

Lee 8.1.
[13 & 14 GEO. 5.] *Great Western
Railway (Additional Powers) Act, 1923.*

49,5021
[Ch. xxx.]



CHAPTER xxx.

An Act for conferring further powers upon the A.D. 1923.
Great Western Railway Company and for
other purposes. —
[18th July 1923.]

WHEREAS it is expedient that the Great Western Railway Company (in this Act called "the Company") should be empowered to make and maintain the railway and other works and to exercise the powers by this Act respectively authorised and conferred upon them and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith and for providing increased accommodation certain lands houses and buildings in this Act described or referred to :

And whereas plans and sections showing the lines and levels of the railway and other works by this Act authorised to be constructed and plans showing the lands by this Act authorised to be acquired and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerks of the peace for the several counties within which such railway and other works will be constructed and such lands are situated and are hereinafter respectively referred to as the deposited plans sections and books of reference :

And whereas it is expedient that further powers be conferred on the Company with reference to the retention and lease or other disposal of lands and the erection of buildings thereon and the provision of

A.D. 1923. housing accommodation for persons in the employment
 — of the Company :

And whereas it is expedient that some of the provisions of the existing Acts of the Company should be amended or repealed and that further powers should be conferred upon the Company as hereinafter provided :

And whereas it is expedient that the Company should be authorised to apply their funds for the purposes of this Act and for the general purposes of their undertaking :

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

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

Short title.

1. This Act may be cited for all purposes as the Great Western Railway (Additional Powers) Act 1923.

Incorporation of
 general
 Acts.

2. The following Acts and part of an Act are except where expressly varied by this Act incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

Provided always that any question of disputed compensation under this Act or any Act incorporated therewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party.

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863.

Interpretation.

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" means the new railway by this Act authorised.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company or society" provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

A.D. 1923.
 —
 Protection of gas and water mains of local authorities.

5. 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 relating thereto the railway hereinafter described with all proper stations sidings approaches roads works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company. The new railway hereinbefore referred to and authorised by this Act is:—

Power to make new railway and works.

A railway 1 mile 3 furlongs and 1 chain in length commencing in the parish of Colwall in the rural district of Ledbury in the county of Hereford by a junction with the Worcester and Hereford Railway of the Company at a point 8 chains or thereabouts north-east of the footbridge over that railway at Colwall Station and terminating in the parish of Malvern Wells in the urban district of Malvern in the county of Worcester by a junction with the said railway at a point 14½ chains or thereabouts north-east of the north-eastern end of the tunnel (known as Colwall Tunnel) on that railway.

6. The railway shall for the purposes of maximum fares rates and charges for traffic of every description and for all other purposes be deemed to be part of the Worcester and Hereford Railway of the Company.

Rates and charges for railway.

7. In making the railway and works in connection therewith the Company may deviate laterally to any

Power to deviate.

A.D. 1923. — extent not exceeding the limits of deviation shown on the deposited plans and vertically from the levels shown on the deposited sections to any extent not exceeding 10 feet upwards and 15 feet downwards or to such further extent as they may find necessary or convenient and as may be sanctioned by the Minister of Transport.

For protec-
tion of
Malvern
Urban
District
Council.

8. Notwithstanding anything contained in this Act or shown upon the deposited plans the following provisions for the protection and benefit of the Malvern Urban District Council (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say) :—

- (1) Any shaft which the Company may construct in the Malvern Urban District for the purpose of ventilating the railway^a where the same is constructed in tunnel shall at the option of the Company either (i) be of such reasonably ornamental design as failing agreement between the Company and the council may be determined by arbitration as hereinafter provided or (ii) be surrounded by trees to be provided and planted by the Company to the reasonable satisfaction of the council and such trees shall thereafter be maintained by the Company to the like satisfaction :
- (2) No spoil heaps except in connection with any ventilating shaft which the Company may find it necessary to construct on the railway shall be formed or made in the Malvern Urban District other than upon the lands numbered on the deposited plans of the railway 41 44 45 and 46 in the parish and urban district of Malvern :
- (3) Within a period of three years from the completion of the railway the Company shall to the reasonable satisfaction of the council plant the said lands with trees or sow the same with grass :
- (4) The subway connecting the enclosures numbered 43 and 46 on the said deposited plans under the existing railway of the Company shall be extended by the Company so as to

carry the same under the railway and of a width of not less than six feet and of a height of not less than nine feet : A.D. 1923. —

- (5) The Company shall make full compensation to the council for any damage to any works of the council which may be caused at any time by or in consequence of the construction or user of the railway or from the act or default of the Company their contractors servants or agents and the Company shall also indemnify the council against any claim made against them and arising out of or due to any such damage as aforesaid :
- (6) Any difference arising between the council and the Company under the provisions of this section shall unless otherwise agreed be referred to and determined by an engineer to be agreed or failing agreement to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

9. Notwithstanding anything contained in this Act the following provisions shall apply for the protection of the Malvern Hills Conservators (hereinafter called "the conservators") unless otherwise agreed in writing between the conservators and the Company :—

For protection of
Malvern
Hills Con-
servators.

- (1) The Company shall not purchase or acquire any part of the surface of the common or commonable lands known as the Malvern Hills except so much thereof not exceeding half an acre as may be necessary for the construction of a ventilating shaft from the tunnel on the railway and the deposit of the spoil therefrom :
- (2) As soon as may be practicable after the completion of the shaft the Company shall form and turf or plant with grass seed the spoil heap to the reasonable satisfaction of the conservators and the same shall remain open for the use of the public and shall form part of the said common or commonable lands.

A.D. 1923.

—
For protec-
tion of
Frederick
Ballard.

10. Notwithstanding anything contained in this Act the following provisions for the protection of Frederick Ballard (in this section referred to as "the owner") shall unless otherwise agreed in writing between the Company and the owner have effect :—

- (1) The compensation to be paid to the owner under the Lands Clauses Acts for the acquisition of any lands or easements belonging to him shall include compensation for severance and for depreciation of other lands and property of the owner and also for disturbance and interference during the construction of the railway and works and the amount of such compensation shall failing agreement be determined by arbitration in manner provided by the Lands Clauses Acts :
- (2) Except as hereinafter provided the Company shall permanently fence off all land acquired by them from the owner with a suitable fence before the construction of the railway is commenced :
- (3) All drainage and water supplies and gas pipes and telephone wires to Broadwood House Winning's Farm and other property of the owner which may be interrupted or interfered with during the construction of the railway and works shall forthwith be restored and made good by the Company to the reasonable satisfaction of the owner and the owner shall afford to the Company all reasonable facilities for that purpose or the Company shall at their option pay compensation to the owner in respect thereof :
- (4) The Company or their contractors may tip soil and spoil from the tunnel upon the south-western portion of the field adjoining the monument provided the same is not raised to an unreasonable height and the surface thereof is reasonably formed and turfed or sown with grass seed Provided also that the road called Ballard's Drive and numbered 16 in the parish of Colwall on the deposited plans of the railway and the water main in that road are not interfered with Before commencing such tipping the

Company shall erect a suitable fence between the portion of the said field required for such purpose and the remainder thereof and the fence shall on the completion of the work become the property of the owner : A.D. 1923.
—

- (5) The Company shall divert to the reasonable satisfaction of the owner the drain or ditch situate in the enclosures numbered on the said plans 2 3 4 7 and 8 in the said parish along the southern boundary of the lands acquired by the Company under the powers of this Act or on other lands of the owner as may be agreed and if such diversion is made on such other lands it shall be pitched with stone and in either case where drainage pipes enter the diverted drain or ditch and are cut through the outlets thereof shall be formed with concrete and shall be at least one foot above the bottom of the diverted drain or ditch :
- (6) Before any shaft is constructed in the enclosures numbered on the said plans 17 and 19 in the said parish the Company shall submit the plan and design of the same to the owner for his approval and such approval shall not be unreasonably withheld :
- (7) If the Company acquire any portion of the surface land over the line of the tunnel they shall not fence off such land except during the construction of the railway and the owner and his tenants shall have full power after the completion of the railway and works to walk over and utilise the surface of such land without any hindrance from the Company and also a right to lay mains sewers wires and pipes across or under and over such land provided that the same are laid at a depth not greater than six feet below the surface :
- (8) In the event of any damage or injury arising during the construction of the railway to Broadwood House or other property of the owner or the amenities appertaining thereto by subsidence due to the construction of the railway the Company shall pay compensation

A.D. 1923.

to the owner the amount of which failing agreement shall be settled by arbitration :

- (9) Should the Company find it necessary to lay down a temporary railway near to Broadwood House the Company shall construct the same on such route as may be previously assented to in writing by the owner such consent not to be unreasonably withheld :
- (10) The Company shall provide gates at the level crossings by the temporary railway of the roads numbered respectively on the said plans 13 and 16 in the said parish and such gates shall be kept closed across such railway except when traffic is passing or about to pass along such railway over such crossings :
- (11) The Company shall pay the proper proportion of the tithe rentcharge rates or other similar charges which may be payable in respect of any lands of the owner acquired by the Company or used in connection with the construction of the railway and works and during such use :
- (12) Except as in this section otherwise expressly provided any difference arising between the owner and the Company respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party by the President of the Surveyors Institution and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of
George
Ballard.

11. For the protection of George Ballard or other the owner or owners for the time being of the springs in this section referred to (in this section referred to as the "owner") the following provisions shall unless otherwise agreed in writing between the owner and the Company have effect (that is to say) :—

- (1) In this section the expression "the springs" means the springs on the estate of the owner in the parish of Colwall in the county of Hereford commonly known as Glenwood Spring and Pitts Spring and shown in red on the plan signed

by William Wylie Grierson on behalf of the A.D. 1923.
Company and by the owner : —

- (2) If owing to the construction of the railway or any works in connection therewith or incidental thereto there shall during the period between the commencement of the construction of the railway and the expiration of one year after the opening of the railway for traffic be any diminution in the normal flow of water from the springs or either of them thereupon the Company shall at their option either (a) afford to the owner and at his request direct to any water consumer receiving within the period limited by this subsection a supply of water from the springs or either of them a supply of water suitable for the purposes for which it is used and equal in quantity to the amount of such diminution at such cost or rate (if any) as that the total cost to the owner of obtaining the normal supply for himself and his consumers shall be the same after as before the construction of the railway and for the purpose of affording a supply of water the Company shall be granted by the owner such reasonable facilities as he has legal power to grant including the use of other springs (if any) on the property of the owner and the laying or alteration of mains and pipes (including those of the owner) through such property as may be agreed upon between the owner and the Company or in default of agreement settled by arbitration under this section the Company making compensation to the owner for such facilities or (b) make compensation in money to the owner for any loss resulting from the diminution of supply and where any premises are supplied with water by the owner either free of charge or at a nominal or other annual rent or sum less than the charge which the owner might reasonably expect to obtain in respect of those premises the owner's water rent or royalty for such premises shall for the purpose of compensation be deemed to be an annual sum equal to such last-mentioned charge :

A.D. 1923.
—

- (3) For the purposes of this section it shall be assumed that any diminution in the normal flow is due to the construction of the railway or works connected therewith unless the contrary shall be proved to the satisfaction of an arbitrator appointed as hereinafter provided :
- (4) A supply of water from the mains of any water authority or company supplying water within the district shall be deemed to be a suitable supply to all consumers other than to the Schweppes' Mineral Water Works adjoining Colwall Station :
- (5) The owner shall within one month after the same shall have been discovered give notice to the Company addressed to their secretary of any deficiency in the supply of water from the springs or either of them which in the opinion of the owner is due to the construction of the railway and if the Company dispute the accuracy of the matters contained in such notice or their liability in respect thereof they shall within one month of the receipt by them of such notice give notice to the owner of their objections thereto whereupon failing agreement the matter shall be determined by arbitration as hereinafter provided :
- (6) The Company shall at any time and from time to time on giving reasonable notice to the owner have the right to examine and gauge the springs or either of them and to take such measurements as they may desire :
- (7) Any question or dispute arising under this section shall be referred to and determined by a single arbitrator to be agreed on between the parties or in default of agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to the reference.

For protec-
tion of
London
Midland
and Scottish

12. All running and other powers rights and facilities which the London Midland and Scottish Railway Company possess or are entitled to or may exercise over or upon or with reference to the Worcester and Hereford

A.D. 1923.

Railway of the Company shall extend and apply to the railway.

Railway
Company.

13. Nothing in this Act contained shall empower the Company to enter upon take or use the house and field numbered respectively on the deposited plans of the railway 30 and 31 in the parish of Malvern Wells in the urban district of Malvern in the county of Worcester.

Restriction
on taking
certain
property for
railway.

14. Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the bridge widening and other works and the new road and other works hereinafter mentioned and may stop up and discontinue the portions of roads to be stopped up or diverted and exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company (that is to say):—

Power to
make bridge
widening
alterations
of roads &c.

In the parish and county borough of Swansea in the county of Glamorgan the widening on both sides of the bridge carrying the Swansea Branch Railway of the Company over Jockey Street and the road known as Upper Strand ;

In the parish and county borough of Dudley in the county of Worcester :

They may stop up and discontinue so much of Pear Tree Lane as lies between its junction with Blowers Green Road and a point 10 chains or thereabouts south-west thereof and in lieu thereof they may make a new road between the said point and a point in Blowers Green Road 7 chains or thereabouts south of the said junction.

In the parish and county borough of Swansea in the county of Glamorgan :

They may stop up and discontinue so much of Bethesda Street as lies between its junction with Prince of Wales Road and its junction with Elephant Street and Bargeman's Row and John Street for a distance of $\frac{1}{2}$ chain or thereabouts from its junction with Bethesda

A.D. 1923. — Street and they may make a new road between the junction of Bethesda Street with Prince of Wales Road and a point in or near the western boundary of the Swansea Branch Railway of the Company 3 chains or thereabouts north of the bridge carrying that railway over the road known as Upper Strand :

They may stop up and discontinue so much of Pottery Street as lies between its junction with the road known as The Strand and the eastern side of the bridge carrying the said branch railway over that street.

Power to
Company
to acquire
additional
lands.

15. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say) :—

In the parish and urban district of Slough and in the parish of Farnham Royal in the rural district of Eton in the county of Bucks—

Certain lands lying on and adjoining the northern side of the main line of railway of the Company and extending in a westerly direction for a distance of 42 chains or thereabouts from Stoke Poges Lane but nothing contained in this Act or shown upon the deposited plans shall empower the Company to alter divert or stop up any footpath which is situate upon such lands :

In the parish and city and county borough of Bristol in the county of Somerset—

Certain lands lying between Rose Street Avon Street Little Avon Street Temple Back and Pipe Lane and (if the Company are or if and when they become the owners of the lands on both sides thereof) they may stop up and discontinue Pipe Lane between the respective junctions therewith of Rose Street

and Temple Back and so much of Tower Street as lies between its respective junctions with Pipe Lane and Avon Street : A.D. 1923.
—

In the parish and urban district of Paignton in the county of Devon—

Certain lands lying on and adjoining the western side of the Dartmouth and Torbay Railway of the Company and extending from Roundham Road to the level crossing (known as Tanners level crossing) by the said railway of the road leading to Goodrington Sands :

In the parish and county borough of Dudley in the county of Worcester—

Certain lands lying on and adjoining the western side of Blowers Green Road and extending in a southerly direction for a distance of 14 chains or thereabouts from the junction of that road with Pear Tree Lane :

In the parish and county borough of Newport in the county of Monmouth—

Certain lands (a) lying between the Company's goods yard at High Street Station and Railway Street and (b) at and near the junction of Station Street with HARRY STREET and in connection therewith the Company may stop up and discontinue HARRY STREET between its junction with Station Street and a point 2 chains or thereabouts east thereof and Station Street between its northernmost end and a point 2 chains or thereabouts south thereof and in lieu thereof the Company may make a new road between the said points :

In the parish and city and county borough of Cardiff in the county of Glamorgan—

Certain lands lying on and adjoining the eastern side of the Roath Branch Railway of the Company and extending from Splott Park to the foreshore ;

Certain other lands lying on and adjoining the western side of the said branch railway and at and near the junction of Swansea Street with Roath Moor Road and in connection therewith the Company may stop up

A.D. 1923.

and discontinue each of the said roads for a distance of $4\frac{1}{2}$ chains or thereabouts from their junction and also Menelaus Street for a distance of 1 chain or thereabouts from its junction with Swansea Street :

In the parish and county borough of Swansea in the county of Glamorgan—

Certain lands lying on and adjoining both sides of Bethesda Street east of its junction with Prince of Wales Road and certain other lands lying between the road known as Upper Strand and the Company's Swansea Branch Railway and extending from the bridge carrying that railway over Upper Strand to Hafod Street.

