



CHAPTER xxxiii.

An Act to provide for the abandonment by the
Great Western Railway Company of the North
Dock Swansea and of a portion of the
Swansea Canal and to confer upon the
Great Western Railway Company and the
Corporation of Swansea powers to acquire lands
and to execute works and for other purposes.
[2nd July 1928.]

A.D. 1928.

WHEREAS it is expedient that the Great Western
Railway Company (in this Act called "the
Company") should be authorised to abandon and dis-
continue the dock known as the North Dock and situate
in the parish and county borough of Swansea (in this
Act called "the borough") and a portion of the canal
known as the Swansea Canal and to convey to the mayor
aldermen and burgesses of the borough (in this Act
called "the Corporation") some portion or portions of
the sites thereof and to hold or to sell and dispose of
the remainder of such sites :

And whereas it is expedient that the Company
should be empowered to construct the works and to
exercise the powers by this Act 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 certain lands in this Act
described or referred to :

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And whereas the borough is a municipal borough subject to the Acts relating to municipal corporations and is a county borough within the meaning of the Local Government Act 1888 and the Corporation acting by the council are the urban sanitary authority for the borough :

And whereas it is expedient that the Corporation should be empowered to construct in the borough the new streets and street improvements by this Act authorised and to acquire lands for that purpose :

And whereas estimates have been prepared by the Corporation in relation to the following purposes in respect of which they are by this Act empowered to borrow money and such estimates are as follows :—

For the purchase of lands for the new streets and street improvements by this Act authorised - - - -	£ 91,350
For the construction of the new streets and street improvements by this Act authorised - - - -	344,043

And whereas the several works included in such estimates respectively are permanent works and it is expedient that the cost thereof should be spread over a term of years as by this Act provided :

And whereas plans and sections showing the lines and levels of the works by this Act authorised and plans showing the lands by this Act authorised to be acquired compulsorily 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 clerk of the peace for the county of Glamorgan and are hereinafter respectively referred to as the deposited plans sections and books of reference :

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

And whereas it is expedient that some of the provisions of the existing Acts of the Company and of the Corporation should be amended or repealed and that the other powers in this Act mentioned should be conferred :

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And whereas the purposes of this Act cannot be effected without the authority of Parliament: A.D. 1928.

And whereas in relation to the promotion of the Bill for this Act the requirements of the Borough Funds Acts 1872 and 1903 have been observed by the Corporation:

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:—

1. This Act may be cited for all purposes as the *Great Western Railway (Swansea North Dock Abandonment) Act 1928.* Short title.

2. The Lands Clauses Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act with the following modifications:— Incorporation of general Acts.

The bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Company or the corporate seal of the Corporation as the case may be and shall be sufficient without the addition of the sureties mentioned in that section:

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 or the Corporation as the case may be and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party.

3.—(1) In this Act the several words and expressions to which meanings are assigned by the Acts incorporated herewith or by the Public Health Acts have the same respective meanings unless there be something in the subject or context repugnant to such construction. Interpretation.

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(2) All distances and lengths stated in any description of works or lands shall be read and have effect as if the words "or thereabouts" were inserted after such distance or length.

(3) "The Public Health Acts" means the Public Health Act 1875 and the Acts amending or extending the same.

"The borough fund" and "the borough rate" mean respectively the borough fund and the borough rate of the borough until the date of the first new valuation as defined in the Rating and Valuation Act 1925 and thereafter the general rate fund and general rate of the borough.

Power to
Company
to abandon
North Dock
and portion
of Swansea
Canal.

4. The Company may abandon and discontinue (a) the dock and works in connection therewith known as the North Dock together with the locks at either end thereof and the entrance channel and basin at the northern end thereof (all of which are in this Act referred to as "the abandoned dock") and (b) so much of the Swansea Canal as lies south of the bridge carrying Maliphant Street thereover together with the lock basin thereon and the lock and entrance channel communicating with the basin at the northern end of the North Dock (all of which are in this Act referred to as "the abandoned portion of canal") and thereupon all the powers and obligations conferred or imposed upon the Company with respect to or in connection with the abandoned dock and the abandoned portion of canal shall cease.

Vesting of
site of
abandoned
dock in
Company.

5.—(1) The lands forming the site of the abandoned dock shall by virtue of this Act and without any deed of conveyance or other assurance become and be vested in the Company freed and discharged from all rights and interests therein and thereover.

(2) The Company may retain use and appropriate for the general purposes of their undertaking or for the purposes of this Act the whole of the lands forming the sites of the abandoned dock and the abandoned portion of canal or such part thereof as they may think fit or subject to the provisions of this Act may sell lease or otherwise dispose of such lands or the remainder thereof

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in such manner at such time or times to such person or persons and on such terms and conditions as they may think fit. A.D. 1928.
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6. The following provisions for the protection of the Most Noble Henry Hugh Arthur Fitzroy Duke of Beaufort the Most Noble Louise Emily Dowager Duchess of Beaufort George Levinge Whately and Ellis George Whately and their respective heirs successors in title or assigns (in this section referred to as "the owners") shall unless otherwise agreed in writing between the Company and the owners apply and have effect (that is to say):— For protection of Duke of Beaufort and his trustees.

Notwithstanding anything in this Act contained any mines and minerals belonging to the owners and situate in or under the lands forming the site of the abandoned dock shall not vest in the Company.

7. For the protection of Richard Thomas and Company Limited and S. J. Burrell Prior Limited and their successors (in this section respectively referred to as "the owners") the following provisions shall unless otherwise agreed in writing between the Company and the owners apply and have effect (that is to say):— For protection of Richard Thomas and Company Limited and others.

(1) In respect of the lands owned or leased by the owners lying on and situate on the eastern side of the lock connecting the North Dock Basin with the river Tawe and between that basin and the western bank of the present channel of the river Tawe where it is known as the New Cut the owners shall be entitled to claim from and be paid by the Company compensation for any injurious affection of the said lands which may result from the closing of the North Dock and the said basin or the construction by the Company of any of the works by this Act authorised or the exercise of any of the powers by this Act conferred upon the Company:

(2) Any difference between the Company and the owners as to the amount of such compensation shall be referred to and settled by a single arbitrator to be appointed (failing agreement) by the President of the Surveyors' Institution on the application of either party and in all

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other respects the provisions of the Arbitration Act 1889 shall apply to such reference and the compensation shall be assessed as if the power conferred on the Company by this Act to abandon the North Dock and the said basin had not been obtained.

Power to
Company to
construct
works.

