

ELIZABETH II



1965 CHAPTER i

An Act to authorise Welsh Shipping Agency Limited to construct works and to acquire lands; and for other purposes. [23rd March 1965]

**W**HEREAS Welsh Shipping Agency Limited (in this Act referred to as "the Company") is a company within the meaning of the Companies Act, 1948, and is a 1948 c. 38. company limited by shares:

And whereas the Company is a subsidiary within the meaning of section 154 of the Companies Act, 1948, of Richard Thomas & Baldwins Limited (hereinafter referred to as "the parent company"):

And whereas the parent company has for some time manufactured iron and steel at its steel works in the urban district of Ebbw Vale in the county of Monmouth and has recently constructed steel works in the parishes of Llanwern, Bishton, Redwick, Whitson, Goldcliff and Nash in the rural district of Magor and Saint Mellons in the said county:

And whereas the most economical method of transporting from overseas the large quantities of raw material required at these steel

works is by means of large deep draughted vessels and there are at present no facilities available within a reasonable distance of the steel works where such vessels may be accommodated:

And whereas it is expedient that the Company should be authorised to construct the deep water wharf, a conveyor system to the steel works and the other works, in this Act described, and to use part of the bed and foreshore of the Severn Estuary and acquire lands, as by this Act provided:

And whereas in order to enable the Company to control and protect the said works so far as they are not situate within the port and harbour of Bristol it is expedient that the Company be constituted a harbour authority as in this Act provided:

And whereas it is expedient that the other provisions of this Act be enacted:

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

And whereas plans and sections showing the situations, lines and levels of the works authorised by this Act and the lands which may be taken or used compulsorily for the purposes thereof, and a book of reference to the said plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of those lands and describing the same, were in the month of February, 1964, duly deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons, with the clerk of the county council of the administrative county of Monmouth and with the town clerk of the city and county of Bristol, and such plans, sections and book of reference are respectively referred to in this Act as the deposited plans, the deposited sections and the deposited book of reference:

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

## PART I

### PRELIMINARY

Short title.

1. This Act may be cited as the Welsh Shipping Agency Act 1965.

Act divided into Parts.

2. This Act is divided into Parts as follows:—

Part I.—Preliminary.

Part II.—Lands.

Part III.—Works.

Part IV.—Miscellaneous.

3. The following enactments, so far as the same are applicable to the purposes of, and are not inconsistent with the provisions of, this Act are hereby incorporated with this Act:—

PART I  
—cont.  
Incorporation  
of Acts.

- (1) the Lands Clauses Acts (except section 92, sections 127 to 133 and sections 150 and 151 of the Lands Clauses Consolidation Act, 1845):

1845 c. 18.

Provided that the bond required by section 85 of the Lands Clauses Consolidation Act, 1845, shall be sufficient without the addition of the sureties mentioned in that section;

- (2) sections 38 to 44 and 68 to 75 of the Railways Clauses Consolidation Act, 1845:

1845 c. 20.

Provided that for the purposes of the incorporated provisions of the Railways Clauses Consolidation Act, 1845, the authorised works shall be deemed to be the railway and the centre line of the authorised works as shown on the deposited plans shall be deemed to be the centre line of the railway;

- (3) the Harbours Clauses Act, 1847 (except sections 6 to 13, 16 to 23, 25 to 51, 55 to 73, 77 to 82 and 84 to 96):

1847 c. 27.

Provided that in construing the Harbours Clauses Act, 1847—

(a) in sections 74 to 76 the expression “ the harbour, dock or pier ” shall mean Work No. 2 and Work No. 3 and in the other sections so incorporated shall mean that part of Work No. 2 which is not within the port and the water area within the limits of the said part of Work No. 2;

(b) the expression “ the special Act ” shall mean this Act; the prescribed limits shall be the harbour limits and the expression “ vessel ” shall have the meaning assigned to it by section 4 (Interpretation) of this Act.

4.—(1) In this Act unless there be something in the subject or context repugnant to such construction—

“ the authorised works ” means the works authorised by section 14 (Power to construct works) of this Act;

“ the Company ” means Welsh Shipping Agency Limited;

“ the corporation ” means the lord mayor, aldermen and burgesses of the city and county of Bristol;

“ the counties ” means the county of Monmouth and the city and county of Bristol;

“ enactment ” means any Act, whether public, general or local, or any order made thereunder, or any provision in any Act or in any such order;

PART I  
—cont.

1847 c. 27.

“ the Harbours Clauses Act, 1847 ” means the Harbours, Docks and Piers Clauses Act, 1847;

“ the harbour limits ” means the limits within which the Company exercise jurisdiction as defined in section 27 (Limits of harbour) of this Act;

“ the harbour undertaking ” means the undertaking of the Company in connection with the wharf works, as from time to time authorised;

1949 c. 42.

1961 c. 33.

“ the Lands Clauses Acts ” means the Lands Clauses Acts as modified by the Lands Tribunal Act, 1949, the Land Compensation Act, 1961, and this Act;

“ the level of high-water ” means the level of mean high-water springs;

“ the limits of deviation ” means the limits of deviation shown on the deposited plans;

“ the Minister ” means the Minister of Transport;

1955 c. xx.

“ the port ” means the port and harbour of Bristol being the area described in Part II of the schedule to the Bristol Corporation Act, 1955;

1878 c. 76.

“ telegraphic line ” has the same meaning as in the Telegraph Act, 1878;

“ the tribunal ” means the Lands Tribunal;

“ the Trinity House ” means the Corporation of Trinity House of Deptford Strond;

“ vessel ” includes any vessel, ship, lighter, barge, boat, raft, pontoon and craft of any kind however navigated, propelled or moved, and includes a seaplane on or in the water;

“ the wharf works ” means Work No. 2 and Work No. 3.

(2) This Act shall be read as if the words “ or thereabouts ” were inserted after each distance mentioned in section 14 (Power to construct works) of this Act.

(3) Any reference in this Act to a work identified by the number of the work shall be construed as the work of that number authorised by the said section 14 of this Act.

(4) Any reference in this Act to any enactment shall be construed as a reference to that enactment as applied, extended, amended or varied by, or by virtue of, any subsequent enactment including this Act.

PART II

LANDS

5.—(1) Subject to the provisions of this Act, the Company may enter upon, take and use the bed, banks and shores of the Severn Estuary and such of the lands in the counties delineated on the deposited plans and described in the deposited book of reference as may be required for the purpose of the authorised works. Power to acquire lands

(2) The powers of compulsory acquisition of land under this section shall cease after the expiration of three years from 1st August, 1964.

6.—(1) If the deposited plans or the deposited book of reference are inaccurate in their description of any land, or in their statement or description of the ownership or occupation of any land, the Company, after giving not less than ten days' notice to the owner, lessee and occupier of the land in question, may apply to two justices having jurisdiction in the place in which the said land is situated for the correction thereof. Correction of errors in deposited plans and book of reference.

(2) If on any such application it appears to the justices that the misstatement or wrong description arose from mistake, the justices shall certify the fact accordingly and shall in their certificate state in what respect any matter is misstated or wrongly described.

