

[61 & 62 VICT.] *Mumbles Railway and Pier Act, 1898.* [Ch. cxliv.]



### CHAPTER cxliv.

An Act to authorise the Mumbles Railway and Pier Company to extend their Railway to Black Pill and for other purposes. A.D. 1898  
[25th July 1898.]

**W**HEREAS by the Mumbles Railway and Pier Act 1889 (in this Act referred to as "the Act of 1889") the Mumbles Railway and Pier Company (in this Act called "the Company") were incorporated and authorised to make a railway from the Oystermouth Railway or Tramroad in the parish of Oystermouth in the county of Glamorgan to the Mumbles Head with a pier in connexion therewith :

And whereas by the Mumbles Railway and Pier Act 1892 (herein-after called "the Act of 1892") the period limited by the Act of 1889 for the compulsory purchase of lands was extended and the period limited by the same Act for the completion of the railway and pier was also extended :

And whereas by the Mumbles Railway and Pier Act 1897 the period limited by the Act of 1889 as extended by the Act of 1892 for the completion of the pier was further extended :

And whereas the greater portion of the railway authorised by the Act of 1889 has for some years been completed for the conveyance of passengers and goods and the extension thereof to Black Pill in this Act described will be of public and local advantage and it is expedient that the Company be empowered to construct the same and to raise additional capital for the purpose as herein-after provided :

And whereas it is expedient that the Company and the other company and parties herein-after in that behalf mentioned be empowered to enter into and carry into effect working and other agreements as herein-after expressed and that the agreements between the Company and the Swansea and Mumbles Railways Limited contained in the Second Schedule and also between the

A.D. 1898. Company and the Glamorgan County Council contained in the Third Schedule hereto be confirmed :

And whereas plans and sections showing the lines and levels of the extension railway and works authorised by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Glamorgan and are herein-after referred to as the deposited plans sections and books of reference :

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

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

Short title. 1. This Act may be cited as the Mumbles Railway and Pier Act 1898.

Incorporation of Acts. 2. The following Acts and parts of Acts are (so far as the same are applicable and except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act (that is to say) The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 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 means of enforcing 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 the 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 Parts I. II. and III. of the Companies Clauses Act 1863 (relating respectively to the cancellation and surrender of shares to

additional capital and to debenture stock) as amended by any subsequent Act. A.D. 1898.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the railway" or "the extension railway" means the railway by this Act authorised. Interpretation.

4. 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 extension railway herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for that purpose. The extension railway herein-before referred to and authorised by this Act will be situated in the county of Glamorgan and is as follows— Power to make railway.

A railway one mile three furlongs and eight chains in length commencing in the parish of Oystermouth by a junction with the existing railway of the Company at a point five chains and twenty-one links or thereabouts measured along that railway in a south-easterly direction from the junction thereof with the Oystermouth Railway opposite Somerset Place Mumbles and terminating in the parish of Cockett by a junction with the Oystermouth Railway at a point one chain and thirty links or thereabouts measured along that railway in a south-westerly direction from the centre of the bridge carrying the London and North Western Railway over the Oystermouth Railway near the Mumbles Road Station :

Provided that the Company shall not be required to fence the railway from the adjoining land or to erect lodges or provide gates at the places where the railway crosses on the level the roadway or cartway and bridle path leading from the adjacent public road to the beach or in any way to interrupt the free passage between such public road and the seashore anything contained in the Railways Clauses Consolidation Act 1845 or in the Railways Clauses Act 1863 to the contrary notwithstanding. Railway not to be fenced or passage to seashore interrupted.

5. A junction shall not be made between the railway of the Company hereby authorised and the railway of the London and North Western Railway Company nor shall coal or culm for shipment be carried over the railway hereby authorised except under the powers of a special Act of Parliament. As to junction with London and North Western Railway and as to carriage of coal and culm.



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Limiting quantity of land which may be taken from certain commons.

6. The quantity of land which may be taken by the Company from the reputed common or commonable lands next herein-after mentioned for the purposes of the railway shall not exceed the quantities mentioned in connexion with such lands:—

Name of Common or Waste Land.	Parish.	Estimated quantity to be taken.		
		A.	R.	P.
Black Pill - - -	Brynau - - -	2	3	0
Waste or Common -	Cockett - - -	0	2	0

Power to cross certain roadways on the level.

7. The Company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the roadways next herein-after mentioned (that is to say):—

Number on deposited Plan.	Parish.	Description of Roadway.
2	Brynau	Public
10	Brynau	Public

Inclination of roadway.

8. In altering for the purposes of this Act the roadway next herein-after mentioned the Company may make the same of any inclination not steeper than the inclination herein-after mentioned in connexion therewith (that is to say):—

Number on deposited Plan.	Parish.	Description of Roadway.	Intended Inclination.
1	Brynau	Public	1 in 8

Application of compensation paid in respect of commonable lands.

9. Subject to the approval of the Board of Agriculture the money to be paid as compensation for any common lands shall be applied in manner provided by the Commonable Rights Compensation Act 1882.

