



CHAPTER cxxi.

An Act to extend the time for the completion of the North Pembrokeshire and Fishguard Railway and to authorise the construction of new Railways in the Counties of Pembroke and Carmarthen and for other purposes. [6th July 1895.] A.D. 1895.

WHEREAS by the Rosebush and Fishguard Railway Act 1878 (in this Act called "the Act of 1878") a Company (therein called the Rosebush and Fishguard Railway Company and in this Act called "the Company") were incorporated for making and maintaining a Railway (in this Act called "the original line") from the Narberth Road and Maenclochog Railway at Rosebush to Fishguard :

And whereas by the Act of 1878 the time for the completion of the original line was limited to five years from the passing of that Act :

And whereas by the Rosebush and Fishguard Railway Act 1881 (in this Act called "the Act of 1881") the Company were authorised to make and maintain a deviation of part of the original line and to abandon so much of the original line as would be rendered unnecessary by the construction of such deviation and by that Act the time limited by the Act of 1878 for the completion of so much of the original line as lay between the Fishguard end of the said deviation railway and Fishguard (herein-after called "the Fishguard section of the original line") was extended for three years from the eighth day of August one thousand eight hundred and eighty-one :

And whereas by the Act of 1881 the time for the completion of the deviation railway thereby authorised was limited to three years from the passing of the same Act which received the Royal Assent on the eleventh day of August one thousand

A.D. 1895. eight hundred and eighty-one and the Company were authorised to purchase the Narberth Road and Maenclochog Railway which now forms part of the undertaking of the Company :

And whereas by the North Pembroke and Fishguard Railway Act 1884 (in this Act called "the Act of 1884") the times respectively limited as aforesaid for the completion of the deviation railway authorised by the Act of 1881 and the Fishguard section of the original line were extended for three years respectively from the eighth day of August one thousand eight hundred and eighty-four and the name of the Company was changed to the North Pembroke and Fishguard Railway Company :

And whereas by the North Pembroke and Fishguard Railway Act 1886 (in this Act called "the Act of 1886") the Company were authorised to make and maintain a deviation and to abandon so much of the original line as would be rendered unnecessary by the construction of such deviation and by that Act the time limited by the Act of 1884 for the completion of the original line with the said deviations was extended for three years from the twenty-fifth day of September one thousand eight hundred and eighty-six and the period limited by the Act of 1878 as amended by the Act of 1881 and the Act of 1884 for the completion of the portion of the Fishguard section of the original line which was not abandoned was extended to five years from the twenty-fifth day of September one thousand eight hundred and eighty-six :

And whereas by the North Pembroke and Fishguard Railway Act 1892 (in this Act called "the Act of 1892") the time for the completion of the deviation railway authorised by the Act of 1886 and the Fishguard section of the original line was extended for three years from the twenty-fourth day of June one thousand eight hundred and ninety-two :

And whereas the Company have completed and opened the portion of the railway from Rosebush to Letterstone but owing to unforeseen difficulties they were unable to complete the same within the time limited in that behalf by the Act of 1892 and it is expedient that such time should be extended :

And whereas it is expedient that the Company should be authorised to make and maintain the loop railway and extension railways and works herein-after described :

And whereas it is expedient that the Company should be

authorised to raise further capital for the purposes of this Act and for the general purposes of their undertaking : A.D. 1895.

And whereas it is expedient that the Company and any company or person working or using the railways of the Company should be authorised to run over and into and use the portions of railways and stations herein-after mentioned :

And whereas it is expedient that the other provisions herein-after contained should be made :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

And whereas plans and sections showing the lines and levels of the loop railway and extension railways and works authorised by this Act and the lands in or through which the same are intended to be made and plans of the lands which are authorised to be acquired under the powers of this Act and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands have as regards such of the railways works and lands as are intended to be constructed in or are situate in the county of Pembroke been deposited with the clerk of the peace for the county of Pembroke at his office at Haverfordwest and have as regards such of the railways works and lands as are intended to be constructed in or are situate in the county of Carmarthen been deposited with the clerk of the peace for the county of Carmarthen at his office at Llandovery and have as regards such of the railways works and lands as are intended to be constructed in or are situate in the county of the borough of Carmarthen been deposited with the clerk of the peace for the county of the borough at his office at Carmarthen and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively :

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

1. This Act may be cited as the North Pembrokeshire and Fishguard Railway Act 1895. Short title.

2. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 Parts I. and II. (relating respectively to the construction of a railway and to extension of time) and Part III. Incorporation of General Acts.

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Railway Act, 1895.

A.D. 1895. (relating to working agreements) of the Railways Clauses Act 1863 are (except where the same are expressly varied by this Act) incorporated with and form part of this Act.

Extending certain provisions of the Companies Clauses Acts.