8. Subject to the provisions of this Act the Company may within the borough make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the works hereinafter described 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. The works hereinbefore referred to and authorised by this Act are:—

Work No. 1 A wall or embankment at the south-eastern end of the lock connecting the half tide basin with the North Dock:

Work No. 2 A wall or embankment at the north-eastern end of the lock connecting the North Dock basin with the river Tawe.

Power to
Company
to acquire
additional
lands.

9. Subject to the provisions of this Act the Company may enter upon take use and appropriate for the purposes of this Act or for the general purposes of their undertaking and works connected therewith all or any of the following lands situate within the borough delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):—

Lands lying on and adjoining the eastern side of the North Dock and extending from the southern side of the Albion Dry Dock to the north-eastern end of the North Dock.

Power to
Corporation
to construct
works.

10.—(1) Subject to the provisions of this Act the Corporation may within the borough make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the new streets and street improvements in this section described together with all necessary and proper works

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and conveniences connected therewith or incident thereto and exercise the powers following (that is to say) :— A.D. 1928.

Work No. 3 A new street commencing by a junction with the street known as the Strand at or near the eastern side of the bridge carrying the South Wales Railway of the Company over that street and terminating at or near the western end of the bridge carrying Harbour Trust Road over the New Cut :

Work No. 4 A new street commencing by a junction with Castle Street at or near the junction with that street of Welcome Lane and terminating by a junction with Work No. 3 at a point one chain east of a point in Slip Road five chains north of the junction of that road with Harbour Trust Road and in connection therewith the Corporation may alter the levels of (a) the Strand between points respectively three chains north and three chains south of the junction therewith of Welcome Lane and (b) so much of the Oystermouth Railway which will be crossed on the level by the said new street as lies between points respectively seven chains south and three chains north of the level crossing by that railway of Strand Row :

Work No. 5 A widening and improvement of Harbour Trust Road on both sides thereof between the respective junctions therewith of the Strand and Thomas Street and in connection therewith the Corporation may substitute a fixed bridge for the existing swing bridge carrying the said road over the New Cut and as and from the completion of the said work Harbour Trust Road shall become a highway repairable by the inhabitants at large of the borough.

(2) The provisions of sections 21 to 23 inclusive of the Swansea Corporation Act 1927 shall apply with respect to the construction of the new streets and street improvements by this section authorised as if the same had been repeated herein.

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Power to
Corporation
to acquire
lands.

11. Subject to the provisions of this Act the Corporation may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for the purposes of the works which the Corporation are by this Act authorised to construct or for the purpose of providing space for the erection of buildings adjoining or near to such works.

Works
below high-
water mark
to be subject
to approval
of Board of
Trade.

12.—(1) Subject to the provisions of this Act any work authorised by this Act shall only be constructed so far as the same shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides in accordance with plans and sections approved by the Board of Trade under the hand of one of the secretaries or assistant secretaries of the Board of Trade and subject to such restrictions and regulations as the said board 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 be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company or the Corporation as the case may be and the amount of such cost shall be a debt due from the Company or the Corporation to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

Survey of
works by
Board of
Trade.

13. If at any time the Board of Trade deem it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company or the Corporation under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct any such work the Company or the Corporation as the case may be shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company or the Corporation to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

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14.—(1) Where any work constructed by the Company or the Corporation under the powers of this Act and situate wholly or partially on under or over the shore or bed of the sea or of any creek bay arm of the sea or navigable river communicating therewith below high-water mark of ordinary spring tides is abandoned or suffered to fall into decay the Board of Trade may by notice in writing either require the Company or the Corporation as the case may be at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides or any portion thereof or require them to abate or remove the same and restore the site thereof to its former condition to such an extent and within such limits as the Board of Trade may think proper.

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—
Abatement
of work
abandoned
or decayed.

(2) If during the period of thirty days from the date when the notice is served upon the Company or the Corporation as the case may be they have failed to comply with such notice the Board of Trade may execute the works required to be done by the notice at the expense of the Company or the Corporation and the amount of such expense shall be a debt due from the Company or the Corporation to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

15.—(1) The Company or the Corporation as the case may be shall at or near such part of the works by this Act authorised as shall be below high-water mark of ordinary spring tides 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 Board of Trade shall from time to time require or approve.

Lights on
works
during con-
struction.

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

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Permanent
lights on
works.

16.—(1) After the completion of the works by this Act authorised the Company or the Corporation as the case may be shall at the outer extremity of those works below high-water mark of ordinary spring tides 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 Corporation of Trinity House Deptford Strond shall from time to time direct.

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

Provision
against
danger to
navigation.

17.—(1) In case of injury to or destruction or decay of the works by this Act authorised or any part thereof so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides the Company or the Corporation as the case may be 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 Corporation of Trinity House Deptford Strond and shall apply to that corporation for directions as to the means to be taken.

(2) If the Company or the Corporation fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty 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.

Notice of
closing to
be given.

18. Not later than one month before closing the abandoned dock and the abandoned portion of canal respectively the Company shall give notice of the date of closing by placards fixed at conspicuous spots on the dock and canal and at such other spots near the dock and canal as they may deem most convenient for persons

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interested therein and by advertisement once at least in two successive weeks in a newspaper or newspapers circulating in the borough. A.D. 1928.

19. If the Corporation in constructing Work No. 4 by this Act authorised require the portion of the Oystermouth Railway which lies northward of the level crossing by that railway of Squires Place to be abandoned and discontinued in lieu of the alteration in levels thereof as shown on the deposited sections they may give notice in writing of such requirement to the owners lessees and occupiers of the said portion of railway and on and from the expiration of one month from the date of such notice the said portion of railway shall by virtue of this Act be abandoned and discontinued and thereupon the Corporation shall pay to the said owners lessees and occupiers such compensation as may be agreed or in default of agreement settled by arbitration in the manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

As to abandonment of portion of Oystermouth Railway.

20. The following provisions for the protection of (a) the Most Noble Henry Hugh Arthur Fitzroy Duke of Beaufort the Most Noble Louise Emily Dowager Duchess of Beaufort George Levinge Whately and Ellis George Whately and their respective heirs successors in title or assigns (b) Lieutenant-Colonel Henry Wightman Benson Colonel Starling Meux Benson and Florance John Benson (trustees of the will of General Henry Roxby Benson C.B. deceased) and their respective heirs successors in title or assigns and their tenants (c) the Swansea Oil and Grease Company Limited (d) the Atlantic Fuel and Coal (Swansea) Limited (e) the trustees of the Briton Ferry Settled Estates of George Francis Ninth Earl of Jersey and all persons authorised by them and the Anglo-French Nickel Company Limited and (f) Richard Thomas and Company Limited and S. J. Burrell Prior Limited (in this section respectively referred to as "the landowners") shall unless otherwise agreed in writing between the landowners and the Corporation have effect (that is to say) :—

Provisions as to fixed bridge over New Cut.

