



CHAPTER xxxv.

An Act to confirm the acquisition by the urban district councils of Aberdare and Mountain Ash of the Aberdare Canal and for other purposes.

A.D. 1924.

[14th July 1924.]

WHEREAS the urban districts of Aberdare and Mountain Ash in the county of Glamorgan are urban districts within the meaning of the Local Government Act 1894 and are under the control and management of the urban district councils of those districts :

And whereas under the authority of the Act 33 George III. cap. 95 the company of proprietors of the Aberdare Canal Navigation constructed a navigable canal from the Glamorganshire Canal in the parish of Llanwonno along the valley of Aberdare to or near the town of Aberdare in the county of Glamorgan and a proper railway or stone road for the passage of wagons and other carriages from such canal to or near Abernant in the parish of Cadoxton-juxta-Neath in the said county with divers feeders and aqueducts for supplying the said canal with water and divers bridges piers arches tunnels aqueducts sluices locks weirs reservoirs wharves quays landingplaces and other works upon or adjacent to the canal :

And whereas by reason of subsidence of and injury to the canal consequent upon mining operations under or near the same the canal has for some years past ceased to be used and is not now used or capable of being used as a navigable canal :

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And whereas it is expedient that the agreement between the canal company and the Councils as set forth in the Schedule to this Act for the acquisition by the Councils of the said canal should be confirmed and that the Councils should be empowered to utilise such canal for the purposes of public improvements within their districts and that the provisions contained in this Act with respect thereto should be made :

And whereas it is expedient that the agreement between the Glamorganshire Canal Company and the Mountain Ash Council as set forth in the Schedule to this Act for the acquisition by the Council of a portion (now derelict) of the Glamorganshire Canal adjoining the Aberdare Canal at Abercynon should be confirmed :

And whereas it will be necessary to construct certain works for the more effectual drainage of the canal lands :

And whereas an estimate has been prepared by the urban district council of Aberdare for the purchase of lands and for the execution of the works by this Act authorised and such estimate is as follows :—

For the construction of the works authorised by this Act and the acquisition of land for the same two thousand one hundred and ninety-six pounds and eightpence :

And whereas the several works included in such estimate are permanent works within the meaning of section 234 of the Public Health Act 1875 and it is expedient that the cost thereof should be spread over a term of years :

And whereas it is expedient that the other provisions contained in this Act should be made :

And whereas the purposes aforesaid cannot be effected without the authority of Parliament :

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

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 :

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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 (that is to say) :—

1. This Act may be cited as the Aberdare Canal Act 1924. Short title.

2. In this Act unless the subject or context otherwise requires :— Interpretation.

“ The Aberdare Council ” means the urban district council of Aberdare :

“ The Mountain Ash Council ” means the urban district council of Mountain Ash :

“ The Councils ” means the Aberdare Council and the Mountain Ash Council :

“ The county council ” means the council for the administrative county of Glamorgan :

“ The canal lands ” means the lands agreed to be purchased by the councils or either of them and vested in them or either of them by this Act :

“ The canal company ” means the company of proprietors of the Aberdare Canal Navigation :

“ The Glamorganshire Canal Company ” means the company of proprietors of the Glamorganshire Canal Navigation :

“ The scheduled agreements ” means the agreements as set forth in the Schedule to this Act :

“ The district fund ” and “ the general district rate ” mean respectively the district fund and the general district rate of the respective urban districts.

3.—(1) The agreement dated the twelfth day of December one thousand nine hundred and twenty-three and made between the canal company of the one part and the Councils of the other part as set forth in the First Part of the Schedule to this Act is (subject to the provisions of this Act) hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly.

Confirma-
tion of
scheduled
agreement.

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(2) The agreement dated the twenty-third day of January one thousand nine hundred and twenty-four and made between the Glamorganshire Canal Company of the one part and the Mountain Ash Council of the other part as set forth in the Second Part of the Schedule to this Act is subject to the provisions of this Act hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly.

(3) On and from the completion of the respective purchases referred to in the scheduled agreements the portion of the canal lands within the urban district of Aberdare shall vest in the Aberdare Council and the remaining portion of the canal lands shall vest in the Mountain Ash Council and the same shall be held and used by them respectively for any purposes of the Public Health Acts or this Act.

(4) The canal company may sell lease or otherwise dispose of the railways tramways and other property forming the remaining portion of the undertaking of the canal company to such persons in such manner and at such time or times and upon such terms and conditions as the canal company may deem expedient but subject to all rights of way thereover and any other rights or easements in respect thereof to which the public may be entitled and which are not expressly extinguished by this Act.

(5) In the event of the canal company after the completion of the purchase by the Councils of the portion of the canal lands belonging to the canal company selling leasing or otherwise disposing of any part of the railways tramways and other property forming the remaining portion of their undertaking the Great Western Railway Company shall be relieved from all obligations which they may be under to the canal company in respect of such part of the said railways tramways and other property and the Great Western Railway Company shall be entitled to close any level crossings of their railway by any of the above-mentioned railways or tramways so sold leased or otherwise disposed of.

Power to
lay out
canal lands.

4. Each Council may appropriate any portions of the canal lands within their respective districts not required for the purposes mentioned in the sections of this Act the marginal notes whereof are "Power to

construct a new road from Mountain Ash to Aberdare” and “Main road from Abercynon to Mountain Ash” for any purposes of the Public Health Acts or for other public purposes. A.D. 1924.