Lands for extraordinary purposes.

10. The quantity of land to be purchased by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed three acres but nothing in this Act shall exempt the Company from any indictment

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action or any other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land acquired under the powers of this section. A.D. 1898.

11. The powers of the Company 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.

12. 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 this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which other persons than the grantors have an interest) required for the purposes of this Act in under over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. Power to take easements &c. by agreement.

13. And whereas in the construction of the railway hereby authorised 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 in the First 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 arbitrators 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. Owners may be required to sell parts only of certain property.

14. For the protection of the Oystermouth District Council (in this section referred to as "the district council") the following provisions shall (unless otherwise agreed on in writing between the district council and the Company) be binding upon the Company For protection of Oystermouth District Council.

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A.D. 1898. and full effect shall be given thereto (that is to say) The Company shall at their own expense construct and for ever maintain—

- (1) A road twelve feet wide at the least commencing in Norton Road at a point in the public road near the northernmost end of Alexandra Terrace and terminating on the foreshore opposite thereto :
- (2) A road twelve feet wide at the least commencing at West Cross at a point nearly opposite West Cross Lane commencing in the public road alongside of the existing tramway and terminating on the foreshore opposite thereto :
- (3) A storm outlet thirty-six inches in diameter opposite Norton Road commencing on the public road and terminating on the foreshore opposite thereto :
- (4) A drainage outfall pipe opposite the northernmost end of Alexandra Terrace to be extended underneath the proposed new line of railway from the public road to the foreshore opposite thereto :
- (5) Surface water outlets at the following points commencing on the public road and terminating on the foreshore opposite thereto (viz.) :—
  - One at or near Washing Lake West Cross ;
  - One on the northern side of Woodbine Cottage ;
  - One opposite to Ridgeway Villa ;
  - One at about midway between Ridgeway Villa and Alexandra Terrace ;
  - One near the northern end of Alexandra Terrace ;
  - Two between Norton Road and Somerset Place ;
  - Three between Somerset Place and Clement's Row.

The Company shall not commence any of the works mentioned in this section until they shall have given to the district council one month's notice in writing of their intention to commence the same by leaving such notice at the office of the district council with plans and sections. Provided that if the district council shall not approve or disapprove the said plans and sections within twenty-one days after they are submitted to them they shall be deemed to have approved the same and any difference which may arise between the Company and the district council as to the said plans and sections shall be determined by arbitration in manner herein-after provided And the Company shall comply with and conform to all reasonable directions and regulations of the district council in the execution of the said works and the subsequent maintenance thereof and save harmless the district council against all and every expense to be occasioned thereby and all the works to be done under this section



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shall be done to the reasonable satisfaction of the surveyor of the district council at the costs charges and expenses of the Company. A.D. 1898.

If any difference shall arise between the district council and the Company with reference to any of the matters in this section mentioned the same shall be referred to an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the district council by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

**15.**—(1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or other 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 occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied. Restriction on taking houses of labouring class.

(2.) For the purposes of this section the expression "labouring class" means and includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

**16.** If the Company fail within the period limited by this Act to complete the railway which they are by this Act authorised to make and complete the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Penalty on Company if railway not completed within time limited.

A.D. 1898. — Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

17. Every sum of money recovered by way of penalty as aforesaid 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 in respect of which the penalty has been incurred or any portion thereof or who have been subjected 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 sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty 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 Company.

Period for completion of works.

18. If the railway is not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Railway to form part of railway of Company.

19. The railway and works connected therewith by this Act authorised shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the railway and comprised in the undertaking of the Company as if the same had been authorised by the Act of 1889.

Classification of merchandise traffic

The classification of merchandise traffic and the schedule of maximum rates and charges annexed to the Railway Rates and



Charges No. 18 (Taff Vale Railway &c.) Order Confirmation Act 1892 and the regulations and provisions contained therein shall be applicable and apply to the Company as if the Company were 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.

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and maximum rates and charges applicable to Company.

20. The Company may apply to any of the purposes of this Act to which capital is properly applicable any moneys which they have raised or are by the Act of 1889 authorised to raise by shares or borrowing or by the creation and issue of debenture stock.

Power to apply funds.

21. The Company may from time to time subject to the provisions of Part II. of the Companies Clauses Act 1863 raise for the purposes of this Act any additional capital not exceeding in the whole twenty-five thousand pounds by the issue at their option of new ordinary shares or new preference shares or wholly or partially by either of those modes but 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.

Power to raise additional capital.

22. Except as by this Act otherwise provided the capital in new shares created by the Company under this Act and the new shares 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 original capital of the Company of the same class or description and the new shares were shares in that capital. The capital in new shares so created shall form part of the capital of the Company.

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

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

Dividends on new shares.

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

Restriction as to votes in respect of preference shares.

25. If any money is payable under this Act to a holder of shares or stock being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge.

Receipt in case of persons not sui juris.

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Power to borrow.