If the Corporation in connection with the construction of Work No. 5 by this Act authorised substitute a fixed bridge for the existing swing bridge carrying Harbour Trust Road over the

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New Cut the Corporation shall pay to the land-owners compensation for any injurious affection of the lands owned or occupied by them abutting on the river Tawe or the New Cut or the towing paths adjoining the same respectively by the construction of such fixed bridge.

For protec-
tion of trus-
tees of Lord
Jersey's
Briton
Ferry
Settled
Estates.

21. The following provisions for the protection of the trustees of the Briton Ferry Settled Estates of the Right Honourable George Francis Ninth Earl of Jersey and their successors in title (hereinafter referred to as "the owners") shall unless otherwise agreed between the Company and the owners apply and have effect (that is to say) :—

- (1) Nothing in this Act contained shall prejudice or affect the respective rights and obligations of the owners and the Company under or by virtue of a lease dated the ninth day of July one thousand eight hundred and fifty-five by the predecessors in title of the owners to the Swansea Harbour Trustees of the Water Corn Grist Mill and premises commonly called and known as the Pottery Grist Mill or the Pottery Mill together with the other property therein referred to and the said lease shall continue to exist as if this Act had not been passed and the freehold reversion therein shall not be acquired without the consent of the owners :
- (2) Nothing in this Act contained shall prejudice or affect the rights of the owners and others authorised by them and the Anglo-French Nickel Company Limited to pass from and to the property of the owners adjoining the abandoned canal leased to that company over the two bridges across the abandoned canal at the points marked A and B on the plan signed by John Christian Lloyd on behalf of the Company and by John Benjamin Williams on behalf of the owners until such time as a road for the use of the public has been constructed on the site of such canal.

For protec-
tion of
Swansea Oil
and Grease

22. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the Swansea Oil and Grease Company Limited

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(in this section called "the Swansea Company") shall unless otherwise agreed in writing between the Company or the Corporation and the Swansea Company apply and have effect (that is to say) :—

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Company
Limited.

- (1) Neither the Company nor the Corporation shall enter upon take or use any of the lands of the Swansea Company under the powers of this Act without the previous consent in writing of that company :
- (2) The Corporation shall not in carrying out the powers conferred upon them by this Act remove or displace any sewer drain pipe or other work belonging to the Swansea Company or used for the draining of lands belonging to that company until a good and sufficient substituted sewer drain pipe or other work (as the case may be) necessary or proper for continuing such drainage as efficiently as the same was effected by the sewer drain pipe or other work proposed to be removed or displaced shall at the expense of the Corporation have been first made and laid down in lieu thereof and be ready for use :
- (3) Any question arising between the Corporation and the Swansea Company under the provisions of this section or as to anything to be done or not to be done thereunder shall be referred to and determined by a single arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either of the said parties after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

23. For the protection of the Ocean Drydocks Company Limited or other the owners or lessees for the time being of the drydocks in the borough respectively known as the Albion Dry Dock and the Central Graving Dock (all of whom are in this section referred to as and included in the expression "the owners") the following provisions shall unless otherwise agreed in writing between the owners and the Company and notwith-

For protec-
tion of
Ocean
Drydocks
Company
Limited.

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(that is to say):—

- (1) If at the date of the giving of the notice referred to in the section of this Act of which the marginal note is "Notice of closing to be given" any vessel is in the said Albion Dry Dock (hereinafter referred to as "the Albion Dock") and at the date for closing the North Dock specified in such notice is still in the Albion Dock the owners shall be entitled with all reasonable dispatch to complete the re-fitting or repair of such vessel and upon such completion the Company shall afford all necessary facilities for permitting such vessel to be navigated or towed from the Albion Dock through the said North Dock into the half tide basin and thence into the river Tawe:
- (2) The Company shall at or before the date of the giving of any such notice as is referred to in subsection (1) of this section or before the expiration of three months from the date of the passing of this Act (whichever shall first occur) give to the owners notice to treat for the sale to the Company of the Albion Dock:
- (3) The purchase money and compensation to be paid by the Company to the owners in respect of the purchase by the Company of the Albion Dock shall be determined in all respects as if the powers conferred by the sections of this Act of which the marginal notes are respectively "Power to Company to abandon North Dock and portion of Swansea Canal" and "Power to Company to construct works" had not been granted:
- (4) The Corporation shall not under the powers of this Act acquire compulsorily any lands of the owners but the Corporation may acquire and the owners on being required so to do by the Corporation shall sell to the Corporation the easement or right of constructing working and using the railway of the Company over the land of the owners shown coloured pink on the plan signed by Sir Arthur Churchman the Chairman of the Committee of the House of Commons to whom

the Bill for this Act was referred of which plan one copy has been deposited in the Committee and Private Bill Office of the House of Commons and one copy has been deposited in the Parliament Office of the House of Lords and of erecting and maintaining a pier to support the said work in the position shown upon the said plan and the Corporation shall pay to the owners for such easement or right such sum as may be agreed upon or failing agreement be settled by arbitration in manner provided in the Lands Clauses Acts for the acquisition of lands otherwise than by agreement as modified by the Acquisition of Lands (Assessment of Compensation) Act 1919: A.D. 1928.

- (5) The Corporation shall to the reasonable satisfaction of the owners—

(a) make such alterations in the levels of the siding on the land of the owners connecting with the railway lines laid in Harbour Trust Road and of the land of the owners as may be necessary in consequence of any alteration of the level of Harbour Trust Road in connection with the construction of Work No. 5 authorised by this Act; and

(b) provide all necessary facilities and execute all necessary temporary works for enabling the owners at all times during the execution of the said alterations and of the said Work No. 5 to have reasonably free and uninterrupted access and ingress to and egress from the Central Graving Dock from and to Harbour Trust Road both by means of the said siding and railway lines and by road and facilities of passing along Harbour Trust Road for all purposes in connection with the business of the owners:

- (6) Any difference arising between the Corporation and the Docks Company under subsection (5) of this section shall be referred to and determined by an arbitrator to be appointed (failing agreement) at the request of either of the parties after giving notice in writing to the

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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 reference and determination.