5. Each of the Councils may lay out and construct upon so much of the canal lands within their respective districts as may be deemed expedient or they may by agreement with the county council authorise that council to lay out and construct on the canal lands a new road connecting Aberdare with Mountain Ash and either of the Councils or the county council may in connection therewith construct any carriageways footways sewers drains and other works and conveniences which they may think proper and the same when constructed shall be dedicated as a main road and public highway. Power to construct a new road from Mountain Ash to Aberdare.

6. The Councils or either of them may remove any bridge within their respective districts carrying a highway over the canal lands and may alter the level of such highway and may widen or otherwise improve any such bridge or any highway carried across or abutting upon the canal lands and for that purpose may make up and dedicate as part of the highway so much of the canal lands as they shall consider necessary or expedient and may enter into and carry into effect agreements in relation thereto. Power to remove bridges &c.

7. In the event of the Great Western Railway Company at any time after the completion of the conversion of the canal lands as part of the main road at Penrhiwceiber rebuilding the bridge at that place which carries their railway over the existing road and the Aberdare Canal they may rebuild the same with a single span of such dimension as shall be agreed between that company and the county council. Penrhiwceiber Bridge.

8. Subject to the provisions of this Act each of the Councils may fill up or raise the canal lands within their respective districts and remove or otherwise alter or interfere with the towing paths banks locks basins bridges culverts drains and other works forming part of the canal lands. Power to fill up &c. canal lands and remove works &c.

9. Each of the Councils may if they think it is expedient so to do sell lease exchange or otherwise dispose of in such manner and for such consideration and purpose Power to sell &c. canal lands.

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as they may think fit and either in consideration of the execution of works or of the payment of a gross sum or of an annual rent or of any payment in any other form all or any part of the canal lands within their respective districts and not dedicated as a public highway and may sell lease exchange or dispose of any rents reserved on the sale lease exchange or disposition of such lands and may do and execute any deed act or thing necessary or proper for effectuating any such sale lease or exchange and may give or take money for equality of exchange.

Application
of moneys
from sale of
lands.

10. The Councils shall apply all moneys from time to time received by them or either of them in respect of any sales exchanges or dispositions of land or by way of fine or premium on any lease made under the authority of this Act in or towards paying off moneys borrowed by them and for the time being owing under this Act and such application shall be in addition to and not in substitution for any other method of extinguishment provided for by this Act except to such extent and upon such terms as may be approved by the Minister of Health.

Provided that if at any time either of the Councils shall have in their hands moneys so received by them they may at their discretion apply the said moneys or any part thereof as part of the moneys authorised to be borrowed under the section of this Act of which the marginal note is "Power to borrow" in lieu of borrowing further moneys under the provisions of that section.

Provided further that no part of such moneys shall be so applied as to increase the total amount expended for the purpose for which the moneys are so applied beyond the limit of the amount authorised to be borrowed for that purpose and each of the Councils shall furnish to the Ministry of Health all such information returns and accounts relating to such application as the Ministry may require.

Extinction
of rights.

11. On and from the completion of the respective purchases referred to in the scheduled agreements all public rights of way along the canal lands shall be extinguished and the said lands shall for all purposes cease to form the Aberdare Canal or the Glamorganshire Canal or the undertaking of the canal company or the Glamorganshire Canal Company or to be subject to any of the provisions of any Acts relating to or regulating

the said canals or canal companies and the canal companies and all property and funds of the canal companies shall as regards the canal lands be wholly released and discharged from all obligations and liabilities whatsoever whether under any Act relating to or regulating the said canals respectively or otherwise.

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12.—(1) As from the completion of the respective purchases referred to in the scheduled agreements and the sale or disposition of the remaining portion of the undertaking of the canal company or any part thereof the agreements dated respectively the twenty-eighth day of September one thousand nine hundred and seven and the thirty-first day of August one thousand nine hundred and eight between the company of proprietors of the Glamorganshire Canal Navigation and the company of proprietors of the Aberdare Canal Navigation respectively of the one part and the Right Honourable Sydney Charles Buxton M.P. then His Majesty's Postmaster General on behalf of His Majesty of the other part shall cease to have effect with reference to the canal lands and the said remaining portion of the undertaking of the canal company or any part thereof.

For protection of
Postmaster
General.

(2) Notwithstanding anything contained in the said agreements before the completion of the respective purchases referred to in the scheduled agreements the Postmaster General may (without derogation from any other right vested in him) remove from the canal lands any telegraphic line of the Postmaster General which is in under upon along over or across the same and the Councils shall pay to the Postmaster General the expense incurred by him of and incidental to the removal of such telegraphic line and the substitution of a telegraphic line in such other position as shall be satisfactory to the Postmaster General. The Councils shall give reasonable notice to the Postmaster General before the completion of the respective purchases referred to in the scheduled agreements.

(3) The expression "telegraphic line" in this section has the same meaning as in the Telegraph Act 1878.

13. The Councils or either of them may construct or erect and maintain upon any part of the canal lands such fences walls embankments or other structures

Power to
fence off
canal lands.

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erections or works as they may think fit for severing such lands from all or any of the adjoining lands or of the docks and basins connected with the canal or for preventing the flow or passage of water from or to the canal lands or to or from such docks or basins and may remove any water from the canal lands and make such provision as they may deem necessary or expedient (whether by the execution of works or otherwise) for preventing the flow or passage of water or any liquid or solid matter on to the canal lands from any other lands whether forming part of the canal or not.

