of the Ocean Dry Docks Company
Limited was hereunto affixed in the presence of

JOHN WOOD
THOMAS WHITFIELD } Directors.
ANDREW SIMPSON Secretary.



The common seal of the Swansea Harbour Trustees was
hereunto affixed in the presence of

TALFOURD STRICK Clerk to the Trustees.



SECOND SCHEDULE.

A.D. 1896.

AN AGREEMENT made the 19th day of June 1896 between THE SWANSEA HARBOUR TRUSTEES (herein-after called "the Trustees") of the one part and THE RHONDDA AND SWANSEA BAY RAILWAY COMPANY (herein-after called "the Company") of the other part.

WHEREAS by the Swansea Harbour Act 1894 the Trustees were authorised to make a new dock being an enlargement and extension of the Prince of Wales' Dock at Swansea in an easterly direction :

And whereas the Trustees are promoting an Act in Parliament for power to make amongst other works a railway 1 furlong 4·75 chains in length commencing at or near a point 12 chains or thereabouts measured in an easterly direction from the south-east corner of the Prince of Wales' Dock and terminating by a junction with the existing railway of the Trustees at or near a point 4 chains or thereabouts measured in an easterly direction from the centre of the Dan-y-graig Railway Bridge of the Trustees :

And whereas the Company have agreed on the said new dock being completed and opened for traffic to take a lease of the wharf jetties and land herein-after mentioned upon the terms and conditions herein-after contained :

Now these presents witness and it is hereby agreed as follows:—

The expression "the new part of the Prince of Wales' Dock" whenever used in these presents shall mean the new dock by the Swansea Harbour Act 1894 authorised as aforesaid and shall also (where the context so admits) mean and include the said railway for which the Trustees are promoting a Bill as aforesaid and also the works mentioned or referred to in the schedule hereunder written and agreed to be executed by the Trustees for the Company as herein-after provided.

1. The Trustees within three years from the date hereof will make and construct the new part of the Prince of Wales' Dock according to the plan hereunto annexed numbered 1 herein-after referred to as "the said plan numbered 1."

2. The Trustees within the time aforesaid will make do and perform for and on behalf of the Company to the approval of the Company's engineer and according to certain drawings numbered 1 and 2 signed by the respective engineers of the Trustees and the Company the several works mentioned or referred to in the schedule hereunder written and all incidental extra and additional works not particularly mentioned in the said schedule but the intention to include which may be inferred from such schedule or the said drawings and the Company shall pay the Trustees for the said works the sum of five thousand three hundred and ninety-four pounds.

3. The said works mentioned or referred to in the said schedule shall be measured or estimated by the Company's engineer monthly and payments shall be made from time to time by the Company to the Trustees on account of such works on the certificate of the Company's engineer recommending such

A.D. 1896. payment to the extent of 90 per centum of the value of work so executed as ascertained by the Company's engineer.

4. The Trustees shall before proceeding with the works mentioned or referred to in the said schedule or the wharf or jetties mentioned in the clause hereof numbered 8 give to the Company not less than 10 days' notice of their intention so to do and during the construction of the said works wharf and jetties respectively the Company their engineer and agents contractors servants and workmen shall at all times have access thereto respectively for the purpose of inspecting or measuring the same respectively and for constructing and erecting any tips cranes machinery lines of railway sidings works buildings and conveniences which the Company would upon the commencement of the lease herein-after mentioned be entitled to erect or construct should it be found convenient that the same should be proceeded with simultaneously with the works mentioned in the said schedule or the said wharf and jetties and the Trustees provided the works which the Company shall be desirous of performing or carrying out can be proceeded with simultaneously with the works mentioned or referred to in the said schedule or with the said wharf or jetties without causing unreasonable interference with the last-mentioned works wharf or jetties or delay in executing the same respectively or any loss or detriment to the contractor carrying out the same respectively will grant to the Company every reasonable facility in the construction and erection thereof.

5. The Trustees shall take upon themselves the whole risk and responsibility of executing the works mentioned in the said schedule according to the said schedule and the drawings signed as aforesaid including necessary incidental works not particularly mentioned in but the intention to include which may be inferred from the said schedule or the said drawings and the Trustees shall for the space of six calendar months after the completion and opening for traffic of the new part of the Prince of Wales' Dock guarantee the stability of the works mentioned in the said schedule and particularly shall make good any settlements of embankments below the levels shown by the detailed drawings or any other derangement of works.