For protection of
 Secretary of State for
 War &c.

16. Nothing in this Act contained authorises the Company :—

- (1) To take enter upon use or interfere with any land soil or water or any right in respect thereof for the time being vested in or in the occupation of or exercised or exercisable by His Majesty's Principal Secretary of State for the War Department (hereinafter called "the Secretary of State") or in or by the President of the Air Council (hereinafter called "the President") or in or by any other person body or corporation acting for or on behalf of the Secretary of State or the President without the consent of the Secretary of State or the President (as the case may be) signified in writing under his hand which consent the Secretary of State and the President respectively are or either of them is authorised to give subject to such special or other conditions as they or he shall see fit to impose on the Company; or
- (2) To take away lessen prejudice or alter any rights privileges or powers vested in or exercised or exercisable by the Secretary of State or the President (including any rights privileges or powers for the defence of the realm whether under any statute or regulation or otherwise) without such consent as aforesaid,

This section shall take effect notwithstanding that any such land as in this section mentioned may be delineated on the deposited plans described in the deposited books of reference or mentioned in any schedule to this Act. A.D. 1923.

17. The following provisions for the protection and benefit of the Slough Urban District Council (in this section called "the council") shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—
For protection of Slough Urban District Council.

- (1) In the event of the Company proposing to construct any building siding or other work over the site of the sewers or manholes of the council situate in the enclosures numbered on the deposited plans 2 3 and 5 in the parish and urban district of Slough they shall before commencing such construction (at their own expense but to the reasonable satisfaction of the council and in accordance with plans and sections to be previously submitted to and reasonably approved by the council) either strengthen the said sewers where situate under the said intended building siding or work or divert the same to a position to be reasonably approved by the council and shall also in either case provide such substituted or additional manholes as may be required in positions to be similarly approved :
- (2) If any difference shall arise between the Company and the council as to whether the said sewers shall be strengthened in manner aforesaid or whether the same are to be diverted or with reference to the other foregoing provisions of this section such difference shall unless otherwise agreed be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889 :
- (3) Nothing in this section shall prejudice alter or affect the rights of the Company or the council under any agreement between them relating to any sewer of the council.

A.D. 1923.
—
For protec-
tion of
Eton Rural
District
Council.

18. The following provisions for the protection of the Eton Rural District Council (in this section called "the council") shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

- (1) In the event of the Company requiring to tip over the open streams situated in the enclosures numbered on the deposited plans 2 3 and 6 in the rural district of Eton they shall at their own expense and to the reasonable satisfaction of the council extend the existing pipe in the enclosure numbered 3 in either direction so far as may be necessary or at the option of the Company divert the course of the existing stream and pipe clear of the intended works of the Company and carry it by means of a similar pipe or open channel as they may desire but to the reasonable satisfaction of the council in all respects :
- (2) If any difference shall arise between the Company and the council with reference to the provisions of this section such difference shall unless otherwise agreed be determined by an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protec-
tion of
Bristol
Corporation.

19. For the protection of the lord mayor aldermen and burgesses of the city of Bristol (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company have effect (that is to say):—

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not stop up any part of Pipe Lane or of Tower Street unless and until they shall have completed to the reasonable satisfaction of the corporation and opened for traffic a new road thirty feet in width in continuation in a north-easterly direction of Little Avon Street to Temple Back in the line and situation shown by red lines on the plan (hereinafter referred

to as "the signed plan") signed by the Right Honourable the Earl of Donoughmore the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred (of which plan copies have been deposited in the Parliament Office of the House of Lords and the Private Bill Office of the House of Commons and with the Company and the corporation) or if the Company acquire the land necessary therefor then in the line and situation shown by blue lines on the signed plan : A.D. 1923.

- (2) The Company shall before opening the said new road for traffic at their own expense and to the satisfaction of the corporation make up pave channel and kerb the said new road with a carriageway twenty feet in width and shall form a footpath of a width of five feet on each side of the said new road throughout its length and for such purpose the Company may take up any materials in the parts of Pipe Lane and Tower Street to be stopped up and re-use them so far as reasonably suitable in the construction of the said new road and footpaths and the corporation shall afford the Company reasonable facilities for such purpose :
- (3) Upon the completion and opening for traffic of the said new road the same and the site and soil thereof shall by virtue of this Act become the property of and be vested in the corporation :
- (4) Forthwith after the Company shall have acquired any lands abutting upon the south-western side of Temple Back and situate between Pipe Lane and the said new road they shall grant and convey to the corporation free of charge and of all costs and expenses in connection therewith such portions of the said lands as are situate north-eastward of the red line marked on the signed plan between the letters C and D and the corporation shall utilise the said lands for the purpose of widening and making up Temple Back so as to incorporate the lands so granted and conveyed to them without expense to the Company as frontagers or otherwise :

A.D. 1923.
—

- (5) The Company shall pay to the corporation as owners compensation and purchase money for the site of such portions of Pipe Lane and Tower Street or either of them as shall be stopped up by the Company under the powers of this Act the amount of such compensation and purchase money to be determined (failing agreement) under the provisions of the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement. Provided that in calculating the area of land in respect of which the corporation are to receive compensation and purchase money under the provisions of this subsection there shall be deducted from the aggregate area of the said portions of Pipe Lane and Tower Street the area of land comprised in the new road to be constructed under the provisions of subsection (1) of this section and of the land to be conveyed by the Company to the corporation under the provisions of this section for the purpose of widening Temple Back :
- (6) If the Company place erect or construct over or within five feet on either side of any sewer of the corporation laid in or under Pipe Lane or Tower Street or any part of the lands to be acquired by the Company under the powers of this Act any lines of rails buildings or other structures or works they shall contemporaneously with such placing erecting or constructing at their own expense construct to the reasonable satisfaction of the corporation such works as the corporation may reasonably require for the protection of the said sewers and shall at all times after such construction maintain and keep in repair the said protective works :
- (7) The corporation shall at all times be entitled to inspect maintain repair renew alter or replace the said sewers or any of them and to have free access to the said sewers for any such purpose as aforesaid. Provided that in exercising the powers of this subsection the corporation shall cause as little damage or inconvenience to the Company as may be :

- (8) If the Company close or render inaccessible any manhole existing at the date of the passing of this Act and used in connection with any such sewer as aforesaid they shall provide to the reasonable satisfaction of the corporation substituted manholes affording as far as may be reasonably practicable equally convenient means of access to the said sewers and the corporation and their officers inspectors and workmen shall at all times have free and (so far as may be reasonably practicable) uninterrupted access to the manholes as existing from time to time : A.D. 1923. —
- (9) If in consequence of the user for the purposes of the undertaking of the Company of any lands acquired by the Company under the powers of this Act any injury shall be caused to any of the said sewers (whether any such protective works as aforesaid shall have been constructed or not) the Company shall repay to the corporation the cost reasonably incurred by them in making good any such injury and shall also indemnify the corporation against all claims losses damages costs charges and expenses arising out of or resulting from any such injury :
- (10) The Company shall not make or use any entrance to or exit from any part of the lands to be acquired by them under the powers of this Act for vehicular traffic from or into Rose Street or any part thereof between the points marked A and B on the signed plan :
- (11) If any question shall arise between the corporation and the Company under the provisions of this section (other than subsection (5) thereof) such question shall be referred to and determined by an arbitrator to be agreed upon between the parties or (failing agreement) to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

20. For the protection of the Bristol Waterworks Company (in this section called " the water company ") For protection of

A.D. 1923. the following provisions shall have effect (that is to say) :—

—
Bristol
Waterworks
Company.

- (1) At least one month before the Company stop up and discontinue those portions of Pipe Lane and Tower Street in the parish and city and county of Bristol which by this Act they are authorised to stop up and discontinue or interfere with the mains of the water company in the said lane and street they shall give to the water company notice in writing of their intention so to do whereupon the water company shall within two months of such notice lay a water main eight inches in internal diameter at such reasonable depth as their engineer may determine from a point in Victoria Street immediately opposite Avon Street along Avon Street and Little Avon Street and the site of the extension of Little Avon Street as provided for by the section of this Act the marginal note of which is "For protection of Bristol Corporation" to a point in Temple Back where the same shall be connected with the water company's existing four-inch main and shall also within the said period of two months lay down a new main six inches in internal diameter along Temple Back and connect the same with the said new eight-inch water main (before its junction with the said four-inch main) and with the existing six-inch fire sprinkler main supplying the premises of Messieurs Stoate and Sons :
- (2) Until the mains referred to in the preceding subsection have been completely laid and brought into use or until the expiration of the said period of two months whichever shall first happen the Company shall not do anything to impede the passage of water through or prevent full access by the water company to the mains at present laid in those portions of Pipe Lane and Tower Street so to be stopped up :
- (3) The water company shall not make any connection with the said new water main between its junctions with the existing water mains in Victoria Street and Temple Back respectively

so long as a supply of water for fire sprinkler purposes is being afforded to Messieurs Stoate and Sons from the new six-inch main to be laid down under the provisions of subsection (1) hereof : A.D. 1923.

- (4) All water mains pipes apparatus or appliances rendered unnecessary in consequence of the stopping up or discontinuance of the streets or portions of streets before mentioned shall become the property of the Company :
- (5) All costs charges and expenses reasonably incurred by the water company under the provisions of this section including the costs charges and expenses of and in relation to the watching by the water company of the works of the Company shall be repaid by the Company to the water company on demand :
- (6) If any difference shall arise between the Company and the water company under this section such difference shall be determined by an engineer to be appointed unless otherwise agreed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with regard to the settlement of disputes by arbitration shall extend and apply to the determination of such difference.

21. For the protection of the Bristol Gas Company (in this section called " the gas company ") the following provisions unless otherwise agreed between the Company and the gas company shall have effect (that is to say) :— For protection of Bristol Gas Company.

- (1) At least fourteen days before commencing the execution of any works authorised by this Act which will in any way interfere with or affect any mains service pipes or apparatus of the gas company the Company shall submit to the gas company plans sections and particulars showing the manner in which such gas mains service pipes and apparatus are proposed to be dealt with and if within fourteen days from such submission the gas company disapprove of the said plans sections or particulars

A.D. 1923.
—

or make any further requirements in relation to the dealing with the same such work shall not be commenced until the said plans sections and particulars have been agreed or settled by arbitration. Provided that if the gas company do not within fourteen days after such submission signify their approval or disapproval thereof or their requirements in relation thereto they shall be deemed to have approved of such plans sections and particulars and such mains service pipes and apparatus shall unless otherwise agreed be dealt with only in accordance with such plans sections and particulars and all works involving the interference with or affecting the same shall be executed under the superintendence if given and to the reasonable satisfaction of the engineer of the gas company or their duly authorised officer :

- (2) The engineer of the gas company may at the reasonable cost in all things of the Company execute all such works and do all such acts as may be reasonably necessary for the cutting off or diversion removing raising refixing sinking or otherwise altering the position of and restoring and protecting any mains service pipes valves or other apparatus or machinery of the gas company which it may be necessary to disconnect divert remove raise refix sink alter restore or protect by reason of the execution by the Company of any of the powers of this Act and for preventing any interruption to the supply of gas by the gas company or any obstruction or increased expense to the gas company in the repair renewal or inspection of such mains service pipes apparatus or machinery :
- (3) All costs charges and expenses reasonably incurred by the gas company under the provisions of this section including the reasonable costs charges and expenses of and in relation to the superintendence or watching by the gas company of any works of the Company authorised by this Act by which any mains service pipes or apparatus of the gas company may be interfered

with or affected shall be paid by the Company to the gas company on demand : A.D. 1923.
—

- (4) If any interruption whatsoever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by or in consequence of any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any duly authorised person in the employ of them or any or either of them in the execution of the powers of this Act the Company shall pay to the gas company a sum or sums of money equivalent to the value of the gas so lost such sum or sums of money to be recovered in case of default by the gas company in any court of competent jurisdiction and the Company shall also be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company (including injury and loss by explosion) through or by reason of or consequent on any such act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others in the execution of the powers of this Act and the Company shall effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of any such act or omission :
- (5) If by reason of the exercise of the powers of this Act any new or increased length or size of gas mains or service pipes be rendered necessary in order to sustain the present pressure and system of supply of gas whether in the area affected by this Act or in any other area the same shall be provided and laid by the gas company at the reasonable cost of the Company :
- (6) Whenever by the appropriation or destruction of property by this Act authorised to be acquired by the Company or by the stopping up of any street or road authorised by this Act to be stopped up any gas mains or service pipes or any apparatus connected therewith the property

A.D. 1923.

of the gas company shall be rendered unnecessary the Company shall pay to the gas company the value of such gas main service pipe and apparatus and the gas mains service pipes or apparatus so rendered unnecessary shall become the property of the Company :

- (7) If any difference shall arise between the Company and the gas company touching this section or anything to be done or not to be done thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on between the parties) on the application of either party by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall extend and apply to the determination of such difference.

For protection of
Dudley
Corporation.

22. The exercise by the Company of the powers of this Act relating to the lands and works in the parish and county borough of Dudley shall be subject in all respects to the observance by the Company of the terms of an agreement dated the eighth day of June nineteen hundred and twenty-three and made between the Company of the one part and the mayor aldermen and burgesses of the borough of Dudley of the other part.

For protection of
Newport
(Monmouthshire) Gas
Company.

23. For the protection of the Newport (Monmouthshire) Gas Company (in this section called "the gas company") the following provisions shall unless otherwise agreed between the gas company and the Company apply and have effect (that is to say) :—

- (1) The provisions of sections 18 to 21 of the Railways Clauses Consolidation Act 1845 shall apply and have effect with regard to the construction and execution of all works authorised by this Act across over or under or in any way affecting any mains or other pipes and fittings of the gas company and for the purposes of this section the expression "the railway" when used in those sections shall be deemed to include all

such works Provided always that notwithstanding anything in section 20 of the said Act of 1845 the Company shall be at liberty to lay to the reasonable satisfaction of the engineer to the gas company the pipes therein referred to under the pavement of the footways and that the Company shall not be required to lay such pipes whether under the roadway or footway at a greater depth than the pipes for which they are substituted :

- (2) Before interfering with any mains pipes fittings or apparatus of the gas company (hereinafter together called "apparatus") in connection with the construction of any works by this Act authorised the Company shall give as long a notice as is reasonably possible accompanied by a sufficient description of the works to be executed and shall deal with the gas company's apparatus (at the cost in all things of the Company) and all works involving the interference with such apparatus under the superintendence if such be given and to the reasonable satisfaction of the engineer of the gas company :
- (3) Any work of removal deviation alteration or support of the apparatus of the gas company necessitated by the construction or execution of the said works shall if the gas company by notice in writing so desire be done by the gas company and the reasonable expenses of the gas company in connection therewith shall be paid by the Company :
- (4) If any interruption (unless authorised by the gas company) in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by any act or omission of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall pay to the gas company such reasonable compensation as may be agreed or failing agreement as shall be settled by arbitration as provided by this section :

A.D. 1923.

