Barry Corporation (Barry Harbour) Act, 1956

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CHAPTER xlviii

An Act to authorise the transfer to the mayor aldermen and burgesses of the borough of Barry of a portion of Barry Harbour now vested in the British Transport Commission and for other purposes.

[17th May 1956.]

WHEREAS the Barry Harbour Company (hereinafter called " the harbour company ") was incorporated by the Barry Harbour Act 1866 and by that Act was empowered to execute works for converting the estuary of Barry Island in the county of Glamorgan into a tidal harbour referred to in the said Act as " the harbour " or " the tidal harbour " which expressions were therein defined as meaning and including so much of the tidal lands estuary or channel and waters lying and flowing between Barry Island in the county of Glamorgan and the mainland of that county as lies or is situate northwards of an imaginary right line drawn from ordinary high-water mark at Cold Knap Point on the mainland of Glamorganshire west of Barry Island to a point at ordinary high-water mark upon the mainland in the parish of Sully east of Barry Island one thousand yards or thereabouts southwards of the sluice gates in or on the river Sully where that river enters the said estuary:

And whereas the harbour company was by the said Act empowered to demand receive and take rates for vessels entering the said harbour (hereinafter called " Barry Harbour ") for passengers embarking or disembarking within Barry Harbour at upon or from the lands or works of the harbour company for goods shipped unshipped received or delivered within the said harbour at upon or from the lands or works of the harbour company or discharged from one vessel into another vessel or

into the waterway of the said harbour for the use of drops or staithes weighing-machines cranes and wharves provided by the harbour company and for the use of moorings mooring buoys and other mooring tackle and apparatus so provided:

And whereas the Barry Dock and Railways Company (hereinafter called "the railway company") was incorporated by the Barry Dock and Railways Act 1884 and was thereby empowered to make a dock with a lock a basin and an entrance between Barry Island and the mainland of Glamorganshire on the bed shore and banks of the channel dividing the said island from the mainland and of Barry Harbour and other dock works and roads and railways as in the said Act described and the said Act provided that the railway company should forever thereafter maintain Barry Harbour at its existing depth and width and further should construct and maintain sluices in connection with the intended dock in order to flush the said harbour and should construct and maintain a culvert to convey into the western portion of Barry Harbour the land-waters then discharging there through the low-water channel entering Barry Inlet at the north-eastern corner thereof between Warren Tump and Castle Land Point:

And whereas it was provided by the Barry Dock and Railways Act 1886 that the railway company might make and maintain a cut or channel for carrying the water from the Cadoxton Brook into the sea commencing between Castle Land Point and Warren Tump and terminating to the eastward of a dam comprised in the works authorised by the said Barry Dock and Railways Act 1884 and it was by the said Act of 1886 provided that so much of the said Act of 1884 as required the railway company to construct and maintain a culvert as hereinbefore recited should be repealed:

And whereas the name of the railway company was changed from the Barry Dock and Railways Company to the Barry Railway Company by the Barry Dock and Railways Act 1891:

And whereas the railway company was empowered by the Barry Railway Act 1894 to make and maintain a railway as therein described and an embankment or breakwater in the parish of Sully commencing at the western extremity of Barry Island near Yorke Rock and extending thence over the foreshore in a west-by-north direction for a distance of seven chains or thereabouts and the said company was by that Act placed under obligations to exhibit at the extremity of its works from sunset to sunrise such lights as the Corporation of Trinity House of Deptford Strond should direct at all times to maintain to to the satisfaction of the Board of Trade the embankment or breakwater by the said Act authorised and to provide and forever thereafter maintain such moorings and buoys in Barry

Harbour as the Board of Trade should consider necessary for the accommodation of vessels frequenting the said harbour:

And whereas part of the said harbour and the undertaking of the railway company are now vested in the British Transport Commission (hereinafter called "the commission") and the remainder of the said harbour is vested in the mayor aldermen and burgesses of the borough of Barry (hereinafter called "the Corporation"):

And whereas the said harbour has fallen into disuse:

And whereas it has been agreed between the Corporation and the commission that the commission shall transfer to the Corporation all the rights and interests of the commission in the portion of Barry Harbour which is more particularly described in the agreement between the commission and the Corporation set forth in the First Schedule to this Act in consideration of the Corporation accepting and fulfilling the liabilities and obligations of the commission as in the said agreement provided:

And whereas it is expedient that the said agreement should be confirmed and the commission be authorised and empowered to transfer to the Corporation and the Corporation be authorised and empowered to accept the transfer of the said portion of Barry Harbour:

And whereas certain provisions of the Barry Harbour Act 1866 and of the Acts relating to the railway company are no longer effective and ought to be repealed:

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:

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

Short title.