3. Subject to the provisions of this Act the provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (that is to say) :—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The borrowing of money by the Company on mortgage or bond ;

The conversion of borrowed money into capital ;

The consolidation of shares into stock ;

The making of dividends ;

The giving of notices ; and

The provision to be made for affording access to the special Act by all parties interested ;

and Part I. (cancellation and surrender of shares) and Part II. (additional capital) of the Companies Clauses Act 1863 are incorporated with and form part of this Act.

Interpretation.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the Company" means the Company and the expression "the railway" means the loop railway and extension railways and works by this Act authorised and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partly incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

Extension of time for completion of railway.

5. The time limited for the completion of the deviation railway authorised by the Act of 1886 and of the Fishguard section of the original line is hereby extended for a period of three years from the twenty-fourth day of June one thousand eight hundred and ninety-five and at the expiration of that period

the powers of the Company for making and completing the said railways or otherwise in relation thereto shall cease except as to so much thereof as shall be then completed. The said extended period shall with reference to the respective deposit funds be deemed to be the period limited for the completion of the said railways by the Act in this section mentioned. A.D. 1895.

6. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the loop railway and extension railways and other works herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon and take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes :— Power to
make new
railways.

LLANDILO LOOP RAILWAY.

A railway to be called the Llandilo Loop Railway 5 miles 3 furlongs in length commencing in the parish of Maenclochog in the county of Pembroke by a junction with the North Pembrokeshire and Fishguard Railway at a point two hundred and thirty-three yards or thereabouts measured in a south-easterly direction from the crossing on the level by the said railway of the public road leading from Henry's Moat to Maenclochog and terminating in the parish of Llanycefn in the county of Pembroke by a junction with the North Pembrokeshire and Fishguard Railway at a point thirty-three yards or thereabouts north of the north end of the Stone Arch Bridge carrying the said railway over the Eastern Cleddau River.

NARBERTH AND CARMARTHEN EXTENSION RAILWAYS.

A Railway (No. 1) 4 miles 3 furlongs 1 chain in length commencing in the parish of Egremont in the county of Carmarthen by a junction with the North Pembrokeshire and Fishguard Railway at a point twenty-two yards or thereabouts north of the bridge carrying the public road leading from Egremont to Llandissilio West over the said railway at Beag and terminating in the parish of Lampeter Velfrey (detached) in the county of Pembroke by a junction with the commencement of Railway No. 2 :

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A Railway (No. 2) 8 miles 4 furlongs in length commencing in the parish of Lampeter Velfrey (detached) in the county of Pembroke by a junction with the last described railway at a point in a field numbered 2 on the 1-2500 Ordnance Map of the said parish thirty-three yards or thereabouts north of the fence separating the fields numbered 2 and 3 on the 1-2500 Ordnance Map and thirty yards or thereabouts west of the stream known as Afon Marlais which forms the eastern boundary of the said field No. 2 and terminating in the parish of Eglwys Cymmyn in the county of Carmarthen at a point in a field numbered 496 on the 1-2500 Ordnance Map of the said parish near the fence forming the north-eastern boundary of the said field at a point measured along such fence in a south-easterly direction two hundred and ten yards or thereabouts from the entrance gate to the rectory at Eglwys Cymmyn :

A Railway (No. 3) 9 miles 3 furlongs 6.30 chains in length commencing in the parish of Eglwys Cymmyn in the county of Carmarthen by a junction with the last described railway at the termination thereof and terminating in the parish of Merthyr in the county of Carmarthen by a junction with the Great Western Railway (South Wales Railway) at a point thereon one hundred and ten yards or thereabouts west of the booking office at Sarnau Station on the said railway :

A Railway (No. 4) 4 miles 2 furlongs 9.40 chains in length commencing in the parish of Merthyr in the county of Carmarthen by a junction with the railway last described at a point thereon at the eastern side of the road leading from Hobb's Point to Carmarthen fifteen yards or thereabouts south of the bridge carrying the Great Western Railway over the said road and terminating in a field No. 988 on the 1-2500 Ordnance Map in the parish of Saint Peter in the county of the borough of Carmarthen at a point on the railway to be next described one hundred and seventy yards or thereabouts east of the Bridge near Cillefwr carrying the road leading from Llangunnock by Alltynap to Carmarthen over the Great Western Railway (South Wales Railway) and nineteen yards or thereabouts north of the northern boundary fence of the said Great Western Railway :

A Railway (No. 5) 3 miles 0 furlongs 1.50 chains in length commencing in the parish of Saint Peter in the county of the borough of Carmarthen by a junction with the Great Western Railway (South Wales Railway) at the eastern face

of the bridge near Cillefwr carrying the road leading from Llangunnoch by Alltynap to Carmarthen over the Great Western Railway and terminating in the parish of Abergwili in the county of Carmarthen by a junction with the London and North Western Railway (Central Wales and Carmarthen Junction Railway) at a point thereon four hundred yards or thereabouts west of the booking-office of the Abergwili Station on the said railway:

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A Railway (No. 6) 7 furlongs 4 chains in length commencing in the parish of Castelldwyran in the county of Carmarthen by a junction with the Great Western Railway (South Wales Railway) at a point thereon one hundred and seventy-three yards or thereabouts to the east of the booking-office of the Clynderwen Station on the said railway and terminating in the parish of Llandewi Velfrey in the county of Pembroke by a junction with the proposed Railway No. 1 already described at a point thereon in a field No. 1079 on the 1-2500 Ordnance Map of the said parish eighteen yards or thereabouts east of the western corner of the said field.

7. The following provisions for the protection of the London and North Western Railway Company (herein-after called "the North Western Company") shall (unless otherwise agreed) apply and have effect:—

For the protection of the London and North Western Railway Company.

(1) The Company shall construct the Railway No. 5 and the works connected therewith by this Act authorised so far as the same may pass over, adjoin or affect the Central Wales and Carmarthen Junction Railway and the lands or works of the North Western Company in such lines within the limits of deviation shown on the deposited plans as shall be approved by Francis Stevenson or other the principal engineer for the time being of the North Western Company (herein-after referred to as "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the North Western Company and so as in no way to obstruct, impede or interfere with the free and uninterrupted and safe use of the said railway of the North Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction:

(2) The Company shall carry Railway No. 5 where the same is

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intended to cross over the said Central Wales and Carmarthen Junction Railway and the lands or property belonging to or used by the North Western Company at or near the crossing thereof by means of a wrought iron or steel girder bridge of a clear span of not less than fifty-two feet measured on the square and with a clear headway throughout of not less than fifteen feet above the upper surface of the rails at the said point of crossing and the Company shall for ever maintain such headway :

(3) The junction of Railway No. 5 with the said Central Wales and Carmarthen Junction Railway of the North Western Company shall be only at such a point within the limits of deviation as shall be approved by the said principal engineer :

(4) If by reason of the construction of Railway No. 5 hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railway of the North Western Company the same shall be so added to or altered by the North Western Company and the reasonable expense thereof shall be repaid to that Company by the Company :

(5) The Company shall construct the said Railway No. 5 where the same shall pass over the said railway of the North Western Company and all the works both temporary and permanent necessary and incident to the construction thereof as far as they affect the property and works of the North Western Company in accordance with the provisions of this section and according to the plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said portion of railway or enter upon or interfere with any land works or property belonging to or used by the North Western Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said portion of railway and the said works shall be constructed according to plans and specifications to be submitted to and approved (subject however to the special provisions of

this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the North Western Company by the President for the time being of the Institution of Civil Engineers :

- (6) The said portion of Railway No. 5 and all works necessary or incident to the construction thereof or affecting the property or works of the North Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the satisfaction of the said principal engineer :
- (7) The Company shall not except with the previous consent of the North Western Company under their common seal purchase or acquire any lands or property of the North Western Company but the Company may purchase and take and the North Western Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter Company as may be necessary for the construction of the said portion of railway in accordance with the provisions of this section :
- (8) During the construction of the said portion of railway across and adjoining and near to or affecting the railway property and works of the North Western Company the Company shall bear and on demand pay to that Company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that Company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :
- (9) The Company shall at all times maintain the said portion of railway and all the works connected therewith and incident thereto by which the said railway shall be carried across and adjoin the railway works and lands of the North Western Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think

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requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of expenditure shall be repaid to the North Western Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction :

(10) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages and expenses which may be occasioned to that Company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railways and the works in connection therewith or of any act default or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act default or omission :

(11) If in the opinion of the North Western Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the North Western Company to purchase or pay compensation for any minerals required to be left unworked for the protection of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the North Western Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided :

(12) If any difference shall arise between the respective engineers of the Company and the North Western Company as to the reasonableness of the plans sections and specifications herein-before provided for or as to the purchase or compensation of mines herein-before provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution

of Civil Engineers on the application of the Company or the North Western Company : A.D. 1895.

- (13) The Company and the North Western Company may agree for any variation or alteration upon and within the lands belonging to them respectively in the works in this section provided for or in the manner in which the same shall be executed.

8. For the protection of the Great Western Railway Company (in this section called "the Great Western Company") the following provisions shall have effect (that is to say) :— For the protection of the Great Western Railway Company.