--

- (5) If by reason of the execution of any of the powers of this Act the gas company shall necessarily incur any cost in altering repairing renewing or removing any existing apparatus of the gas company the Company shall repay to the gas company such reasonable cost :
- (6) If it shall be necessary to construct any portion of the works by this Act authorised over any apparatus belonging to the gas company provision shall be made to the reasonable satisfaction of the engineer of the gas company for protecting such apparatus from injury and for affording reasonable access thereto and the Company shall afford the gas company access thereto at all reasonable times for the purpose of examination alteration renewal or repair :
- (7) If the Company shall for any of the purposes of this Act or the incorporated Acts take close divert or do away with any streets highways roads footpaths lanes courts passages or places wherein is laid any apparatus belonging to and now used by the gas company for the supply of gas they shall pay to the gas company reasonable compensation for the value of such apparatus :
- (8) The foregoing provisions of this section so far as the same are in accord shall be in addition to and not in substitution for or derogation from any other statutory powers rights or privileges of the gas company :
- (9) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the gas company under any agreement between them relating to the mains pipes or other works of the gas company and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply :
- (10) If any difference shall arise between the Company and the gas company respecting any matter under this section the same shall in default of agreement be determined by an engineer to be agreed upon or failing agreement to be appointed on the application of either

party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall extend and apply to the determination of such arbitration. A.D. 1923. —

24. For the protection of the lord mayor aldermen and citizens of the city of Cardiff (in this section called “the corporation”) the following provisions shall have effect except so far as the corporation and the Company may otherwise agree (that is to say) :— For protection of Cardiff Corporation.

- (1) In this section the word “street” has the same meaning as it has in the Public Health Act 1875 and the expression “water mains” includes water conduits water mains and pipes hydrants valves meters and water apparatus and appliances belonging to the corporation :
- (2) The Company shall bear any costs incurred in strengthening and securing so far as may be necessary the sewers of the corporation from all damage which may be occasioned by reason of the said works and shall for ever uphold and maintain such strengthening works in good and efficient repair to the reasonable satisfaction of the corporation and the Company shall allow the corporation their officials agents workmen and contractors with materials to have free access at all reasonable times to any part of the sewers so strengthened and secured :
- (3) The Company shall not stop up or discontinue any part of Swansea Street Roath Moor Road or Menelaus Street without first making at their own expense a new street connecting Swansea Street and Roath Moor Road in substitution for the portions of the said streets to be stopped up and discontinued and a junction of Menelaus Street with such new street in a position to be reasonably approved by the corporation and until such new street has been opened to the public :
- (4) The said new street shall have a width throughout of not less than forty feet including a footway on either side thereof of a width of six feet and shall be formed and made up with a good macadam surface at a proper and convenient

A.D. 1923.
—

level to the reasonable satisfaction of the corporation and the connection of Menelaus Street with the said new street shall be formed and completed of the same width as the remaining portion of that street and to the like satisfaction. The Company shall maintain and repair to the like satisfaction the said new street for the period of twelve months from the date of the completion thereof :

- (5) If any water main belonging to the corporation be rendered unnecessary by reason of the pulling down of the buildings supplied thereby the Company shall reimburse the corporation the value of such water main :
- (6) Any relaying alteration or diversion of any existing or the substitution of any new for any existing water main or sewer executed under or rendered necessary by the exercise of the powers of this Act may be effected by the corporation at the reasonable cost of the Company and any new or additional water main or sewer and any increased length of any existing water main or sewer so rendered necessary shall be provided by the corporation at the reasonable cost of the Company. Provided that nothing herein contained shall empower the corporation to execute or construct any works which when constructed will form part of the undertaking or works of the Company but all such works shall be carried out under the superintendence and to the reasonable satisfaction of the engineer of the Company :
- (7) All works executed by the Company under the powers of this Act in any way affecting any water mains streets sewers or drains which are the property of the corporation shall (subject in the case of any water main or sewer to the right of the corporation to execute the same) be executed by and at the cost of the Company under the superintendence if such be given and to the reasonable satisfaction of the corporation in accordance with plans and sections reasonably approved of by them before the commencement of the work. Provided that if the corporation fail for a period of twenty-eight days after the

submission of the said plans and sections to express in writing their disapproval thereof or their requirements in relation thereto the corporation shall be deemed to have approved thereof. The corporation shall be at liberty to employ in connection with such works as aforesaid which may be carried out by the Company any watchmen or inspectors who may be reasonably required and the Company shall pay to the corporation the reasonable cost incurred by them in connection with the employment of such watchmen and inspectors : A.D. 1923.

- (8) Nothing in this Act shall interfere with the rights or powers of the corporation in relation to the making of new sewers and drains or the laying of new water mains and if the corporation at any time desire to construct or lay any sewer drain or water main under any works constructed on any land acquired by the Company under the powers of this Act the Company shall give to the corporation all reasonable facilities for carrying out the work required for the purposes of this subsection but all such works shall be carried out under the superintendence and to the reasonable satisfaction of the engineer of the Company :
- (9) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation and for the execution by the corporation of any such works and the acquisition of land therefor :
- (10) If any difference arise between the Company and the corporation touching anything to be done or not to be done under the provisions of this section such difference shall be settled by arbitration by an engineer appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889 :

A.D. 1923.
—

- (11) The provisions of this section shall not extend or apply to any sewer drain water or electric main laid down by the corporation under or over or along the property of the Company under the provisions of any agreement between the Company or their predecessors in title and the corporation where the provisions of this section are inconsistent with the provisions of the agreement in which case the provisions of the agreement shall apply.

For protection of Marquis of Bute.

25. For the protection of the most Honourable John Marquis of Bute and Earl of Dumfries (in this section referred to as "the Marquis" which expression shall include the sequels in estate and assigns of the Marquis and Mountjoy Limited) the following provisions shall unless otherwise agreed between the Marquis and the Company apply and have effect (that is to say) :

- (1) In the event of the Company constructing any sidings or other works across or interfering with the sewer leading from the Tharsis Copper Works to the outfall of that sewer in the Bristol Channel they shall to the reasonable satisfaction of the Marquis strengthen and secure such sewer from all damage which might be occasioned by reason of the construction of such sidings and other works and shall for ever uphold and maintain such strengthening works in good and sufficient repair to the reasonable satisfaction of the Marquis and the Marquis his agents contractors and workmen shall have free access at all reasonable times to any part of such sewer so crossed or interfered with to inspect the same :
- (2) If any difference shall arise between the Marquis and the Company under this section such difference shall be settled by arbitration by an engineer appointed unless otherwise agreed upon the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference :

For protection of

26. The following provisions for the protection and benefit of the mayor aldermen and burgesses of

the county borough of Swansea (hereinafter called "the corporation") shall in addition to any other provisions enuring for their protection and benefit and except so far as may be otherwise agreed between the Company and the corporation apply and have effect (that is to say):—

A.D. 1923.

—
Swansea
Corporation.

- (1) Notwithstanding anything shown on the deposited plans and section the Company shall not construct the new road between the points marked C and D on the deposited plans or stop up or discontinue any part of Bargeman's Row or interfere with the junction of Bargeman's Row with Jockey Street but they may for the purposes of their works erect and maintain a bridge over Bargeman's Row of a width of the existing street and with a headway of seven feet six inches at the springing of the arch and thirteen feet six inches at the crown thereof and not less than twelve feet above the channelling on each side of the roadway:
- (2) The new road to be constructed under the powers of this Act in the borough of Swansea between the points marked A and B on the deposited plans shall be the private property of the Company and when completed shall be repaired and maintained by and at the expense of the Company:
- (3) When constructing the said new road the Company shall at their own cost and expense carry out so far as in the reasonable opinion of the corporation may be necessary strengthening works for the protection of the existing sewer in Bethesda Street and where necessary shall raise the existing manholes in connection with such sewer up to the level of the new road:
- (4) In connection with the construction of the said new road the corporation shall be entitled to divert the existing sewer at the junction of Bethesda Street and Bargeman's Row to such extent as may be necessary and to remove and fill in the existing manhole near such junction and in place thereof to construct under the bridge carrying the said new road over Elephant Street a substituted manhole and

A.D. 1923.

any additional manholes necessary in connection with the diverted sewer All costs and expenses which the corporation may incur in connection with the diversion of the said sewer shall be borne and paid by the Company :

- (5) The corporation shall be entitled to construct and maintain a new sewer of such dimensions as may be found necessary and also any additional sewers and incidental works which they may require together with all necessary manholes and shafts in connection therewith under so much of the said new road as lies between Prince of Wales Road and Upper Strand such new sewer and additional sewers and works to be constructed in such position and manner as may be agreed between the Company and the corporation or as failing agreement may be determined by arbitration as hereinafter provided :
- (6) The corporation shall be at liberty to construct and maintain under the portion of the new road which occupies the site of Bethesda Street additional water and electricity mains and to carry out any necessary alterations or works for the protection of their existing water and electricity mains and the cost of such alterations or works of protection shall be borne and paid by the Company :
- (7) The corporation shall at all reasonable times have right of access to any sewers water or electricity mains laid in or under the new road so far as the new road occupies the site of Bethesda Street for the purpose of examining maintaining or carrying out works in connection with the same :
- (8) The Company shall alter refix or rebuild all street gullies which may be disturbed in the execution of their works and disconnect and seal up any drains which may be rendered unnecessary by reason of the execution of their works :
- (9) For the purpose of affording access from John Street to the new road the Company shall in connection with the construction of the new

road provide at the north end of John Street at the option of the Company either a turning place for vehicles and a flight of stone steps of not less than five feet in width with rises and treads of six inches and eleven inches respectively or a continuation of John Street alongside the new road into Prince of Wales Road of a width of at least thirteen feet with a gradient not steeper than one in nine: A.D. 1923.

- (10) The Company shall at their own expense provide and fix two bracket lamps one at each end of the bridge carrying the new road over Elephant Street in such positions as may be approved by the corporation such lamps to be thereafter lighted and maintained by and at the expense of the corporation :
- (11) The abutments of the bridge which carries the Swansea Branch Railway over Upper Strand and Jockey Street and of the widened portions thereof shall be faced with brindled bricks to a height of six feet above the footpaths under such bridge and above that height with light buff coloured bricks and the arch of the bridge for its whole length shall be of brick-work which shall be periodically lime washed by the Company as and when reasonably required by the corporation :
- (12) Contemporaneously with the widening and reconstruction of the said bridge the Company shall remove the four iron columns supporting the existing bridge and the Company shall provide maintain and light to the reasonable satisfaction of the corporation two additional lamps under the bridge as widened :
- (13) The alignment of the abutments of the widened bridge and of the arch carrying the new road over Upper Strand shall be such as may be reasonably approved by the corporation :
- (14) All of the aforesaid works to be carried out by the Company shall be executed to the reasonable satisfaction of the corporation and all the works to be carried out by the corporation at the expense of the Company shall be executed to the reasonable satisfaction of the Company :

A.D. 1923.
—

- (15) If the land forming the forecourts of the premises numbered on the deposited plans 63 64 and 65 can be acquired at a reasonable price either by the Company or the corporation without purchasing the adjoining premises the Company shall bear and pay the cost of the acquisition of such land and also the cost to the corporation of the removal of the forecourts and the widening of Elephant Street so as to include the site of the forecourts :
- (16) If any dispute or difference arises between the Company and the corporation with respect to any matter under this section or as to anything to be done or not to be done thereunder the same shall be referred to and determined by arbitration the arbitrator being appointed failing agreement by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of
Swansea
Gas Light
Company.

27. For the protection of the Swansea Gas Light Company (in this section called " the gas company ") the following provisions shall unless otherwise agreed in writing between the Company and the gas company apply and have effect (that is to say) :—

- (1) At least twenty-eight days before commencing any works by this Act authorised affecting any mains pipes syphons tubes fittings or other apparatus (hereinafter together called " apparatus ") of the gas company the Company shall deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works :
- (2) If it should appear to the gas company that such works will endanger or render useless any of their apparatus or impede the supply of gas the gas company may give notice to the Com-

A.D. 1923.

pany to raise lower or otherwise alter the position of such apparatus or to substitute temporarily or otherwise other apparatus or to lay additional new apparatus to connect up any apparatus or any part thereof rendered useless or partially useless by any works of the Company in such manner as may be considered necessary and to lay or place under or over any apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as hereinafter provided and all such works shall be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence if such be given of the engineer of the gas company Provided that if the gas company by notice in writing to the Company within fourteen days after the receipt by them of notice of the intended commencement by the Company of any such works affecting the said apparatus so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or directly affect the apparatus of the gas company and the Company shall on completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof :

- (3) In the event of such plans sections and descriptions so delivered to the gas company as aforesaid not being objected to within fourteen days from the receipt thereof they shall be deemed to have been approved by the gas company :
- (4) The gas company may employ such watchmen as may be necessary to watch the works whereby any apparatus belonging to them will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen shall be borne by the Company and be paid by them to the gas company :
- (5) If the Company for any of the purposes of this Act take or render useless to the gas company

A.D. 1923.
—

any apparatus belonging to the gas company within the limits shown on the deposited plans they shall pay to the gas company the value of such apparatus and of the gas therein computed at the then current price of gas and such apparatus shall thereupon become the property of the Company :

- (6) If by reason of the execution of any of the powers of this Act the gas company shall necessarily incur any cost in altering repairing renewing or removing any of their existing apparatus the Company shall repay to the gas company such reasonable cost :
- (7) If any difference shall arise between the Company and the gas company respecting any matter under this section the same shall in default of agreement be determined by an engineer to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall extend and apply to such arbitration.

For protec-
tion of
Postmaster-
General.

28. Notwithstanding the stopping up of any street or road or any part thereof under the foregoing provisions of this Act the Postmaster-General may if he so desires (without derogation from any other rights vested in him) remove from any such street or road or any part thereof any telegraphic line of the Postmaster-General which is on or under the same and the Company shall pay to the Postmaster-General the expenses incurred by him of and incidental to the removal of such telegraphic line and of any telegraphic line connected therewith which in consequence will be rendered useless and the substitution of a telegraphic line in such other place as the Postmaster-General may require :

“Telegraphic line.” in this section has the same meaning as in the Telegraph Act 1878.

Stopping up
roads and
footpaths in
case of
diversion or

29. Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath in substitution for an existing road or footpath or portion thereof and the stopping up of an existing

road or footpath or portion thereof the stopping up of the existing road or footpath shall not take place until such diverted or new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the diverted or new road or footpath has been completed to their satisfaction and is open for public use. A.D. 1923.
making of
new road or
footpath.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing road or footpath or portion authorised to be stopped up shall be extinguished 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 or footpath stopped up as far as the same is bounded on both sides by lands of the Company :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

30. All private rights of way over any lands which are under the powers of this Act authorised to be acquired compulsorily shall as from the date of their acquisition be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts (as amended by this Act) with reference to the taking of lands otherwise than by agreement. As to
private
rights of
way over
lands taken
compul-
sorily.