6. On the production of the certificate of the Company's engineer stating that the works mentioned in the said schedule are completed to his satisfaction at a period of six calendar months after the completion the Company shall pay the Trustees one half of the balance of 10 per cent. retained by the Company and on production of the final certificate of the Company's engineer to the like effect twelve calendar months after the completion of the works mentioned or referred to in the said schedule the Company shall pay the Trustees the remainder of such balance.

7. Provided that in the event of the Trustees failing to complete or construct the new part of the Prince of Wales' Dock within three years from the date hereof the Trustees shall pay to the Company by way of ascertained damages sustained by the Company in consequence of such default interest at the rate of five per cent. per annum upon the aggregate amount of any payments made on account under clause 3 hereof and upon any outlay made by the Company upon the wharf jetties and land hereby agreed to be leased as from the expiration of that time (namely three years from the date hereof) until completion of the new part of the Prince of Wales' Dock and opening thereof for public traffic but shall not be liable for any further payment.

8. Upon the completion of the new part of the Prince of Wales' Dock and opening thereof for public traffic the Trustees will grant and the Company will accept subject to the reservations herein-after mentioned a lease of—

(a.) The wharf or quay frontage on the northern side of the new part of the Prince of Wales' Dock being 400 feet in length and coloured pink on the plan hereunto annexed and numbered 2 :

(b.) The two jetties extending from the said wharf and coloured yellow on the said plan numbered 2 and herein-after referred to as "the said jetties":

(c.) The land for sidings in the rear of the said wharf containing 11,805 square yards or thereabouts and coloured green on the said plan numbered 2 and herein-after referred to as "the land coloured green."

9. The lease shall commence on and from the completion and opening for public traffic of the new part of the Prince of Wales' Dock and shall continue in perpetuity.

10. The Company shall pay the Trustees for the said wharf the said jetties and the land coloured green the annual rent or sum of one thousand six hundred pounds by half-yearly payments on the 1st January and the 1st July in every year the first half-yearly payment of the said rent of one thousand six hundred pounds or a proportionate part thereof to be made on such one of the said half-yearly days as shall happen first after the time fixed by the clause hereof numbered 9 for the commencement of the said lease.

11. The Company shall have the exclusive right to berth vessels alongside the said wharf or quay frontage in a single tier broadside on and alongside the southern end of each of the said jetties in a single tier broadside on with power (subject to the reasonable rules and regulations of the harbour master) for vessels berthed alongside the southern ends of the said jetties to overlap and also the exclusive right to berth vessels alongside the eastern and western sides of the easternmost of the said jetties in a single tier broadside on but not so as to project beyond the southern end thereof more than forty feet and also the exclusive right to levy and receive all wharfage rates and tipping and other charges in respect of the said wharf or quay frontage the said jetties and the land coloured green.

12. The Company shall be at liberty subject to the reasonable approval of the engineer for the time being of the Trustees to construct and erect upon or over the said wharf or quay frontage the said jetties and the land coloured green and from time to time to alter vary and remove such tips cranes machinery lines of railway sidings works buildings and conveniences as the Company may deem necessary or convenient to enable the Company fully to utilise the said wharf or quay frontage the said jetties and the land coloured green for all purposes in connexion with their undertaking and in case of any difference between the Trustees and the Company as to the works to be constructed under this clause the same shall be referred to arbitration.

13. The Trustees shall make maintain work and signal such and so many junctions between the sidings and lines of rail for the time being upon the land coloured green and the main lines of the Trustees coloured red on the said plan numbered 2 as may be necessary for the proper enjoyment by the Company of the property hereby agreed to be leased and in case of any difference between the Trustees and the Company as to the number of such junctions or otherwise

A.D. 1896.

in connexion therewith the same shall be decided by arbitration. If in the construction by the Company of sidings from the Trustees' lines to the said wharf and jetties it shall be found desirable to vary the same the Trustees and the Company shall be empowered to make such arrangements with respect to "land for sidings" as may be agreed on between the Trustees and the Company.