As to
private
rights of
way over
lands taken
compul-
sorily.

24. 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 or the Corporation as the case may be 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 with reference to the taking of lands otherwise than by agreement.

Power to
deviate in
construction
of works.

25. Subject to the provision of this Act the Company and the Corporation respectively may in constructing the works by this Act authorised deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels thereof shown on the deposited sections to any extent not exceeding five feet. Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Correction
of errors &c.
in deposited
plans and
books of
reference.

26. If there be any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited books of reference the Company or the Corporation as the case may be after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the borough for the correction thereof and if it appear to the justices that the omission mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county of Glamorgan and a duplicate thereof shall also be deposited with the town clerk of the borough and such certificate and duplicate respectively shall be kept by such clerk of the

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peace and town clerk respectively with the other documents to which the same relate and thereupon the deposited plans and books of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company or the Corporation to take the lands and execute the works in accordance with such certificate. A.D. 1928.

27. The Company and the Corporation and their surveyors officers and workmen and any person duly authorised in writing under the hand of the secretary of the Company or of the town clerk of the borough as the case may be may at all reasonable times upon giving in the first instance twenty-four hours' and subsequently twelve hours' previous notice in writing enter upon and into the lands and buildings by this Act authorised to be taken and used or any of them for the purpose of surveying and valuing the said lands and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and buildings. Power to enter upon property for survey and valuation.

28. 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 or the Corporation 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 to be executed by them in or 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. Power to owners to grant easements.

29. In settling any question of disputed purchase money or compensation payable under this Act by the Company or the Corporation the 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-seven if in the opinion of such person the improvement alteration or building or the creation of the Compensation in case of recently altered buildings.

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A.D. 1928. — 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.

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

30. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company or the Corporation 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 or the Corporation as the case may be 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:—

- (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 the Corporation 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 or the Corporation 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 or the Corporation such portion only without the Company or the Corporation being obliged or compellable to purchase the whole the Company or the Corporation 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 or the Corporation allege that such portion cannot be so severed the arbitrator to whom the question of disputed compensation shall be submitted

(hereinafter referred to as "the arbitrator") shall in addition to the other questions required to be determined by him determine whether the portion of the scheduled property specified in the 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 or the Corporation have compulsory powers of purchase) can be so severed: A.D. 1928.

- (4) If the arbitrator determines 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 or the Corporation the portion which the arbitrator shall have determined to be so severable without the Company or the Corporation being obliged or compellable to purchase the whole the Company or the Corporation 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 arbitrator:
- (5) If the arbitrator determines 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 arbitrator may in his absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:
- (6) If the arbitrator determines 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 he shall determine that any other portion can be so severed) the Company or the Corporation may withdraw their notice to treat and thereupon they shall pay to the owner all costs

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charges and expenses reasonably and properly incurred by him in consequence of such notice:

- (7) If the arbitrator determines 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 or the Corporation 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 arbitrator shall having regard to the circumstances of the case and his final determination think fit.

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.

The provisions of this section shall apply to any of the scheduled properties in respect of which notice to treat has been served by the Corporation as if the tribunal to whom any question of disputed purchase money or compensation under this Act is referred in pursuance of the Acquisition of Land (Assessment of Compensation) Act 1919 were substituted in this section for the arbitrator to whom the question of disputed compensation shall be submitted and as if in this section such tribunal were referred to instead of the arbitrator.

Period for
compulsory
purchase
of lands.

31. The powers of this Act for the compulsory purchase of lands by the Company shall cease on the first day of October one thousand nine hundred and thirty-one and by the Corporation on the first day of October one thousand nine hundred and thirty-three.

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32. The agreement dated the fourteenth day of March one thousand nine hundred and twenty-eight and made between the Company of the one part and the Corporation of the other part a copy whereof is set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto and shall and may be carried into effect subject to such modification (if any) as may be agreed between the said parties in writing.

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—
Confirmation of agreement between Company and Corporation.

33. The agreement dated the fourteenth day of March one thousand nine hundred and twenty-eight and made between the Company of the one part and Weaver and Company Limited 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 parties thereto and shall and may be carried into effect.

Confirmation of agreement with Weaver and Company Limited.

34. The provisions contained in the sections of the Swansea Corporation Act 1912 and of the Swansea Corporation Act 1927 the numbers and marginal notes of which are set forth in this section shall so far as applicable extend and apply to and in relation to the like matters as if they were with any necessary modifications re-enacted in this Act (namely):—

Incorporation of provisions of Acts of 1912 and 1927.

Swansea Corporation Act 1912—

- Section 123 (Consent of Corporation to be in writing);
- Section 125 (Recovery of demands);
- Section 126 (Compensation may be in land);
- Section 127 (Application of section 265 of Public Health Act 1875);
- Section 128 (Saving for indictments &c); and
- Section 129 (Powers of Act cumulative).

Swansea Corporation Act 1927—

- Section 26 (Land laid into streets to form part thereof);
- Section 31 (Retention and disposal of lands);
- Section 92 (Inquiries by Minister of Health).

35.—(1) The Corporation may from time to time independently of any other borrowing power borrow at interest for the purposes mentioned in the first column of the following table the respective sums mentioned in the second column thereof and in order to secure the

Power to Corporation to borrow.

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repayment of the said sums and the payment of interest thereon they may mortgage or charge the respective revenues funds and rates mentioned in the third column of the said table and they shall pay off all moneys so borrowed within the respective periods (each of which is in this Act referred to as "the prescribed period") mentioned in the fourth column thereof (namely):—

Purpose.	Amount.	Fund or Rate Chargeable.	Period for Repayment.
(a) For the purchase of lands for the new streets and street widening and improvement by this Act authorised.	£ 100,000	The borough fund and borough rate.	Sixty years from the date or dates of borrowing.
(b) For the construction of the new streets and street widening and improvement by this Act authorised.	300,000	The borough fund and borough rate.	Thirty years from the date or dates of borrowing.

(2) (a) The Corporation may also with the consent of the Minister of Health borrow such further money as may be necessary for the purposes of any of the powers conferred on the Corporation by this Act.

(b) In order to secure the repayment of the moneys borrowed under this subsection and the payment of the interest thereon the Corporation may mortgage or charge such fund rate or revenue as the Minister of Health may prescribe and any money borrowed under this subsection shall be repaid within such period (in this Act referred to as "the prescribed period") as may be prescribed by that Minister.

(3) The provisions of this section shall not limit the powers conferred upon the Corporation by section 105 (Power to use one form of mortgage for all purposes) of the Swansea Corporation Act 1912.