(3) The certificate shall be deposited in the office of the Clerk of the Parliaments, and a copy thereof in the Private Bill Office, House of Commons, with the clerk of the county council of Monmouth and with the town clerk of the city and county of Bristol, and with every clerk of a local authority with whom a copy of the deposited plans, or of so much thereof as includes the land to which the certificate relates, has been deposited in accordance with the Standing Orders of the Houses of Parliament, or who has the custody of any such copy so deposited; and thereupon the deposited plans and the deposited book of reference shall be deemed to be corrected according to the certificate, and it shall be lawful for the Company to take the land and execute the works in accordance with the certificate.

(4) A person with whom a copy of a certificate is deposited under this section shall keep it with the other documents to which it relates.

7.—(1) The Company may, instead of acquiring any land that they are authorised to acquire compulsorily under this Act, acquire compulsorily such easements and rights over or in the land as they may require for the purpose of constructing, using, Power to acquire easements only.

PART II  
—cont.

maintaining, renewing or removing the works authorised by this Act or for the purpose of obtaining access to the works or for the purpose of doing any other thing necessary in connection with the works.

(2) Accordingly the Company may give notice to treat in respect of any such easement or right describing the nature thereof; and the provisions of the Lands Clauses Acts shall apply in relation to the acquisition of such easements and rights as if they were lands within the meaning of those Acts.

(3) Where the Company have acquired an easement or right only in any land under this section—

- (a) they shall not be required or, except by agreement or during the execution of the said works, entitled to fence off or sever that land from the adjoining land;
- (b) the owner or occupier of the land for the time being shall, subject to the easement or right, have the same right to use the land as if this section had not been enacted.

(4) If in his particulars of claim the owner of any land in respect of which notice to treat for an easement or right is given under this section requires the Company to acquire the land, the Company shall not be entitled under this section to acquire the easement or right unless the tribunal determines that the easement or right can be granted without material detriment to the land or, in the case of a park or garden belonging to a house, without seriously affecting the amenity or convenience of the house; and, if the tribunal does not so determine, the Company may acquire the land compulsorily, notwithstanding that the period mentioned in subsection (2) of section 5 (Power to acquire lands) of this Act has expired, but not later than one year after the determination of the tribunal:

Provided that nothing in this subsection shall apply to land forming part of a street.

(5) A notice to treat given under this section shall be endorsed with notice of the effect of subsection (4) of this section.

Grant of easements by persons under disability.

8.—(1) Any person empowered by the Lands Clauses Acts to sell and convey or release lands may, if he thinks fit, subject to the provisions of those Acts, grant to the Company any easement or right required for the purpose of this Act over or in the lands, not being an easement or right of water in which some person other than the grantor has an interest.

(2) The provisions of the said Acts with respect to lands and rentcharges so far as they are applicable shall extend and apply to any such grant and to any such easement or right as aforesaid.

9.—(1) For the purposes of this Act the following provisions of this section shall have effect in substitution for section 92 of the Lands Clauses Consolidation Act, 1845.

PART II  
—cont.

Acquisition of  
part only of  
certain  
properties.  
1845 c. 18.

(2) No person shall be required to sell a part only of any house, building or factory, or of a park or garden belonging to a house, or a part only of any agricultural unit, if he is willing and able to sell the whole of the house, building, factory, park, garden or agricultural unit unless the tribunal determines—

(a) in the case of a house, building, factory or agricultural unit, that such part as is proposed to be taken can be taken without material detriment to the house, building, factory or agricultural unit; or

(b) in the case of a park or garden, that such part as is proposed to be taken can be taken without seriously affecting the amenity or convenience of the house to which it belongs.

(3) If the tribunal determines as aforesaid, compensation shall be awarded in respect of any loss due to the severance of the part proposed to be taken in addition to the value of that part; and thereupon the person interested shall be required to sell to the Company that part of the house, building, factory, park, garden or agricultural unit.

(4) In this section, the expression “ agricultural unit ” has the meaning assigned to it by section 109 of the Agriculture Act, 1947. 1947 c. 48.

10. At any time after serving notice to treat in respect of any land that may be acquired compulsorily under this Act, but not less than three months after giving the owner and occupier of the land notice of their intention to exercise the powers of this section, the Company may without previous consent and without compliance with sections 84 to 90 of the Lands Clauses Consolidation Act, 1845, enter on the land, or such part of it as may be specified in the last-mentioned notice, and take possession of the land or part or, as the case may be, enjoy any easement or exercise any right to be acquired under this Act over or in the land or part:

Power to  
expedite  
entry.

Provided that the Company shall pay the like compensation for land entered under this section, and the like interest on the compensation awarded, as would have been payable if the provisions of those sections had been complied with.

11.—(1) Any person acting on behalf of the Company and duly authorised in that behalf may, on producing if so required some duly authenticated document showing his authority, at all reasonable times enter on any land that the Company are authorised by this Act to acquire compulsorily for the purpose of surveying or valuing the land:

Power to enter  
for survey or  
valuation.

PART II  
—cont.

1936 c. 49.

Provided that no land shall be entered under this section unless the Company, not less than seven days before the date of the first entry and not less than twenty-four hours before any subsequent entry, have given notice in writing to the owner and occupier of the land in manner provided by section 285 of the Public Health Act, 1936.

(2) The power of survey conferred by the last foregoing subsection includes power to search and bore for the purpose of ascertaining the nature of the subsoil or the presence of minerals therein:

Provided that a person shall not carry out any works authorised by this subsection unless notice of his intention to do so was included in the notice required by the last foregoing subsection.

1961 c. 33.

(3) Where land is damaged in the exercise of a right of entry or survey conferred under this section, any person interested in the land may recover from the Company compensation for the damage to be determined in the case of dispute by the tribunal, and, so far as compensation is properly to be calculated by reference to the depreciation of the value of his interest in the land, rules 2 to 4 of the rules set out in section 5 of the Land Compensation Act, 1961, shall apply.

Disregard of  
recent  
improvements  
and interests.

12. In determining any question of disputed compensation or purchase money in respect of land or easements or rights over or in land acquired under this Act, the tribunal shall not take into account—

(a) any improvements or alteration made, or building erected, after 5th December, 1963; or

(b) any interest in the land created after the said date;

which in the opinion of the tribunal was not reasonably necessary and was made, erected or created with a view to obtaining or increasing the compensation or purchase money.

Extinction of  
private rights  
of way.

13.—(1) All private rights of way over any land that may be acquired compulsorily under this Act shall, as from the acquisition of the land, whether compulsorily or by agreement, be extinguished.

(2) Any person who suffers loss by the extinguishment of any right under this section shall be entitled to be paid by the Company compensation to be determined in case of dispute under and in accordance with the Land Compensation Act, 1961.

## PART III

## WORKS

Power to  
construct  
works.