14. The Company shall not assign underlet or part with the possession of the said wharf the said jetties and land coloured green or any part thereof respectively without the consent in writing of the Trustees unless such consent shall be arbitrarily or unreasonably withheld. And it is hereby expressly agreed that such consent as aforesaid shall not be withheld to an assignment or underlease of the full benefit of this agreement to any company corporation body or person or persons to or in whom the undertaking of the Company shall by the authority of Parliament or otherwise be transferred or become vested.

15. During the continuance of the lease the Trustees shall maintain at their own expense the Prince of Wales' Dock and the waterway leading thereto and the new part of the Prince of Wales' Dock and the water in the same adjoining the said wharf and jetties and also all walls approaches and lines of rails belonging to them together with the said wharf and jetties and all locks quay walls and other works conveniences and appliances which may be necessary for the full and efficient maintenance and working of the new part of the Prince of Wales' Dock and the accommodation of shipping and traffic passing to or from the same and for the enjoyment by the Company of the said wharf the said jetties and the land coloured green and the Company shall maintain at their own expense all works tips machinery lines of railway sidings buildings and conveniences erected or made by the Company and not removed under the powers herein contained and also the works made and done for the Company by the Trustees under the clause hereof numbered 2.

16. The Trustees reserve to themselves the right to erect fix and maintain in or on the said wharf or quay frontage and the said jetties all such mooring posts rings lamp-posts electric wires and other devices and such hydraulic gas water and other pipes machinery and other conveniences as may be necessary for the proper and convenient working of the Prince of Wales' Dock or the new part thereof or any other dock of the Trustees and to maintain in on and along the said wharf or quay frontage the two lines of rails coloured blue on the said plan numbered 1 and the roadway respectively shown on the same plan. And also free liberty at all times to their officers and servants and all other persons lawfully engaged in working or using the said dock and the new part thereof to pass and repass over and along the margin of the said wharf or quay frontage such margin not to exceed eight feet in width and over and along the said jetties. And also free liberty at all times to their officers and servants and all other persons lawfully working or using the said Prince of Wales' Dock and the new part thereof with carriages waggons engines and horses and for all purposes to pass and repass over the said lines of rail and roadway on the said wharf or quay frontage but the Company shall not be inconvenienced in the conduct of their business or the enjoyment of the said wharf or quay frontage and jetties to any greater extent than may be unavoidable and in case of difference as to the reasonable exercise of the Trustees or other the persons aforesaid of the rights and liberty so reserved as aforesaid the same to be referred to arbitration.

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17. The Trustees shall maintain watch and signal at their own expense during the continuance of the lease hereby agreed to be granted as aforesaid the main lines of rails coloured green and red respectively the four lines of main sidings coloured yellow and the lines of rails coloured blue respectively on the said plan numbered 1 and the Company shall at all times have the use for traffic to and from the said Prince of Wales' Dock and the new part thereof and any other dock of the Trustees and the land coloured green in common with the Trustees and other companies and persons for the time being entitled to use the same of the said main lines of rails coloured green and red respectively the four lines of main sidings coloured yellow and (but for the purpose of marshalling empty trucks only) the lines coloured purple free of charge and of the lines of rails coloured blue at the lowest charge from time to time made to any other company or trader for similar accommodation.

18. The Company shall be at liberty to lay down and place in through over or upon the said wharf or quay frontage the said jetties and land coloured green such hydraulic and other pipes and machinery as may be necessary or convenient to enable the traffic of the Company to be worked with economy and despatch And the Trustees shall from time to time afford to the Company all necessary facilities for the construction and repair of the said pipes and machinery and the Company may from time to time require the Trustees and the Trustees shall upon receiving six months' notice from the Company requiring them so to do supply at a reasonable price (such price in case of difference to be settled by arbitration) all hydraulic pressure that may be required for working the said machinery or in connexion therewith:

Provided always that during the time the Trustees supply hydraulic pressure to work the said machinery the Company shall keep such machinery in sufficient state of repair to prevent undue waste of water.

19. Notwithstanding anything herein contained to the contrary neither the Trustees nor the Company shall build place or erect or permit to be built placed or erected within one foot six inches of so much of the northern boundary of the land coloured green as lies between the points marked A and B on the said plan numbered 2 any building wall fence rail or other erection or thing of a greater height than two feet six inches above the level of the nearest rail to be laid between the said points A and B on the land coloured green.