Proceeds of
sale of sur-
plus lands.

36.—(1) The Corporation may so far as they consider necessary apply subject to the approval of the Minister of Health any capital moneys received by them on the re-sale or exchange of or by leasing any lands acquired under the authority of this Act in the purchase

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of other lands but as to capital moneys so received and not so applied the Corporation shall subject to the provisions of section 73 of the Swansea Corporation Act 1927 apply the same in or towards the extinguishment of any loan raised by them under the powers of this Act and such application shall be in addition to and not in substitution for any other mode of extinguishment of such loan except to such extent and upon such terms as may be approved by the Minister of Health.

A.D. 1928.

(2) Subject as aforesaid any capital moneys received by the Corporation on the re-sale or exchange of or by leasing any lands acquired under any Act other than this Act shall be applied in the same manner as capital moneys received under that Act are applicable or in such other manner as may be approved by the Minister of Health.

37. The provisions contained in the sections of the Swansea Corporation Act 1902 the numbers and marginal notes of which are set forth in this section shall in relation to the powers of this Act conferred upon the Corporation and so far as applicable and subject as regards mortgages granted under the provisions of section 105 (Power to use one form of mortgage for all purposes) of the Swansea Corporation Act 1912 to the provisions of that section extend and apply to and in relation to the like matters as if they were with any necessary modifications re-enacted in this Act (namely):—

Incorporation of provisions of Swansea Corporation Act 1902.

- Section 111 (Certain regulations of Public Health Act 1875 as to borrowing not to apply);
- Section 112 (Mode of raising money);
- Section 113 (Provisions of Public Health Act as to mortgages to apply);
- Section 115 (Mode of payment off of money borrowed);
- Section 116 (Sinking fund);
- Section 117 (Protection of lender from inquiry);
- Section 118 (Corporation not to regard trusts);
- Section 119 (Appointment of receiver);
- Section 123 (Application of money borrowed);
- Section 124 (Expenses of execution of Act); and
- Section 125 (Audit of accounts).

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—
Application
of certain
sections of
Acts of 1923
and 1924.

38. The provisions of section 45 (Power to Company &c. to lease or dispose of lands) and of section 46 (Powers as to building on or over lands &c. of Company) of the *Great Western Railway (Additional Powers) Act 1923* and of section 66 (As to private street expenses in certain cases) of the *Great Western Railway (Additional Powers) Act 1924* shall extend and apply to any lands acquired by the Company under the powers of this Act.

Power to
Company to
apply funds
to purposes
of Act.

39. 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* or other enactment relating to the Company made 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 or enactment 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.

Crown
rights.

40. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing in this Act shall authorise the Company or the Corporation to take use or in any manner interfere with any land or hereditaments of whatever description vested in or in the occupation of any department of His Majesty's Government for public purposes or for the public service without the consent in writing of the department first had and obtained for that purpose.

Provisions
as to general
railway
Acts.

41. Nothing in this Act contained shall exempt the Company or their railways 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

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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 to be taken by the Company. A.D. 1928.

42. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company. Costs of Act.

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The SCHEDULES referred to in the
foregoing Act.

THE FIRST SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY
BE REQUIRED TO BE TAKEN BY THE COMPANY OR
THE CORPORATION.

Area.	No on. deposited plans.	Description of Property.
WORKS NOS. 3 AND 4.		
Parish and county borough of Swansea.	42	Patent fuel works.
	43	Wharf.
	44	Yard cement shed garage car- penters' wood shop box- making and carpenters' shed stables blacksmiths' shop oil store sawbench shed and sidings.
	49	Covered yard and sheds.
	61	Offices.
	62	Yard stables sheds and sidings.
	79	Garage yard sheds and chimney stack.
	81	Mill.
	82	Offices yard shed and weigh- bridge.
	96	Sawmill.
	97	Steps and yard.
	99	Back entrance to hotel.
	101	Garage and hotel stockrooms.
	102	Garage and hotel stockrooms.
	103	Hotel stockrooms.
	119	Forecourt.
	129	Yard and pattern shop.

THE SECOND SCHEDULE.

A.D. 1928.

AN AGREEMENT made this fourteenth day of March one thousand nine hundred and twenty-eight between the GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Company") of the one part and the MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF SWANSEA (hereinafter called "the Corporation") of the other part.

WHEREAS the Company's North Dock at Swansea is in need of extensive repairs :

And whereas the traffic at the dock is not sufficient to justify the expenditure of the large sum of money which would be involved in carrying out such repairs and it would be to the mutual advantage of the Company and the Corporation that the dock together with a portion of the Company's Swansea Canal should be abandoned and that portions of the sites thereof should be made available for the purposes hereinafter contained :

It is hereby agreed as follows :—

1. The Company will promote a Bill in the next session of Parliament and will use their best endeavours to obtain the passing of the same into an Act empowering the Company to abandon the North Dock and works in connection therewith together with the locks at either end thereof and the entrance channel and basin at the northern end thereof (all of which are herein referred to as "the abandoned dock") and so much of their Swansea Canal as lies south of the bridge carrying Maliphant Street thereover together with the lock basin thereon and the lock and entrance channel communicating with the basin at the northern end of the North Dock (all of which are herein referred to as "the abandoned portion of canal") and to extinguish all the powers and obligations conferred or imposed upon the Company with respect to or in connection with the abandoned dock and the abandoned portion of canal.

2. The Bill shall provide for the vesting in the Company of the lands forming the site of the abandoned dock and for the construction by them of walls or embankments at either end of the dock as shown upon the plan marked "A" and signed by John Christian Lloyd on behalf of the Company and John Richard Heath on behalf of the Corporation.

The Bill shall also contain provisions enabling the Corporation to construct the new streets and street improvements shown on the said plan.

3. As soon as practicable and not later than twelve months after the passing of the Bill into an Act the Company shall convey

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A.D. 1928. — to the Corporation the lands belonging to them coloured blue on the said plan and in exchange therefor the Corporation shall convey to the Company the lands belonging to them coloured red on the said plan together with all the rights and interests (if any) of the Corporation in the site of the abandoned dock.

4. The Company shall before the 1st October 1931 acquire the lands situate on the eastern side of the North Dock which they may be authorised to acquire under the powers of the intended Act and shall thereupon give to the Corporation notice in writing of such acquisition. If the Corporation by notice in writing to the Company within two years from the receipt of such notice shall so require the Company shall sell and the Corporation shall purchase so much of the said lands as the Corporation shall require for the purposes of the construction by them of the said new streets and the price to be paid therefor by the Corporation to the Company shall be a fair proportion of the price paid by the Company for the property of which such lands form part and any difference between the Company and the Corporation under this clause shall be settled by arbitration. The Corporation shall commence the construction of Work No. 3 within twelve months of the filling in by the Company of the said dock and shall complete the same with all reasonable dispatch.

