



**CHAPTER ccxiv.**

An Act to extend the time granted to the Burry Port and Gwendreath Valley Railway Company for the completion of certain Railways and Works ; and for other purposes. A.D. 1877.

[10th August 1877.]

**W**HEREAS by an Act passed in the fifty-second year of the reign of King George the Third, chapter one hundred and seventy-three, the Kidwelly and Llanelly Canal and Tramroad Company were incorporated, and were authorised to make certain works, canals, and branch canals as therein described; and by "The Kidwelly and Burry Port Railway Act, 1865," in this Act called "the Act of 1865," the said Company were authorised to stop up and discontinue the use of their canals, and to make a railway from Burry Port, in the parish of Pembrey, and to join the Mountain Branch of the Llanelly Railway, with branches, but the said Company are now, under "The Burry Port and Gwendreath Valley Railway Company's Act, 1866," merged in, and their undertaking and powers are now vested in "The Burry Port and Gwendreath Valley Railway Company," herein referred to as "the Company:" 28 & 29 Vict. c. ccxviii.

And whereas the time limited by the Act of 1865 for the completion of the railways by that Act authorised would have expired on the fifth day of July one thousand eight hundred and sixty-eight, but the same was extended by the Burry Port and Gwendreath Valley Railway Amendment Act, 1868, until the first day of August one thousand eight hundred and seventy-one : 29 Vict. c. v.

And whereas the said time was extended by "The Burry Port and Gwendreath Valley Railway Amendment Act, 1871," until the first day of August one thousand eight hundred and seventy-four as regards the portion of railway and the railways in that Act mentioned, and by the Burry Port and Gwendreath Valley Railway Amendment Act, 1874, the said time was further extended until the first day of August one thousand eight hundred

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A.D. 1877. — and seventy-seven as regards a part of the Railway No. 1 mentioned in that Act, and as regards the railway secondly described therein :

And whereas all the authorised railway works of the Company have been completed with the exception of a portion of the said Railway No. 1 and the said secondly described railway, and it is expedient that the period limited by that Act for their completion should be extended :

35 & 36 Vict.  
c. cxxvi.

And whereas by the Burry Port and Gwendreath Valley Railway Act, 1872, the Company were, amongst other things, authorised to make and maintain at the harbour of Burry Port the works described in the seventh section of such Act :

And whereas the Company have purchased the lands required for the construction of those works, but it is expedient that the time limited for such construction, and which will expire on the eighteenth day of July one thousand eight hundred and seventy-seven, should be extended :

And whereas it is expedient that the Company should have power from time to time to agree with the Gwendraeth Valleys Railway Company for the working by the Company of the Gwendraeth Valley Railways :

And whereas by "The Burry Port and North-western Junction Railway Act, 1876," the Company on the one hand, and the Burry Port and North-western Junction Railway Company (incorporated by that Act) on the other hand, were (section 44) authorised to enter into an agreement or agreements with respect to the several matters therein specified, and it is expedient that the agreement which has in pursuance of that Act been made between the Companies, and of which a copy is set forth in the schedule to this Act, should be confirmed :

And whereas the objects aforesaid cannot be accomplished 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 as "The Burry Port and Gwendreath Valley Railway Act, 1877."

Extending to  
Act Parts II.  
and III. of  
Railways  
Clauses Act,  
1863.

2. Part II. (relating to extension of time) and Part III. (relating to working agreements) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.



3. The time limited by the before-mentioned Acts of 1872 and 1874 for the completion of the before-mentioned respective railways and works is by this Act further extended until the first day of August one thousand eight hundred and eighty.

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Extending time for constructing certain railways and works.

4. If the respective railways and works shall not be completed within the period limited by this Act, then on the expiration of such period the powers by the Acts of 1865 and 1872 and this Act granted to the Company for completing the railways and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

If not made within extended time, powers to lapse.