**26.** The Company may in respect of the additional capital of twenty-five thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole eight thousand three hundred and thirty pounds but no part thereof shall be borrowed until shares for the additional capital of twenty-five thousand pounds are issued and accepted and one half of such 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 such capital have been issued and accepted and that one half thereof has been paid up and that not less than one fifth part of the amount of each separate share therein has been paid on account thereof before or at the time of the issue or acceptance thereof and that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and 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.

For appointment of a receiver.

**27.** The provisions of the Act of 1889 as to the appointment of a receiver are hereby repealed but without prejudice to any appointment made or proceedings taken before the passing of this Act The mortgagees of the Company's undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than three thousand pounds in the whole.

Debenture stock.

**28.** The Company may create and issue debenture stock subject to the provisions of section 31 of the Act of 1892 Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock granted or issued after the passing of this Act.

Application of money.

**29.** All moneys by this Act authorised to be raised by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

Works below high-water mark not to

**30.** 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 costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

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be commenced without consent of Board of Trade.

**31.** During the construction of the railway by this Act authorised on or near the foreshore of Swansea Bay and also at all times after completion thereof the Company shall make and permanently maintain at their own expense and to the satisfaction of the Board of Trade for the free use of the public such footways and carriage-ways over under or across the railway as the Board of Trade may from time to time direct or approve and shall also make and permanently maintain at the like expense and to the like satisfaction on the seaward side of the embankments of the railway such boat slips or other facilities for boats and for passengers landing therefrom or embarking thereon as the Board of Trade may from time to time direct or approve.

Accesses to and from shore &c.

**32.** The Company on the one hand and the Swansea and Mumbles Railways Limited or the owners for the time being of the Oystermouth Railway on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into carry into effect and rescind agreements with respect to the following purposes or any of them (that is to say):—

Power to enter into traffic agreements.

The working use management and maintenance of the respective railways and works of the contracting Companies or any part or parts thereof respectively;

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the railways of the contracting Companies or either of them;



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The supply and maintenance under any agreement for the railway of the Company being worked and used by the contracting Company of engines stock and plant necessary for the purposes of any such agreement ;

The fixing subject to the authorised maximum rates collection payment appropriation apportionment and distribution of the tolls rates income and profits arising from the respective railways and works of the contracting Companies or any or either of them or any part thereof ;

The employment of officers and servants.

Tolls on traffic conveyed partly on railway of Company and partly on Oystermouth Railway.

**33.** Where under the provisions of this Act traffic is conveyed partly on the railway of the Company and partly on the Oystermouth Railway or Tramroad the railway of the Company and the said railway or tramroad shall for the purposes of tolls and charges be considered as one railway and in estimating the amount of tolls and charges (not exceeding those specified in the Act of 1889) in respect of traffic conveyed partly on the railway of the Company and partly on the said railway or tramroad for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railway of the Company and partly on the Oystermouth Railway or Tramroad.

Revival and extension of time for opening portion of railway for public conveyance of passengers.

**34.** The time limited by the Act of 1889 as extended by the Act of 1892 for the completion and opening of the railway authorised by the Act of 1889 for the public conveyance of passengers is hereby revived and extended for a period of two years from the twenty-sixth day of August one thousand eight hundred and ninety-seven in respect of so much of the railway as was not so completed and opened prior to that date and the said Acts shall be read and construed as if the time therein mentioned or referred to for completing and opening the said portion of railway for the public conveyance of passengers was the twenty-sixth day of August one thousand eight hundred and ninety-nine.

Release of portion of deposit.

**35.** Whereas the greater portion of the railway authorised by the Act of 1889 was completed and opened for the public conveyance of passengers some time previous to the twenty-sixth day of August one thousand eight hundred and ninety-seven and the sum of six hundred and fifty-five pounds two and three-quarters per centum

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Consolidated Stock (being the portion of the railway deposit fund of one thousand one hundred and twenty pounds nine shillings and sixpence of like stock mentioned in section 8 of the Act of 1892 applicable to the portion of railway so completed and opened) was on the application of the depositors and the production of a certificate of the Board of Trade specifying the length of railway so completed and opened as aforesaid and the portion of the deposit fund applicable thereto ordered by the High Court to be paid or transferred to the depositors or as they should direct and the said sum of six hundred and fifty-five pounds Consolidated Stock was paid and transferred accordingly leaving a sum of four hundred and sixty-five pounds nine shillings and sixpence of like stock being the balance of railway deposit fund and the interest or dividends which have accrued due on the said fund or on any part thereof still in Court Therefore on the completion and opening for the public conveyance of passengers of the remaining length of the railway within the extended time limited by this Act and on production of a certificate to that effect by the Board of Trade the High Court may on the application of the depositors order the said sum of four hundred and sixty-five pounds nine shillings and sixpence Consolidated Stock being the balance of the said railway deposit fund with any interest or dividends in Court to the credit thereof to be paid or transferred to them or as they shall direct.

**36.** If the remaining portion of railway is not completed and opened for the public conveyance of passengers within the extended period by this Act granted for completing and opening the same then on the expiration of that period the powers by the recited Acts and this Act conferred on the Company for making and completing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

If remainder of railway not opened within extended time powers to cease.