Main road
from
Abercynon
to Mountain
Ash.

14. The Mountain Ash Council may agree with the county council for the utilisation by the county council of so much of the canal lands vested in the Mountain Ash Council as may be deemed expedient and the execution thereon of such works as may be necessary for the purpose of improving the existing main road or forming a new main road from Abercynon to Mountain Ash and the dedication of the same as a main road repairable by the county council.

Works in
Aberdare
district.

15. Subject to the provisions of this Act the Aberdare Council may enter upon take or use all or any part of the lands within the urban district of Aberdare delineated on the deposited plans and described in the deposited book of reference and may on any part of such lands in the lines and situation shown on the deposited plans and sections make and maintain the following works (that is to say):—

Work No. 1—

A line of pipes or culvert commencing in the south-west bank of the Aberdare Canal near Scales Row and terminating in a stream or watercourse adjoining the mineral railway of the Powell Duffryn Steam Coal Company Limited;

Work No. 2—

A line of pipes or culvert commencing in a culvert on the north-east of the Aberdare Canal near Tirfounder Row and terminating in the River Cynon near the point of junction of the Old Cynon and the River Cynon;

Work No. 3—

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The re-opening and making good of an overflow culvert and waterway on the south-east side of the Aberdare Canal Cottage at the Old Duffryn Colliery and terminating in the River Cynon;

Work No. 4—

A line of pipes or culvert commencing in the south-west bank of the Aberdare Canal near Canal Row and terminating in the River Cynon;

Work No. 5—

A line of pipes or culvert commencing in the south-west bank of the Aberdare Canal at a point 176 yards from the north-west side of the aerial transport bridge of the Powell Duffryn Steam Coal Company Limited and terminating in the River Cynon;

Work No. 6—

A line of pipes or culvert commencing in the south-west bank of the Aberdare Canal at a point 156 yards or thereabouts north-west of the Middle Duffryn Colliery Bridge and terminating in the brook or stream adjoining lands of the Powell Duffryn Steam Coal Company Limited;

Work No. 7—

A line of pipes or culvert commencing in the south-west bank of the Aberdare Canal at a point 84 yards or thereabouts south-east of the Middle Duffryn Colliery Bridge and terminating in the River Cynon.

16. In the construction of the works authorised by this Act the Aberdare Council may deviate laterally to any extent not exceeding the limits of lateral deviation shown on the deposited plans and they may also deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards and to any extent downwards.

Limits of deviation.

17. In addition to the foregoing works the Aberdare Council may within their district make and maintain upon the said lands respectively all such cuts channels pipes conduits culverts drains sluices banks and approaches as may be necessary or convenient in connection

Subsidiary works.

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with the works authorised by this Act or any of them but nothing in this section contained shall exonerate the Council from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them.

Temporary discharge of water into streams.

18.—(1) For the purpose of draining the lands heretofore forming part of the Aberdare Canal the Councils or either of them may cause the water in on or flowing on to such lands to be temporarily discharged into any available river stream or watercourse Provided that any water so discharged shall so far as may be reasonably practicable be free from mud or solid or offensive matter.

(2) In the exercise of the power conferred by this section the Councils shall do as little damage as may be and shall pay compensation to all persons for all damage sustained by them by the exercise of such power the amount of compensation to be settled in default of agreement by arbitration.

(3) The powers of this section shall not be exercised so as to damage or affect the railways or works of any railway company.

Power to agree as to drainage of lands.

19. The Councils or either of them may make and carry into effect agreements with the owners lessees or occupiers of any lands or works adjoining or contiguous to the canal lands with reference to the draining of the canal lands or any lands adjoining the same or for more effectually collecting diverting and conveying the streams watercourses and waters now flowing to upon or from the canal lands.

For protection of Great Western Railway Company.

20. For the protection of the Great Western Railway Company (hereinafter referred to as "the Great Western Company") the following provisions shall unless otherwise agreed between the Great Western Company and the Councils (which expression where used in this section shall include either of the Councils as the case may require) apply and have effect (that is to say):—

(1) Works Nos. 1 to 7 inclusive or any other main pipe or sewer laid under the powers of this Act if carried under the railway of the Great Western Company or under any public road crossing

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such railway on the level shall for its entire length across the said railway be laid and carried by means of a steel or iron pipe founded on and surrounded by Portland cement or enclosed in a subway to be constructed and maintained by the Council in whose district such work is situate so that no part of such work shall be less than three feet below the level of the rails of the said railway at the point of crossing :

- (2) In constructing the said works at the said points of crossing and in constructing laying down and executing and also (except in cases of emergency) in effecting the repairs or renewals of any work of the Councils by this Act authorised which may be situate upon across over under or in any way affecting the railways or other property belonging to or used by the Great Western Company the same shall be done by and in all things at the expense of the Council in whose district such work is situate except as in this section is otherwise provided and under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the Great Western Company and at such time or times as he shall approve and so as not to interfere with the structure of any such railways and except in cases of repair according to plans sections and particulars to be submitted to and approved by the said engineer before any such works shall be executed Provided that if the said engineer shall not signify his approval or disapproval of such plans sections and particulars within twenty-eight days after they shall have been submitted to him he shall be deemed to have approved thereof :
- (3) The Councils shall restore and make good to the reasonable satisfaction of the said engineer the railways and other property of the Great Western Company and the roads over or under any bridge or over any level crossing of such railways or over the approaches to any such bridge or level crossing so far as the same may be disturbed or interfered with by or owing to any of the operations of the Councils.