5. Her Majesty's Postmaster General, on, over, along, and across any of the railways, works, and lands for the time being of the Company, may from time to time construct such line or lines of telegraphs as he thinks fit, with all necessary and proper posts, wires, apparatus, and other works connected therewith, and remove or vary the same, and construct others instead thereof or in addition thereto, and may maintain, inspect, test, repair, reinstate, work, and use the same as they for the time being exist, and may by his engineers and other officers, servants, and workmen, at and for all reasonable times, for all or any of the purposes aforesaid, enter on and into and remain on those railways, works, and lands; but in the exercise of the powers of this section the Postmaster General shall not interfere with the traffic on any of the Company's railways, and shall cause as little interference as may be to the Company, and shall execute and do every work or thing to the reasonable satisfaction of the engineer of the Company; and if at any time the Company desire to make at their own expense any alteration in any work executed by the Postmaster General under the authority of this section, without interrupting or impeding postal telegraphic communication, they may do so, first giving notice in writing to the Postmaster General of their intention, and in the exercise of the powers given by this section the Postmaster General shall do as little damage as may be, and shall make full compensation to the Company for all damage sustained by them by reason or in consequence of the exercise of such powers, the amount and application of such compensation to be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," and any Act amending the same, for the determination of the amount and application of compensation for lands taken or injuriously affected. Inasmuch as it is contemplated to introduce a general measure for the better protection of the national telegraphs, and to enlarge the powers of the Postmaster General in relation thereto, this section shall only remain in force for one year from the date of the

Power for Postmaster General to construct and work telegraphs, &c.

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For protection of Post Office telegraphs.

6. If, in the execution of the powers conferred by this Act, the Company desire to alter, remove, or otherwise interfere with any telegraph poles, wires, or telegraph apparatus belonging to Her Majesty's Postmaster General, and not situate upon the Company's railway, or works connected therewith, the following provisions for the protection of Post Office telegraphs shall apply; (that is to say,)

Notice to be given before interfering with telegraphs.

Before the Company alter, remove, or interfere with any such telegraph poles, wires, or telegraph apparatus, the Company shall give to the Postmaster General one month's previous notice in writing of such intended alteration, removal, or other interference, specifying all requisite and proper particulars relating thereto; and if the Postmaster General shall, before the expiration of one month after the service upon him of the said notice from the Company, give the Company notice of his intention so to do, he may execute at the cost of the Company, and thereafter at his own expense maintain, the works specified in the Company's notice, and such other works, substituted wires, and conveniences as may be reasonably required for making good the telegraph poles, wires, or telegraph apparatus so required to be altered, removed, or interfered with, using all due despatch in the execution thereof, and not interfering with or obstructing the use of the railway. If at the expiration of one month the Postmaster General shall not have commenced such works, then such alteration, removal, or interference may be carried out by the Company, but so as to cause no impediment or obstruction whatsoever to the due transmission of messages along such wires, or, at the option of the Postmaster General, along substituted wires to be provided by the Company at their own expense, to the satisfaction in all respects of the Postmaster General:

Compensation by Company to Postmaster General, and penalty.

Subject to the provisions of this section, the Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to or sustains by reason of any such alteration, removal, or other interference with any telegraph post, wire, apparatus, or work of the Postmaster General causing any interruption of or impediment to postal telegraphic communication; and the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or



impediment continues. The amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown, and be recoverable accordingly, with costs, or the same may be recovered, with costs, on behalf of the Postmaster General, as a penalty is recoverable from the Company :

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Nothing in this Act relating to Her Majesty's Postmaster General shall take away, abridge, or prejudicially affect any right, power, estate, or interest of the Postmaster General or of the Company under or by virtue of the Telegraph Act, 1868, or any agreement between the Company and the Postmaster General.

Saving for Telegraph Act and agreements.