**37.** The agreement made the eighteenth day of April one thousand eight hundred and ninety-eight between the Company of the one part and the Swansea and Mumbles Railways Limited of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding on the Company and the said Limited Company respectively.

Confirmation of agreement with Swansea and Mumbles Railways Limited.

**38.** Provided always that except as is by this Act expressly provided nothing in this Act shall extend or be construed to extend to affect prejudice alter diminish abridge or take away the royalty right or property of the Most Honourable Henry Adelbert Wellington Fitzroy Somerset Marquis of Worcester his heirs successors or assigns in or to any royalties rights property duties tolls payments powers authorities jurisdictions privileges liberties and franchises

Saving for Marquis of Worcester.



A.D. 1898. — whatsoever of or belonging to the said marquis his heirs assigns or successors in the Seigniories of Gower and Kilvey as lord or lords thereof and otherwise and of any future lord or ladies thereof or as admiral or admirals of the seas bays havens creeks ports and rivers within bordering on and surrounding the same or of his or their officer or officers in their respective duties within the same but that the same remain to him and them entire wholly and altogether as if this Act had not passed.

Interest not to be paid on calls paid up.

**39.** 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.

**40.** 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.

Confirmation of agreement between Glamorgan County Council and Company.

**41.** The agreement dated the ninth day of May one thousand eight hundred and ninety-eight between the Glamorgan County Council of the one part and the Company of the other part a copy of which is set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the County Council and the Company as if the same had been under their respective common seals.

Provision as to general Railway Acts.

**42.** 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.

Costs of Act.

**43.** 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.



SCHEDULES referred to in the foregoing Act.

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THE FIRST SCHEDULE.

LANDS AND BUILDINGS OF WHICH PORTIONS ONLY MAY BE  
REQUIRED.

Parish.	No. of deposited Plans.
Oystermouth	3
Brynau	9, 11

THE SECOND SCHEDULE.

THIS AGREEMENT made the eighteenth day of April one thousand eight hundred and ninety-eight between THE SWANSEA AND MUMBLES RAILWAYS LIMITED a company registered under the Companies Acts 1862 to 1890 whose registered office is at 2 Rutland Street Swansea in the county of Glamorgan (herein-after called "the Swansea Company") of the one part and THE MUMBLES RAILWAY AND PIER COMPANY a company incorporated by the Mumbles Railway and Pier Act 1889 (herein-after called "the Mumbles Company") of the other part Witnesseth as follows:—

1. The expression "the Swansea Railway" whenever employed in this agreement shall mean and include the Oystermouth Railway or Tramroad and all other (if any) railway or railways and works of the Swansea Company and all stations sidings approaches yards sheds workshops offices buildings junctions lands signals telegraph apparatus works and conveniences connected therewith.

2. The expression "the Mumbles Railway" whenever employed in this agreement shall mean and include the railway or railways pier pier-head and works of the Mumbles Company now or hereafter to be authorised by Parliament and all stations refreshment rooms sidings approaches yards sheds

A.D. 1898. — workshops buildings junctions lands works and conveniences connected therewith.

3. The expression "the Swansea Railway plant" whenever employed in this agreement shall mean and include all engines carriages trucks rolling-stock implements and furniture which on the first day of July one thousand eight hundred and ninety-eight shall be used or employed or owned by the Swansea Company in or about or in connexion with the Swansea Railway.

4. On and for ever after the first day of July one thousand eight hundred and ninety-eight the Mumbles Company will work use and manage the Swansea Railway and the traffic thereon under and in accordance with the provisions of this agreement and subject to the control and directions of a joint committee as herein-after provided.

5. The Mumbles Company will as from the said first day of July one thousand eight hundred and ninety-eight for ever maintain and whenever and so far as necessary renew and amend the Swansea Railway and the Swansea Railway plant so as to keep the same respectively in as good repair and working order and condition as the same shall be in on the said first day of July one thousand eight hundred and ninety-eight.

6. On and after the said first day of July one thousand eight hundred and ninety-eight the Mumbles Company shall take and retain possession of the Swansea Railway as if it were a part of their own line of railway and shall work use and manage the same so as to fully develop the Swansea Railway and the traffic thereon and shall for that purpose have the use as from the said first day of July one thousand eight hundred and ninety-eight of the Swansea Railway plant. The Mumbles Company shall take over at cost price as their own property and pay or repay the Swansea Company for all stores and loose plant which on the said first day of July one thousand eight hundred and ninety-eight shall belong to the Swansea Company and all engines carriages trucks rolling-stock stores materials implements and plant which on the said first day of July one thousand eight hundred and ninety-eight may have been ordered by but not delivered to the Swansea Company.