1. This Act may be cited as the Barry Corporation (Barry Harbour) Act 1956.

Interpretation.

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

"Barry Harbour" means and includes so much of the tidal lands estuary or channel and waters lying and flowing between Barry Island in the administrative county of Glamorgan and the mainland of that county as lies or is situate northwards of an imaginary right line drawn from ordinary high-water mark at Cold Knap Point on

the mainland of Glamorganshire west of Barry Island to a point at ordinary high-water mark upon the mainland in the parish of Sully east of Barry Island one thousand yards or thereabouts southwards of the sluice gates in or on the river Sully where that river enters the said estuary;

"the borough" means the borough of Barry in the administrative county of Glamorgan;

"the commission" means the British Transport Commission;

"the Corporation" means the mayor aldermen and burgesses of the borough of Barry;

"the scheduled agreement" means the agreement between the commission and the Corporation set forth in the First Schedule to this Act;

"the transferred part of Barry Harbour" means the portion of Barry Harbour more particularly described in clause 2 (i) of the scheduled agreement.

(2) Except where the context otherwise requires references in this Act to any enactment shall be construed as references to that enactment as applied extended amended or varied by or by virtue of any subsequent enactment including this Act.

Power to acquire harbour.

3. The commission are hereby authorised and empowered to transfer to the Corporation and the Corporation are hereby authorised and empowered to accept from the commission a transfer upon such terms and conditions for such consideration and subject to such reservations if any as may be agreed between the commission and the Corporation of the transferred part of Barry Harbour.

Confirmation of scheduled agreement.

4.—(1) The scheduled agreement is hereby confirmed and made binding on the parties thereto.

(2) On the date of the passing of this Act the transferred part of Barry Harbour shall by virtue of this Act be transferred to and vest in the Corporation subject to the terms and conditions of the scheduled agreement and the Corporation shall on and after the said date and subject to the provisions of this Act be entitled to the benefit of and to exercise all rights powers and privileges and be subject to all obligations of the commission in relation to the transferred part of Barry Harbour subsisting immediately before that date.

(3) Notwithstanding the provisions of this section the commission and the Corporation may from time to time vary or modify the provisions of the said agreement in such manner and upon such terms as they may mutually agree.

Agreements etc. to be binding upon Corporation.

5. Subject to the provisions of this Act on and after the date of the passing thereof all such instruments as the following which relate to the transferred part of Barry Harbour and are in force on the date of the passing of this Act (other than the scheduled agreement) that is to say all agreements contracts leases conveyances deeds of grant of rights or easements and other instruments legally made entered into or granted by or with the commission or the predecessors in title of the commission shall in so far as they relate to the said transferred part be as binding and of as full force and effect in every respect against or in favour of the Corporation and be enforceable as fully and effectually as if instead of the commission or the predecessors in title of the commission (as the case may be) the Corporation had been a party thereto.

Saving rights of Crown.

6. Nothing in this Act or in any repeal effected by this Act affects prejudicially any estate right power privilege or exemption of the Crown.

Repeals.

7. The Acts specified in the Second Schedule to this Act in so far as they relate to the transferred part of Barry Harbour are hereby repealed to the extent specified in that schedule.

Costs of Act.

8. 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 Corporation.

SCHEDULES

FIRST SCHEDULE

AN AGREEMENT made the twenty-fourth day of November 1955 BETWEEN THE BRITISH TRANSPORT COMMISSION (hereinafter called "the Commission") of the one part and THE MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF BARRY (hereinafter called "the Corporation") of the other part.