14. Subject to the provisions of this Act, the Company may construct and place in the Severn Estuary and on the bed, banks and shores thereof and on the lands to be acquired under



section 5 (Power to acquire lands) of this Act, in the situations and lines, within the limits of deviation and according to the levels shown on the deposited plans and sections, the works hereinafter described, together with all necessary and proper works and conveniences connected therewith or incidental thereto:—

Work No. 1 A conveyor system 25 feet wide commencing at the most southerly point on the boundary of the works of Richard Thomas & Baldwins Limited in the parishes of Llanwern, Bishton, Redwick, Whitson, Goldcliff and Nash in the rural district of Magor and Saint Mellons in the county of Monmouth extending in an easterly direction for 11,500 feet thence in a south-easterly direction for 8,100 feet and terminating on the sea wall 2,200 feet north-east of the south-east corner of Porton House:

Work No. 2 An approach jetty 25 feet wide of open construction commencing at the termination of Work No. 1 and extending in a south-easterly direction for 22,600 feet:

Provided that in the construction of Work No. 2 the Company shall make such arrangements as are necessary so that the small ships which habitually use the estuary are able to navigate freely and safely under a section of that work:

Work No. 3 A wharf 100 feet wide with approach jetty 25 feet wide both of open construction commencing at the termination of Work No. 2 with a transfer station and extending in a north-easterly direction for 1,800 feet.

15.—(1) Subject to the provisions of this Act, the Company may, within the limits of deviation, in addition to such works—

(a) construct or place and maintain and use all such cuts, channels, entrances, sea walls, slipways, lay-bys, culverts, syphons, by-passes, arches, bridges (fixed or opening), ferries, sewers, drains, mains, pipes, cables, tanks, valves and valve chambers, embankments, banks, walls, jetties, berthing heads, strong points, landing places, mooring dolphins, mooring buoys, beacons, lights, signals, telecommunication installations, wharves, warehouses, sheds, buildings, engines, pumps, machinery, lifts, cranes, towers, drops, winches, capstans, gantries, conveyors, staites, tips, railways, tramways, junctions, sidings, turn-tables, roads, roadways, transmission lines, pylons, tunnels, walkways, approaches, pipeways, works and appliances as may be necessary or convenient for, or in connection with, or subsidiary to, the authorised works:

PART III  
—cont.

Provided that any such work constructed or placed in the Severn Estuary below the level of high-water shall be of open construction;

(b) temporarily or permanently use, strengthen, widen, improve, alter or otherwise interfere with drains, sewers, submarine cables, telegraphic, telephonic, electric, gas, water and other pipes, lines, wires, works and apparatus (all of which are hereinafter in this section referred to as "apparatus") providing where possible a proper substitute before interrupting the passage of sewage, electricity, gas or water in or through any apparatus.

(2) Any apparatus rendered unnecessary by the substitution of other apparatus therefor shall vest in the Company and the substituted apparatus shall vest in the same authority and be under the same jurisdiction, care, management and direction as the existing apparatus for which it may be so substituted.

(3) In the exercise of the powers conferred by this section, the Company shall take all practicable steps to reduce to a minimum nuisance from noise, dust and oil and shall cause as little detriment and inconvenience as the circumstances permit to any person and shall make reasonable compensation for any damage caused to any person by the exercise of such powers.

(4) (a) Not less than twenty-eight days before executing any works under paragraph (b) of subsection (1) of this section affecting any apparatus, the Company shall submit to the appropriate authority sufficient plans, sections and particulars of the proposed works for their reasonable approval.

(b) The Company shall execute such works in accordance with such plans, sections and particulars as may be submitted to and approved by the appropriate authority or, if such approval be refused, as may be settled by arbitration and all such works shall be executed to the reasonable satisfaction of the appropriate authority and the Company shall at all times afford to the representative of the appropriate authority access for the purpose of inspecting such works.

(c) Any dispute or difference, apart from disputed compensation, which may arise between the appropriate authority and the Company under this subsection shall be settled by arbitration.

(d) In this subsection "the appropriate authority" means in relation to any apparatus the authority to whom it belongs or by whom it is repairable.

(5) Notwithstanding anything in this section contained, the Company shall not—

(a) use any telegraphic line belonging to or used by the Postmaster General;

(b) alter any such line except in accordance with, and subject to, the provisions of paragraphs (1) to (8) of section 7 of the Telegraph Act, 1878.

PART III  
—cont.  
1878 c. 76.

(6) Any electrical works or equipment constructed, erected, laid down, maintained, worked or used in pursuance of the powers conferred by this section shall be so constructed, erected or laid down and so maintained, worked and used as to prevent interference with any telegraphic line belonging to, or used by, the Postmaster General or with telegraphic communication by means of any such line or with any apparatus of the South Wales Electricity Board or with any purpose for which such apparatus is used.

(7) Any telegraphic and telephonic apparatus used under the provisions of this section shall be so used as not to contravene the exclusive privilege conferred upon the Postmaster General by the Telegraph Act, 1869.

1869 c. 73.

(8) Notwithstanding anything in this section contained the Company shall not instal or use apparatus for wireless telegraphy in contravention of the provisions of the Wireless Telegraphy Act, 1949.

1949 c. 54.

(9) In subsection (5) of this section the expression “alter” has the same meaning as in the Telegraph Act, 1878, and in subsection (8) “apparatus for wireless telegraphy” has the same meaning as in the Wireless Telegraphy Act, 1949.

16. Subject to the provisions of this Act, the Company may from time to time maintain, renew, enlarge and alter temporarily or permanently the authorised works or any part thereof: Alteration and improvement of works.

Provided that nothing in this section shall authorise the Company to deviate laterally beyond the limits of deviation or to make any renewal, enlargement or alteration of Work No. 2 or Work No. 3 otherwise than of open construction.

17. In the construction of the authorised works the Company may deviate— Power to deviate.

- (a) laterally to any extent within the limits of deviation;
- (b) vertically from the levels shown on the deposited sections to any extent not exceeding 10 feet upwards, and, except where the works pass on, under or over tidal waters or tidal lands below the level of high-water, to any extent downwards:

Provided that in the construction of Work No. 1, any conveyor bridge over a highway shall be so constructed that there is not less than 16 feet 6 inches between the surface of the highway at the time of construction and the underside of the conveyor bridge.

PART III  
—cont.

Works below level of high-water to be subject to approval of Minister.

**18.**—(1) Subject to the provisions of this Act, any work authorised by this Act shall be constructed so far as the same shall be on, under or over tidal waters or tidal lands below the level of high-water only in accordance with plans and sections approved by the Minister and subject to such conditions and restrictions as the Minister may prescribe before such work is begun.

(2) Any alteration or extension of any such work shall be subject to the like approval.

(3) If any such work is commenced or completed contrary to the provisions of this section, the Minister may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown, and shall be recoverable either as a debt due to the Crown or, where the amount does not exceed twenty pounds, by the Minister summarily as a civil debt.

Period for completion of works.

**19.** If the authorised works are not completed before 1st January, 1975, then on that day the powers by this Act granted to the Company for making and completing those works shall cease, except as to so much thereof as is then completed.

Lights on works during construction.