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- (4) If the Great Western Company so elect they may themselves execute and maintain the said works (other than the actual laying down and maintenance of the pipes) and may recover the reasonable costs of so doing from the Council in whose district such work is situate (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the Great Western Company in and about such works) :
- (5) All such works shall be constructed executed and maintained so as not to cause any injury or damage to the railways or other property of the Great Western Company or any interruption to the passage or conduct of traffic over such railways or at any station thereon and if any such injury damage or interruption shall arise from the acts or operations of the Councils or by reason of the failure of the Councils to maintain such works or the bursting leakage or failure of the works of the Councils under or near to any railway or other property of the Great Western Company all such injury or damage shall forthwith be made good by the Councils at their own expense and to the reasonable satisfaction of the said Engineer and the Councils shall indemnify the Great Western Company from all claims in respect of any such injury damage or interruption and shall make compensation to the Great Western Company for and in respect thereof including compensation payable to any workmen or their legal representatives or dependents :
- (6) In the event of the Councils failing to make good such injury or damage as aforesaid or failing to maintain all such works (where they pass under over or in any way affect the railways or other property of the Great Western Company) in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer or in case of emergency of which the said engineer shall be the sole judge the Great Western Company may make good the same and make and do in and upon as well

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the lands of the Councils as their own lands all such repairs and things as may be reasonably requisite and recover the reasonable expense thereof (including compensation payable to any workmen or their legal representatives or dependents) from the Councils :

- (7) If it should be necessary during the construction of any works authorised by this Act or by reason of the existence of the same to alter any of the telegraph telephone or signal posts or wires or other work or apparatus belonging to or on the railways of the Great Western Company the Great Western Company may effect such alterations and the Councils shall repay to them the reasonable expenses incurred by them in and connected with such alterations :
- (8) The Councils shall not under the powers of this Act acquire compulsorily any lands of the Great Western Company save and except that the Councils may acquire and the Great Western Company on being requested so to do by the Councils shall sell to the Councils such a right or easement as may be necessary to enable the Councils to construct and maintain any of the said Works Nos. 1 to 7 by this Act authorised over or under the railways and other property of the Great Western Company and the Councils shall pay to the Great Western Company for any right or easement which they may so require the Great Western Company to sell such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement:
- (9) The Councils shall bear and on demand pay to the Great Western Company the reasonable expenses (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the Great Western Company in and about such works) of the employment by them during the construction and maintenance of any works under the powers of this Act over under or across the railways or other property of the Great

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—

Western Company of a sufficient number of inspectors signalmen or watchmen to be appointed by the Great Western Company for watching and protecting the said railways and the conduct of the traffic thereon with reference to and during the execution and maintenance of the said works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Councils or their contractors or any person or persons in the employ of the Councils or their contractors :

- (10) If the Great Western Company at any time or times hereafter require of which they shall be the sole judges to construct any additional or other works upon their lands or railways or to extend alter or repair their railways or other property upon across over or under which any of the works of the Councils may have been constructed or laid the Great Western Company may after giving to the Councils fourteen days' notice in writing under the hand of their secretary or general manager or in case of emergency of which the said engineer shall be the sole judge after giving such notice as is possible divert support or carry the said works of the Councils across over or under their railways or other property at any other point or otherwise deal with the same in as convenient a manner as circumstances will admit and doing as little damage as may be and so as not to interrupt or interfere with the flow of water more than may be necessary without being liable to pay compensation in respect of such diversion supporting carrying or dealing with such works or any such interruption or interference Provided that any works executed by the Great Western Company under this subsection shall be executed to the reasonable satisfaction of the Councils and the Councils shall at their own expense simultaneously with any such diversion or alteration as aforesaid make any necessary diversion alteration or continuation of the said works on the land adjoining the Great Western

Company's railway so as to connect the said works diverted or altered by the Great Western Company with the then existing works : A.D. 1924.

- (11) Any additional expense which the Great Western Company may reasonably and properly incur in widening altering reconstructing repairing or maintaining their railways or other works by reason of the existence of the works of the Councils laid or executed under the powers of this Act upon across over or under the same shall be paid by the Councils :
- (12) Nothing in this Act contained shall prejudice or affect the existing rights (if any) of the Great Western Company to pass surface water drainage from their railways and property on to the canal lands :
- (13) Except as in this section otherwise expressly provided any difference arising between the Councils and the Great Western Company respecting any of the matters referred to in this section shall be referred to and determined by an arbitrator to be appointed failing agreement at the request of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

21. For the protection of the Powell Duffryn Steam Coal Company Limited (hereinafter referred to as "the Powell Duffryn Company") the following provisions shall unless otherwise agreed between the Powell Duffryn Company and the Aberdare Council apply and have effect (that is to say) :— For protection of Powell Duffryn Steam Coal Company Limited.