WHEREAS—

(*a*) The Barry Dock and Railways Company were incorporated by the Barry Dock and Railways Act 1884 and were thereby empowered to make a dock with a lock a basin and an entrance to be situate between Barry Island and the mainland of Glamorganshire on the bed shore and banks of the Channel dividing the said Island from the mainland and of Barry Harbour and other dock works and roads and railways as in the said Act described and the said Act provided that the said Railway Company should to the satisfaction of the Board of Trade forever thereafter maintain Barry Harbour at its then existing depth and width and further in order to provide for the flushing of Barry Harbour should construct and maintain sluices in connection with the intended dock to the like satisfaction.

(*b*) The name of the said Barry Dock and Railways Company was changed to the Barry Railway Company by the Barry Dock and Railways Act 1891.

(*c*) The Barry Railway Company were empowered by the Barry Railway Act 1894 to make and maintain a railway as therein described and an embankment or breakwater in the Parish of Sully commencing at the western extremity of Barry Island near Yorke Rock and extending thence over the foreshore in a west-by-north direction for a distance of seven chains or thereabouts and the said Barry Railway Company were by that Act placed under obligations to exhibit at the outer extremity of their works below high-water mark and keep burning from sunset to sunrise such lights (if any) as the Corporation of Trinity House of Deptford Strond should from time to time direct and at all times to maintain to the satisfaction of the Board of Trade the embankment or breakwater by the said Act authorised and to provide and forever thereafter maintain to the satisfaction of the Board of Trade such moorings and buoys in Barry Harbour as the Board of Trade should consider necessary for the accommodation of vessels frequenting the said Harbour and also to construct a public path giving a right of way on over or along the south side of the embankment proposed to be constructed for the railway thereby authorised to be made and to give a right of way to provide a direct means of access to such path so far as they could do so across land then under their control or land which might thereafter be under their control.

(*d*) By an Agreement dated the 16th day of February 1904 and made between the Barry Railway Company of the one part and the Right Honourable Robert George Lord Windsor of the other part the Barry Railway Company covenanted and agreed with the said Lord Windsor (inter alia) (i) to maintain fencing to the south side

1ST SCH. —*cont.*

of the Harbour Road therein described (ii) if required by the said Lord Windsor to remove all gas and water pipes and other conveniences from the road then existing and to relay and where necessary renew the same (or pipes of such capacity as should be sufficient for the buildings and population upon Barry Island) in the said Harbour Road and (iii) to light Harbour Road until the provision of public lighting.

(*e*) By virtue of the Railways Act 1921 and the Great Western and Barry Railway Companies Preliminary Amalgamation Scheme 1922 made thereunder the undertaking of the said Barry Railway Company became amalgamated with and formed part of the Undertaking of the Great Western Railway Company.

(*f*) By virtue of the Transport Act 1947 the Undertaking of the Great Western Railway Company became vested in the Commission.

(*g*) It has been agreed between the Commission and the Corporation that such rights and interests as the Commission have in the lands more particularly hereinafter described forming part of Barry Harbour shall be transferred to and vested in the Corporation on the terms and conditions hereinafter mentioned.

NOW THEREFORE THIS AGREEMENT WITNESSETH and it is hereby agreed and declared between and by the parties hereto as follows:—

1. IN this Agreement—

"the Bill" means the Bill referred to in Clause 2 of this Agreement;

"the vesting day" means the date on which the Bill receives Royal Assent;

"Barry Harbour" means and includes so much of the tidal lands estuary or channel and waters lying and flowing between Barry Island in the Administrative County of Glamorgan and the mainland of that County as lies or is situate northwards of an imaginary right line drawn from ordinary high-water mark at Cold Knap Point on the mainland of Glamorganshire west of Barry Island to a point at ordinary high-water mark upon the mainland in the Parish of Sully east of Barry Island one thousand yards or thereabouts southwards of the sluice gates in or on the River Sully where that river enters the said estuary; and

"the signed plan" means the plan signed by William Jeffers on behalf of the Commission and by John Clements Colley on behalf of the Corporation.