31. The roads streets footpaths and highways to be made altered or diverted under the authority of this Act (except the stone steel or other structure of Provision as
to repair of
new roads

A.D. 1923.
—
and foot-
paths.

any bridge carrying the same over or under any railway of the Company which structure except where otherwise expressly provided by this Act shall be repaired and maintained by and at the expense of the Company) shall unless otherwise agreed or otherwise specially provided by this Act when completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portion or portions of the same roads streets footpaths and highways now devolves.

Power to
make agree-
ments as to
construc-
tion of or
contribu-
tion towards
cost of new
roads &c.

32. The Company may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or highways or any of them portions whereof shall under the provisions of this Act be stopped up with reference to the construction or contribution towards the cost of any new road street footpath or highway to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing all or any of such new roads streets footpaths or highways in which they may be interested except the stone steel or other structure of any bridge over or under any railway.

Power to
deviate in
construction
of works.

33. The Company may in constructing the works other than the railway and the works in connection therewith deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of the new roads footpaths and other similar works shown on the deposited sections to any extent not exceeding three feet or (if the work be situate in any town village street or land continuously built upon) two feet but not so as to increase the rate of inclination of any new road or street beyond that prescribed by this Act where such rate is steeper than the rate of inclination prescribed by the Railways Clauses Consolidation Act 1845 and where such rate of inclination is less than that so prescribed it may be increased to such prescribed rate except where otherwise expressly provided by this Act.

Period for
completion
of railway.

34. If the railway is not completed before the first day of October one thousand nine hundred and twenty-eight then as from that date the powers by

this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed. A.D. 1923. —

35. If the Company fail within the period limited by this Act to complete the railway and open the same for public traffic they 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 public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the works. Imposing penalty unless railway opened.

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.

Every sum of money recovered by way of such 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 Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Minister of Transport that the Company were prevented from completing or opening such 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.

36. Every sum of money so 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 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 Application of penalty.

A.D. 1923. — 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.

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 retransferred to the Company.

Period for compulsory purchase of lands.

37. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease on the first day of October one thousand nine hundred and twenty-six.

Persons under disability may grant easements &c.

38. 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 persons other than the grantors have an interest) required for any of the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Compensation in case of recently altered or erected buildings acquired by Company.

39. In settling any question of disputed purchase money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the first day of November one thousand nine hundred and twenty-two if in the opinion of such court or person the improvement alteration or building or the creation

of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act. A.D. 1923.
—

40. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

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

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question of disputed compensation shall be submitted shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the

A.D. 1923.
—

notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that

any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit. A.D. 1923.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

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

41. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not purchase or acquire for the purposes of the railway any greater area of the common or commonable land known as the Malvern Hills than half an acre. Provision as to certain common lands.

42. And whereas the railway is shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in the Second Schedule to this Act at a depth of forty feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire an easement or right of constructing and using that railway through or under those properties without being obliged to purchase the land over such railway or any houses buildings manufactories or premises thereon respectively unless the tribunal to whom the question of disputed compensation shall be submitted shall determine that such right or easement cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties where the surface of the ground Power to acquire easements for constructing tunnel on railway.

A.D. 1923. — is at a less height than forty feet above the crown of the said tunnel as the same shall be constructed. Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnel.

Removal of
human
remains.

43.—(1) If and when the Company shall acquire any portion of the burial ground numbered 17 in the parish of Colwall on the deposited plans of the railway or of the burial ground numbered 7 on the deposited plans of the lands in the city and county borough of Bristol they shall before applying or using any part thereof for any of the purposes of this Act remove or cause to be removed the remains of all deceased persons interred in such portion of the said burial grounds.

(2) Before proceeding to remove any such remains the Company shall publish a notice for three successive days in two local newspapers circulating in the case of the burial ground in the parish of Colwall in that parish and in the case of the burial ground in the city and county borough of Bristol in that city and county borough to the effect that it is intended to remove such remains and such notice shall have embodied in it the substance of subsections (3) (4) (5) (6) and (7) of this section.

(3) Any time within two months after the first publication of such notice any person who is an heir executor administrator or relative of any deceased person whose remains are interred in the said burial grounds may give notice in writing to the Company of his intention to undertake the removal of such remains and thereupon he shall be at liberty to cause such remains to be removed to and re-interred in any burial ground or cemetery in which burials may legally take place.

(4) If any person giving such notice as aforesaid shall fail to satisfy the Company that he is such heir executor administrator or relative as he claims to be the question shall be determined on the application of either party in a summary manner in the case of the

burial ground in the parish of Colwall by the registrar of the Ledbury County Court and in the case of the burial ground in the city and county borough of Bristol by the registrar of the Bristol County Court who shall have power to make an order specifying who shall remove the remains. A.D. 1923.

(5) The expense of such removal and re-interment (not exceeding in respect of remains removed from any one grave the sum of fifteen pounds) shall be defrayed by the Company such sum to be apportioned if necessary equally according to the number of remains in the grave.

(6) If within the aforesaid period of two months no such notice as aforesaid shall have been given to the Company in respect of the remains in any grave or if after such notice has been given the persons giving the same shall fail to comply with the provisions of this section the Company may remove the remains of the deceased person and cause them to be interred in such other burial ground or cemetery in which burials may legally take place as the Company think suitable for the purpose.

(7) All monuments and tombstones relating to the remains of any deceased person removed under this section shall at the expense of the Company be removed and re-erected at the place of re-interment of such remains or at such place within the said parish or city as the registrar of the Ledbury County Court or of the Bristol County Court as the case may be may direct on the application (if any) of such heir executor administrator or relative as aforesaid or failing such application on the application of the Company and the Company shall cause to be made a record of such monuments and tombstones and of their situation when re-erected showing the particulars respecting each monument and tombstone as a separate entry and such record shall be deposited at the General Register Office Somerset House London with the miscellaneous records in the custody of the Registrar-General.

(8) The removal of the remains of any deceased person under this section shall be carried out under the supervision and to the satisfaction in the case of the burial ground in the parish of Colwall of the medical officer of health of the rural district of Ledbury and in the case of the burial ground in the city and

A.D. 1923. county borough of Bristol of the medical officer of health
— of the said city and county borough.

Extending
time for
sale of
superfluous
lands.

44. Notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 or in any Act which relates to the undertaking of the Company the periods for and within which the Company may hold sell and dispose of any lands acquired before the passing of this Act and ~~which either before or after the passing of this Act have or shall become~~ superfluous within the meaning of section 127 of the said Act of 1845 are hereby extended to the fifteenth day of August one thousand nine hundred and thirty-three but this section shall not operate so as to shorten the period for and within which the Company were immediately prior to the passing of this Act or are by this Act entitled to hold sell and dispose of any such lands.

The provisions of this section shall also extend and apply to the Company and any other company in respect of any lands held by them jointly under the powers of any Act relating to the undertaking of the Company or of such other company or to any joint undertaking of the Company as if the Company and such other company had been referred to in this section instead of the Company.

Power to
Company
&c. to
lease or
dispose of
lands.

45. Notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company the Company shall not be required to sell or dispose of any lands which have from time to time been purchased or acquired by the Company or any lands acquired by the Company under the provisions of this Act and which lands are not immediately or may not hereafter be required for the purposes of the undertaking of the Company but the Company may retain hold or use or may for such term or terms and on such conditions as they may deem expedient lease or otherwise dispose of such lands.

The provisions of this section shall also extend and apply to the Company and any other company in respect of lands acquired or held by them jointly and to any joint committee incorporated or constituted by Act of Parliament on which the Company may be represented as if those companies jointly and any such joint committee respectively had been referred to in this section in addition to the Company.

46.—(1) The Company may build and fit up houses shops chambers flats offices or any other similar buildings on any lands which have already been or may hereafter be acquired under the authority of any former Act or of this Act by the Company or any part or parts thereof or on or over any station or railway of the Company or any station or railway which they may hereafter erect or acquire and may demise let or otherwise dispose of the freehold or any other interest of or in any buildings or any part or parts of buildings erected or to be erected on any such lands or over any such station or railway of the Company or on the site thereof and may also demise let or otherwise dispose of the right to build on any of the said lands or on or over any such station or railway or upon the sites thereof respectively.

A.D. 1923.

Powers as to building on or over lands &c. of Com. pany.

(2) Every demise letting disposition or other dealing authorised by this section shall be for such consideration and on such terms and conditions and generally in such manner as the Company shall think fit and in particular any lease or letting may be for any term or number of years whether in possession or reversion and in the case of a building lease at a peppercorn rent for any term of years not exceeding five and the Company may enter into execute and do any contract deed act or thing proper for effectuating any such demise letting disposition or other dealing as aforesaid.

(3) If in the execution of the powers of this section the Company alter the entrances to or exits from any station in the administrative county of London such alterations shall be designed so that the altered entrances or exits shall cause the least practicable inconvenience to the public traffic in the adjoining streets and before the works are commenced plans thereof shall be submitted to the London County Council for their approval and any difference arising between the Company and the London County Council respecting such plans shall be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers.

47.—(1) No building exceeding as regards any part thereof the height of fifty feet shall be erected within one and a half miles of any part of Windsor Castle on any lands which have already been or may hereafter

For protection of Windsor Castle &c.

A.D. 1923. — be acquired under the authority of any former Act or of this Act by or in trust for the Company or on or over any station or railway of the Company or any station or railway which they may hereafter erect or acquire and no factory or tower or chimney-shaft or other such building exceeding fifty feet in height shall be erected within half a mile of any part of any other royal palace or of any royal park or garden on any such lands or on or over any such station or railway unless :—

(a) The consent of the Commissioners of Works is first obtained ; and

(b) Such building is erected in accordance with plans showing the elevations thereof submitted before the erection thereof to the said Commissioners for approval as approved by them or by a referee as provided by the next subsection.

(2) If the said Commissioners shall have given their consent to the erection of any such building as aforesaid but shall not approve the plans thereof submitted to them as aforesaid within one month after such submission such plans shall be referred for approval to the President of the Royal Institute of British Architects or an architect to be nominated by him The referee on any such reference shall hear the objections of the said Commissioners to the submitted plans and the costs of the said Commissioners of the reference and incidental thereto and the charges of the referee shall be paid by the Company.


(3) No buildings erected within the distances aforesaid of any royal palace park or garden on any such lands or on or over any such station or railways as aforesaid (whether the same or any part thereof shall or shall not exceed the said height of fifty feet) shall be used for any manufacture or works which in the opinion of the said Commissioners shall be or be likely to become noisy or offensive or otherwise prejudicial to the amenities of such royal palace park or garden.

(4) Every sale demise letting disposition or other dealings of or with any building land station or railway affected by the provisions and restrictions contained in this section shall unless the said Commissioners otherwise agree be made subject to such provisions and restrictions and the deed or other instrument effectuating

such sale demise letting disposition or other dealing shall contain such covenants provisions and conditions as may be necessary to secure the performance and observance of the provisions and restrictions to which the same shall so be made subject. A.D. 1923. —

5- 48. The Company shall not except with the approval of the Commissioners of Works erect any electric generating station or take a supply of energy for traction purposes from any generating station situate within a distance of one and a half miles from any part of Windsor Castle or half a mile from any other royal palace or any royal park or garden unless the site for such generating station is specified in an Act of Parliament or in an Order confirmed by or having the effect of an Act of Parliament Provided always that this section shall not apply to any sub-station for the transformation and distribution of electrical energy or to any station which may be in existence and which shall not be extended beyond the limits of the site occupied by the buildings of such station at the time of the passing of this Act. For protection of Commissioners of Works.

8 49. In order to facilitate the provision of housing accommodation for persons in the employment of the Company and to enable such persons to acquire such accommodation the Company shall have power and shall be deemed always to have had power to make advances to such persons upon the terms that repayment of all such advances shall be secured to the Company together with such rate of interest thereon as may be agreed by mortgage or charge legal or equitable of any freehold copyhold or leasehold dwelling-house occupied or proposed to be occupied by such member and to exercise with respect to all such dwelling-houses all such powers of sale foreclosure and otherwise as may be vested in the Company as mortgagees by statute or by the instrument constituting such mortgage or charge And in the event of the Company becoming entitled by foreclosure or otherwise to any such dwelling-house they may retain and hold or sell lease let or otherwise dispose of such dwelling-house as they may think fit. Advances on mortgage &c. for housing of staff of Company.



11 50. In order to facilitate the erection and provision of houses for the accommodation of persons in the Erection of houses for

A.D. 1923. employment of the Company the Company may do all or any of the following things :—

staff of
Company.

- erect and maintain*
- brick*
- Purchasing*
- (a) Purchase or lease and hold or dispose of land or houses whether of freehold copyhold or leasehold tenure :
 - (b) Erect and maintain houses on land now held or hereafter acquired by the Company :
 - (c) Demise or let any land or tenement now held or hereafter acquired by the Company :
 - (d) Promote the formation or extension of or assist a public utility society or housing trust as defined by section 40 of the Housing Town Planning &c. Act 1919 whose objects include the erection improvement or management of houses for the working classes :
 - (e) Promote and form or assist in the promotion and formation of any company or other body for the purpose of the erection improvement or management of houses for persons in the employment of the Company :
 - (f) Make advances to or subscribe for and hold the shares of any such society trust company or body.

Application
of London
Building
Acts &c. to
buildings
erected by
Company.

51. The provisions of the Metropolis Management Act 1855 and of sections 155 and 157 of the Public Health Act 1875 (other than the last sentence of the said section 157) and of the Public Health (Buildings and Streets) Act 1888 the Public Health (London) Act 1891 and the London Building Acts 1894 to 1921 and any Acts amending the same and any byelaws and regulations in force thereunder respectively and any general Acts relating to buildings shall apply to any buildings erected under the powers contained in the sections of this Act the marginal notes whereof are respectively "Powers as to building on or over lands &c. of Company" and "Erection of houses for staff of Company."

For protec-
tion of
Barry
Urban
District
Council.

52. The provisions of section 5 (Restricting Company's power of supplying water or gas on lands to be acquired) and of section 6 (Application of building Acts and byelaws) of the Barry Railway Act 1913 shall extend and apply to any building erected by the Company on lands in the urban district of Barry in the exercise of the powers contained in the sections of this Act the

marginal notes of which are respectively "Powers as to building on or over lands &c. of Company" and "Erection of houses for staff of Company." A.D. 1923. —

53.—(1) Any person in the employment of the Company who is found upon or in the immediate vicinity of any railway harbour dock station or other premises which belong or are leased to or worked by the Company and which are situate wholly or partially within any of the areas specified in the Seventh Schedule to this Act or upon any vessel in any such harbour or dock and who may be reasonably suspected of having in his possession or conveying in any manner anything stolen or unlawfully obtained on or from any such premises or any such vessel may be stopped searched and taken into custody without a warrant by any constable to be dealt with according to law and every such constable may also stop and search any vessel boat cart or carriage in any such premises as aforesaid in or upon which there shall be reason to suspect that anything stolen or unlawfully obtained may be found. Powers of police as to search and arrest.

(2) Every such person who shall be brought before any court of summary jurisdiction charged with having in his possession or conveying in any manner anything which may be reasonably suspected of being stolen or unlawfully obtained and who shall not give an account to the satisfaction of such court how he came by the same shall be deemed guilty of a misdemeanour and shall be liable to a penalty not exceeding five pounds and in the discretion of the court to imprisonment with or without hard labour for a term not exceeding two calendar months.