5. The new bridge to carry Harbour Trust Road over the New Cut shall be constructed by the Corporation of a width of 75 feet of which 60 feet shall be allocated to the road and footways and 15 feet allocated to the Company's railway. Provided that if the Corporation so require the Company will themselves construct the said bridge for and on behalf of the Corporation. Upon the completion thereof the Company shall repay to the Corporation three-fifths of the total cost of constructing the same representing one-half of the cost of constructing the portion carrying the road and footways and the whole of the cost of constructing the portion carrying the railway and a sum representing three-fifths of the capitalised cost of the maintenance and renewal of the bridge. The Corporation shall maintain at their own expense the structure of the whole of the bridge and the road and footways thereon and the Company shall maintain at their own expense the railway thereon.

6. (a) The Company shall maintain the solid embankment which will be substituted by them for the existing opening bridge carrying Harbour Trust Road over the abandoned dock for a period of twelve months after its completion and so that traffic as heretofore can pass over that road and thereafter the same shall be maintained by and at the expense of the Corporation and the roads and footways thereon shall when completed be vested in the Corporation as a public highway repairable by the inhabitants at large.

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(b) If the Corporation desire to proceed with the widening of Harbour Trust Road (intended Work No. 5) before the lock at the southern end of the North Dock is filled in and shall give notice in writing to the Company of such their desire the Company shall with all reasonable dispatch fill in such lock and remove the existing opening bridge thereover.

7. The Company and the Corporation shall at their joint expense construct such works as may be necessary to provide an alternative supply of water (a) to the electricity generating station while it is maintained on its present site and (b) to the premises of the Cambria Cold Storage and Ice Company Limited in the event of the present supplies thereto being discontinued in consequence of the abandonment of the North Dock.

8. The Company shall not lay down any rails or sidings in addition to those already existing on the site of the new streets without the consent of the Corporation.

9. The Company shall fill in the North Dock within six years of the passing of the intended Act unless the water is kept in the dock for the purpose of affording a supply to the Corporation's electricity generating station in which case the Company shall fill in the said dock within five years of the date on which such supply is no longer required whichever shall be the later date.

10. The Company shall repay to the Corporation the reasonable expense incurred by them in carrying out any alterations in their surface water drains discharging into the North Dock rendered necessary by reason of the filling in of that dock.

11. The Corporation shall at their own expense to the reasonable satisfaction of the Company reinstate on other lands of the Company any buildings of the Company situate upon the lands which the Corporation may acquire by exchange under the provisions of clause 3 hereof or shall at the option of the Corporation compensate the Company therefor.

12. If within three calendar months after receipt of notice from the Company of their intention to reconstruct the bridge carrying their railway over Harbour Trust Road known as Cuba Bridge the Corporation require the Company in carrying out the reconstruction to increase the span thereof or if the Corporation shall not less than three calendar months before commencing the construction of Work No. 5 give notice to the Company of such their desire the Company shall reconstruct the same with such increased span and shall carry out the work including any necessary alteration of the existing structure carrying their railway on each side of the bridge and of the high level sidings serving the premises of Messrs. Weaver and Company Limited in accordance with plans and sections to be

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A.D. 1928. — agreed between the Company and the Corporation The Corporation shall contemporaneously with the reconstruction and widening of the said bridge lower the road thereunder so as to provide a headway of 16 feet and on completion of the said works to be constructed by the Company shall pay to the Company the whole cost thereof together with a sum representing the capitalised cost of the maintenance and renewal thereof subject to the deduction therefrom of a sum representing the capitalised cost of the maintenance and renewal of the existing bridge and the portion of the existing structure so altered.

13. The construction of (a) the bridge to carry the Company's North Dock Branch Railway over the new road (intended Work No. 4) including any necessary alteration of the existing structure carrying their railway on each side of the bridge and (b) any deviation or alteration of the railway and sidings of the Company along or crossing Harbour Trust Road or the intended Works Nos. 3 and 4 including any necessary alteration of the viaduct carrying the Swansea and Neath Railway over the Harbour Trust Railway at the eastern end of the bridge over the New Cut shall only be carried out in accordance with plans and sections to be previously approved by the Company and the Company shall themselves construct and thereafter maintain the said works and the Corporation shall forthwith upon the completion of the said respective works repay to the Company the cost incurred by them in their execution together with a sum representing the capitalised cost of the maintenance and renewal thereof subject to the deduction therefrom of a sum representing the capitalised cost of the maintenance and renewal of the portion of the existing works so altered.

14. The Company will as soon as reasonably practicable after the passing of the intended Act give to the Corporation possession of the site of the portion of the Swansea Canal lying between the southern end of the lock basin on that canal and a point $12\frac{1}{2}$ chains north thereof for the purpose of widening the existing road of the Company where it adjoins the western side of the said portion of canal to 50 feet in the manner shown on the said plan free of cost to the Company and the road as so widened shall be repaired by and at the expense of the Corporation Provided always that the Company shall be entitled on giving to the Corporation six months' previous notice in writing to resume possession of the said portion of the site of the canal if at any time they require to use the same for the purpose of providing for the extension of accommodation at their High Street Station and the existing road of the Company as so widened shall revert to the Company with such rights of way thereover as may have existed prior to the widening thereof.

15. Except as herein otherwise expressly provided any difference arising between the Company and the Corporation

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respecting any of the matters referred to in this agreement 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 Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 and any statutory modification thereof shall apply to such reference.

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16. The Corporation shall support the Company in their application to Parliament for the said Bill and shall supply such evidence and assistance as may be reasonably required by the Company in connection therewith.