2. THE Corporation shall forthwith promote a Bill in Parliament containing a Clause or Clauses for effecting the following matters:—

(i) For transferring to and vesting in the Corporation without payment such rights and interests as the Commission have in all those lands hereinafter more particularly described situate and lying on the Eastern side of Cold Knap Watch House Bay Promenade the premises known as "White House" and other premises in Cold Knap Way to the South East of the Parade Gardens the South West of Harbour Road and bordering the Railway Sidings from

1ST SCH. —*cont.*

Harbour Road to Yorke Rock Breakwater having an area of 46 acres or thereabouts situate partly within the Borough of Barry and partly below low tide mark in the Bristol Channel which said lands comprise the following parcels:

FIRSTLY 45½ acres or thereabouts bounded by and comprised within an imaginary line commencing at a point (hereinafter referred to as "the point of commencement") (National Grid Reference 104661) located at the high-water mark of medium tides on the Eastern side of Cold Knap and 945 feet south of the Old Watch House proceeding in a Northerly direction for a distance of 580 feet thence in a Westerly direction for a distance of 240 feet to a point at the South end of Watch House Bay Promenade and thence along the beach of Watch House Bay to the Southern Corner of the Rocket Shed 30 feet North West of the Old Watch House thence in a North Easterly direction to a point 30 feet south of the Manhole on the main Barry Sewer situate in the grounds of the premises known as "White House" and generally in a North Easterly Northerly and North Westerly direction along the eastern boundary of the grounds of the said "White House" and of dwelling-houses situate and known as Numbers 5 3 and 1 Cold Knap Way to a boundary post situate in the garden of the dwelling house situate and known as "The Moorings" No. 1 Cold Knap Way thence in a North Easterly direction along the South Eastern boundary of the dwelling house situate and known as No. 64 The Parade and cliff and beach forming the South Eastern boundary of the Parade Gardens to a point on the Southern boundary of Harbour Road 75 feet North East of the site of the "Austrey" thence along the Southern boundary of Harbour Road in an Easterly direction to a point 10 feet West of the Westerly abutment of Harbour Road Bridge thence in a South Westerly direction adjacent to and varying from nought to 10 feet distant from the top of the Harbour pitching as far as the South Eastern Corner of the Harbour thence along the line of the top of the pitching in a South Westerly direction to a point 25 feet West of the Railway Buffer Stop near Yorke Rock Breakwater thence in a Northerly direction for a distance of 35 feet approximately and thence in an Easterly direction along the high-water mark of medium tides for a distance of 650 feet thence for a further distance of 400 feet in a North Easterly direction to a point 40 feet West of the high-water mark of medium tides, thence in a North Westerly direction for a distance of 35 feet and in a North Easterly direction for a distance of 515 feet to a point 10 feet West of the Sewer Manhole situate in the pitched embankment of the Harbour at its North Eastern Corner thence in a North Westerly direction for a distance of 525 feet to a point 67 feet south of the fence on the Southern side of Harbour Road, thence along an undefined boundary through the foreshore bed of the Harbour in a South Westerly direction for a distance of

1ST SCH. —*cont.*

990 feet to a point 380 feet North of the Buffer Stop previously referred to thence in a Westerly direction for a distance of 820 feet to a point 450 feet North West of the Western Extremity of Yorke Rock Breakwater thence in a general Southerly direction for a distance of 1,650 feet to a point 350 feet South of the low-water mark of ordinary tides and 400 feet South East of the point defined as the commencing point of this boundary thence in a South Westerly direction for a distance of 130 feet and in a North Westerly direction for a distance of 330 feet to the point of commencement ;