**20.**—(1) The Company shall at or near such part of any work authorised by this Act as shall be on, under or over tidal waters or tidal lands below the level of high-water, during the whole time of the construction, alteration or extension of the same, exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Minister shall from time to time require or approve.

(2) If the Company fail to comply in any respect with the provisions of this section, they shall be liable on summary conviction to a fine not exceeding twenty pounds and, in the case of a continuing offence, to an additional fine not exceeding two pounds for every day on which, after conviction thereof, they so fail.

Permanent lights on works.

**21.**—(1) After the completion of the wharf works the Company shall exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Trinity House shall from time to time direct.

(2) If the Company fail to comply in any respect with the provisions of this section, they shall be liable on summary conviction to a fine not exceeding twenty pounds and, in the case of

a continuing offence, to an additional fine not exceeding two pounds for every day on which, after conviction thereof, they so fail.

PART III  
—cont.

22.—(1) In case of injury to, destruction or decay of any work authorised by this Act, or any part thereof, so far as the same shall be constructed on, under or over tidal waters or tidal lands below the level of high-water, the Company shall lay down such buoys, exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Trinity House, and shall apply to the Trinity House for directions as to the means to be taken.

Provision  
against  
danger to  
navigation.

(2) If the Company fail to comply in any respect with the provisions of this section, they shall be liable on summary conviction to a fine not exceeding ten pounds and, in the case of a continuing offence, to an additional fine not exceeding one pound for every day during which they omit, after conviction thereof, so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

23.—(1) If any work authorised by this Act, or any part thereof, situate wholly or partially on, under or over tidal waters or tidal lands below the level of high-water is abandoned or suffered to fall into decay, the Minister may by notice in writing require the Company at their own expense either to repair and restore such work or (if such work or part is no longer required by the Company) to abate or remove the same and restore the site thereof to its former condition and if, during the period of thirty days from the date when the notice is served upon the Company, they fail to comply with such notice the Minister may execute the works required to be done by the notice at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or, where the amount does not exceed twenty pounds, by the Minister summarily as a civil debt.

Abatement of  
work  
abandoned or  
decayed.

(2) Where any part of any such work which has been abandoned or suffered to fall into decay is situate above the level of high-water and is in such condition as to interfere or cause reasonable apprehension that the same may interfere with the right of navigation or other public rights over the foreshore, the Minister may include any such part of such work or any portion thereof in any notice under this section.

24. If at any time the Minister deems it expedient to order a survey and examination of any work constructed under the

Survey of  
works by  
Minister.

PART III  
—cont.

powers of this Act which shall be on, under or over tidal waters or tidal lands below the level of high-water, or of the site upon which it is proposed to construct any such work, the Company shall defray the expense of the survey and examination, and the amount thereof shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or, where the amount does not exceed twenty pounds, by the Minister summarily as a civil debt.

Restriction  
on use of  
wharf works.

25. The Company shall not use the wharf works, nor permit the wharf works to be used, otherwise than for the importation of bulk cargoes of—

- (a) raw materials for steel works in Wales or Monmouthshire; and
- (b) crude oil or natural gas.

## PART IV

## MISCELLANEOUS

Consent of  
Minister to  
exercise of  
powers in  
Parts II  
and III.

26.—(1) (a) Before applying to the Minister under subsection (2) of this section, the Company shall in conjunction with the mayor, aldermen and burgesses of the borough of Weston-super-Mare (hereinafter in this section referred to as “the corporation”) carry out such tests, including the construction and operation of models as may be agreed between the corporation and the Company or in default of agreement as may be determined by the Minister to ascertain what effect (if any) the construction and operation of the authorised works is likely to have on the regime of the Bristol Channel including in particular that of Weston Bay.

(b) The cost of carrying out any such tests shall be borne by the Company and the corporation equally or in such other proportions (not being less favourable to the corporation) as may be agreed between them or in default of agreement as may be determined by the Minister but the corporation shall not be required to pay any part of such costs unless in the opinion of the Minister the tests have shown that the regime of the Bristol Channel and in particular that of Weston Bay will not be altered to a significant extent by the construction or the operation of the authorised works and in calculating any amount which the corporation have agreed or are required to pay under this subsection they shall be entitled to take into account the value of any land they have provided for the tests.

(2) Any scheme to exercise any of the powers of Part II (Lands) or Part III (Works) of this Act shall be submitted to the Minister, and the Minister may make an order which shall be laid before and shall be subject to the affirmative resolution of both Houses of Parliament.

27. The limits within which the Company shall exercise jurisdiction as a harbour authority and within which the powers of the harbour master may be exercised shall extend over so much of the area of water lying within 300 feet of Work No. 2 as is not within the port.

PART IV  
—cont.  
Limits of  
harbour.

28. Section 52 of the Harbours Clauses Act, 1847, in its application to the Company and the harbour master, shall extend to empower the harbour master to give directions prohibiting the mooring of vessels within the harbour limits.

Directions of  
harbour  
master.  
1847 c. 27.

29. Section 53 of the Harbours Clauses Act, 1847, in its application to the Company and the harbour master, shall not be construed to require the harbour master to serve a notice in writing of his directions upon the master of a vessel and such directions may be given verbally or otherwise communicated to the master on any occasion when it is not reasonably practicable for a written notice to be served on the master.

Directions of  
harbour  
master need  
not be in  
writing.

30. In addition to the byelaws which may be made by the Company under section 83 of the Harbours Clauses Act, 1847, the Company may from time to time make, alter and repeal such byelaws as they think fit with reference to all or any of the following matters, that is to say:—

Power to  
Company to  
make  
byelaws.

the management, control and regulation of the wharf works and of goods, wares, merchandise and vehicles using or passing over the wharf works;

the conduct of persons using or being on the wharf works and the control or prohibition of smoking by such persons;

the safety precautions to be observed by persons using or being on the wharf works.

31.—(1) All byelaws made by the Company shall be subject to the provisions contained in subsections (2), (3), (4), (5), (6) and (7) of section 250 (Procedure, etc., for making byelaws) and in sections 251 (Fines for offences against byelaws) and 252 (Evidence of byelaws) of the Local Government Act, 1933, and all fines imposed for the breach of any such byelaws shall be recoverable in manner provided by that Act for the recovery of fines, and those sections shall, for the purposes of this section, be construed as if the words “the Company” were inserted instead of the words “the authority” wherever they occur and as if the reference to “the clerk of the authority” included a reference to the secretary of the Company.

Application of  
Local  
Government  
Act, 1933, to  
byelaws.  
1933 c. 51.

PART IV  
—cont.

(2) The confirming authority for the purposes of the said section 250 shall be the Minister.

Power to sell  
harbour  
undertaking.

32.—(1) At any time after Work No. 2 and Work No. 3 have been completed the Company may, with the previous consent in writing and upon such terms, conditions and restrictions as may be approved by the Minister, sell the harbour undertaking and the purchaser to the extent authorised by his conveyance shall have and may exercise all or any of the powers conferred upon the Company by this Act in relation to the harbour undertaking and shall be subject to all the restrictions, liabilities and obligations in respect of the harbour undertaking to which the Company are subject and shall perform all the duties of the Company under this Act in respect of such undertaking.