- (1) In all cases where the Aberdare Council is authorised by this Act to construct pipes or culverts for the purpose of carrying water from the canal lands into the River Cynon or other streams or watercourses upon adjoining or contiguous to lands or premises belonging to or occupied by the Powell Duffryn Company the Aberdare Council shall at all times and at the cost of the Aberdare Council keep the said River Cynon and streams or watercourses clear and open for securing the free flow of water and

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so as to prevent the said lands or premises of the Powell Duffryn Company becoming flooded or in any other manner damaged by water and if and as often as required by the Powell Duffryn Company shall at the like cost carry out all such proper protective or remedial works as shall be reasonably required by the Powell Duffryn Company to prevent any such flooding or other damage by water so far as the same may have been caused by the works authorised by this Act:

- (2) The powers mentioned in the section of this Act the marginal note whereof is "Temporary discharge of water into streams" shall not be exercised so as to damage or affect any of the railways or works of the Powell Duffryn Company:
- (3) The levels of the bridge carrying the Lower Duffryn Colliery incline railway of the Powell Duffryn Company over the canal lands shall not be interfered with or altered except with the consent of the Powell Duffryn Company:
- (4) If any difference shall arise between the Aberdare Council and the Powell Duffryn Company under or in relation to any provision of subsection (1) of this section such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Aberdare Council or the Powell Duffryn Company and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

For protection of
Thomas
May Miles
and David
Morgan.

22.—(1) In the construction of any pipes or culverts under the powers of this Act for the purpose of carrying water from the canal lands into the River Cynon or other streams or watercourses upon adjoining or contiguous to lands or premises belonging to or occupied by Thomas May Miles or David Morgan (herein respectively referred to as "the owner") the Aberdare Council shall at all times and at their own cost keep the said streams or watercourses clear and open for securing the free flow of water and so as to prevent the lands or premises of the owner becoming flooded or in any other manner damaged

by water and shall at the like cost carry out all such proper protective or remedial works as shall be from time to time reasonably required by the owner to prevent any such flooding or other damage by water so far as the same may have been caused by the works authorised by this Act.

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(2) If any difference shall arise between the Aberdare Council and the owner under or in relation to any provision of subsection (1) of this section every such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Aberdare Council or the owner and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

23. If any difference shall arise between the Councils with regard to any matters arising out of this Act or the scheduled agreements such difference shall be determined by an arbitrator to be agreed upon or failing agreement to be appointed by the Minister of Health and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Arbitration.

24.—(1) Each of the Councils may from time to time independently of any other borrowing power borrow at interest any sum or sums of money for the purposes hereinafter mentioned not exceeding the respective amounts following (that is to say):—

Power to borrow.

(a) For the purchase of the canal lands and defraying the costs and expenses incident to such purchase (including the costs of the companies payable under the scheduled agreements) and to the transfer of the canal lands to the Councils (other than the costs of the Councils in promoting this Act) the sum necessary for that purpose :

(b) For paying the costs charges and expenses of this Act as hereinafter provided the sum requisite for that purpose :

And with the approval of the Minister of Health such further moneys as either of the Councils may require for any of the purposes of this Act.

(2) The Aberdare Council may also from time to time independently of any other borrowing power borrow at interest any sum or sums of money for the purposes

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— (that is to say):—

For the construction of the works authorised by this Act the sum of two thousand one hundred and ninety-six pounds.

(3) In order to secure the repayment of the moneys borrowed under this section and the payment of the interest thereon each of the Councils may mortgage or charge their respective district funds and general district rates.

Periods for
payment off
of borrowed
money.

25. Each of the Councils shall pay off all moneys borrowed by them respectively under this Act within the respective periods (in this Act referred to as "the prescribed period") following (that is to say):—

As to moneys borrowed for the purpose (a) mentioned in the section of this Act the marginal note whereof is "Power to borrow" within fifty years from the date or dates of the borrowing of the same;

As to moneys borrowed for the purpose (b) in the said section mentioned within five years from the passing of this Act;

As to moneys borrowed for the purpose in subsection (2) of the said section mentioned within thirty years from the date or dates of borrowing the same;

As to moneys borrowed with the approval of the Minister of Health within such period as he may think fit to sanction.

Power to
reborrow.

26.—(1) The Council shall have power:—

(a) To borrow for the purpose of paying off any moneys previously borrowed under this Act which are intended to be forthwith repaid; or

(b) To borrow in order to replace moneys which during the previous twelve months have been temporarily applied from other funds of the two Councils or either of them in repaying moneys previously borrowed under this Act and which at the time of such repayment it was intended to replace by borrowed moneys.

(2) Any moneys borrowed under this section shall for the purposes of repayment be deemed to form part

of the original loan and shall be repaid within that portion of the prescribed period which remains unexpired and the provisions which are for the time being applicable to the original loan shall apply to the moneys borrowed under this section.

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(3) The Councils shall not have power to borrow for the purpose of making any payment to a sinking fund or of paying any instalment or making any annual payment which has or may become due in respect of borrowed moneys.

(4) The Councils shall not have power to borrow in order to replace moneys previously borrowed which have been repaid:—

- (a) By instalments or annual payments; or
- (b) By means of a sinking fund; or
- (c) Out of moneys derived from the sale of land; or
- (d) Out of any capital moneys properly applicable to the purpose of the repayment other than moneys borrowed for that purpose.

27. The following provisions of the Aberdare Urban District Council Acts 1905 and 1915 shall with regard to any moneys borrowed by the Aberdare Council apply and have effect as if they were with the necessary alterations re-enacted in this Act namely:—

Application
of Aberdare
Acts of 1905
and 1915.

Act of 1905 :

Section 30 (Certain regulations of Public Health Act as to borrowing not to apply).

Section 31 (Provisions as to mortgages).