54. Any person who shall trespass upon any of the lines of railway now or hereafter belonging or leased to or worked by the Company solely or in conjunction with any other company or companies shall on summary conviction be liable to a penalty not exceeding forty shillings: For better prevention of trespass on railway.

Provided that no person shall be subject to any penalty under this enactment unless it shall be proved to the satisfaction of the court before which complaint is laid that by notices painted on boards or printed on paper and pasted on boards or enamelled on metal or otherwise as the Company may think fit and clearly

A.D. 1923. exhibited public warning has been given to persons not to trespass upon the railway and that one or more of such notices has been affixed at the station on that railway and at the public road level crossing (if any) nearest to the spot where such trespass is alleged to have been committed and such warning shall be renewed as often as the same shall be obliterated or destroyed and no penalty shall be recoverable unless such warning is so placed and renewed.

Suspension
of obliga-
tion to print
share-
holders'
address
book.

55. Notwithstanding anything contained in section 34 of the Regulation of Railways Act 1868 the Company shall not until the expiration of two years from the first day of December one thousand nine hundred and twenty-three be required to print or to supply printed copies of the shareholders' address book of the Company.

Directors
may
authorise
chief officers
to sign
certain
contracts.

56. The directors may by resolution authorise any chief officer of the Company to sign contracts on behalf of the Company and contracts signed in accordance with any such resolution shall have the same validity as contracts made under section 97 of the Companies Clauses Consolidation Act 1845 when signed on behalf of the Company by any two of the directors.

Confirma-
tion of
agreement
with Lord
Tredegar.

57. The agreement dated the twentieth day of February one thousand nine hundred and twenty-two and made between the Right Honourable Courtenay Charles Evan Lord Tredegar of the one part and the Company of the other part a copy whereof is set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the Company and Lord Tredegar and his sequels in estate and shall and may be carried into effect.

Confirma-
tion of
agreement
with Dorset
County
Council and
others.

58. The agreement dated the thirty-first day of December one thousand nine hundred and eighteen and made between the Dorset County Council of the first part the Weymouth and Portland Railway Company of the second part the Company and the London and South Western Railway Company of the third part and the mayor aldermen and burgesses of the borough of Weymouth and Melcombe Regis of the fourth part a copy whereof is set forth in the Fourth Schedule to this Act is hereby confirmed and made binding upon the parties thereto and shall and may be carried into effect.

59. The agreement dated the twenty-second day of February one thousand nine hundred and twenty-three and made between the most Honourable John Marquis of Bute and Earl of Dumfries of the one part and the Company of the other part a copy whereof is set forth in the Fifth Schedule to this Act is hereby confirmed and made binding upon the parties thereto and shall and may be carried into effect.

A.D. 1923.
 —
 Confirmation of agreement with Marquis of Bute.

60.—(1) The agreement dated the twenty-third day of November one thousand nine hundred and twenty-two and made between the Llanelly and Mynydd Mawr Railway Company of the first part Mary Waddell of the second part the Company of the third part and the Llanelly Harbour Trust of the fourth part a copy whereof is set forth in the Sixth Schedule to this Act is hereby confirmed and made binding upon the parties thereto and shall and may be carried into effect.

Confirmation of agreement with Llanelly Harbour Trust and others.

(2) Upon the transfer to the Llanelly and Mynydd Mawr Railway Company and Messrs. John Waddell and Sons of the sum of eight thousand and ninety-three pounds with any deposit interest thereon as provided for by clause 3 of the said agreement the premises demised by and works constructed under the indenture of lease of the eleventh day of January one thousand eight hundred and eighty-two or the award of the arbitrator referred to in the said agreement or section 7 of the Llanelly Harbour Act 1901 and the site of all such works other than the railways coloured blue on the plan annexed to the said agreement shall be and shall as from the thirtieth day of June one thousand nine hundred and twenty-two be deemed to have been the property of and vested in the Llanelly Harbour Trust freed and discharged from all rights benefits or interest in the said premises works and site conferred on the Llanelly and Mynydd Mawr Railway Company and Messrs. John Waddell and Sons respectively by or under the said indenture of lease award or section or under section 37 of the Llanelly Harbour Act 1904.

61. The Company may apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts or any scheme under the Railways Act 1921 relating to the Company made

Power to Company to apply funds to purposes of Act.

A.D. 1923. — applicable to any special purpose or which being so made applicable are not required for the special purpose And the Company may for the general purposes of their undertaking and for the more efficient working of their traffic issue any shares or stocks which under the authority of any Act passed prior to the present session of Parliament or of any such scheme the Company may have created or may hereafter create but which are not or may not be required for the special purposes for which such shares or stocks respectively were authorised to be created Provided that all money raised by the issue of such shares or stocks shall be applied only to purposes to which capital is properly applicable.

Provisions
as to
general
Railway
Acts.

62. Nothing in this Act contained shall exempt the Company or their railway from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act 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 authorised by this Act.

Costs of Act.

63. 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.

The SCHEDULES referred to in the
foregoing Act.

A.D. 1923.

FIRST SCHEDULE.

Describing properties whereof portions only may be required to
be taken by the Company.

Area.	No. on Deposited Plans.	Description of Property.
-------	-------------------------------	--------------------------

THE RAILWAY.

Parish of Colwall in the rural district of Ledbury.	9	Field and pigsty.
	10	Field and ditch.
	11	Orchard.
	12	Orchard and farm buildings.

BRIDGES ROADS AND LANDS AT SWANSEA.

Parish and county borough of Swansea.	30	Forecourt.
	61	Garden wall and rough ground.

FOOTPATHS AND LANDS AT SLOUGH.

Parish of Farnham Royal in the rural district of Eton.	3	Field.
	4 5	Watercress beds and stream.
	6	Field.
	7	Bank.
	8	Stream.
Parish and urban district of Slough.	1	Stream.
	2	Bank.
	3	Watercress beds and water- pipe.
	4	Rough land and footpaths.
	5	Field footpaths ditch and bank.

LANDS AND ROAD AT NEWPORT.

Parish and county borough of Newport.	31	Yard.
--	----	-------

A.D. 1923.

SECOND SCHEDULE.

Describing properties under which easements only may be taken
for the railway.

Parish or other Area.	No. on Deposited Plans.
THE RAILWAY.	
Parish of Colwall in the rural district of Ledbury.	7 8 12 to 62 inclusive.
Parish of Malvern Wells in the urban district of Malvern.	1 to 29 and 32 to 40 inclusive.

THIRD SCHEDULE.

AN AGREEMENT under seal made the twentieth day of February one thousand nine hundred and twenty-two between the RIGHT HONOURABLE COURTENAY CHARLES EVAN LORD TREDEGAR (hereinafter referred to as "Lord Tredegar") of the one part and the GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Great Western Company") of the other part.

WHEREAS the Alexandra (Newport and South Wales) Docks and Railway Company (hereinafter called "the Alexandra Company") was incorporated in the year one thousand eight hundred and sixty-five pursuant to the Alexandra (Newport) Dock Act 1865 and pursuant to the provisions of the said Act acquired from Lord Tredegar's predecessors in title under and pursuant to the terms contained in an agreement dated the twenty-first day of December one thousand eight hundred and sixty-four made between the Right Honourable Charles Morgan Robinson Lord Tredegar on his own behalf and on behalf of the trustees of his family settlement of the one part and Thomas Brown Crawshaw Bailey George William Jones John Lawrence Rowland Fothergill and William Henry Forman (therein called "the promoters") of the other part certain lands in the said agreement more particularly described in consideration of the payment of a perpetual yearly rentcharge as provided in paragraph 7 of the said agreement :

And whereas by paragraph 13 of the said agreement it is provided as follows :— A.D. 1923.

13. If at any time after ten years after the passing of the Act the undertaking by the Act authorised be abandoned then the whole of the lands taken by the Company under this agreement shall revert and if at any time after ten years after the passing of the Act the lands taken by the Company under this agreement or any part thereof not being less than two acres lying together remain for seven consecutive years thereafter not used for any of the purposes of or authorised by the Act or this agreement then and in every case the lands so not used shall revert and shall contain all such other clauses powers and provisions as shall be deemed necessary and proper and as shall be permitted by Parliament for the purpose of enabling the necessary parties to do and execute all such acts deeds matters and things whatsoever on their respective parts as shall be necessary for carrying into effect the several stipulations and agreements herein contained and as shall be necessary or proper for securing to them respectively the full benefit of this agreement the draft of the clauses for such purposes to be settled by the respective counsel of the parties or failing their agreement thereon then by some one counsel to be named by the respective counsel.

And whereas from time to time certain further lands were acquired by the Alexandra Company pursuant to the said agreement and certain subsequent Acts of Parliament the consideration being the payment of the said rentcharge as from time to time increasing from the volume of business transacted by the Alexandra Company :

And whereas Lord Tredegar or his predecessors in title and his and their trustees became by degrees the holder of over ninety per cent. of the ordinary shares issued by the Alexandra Company and thereby obtained substantially the control of the general meetings of that Company :

And whereas it was enacted by the Alexandra Company Act of 1896 section 2 thereof as follows :—

2. Section 4 of Lord Tredegar's Estate Act 1865 and Articles 12 and 13 of the Land Agreement of 1864 set forth in the Second Schedule to that Act as well as in the Schedule (C) to the Company's Act of 1865 and subsections (3) and (4) of section 14 of the Company's Act of 1882 which provides for the reverter in certain events to Lord Tredegar or his sequels in estate or trustees of any land or of any portion of any land taken by the Company are hereby repealed and such of the provisions of any other

A.D. 1923.
—

Act as apply amend or extend those provisions are hereby also respectively repealed and in lieu of all such provisions the following provisions for reverter shall have effect :—

(i) If at any time after the passing of this Act the undertaking of the Company shall be abandoned Lord Tredegar or his sequels in estate or his or their trustees may serve notice on the Company requiring them to resume their undertaking and if at the expiration of twelve months from the date of such notice the Company shall have failed to resume their undertaking then the whole of the lands acquired by the Company for the purpose of their undertaking whether by gift purchase or otherwise under the Land Agreement of 1864 or under the Company's Act of 1865 or any of the subsequent Acts amending or extending the same shall revert :

(ii) The lands which shall so revert shall by force of this Act revert to and be vested in the person or persons who if the said land agreement had not been made and any conveyance in pursuance thereof had not been made and Lord Tredegar's Estate Act of 1865 and the Company's Act of 1865 and the several Acts applying amending or extending the same had not been passed would at the time of the reverter be entitled to the said lands and shall be so vested for such estates rights and interests and with and subject to such powers and provisions as if the events aforesaid had not happened would be then subsisting in the said lands freed and discharged from all rights claims and demands of the Company and all persons claiming by from through or under them or by their act or means but subject and without prejudice to any then subsisting leases or agreements for leases theretofore granted by the Company in pursuance of the said land agreement or the said Acts or any of them :

(iii) All conveyances of any lands rights or easements which have at any time heretofore been made by the late or the present Lord Tredegar and the trustees of either of them to the Company subject to any provision for reverter to the uses of the Tredegar settled estates by reference to the provisions for reverter contained in Lord Tredegar's Estate Act 1865 or to such provisions as modified by the Company's Acts of 1873 and 1882 or either of them or any subsequent Act shall have effect and be construed as if the reference therein made had been to the provision for reverter by this Act substituted for the aforesaid provisions which are repealed by this Act.

And whereas pursuant to the provisions of the Railways Act 1921 a preliminary amalgamation scheme for the amalgamation with the Great Western Company of the Alexandra Company and other companies is about to be submitted under section 8 of that Act to the Minister of Transport for reference to the Railways Amalgamation Tribunal : A.D. 1923.

And whereas such scheme will in due course be submitted to the proprietors and debenture stockholders of the Alexandra Company for their approval at a special general meeting of that company in pursuance of section 7 of the said Act :

And whereas if the said scheme is carried into effect Lord Tredegar will lose all power of preventing the abandonment by the Great Western Company of a portion or portions of the said undertaking of the Alexandra Company and the provisions of section 2 of the Alexandra Company's Act of 1896 with regard to reverter will not apply in that event :

And whereas Lord Tredegar has represented these facts to the Great Western Company and in order to protect Lord Tredegar and to secure his assent to the said scheme the Great Western Company have agreed to enter into this present arrangement for the modification in manner hereinafter appearing of the provisions of section 2 of the Alexandra Company's Act of 1896 :

Now it is hereby agreed by and between the parties hereto as follows :—

1. Lord Tredegar shall withdraw all opposition to the said preliminary scheme and shall undertake to vote for the same at the said special general meeting of the Alexandra Company.

2. The provisions of section 2 of the Alexandra Company's Act 1896 shall as from the approval of the said preliminary amalgamation scheme by the Railways Amalgamation Tribunal have effect in respect to the said undertaking of the Alexandra Company in the hands of the Great Western Company subject to the proviso that if any substantial revenue earning portion of the undertaking of the Alexandra Company shall by reason of the operations of the Great Western Company or otherwise cease to be utilised for revenue earning purposes the provision as to reverter contained in the said section shall come into operation in regard to such portion of the undertaking of the Alexandra Company in the hands of the Great Western Company unless corresponding revenue earning works are provided elsewhere on the lands so acquired by the Alexandra Company as aforesaid and now forming part of its undertaking to the reasonable satisfaction of Lord Tredegar or his sequels in estate Any difference arising under this clause shall be determined by arbitration under the Arbitration Act 1889 or any statutory modification thereof.

A.D. 1923.

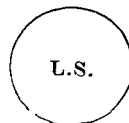
3. In the event of any portion of the said lands reverting under the said provision for reverter to Lord Tredegar or his sequels in estate the provisions of sub-clause (2) of the said section 2 of the Alexandra Company's Act 1896 shall apply to the lands so reverting and subclause (3) of the same section shall extend to and cover the case of any conveyance of land then or since made or now in the course of being or about to be made whatever may be the exact date of its execution so as to make the provisions hereof apply to the lands thereby conveyed and by way of variation of the provisions as to reverter contained in the said section 2 of the said Act of 1896 and any lands reverting shall for the purposes of clause 26 of the said agreement of the twenty-first day of December one thousand eight hundred and sixty-four be deemed to become and be part of Lord Tredegar's adjoining estate as therein mentioned and the Great Western Company shall thereupon make and construct such roads and communications and give such facilities and make such accommodation works for the benefit thereof as shall be agreed upon between, the engineers of Lord Tredegar or his sequels in estate and the Great Western Company or in case of difference between them be determined by an engineer appointed by the Board of Trade.

4. The Great Western Company shall in presenting to Parliament its next Bill within twenty-one years from the date hereof incorporate therein and use its best endeavours to secure the passing of a provision confirming and giving effect to and making binding upon the Great Western Company and Lord Tredegar and his sequels in estate the provisions of this agreement.

In witness whereof Lord Tredegar has hereunto set his hand and seal and the Great Western Company have hereunto caused their common seal to be affixed the day and year first before written.

Signed sealed and delivered by }
the above named Courtenay } TREDEGAR
Charles Evan Lord Tredegar }
in the presence of

J. E. W. RIDER
Lincoln's Inn
Solicitor.



The common seal of the Great }
Western Railway Company }
was hereunto affixed in the }
presence of

A. E. BOLTER
Secretary.



FOURTH SCHEDULE.

A.D. 1923.