(2) The Company shall within one month after the date of any conveyance made under this section deposit a certified copy thereof at the Ministry of Transport and shall upon failure to do so be liable to a fine not exceeding twenty pounds.

Power to lease  
harbour  
undertaking.

33.—(1) The Company may with the previous consent in writing of, and upon such terms, conditions and restrictions and for such period as may be approved by, the Minister, lease to any company, corporation or person the harbour undertaking.

(2) As from the commencement of any lease made under the last preceding subsection, the lessee during the continuance of and to the extent provided in his lease shall have and may exercise all or any of the powers conferred upon the Company by this Act or which the Company have or might exercise under this Act, and shall be subject to all the restrictions, liabilities and obligations in respect of the harbour undertaking to which the Company are subject and shall perform all the duties of the Company under this Act in respect of such undertaking.

(3) No lease made under subsection (1) of this section shall be assignable without the previous consent in writing of the Minister and the provisions of this Act with respect to such lease or to the lessee shall apply to any such assignment or to the assignee respectively.

(4) The Company shall within one month after the date of any lease made under this section deposit a certified copy thereof at the Ministry of Transport and shall upon failure to do so be liable to a fine not exceeding twenty pounds.



34. The Company may with the previous consent in writing of, and upon such terms and conditions as may be approved by, the Minister, mortgage, charge or otherwise encumber the harbour undertaking.

PART IV  
—cont.

Power to mortgage harbour undertaking.

35. The Minister may cause to be held such inquiries as he may consider necessary in regard to the exercise of any powers or duties conferred or imposed upon him and the giving of any consent or approval or the making of any order or the confirmation of any byelaw under this Act and section 290 of the Local Government Act, 1933, shall apply to any such inquiry as if it were an inquiry held in pursuance of subsection (1) of that section and the Company were a local authority.

Inquiries by Minister.

1933 c. 51.

36. The Company shall be a local lighthouse authority for the purposes of the Merchant Shipping Act, 1894.

Local lighthouse authority.  
1894 c. 60.

37.—(1) Nothing in this Act shall prejudice or derogate from or in anywise alter, affect or interfere with the jurisdiction or authority of a pilotage authority to which this section applies (hereinafter referred to as “the authority”) in the appointment of pilots or the fees, emoluments and rights whatsoever due or payable to the authority or any other rights and privileges whatsoever now subsisting and in force enjoyed by the authority under or by virtue of any enactment or otherwise.

Saving for pilotage authorities.

(2) This section applies to the Bristol Pilotage Authority, the Cardiff Pilotage Authority, the Gloucester Pilotage Authority and the Newport Pilotage Authority.

38. For the protection of the undertakers the provisions of this section shall, unless otherwise agreed in writing between the Company and the undertakers, apply and have effect :—

For protection of certain statutory undertakers.

(1) In this section, unless the subject or context otherwise requires—

“adequate alternative apparatus” means alternative apparatus adequate to enable the undertakers to fulfil their statutory functions in a manner not less efficient than previously;

“apparatus” means—

(a) in relation to the Central Electricity Generating Board and South Wales Electricity

PART IV  
—cont.  
1882 c. 56.

Board any electric lines and works (as respectively defined in the Electric Lighting Act, 1882) belonging to or maintained by the undertakers, and includes any works constructed for the lodging therein of apparatus;

(b) in relation to the Newport and South Monmouthshire Water Board any mains, pipes or other apparatus belonging to or maintained by the undertakers and includes any works constructed for the lodging therein of apparatus;

“specified work” means any work carried out or thing done under the powers of section 14 (Power to construct works), section 15 (Subsidiary works) and section 16 (Alteration and improvement of works) of this Act;

“in” in a context referring to apparatus includes under, over, across, along or upon;

“operational land” has the same meaning as in section 221 of the Town and Country Planning Act, 1962;

1962 c. 38.

“position” includes depth;

“the undertakers” means—

the Central Electricity Generating Board, the South Wales Electricity Board and the Newport and South Monmouthshire Water Board, or any of them and in relation to any apparatus or property, means the undertakers to whom the apparatus or property belongs or by whom the apparatus is maintained and, in relation to the supply of electricity or water, means the undertakers by whom the supply is provided:

- (2) Notwithstanding anything in this Act or shown on the deposited plans, the Company shall not, under the powers of this Act, acquire any apparatus or operational land otherwise than by agreement:
- (3) The provisions of section 15 (Subsidiary works) of this Act shall not apply to any apparatus:
- (4) If the Company in the exercise of the powers of this Act acquire any interest in any land in which any apparatus is placed, that apparatus shall not be removed

nor shall any right of the undertakers to use, maintain, repair, renew or inspect any apparatus in that land be extinguished until adequate alternative apparatus has been constructed and is in operation to the reasonable satisfaction of the undertakers:

PART IV  
—cont.

- (5) (a) If the Company, for the purpose of the execution of any specified work, require the removal of any apparatus, they shall give to the undertakers written notice of such requirement with a plan and section of the proposed work;
- (b) If the Company require the undertakers to remove any apparatus, or if in consequence of the execution of any specified work the undertakers shall reasonably require to remove any apparatus, the Company shall, if practicable, afford to the undertakers the necessary facilities and rights for the construction of adequate alternative apparatus in other lands of the Company and thereafter for the maintenance, repair, renewal and inspection of such apparatus:

Provided that if the alternative apparatus or any part thereof is to be constructed elsewhere than in other lands of the Company, and the Company are unable to afford such facilities and rights as aforesaid in the lands in which the alternative apparatus or such part thereof is to be constructed, the undertakers shall, on receipt of a written notice to that effect from the Company, forthwith use their best endeavours to obtain the necessary facilities and rights:

- (6) (a) Any alternative apparatus to be constructed in lands of the Company in pursuance of paragraph (5) of this section shall be constructed in such manner and in such line or situation as may be agreed between the undertakers and the Company or, in default of agreement, settled by arbitration;
- (b) The undertakers shall, after the manner of construction and the line and situation of any alternative apparatus has been agreed, or settled by arbitration, as aforesaid and after the grant to the undertakers of any such facilities and rights as are referred to in paragraph (5) of this section, proceed with all reasonable dispatch to construct and bring into operation the alternative apparatus and thereafter to remove any apparatus required by the Company to be removed under the provisions of this section and, in default, the Company may remove the apparatus:

PART IV  
—cont.