SECONDLY half an acre or thereabouts situate in the vicinity of Yorke Rock Breakwater bounded by and comprised within an imaginary line commencing at the South Eastern corner of Yorke Rock Breakwater (hereinafter referred to as "the point of commencement") thence in a Westerly direction along the seaward face of the said Breakwater for a distance of 50 feet thence in a Southerly direction for a distance of 5 feet thence in a Westerly direction for a distance of 290 feet to a point 40 feet South of the Seaward face at the said Breakwater thence in a Westerly direction for a distance of 55 feet and a Northerly direction for a distance of 15 feet to the Seaward face of the said Breakwater thence in a South Westerly direction along the Seaward face of the said Breakwater and continuing for a distance of 40 feet beyond its Westerly end thence in a North Westerly direction for a distance of 35 feet and in a North Easterly direction for a distance of 70 feet to a point 5 feet North of the landward face of the said Breakwater thence in a Northerly direction for a distance of 15 feet and in a general Easterly direction for a distance of 350 feet to a point 10 feet North of the landward face of the said breakwater and thence in a Southerly direction for a distance of 10 feet to a point on the landward face of the said Breakwater thence along this face in an Easterly direction for a distance of 50 feet and in a Southerly direction along the Eastern end of the said Breakwater for a distance of 18 feet to the point of commencement ;

TOGETHER with all rights and (save as hereinafter mentioned) all obligations of the Commission in connection therewith ;

(ii) For conferring on each of the parties hereto all necessary powers for carrying into effect this Agreement either as it stands or with such variations or modifications only as shall be mutually agreed to by all the parties hereto ;

(iii) For repealing (inter alia) such of the obligations of the Commission contained in the Barry Dock and Railways Act 1884 and the Barry Railway Act 1894 as are hereinbefore recited ;

and shall use their best endeavours to obtain the passing of the same into law.

1ST SCH. —*cont.*

3. NO title shall be deduced by the Commission to the lands in respect of which the rights and interests of the Commission are hereby agreed to be transferred to the Corporation but the Corporation having inspected all the deeds and documents in the possession of the Commission shall be entitled to the usual acknowledgment for production and undertaking for safe custody and to delivery of copies thereof.

4. THE lands in respect of which the rights and interests of the Commission are hereby agreed to be transferred are and will be transferred subject:—

(i) As to so much of the said lands as is comprised in four separate Conveyances dated respectively the 15th day of August 1895 the 19th day of September 1895 the 14th day of October 1907 and the 29th day of March 1916 from the Board of Trade to the following obligations and liabilities:—

(*a*) not to erect on the lands agreed to be transferred any building or works without the previous consent in writing of the Board of Trade;

(*b*) to conform to the Board of Trade requirements as to such building or works;

(*c*) to keep the lands agreed to be transferred in good condition so as not to obstruct navigation or become injurious to the public interest;

(*d*) to keep burning between sunset and sunrise any and all lights required by the Board of Trade;

(*e*) to pay all costs incurred by the Board of Trade in the event of any breach of the foregoing obligations;

(*f*) to pay an annual rent-charge of one shilling in respect of each Conveyance on the 1st day of January in every year if demanded.

(ii) As to so much of the said land as is comprised in a Conveyance dated the 27th day of December 1907 from the Baron Romilly being the land shown by red hatching on the signed plan to a perpetual yearly rent-charge of £3 14s. 2d.

(iii) As to so much of the said land as is comprised in a Conveyance dated the 2nd day of March 1912 from the E[illegible] of Plymouth to:—

(*a*) the apportioned yearly rent-charge calculated at 2s. 6d. per annum being part of the yearly rent-charge charged by the said Deed and calculated in accordance with the provisions of Section 18 of the Barry Dock and Railways Act 1884; and

(*b*) the other obligations imposed by the said Section in respect of the said lands shown by green cross hatching on the signed plan being lands situate above high-water mark and in respect of the said lands shown by green hatching on the signed plan being lands situate below high-water mark.

1ST SCH. —*cont.*

The Corporation hereby agree to observe and perform the before-mentioned obligations and liabilities (other than the obligation contained in sub-paragraph (*f*) of paragraph (i) of this clause) and to pay the said yearly rent-charges of one shilling reserved by the said Conveyances dated the 15th day of August 1895 the 19th day of September 1895 and the 29th day of March 1916 and also to pay the said perpetual yearly rent-charge of £3 14s. 2d. and apportioned yearly rent-charge calculated at 2s. 6d. per annum and to indemnify the Commission from and against all actions claims losses and expenses which may arise out of any failure to observe and perform the said obligations and liabilities or to pay the said yearly rent-charges or apportioned yearly rent-charge And it is hereby declared that the said apportioned yearly rent-charge of 2s. 6d. per annum shall as from the vesting day be charged upon the said lands shown by green cross hatching in exoneration of the other land comprised in the said Conveyance of the 2nd day of March 1912 and the provisions of Section 190 of the Law of Property Act 1925 shall apply and no legal apportionment shall be required The Commission will continue to pay the said yearly rent-charge of one shilling reserved by the said Conveyance dated the 14th day of October 1907.