Section 32 (Protection of lenders from inquiry).

Section 34 (Mode of payment off of money borrowed).

Section 35 (Sinking fund).

Section 36 (Return respecting sinking fund to Local Government Board).

Section 38 (Power to borrow under Local Loans Act 1875).

Section 40 (Council not to regard trusts).

Act of 1915 :

Section 56 (Inquiries by Local Government Board) amended by the insertion of the word "five" instead of the word "three."

A.D. 1924.

Application
of Mountain
Ash Act of
1909.

28. The following provisions of the Mountain Ash Urban District Council Act 1909 shall with regard to any moneys borrowed by the Mountain Ash Council apply and have effect as if they were with the necessary alterations re-enacted in this Act, namely:—

- Section 76 (Mode of raising money).
- Section 77 (Provisions as to mortgages).
- Section 78 (Mode of payment off of money borrowed).
- Section 79 (Sinking fund).
- Section 81 (Protection of lender from inquiry).
- Section 82 (Power to use one form of mortgage for all purposes).
- Section 83 (Council not to regard trusts).
- Section 84 (Return respecting sinking fund to Local Government Board).
- Section 92 (Inquiries by Local Government Board) amended by the insertion of the word "five" instead of the word "three."

Rate of
accumulation
of
sinking fund
payments.

29. Notwithstanding anything contained in this Act or in any Acts governing the same the rate of accumulation of the annual payments to every accumulating sinking fund which has been or may be formed by the Councils respectively for any purpose shall be three per centum per annum or such other rate as the Minister of Health may from time to time approve.

Saving for
existing
charges.

30. Nothing in this Act shall prejudicially affect any charge on the revenue and rates or the estates and property of the two Councils or either of them subsisting at the passing of this Act and every mortgagee or person for the time being entitled to the benefit of any such charge shall have the like rights and remedies in respect of the revenue rate and property subject to his charge as if this Act had not passed.

Application
of borrowed
moneys.

31. All moneys borrowed by either of the Councils under the powers of this Act shall be applied only to the purposes for which they are respectively authorised to be borrowed and to which capital is properly applicable.

Expenses of
executing
Act.

32. All expenses incurred by either of the Councils in carrying into execution the provisions of this Act not otherwise provided for shall be paid out of the district

fund and general district rate of the Council incurring such expenses. A.D. 1924.

33. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown. Crown rights.

34. The costs charges and expenses preliminary to and of and incidental to preparing and obtaining this Act including the costs charges and expenses preliminary to and of and connected with the compliance with the requirements of the Borough Funds Acts 1872 and 1903 shall after taxation by the taxing officer of the House of Lords or of the House of Commons be paid as to two-thirds thereof by the Mountain Ash Council and one-third thereof by the Aberdare Council out of their respective district funds and general district rates or out of moneys to be borrowed by the Councils under this Act. Costs of Act.

A.D. 1924. The SCHEDULE referred to in the foregoing Act.

PART I.

AN AGREEMENT made the twelfth day of December One thousand nine hundred and twenty-three between the company of proprietors of the Aberdare Canal Navigation (hereinafter called "the Company") of the one part and the urban district council of Aberdare hereinafter referred to as "the Aberdare Council" and the urban district council of Mountain Ash hereinafter referred to as "the Mountain Ash Council" (both of which Councils are hereinafter referred to collectively as "the Local Authorities") of the other part.

Whereas the Company was incorporated by an Act passed in the year one thousand seven hundred and ninety-three (33rd George III. cap. 95) (hereinafter referred to as "the Canal Act") and under the powers conferred by that Act many years since made and completed a navigable canal (hereinafter called "the canal") from the Glamorganshire Canal in the parish of Llanwonno along the valley of Aberdare to or near the town of Aberdare in the county of Glamorgan and a proper railway or stone road (hereinafter called "the railway") for the passage of wagons and other carriages from such canal to or near Abernant in the parish of Cadoxton-juxta-Neath in the said county with divers feeders and aqueducts for supplying the canal with water and divers bridges piers arches tunnels aqueducts sluices locks weirs reservoirs wharves quays landing places and other works upon or adjacent to the canal :

And whereas by reason of subsidence of and injury to the canal consequent upon mining operations under or near the same the canal has for some years last past ceased to be used and is not now used or capable of being used as a navigable canal :

And whereas the Local Authorities have applied to the Company to sell to them the canal and works connected therewith and also such portion of the railway as is hereinafter described for the purpose of being used for public improvements within the districts of the Local Authorities :

Now these presents witness that the parties hereto so far as the provisions agreements and stipulations hereinafter contained and expressed are to be observed and performed by them respectively hereby agree with the others of them as follows that is to say :—

A.D. 1924.

1. The Company will sell and the Local Authorities will buy at the price of two thousand three hundred and thirty-nine pounds all the pieces or parcels of land situate in the respective parishes of Aberdare Llanwonno and Merthyr Tydfil in the said county of Glamorgan delineated and coloured red on the plan signed for the purpose of identification and as relative hereto in triplicate by William Lewis Harris on behalf of the Company and William Richard Morgan and Arthur Pincombe on behalf of the Local Authorities together with the canal or waterway towing path bridges locks weirs floodgates sluices penstocks wharves quays landing places and all other works belonging to the Company in or upon the same lands or any part thereof except such as are included in any grant or assurance mentioned in clause 3 hereof.