- (7) Notwithstanding anything in paragraph (6) of this section, if the Company give notice in writing to the undertakers that they desire themselves to execute any part of so much of the work necessary in connection with the construction of the alternative apparatus or the removal of the apparatus required to be removed as will be situate in any lands of the Company, such work, in lieu of being executed by the undertakers shall be executed by the Company with all reasonable dispatch under the superintendence, if given, and to the reasonable satisfaction of the undertakers:

Provided that nothing in this paragraph shall authorise the Company to execute the actual placing, erection, installation, bedding, packing, removal, connection or disconnection of any apparatus or any filling around the apparatus (where the apparatus is laid in a trench) within 12 inches above the apparatus:

- (8) Where in accordance with the provisions of this section the Company afford to the undertakers facilities and rights for the construction, maintenance, repair, renewal and inspection in lands of the Company of alternative apparatus in substitution for apparatus to be removed as aforesaid, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the Company and the undertakers or, in default of agreement, determined by arbitration:

Provided that—

(a) in determining such terms and conditions as aforesaid in respect of alternative apparatus to be constructed across or through a specified work the arbitrator shall—

(i) give effect to all reasonable requirements of the Company for ensuring the safety and efficient operation of the specified work and for securing any subsequent alterations or adaptations of the alternative apparatus which may be required to prevent interference with any such work; and

(ii) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to any terms and conditions applicable to the apparatus constructed through the lands of the Company for which the alternative apparatus is to be substituted;

(b) if the facilities and rights to be afforded by the Company in respect of any alternative apparatus,

and the terms and conditions subject to which the same are to be granted are, in the opinion of the arbitrator, less favourable on the whole to the undertakers than the facilities, rights, terms and conditions applying to the apparatus to be removed, the arbitrator shall make such provision for the payment of compensation by the Company to the undertakers in respect thereof as shall appear to him to be reasonable having regard to all the circumstances of the particular case:

- (9) (a) Not less than twenty-eight days before commencing to execute any specified work which is near to or is likely to affect any apparatus the removal of which has not been required by the Company under paragraph (5) of this section, the Company shall submit to the undertakers a plan, section and description of the work to be executed;
- (b) Such work shall be executed only in accordance with the plan, section and description submitted as aforesaid and in accordance with such reasonable requirements as may be made by the undertakers for the alteration or otherwise for the protection of the apparatus, or for securing access thereto, and the undertakers shall be entitled by their officer to watch and inspect the execution of such work:

Provided that—

(i) if the undertakers within fourteen days after the submission to them of any such plan, section and description shall, in consequence of the work proposed by the Company, reasonably require the removal of any apparatus and give written notice to the Company of such requirement the foregoing provisions of this section shall apply and have effect as if the removal of such apparatus had been required by the Company under paragraph (5) thereof; and

(ii) nothing in this sub-paragraph shall preclude the Company from submitting at any time, or from time to time, but in no case less than twenty-eight days before commencing the execution of any such work, a new plan, section and description in lieu of the plan, section and description previously submitted and thereupon the provisions of this paragraph shall apply to and in respect of such new plan, section and description;

PART IV  
—cont.

- (c) The Company shall not be required to comply with sub-paragraph (a) of this paragraph in a case of emergency but, in such a case, they shall give to the undertakers notice as soon as reasonably practicable and a plan, section and description of the work as soon as reasonably practicable thereafter and shall comply with sub-paragraph (b) of this paragraph so far as reasonably practicable in the circumstances:
- (10) If in consequence of the exercise of the powers of this Act the access to any apparatus is materially obstructed the Company shall provide an alternative means of access to such apparatus:
- (11) The Company shall repay to the undertakers the reasonable costs, charges and expenses incurred by the undertakers in or in connection with—
- (a) the removal and relaying or replacing, alteration or protection of any apparatus or the provision and construction of any new apparatus under any of the provisions of this section;
  - (b) the cutting off of any apparatus from any other apparatus; and
  - (c) any other work or thing rendered reasonably necessary in consequence of the exercise by the Company of any of the powers of this Act:
- (12) If by reason or in consequence of the execution, user or failure of any of the specified works or any subsidence resulting from any of those works any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal for the purposes of those works) or property of the undertakers or any interruption in the supply of electricity or water by the undertakers shall be caused, the Company shall bear and pay the cost reasonably incurred by the undertakers in making good such damage, and shall—
- (a) make reasonable compensation to the undertakers for any loss sustained by them; and
  - (b) indemnify the undertakers against all claims, demands, proceedings, costs, damages and expenses which may be made or taken against or recovered from or incurred by the undertakers;
- by reason or in consequence of any such damage or interruption:

(13) (a) Any difference which may arise between the Company and the undertakers under this section shall be determined by a single arbitrator to be appointed by agreement between the parties or in default of agreement by the President of the Institution of Civil Engineers on the application of either party after giving notice in writing to the other party;

PART IV  
—cont.

(b) In settling any difference under this section the arbitrator may, if he thinks fit, require the Company to execute any temporary or other works so as to avoid, so far as may be reasonably possible, interference with the use of any apparatus:

(14) The Public Utilities Street Works Act, 1950, shall not apply to the execution of any specified work affecting any apparatus. 1950 c. 39.

39. For the further protection of the Central Electricity Generating Board (hereinafter in this section referred to as “the board”) the provisions of this section shall, unless otherwise agreed in writing between the Company and the board, apply and have effect:— For protection of Central Electricity Generating Board.

(1) In this section unless the context otherwise requires—

“plans” includes sections;

“the works” means the wharf works and any renewal, enlargement and alteration thereof under section 16 (Alteration and improvement of works) and any subsidiary works connected therewith constructed under section 15 (Subsidiary works) of this Act:

(2) The Company shall before commencing the construction of any of the works, submit to the board for their reasonable approval plans thereof and of any temporary works, and none of the said works shall be constructed otherwise than in accordance with such plans as may be approved or deemed to be approved by the board under this section or, in the case of difference, settled by the Minister:

Provided that if the board do not within twenty-eight days after the submission to them of any such plans signify to the Company in writing their approval or disapproval thereof, they shall be deemed to have approved the same.

PART IV  
—cont.

For protection  
of Usk River  
Board and  
Caldicot and  
Wentlooge  
Levels  
Drainage  
Board.

40. For the protection of the Usk River Board and the Caldicot and Wentlooge Levels Drainage Board the provisions of this section shall unless otherwise agreed in writing between the Company and the river board apply and have effect:—

(1) In this section—

“construction” includes execution, renewal, enlargement, alteration and placing and in relation to temporary works also includes removal and “construct” and “constructed” have corresponding meanings;

“plans” includes elevations and specifications of civil engineering works and elevations of other works;

“protective works” means any temporary or permanent works or measures necessary, because of the construction of a specified work, to ensure the stability of a sea defence work or to protect it or a watercourse from injury;

“the river board” means the Usk River Board except that in relation to a watercourse under the control of the Caldicot and Wentlooge Levels Drainage Board it means the Caldicot and Wentlooge Levels Drainage Board;

“sea defence work” means any drainage works for the purpose of defence against sea water or tidal water under the control of the river board for the purposes of the Land Drainage Act, 1930, the Land Drainage Act, 1961, and the River Boards Act, 1948;

“specified work” means any work (whether temporary or permanent) authorised by section 14 (Power to construct works) or section 15 (Subsidiary works) of this Act which will or will be likely to affect a sea defence work or watercourse;

“watercourse” includes all rivers, streams, ditches, drains, cuts, culverts, dykes, sluices, sewers (other than sewers under the control of a local authority within the meaning of the Public Health Act, 1875) and passages, through which water flows (other than the Severn Estuary and the main surface water and foul water drains belonging to the Company and serving the Spencer Works of the Company):

(2) (a) Not less than twenty-eight days before commencing a specified work the Company shall submit plans of such work to the river board for their reasonable approval and shall not commence the specified work

1930 c. 44.  
1961 c. 48.  
1948 c. 32.