5. THE Corporation will as from the vesting day keep the Commission fully and effectually indemnified from and against all actions claims losses and expenses which may arise out of any failure to perform the obligations entered into by the Barry Railway Company by the before-recited Agreement of the 16th day of February 1904 as hereinbefore recited.

6. THE Corporation will as from the vesting day :—

(*a*) Maintain the whole of the pitching supporting the embankment surrounding Barry Harbour to the satisfaction of the Commission ; and

(*b*) pay the cost of such relaying and alterations to the railway lines and ancillary works on the Barry Island side of Barry Harbour (including in particular the relaying and alterations necessary to provide for a minimum clearance of seven feet between the outer rail of the re-aligned siding and the edge of the Harbour pitching) according to details and plans to be provided by the Commission.

Provided that the obligations under paragraph (*b*) hereof shall arise only if the Corporation require the carrying out of the works in connection with their development of the land transferred.

7. THE Corporation hereby undertake not to use or permit Barry Harbour to be used for commercial purposes in competition with any business carried on by the Commission or any body directly or indirectly controlled by the Commission Provided that the constructing and running of a miniature railway for entertainment purposes only shall not be deemed to be an infringement of this undertaking.

8. THE lands in respect of which the Commission's rights and interests are hereby agreed to be transferred are subject to the tenancies and easements particulars whereof are set out in the Schedule hereunder written and the said transfer shall take effect subject thereto and with the benefit thereof.

1ST SCH. —*cont.*

9. THERE shall be excepted and reserved to the Commission out of the said transfer (*a*) the rights of drainage indicated in red on the signed plan (*b*) the right to have and maintain:—

(i) the 24-inch culvert under the western end of Harbour Road and under the pitching adjoining and the manhole at the foot thereof;

(ii) the 15-inch sewer under the eastern end of Harbour Road and the land and pitching adjoining; and

(iii) the two 9-inch track drains at the north-east corner of Barry Harbour and the 4-inch and 6-inch drains north of Friars Point House.

The Corporation hereby undertake to receive the drainage from the said culvert sewer and drains at their present points of discharge and to accommodate the discharge from such drains in any future works constructed in Barry Harbour.

10. THERE shall be vested in the Corporation the ownership of the electric cable lighting poles and lamps situate alongside Harbour Road and shown in yellow on the signed plan and upon such vesting the annual charge of £86 10s. 0d. for maintenance and supply of electricity paid by the Corporation to the Commission shall cease and the Corporation shall pay for the supply of electricity only at current rates for the time being chargeable by the Commission until such time as the Corporation shall obtain a supply of power from another source Provided nevertheless that the Commission will if requested agree (subject to review at the end of each period of three years from the date hereof on the basis only of changes in cost) to continue the present arrangement for the time being until the Corporation shall make comprehensive arrangements for the street lighting of Harbour Road but this shall not vary or affect the actual vesting of ownership as hereinbefore mentioned.

11. THERE shall also be vested in the Corporation the ownership of and liability for that part of the electric cable which lies wholly upon the breakwater at Yorke Rock together with the red light at the extremity of the breakwater and the Corporation shall pay to the Commission a charge at the current rates for the time being chargeable by the Commission for electricity consumed at that light and for maintenance carried out on their behalf and shall afford to the Commission a full indemnity in respect of such maintenance.

12. THE Corporation will repay to the Commission on demand the expense of any necessary re-positioning of the Commission's electric light poles and cables on the Island side of the Barry Harbour arising from the transfer hereby agreed to be made and shall grant to the Commission free of charge any such easements over their lands (whether already in their ownership or being part of the lands hereinbefore described) as may be necessary to accommodate the re-positioned poles and cables Provided that this obligation shall only arise if the re-positioning is reasonably necessary in connection with the Corporation's development of the land transferred.