2. The premises are sold and will be conveyed subject to an exception of all mines of coal ironstone and other minerals within and under the same and all rights of the persons or companies entitled to such mines or minerals under or by virtue of section 9 of the Canal Act or otherwise and to all public rights and rights of the owners of adjoining lands or other persons or companies under or by virtue of the Canal Act or otherwise over or in respect of the premises except only such rights as shall be extinguished or determined by the Act confirming this agreement as hereinafter provided.

3. The Local Authorities shall not under this agreement or the assurance of the premises to the Local Authorities be entitled to any rights or easements of taking water to which the Company is entitled by virtue of the Canal Act or the Acts amending the same or any Act incorporated with the same Acts or any of them or by virtue of any grant or other assurance made to the Company for the purpose of its Canal undertaking and all such rights or easements shall be excepted out of the grant or assurance to the Local Authorities.

4. The property will be sold and conveyed free from incumbrances but subject to all leases and agreements and all grants of easements or other instruments affecting the premises agreed to be sold except as aforesaid.

5. The Local Authorities shall as from the date of the conveyance or conveyances undertake all the obligations of the Company whether statutory or otherwise except such of the said obligations as shall be extinguished by the Act confirming this Agreement and shall at all times thereafter save harmless and keep indemnified the Company from and against all proceedings claims and demands by reason of any failure or neglect at any time by the Company or the Local Authorities to observe and perform such obligations as aforesaid or any of them or for or by reason or on account of anything at any time hereafter done omitted or committed by the Local Authorities in or upon or near to or in connection with the lands hereby agreed to be

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sold or by reason of the construction of the works of the Local Authorities upon the said lands or the escape or influx of water from such works on to any adjacent lands or the mines under or near to the lands hereby agreed to be sold.

6. The Local Authorities having by their agent examined the lands hereby agreed to be sold and the boundaries thereof and compared the same with the said plan and being satisfied that the Company has been seised and possessed of the said lands for a great number of years now last past shall not require any abstract of title or evidence of title or identity other than a statutory declaration to be made if required by some official of the Company that the Company has for upwards of twenty years last past been in the exclusive occupation and possession of the premises for the purposes of the canal subject to the provisions of the Canal Act Provided always that all the leases agreements and grants of easements referred to in clause 4 hereof shall be and be deemed to have always been lawful valid and binding to all intents and for all purposes whatsoever.

7. The Local Authorities will promote and use their best endeavours in the present session of Parliament (or if that should be impracticable then in the session of 1925) to procure the passing into law of an Act to confer powers on the Company to sell and on the Local Authorities to buy the said premises for the purposes of the Local Authorities and to confirm this agreement with proper provisions for carrying the same into effect subject to such alterations (if any) as are hereinafter referred to and to extinguish all public rights of way or other rights and easements in under over or relating to the lands to be so purchased as aforesaid (other than the towing path of the canal) and to release and discharge the Company and all property and funds of the Company from all obligations and liabilities whatsoever whether under any Act relating to or regulating the said canal or otherwise and whether to the public or the owners of adjoining lands or other persons or otherwise in respect of the said lands so to be purchased and the Local Authorities will endeavour to obtain the insertion in the said Act of a section enabling (inter alia) the Company to dispose of such portions of the railway as do not form part of the subject matter of this agreement and also all other railways and/or tramways belonging to the Company.

8. This agreement is subject to such alterations as Parliament may think proper to make therein but if the Committee of either House on the Bill for an Act to sanction this agreement makes any material alteration in this agreement or in the Bill so far as it relates to the subject matter of this agreement it shall be competent for either party to withdraw this agreement.

9. The Local Authorities shall in any event pay to the clerk of the Company a fee of fifty guineas in satisfaction of the costs of the Company of and incidental to the negotiations for this

A.D. 1924.

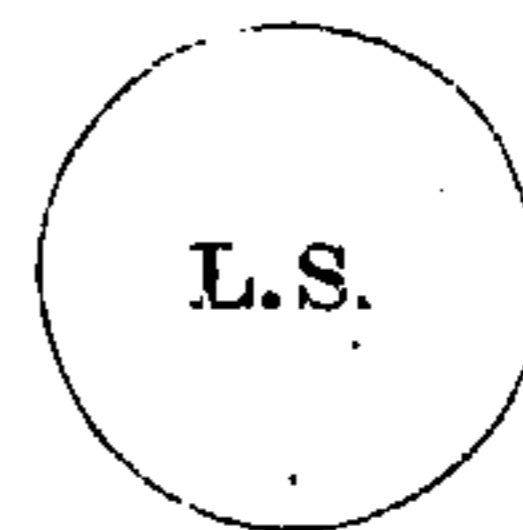
agreement and also pay to the Company all costs whether of surveyors counsel or solicitors (as between solicitor and own client) of and incidental to the preparation and execution of this agreement and also all costs fees and charges whatsoever of any proceedings upon the said Bill and of the approval and execution of the conveyance or conveyances or other assurance of the said premises to the Local Authorities and of all other instruments acts deeds or things necessary or proper to be done by the Company for vesting the premises in the Local Authorities pursuant to this agreement and the Act for confirming the same.