1875 c. 55.



until such plans have been approved by the river board or in the case of difference until they have been settled by arbitration:

PART IV  
—cont.

Provided that if the river board do not within twenty-eight days after the receipt of any such plans signify to the Company their disapproval thereof and the grounds for their disapproval they shall be deemed to have approved thereof:

- (b) Not less than fourteen days before commencing any work of maintenance or renewal of a specified work (other than a minor work of maintenance) the Company shall, except in the case of emergency, submit to the river board for their information a notice of intention to commence the work and a description of the work:
- (3) Upon signifying their approval or disapproval of the said plans the river board may specify any protective works which in their opinion should be carried out or undertaken by the Company during the construction of the specified work and, where necessary for tidal, weather or other reasons, a period within which or time at which such protective works shall be carried out or undertaken and such of the works so specified as may be reasonably necessary shall be constructed by the Company within the period or at the time (if any) reasonably specified at their own expense and under the supervision (if given) and to the reasonable satisfaction of the river board:
- (4) (a) Subject to the provisions of this section a specified work shall not be constructed except in accordance with such plans as may be approved or deemed to be approved by the river board as aforesaid or settled by arbitration and shall be constructed to the reasonable satisfaction of the engineer of the river board who shall be given reasonable notice of the date and the time on and at which the specified work is to be commenced;
- (b) The Company shall at all reasonable times afford to the engineer of the river board and his duly authorised representatives access to such specified work for the purpose of inspection;
- (c) As soon as is reasonably practicable after the completion of the works the Company shall remove so much of any specified work as consists only of temporary works carried out for the purposes of such construction:
- (5) No specified work shall be constructed at such a time or in such manner as to create a risk of flooding due to cutting or breaching of any sea defence work:

PART IV  
—cont.

◉  
(6) The specified works shall be so constructed and maintained and used as to ensure so far as is reasonably practicable that—

(a) no material which is being conveyed along any part thereof; and

(b) no lubricating oil or other polluting matter; will spill, fall or be dropped into any tidal waters or any watercourse:

(7) If by reason of—

(a) the construction, maintenance or user of any specified work;

(b) the failure of that work or of the Company to maintain it;

a sea defence work shall at any time be breached or (as the case may be) a sea defence work or watercourse shall at any time be injured or its efficiency as a sea defence work or watercourse is otherwise impaired, the river board may fill in the breach or (as the case may be) make good such injury, and in either such a case restore it to a proper standard of efficiency as a sea defence work or watercourse (as the case may be) and recover the reasonable cost thereof (including a proper proportion of the overhead charges of the river board) from the Company:

(8) If the river board have reasonable grounds for believing that damage to a sea defence work or watercourse is likely to take place or its efficiency as a sea defence work or watercourse is likely to be impaired in any of the circumstances mentioned in the last foregoing subsection, they may carry out such protective works as may be agreed between the river board and the Company or as, in default of agreement, may be settled by arbitration or (in case of emergency) as they may consider necessary and recover the reasonable cost thereof (including a proper proportion of the overhead charges of the river board) from the Company:

Provided that in case of emergency the river board shall as soon as practicable give notice to the Company of the protective works which they are carrying out:

(9) Any additional expense which may be reasonably incurred by the river board in maintaining any protective works which become part of the sea defence works or a watercourse shall on demand be repaid to the river board by the Company:

(10) (a) Where any lands acquired by the Company under this Act or on, in or over which they construct a specified work abut upon a sea defence work or a watercourse, the river board and their officers, servants, workmen, contractors and agents together with any vehicles, plant or machinery shall be entitled at all reasonable times to enter upon the said lands for the purpose of obtaining access to the sea defence work or watercourse;

(b) A specified work shall not be constructed so as to prevent access to a sea defence work or watercourse by the river board and their officers, servants, workmen, contractors and agents together with any vehicles, plant and machinery as may be reasonably necessary:

(11) If by reason or in consequence of—

(a) the construction, maintenance or user of a specified work;

(b) the failure or want of repair of a specified work;  
or

(c) any subsidence caused by the construction of a specified work;

any injury, damage or interference is caused or results to or with a sea defence work or a watercourse then the Company shall indemnify and hold harmless the river board from all claims, demands or expenses which may be made on or against them or which they may have to pay by reason or in consequence of any such injury damage or interference:

Provided that the river board shall give to the Company reasonable notice of any such claim or demand as aforesaid and no settlement or compromise thereof shall be made without the agreement of the Company:

(12) The fact that any work or thing has been constructed or done in accordance with a plan approved or deemed to be approved by the river board or to their satisfaction or in accordance with any directions or award of an arbitrator shall not relieve the Company from any liability under the provisions of this section:

(13) The provisions of the Railways Clauses Consolidation Act, 1845, with respect to the temporary occupation of lands near the railway during the construction thereof as incorporated with this Act shall not apply or extend so as to authorise the occupation by the Company of any sea defence work or watercourse: 1845 c. 20.

PART IV  
—cont.

- (14) If the Company sell or lease the harbour undertaking the Company and the purchaser or the lessee as the case may be shall be jointly and severally liable for any claim arising under this section:
- (15) The provisions of this section shall be in addition to, and not in substitution for, or derogation of, any statutory or other rights or powers of the river board:
- (16) Any difference arising between the Company and the river board under this section (other than a difference as to the construction of this section) shall be referred to and determined by a single arbitrator to be agreed upon between the parties or, failing agreement, appointed by the President of the Institution of Civil Engineers on the application of either party (after notice in writing to the other).

For protection  
of Gloucester  
Harbour  
Trustees.

41. For the protection of the Gloucester Harbour Trustees (in this section referred to as "the trustees") the provisions of this section shall, unless otherwise agreed in writing between the Company and the trustees, apply and have effect:—

- (1) Before commencing the construction of the wharf works the Company shall deliver to the trustees for their reasonable approval plans and sections showing the general mode of construction thereof and the wharf works shall not be constructed otherwise than in accordance with such plans and sections as may be approved or deemed to be approved by the trustees under this section or in the case of difference settled by the Minister:

Provided that if the trustees do not within twenty-eight days after the receipt of any such plans and sections signify to the Company their disapproval thereof and their reasons for such disapproval they shall be deemed to have approved the same:

- (2) During the construction and after the completion of the said works the Company shall to such extent as the trustees may reasonably require provide and maintain on the said works effective fog-signalling apparatus and shall duly and properly work such apparatus in foggy weather for the purpose of warning passing vessels of the existence of the works:
- (3) The provisions of section 20 (Lights on works during construction) and section 21 (Permanent lights on works) of this Act shall with the necessary modifications apply to the trustees in so far as the said works are within

their jurisdiction as if the trustees were named therein in addition to the Minister or the Trinity House as the case may be:

PART IV  
—cont.