- (1) The Company shall not enter upon or interfere with the railways of the Great Western Company or any of the lands or works of that Company or execute any works whatever under or over or affecting the same until the Company shall have delivered to the Great Western Company plans sections and drawings of such intended works and those plans sections and drawings shall have been approved in writing by the principal engineer for the time being of the Great Western Company or in the event of his failure for twenty-one days after the delivery of the plans sections and drawings to approve the same until the same shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans sections and drawings and to the reasonable satisfaction of the said principal engineer and in case of difference of an engineer to be appointed by the Board of Trade :

- (2) In constructing Railway No. 4 over the South Wales Railway the bridge carrying the said Railway No. 4 shall not be constructed nearer to the public road level crossing at Sarnau Station than twenty chains measured along the said South Wales Railway in a westerly direction and the said Railway No. 1 where it passes under the said South Wales Railway shall be carried under the same by means of an arch or bridge of such a length as shall enable two additional lines of rails being laid over it by the Great Western Company and Railway No. 4 where it is intended to cross over the said South Wales Railway shall be carried over the said railway and works by means of a bridge of sufficient width to admit of two additional lines of rails being laid thereon by the Great Western Company if and when desired by them

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and of a height of not less than 14 feet 6 inches and the said Railway No. 5 where it is intended to cross over the Carmarthen and Cardigan Railway of the Great Western Company shall be carried over that railway and works by means of a bridge of sufficient width to admit of an additional line of rails being laid thereon by the Great Western Company if and when desired by them and of a height of not less than 14 feet 6 inches and the whole of such crossings shall be effected in such a manner as not to injure the stability of the railways and works of the Great Western Company in any way whatever and should it be necessary in constructing any of the said railways or in consequence of the construction thereof for the Great Western Company to alter or remove the telegraph posts and wires on or connected with their said railways or any of them at or near to the said crossings or junctions the Company shall bear and on demand pay to the Great Western Company the expense of and connected with such alteration and removal and of restoring the same to their former or placing them in different positions or of substituting other telegraph posts and wires therefor and the Great Western Company may at any time or times thereafter upon giving one month's notice to the Company and without being required to pay any sum of money by way of acknowledgment for the easement which may be required for the purpose construct and thereafter maintain at their own expense any widening of their South Wales Railway where crossed by the said Railway No. 1 to such an extent as may be necessary to enable them to carry two additional lines of rails over the said Railway No. 1 but so nevertheless as not to injure such railway or to interfere with the traffic thereof:

(3) The arch or bridge constructed by the Company and the incidental works connected therewith for carrying the said Railway No. 1 under the said South Wales Railway shall from and after the completion thereof and subject and without prejudice to the duty and obligation of the Company for ever thereafter at their own expense to uphold and maintain the same in good and sufficient repair and otherwise in respect thereof be the property of the Great Western Company and be deemed part of the structure of their said railway:

(4) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of the railways by

this Act authorised under over and adjacent to the Great Western Company's Railways of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching their railways and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company or their contractors with reference thereto :

(5) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railways or to any Company or persons using the same or otherwise during the execution or renewal or by reason of the failure of any of the intended works or of delay to the traffic on their railways or of any act default or omission of the Company or of any persons in their employ or of their contractors and the Company shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission :

(6) Every arch bridge or other work constructed by the Company by which any railway by this Act authorised shall be carried over or under any railway of the Great Western Company shall at all times be maintained by the Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the principal engineer of the Great Western Company and if and whenever the Company fail so to do after one month's notice from the Great Western Company for that purpose or in case of urgency without any notice being required the Great Western Company may make and do in and upon as well the land of the Company as their own lands all such works and things as shall be requisite in that behalf for executing such repairs and the sum from time to time certified by their engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to the Great Western Company by the Company and in default of full repayment the amount due may be recovered with full costs by the Great Western Company from the Company in any court of competent jurisdiction :

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(7) In constructing the railways and junctions respectively by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the railways of the Great Western Company or any of them and if by reason of any works or proceedings of the Company there shall be any unnecessary obstruction or interference with the said railways of the Great Western Company or any of them so as to impede or prevent the convenient passage of engines and carriages along the said railways or any of them the Company shall make good to the Great Western Company any loss they may sustain by reason of any such obstruction or interference:

(8) Except for the purpose of the crossings of Railways Nos. 1 4 and 5 and for the junctions of Railways Nos. 3 5 and 6 respectively with the railways of the Great Western Company and which junctions or the substituted junctions herein-after referred to are to be maintained and worked at the expense and risk of the Company the Company shall not under the powers of this Act take or acquire any land of the Great Western Company or any right in or over the same and save as aforesaid nothing in this Act contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any lands of the Great Western Company or to alter vary or interfere with the railways of that Company or any of them or with any of the works thereof further or otherwise than is necessary except as aforesaid for the construction and maintenance of the crossings and junctions of the railways by this Act authorised without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company which the Company are by this Act from time to time authorised to purchase take use enter upon or interfere with for the purpose of such crossings or otherwise the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using such lands in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same and the provisions of this Act and of the Acts incorporated with this Act shall be construed and apply accordingly and the provisions of the Lands Clauses Acts with respect to lands shall extend and

apply to such easement or right of using so far as such provisions are not inconsistent with this enactment: A.D. 1895.