13. THE Commission will after due notice afford to the Corporation reasonable means of access for their servants agents and workmen with or without materials tools and equipment but on foot only

1ST SCH. —*cont.*

for the purpose of maintaining the Yorke Breakwater and pitching on the Island side of Barry Harbour Provided that before exercising the permission hereby agreed to be given the Corporation shall furnish to the Commission a full indemnity in respect thereof.

14. THE Corporation hereby agree to erect fencing between the points marked "A" and "B" on the signed plan where reasonably required by the Commission in the interests of public safety when works of development are undertaken by the Corporation such fencing to be of a pattern reasonably approved by the Civil Engineer of the Commission's South Wales Docks Undertaking.

15. THIS Agreement shall be scheduled to the Bill and is subject to such alterations as may be made by Parliament therein but in the event of Parliament making material alteration in this Agreement or in the provisions of the Bill relating thereto either party to this Agreement may by written notice to the other given before the Bill is reported by the Committee in the Second House rescind this Agreement which shall then become void and the Corporation shall thereupon withdraw the Bill.

IN WITNESS whereof the Commission and the Corporation have caused their respective Common Seals to be hereunto affixed the day and year first before written.

THE SCHEDULE BEFORE REFERRED TO

Dated	Tenancies and easements		Per annum
31.12.1923. (No. 44089 Misc.)	Barry Urban District Council.	Easement of culvert at Watch House Bay Alteration Clause only.	10s. 0d.
28.4.1926 (No. 41215 T.A.)	Rev. R. H. Lomas	41 sq. yds. land Barry Harbour. 3 months' notice.	10s. 0d.
28.4.1926 and 3.7.1952. (Transfer Agt.) (No. 41214 T.A.).	S. Stevens	26 sq. yds. land Barry Harbour. 3 months' notice.	5s. 0d.
17.12.1953 (E.O. 360)	T. H. Martin	57 sq. yds. land Barry Harbour. 3 months' notice.	7s. 6d.
13.5.1892 (47423 Misc.).	Barry Rowing Club.	Liberty to construct slipway Barry Harbour. Immediate removal upon notice.	5s. 0d.
7.3.1921 (35637 T.A.).	A. J. Reardon-Smith.	1,641 sq. yds. land Barry Harbour. One week's notice.	£1 0s. 0d.
20.10.1925 (No. 27005 Misc.).	Barry Urban District Council.	Easement of sea wall and sewer. Alteration Clause only.	£2 0s. 0d.
			£4 17s. 6d.

1ST SCH. *cont.*

THE COMMON SEAL of THE BRITISH TRANSPORT COMMISSION was hereunto affixed in the presence of—

RUSHOLME *A Member*
S. B. TAYLOR *Chief Secretary*
14662

THE COMMON SEAL of THE MAYOR ALDERMEN AND BURGESS OF THE BOROUGH OF BARRY was hereunto affixed in the presence of—

H. W. DURMAN *Mayor*
J. CLEMENTS COLLEY *Town Clerk*

SECOND SCHEDULE

ENACTMENTS REPEALED (SO FAR AS THEY RELATE TO THE TRANSFERRED PART OF BARRY HARBOUR) BY THIS ACT

Enactment	Extent of repeal
The Barry Harbour Act 1866	The whole Act.
The Barry Dock and Railways Act 1884 ...	Sections 9 and 25.
The Barry Dock and Railways Act 1886 ...	Section 4.
The Barry Railway Act 1894	Sections 5 23 (6) and 24.
The Barry Railway Act 1896	Section 28.

Table of Statutes referred to in this Act

Short title	Session and chapter
Barry Harbour Act 1866	29 Vict. c. liii.
Barry Dock and Railways Act 1884	47 & 48 Vict. c. cclvii.
Barry Dock and Railways Act 1886	49 Vict. c. xxxix.
Barry Dock and Railways Act 1891	54 & 55 Vict. c. clxxxiv.
Barry Railway Act 1894	57 & 58 Vict. c. clxvii.
Barry Railway Act 1896	59 & 60 Vict. c. cxciii.

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