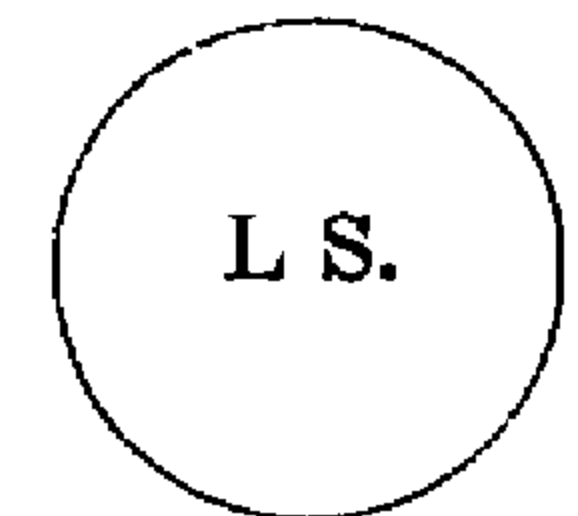
17. If either the Company or the Corporation so require this agreement shall be scheduled to and confirmed by the said Bill and in that event it is made subject to such alterations as Parliament may think fit to make therein but if the Committee on the Bill make any material alteration therein it shall be competent to either party to withdraw the agreement from the Bill.

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

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

F. R. E. DAVIS

Secretary.



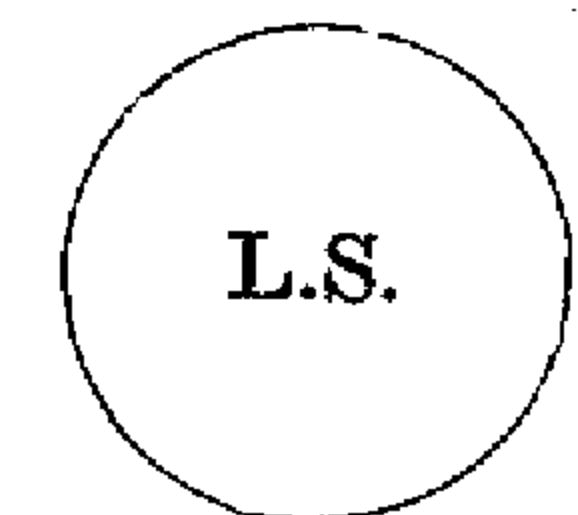
The common seal of the mayor aldermen and
burgesses of the county borough of Swansea
was affixed hereto in the presence of

T. W. HOWELLS

Mayor.

H. L. LANG-COATH

Town Clerk.



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THE THIRD SCHEDULE.

AN AGREEMENT made the fourteenth day of March one thousand nine hundred and twenty-eight between the GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Company") and WEAVER AND COMPANY LIMITED of the Swansea Flour Mills in the County Borough of Swansea (hereinafter called "the Owners").

WHEREAS the Company are promoting in the present session of Parliament a Bill for an Act the short title of which is "Great Western Railway (Swansea North Dock Abandonment) Bill" whereby it is proposed to authorise them to abandon the North Dock Swansea :

And whereas the Owners allege that they will be injuriously affected by such abandonment in carrying on their business at their flour mills adjoining the said dock :

It is hereby agreed between the parties as follows :—

1. On or before the publication of the notice of their intention to close the said dock as provided for by the clause of the said Bill the marginal note of which is "Notice of closing to be given" the Company shall pay to the Owners the sum of forty-seven thousand five hundred pounds towards the cost to be incurred by the Owners in adapting their mills and other premises to the new conditions consequent on such closing, the payment of which sum and the performance by the Company of their other obligations hereunder shall be accepted by the Owners in full satisfaction of all claims and demands which the Owners might have against the Company arising out of or in connection with the exercise by the Company of the powers of the intended Act and the said dock shall not be closed until at least three months after the payment of the said sum.

2. The Company shall grant an extension of 99 years from the 30th day of June 1957 of the existing lease (hereinafter called "the original lease") dated the 4th September 1897 as varied by the lease dated the 17th February 1899 granted to the Owners by the Swansea Harbour Trust (hereinafter called "the trust") of (a) the land situated on the Victoria Wharf coloured yellow on the plan marked A and signed by John Christian Lloyd on behalf of the Company and Martin Luther Jones on behalf of the Owners and upon which the Owners have built a provender mill silo house and delivery warehouse (b) the right to construct and maintain the subway coloured blue on the said plan and (c) the right to erect and maintain a moveable elevator on the said wharf The Company shall also grant to the Owners so far as the Company's property is affected thereby an extension for

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two moveable loading places or shoots The conveyor to be erected at a clear height of not less than fifteen feet above the level of the railway and road as altered under the powers of the Bill and the supports to be placed in position to be approved by the Company :

- (h) The right so far as the Company can grant the same to continue to convey electric light and power from the generating station to the premises on Victoria Wharf by means of cables running under the archway the pavement and roadway of Harbour Trust Road and the low level railways of the Company.

4.—(1) The provisions of the agreements referred to in paragraphs (a) (c) (d) (e) and (f) of clause 3 of this agreement (except any provision relating to the determination of any such agreement by the Company) shall with any necessary modifications respectively extend and apply to the rights conferred upon the Owners by those paragraphs and to any works constructed in pursuance thereof.

(2) The provisions of clauses 4 5 and 6 of the agreement dated the 3rd February 1920 referred to in paragraph (d) of clause 3 hereof shall with the necessary modifications apply to the overhead conveyor and other works referred to in paragraph (g) of the said clause 3 and the provisions of clauses 5 and 6 of the said agreement shall with the necessary modifications apply to the subway lines of pipes (excepting the line of pipes referred to in paragraph (f) of the said clause 3) and the whole of the overhead bridge referred to in the said clause 3.

5. The Owners shall extend the rails used in connection with the said elevator to the point marked C on the said plan A and shall move the elevator to the said point at such time or times as the Company may require to use the said wharf and the sidings thereon for the purpose of effecting repairs to the basin or the works in connection therewith.

6. In the event of the Owners hereafter applying to the Company for permission to add to their discharging or loading plant or to make any erection or erections necessary for the carrying on of their business as millers or corn merchants such permission shall not be unreasonably withheld in respect of facilities which the Company may at any time be in a position to grant and if required an easement or easements for such purpose shall be granted by the Company expiring on the same date as the original lease extended as aforesaid.

7. All the works hereinbefore referred to shall be constructed and thereafter maintained by and at the expense of the Owners to the reasonable satisfaction of the Company and in accordance with plans and sections to be previously submitted to and approved by the Company.

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the same period of the benefit of an agreement dated the 21st January 1900 granted by the Company to the Owners with respect to the erection and maintenance of a shed over the Owners' siding. A.D. 1928.