(9) The Great Western Company may at their own expense at any time or times hereafter should it be necessary for them to do so alter or remove the junctions or any of them by this Act authorised with their railways and substitute a new junction or junctions therefor but so as such alteration or removal or substituted junction or junctions as the case may be shall not stop the traffic of the railway so interfered with or unnecessarily interfere therewith or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction or junctions as the case may be or the signals works and conveniences connected therewith:

(10) The Company shall pay to the Great Western Company by way of purchase or compensation for the rights and easements to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement:

(11) If in the opinion of the Great Western Company and of the Company or in case of difference between them and the Company of an arbitrator to be appointed as herein-after provided it shall be necessary for the Great Western Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the Great Western Company all reasonable costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as herein-after provided:

(12) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them not being a dispute under sub-sections (1) and (10) of this section 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

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either party by the President for the time being of the Institution of Civil Engineers in London the cost of such arbitration to be in the discretion of such arbitrator.

For the protection of the Pembroke and Tenby Railway Company.

9. The following provisions for the protection of the Pembroke and Tenby Railway Company (herein-after called "the Tenby Company") shall (unless otherwise agreed) apply and have effect:—

(1) The Company shall carry Railway No. 2 where the same is intended to cross over the said Pembroke and Tenby Railway and the lands or property belonging to or used by the Tenby Company at or near the crossing thereof by means of a wrought iron or steel girder bridge of a clear span of not less than fifty-two feet measured on the square and with a clear headway throughout of not less than fifteen feet above the upper surface of the rails at the said point of crossing and the Company shall for ever maintain such headway:

(2) The Company shall construct the said Railway No. 2 where the same shall pass over the said railway of the Tenby Company and all the works both temporary and permanent necessary and incident to the construction thereof as far as they affect the property and works of the Tenby Company in accordance with the provisions of this section and according to the plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the principal engineer of the Tenby Company and the Company shall not commence the construction of the said portion of railway or enter upon or interfere with any land works or property belonging to or used by the Tenby Company until such plans sections and specifications have been so submitted and approved. Provided always that if the said principal engineer shall for the period of twenty-one days neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said portion of railway and the said works shall be constructed according to plans and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the

Tenby Company by the President for the time being of the Institution of Civil Engineers: A.D. 1895.

- (3) The said portion of Railway No. 2 and all works necessary or incident to the construction thereof or affecting the property or works of the Tenby Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer :
- (4) The Company shall not except with the previous consent of the Tenby Company under their common seal purchase or acquire any lands or property of the Tenby Company but the Company may purchase and take and the Tenby Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter Company as may be necessary for the construction of the said Railway No. 2 in accordance with the provisions of this section and no land of the Tenby Company shall be taken except for the purposes of the bridge and abutments thereof :
- (5) During the construction of the said Railway No. 2 adjoining and near to or affecting the railway property and works of the Tenby Company the Company shall bear and on demand pay to that Company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that Company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :
- (6) The Company shall at all times maintain the said portion of railway and all the works connected therewith and incident thereto by which the said Railway No. 2 shall be carried across and adjoin the railway works and lands of the Tenby Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the Tenby Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of expenditure shall be

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repaid to the Tenby Company by the Company and in default may be recovered by them from the Company with full costs in any court of competent jurisdiction :

(7) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Tenby Company all costs, losses, damages and expenses which may be occasioned to that Company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railway and the works in connection therewith or any default or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Tenby Company and from all claims and demands upon or against them by reason of such execution or failure and of such act default or omission :

(8) If any difference shall arise between the respective engineers of the Company and the Tenby Company as to the reasonableness of the plans sections and specifications herein-before provided for or as to any other matters arising under this section or as to the purchase or compensation of mines herein-before provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institute of Civil Engineers on the application of the Company or the Tenby Company :

(9) The Company and the Tenby Company may agree for any variation or alteration upon and within the lands belonging to them respectively in the works in this section provided for or in the manner in which the same shall be executed.

Period for
completion
of railways.

10. If the loop railway and extension railways herein-before authorised by this Act are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted for making and completing the said railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Power to
take ease-
ments &c.
by agree-
ment.

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 Company 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 or any of the purposes of their undertaking in over or affecting any such lands; and the provisions of the said Acts with respect to lands and rent-charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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12. The powers 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 compulsory purchase of lands.

13.—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or have been since that date or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

Restrictions on displacing persons of labouring class.

(a) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(b) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme:

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons

A.D. 1895. residing in the houses in respect of which the scheme is made are displaced :

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit :

(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the High Court :

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it think fit reduce such penalty :

(6) For the purpose of carrying out any scheme under this section such scheme shall for all purposes be deemed to be an undertaking of the Company and the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act :

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of

such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking : A.D. 1895.