AN AGREEMENT made this thirty-first day of December one thousand nine hundred and eighteen between the DORSET COUNTY COUNCIL (hereinafter called "the council") of the first part the WEYMOUTH AND PORTLAND RAILWAY COMPANY (hereinafter called "the Owing Company") of the second part the GREAT WESTERN RAILWAY COMPANY and the LONDON AND SOUTH WESTERN RAILWAY COMPANY (hereinafter called "the Working Companies") of the third part and the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF WEYMOUTH AND MELCOMBE REGIS (hereinafter called "the corporation") of the fourth part.

WHEREAS the Working Companies work the railway of the Owing Company And the council allege that the said railway as constructed encroaches upon and obstructs the highway at Littlefield level crossing Westham Weymouth which the Owing Company and the Working Companies do not admit :

And whereas the provision of a subway for foot passengers at the said level crossing on the north side of the roadway and the setting back of the footpath and fences on the south side with the other works indicated on the plan hereto annexed would be a convenience to the public and would satisfactorily meet the council's objections to the said level crossing and would at the same time facilitate the working of the railway :

And whereas the Owing Company and the corporation are parties to this agreement to testify their concurrence in and assent to the terms thereof :

Now therefore these presents witness that it is agreed between the parties hereto as follows :—

1. Subject to the provisions hereinafter contained the Working Companies shall construct a subway for foot passengers on the north side of the roadway at the said crossing of the width and with the approaches indicated on the plan and section hereto annexed and shall also set back the fences and footpath on the south side of the said roadway and provide the wicket gates and

[Ch. xxx.] *Great Western* [13 & 14 GEO. 5.]
Railway (Additional Powers) Act, 1923.

A.D. 1923. widened and improved footpath in the manner indicated upon the same plan.

2. Plans specifications and particulars of contract of the said subway and other works shall be submitted to the council's engineer before the work is commenced and shall be subject to his reasonable approval.

3. The work shall be commenced as soon as reasonably practicable after the termination of the present war and shall be proceeded with and completed with all reasonable despatch.

4. Upon the completion to the reasonable satisfaction of the council's engineer of the said subway and other works the council shall pay to the Working Companies the sum of five hundred pounds as a contribution towards the cost thereof and will accept the said subway and other works as a final settlement of any question of encroachment or obstruction.

5. The maintenance of the said subway and approaches shall at all times be carried out by the Working Companies and the cleansing and lighting thereof by the corporation out of their funds.

6. The council and corporation shall use their influence with the landowners to enable the Working Companies to acquire the necessary land for the construction of the said subway and other works upon reasonable terms and shall at the cost of the Working Companies support such companies in Parliament by evidence and by all other means at their disposal if it shall be found necessary to apply for compulsory powers for the acquisition of such land.

7. Any dispute or difference between the parties hereto shall be referred to and settled by an arbitrator appointed upon the request in writing of any of the parties hereto by the President of the Institution of Civil Engineers and the decision of such arbitrator shall be final.

8. Application shall be made to Parliament for the confirmation of this agreement in the next Bill to be promoted by either of the parties hereto of the second or third parts and the council and corporation shall at the cost of the Working Companies support and use their best endeavours to secure the success of such application and shall supply such evidence and assistance as may be necessary to that end and this agreement is made subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration in this agreement it shall be competent to any party hereto to withdraw the same.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first before written. A.D. 1923.

The common seal of the Dorset }
County Council was hereunto }
affixed in the presence of }
JOHN R. P. GODDEN
Chairman.
E. A. FFOOKS
Clerk.



The common seal of the Wey- }
mouth and Portland Rail- }
way Company was hereunto }
affixed in the presence of }
LEONARD MORTIMER
Director.
GRAHAM BLUNT
Secretary.



The common seal of the Great }
Western Railway Company }
was hereunto affixed in the }
presence of }
A. E. BOLTER
Secretary.



The common seal of the London }
and South Western Railway }
Company was hereunto }
affixed in the presence of }
G. KNIGHT
Secretary.



The common seal of the mayor }
aldermen and burgesses of }
the borough of Weymouth }
and Melcombe Regis was }
hereunto affixed in the pres- }
ence of }
A. BENNETT
Mayor.
FREDK. FERNIHOUGH
Town Clerk.



A.D. 1923.

FIFTH SCHEDULE.

AN AGREEMENT made the twenty-second day of February one thousand nine hundred and twenty-three between the most HONOURABLE JOHN MARQUIS OF BUTE AND EARL OF DUMFRIES Knight of the Most Ancient and Most Noble Order of the Thistle hereinafter referred to as "the Marquis" (which expression where the context so requires or admits includes the present Marquis of Bute and his sequels in estate and the Trustees of the Bute Settled Estates in the county of Glamorgan and his and their assigns and all persons claiming through or under him or them) of the one part and the GREAT WESTERN RAILWAY COMPANY (hereinafter referred to as "the Great Western Company") of the other part.

WHEREAS under or by virtue of the Great Western Railway (Western Group) Preliminary Amalgamation Scheme 1922 (made and confirmed in pursuance of the Railways Act 1921) the undertaking of the Cardiff Railway Company (hereinafter referred to as "the Cardiff Company") consisting inter alia of the Bute Docks at Cardiff and certain railways in course of construction or authorised has become amalgamated with and now forms part of the undertaking of the Great Western Company :

And whereas certain properties of the Marquis adjoin or are near to that part of the undertaking of the Great Western Company which consists of the said Bute Docks and some thereof are occupied or used in connection therewith :

And whereas upon the treaty for the amalgamation of the Cardiff Company with the Great Western Company it was agreed that the Marquis should enter into this agreement for the purpose of vesting in the Great Western Company certain of his properties rights and interests appertaining to the Bute Settled Estates :

Now it is hereby agreed between the parties hereto as follows :—

1. The Marquis will convey to the Great Western Company to be held by that company as its freehold freed and discharged from all control by the Marquis but subject to any leases or tenancies and rights of tenants or other persons or companies over or affecting the same and to the stipulations as to title hereinafter contained and also subject as to any portion thereof (not being part of the roads railways or foreshore hereinafter

mentioned) which may be let or sold by the Great Western Company to the provisions of section 33 iv. c. of the Bute Docks (Transfer) Act 1886 and section 40 of the Bute Docks Act 1895 and all other provisions (if any) of the Bute Docks Acts as to payment of one-half of the rents or other pecuniary consideration and one-half of the proceeds of sale to the Marquis :—

A.D. 1923.

- (a) The freehold in fee simple free from incumbrances of the Marquis in the whole of the roads and railways comprised in a certain agreement of the 13th day of April 1893 made between the then Marquis of Bute of the one part and the Cardiff Company under their then name of the Bute Docks Company of the other part together also with the cattle lairs locomotive running sheds and adjoining land the warehouse or Esparto shed near the Roath Dock land and sidings situate to the south of the Great Western Company's Dock Station the road leading through the Sophia Street Bridge from Collingdon Road to Bute Street the foot-path or pathway at the northern and north-eastern end of the West Bute Dock the road connecting the north end of Collingdon Road by means of a bridge passing under the Great Western Railway with Bute Street the West Junction Canal and wharves and such other properties roads or railways as together with those herein specifically described are indicated on a plan (hereinafter called "the said plan") signed in duplicate as relative to these presents by William Lewis Harris for the Marquis and William Wylie Grierson for the Great Western Company and thereon coloured pink and hatched pink but so that no land (whether included in any specific description hereinbefore contained or otherwise) other than such as is coloured pink on the said plan shall be deemed to be agreed to be conveyed and so that the said conveyance shall be subject to the rights of all persons and companies over affecting or in respect of the premises conveyed and so that in the case of any lands agreed to be leased to the Great Western Company or the Rhymney Railway Company or forming part of the site of the railway connecting the Great Western Railway with the western side of the works of Guest Keen and Nettlefolds Limited the rights to be conveyed by the Marquis shall not include the right to the soil but shall include such rights of way and passage as the Marquis has power to grant over the portions of the same hatched pink on the said plan and in the case of the crossing and footbridge known as the Tyndall Street crossing and footbridge the Great Western Company shall take over the rights

A.D. 1923.

and liabilities in respect thereof contained in the agreement with the South Wales Railway Company dated the 14th day of March 1859;

- (b) A right of way and passage in common with the Marquis and others authorised or permitted by the Marquis over the lands hatched green upon the said plan but as regards the private road called Freshmoor Road only for so long as the Marquis may in fact think fit to use the same as a road and without prejudice to the right of the Marquis to discontinue its use as a road and the right for the Marquis his lessees and licensees to use the site for any other purposes and in the meantime to close the same temporarily when and as the Marquis may think fit;
- (c) The rights of the Marquis in the tract of foreshore lying to the eastward of the entrance channel which were not vested in the Cardiff Company and which is by way of identification and elucidation but not of warranty coloured yellow on the said plan subject to the rights (if any) of lessees or others to deposit spoil or refuse thereon as hereinafter mentioned and also all rights of the Marquis (if any) in the said entrance channel from the pierhead to Cefn-y-Wrach outer buoy.

The above properties are to be conveyed without consideration other than the said amalgamation and as regards the said roads railways and foreshore freed and discharged from all claims or rights of the Marquis to any such payments as are provided for in the said section 33 iv. c. of the Bute Docks (Transfer) Act 1886 or section 40 of the Bute Docks Act 1895 and all other provisions (if any) of the Bute Docks Acts as aforesaid There shall also be conveyed subject to payment of purchase money as hereafter mentioned :—

- (d) Such of the freehold hereditaments and premises of the Marquis adjoining or abutting upon that part of the undertaking of the Great Western Company which prior to the said amalgamation formed the dock undertaking of the Cardiff Company in respect of which the Great Western Company shall exercise their option of purchase hereinafter contained.

2. The before-mentioned agreement dated the 13th day of April 1893 and also Article 11 of the agreement contained in the First Schedule to the Bute Docks (Transfer) Act 1886 and confirmed by that Act as also any other agreements between the Marquis or his predecessors in title or any or either of them of the one part and the Cardiff Company or the Bute Docks Company of the other part so far as the same confer upon the Marquis any rights of way user over or control with respect to any part of the docks undertaking previously owned by the

Cardiff Company or the traffic to or from the same shall be and are hereby cancelled as from the 1st day of January 1922 but subject and without prejudice to any rights of third parties (if any) under the same or derived thereunder. Provided always that the Great Western Company shall at all times hereafter afford to the Marquis and his sequels in estate as adjoining land-owners and his and their lessees and tenants all reasonable and usual facilities for providing and maintaining road or railway connections between the lands and properties of the Marquis his sequels in estate and his and their lessees and tenants and the Bute Docks portion of the undertaking of the Great Western Company and the railways affording access thereto and for access to and from the public streets. Provided also that notwithstanding anything herein contained or any conveyance or lease hereunder or the amalgamation of the Cardiff Company with the Great Western Company that company subject to the Railways Act 1921 shall at all times be bound to afford to any lessees or tenants whether in respect of premises leased or let by the Marquis or the Cardiff Company and allow to be exercised by such lessees and tenants during and in connection with their leases or tenancies all such facilities and rights of way or user as under their leases or agreements of tenancy they may have been exercising for a period of five years prior to the date of this agreement or be entitled to whether with regard to access rights with respect to railways or railway communication or otherwise and that the Marquis shall be at liberty to continue or to grant to the present or any future lessees or tenants of the same or other properties of the Marquis the right to the same or similar facilities which the Great Western Company shall also afford and give effect to as hereinbefore agreed with respect to existing lessees or tenants but such rights shall at all times be subject to the reasonable user by the Great Western Company of their dock undertaking at Cardiff. And the Great Western Company will indemnify and keep indemnified the Marquis his sequels in estate and assigns from and against all claims (if any) which may be made against him or them in respect of the repair or maintenance of any junctions with the last-named railways or any sidings or branches leading therefrom to or from any works or premises situate on lands forming part of the estate of the Marquis or part of the undertaking of the Great Western Company as far as the entrance to or boundary of such respective works or premises.

A.D. 1923.

3. In order to enable the Great Western Company to afford such facilities they shall be allowed by the Marquis to use free of toll any sidings or branch railways which may from time to time exist for the purpose of affording communication between any of the railways referred to in paragraph 1 (a) hercof or the railways of the Great Western Company after the 1st day of January 1922 and any yards works or premises of lessees or

A.D. 1923. — tenants of the Marquis at or near the said Bute Docks but this provision shall not have effect nor shall such right of user be exercised so as to prevent the Marquis from requiring and enforcing payment by lessees or tenants of any tonnage or other rent or dues which may be payable to him under arrangement with any lessee or tenant for permitting the use for the conveyance of their goods of any such sidings or branch railways save as provided in clause 17 hereof.

4. The Great Western Company shall at all times maintain the roads and railways hereinbefore referred to and coloured red on the said plan in an efficient state as roads and railways respectively and not use the same for any other purpose inconsistent with their continued use as roads and railways and the Marquis and his successors in title owner or owners from time to time of the lands adjoining abutting upon or near to the said roads or for the user or development whereof means of communication with the said roads may be necessary or desirable and his and their lessees and tenants shall at all times have the right of way and passage over the said roads and also over the roads hatched pink on the said plan with or without vehicles of any description whether drawn by horses or propelled by other power and also the right of placing maintaining repairing and renewing drains tunnels passages arches bridges poles wires cables tubes or other means of communication in on under or over the said roads (and under or over any railways upon or by the side of the same) and of erecting buildings up to and adjoining the same and opening thereon and of forming roads or ways communicating therewith free from any toll or charge whatsoever in the same manner in all respects and as fully and freely as if the said roads had remained the property of the Marquis. Provided that the Great Western Company are to have the right of closing the gates across the said roads on one day in each year in order to prevent any public right of way being acquired and on other occasions when for any special reason the Great Western Company may have occasion temporarily to prevent the access of persons to the dock premises unless with the permission of that company but so that at all other times and for other purposes the said roads shall remain free and open for all persons passing to or from the lands aforesaid for business purposes. Provided also that none of the facilities hereinbefore mentioned shall be so exercised as to obstruct otherwise than temporarily and unavoidably the traffic using the said roads or railways or any railways adjacent thereto and that those exercising the same shall make good any damage thereby occasioned.

5. Paragraph 2 of the agreement forming the First Schedule to the Bute Docks (Transfer) Act 1886 shall be deemed to extend to the laying maintaining repairing and taking up of any mains

which may hereafter be necessary for the distribution of gas A.D. 1923.
in connection with or for the benefit of the Bute Docks and their
appurtenances. —

6. For the period of ten years from the 1st day of January 1922 the Great Western Company shall have the option on giving notices from time to time to the Marquis of the desire of the Great Western Company so to do of purchasing the freehold in fee simple free from incumbrances of all or any portion of the lands coloured green upon the said plan subject to the following conditions :—

- (a) Every such notice shall be in writing and accompanied by a plan showing the land proposed to be acquired;
- (b) The Marquis shall not be required to sell a portion only of any premises included in any one lease or tenancy but if the Great Western Company purchase any part thereof that company shall purchase the whole of such premises;
- (c) The price to be paid by the Great Western Company for the purchase of any such lands including any buildings thereon not removable by any lessee or tenant shall in all cases where the premises are subject to a lease or agreement for lease for a term having at the time of the notice 20 years or more unexpired be 25 times the amount of the yearly rent thereof and in all other cases be 25 times the fair rental which could be obtained for the same (including buildings) at the date of the notice if then let for any purpose subject to any lease or tenancy agreement (if any) but with the benefit of the rent thereby reserved to be fixed in case of difference by arbitration;
- (d) Every such purchase shall be subject to any lease or agreement to which the premises purchased may be subject at the date of the notice and to all rights of the lessee or tenant thereunder and of all other persons or companies over affecting or in respect of the same;
- (e) The purchase shall be completed and the purchase money paid within six months from the date of the notice and if for any reason arising out of the default of the Great Western Company the same shall not then be paid shall carry interest from the expiration of that period until actual completion at the rate of £5 per centum per annum and all rents and outgoings shall be duly apportioned and paid or received by the Marquis up to the date of completion and by the Great Western Company from that date.