3. The Company shall grant to the Owners at an annual rent of two pounds nine shillings such rent to be in addition to the rents reserved by the agreements hereinafter referred to in this clause the easements set out hereunder which shall be co-terminous with the original lease as so extended (that is to say) :—

(a) The right to maintain and enlarge the subway coloured brown on the said plan A constructed by the Owners along Victoria Wharf under an agreement between the trust and the Owners dated the 12th day of October 1904 and to extend the same in the manner and to the extent coloured red on the said plan A :

(b) Subject to any existing rights or interests of third parties and as hereinafter provided the right to lay down and use two rails on Victoria Wharf for the purpose of working the said elevator or in lieu of laying down such new rails the right to use if suitable for the purpose any two of the existing rails on the said wharf :

(c) The right to maintain and use for loading vessels with grain in bulk the line of pipes shown by a blue line on the said plan A laid down under an agreement between the trust and the Owners dated 28th September 1917 :

(d) the right to maintain and use in the position coloured green on the said plan A the overhead bridge erected under an agreement between the trust and the Owners dated 23rd February 1920 as varied by a supplemental agreement between the same parties dated 9th November 1920 and an agreement between the Company and the Owners dated 3rd February 1920 as varied by the memorandum dated 30th November 1920 endorsed thereon :

(e) The right to maintain and use the line of pipes shown by a yellow line on the said plan A under the Victoria Wharf to the North Dock half-tide basin (hereinafter called "the basin") laid down under an agreement between the trust and the Owners dated 2nd April 1912 :

(f) The right to maintain and use the line of pipes shown by a brown line on the said plan A laid down under an agreement between the Company and the Owners dated 30th December 1926 :

(g) The right to construct and use for loading vessels an overhead conveyor in the position shown in red on the said plan A with a conveyor band therein and with

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(*Swansea North Dock Abandonment*) Act, 1928.

A.D. 1928. a level of one foot above the floor level of the basement of the adjoining mill buildings of the Owners.

17. The Company shall take all proper precautions to prevent damage to the buildings of the Owners by the emptying and filling in of the North Dock and the Beaufort Dock.

18. The said work of filling in the Beaufort Dock shall not be commenced until at least three months after the payment by the Company referred to in clause 1 hereof and shall be completed within four years from the date of such payment.

19. The Company shall except during four periods of six hours each in each year and except also in case of emergency caused otherwise than by the negligence of the Company or of their employees or agents supply to the Owners free of charge at their mills such water as they shall require for condensing trade and fire purposes up to 175,000 gallons per hour and shall also supply means for the return of such water to some point other than that from which the water is taken and for such purpose the Owners shall permit the Company to lay the necessary pipes in the Beaufort Dock and adjoining property of the Owners or fix the same to the walls thereof in positions to be agreed between the Company and the Owners but approximately in the positions shown in red on the said plan A and thereafter to maintain such pipes.

20. The Company shall not use or let the land coloured pink on the plan marked B and signed as aforesaid for the purposes of any trade or business which shall be likely to contaminate products or materials of the Owners on their premises.

21. The Company shall be at liberty during the construction of the intended wall or embankment and the said new wharf at the western end of the basin to empty such basin or reduce the water level therein at such time or times as may be necessary for the purposes of such works but so as to interfere as little as possible with the loading and unloading of vessels therein by the Owners.

22. The Company shall afford all reasonable facilities to the Swansea Corporation for the purposes of the construction of the additional works referred to in paragraph 6 of the agreement between that Corporation and the Owners dated the 14th day of March 1928 and upon the completion of the said works the Company shall grant to the Owners all such services and facilities thereon and thereover or in respect thereof as shall in every respect be equal to those to which the Owners are entitled under the agreement dated 13th April 1864 and made between the then Duke of Beaufort of the one part and the Vale of Neath Railway Company of the other part in respect of the existing sidings in the same manner and upon the same

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A.D. 1928.

8. The Company shall construct and thereafter maintain across the roundheads of the eastern end of the lock at the western end of the basin a new wharf between the points marked A and B on the said plan A and shall provide quay space suitable for the loading and discharge of coasting vessels on such wharf and on the existing walls to the south and north of the points A and B respectively to the extent shown coloured pink on the said plan A.

9. The Company shall dredge the portion of the basin striped red on the said plan A to a depth of six feet above the level of the cill of the lock at the eastern entrance to the basin and shall thereafter maintain the same at such depth.

10. The Company shall provide and work pumps of such character and capacity as may be necessary to maintain the water level in the basin at sufficient depth to enable the business of the Owners to be carried on as hitherto except whilst the gates of such basin are open at tide times but so as to restore such water level within two hours after the closing of the gates.

11. Except during the execution of necessary repairs the entrance gates to the basin shall not be opened whilst vessels shall be discharging cargo in such basin for the Owners except for the passage of vessels from sea to basin or vice versa and shall be closed immediately after the actual passage of such vessels.

12. The Company shall by means of dredging provide a proper and sufficient depth of water in the channel from the sea to the basin to enable vessels to enter the basin without delay.

13. The hydraulic pipes at present on the Victoria Wharf shall be diverted by the Company to some position between the premises of the Owners and the warehouses adjoining Victoria Wharf.

14. The Owners shall be entitled to the preferential use of the new wharf to be constructed as aforesaid.

15. The Owners shall be entitled to discharge 45,000 tons of grain per annum and to load 9,200 tons of traffic per annum from and into vessels in the basin free of all wharfage charges whatsoever (exclusive of harbour and dock rates) commencing from the date of the closing of the lock at the western end of the basin but shall in respect of any traffic discharged or loaded in excess of such tonnages pay the usual wharfage charges.

16. The Company shall fill up the portion of the Beaufort Dock coloured pink on the said plan A with dry material not containing vegetable matter or likely to decompose or fire to

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terms as if such additional works had been the sidings and works originally provided for by the said agreement. A.D. 1928.

23. Any difference which may arise between the Company and the Owners under this agreement shall unless otherwise agreed be determined by an arbitrator to be appointed (unless otherwise agreed) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to such arbitration.

24. In consideration of the foregoing the Owners shall not oppose the granting to the Company of the powers sought by them in the said Bill and this agreement is conditional on the passing of the said Bill into an Act and on the Company exercising the powers thereby granted for closing the North Dock but in the event of the Bill not being sanctioned by Parliament or the Company not closing the said dock this agreement shall be void.

25. If either the Company or the Owners so require this agreement shall be scheduled to and confirmed by the said Bill and in that event it 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 therein it shall be competent to either party to withdraw the agreement from the Bill.

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

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

F. R. E. DAVIS
Secretary.

L.S.

The common seal of Weaver and Company
Limited was hereto affixed by order of the
board in the presence of

J. AERON THOMAS }
DAVID RICHARDS } Directors.
THOS. M. WHITE
Secretary.

L.S.

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