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit :

(8) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any Railway Company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section :

(9) The Local Government Board may direct any inquiries to be held by their inspectors which the board may deem necessary in relation to any scheme under this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that board under the Public Health Act 1875 :

(10) The Company shall pay to the Local Government Board a sum to be fixed by that board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that board not exceeding three guineas a day for the services of such inspector :

(11) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section

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be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate:

(12) For the purposes of this section the expression "labouring class" 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 such persons who may be residing with them.

Owners may be required to sell parts only of certain lands and buildings.

14. And whereas in the construction of the railway or otherwise in exercise of the powers of this Act it may happen that portions only of the lands houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described or referred to in the Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrator or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise. If for twenty-one days after the service of notice to sell and convey any portion or portions of the said property any owner or such other person shall fail to notify to the Company that

he alleges such portion or portions cannot be severed from the remainder of the property without causing the material detriment mentioned then the Company may proceed to take such portion or portions only but if within such twenty-one days he shall by notice to the Company allege that such portion or portions cannot be severed from the remainder without causing such material detriment as aforesaid then the tribunal to whom the question of disputed compensation shall be submitted shall determine the matter of the said allegation in addition to the other questions required to be determined by them : A.D. 1895.

Provided always that if in the opinion of such tribunal any such portion or portions cannot be severed from the remainder of such property without material detriment thereto the Company may withdraw their notice to treat for the portion or portions of the property required by them and thereupon they shall pay to the owners of and other persons interested in the property in respect of which they have given notice to treat all costs charges and expenses reasonably and properly incurred by them in consequence of such notice :

Provided also that if in the opinion of such tribunal any such portion or portions can notwithstanding the allegation of such owners or other persons be severed from the remainder without such material detriment then such tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by such owners or other persons incident to the arbitration or inquiry shall be borne and paid by such owners or persons :

The provisions of this section shall be stated in every notice given thereunder by the Company to sell and convey any premises.

15. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railway it may be necessary to underpin or otherwise strengthen such houses and buildings Therefore the Company at their own costs and charges may and if required by the owners and lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

Company
empowered
or may be
required to
underpin or
otherwise
strengthen
houses near
railway &c.

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :

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- (2) Every such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade :
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The cost of the reference shall be in the discretion of the referee :
- (6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :

(8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the 68th section of the Lands Clauses Consolidation Act 1845 or under any other Act : A.D. 1895.

(9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :

(10) Nothing in this section shall repeal or affect the application of the 92nd section of the Lands Clauses Consolidation Act 1845.

16. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed twenty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land so taken. Lands for extraordinary purposes.

17. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connection therewith respectively (that is to say) :— Inclination of roads.

No. on Deposited Plans.	Parish.	Description of Road.	Intended Inclination.
LLANDILO LOOP RAILWAY.			
9	Maenclochog - - -	High Road - -	1 in 18
53	Llanycefn - - -	High Road - -	1 in 10
NARBERTH AND CARMARTHEN EXTENSION RAILWAYS.			
RAILWAY No. 2.			
71	Lampeter Velfrey - -	Public Highway -	1 in 7
RAILWAY No. 5.			
211	St. Peter Carmarthen -	Public Road - -	1 in 7½

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 Height and
 span of
 bridges.

18. The Company may make the arches of the bridges for carrying the railways over the roads next herein-after mentioned of any heights, and spans, not less than the heights and spans herein-after mentioned in connection therewith respectively (that is to say) :—

No. on Deposited Plans.	Parish.	Description of Road.	Height.	Span.
LLANDILO LOOP RAILWAY.				
9.	Maenclochog	High Road	15 feet	20 feet.
NARBERTH AND CARMARTHEN EXTENSION RAILWAYS.				
RAILWAY No. 1.				
1	Castell-dwyran	Public Highway	15 feet	20 feet.

Widths of
 certain road-
 ways.

19. The Company may make the roadway over the bridges by which the following roads will be carried over the railways of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connection therewith respectively (that is to say) :—

No. on Deposited Plans.	Parish.	Description of Roadway.	Width of Roadway.
Llandilo Loop. 53	Llanycefn	High Road	15 feet.
Narberth and Carmarthen Extension. Railway No. 1. 27	Egremont	Public Highway	15 feet.
6	Grondre	Public Highway	20 feet.
Railway No. 2. 92	Lampeter Velfrey	Public Highway	20 feet.
Railway No. 3. 7	Laugharne	Public Highway	20 feet.
28	Laugharne	Public Highway	20 feet.
65	Laugharne	Public Highway	15 feet.
32	Llanfihangel-Abercowin	Public Highway	15 feet.
77	Llanfihangel-Abercowin	Public Highway	15 feet.
Railway No. 5. 211	St. Peter Carmarthen	Public Road	15 feet.
Railway No. 6. 10	Castell-dwyran	Public Highway	15 feet.