7. On and after the said first day of July one thousand eight hundred and ninety-eight the Mumbles Company will provide and employ all such station-masters clerks porters engine drivers guards watchmen and servants and other staff and labour and will provide (in addition to the Swansea Railway plant) all such engines carriages trucks rolling-stock stores materials implements and plant (if any) as shall be proper and sufficient for the working and user of the Swansea Railway by the Mumbles Company and for the reception accommodation conveyance and delivery by the Mumbles Company of the traffic thereon and the Swansea Company shall not be bound or entitled to employ or provide any such person or thing further than by allowing the Mumbles Company to have the use as aforesaid of the Swansea Railway plant.

8. On and after the said first day of July one thousand eight hundred and ninety-eight the Mumbles Company shall have exercise and enjoy for the purpose of the working use management maintenance amendment and improvement by them of the Swansea Railway all the rights powers and privileges whatsoever in that behalf of the Swansea Company and as fully and effectually as if the Swansea Railway were part of the Mumbles Railway

and the Mumbles Company may for any of the purposes of this agreement use the name of the Swansea Company in legal proceedings or otherwise and the Swansea Company will at all times at the request and cost of the Mumbles Company execute and do any act deed matter or thing which may be reasonably required by the Mumbles Company for the purpose of more effectually enabling the Mumbles Company to exercise the rights powers and privileges aforesaid or any of them The Mumbles Company shall keep the Swansea Company fully indemnified against all proceedings costs damages claims and liability which may be taken incurred or sustained against or by the Swansea Company by reason of the exercise by the Mumbles Company of any of the rights powers or privileges by this clause conferred on the Mumbles Company.

A.D. 1898.

9. As from (but including) the said first day of July one thousand eight hundred and ninety-eight the Mumbles Company will bear and pay all rents of leasehold parts of the Swansea Railway and the expenses of performing and observing the covenants contained in the leases under which the same are held and all rates taxes duties assessments and other outgoings properly payable by or chargeable on the owners or occupiers of the Swansea Railway (except the property or income tax herein-after mentioned but including land tax and tithe or tithe rentcharge) and will perform all the obligations of the Swansea Company as regards the passenger goods and other traffic of the Swansea Company and shall indemnify the Swansea Company from and in respect of all such payments and matters respectively and the said rents expenses and outgoings shall where necessary be apportioned for the purposes of this clause but the Swansea Company shall out of the moneys payable to them under clause 10 hereof pay the property or income tax in respect of such moneys The Swansea Company shall pay the remuneration of the directors and auditors of the Swansea Company and the salaries and expenses of their secretary and staff and offices.

10. All rates tolls charges dues income and profits arising from the Swansea Railway and the traffic thereon including all rents or moneys payable to the Swansea Company under the indenture of lease mentioned in clause 29 hereof shall on and after the said first day of July one thousand eight hundred and ninety-eight be collected and received by the Mumbles Company who as to so much thereof as shall have accrued before the said first day of July one thousand eight hundred and ninety-eight shall pay the same to the Swansea Company and as to the residue thereof shall apply the same together with all rates tolls charges dues income and profits arising from the Mumbles Railway and other the undertaking of the Mumbles Company and accruing on or after the said first day of July one thousand eight hundred and ninety-eight for the purposes and in the manner and order and priorities following (that is to say):—

Firstly In paying all charges and expenses incurred by the Mumbles Company on or after the said first day of July one thousand eight hundred and ninety-eight in working managing maintaining renewing amending and improving the Swansea Railway and the Mumbles Railway and the undertaking of the Mumbles Company and all rolling stock plant and other property for the time being properly used thereon or in connexion therewith respectively and in keeping the same premises in



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good working order and condition including all charges and expenses incurred in carrying out the provisions of clauses 5 7 8 and 9 hereof and all other charges and expenses of or in connexion with the said premises which shall be properly chargeable to income including the remuneration of the directors and auditors of the Mumbles Company and the salaries and wages of their officers and servants and the remuneration of the Joint Committee herein-after mentioned and subject thereto:

Secondly In paying to the Swansea Company the sum of one hundred and twenty pounds per annum in or towards payment of the remuneration of their directors and auditors and the salaries and expenses of their secretary staff and offices and subject to the payments aforesaid:

Thirdly In paying to the Swansea Company the sum of one thousand two hundred pounds per annum being the yearly interest now payable in respect of thirty thousand pounds first mortgage debenture stock issued by the Swansea Company and secured by an indenture dated the eighteenth day of December one thousand eight hundred and ninety-four and made between the Swansea Company of the one part and Thomas Freeman and Frederic Edwards of the other part and subject to the payments aforesaid:

Fourthly In paying to the Swansea Company the sum of three thousand three hundred and ninety-seven pounds ten shillings per annum being the yearly fixed cumulative preferential dividend at the rate of four and a half per cent. per annum payable on the preference share capital of seventy-five thousand five hundred pounds which has been issued by the Swansea Company and fully paid up and subject to the payments aforesaid:

Fifthly In retaining for the Mumbles Company the amount of all interest or dividends (whether fixed or variable cumulative or non-cumulative or otherwise) which shall from time to time be payable by the Mumbles Company upon any moneys already or hereafter to be temporarily borrowed as mentioned in clause 16 hereof or upon any debentures mortgages debenture stock or preference stock or shares by the issue of which the additional capital or sum of forty thousand pounds mentioned in clause 16 hereof or any part of such capital or sum shall have been raised or borrowed and all arrears of such interest and dividends so far as the same shall be cumulative and subject to the payments aforesaid:

Sixthly In paying to the Swansea Company the sum of two thousand five hundred pounds per annum being the amount of a dividend at the rate of five per cent. per annum on the ordinary share capital of fifty thousand pounds which has been issued by the Swansea Company and fully paid up and subject to the payments aforesaid:

Seventhly In retaining for the Mumbles Company a yearly sum equal to the aggregate amount of a dividend at the rate of five per cent. per annum on so much of the ordinary share capital already issued or to be hereafter issued by the Mumbles Company (being part of the share capital authorised by section 7 of the said Mumbles Railway and Pier Act 1889) as shall for the time being be paid up not exceeding however an aggregate amount of such issued capital (whether paid up or not) of sixty thousand pounds and subject to and after the payments aforesaid:

Eighthly The surplus of the said rates tolls charges dues income and profits shall be divided between and paid to and retained by the Swansea Company and the Mumbles Company pro ratâ in proportion to the respective amounts for the time being paid up on the ordinary share capital from time to time issued by them respectively but so that for the purposes of such division the amount of such capital issued by the Swansea Company shall always be taken to be the fixed amount of fifty thousand pounds although by reason of reduction of capital or otherwise the actual capital may be some other amount and the amount of such capital for the time being issued by the Mumbles Company (whether paid up or not) shall if exceeding sixty thousand pounds be taken to be sixty thousand pounds All annual and other payments to be made under this clause shall be made as from (but including) the said first day of July one thousand eight hundred and ninety-eight and the same and all income profits expenses and outgoings shall where necessary be apportioned for the purposes of this clause.

11. The payments to be made by the Mumbles Company to the Swansea Company under the last preceding clause hereof shall be made half yearly within thirty days after the thirtieth day of June and the thirty-first day of December in each year in respect of the half year ending on such thirtieth day of June or thirty-first day of December as the case may be.

12. The Mumbles Company will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement and of showing the payments and retentions to be made under clause 10 hereof and will in such accounts make full entries of all such particulars of dates numbers weights quantities and other facts and circumstances as shall be necessary for that purpose or are usually entered in accounts of a like nature and such accounts and vouchers and all other documents of the Mumbles Company having any bearing upon the said accounts and payments shall be open at all reasonable times for inspection by the directors and agents of the Swansea Company who may take copies thereof and extracts therefrom and the Mumbles Company will afford to the Swansea Company and their directors and agents all proper and sufficient facilities for such inspection and for the taking of such copies and extracts and all information and explanation which they may reasonably require in relation to such accounts vouchers and documents.

13. The Mumbles Company will within twenty-one days after the thirtieth day of June and the thirty-first day of December in every year transmit to the Swansea Company an accurate abstract of such of the said accounts as shall from time to time be necessary to show what sums are available for the several payments to be made under clause 10 hereof.

14. The directors and agents of the Swansea Company shall be at liberty at all reasonable times to enter into and upon the Mumbles Railway as well as the Swansea Railway for the purpose of inspecting the same respectively and the state and condition thereof and the plant and property employed on or about the same.

15. Subject to the directions of the Joint Committee herein-after mentioned and to the authorised maximum rates the Mumbles Company shall in



A.D. 1898. — respect of as well the Swansea Railway as the Mumbles Railway be entitled to charge such tolls rates dues and fares for or in respect of passengers goods vessels persons and other matters and things as they shall consider expedient.

16. No capital or money to be raised or borrowed by the Mumbles Company after the date of these presents or dividends or interest thereon shall take priority over or be on an equality with the payments to be made under the heads thirdly and fourthly of clause 10 hereof but the Mumbles Company shall be at liberty to raise or borrow for the purpose of repaying moneys already or hereafter to be temporarily borrowed by the Mumbles Company for their undertaking or for the purpose of completing the Mumbles Railway by debentures mortgages debenture stock or preference stock or shares any sum or sums not exceeding however in the aggregate the sum of forty thousand pounds the interest or dividends on which shall have the priority given thereto by clause 10 hereof.

17. There shall for the purposes of this agreement be a Joint Committee consisting of five members (viz.) three directors of the Swansea Company and two directors of the Mumbles Company and such Joint Committee shall exercise a general control over and may from time to time give general or special directions to the Mumbles Company as to the manner in which the Mumbles Company shall work use and manage the Swansea Railway and the Mumbles Railway respectively and exercise all or any of the powers privileges and duties by this agreement conferred on the Mumbles Company The Mumbles Company shall in all respects conform to and obey all directions given to them by the Joint Committee to whom shall be delegated so far as may be necessary for giving effect to this present clause all necessary powers of the Swansea Company and of the Mumbles Company and of their respective directors.