7. The Company on the one hand and the Gwendraeth Valleys Railway Company on the other hand may from time to time (subject to the provisions of Part III. of the Railways Clauses Act, 1863, as amended or varied by the Regulation of Railways Act, 1873) enter into agreements with respect to the following matters, or any of them ; namely,

As to working agreements with the Gwendraeth Valleys Railway Company.

The working, use, management, and maintenance by the Company of the railways and works of the Gwendraeth Valleys Railway Company, or any part thereof ;

The supply, under any agreement for the railways being worked and used by the Company, of rolling stock and machinery necessary for the purposes of such agreement, and of officers and servants for the conduct of the traffic of the railways and works of the Gwendraeth Valleys Railway Company ;

The payments to be made and the conditions to be performed with respect to such working, use, management, and maintenance ;

The interchange, accommodation, and conveyance of traffic coming from or destined for the respective undertakings of the contracting Companies, and the division and appropriation of the revenue arising from such traffic.

8. The agreement, dated the twentieth day of April one thousand eight hundred and seventy-seven, between the Company of the one part, and the Burry Port and North-western Junction Railway Company of the other part, a copy of which is contained in the schedule to this Act, is hereby confirmed and made binding upon the Companies parties thereto.

Confirmation of agreement in schedule.

9. The Company shall not, out of any money which they are by any Act authorised to raise, pay or deposit any sum of money which, by any standing order of either House of Parliament now in

Deposits for future Bills not to be paid out of

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in respect of any application to Parliament for the purpose of  
Company's obtaining an Act authorising the Company to construct any railway,  
capital. or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general Acts. **10.** Nothing herein contained shall be deemed or construed to exempt the Company or the railways of the Company from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or the rates for small parcels, authorised to be taken by the Company.

Expenses of Act. **11.** 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 Company.



SCHEDULE referred to in the foregoing Act.

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AN AGREEMENT made and entered into this twentieth day of April one thousand eight hundred and seventy-seven, between the Burry Port and Gwendreath Valley Railway Company, hereinafter called the Burry Port Company, of the one part, and the Burry Port and North-western Junction Railway Company, hereinafter called the North-western Company, of the other part.

WHEREAS the Burry Port Company have, under the powers of the Kidwelly and Burry Port Railway Act, 1865, constructed a line of railway from the Burry Port Harbour, in the parish of Pembrey, in the county of Carmarthen, to Pontyberem, in the parish of Llanelly, in the same county, at a point shown in the deposited plan No. 1, referred to in the said Act as eleven miles four furlongs, and the same Company have power to continue their line of railway up to the Mountain Branch of the Llanelly Railway, in the parish of Llanarthney, in the same county, and have purchased all the land required for the purpose: And whereas the Burry Port Company are promoting in the present session of Parliament a Bill to extend the time granted to the Burry Port Company for the completion of the said railway and works, and for other purposes: And whereas the North-western Company are authorised by "The Burry Port and North-western Junction Railway Act, 1876," to construct a line of railway, commencing in the parish of Llanon by a junction with the Burry Port and Gwendreath Valley Railway, and terminating in the parish of Llanarthney by a junction with the railway of the Central Wales and Carmarthen Junction Railway, and it is by section 44 of the said Act enacted that the Companies parties hereto (with the sanction of the shareholders and stockholders as therein mentioned) might enter into agreements for the transfer to the North-western Company of all lands acquired by the Burry Port Company for the purpose of all or any of the railways authorised by the Kidwelly and Burry Port Railway Act, 1865, lying to the north or east of the point shown on the deposited plans referred to in the said Act as eleven miles and thirty-seven chains from the commencement of Railway No. 1 thereby authorised, and for the exercise by the North-western Company of the rights, powers, and privileges conferred by the said Act on the Burry Port Company in relation to the said portion of railway, or of any of such rights, powers, and privileges; provided that, in the event of any such agreement, the North-western Company should also be subject to the duties and liabilities imposed by the said Act upon the Burry Port Company in relation to the same portion of railway, and that the North-western Company might,