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20. The Company may divert the public highway referred to in the next following table in the manner shown upon the deposited plans and sections and when and as the new portion of the road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of that road (that is to say) :—

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 Power to divert road as shown on deposited plans.

Railway.	Parish.	No. of Road on Plan.
Llandilo Loop - - -	Maenclochog - - -	9

And when and so soon as such portion of the said road is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company Provided that no such portion of road shall be stopped up unless the Company are owners in possession of all houses and lands in the road or except so far as the owners lessees and occupiers of such houses and lands may otherwise agree.

21. Subject to the provisions of the Lands Clauses Consolidation Act 1845 with respect to the sale of superfluous lands the Company may from time to time sell lease or otherwise dispose of in such manner for such consideration and on such terms and conditions as they think fit and in case of sale either in consideration of a gross sum or of an annual rent or of any payment in any other form any lands or buildings or any interest in any lands or buildings acquired or provided by them under this Act and not required for the purposes of the undertaking and may make execute and do any deed act or thing proper for effectuating any such sale lease or other disposition.

Power to dispose of lands not required.

22. Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of nineteen thousand nine hundred and seventy pounds three shillings and seven pence equal to five per centum upon the amount of the estimate in respect of the railway has

Deposit money not to be repaid except so far as railway is opened.

A.D. 1895. been deposited with the Paymaster General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act (which sum is referred to in this Act as "the deposit fund") :

Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is referred to in this Act as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for the public conveyance of passengers and if the Company shall make default in so opening the railway the deposit fund shall be applicable and shall be applied as provided by the next following section :

Provided that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

23. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected

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to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors Provided that until the deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

24. The Company may demand and take for the use of the railway by any other Company or person with engines and carriages such reasonable tolls as they think fit.

25. The classification of merchandise traffic including perishable merchandise by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the Schedule to the London and North Western Railway Company (Rates and Charges) Order Confirmation Act 1891 shall be applicable and apply to the Company as if it were one of the railway companies named in the Order confirmed by the said Act Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

26. For the conveyance on the railway of small parcels not exceeding five hundred pounds in weight by passenger train other than consignments of perishable merchandise exceeding fifty-six pounds in weight the Company may demand and take any charges not exceeding the following (that is to say) :—

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For any parcel not exceeding seven pounds in weight three-pence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit;

Provided that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages.

Passengers' luggage.

27. Every passenger travelling upon the railway may take with him his ordinary luggage, not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof.

Maximum rates for passengers.

28. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway including every expense incidental to such conveyance shall not exceed the following (that is to say) :—

For every passenger conveyed in a first-class carriage three-pence per mile;

For every passenger conveyed in a second-class carriage twopence per mile;

For every passenger conveyed in a third-class carriage one penny per mile;

For every passenger conveyed on the railway for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

Foregoing charges not to apply to special trains.

29. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary

and express trains appointed from time to time by the Company for the conveyance of passengers upon the railway. A.D. 1895.

30. The Company and any company or persons working or using the railway of the Company or any part thereof by agreement or otherwise may run over and use with their engines carriages and wagons and officers and servants for the purposes of traffic of every description the portions of railways and stations works and conveniences next herein-after mentioned (that is to say) :— Power to use portions of other rail-ways.

So much of the Great Western Railway (South Wales Railway) as lies between the junction therewith of the Railway (No. 6) to be authorised by the Bill and the station at Clynderwen of the Great Western Railway together with that station ;

And by agreement with the London and North Western Railway Company so much of their railway as lies between the junction therewith of the intended Railway (No. 5) to be authorised by the Bill and the station at Abergwili of the London and North Western Railway together with that station ;

With all ways sidings turntables stations buildings offices warehouses approaches water supplies telegraphs telephones signals machinery appliances and conveniences on or connected with such portions of railways and stations respectively and as regards traffic conveyed by the Company and such other companies or persons they may demand and take rates and charges upon and in respect of the said portions of railways and stations respectively not exceeding the rates and charges authorised to be demanded in respect thereof.

31. The terms and conditions pecuniary and otherwise on which such running powers over the railways herein-before mentioned other than the London and North Western Railway shall be exercised and the tolls rates, and charges or other consideration to be paid for the same shall if not agreed on be determined by the Railway and Canal Commission who for the purposes of such determination shall have the same powers as if the matter to be determined had been referred to their decision in pursuance of the Railway and Canal Traffic Acts 1873 and 1888 : Terms of such user.