18. Each of the three directors of the Swansea Company who shall be members of the Joint Committee shall from time to time be appointed and may at any time be removed by a resolution of the directors of the Swansea Company Each of the two directors of the Mumbles Company who shall be members of the Joint Committee shall from time to time be appointed and may at any time be removed by a resolution of the directors of the Mumbles Company Any person appointed by the directors of the Swansea Company to be a member of the Joint Committee who shall cease to be a director of the Swansea Company shall immediately thereupon cease to be a member of the Joint Committee and any person appointed by the directors of the Mumbles Company to be a member of the Joint Committee who shall cease to be a director of the Mumbles Company shall immediately thereupon cease to be a member of the Joint Committee.

19. The Joint Committee shall be paid for their services the sum of two hundred and fifty pounds per annum or such other sum as the Swansea Company and the Mumbles Company respectively in general meeting shall approve.

20. The continuing members of the Joint Committee may act notwithstanding any vacancy in their body provided there be at least two members thereof.

21. The Joint Committee may meet together for the despatch of business adjourn and otherwise regulate their meetings and proceedings as they think

fit Two members of the Joint Committee shall be the quorum necessary for the transaction of business. A.D. 1898.

22. A member of the Joint Committee may at any time convene a meeting of the Joint Committee Questions arising at any meeting shall be decided by a majority of votes and in case of an equality of votes the chairman of the meeting shall have a second or casting vote.

23. The Joint Committee may elect a chairman of their meetings and determine the period for which he is to hold office but if no such chairman be elected or if at any meeting the chairman be not present at the time appointed for holding the same the members of the Joint Committee present shall choose some one of their number to be chairman of such meeting.

24. A resolution in writing signed by all the members of the Joint Committee shall be as valid and effectual as if it had been passed at a meeting of the Committee duly called and constituted.

25. The Mumbles Company at their own expense shall if required by the Joint Committee provide for the use and convenience of the Joint Committee the services of a secretary and such other staff and such place for holding meetings and such other things as may be reasonably necessary for the purpose of transacting the business of the Joint Committee.

26. If the Mumbles Company shall fail to make any payment which under clause 10 hereof ought to be made to the Swansea Company or to perform or observe any other obligation imposed upon them by this agreement the Swansea Company may give to the Mumbles Company a notice specifying such default and requiring the same to be made good if a default in payment within fourteen days and if a default in any other obligation within a reasonable time to be specified in such notice and if the Mumbles Company shall fail to make good such default so far as capable of being made good within the time aforesaid the Swansea Company at any time before such default shall be made good so far as capable of being made good by a further notice in writing to the Mumbles Company to take effect at the expiration of one calendar month from the date thereof may absolutely determine this agreement without prejudice to all other rights or remedies which the Swansea Company may have in respect of such default of the Mumbles Company If any dispute as to the validity or effectiveness of any notice to determine this agreement which may be given by the Swansea Company under this clause shall arise and shall within one calendar month from the date of such notice be referred to arbitration under clause 31 hereof then the said notice shall not have any effect until after such dispute shall have been decided and may at any time before such decision be withdrawn by the Swansea Company at their discretion.

27. If this agreement shall at any time be determined under clause 26 hereof the Mumbles Company shall deliver to the Swansea Company possession of the Swansea Railway and the Swansea Railway plant in such good repair working order and condition as in clause 5 hereof mentioned.

28. This agreement is subject to an indenture of lease dated the fourteenth day of February one thousand eight hundred and ninety-eight and made between the Swansea Company of the first part the said Frederic Edwards and Thomas Freeman of the second part and the Swansea Harbour Trustees of the third part and nothing herein contained shall prejudice or affect any interest or right of the Swansea Harbour Trustees under that indenture.



[Ch. cxliv.] *Mumbles Railway and Pier Act, 1898.* [61 & 62 VICT.]

A.D. 1898.

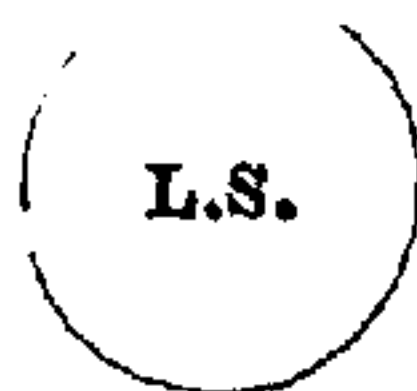
29. This agreement is also subject to the indenture of the eighteenth December one thousand eight hundred and ninety-four herein-before in clause 10 hereof mentioned and nothing herein contained shall prejudice or affect any interest or right of any person under that indenture. The Swansea Company however will duly pay and keep down the interest on the said debenture stock secured by that indenture and keep the Mumbles Company fully indemnified against all claims and demands thereunder and if the Swansea Company shall fail to pay such interest or any part thereof the Mumbles Company may pay the same and may deduct all payments so made from any payments which ought thereafter to be made by them to the Swansea Company under clause 10 hereof.