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1. The Burry Port Company will, on or before the first July next, construct their railway from the point where the same now terminates to the point of junction with the railway of the North-western Company at Cwmmawr, and complete and open the same fit for traffic.
2. In the event of the Burry Port Company not so constructing, completing, and opening the said portion of their railway, the North-western Company may, at any time before the first of April one thousand eight hundred and seventy-nine, or after that day (if they have previously entered into a bonâ fide contract for the construction and completion thereof by the first of August one thousand eight hundred and seventy-nine), at their own cost, construct the same on the land of the Burry Port Company, or the part thereof which shall not have been so constructed, completed, and opened, and in that case the North-western Company shall be at liberty to enter on the land between the said points, and the Burry Port Company will exercise the rights, powers, and privileges conferred on them by the said Act of 1865 in relation to the said portion of railway, so as to enable the North-western Company to complete the same: Provided always, that if the North-western Company shall not have completed the said railway by the said first day of August one thousand eight hundred and seventy-nine, to the satisfaction, in case of dispute between the parties hereto, of the district engineer for the time being of the London and North-western Railway Company or of the Great Western Railway Company, the Burry Port Company shall be at liberty, by notice in writing, to determine this agreement, and to enter upon and complete the works in such manner as they shall think fit, and the cash cost of whatever works shall at the time of such notice have been executed by the



North-western Company on the land of the Burry Port Company shall be paid for by the Burry Port Company to the North-western Company in cash, with interest at the rate of five pounds per centum per annum, if the North-western Company complete their own line within the time limited by their Act of 1876, or in third preference shares of the Burry Port Company, at twenty-five pounds per centum discount, under the provisions of clause 6 of this agreement, if they do not so complete their railway.