In running over or using any portions of railway and in using any stations and conveniences in accordance with the provisions in this section contained the bye-laws and regulations for the time

A.D. 1895. being in force on the undertaking so used shall be at all times observed so far as they are respectively applicable :

Where any traffic is conveyed on the railway of the Great Western and the London and North Western Railway Companies or any of them for a less distance than three miles each such company shall be entitled to charge the Company in respect of such traffic as if it were carried on their railway for a distance of four miles and the Company shall in all respects be placed on at least as favourable a footing as any other company with regard to traffic exchanged with such company to or from the portions of railway of that company to which the foregoing provisions apply :

The Companies and persons owning or working the said portions of railways respectively shall afford all requisite facilities for the before-mentioned purpose and shall receive book-through invoice forward and deliver to and from the same and at the stations warehouses booking offices and premises of such companies and persons all traffic of every description coming from or destined for the undertaking of the Company upon such terms and conditions as may be agreed on or as in default of agreement shall be determined in manner aforesaid.

Short
distance
charge.

32. During the exercise of the running powers herein-before conferred the railways of the respective Companies shall for the purpose of short distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of passengers conveyed partly on the railway of the Company and partly on the railway of the other Company rates and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only and in estimating the amount of rates and charges in respect of merchandise traffic including perishable merchandise by passenger train conveyed partly on the railway of the Company and partly on the railway of the other Company the Company shall be deemed to be a Company connected with the other Company and specified in the Appendix to the Schedule to the London and North Western Railway Company (Rates and Charges) Order Confirmation Act 1891.

Power to
raise
additional
capital.

33. The Company may from time to time for the purposes of this Act and for the general purposes of their undertaking raise any additional capital not exceeding in the whole four hundred thousand pounds exclusive of the other capital and other moneys which they are or may be authorised to create and issue or raise by any

other Act or Acts by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively. Provided that the amount of new preference shares or stock so to be issued shall not exceed one hundred thousand pounds and the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share shall have been paid in respect thereof.

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34. The capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital. The capital in new shares or stock so created shall form part of the capital of the Company.

New shares or stock to be subject to the same incidents as other shares or stock.

35. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

Dividends on new shares or stock.

36. Except as otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any new shares or stock to which a preferential dividend shall be assigned.

Restriction as to votes in respect of preferential shares or stock.

37. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

New shares or stock raised under this Act and any other Act already passed may be of same class.

38. The Company may in respect of the additional capital of four hundred thousand pounds which they are by this Act

Power to borrow.

A.D. 1895. authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred and thirty-three thousand three hundred and twenty-eight pounds and of that sum they may borrow not exceeding in the whole sixteen thousand six hundred and sixty-six pounds in respect of each fifty thousand pounds of their additional capital but no part of any such sum of sixteen thousand six hundred and sixty-six pounds shall be borrowed until the whole fifty thousand pounds of capital in respect of which it is to be borrowed is issued and accepted and one-half of such portion of capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of capital have been issued and accepted and that one-half of such portion of capital has been paid up and that not less than one-fifth of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Debenture
stock.

39. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and of section 18 of the Act of 1884 Notice of the effect of this enactment shall be given on all mortgages and certificates of debenture stock.

Application
of moneys.

40. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act and for the general purposes of the Company being in each case purposes to which capital is properly applicable.

41. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by virtue of any Acts relating to the Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

A.D. 1895.

Power to apply corporate funds to purposes of Act.

42. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest on the additional capital authorised by this Act at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares in the additional capital authorised by this Act held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions hereinafter stated (that is to say) :—

Power to pay interest out of capital during construction.

- (a) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same :
- (b) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :
- (c) The aggregate amount to be so paid for interest shall not exceed forty-eight thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid :
- (d) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus or other document of the Company inviting subscriptions for shares and on every certificate of shares :
- (e) Notice that the Company has power so to pay interest out of capital on the additional shares or stock authorised by

A.D. 1895.

this Act shall be endorsed on every certificate of such additional shares or stock :

(f) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be paid out of capital.

43. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

44. Nothing in this Act contained shall exempt any Company named in this Act or the railways of any such 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 of the rates for small parcels.

Saving rights of the Crown in the foreshore.

45. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty Her Heirs or Successors.

46. The Company 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 Company 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 cost and charge of the Company and the amount of such cost and charge shall be a debt due from the Company to the Crown and shall be recoverable accordingly with costs.

A.D. 1895.

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

47. 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.

Costs of Act.

[Ch. cxxi.] *North Pembrokehire and Fishguard* [58 & 59 VICT.]
Railway Act, 1895.

A.D. 1895.

SCHEDULE referred to in the foregoing Act.

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parts only.

Parish.	Numbers on Deposited Plans.
St. Peter Carmarthen - - -	142, 144, 148, 149, 156, 157, 158, 159, 160, 162, 179, 180, 181, 182, 183, 184, 186, 191, 192, 217A. []

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