Provided that if there is any inconsistency between a requirement of the Minister or a direction of the Trinity House and a requirement or direction of the trustees or in the event of the trustees refusing to give any approval under the said section 20 the Company shall be deemed to have complied with the provisions of those sections and this paragraph if they have complied with the requirement of the Minister or the direction of the Trinity House or obtained the approval of the Minister as the case may be:

- (4) Any difference arising between the Company and the trustees under paragraph (2) of this section shall be referred to a single arbitrator to be appointed between them or, failing such 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.

42. For the protection of the corporation the following provisions shall, unless otherwise agreed in writing between the Company and the corporation, apply and have effect:—

For protection  
of Bristol  
Corporation.

- (1) In this section unless the context otherwise requires—

“plans” includes sections;

“the works” means the wharf works and any renewal, enlargement or alteration thereof under section 16 (Alteration and improvement of works) of this Act and any subsidiary works connected therewith constructed under section 15 (Subsidiary works) of this Act:

- (2) The Company shall before commencing the execution of any of the works which will be situate within the port submit to the corporation for their reasonable approval plans thereof and none of the works shall be executed otherwise than in accordance with such plans as may be approved or deemed to be approved by the corporation under this section or, in the case of difference settled by the Minister:

Provided that if the corporation do not within two months after the submission to them of any such plans signify to the Company their approval or disapproval thereof, they shall be deemed to have approved the same:

- (3) After the purpose for which temporary structures used to enable any of the works to be constructed has been

PART IV  
—cont.

accomplished, the Company shall with all reasonable dispatch or, after fourteen days' notice in writing from the corporation requiring them so to do, remove any such temporary structures or any materials for the same which may have been placed within the port by the Company and if they fail to do so the corporation may remove the same and the Company shall repay to the corporation the reasonable expense of such removal:

- (4) The Company shall permit the officers, servants and agents of the corporation to have access both by water and by land at all reasonable times on, to or over any of the works within the port without payment or hindrance—

(a) during the construction thereof for the purpose of inspection; and

(b) after the construction thereof whilst in the execution of their duties:

- (5) The Company shall on request afford all such reasonable facilities to the corporation to place and maintain on the works within the port such signals, tide-boards, tide gauges or other apparatus for the benefit of navigation and such office and other accommodation for the officers, servants and agents of the corporation as the corporation may from time to time reasonably require:

- (6) Nothing in this Act shall prejudice or alter or be deemed to prejudice or alter any of the provisions of the Bristol Dock Acts, 1848 to 1961, or any other of the rights, powers, privileges or authorities of the corporation.

Provisions applicable to last four sections.

43.—(1) If there is any inconsistency between any plans or sections approved or deemed to have been approved by a protected authority, or settled by arbitration, under the relevant section and the plans and sections approved by the Minister under section 18 (Works below level of high-water to be subject to approval of Minister) of this Act, the work to which the plans or sections relate shall be constructed in accordance with the plans and sections approved by the Minister.

(2) In this section—

“protected authority” means the Central Electricity Generating Board, the Usk River Board and the Caldicot and Wentlooge Levels Drainage Board, the Gloucester Harbour Trustees and the corporation;

“relevant section” means whichever of the last four foregoing sections of this Act is expressed to be for the protection of the protected authority concerned.

For protection  
of Richard  
Hanbury  
Hanbury  
Tenison and  
his successors.

44. For the protection of the owner the following provisions shall unless otherwise agreed in writing between the Company and the owner apply and have effect, that is to say:—

- (1) In this section “the owner” means Richard Hanbury Hanbury Tenison or other the owner or owners for the time being of the several fishery situate in the lordship or manor of Porton in the parishes of Goldcliff and Redwick in the rural district of Magor and Saint Mellons in the county of Monmouth:
- (2) The approach jetty, Work No. 2, authorised by this Act shall for a distance of 1,000 feet measured from the commencement of that work be constructed of openwork construction with a clearspan between the centres of the piers thereof of not less than 200 feet:
- (3) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not—
  - (a) in constructing the said Work No. 2 on or over any part of the said fishery deviate laterally in a westerly direction from the line thereof shown on those plans to a greater extent than 500 feet; or
  - (b) purchase compulsorily the said fishery or any lands comprised therein but the Company may in the exercise of the powers of section 7 (Power to acquire easements only) of this Act acquire only such easements or rights over or in those lands as they may require for the purpose of constructing, using, maintaining, renewing or removing the said work:
- (4) The Company shall not under the powers of this Act construct any works, whether temporary or permanent, on the bed or foreshore of the Severn Estuary within 100 yards of the piers forming part of the said fishery and situate south-eastwards of Porton House:
- (5) The Company shall pay compensation to the owner for any loss or damage which the owner proves to have been caused to the said fishery by reason or in consequence of the construction of the said Work No. 2 whether during the construction thereof or at any time thereafter; and the amount of such compensation shall in default of agreement be determined by the tribunal:
- (6) (a) The Company shall as soon as reasonably practicable after the passing of this Act or in the case of any lands not then in their possession after they shall have acquired the necessary rights or interests therein grant to the owner for himself and his licensees and employees such rights of way over the lands numbered on the deposited plans 28, 33 and 34 in the said parish of Goldcliff

PART IV  
—cont.

(including a right of way along the sea wall) as he may reasonably require for the purpose of obtaining access to the said fishery and of carrying goods and materials for the maintenance, repair or installation of the engines thereof;

- (b) Any dispute between the Company and the owner under this paragraph shall be referred to and determined by an arbitrator to be agreed upon between them or, in default of agreement, to be appointed on the application of either of them, after notice in writing to the other of them, by the President of the Royal Institution of Chartered Surveyors.

Saving for byelaws of Usk River Board.

45.—(1) Nothing in this Act shall exempt the Company from any land drainage byelaws of the Usk River Board or the Caldicot and Wentlooge Levels Drainage Board which may for the time being be in force.

(2) Nothing in this Act shall exempt the Company from any byelaws of the Usk River Board relating to prevention of pollution which may for the time being be in force.

Crown rights.

46. Nothing in this Act shall affect prejudicially any estate, right, power, privilege or exemption of the Crown and, in particular and without prejudice to the generality of the foregoing, nothing herein contained shall authorise the Company to take, use or in any manner interfere with any portion of the shore or bed of the sea or of any river, channel, creek, bay or estuary or any land, hereditaments, subjects or rights of whatsoever description belonging to Her Majesty in right of Her Crown and under the management of the Crown Estate Commissioners without the consent in writing of those commissioners on behalf of Her Majesty first had and obtained for that purpose.

Saving for town and country planning. 1962 c. 38.

47. The provisions of the Town and Country Planning Act, 1962, and any restrictions or powers thereby imposed or conferred in relation to land shall apply and may be exercised in relation to any land notwithstanding that the development thereof is, or may be, authorised or regulated by or under this Act.

Costs of Act.

48. The costs, charges and expenses preliminary to, and of and incidental to, the applying for and the preparing, obtaining and passing of this Act shall be paid by the Company.

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# Welsh Shipping Agency Act 1965

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