20. The Trustees shall not let and shall effectually prevent any company firm or person from subletting to any other railway company any land quay space or jetty at the new part of the Prince of Wales' Dock or the user of the said main lines of rail coloured green and red respectively or of the four lines of main sidings coloured yellow on terms more favourable to the lessee or lessees or sub-lessee or sub-lessees thereof than the terms on which the said wharf or quay frontage and the said jetties and the land coloured green or the user of the said main lines coloured green and red respectively and main sidings coloured yellow are hereby agreed to be leased to the Company but nothing in this clause contained shall apply to or affect any lease or agreement already made by the Trustees or any lease which may be granted in pursuance of any such agreement or except so far as the Trustees may have power to control the same any subletting under any such lease or agreement.

A.D. 1896.

21. The Trustees shall not levy or charge in respect of vessels or goods using or loaded or unloaded either at the said wharf or quay frontage or the said jetties hereby agreed to be leased or at the wharf or quay frontage by an agreement dated the 12th day of March 1890 and made between the Trustees of the one part and the Company of the other part and scheduled to the Rhondda and Swansea Bay Railway Act 1890 agreed to be leased to the Company or at the jetty in connexion therewith in the same agreement mentioned any higher dues or rates than the Trustees shall for the time being levy or charge in respect of similar vessels or goods using or loaded or unloaded at any other wharf quay frontage or jetty of the Prince of Wales' Dock or the new part thereof and not being vessels or goods in respect of which an exemption from dues or rates shall be allowed under an agreement dated the 30th April 1874 and made between Gertrude Barbara Rich Tennant of the one part and the Trustees of the other part and scheduled to the Swansea Harbour Act 1874 or under an agreement dated the 27th day of April 1894 and made between the said Gertrude Barbara Rich Tennant of the one part and the Trustees of the other part and scheduled to the Swansea Harbour Act 1894 or under an agreement also dated the 27th day of April 1894 and made between Susan Lambert and John Alexander Weir of the one part and the Trustees of the other part and also scheduled to the Swansea Harbour Act 1894.

22. All necessary clauses to be inserted in the lease to carry out the arrangements hereby agreed to.

23. All differences (if any) 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 except where otherwise provided for be referred to arbitration under and in accordance with the Arbitration Act 1889.

24. The costs of and incidental to this agreement and a duplicate thereof and of the lease and counterpart to be granted in pursuance hereof shall be paid and borne by the Company.

25. This agreement is made subject to the approval thereof by Parliament.

In witness whereof the Swansea Harbour Trustees and the Rhondda and Swansea Bay Railway Company have respectively hereunto set their common seals the day and year first above written.

The common seal of the Swansea Harbour Trustees was
hereunto affixed in the presence of

TALFOURD STRICK

Clerk to the Trustees.

L.S.

The common seal of the Rhondda and Swansea Bay
Railway Company was hereunto affixed by order of the
Directors in the presence of

H. S. LUDLOW

Secretary.

L.S.

The SCHEDULE above referred to.

A.D. 1896.

			s.	d.	£	s.	d.	£	s.	d.
12,883	c. yds.	Embankments - -	1	2	751	10	2			
4,023	c. ft.	Memel in gantries to coal								
		hoists - - -	2	9	553	3	3			
		Abutment No. 3 gantry	—		296	9	9			
4	No.	Piled foundations to								
		turn-tables - -	—		260	17	0			
4	„	Turn-tables - -	—		280	0	0			
4	„	Pooley's weighbridges								
		(Barry pattern) -	—		440	0	0			
2	„	Weigh cabins - -	—							
2,601	c. yds.	Bottom ballast - -	3	0	390	3	0			
802	„	Masonry in retaining walls	12	0	481	4	0			
1,161	c. ft.	Coping to do. - -	1	9	101	11	9			
		Total approach lines								
		and gantries						3,554	18	11
388	c. yds.	Excavation in foundations	1	6	29	2	0			
1,520	„	Masonry - - -	1	0	912	0	0			
446	c. ft.	Ashlar bedstone - -	2	0	44	12	0			
		C. l. casings for wells	—		196	10	0			
		Total coal hoist piers						1,182	4	0
		Day work: bedding hy-								
		draulic machinery &c.	—					100	0	0
		Sundries - - -	—					300	0	0
								5,137	2	11
		Add superintendence - 5 %						256	17	1
								£5,394	0	0

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