30. If at any time hereafter any difference question or other matter of dispute shall arise between the said parties hereto or their respective successors or assigns or any of them touching the construction meaning or effect of these presents or any clause or thing herein contained or the rights or liabilities of the said parties respectively or their respective successors or assigns or any of them under these presents or otherwise howsoever in relation to the premises then every such dispute difference or question shall be referred to the arbitration of two arbitrators or their umpire in accordance with the Railway Companies Arbitration Act 1859 or any statutory modification or re-enactment thereof for the time being in force.

31. This agreement is subject to such alterations as Parliament may think fit to make in it and shall not become operative unless and until a Bill now pending in Parliament entitled "A Bill to authorise the Mumbles Railway and Pier Company to extend their railway to Black Pill and for other purposes" shall in the present session of Parliament be passed into a law in its present or some modified form with the addition of a clause or provision therein confirming this agreement and making it binding upon the Mumbles Company and the Swansea Company respectively and empowering those Companies respectively to carry the same into effect or some other clause or provision to the like effect.

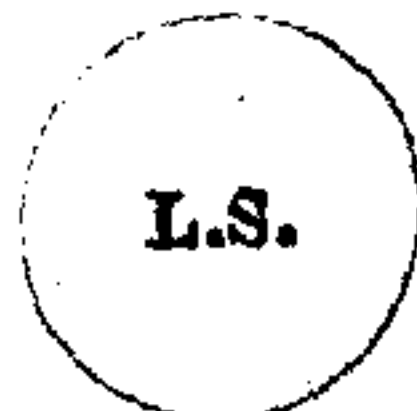
IN WITNESS WHEREOF the Swansea and Mumbles Railways Limited and the Mumbles Railway and Pier Company have caused their common seals to be hereunto affixed.

The common seal of the Swansea and Mumbles Railways Limited was hereunto affixed by the authority of the directors in the presence of



WILL<sup>M</sup>. WILLIAMS  
MORGAN B. WILLIAMS } Directors.  
E. A. WATKINS Secretary.

The common seal of the Mumbles Railway and Pier Company was hereunto affixed by the authority of the directors in the presence of



JOHN J. JENKINS Chairman.  
E. A. WATKINS Secretary.

THE THIRD SCHEDULE.

A.D. 1898.

AN AGREEMENT made this ninth day of May one thousand eight hundred and ninety-eight between THE GLAMORGAN COUNTY COUNCIL (herein-after called "the council") of the one part and THE MUMBLES RAILWAY AND PIER COMPANY (herein-after called "the Mumbles Company") of the other part.

WHEREAS the council have agreed with the Mumbles Company to withdraw their opposition to the pending Bill and for the payment to the Mumbles Company of a sum of two thousand pounds for the purchase of the site of the old line of tramway for the improvement of the main road as herein-after mentioned and upon the terms and conditions following:—

1. County council opposition to be withdrawn and council to support Bill.
2. County council to pay Company or other the owners of the site herein-after mentioned two thousand pounds as the agreed price of the site of the old line referred to in the next clause to be paid on the vesting or conveyance of such site as next herein-after provided.
3. Notwithstanding anything in the Lands Clauses Consolidation Act 1845 to the contrary the site of old line (meaning that portion of the existing Oystermouth Railway between the junction of the proposed line at Black Pill as shown on the deposited plans and the terminus at the Mumbles) to vest in council on opening of the new line authorised by the Bill as superfluous land free from all obligations and liabilities whatsoever.
4. County council to support a Bill for abandonment of aforesaid site of old line such Bill to be promoted by the Mumbles Company in the next session of Parliament.
5. Railway authorised by present Bill not to be opened until Abandonment Bill passed and the requisite steps taken for such abandonment without consent of county council and the certificate of the Board of Trade shall be conclusive evidence that such steps as are required have been taken.
6. Should the county council at any time consider that a tramway along the road between Black Pill and the Mumbles is necessary for the public convenience the county council shall withhold their assent to the application by any other company or person unless they shall first have given the Mumbles Company the option of making such tramway.
7. The Company to execute at request of county council or obtain the execution by all necessary parties all necessary assurances to give effect to this agreement.
8. If any dispute or difference shall hereafter arise between the council and the Mumbles Company relating to this agreement or the construction thereof the same shall be referred on the application of either party to arbitration in manner provided by the Arbitration Act 1889.



[Ch. cxliv.] *Mumbles Railway and Pier Act, 1898.* [61 & 62 VICT.]


A.D. 1898.

9. This agreement shall be scheduled to and confirmed by the pending Bill and is made subject to such alteration as Parliament may think fit to make therein.

The seal of the Glamorgan County Council was hereunto affixed in the presence of

FREDERICK H<sup>r</sup>. JOTHAM  
A Member of the County Council.

W. E. R. ALLEN  
Deputy Clerk of the County Council.




Seal of  
the Glamorgan  
County  
Council.

The seal of the Company was affixed hereunto in the presence of

JOHN J. JENKINS  
Chairman.

E. A. WATKINS  
Secretary.



Seal of  
the Mumbles  
Railway and Pier  
Company.

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