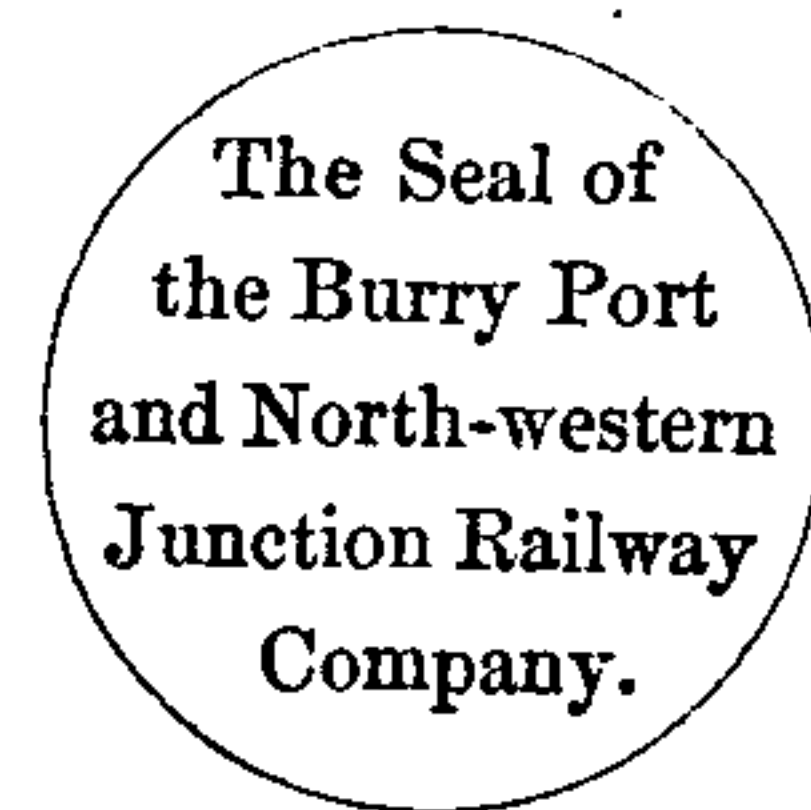
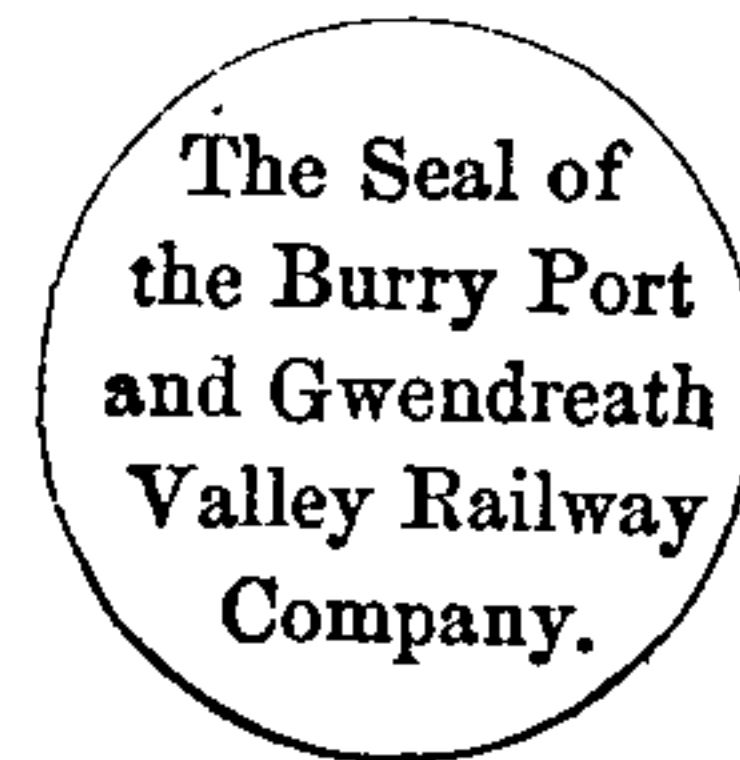
3. The cost of construction of such portion of railway by the North-western Company shall not exceed the actual cash price, to be made out and estimated from the plans and drawings of Mr. H. Robinson, as delivered to the Burry Port Company in the year one thousand eight hundred and sixty-nine. And in case of difference or disagreement between the parties hereto in estimating such cost accordingly, the same shall be referred to the district engineer for the time being of the London and North-western Railway Company or the Great Western Railway Company.
4. So soon as the North-western Company shall have completed and opened for traffic their line of railway authorised by the said Act of 1876, the tolls and charges arising from or payable in respect of the said portion of railway which shall have been constructed and completed by them on the land of the Burry Port Company under paragraph 2 shall, if no notice to determine this agreement has been given by the Burry Port Company as aforesaid, be received by the Burry Port Company, and shall, after deducting the costs of maintenance and working, be paid by them to the North-western Railway Company until that Company shall be repaid and recouped the cost of such construction and completion, with interest thereon at five pounds per centum, and after such repayment the said tolls and charges will belong to the Burry Port Company: Provided that until the whole of the line of the North-western Company shall be opened for traffic the said tolls and charges shall be retained by and belong to the Burry Port Company.
5. The Burry Port Company to have the right at any time to repay to the North-western Company the whole amount expended by the North-western Company in constructing the said portion of railway, with interest at five pounds per centum, and to redeem the said tolls and charges thereof.
6. In the event of the North-western Company not completing and opening their line within the time limited by their Act of 1876, they shall accept payment for the amount expended by them in third preference shares of the Burry Port Company, at twenty-five discount, at the option of the Burry Port Company.
7. The money authorised to be subscribed and raised by sections 44 and 45 of the said Burry Port and North-western Junction Railway Act

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may be applied to the construction of the works which by this agreement the North-western Company have agreed to construct in the events aforesaid.

Subject to the approval of Parliament, this agreement shall be scheduled to and confirmed by the said Bill now being promoted by the Burry Port Company as aforesaid. In witness whereof the Companies parties hereto have hereunto caused their respective common seals to be affixed the day and year first above written.



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LONDON : Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1877.