7. As regards any property to be acquired by the Great Western Company under the foregoing provisions of these presents the same (except the roads railways and foreshore hereinbefore

A.D. 1923. mentioned) is to be held subject to the provisions of section 33
— iv. c. of the Bute Docks (Transfer) Act 1886 and section 40 of
the Bute Docks Act 1895 and all other provisions (if any) of the
said Bute Docks Acts as aforesaid with respect to the payment
of a moiety of the rents and other pecuniary consideration to
the Marquis and his sequels in estate and otherwise and there-
fore the purchase money where payable in respect of any premises
subject to such provisions shall be one moiety only of the full
value of the premises purchased ascertained as aforesaid.

8. Before letting for any term greater than an annual tenancy
any property subject to the option aforesaid the Marquis shall
give to the Great Western Company one month's notice in writing
of his intention so to do and if the Great Western Company shall
not within that period have given notice of purchase in exercise
of their option the Marquis shall be entitled to let the same and
any subsequent exercise of the option to purchase shall be subject
to the lease or tenancy.

9. In the case of any conveyance under these presents or
in pursuance of any such notice as aforesaid the title of the Marquis
up to the date hereof shall be accepted and the conveyance shall
be carried out subject to such conditions as regards any family
charges to which the property conveyed may be subject as have
usually been inserted in contracts for sale entered into since the
date of the marriage settlement of the Marquis.

10. Inasmuch as the foreshore referred to in paragraph 10
of the agreement scheduled to the Bute Docks Act 1895 is herein-
before agreed to be conveyed to the Great Western Company
the special provisions in the said agreement contained with
regard to access thereto and facilities for the reclamation thereof
shall be annulled and released and the said tract of foreshore
shall be held by the Great Western Company as their freehold
free from any obligation to pay a moiety of any rents which
may hereafter accrue therefrom or any other obligations to the
Marquis or his sequels in estate but subject to the rights (if any)
of the lessees of the works known as the Dowlais Cardiff Works
and the works of the Cardiff Washed Coal Company Limited
or others to deposit refuse or spoil thereon whether with regard
to such deposit means of access for that purpose or otherwise.

11. The Marquis will grant to the Great Western Company
a lease for a term of 99 years from the 1st day of January 1922
at the rent of £1,500 per annum of the timber ponds and the
site of the pumping station on the western side of the Glamor-
ganshire Canal as coloured purple on the said plan together with
and including the following rights so far as the Marquis can
grant the same (namely) Full rights of way and passage in
common with the Marquis his sequels in estate and assigns and
all licensees of him or them for the purpose of access to and from
the said premises over the lands hatched purple on the said plan

and also all usual and necessary rights of user of such of the lands adjoining the said timber ponds as are situate within 15 feet thereof for the purpose of carrying on and working and using maintaining and repairing the same and also (in connection with the said pumping station) the right of dredging the bed of the River Taff and maintaining the piling and works therein constructed for the purpose of securing access of water to the pumps the Great Western Company to have the option at any time within ten years from the 1st day of January 1922 of purchasing the freehold on the basis of 20 years' purchase of the amount of the rent such lease or purchase to be subject to all now existing rights of any person or company other than the Marquis Provided always that the said lease shall contain a proviso enabling the Great Western Company to determine the same on giving three calendar months' notice in the event of it being decided by an arbitrator (to be appointed on the request of either party by the President of the Institution of Civil Engineers) that the facilities heretofore exercised for floating timber across the Glamorganshire Canal have been either withdrawn or interfered with in such manner as seriously to prejudice the user of the timber ponds Provided also that the said lease shall contain a clause enabling the Marquis his heirs and assigns and all licensees of him or them from time to time and at all times during the term to fix construct place alter remove and maintain any bridges watercourses pipes wires tubes cables communications or other apparatus articles or things across (a) the Junction Canal between the westernmost and easternmost timber ponds respectively and (b) the Junction Canal between the easternmost timber pond and the canal of the Proprietors of the Glamorganshire Canal Navigation such works to be constructed and maintained under the supervision and to the reasonable satisfaction of the Great Western Company's engineer and so as not to interfere otherwise than temporarily and unavoidably with the user of the said Junction Canals.

A.D. 1923.
 —

12. The Marquis will also grant to the Great Western Company a lease for the term of 99 years from the 1st day of January 1922 of the warehouses timber-yards and other properties now used for dock purposes and coloured blue on the said plan at a rent of £4,500 per annum the Great Western Company to have the option at any time within ten years from the 1st day of January 1922 of purchasing the freehold on the basis of 20 years' purchase of the amount of the rent but so that as to that portion of the land coloured blue between the points A and B on the said plan it is to be provided in the lease and in any conveyance hereunder that the Marquis and the present or any future lessees or tenants of the premises now occupied by Guest Keen and Nettlefolds Limited or any part thereof are to have such reasonable rights of access over the same between Lewis Road and the premises of that company for all purposes con-

A.D. 1923. — nected with the use of the premises as shall be from time to time agreed or failing agreement settled by arbitration and as regards that portion of the land coloured blue to the south of the premises of Guest Keen and Nettlefolds Limited which has not yet been filled up to the general level of the adjoining lands the Great Western Company are to continue to permit Guest Keen and Nettlefolds Limited when and as they think fit to deposit spoil and refuse thereon in a reasonable and proper manner until the same shall be filled up to but no higher than such general level of the adjoining lands but the Great Western Company are not to be required to keep the same or any part thereof open and unfilled but are to be at liberty themselves to fill up the same when and as they may think fit.

13. Any properties purchased by the Great Western Company under the provisions of either of the two last preceding paragraphs shall be conveyed to the Great Western Company as their absolute freehold free from incumbrances and shall be leased and conveyed respectively freed and discharged from all liability to account to the Marquis for any portion of the value or of the rents and profits thereof whether under section 33 iv. c. of the Bute Docks (Transfer) Act 1886 and section 40 of the Bute Docks Act 1895 and all other provisions (if any) of the said Bute Docks Acts as aforesaid or otherwise but subject to the provisions of these presents with respect thereto and also subject to the now existing rights (if any) of all persons or companies over affecting or in respect of the same.

14. The Marquis shall at all times afford to the Great Western Company reasonable facilities for maintaining and repairing the southern side and wall of the Junction Canal forming the communication between the Glamorganshire Canal and the Bute West Dock.

15. It is agreed that the amalgamation of the undertaking of the Cardiff Company with the Great Western Company includes all rights relating to the supply of water to the Bute Docks whether over the Marquis's property or otherwise and all agreements relating thereto subject to the payments in respect thereof and the Marquis for himself and his sequels in estate covenants and agrees with the Great Western Company that he will at all times hereafter whether personally or as owner jointly or severally of any properties or interests affecting the said supply of water use his utmost endeavours to continue to the Great Western Company in respect of the Bute Docks undertaking a supply of water as ample and efficient as was previously enjoyed by the Cardiff Company and upon as favourable terms.

16. The Great Western Company shall pay to the Marquis the sum of £5,000 as compensation for loss of one moiety of the rent until recently payable by the Taff Vale Railway Company to the Cardiff Company in respect of land and premises used as

railway sidings situate near the Roath Dock Cardiff and edged red on the said plan. A.D. 1923.

17. The Great Western Company shall pay to the Marquis the sum of £7,500 as compensation for loss of tonnage rents or other payments hitherto received by the Marquis from the Taff Vale Railway Company the Rhymney Railway Company and the Cardiff Company respectively in respect of access and traffic facilities to and from the Dowlais Cardiff Works of Guest Keen and Nettlefolds Limited and in discharge of all claims by the Marquis in respect of any such payments whether by Act of Parliament agreement or otherwise.

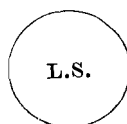
18. The Great Western Company shall in perpetuity at all times describe and refer to the docks undertaking at Cardiff and any extension thereof by the name or style of "the Bute Docks" Cardiff.

19. This agreement shall at the instance of either the Marquis or the Great Western Company be scheduled to the first Bill which shall be promoted in Parliament by the Great Western Company and this agreement is subject to such alterations as Parliament may see fit to make therein but if the Committee on the Bill make any material alteration it shall be competent for either party to withdraw the same And it is hereby agreed that the parties hereto shall respectively do all things reasonably in their power to obtain the confirmation of this agreement by Parliament.

In witness whereof the Marquis has hereunto set his hand and seal and the Great Western Company have caused their common seal to be hereunto affixed the day and year first before written.

Signed sealed and delivered by
the before-named John
Marquis of Bute and Earl of
Dumfries by William Lewis
Harris his attorney in the
presence of

BUTE
by
W. LEWIS HARRIS
his attorney.



ARTHUR H. WILFORD
Bute Estate Office
Castle Street Cardiff
Clerk.

Common seal of the Great West-
ern Railway Company was
hereunto affixed in the
presence of



A. E. BOLTER
Secretary.

A.D. 1923.

SIXTH SCHEDULE.

THIS INDENTURE made the twenty-third day of November one thousand nine hundred and twenty-two between the LLANELLY AND MYNYDD MAWR RAILWAY COMPANY incorporated by and acting under the provisions of the Llanelly and Mynydd Mawr Railway Acts 1875 and 1880 (hereinafter called "the Company") of the first part MARY WADDELL of 21 St. Andrew Square Edinburgh in the county of Midlothian trading under the name or style of "John Waddell & Sons" (hereinafter called "Messrs. Waddell") of the second part the GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Western Company") of the third part and the LLANELLY HARBOUR TRUST acting under the provisions of the Llanelly Harbour Acts and Orders 1858 to 1921 (hereinafter called "the Trust") of the fourth part.

WHEREAS by an indenture dated the 11th day of January 1882 and made between the Trust (by their then name of the Llanelly Harbour and Burry Navigation Commissioners) of the one part and the Company of the other part the use and occupation of certain lands then on the west side of the harbour of Llanelly with full power and authority to construct certain works thereon was granted and demised to the Company for the term of 60 years from the date thereof subject to the covenants conditions and reservations therein contained :

And whereas by virtue of divers mesne acts and assurances and in the events which have happened the benefits of the said indenture together with certain working powers in respect of the undertaking of the Company are or are claimed to be vested in Messrs. Waddell :

And whereas by section 7 of the Llanelly Harbour Act 1901 (the marginal note whereof is "For protection of Llanelly and Mynydd Mawr Railway Company and John Waddell and Sons") it was enacted that the provisions therein contained should unless otherwise agreed between the Trust and the Company be observed and have effect :

And whereas by an agreement dated the 12th day of August 1901 and made between the Trust by their then name of the Llanelly Harbour and Burry Navigation Commissioners of the one part and the Western Company of the other part certain running powers analogous to those granted by section 7 of the

Llanelly Harbour Act 1901 to the Company were granted to the Western Company over the railways of the Trust as therein mentioned and certain provisions were made as therein specified : A.D. 1923.
—

And whereas certain differences arose between the Trust and the Company under section 7 of the said Llanelly Harbour Act 1901 and were referred to arbitration in pursuance of subsection 22 thereof and the arbitrator duly made his award (hereinafter called the "Peter Whyte Award") under the said reference upon the 8th April 1903 :

And whereas under and by virtue of section 37 of the Llanelly Harbour Act 1904 (the marginal note whereof is "For protection of Llanelly and Mynydd Mawr Railway Company and John Waddell and Sons") it was enacted that unless otherwise agreed between the Company and the Trust the working expenses mentioned in paragraph A of subsection (1) of section 36 of that Act should include the cost of maintaining the works and fulfilling the obligations in favour of the Company and of Messrs. Waddell under section 7 of the said Act of 1901 and under the Peter Whyte Award :

And whereas various claims and counter-claims have arisen between the parties hereto of the first second and fourth parts under the provisions of the said indenture and section 7 of the Act of 1901 and the Peter Whyte Award and otherwise and still remain unsettled :

And whereas under the provisions of the Railways Act 1921 the Company will shortly be absorbed by the Western Company :

And whereas it has been agreed between the parties to these presents with a view to effectuating a settlement of all outstanding matters in difference as aforesaid and with a view to effecting a working arrangement in connection with the North Dock of the Trust at Llanelly and the railways serving the same that subject to the consent concurrence and sanction as hereinafter mentioned the Trust shall pay the sum of sixteen thousand pounds in manner hereinafter appearing and that the Company and Messrs. Waddell and all other necessary parties shall as from the 30th day of June 1922 surrender or cause and procure to be surrendered to the Trust all and every the rights and interests of them the Company and Messrs. Waddell now existing under the said indenture of the 11th January 1882 and under the provisions of the said section 7 of the Act of 1901 and under the Peter Whyte Award as hereinafter mentioned and shall acquit and release the Trust of and from all claims and demands under the same respectively and further that all claims whatsoever by the Company and Messrs. Waddell or either of them against the Trust and all claims whatsoever by the Trust against the Company and Messrs. Waddell or either of them shall be deemed to be fully discharged and satisfied up to the 30th June 1922 :

[Ch. xxx.] *Great Western* [13 & 14 GEO. 5.]
Railway (Additional Powers) Act, 1923.

A.D. 1923.

—

And whereas it was a term of the said agreement that the provisions of section 7 of the Llanelly Harbour Act 1901 and of the said agreement of the 12th day of August 1901 (subject as hereinafter provided) and of section 37 of the Llanelly Harbour Act 1904 should as from the 30th day of June 1922 be abrogated and that these presents should be entered into between the parties :

And whereas it is necessary that the Trust shall secure the consent and concurrence of the corporation and the ratepayers of Llanelly in public meeting and the sanction of the Minister of Transport to the borrowing by the Trust from the Bank of England of the said sum of sixteen thousand pounds :

Now this indenture witnesseth that in pursuance of the said agreement and in consideration of the premises each party hereto (so far as regards the obligation hereby imposed on such party) doth hereby covenant with the others and other of them :

And it is hereby declared and agreed as follows that is to say :—

1. The Trust shall and will at their own expense with all convenient speed apply for and use their best endeavours to obtain the consent and concurrence of the corporation and of the ratepayers of Llanelly in public meeting and the sanction of the Minister of Transport to the borrowing by the Trust of a sum of sixteen thousand pounds and to obtain an advance of the said sum by the Bank of England.

2. For the purposes of the arrangement intended to be effected by this agreement the Company and Messrs. Waddell shall be deemed to owe to the Trust the sum of eleven thousand and seven pounds namely Ten thousand two hundred and sixty-four pounds for dues and other charges up to the 30th day of June 1922 and seven hundred and forty-three pounds interest thereon from the 30th day of September 1914 to the 30th day of June 1922 For the like purposes the Trust shall be deemed to owe to the Company and Messrs. Waddell the sum of sixteen thousand pounds being the consideration for the surrender of the rights and property of the Company and Messrs. Waddell hereinafter mentioned and the sum of three thousand one hundred pounds for interest on ten thousand pounds part thereof from the 30th day of September 1914 to the said 30th day of June 1922 As appears by the account set forth in the Schedule hereto which account is hereby accepted as final and conclusive as regards the amounts therein specified the balance due to the Company and Messrs. Waddell on the said account is the sum of eight thousand and ninety-three pounds which sum shall be dealt with in manner hereinafter provided.

3. Out of the said advance of sixteen thousand pounds when obtained from the Bank of England by the Trust as aforesaid

the Trust will forthwith deposit eight thousand and ninety-three pounds in the joint names of Messrs. Waddell and the Trust with a bank to be agreed upon between Messrs. Waddell and the Trust pending the confirmation of this agreement by Parliament. If and when such confirmation shall be obtained the said sum of eight thousand and ninety-three pounds and any deposit interest earned thereby shall be forthwith released and transferred to Messrs. Waddell upon the joint receipt of the Company and Messrs. Waddell. If this agreement shall not be so confirmed then the said sum of eight thousand and ninety-three pounds and any deposit interest earned thereby as aforesaid shall be forthwith released to the Trust and this agreement shall become void.

A.D. 1923.

4. In the event of the Trust not securing the said consent concurrence sanction and advance within three calendar months from the date hereof these presents shall ipso facto upon the expiration of such three months become null and void and the provisions hereof shall be incapable of being pleaded by or against any or either of the parties hereto for any purpose whatsoever and they shall respectively be remitted to their original rights as if these presents had not been executed.

5. The lines of railway coloured blue on the plan hereto annexed and lying between the points marked "A" and "Y" thereon shall be and remain parts of the permanent undertaking of the Company save as aforesaid as from the 30th day of June 1922 and pending confirmation by Parliament of this agreement all rights and title of the Company Messrs. Waddell and the Western Company respectively under the said indenture of lease of the 11th day of January 1882 the Peter Whyte Award section 7 of the Llanelly Harbour Act 1901 the said agreement of the 12th day of August 1901 (subject as hereinafter provided) and section 37 of the Llanelly Harbour Act 1904 or any of them shall be deemed to have been and shall be suspended and upon such confirmation as aforesaid all such rights and title shall be deemed as from the said 30th day of June 1922 to have been and shall be absolutely abrogated and determined. During such period of suspension the Company and Messrs. Waddell and the Western Company shall enjoy the rights in respect of the user of the property of the Trust provided for them respectively by this agreement.

6. Upon the confirmation of this agreement and the transfer to the Company and Messrs. Waddell of the said sum of eight thousand and ninety-three pounds with interest (if any) earned in respect thereof under clause 3 hereof the Company and Messrs. Waddell shall surrender and cause and procure all other necessary parties (if any) to surrender to the Trust as on and from the 30th day of June 1922 all and every the premises demised by and the

A.D. 1923. — works constructed (other than the railways coloured blue on the said plan) under the said indenture of lease of the 11th day of January 1882 or section 7 of the said Act of 1901 or the Peter Whyte Award so that no part thereof be or remain part of the undertaking of the Company or the property of Messrs. Waddell And the Company and Messrs. Waddell and the Western Company respectively shall release to the Trust all rights benefits or interest conferred upon the Company and Messrs. Waddell and the Western Company respectively by or under the said indenture and/or the Peter Whyte Award or by the provisions of the said section 7 of the said Act of 1901 the said agreement of the 12th day of August 1901 (subject as hereinafter provided) and section 37 of the said Act of 1904 And the Company and Messrs. Waddell and the Western Company and all other necessary parties shall execute and do and cause to be executed and done all such deeds documents acts and things as the Trust may be reasonably advised are necessary to effectuate the said surrender and release and the abrogation of rights mentioned in clause 5 and the same shall be prepared by and at the expense of the Trust but shall be perused and executed by or on behalf of the Company and Messrs. Waddell and the Western Company or persons claiming under or in trust for them respectively at their own respective costs.

7. The Trust shall on or before the 30th day of December 1924 construct alter and adapt and at all times thereafter maintain as part of their undertaking and upon their own property and at their own expense the accommodation sidings coloured green upon the said plan for the joint use of the Company the Western Company and the Trust but so that the Company and the Western Company shall have the prior right to use the said accommodation sidings free of charge for coal and coke traffic only arising on the lines of the Company or the Western Company and intended for shipment at the North Dock of the Trust and the Company or the Western Company shall provide and maintain at the expense of the Trust proper junctions between the Company's railway coloured blue on the said plan and such accommodation sidings and the Company and the Western Company shall be entitled to use free of charge such junctions for the purposes of their traffic to and from the said accommodation sidings Until the said accommodation sidings and junctions shall be constructed and opened for traffic the Company and the Western Company shall be entitled to use free of charge any other sidings upon the property of the Trust at present used by the Company for their said traffic including any lines of railway to be surrendered to the Trust hereunder The said accommodation sidings shall be constructed so as to afford (when completed) accommodation for 225 wagons at the same time and shall be in type material and design similar to the sidings

with rails of 75 pounds to the yard already constructed by the Trust for the accommodation of light traffic to their North Dock and subject as aforesaid shall be constructed and maintained to the reasonable satisfaction of the engineer of the Western Company. A.D. 1923.

8. The Company shall maintain the junctions coloured respectively brown and yellow on the said plan at the expense of the Trust and shall be entitled to use the junction coloured brown for the purpose of exchanging traffic with the Trust free of charge. The signalling and other work in connection with the said junctions shall hereafter be maintained and if and when necessary renewed by the Company at the expense of the Trust.

9. The swingbridge across the entrance to the North Dock shall be controlled worked and maintained by the Trust together with the line of railway crossing the said swingbridge and the Company and the Western Company shall be entitled to use free of charge such line of railway in common with the Trust but so that the rights hereby granted to the Company and the Western Company shall be exercised only to the extent necessary for enabling the Company and the Western Company to shunt their trains over the said swingbridge for the purpose of working their traffic to and from the said accommodation sidings. Provided nevertheless that the Trust shall be under no obligation to provide and maintain a greater length of line of railway south of the point "A" than will accommodate a locomotive and 40 trucks and a van.

10. In the exercise of the shunting facilities hereby provided for the Company and the Western Company the line of railway actually crossing the said swingbridge shall be used as little as reasonably practicable and so as to avoid undue strain being placed on the said swingbridge. For such shunting operations no engine shall be used of greater size or weight than those hitherto employed for the like purposes by the Company. Provided that the Western Company may use engines of greater size or weight if prior to such user the Western Company shall at their own expense have completed such work for the purpose of strengthening the swingbridge as in the opinion of the engineer of the Trust for the time being shall be reasonably necessary to enable such swingbridge to accommodate such larger or heavier engines without injury to the said swingbridge or its approaches and supports.

11. All traffic of the Trust and empty wagons destined for the railway of the Company or the Burry Port and Gwendraeth Valley Railway intending to pass via Stradey Junction shall be exchanged by the Trust in reasonably marshalled order at the said accommodation sidings when constructed and the traffic

A.D. 1923. — of the Trust destined for the Western Company shall continue to be exchanged in reasonably marshalled order at the existing exchange sidings north of the North Dock of the Trust. As regards traffic at the said swingbridge the waterborne traffic passing in or out of the dock shall have precedence over all railway traffic but subject thereto the railway trains of the Trust on the one hand and those of the Company and the Western Company on the other hand shall be admitted to the line crossing the swingbridge alternately at all times when such respective trains are simultaneously awaiting admission thereto.

12. The Trust shall provide control maintain and work proper and adequate signals signalling appliances and arrangements for the working of the said swingbridge and also any additional signalling works which the Minister of Transport may require and the Company and the Western Company their work men and employees shall obey such signals.

13. The Trust shall not without the consent of the Company construct or grant any right to construct any additional line of railway across over or under or connecting with the Company's railway or connecting with any railway crossing the Great Western Railway to the west of the Company's railway.

14. Nothing herein contained shall prevent or hamper the Trust in the user of any of their lines or junctions referred to herein nor from or in hereafter altering or adding to the same but so nevertheless that the Trust shall continue to give and afford to the Company shunting facilities equally convenient to the shunting facilities provided for by clauses 9 and 10 of this agreement.

15. The Trust shall be entitled to run over and use the railway of the Company between the points marked "A" and "Y" on the said plan upon payment to the Company of such basic tolls as may be agreed upon between the Company the Western Company and the Trust or failing agreement settled by an arbitrator appointed by the Minister of Transport whose decision shall be final. The said tolls shall be subject to the same percentage variations as may be made in the general merchandise rates and also shall be subject to review from time to time upon application by the Trust or the Company or the Western Company on giving to the other parties six calendar months' notice in writing and from and after such review there shall be substituted therefor such tolls as may be mutually agreed or failing agreement settled by an arbitrator as aforesaid. Provided further that such running powers shall be free of tolls in the case of (1) shunting or the passage of light engines or empty wagons (2) traffic passing over the railway of the Company for the purpose of being weighed by the Trust if such traffic be ultimately handed over to the Company or the Western Company

for transit from the North Dock or if such traffic has been conveyed by the Company or the Western Company to the North Dock and (3) traffic consisting of holders or cylinders of gas or other illuminant for navigational lights or buoys belonging to or under the jurisdiction of the Trust or repairing material of the Trust required to be used for the purpose of the Trust's dock or harbour undertaking. A.D. 1923.

16. If at any time after the confirmation by Parliament of this agreement the Western Company give notice to the clerk to the Trust in writing that the traffic handed by the Western Company to the Trust is in the opinion of the Western Company not being satisfactorily dealt with by the Trust and the Trust shall not within two weeks after receipt of such notice cause such traffic to be dealt with satisfactorily then in that contingency the Western Company shall be at liberty (subject to the payment of tolls and the observance of conditions and regulations to be agreed between the Western Company and the Trust) to do the work of hauling and shunting such traffic upon the Trust's railways and sidings. Any difference arising between the Western Company and the Trust as to the handling of such traffic or whether or not the same is being satisfactorily dealt with or as to the terms tolls and general conditions upon which the Western Company is to be entitled to do the work of hauling and shunting such traffic shall be referred to and determined by an arbitrator to be appointed by the Minister of Transport. This clause shall not be deemed to apply to the swingbridge mentioned in clause 9 hereof the control of which shall in all events remain with the Trust.

17. The rights secured to Neville Druce and Company under their agreement with the Trust of conveying slag and other refuse for the purpose of tipping the same upon the west side of the breakwater may be exercised by them by conveying the same over the said swingbridge and the approaches thereto free of toll but so as not unreasonably to interfere with the traffic of the Company.

18. Nothing in this agreement shall prejudice or affect the rights of the Western Company in respect of the sidings provided under clause 3 of the said agreement dated the 12th August 1901 or the obligation of the Trust to maintain those sidings.

19. Except as herein specially provided all obligation of the Trust under the said indenture of lease the Peter Whyte Award the provisions of the said section 7 of the said Act of 1901 the said agreement of the 12th day of August 1901 and section 37 of the said Act of 1904 shall be deemed to be abrogated as from the said 30th day of June 1922.

A.D. 1923.

20. In consideration of the premises the Company and Messrs. Waddell hereby release surrender and give up to the Trust and the Trust release surrender and give up to the Company and Messrs. Waddell all claims of whatsoever nature which they may respectively have arising out of any matter referred to in this agreement and as from the 30th day of June 1922 Messrs. Waddell shall continue to be entitled to the use of the dock and railways of the Trust only as ordinary traders and shippers.

21. In consideration of the premises Messrs. Waddell hereby surrender release and give up all claims of whatsoever nature which they may have against the Company arising out of any matter referred to in this agreement.

22. Nothing herein contained shall preclude or hinder the Trust from applying hereafter to Parliament or the Ministry of Transport for further powers in connection with the construction of extensions or alterations of their docks railways or works or otherwise in connection with the development of their undertaking and the Company the Western Company and Messrs. Waddell respectively will not oppose such application on the ground that it will or may involve interference with any of the lines of rail sidings and works which are by this agreement required to be maintained by or at the expense of the Trust except for the purpose of securing equally convenient rail or siding accommodation to that provided for by this agreement.

23. Lastly the Western Company shall apply for the confirmation of this agreement in the next omnibus Bill promoted by them in Parliament and this agreement is in that event made subject to such alterations as Parliament may think fit to make therein and the Trust the Company and Messrs. Waddell respectively will support the Western Company in their application at their own expense and will supply such evidence and assistance as may be necessary to that end. Provided that if any material alteration is made by either House of Parliament in this agreement it shall be competent to any party hereto to withdraw this agreement from the Bill and the same shall thereupon be absolutely determined.

In witness whereof the parties hereto of the first third and fourth parts their common seals and the party hereto of the second part her hand and seal have hereunto set and affixed the day and year first above written.



SCHEDULE.

A.D. 1923.

DUE TO THE PARTIES OF THE
 FIRST AND SECOND PARTS.

	£	s.	d.
Agreed sum -	16,000	0	0
Interest on 10,000l. part thereof at 4 per cent. per annum from 30th September 1914 to 30th June 1922 calculated yearly -	3,100	0	0

£19,100 0 0

DUE TO HARBOUR TRUST.

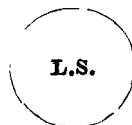
	£	s.	d.
Due from Messrs. Waddell (30th Sep- tember 1914 to 30th June 1922) -	8,908	0	0
Due during same period from Llan- elly and Mynydd Mawr Railway Com- pany -	1,043	0	0
	9,951	0	0
Agreed discounts -	313	0	0
	10,264	0	0
Interest at 4 per cent. per annum upon accrued accounts (September 1914 to June 1922) calcu- lated yearly -	743	0	0
	11,007	0	0
Balance -	8,093	0	0
	£19,100	0	0

The common seal of the Llanelly
 and Mynydd Mawr Railway
 Company was hereunto set
 and affixed in the presence of
 THOMAS ARNOTT Director.
 DAVID KYDD Secretary.



Signed sealed and delivered by the
 said Mary Waddell in the
 presence of
 GEO. CRAWFORD
 21 St. Andrew Square
 Edinburgh
 Cashier.

(Signed)
 MARY
 WADDELL.



[Ch. xxx.] *Great Western* [13 & 14 GEO. 5.]
Railway (Additional Powers) Act, 1923.

A.D. 1923. The common seal of the Great
 Western Railway Company }
 was hereunto set and affixed
 in the presence of
 A. E. BOLTER
 Secretary.



The common seal of the Llanelly
 Harbour Trust was hereunto }
 set and affixed in the presence
 of
 J. H. WILLIAMS Chairman.
 HENRY W. SPOWART Clerk.



SEVENTH SCHEDULE.

County Boroughs.	Boroughs.	Urban Districts.
Birkenhead. Birmingham. Bristol. Cardiff. Chester. Exeter. Liverpool. Manchester. Merthyr. Newport. Plymouth. Reading. Swansea. Wolverhampton.	Kidderminster. Llanelly. Neath. Pembroke. Port Talbot. Swindon. Weymouth.	Aberdare. Barry. Fishguard. Milford Haven. Newton Abbot. Penarth. Pontypridd. Stourbridge.

Printed by EYRE and SPOTTISWOODE, LTD.,
 FOR
 WILLIAM RICHARD CODLING, Esq., C.V.O., C.B.E., the King's Printer of
 Acts of Parliament.

To be purchased through any Bookseller or directly from
 H.M. STATIONERY OFFICE at the following addresses:
 IMPERIAL HOUSE, KINGSWAY, LONDON, W.C. 2, and 28, ABINGDON STREET, LONDON, S.W. 1;
 YORK STREET, MANCHESTER; 1, ST. ANDREW'S CRESCENT, CARDIFF;
 or 120, GEORGE STREET, EDINBURGH.