10. The purchase shall be completed on the expiration of six calendar months from the date of the passing of the Act confirming this agreement and on such completion the Local Authorities shall pay to the Company or as the Company shall direct the said sum of two thousand three hundred and thirty-nine pounds the Aberdare Council paying the sum of six hundred and fifty-five pounds and the Mountain Ash Council paying the sum of one thousand six hundred and eighty-four pounds And if the same be not paid on the expiration of such six calendar months the Local Authorities shall pay to the Company interest for the same sum at the rate of five pounds per centum per annum from that time until the actual payment thereof.

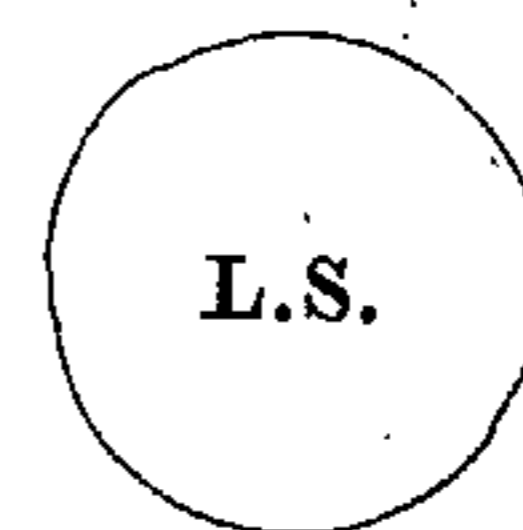
11. If this agreement shall not be confirmed by Parliament (subject as aforesaid) within either of the two next ensuing sessions of Parliament then this agreement shall be void except clause 9 hereof which shall remain of full force and effect.

In witness whereof the Company and the Local Authorities have caused their respective common seals to be hereunto affixed the day and year first before written.

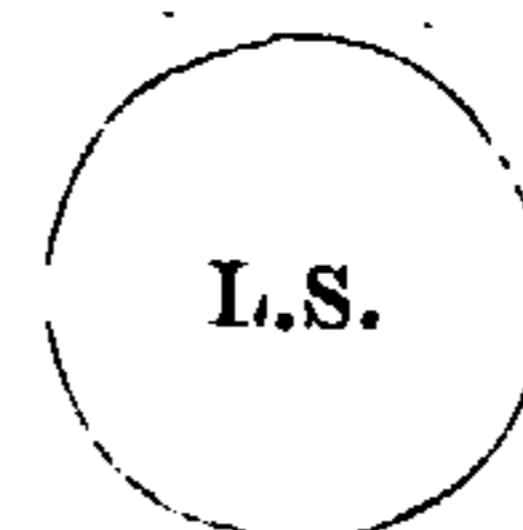
The common seal of the company of proprietors
of the Aberdare Canal Navigation was
hereunto affixed in the presence of
W. LEWIS HARRIS
Clerk to the Company.



The common seal of the urban district council of
Aberdare was hereunto affixed in the
presence of
EVAN JONES Presiding Chairman.
W. R. MORGAN Clerk.



The common seal of the urban district council of
Mountain Ash was hereunto affixed in the
presence of
R. WOOSNAM Chairman.
A. PINCOMBE Clerk.



A.D. 1924.

PART II.

AN AGREEMENT made the twenty-third day of January one thousand nine hundred and twenty-four between the company of proprietors of the Glamorgan-shire Canal Navigation (hereinafter called "the Company") of the one part and the urban district council of Mountain Ash (hereinafter called "the Local Authority") of the other part.

Whereas the Company was incorporated by an Act passed in the year one thousand seven hundred and ninety (30th George III. cap. 82) (hereinafter referred to as "the Canal Act") and under the powers conferred by that Act many years since made and completed a navigable canal (hereinafter called "the canal") from the town of Merthyr Tydfil in the county of Glamorgan to the city of Cardiff with divers feeders and aqueducts for supplying the canal with water and divers bridges piers arches tunnels aqueducts sluices locks weirs reservoirs wharves quays landing places and other works upon or adjacent to the canal :

And whereas by reason of subsidence of and injury to the canal consequent upon mining operations under or near to that part of the canal which lies between the town of Merthyr Tydfil and a place called Abercynon the canal has for some years last past ceased to be used and is not now used or capable of being used as a navigable canal and that part of the canal is derelict :

And whereas the Local Authority have applied to the Company to sell to them such parts of the canal and the works connected therewith as are situate upon the lands hereinafter described for the purpose of being used for public improvements within the district of the Local Authority :

Now these presents witness that each of the parties hereto so far as the provisions agreements and stipulations hereinafter contained and expressed are to be observed and performed by them respectively hereby agree with the other of them as follows that is to say :—

1. The Company will sell and the Local Authority will buy at the price of one thousand two hundred and fifty pounds all the pieces or parcels of land situate in the respective parishes of Llanwonno and Merthyr Tydfil in the said county of Glamorgan delineated and coloured pink on the plan signed for the purpose of identification and as relative hereto in duplicate by William Lewis Harris on behalf of the Company and Arthur Pincombe on behalf of the Local Authority together with the canal or waterway towing path bridges locks weirs floodgates sluices penstocks wharves quays landing places and all other works belonging to the Company in or upon the same lands or any part thereof.

A.D. 1924.

2. The premises are sold and will be conveyed subject to an exception of all mines of coal ironstone and other minerals within and under the same and all rights of the persons or companies entitled to such mines or minerals under or by virtue of section 12 of the Canal Act or otherwise and to all public rights and rights of the owners of adjoining lands or other persons or companies under or by virtue of the Canal Act or otherwise over or in respect of the premises (except only such rights as shall be extinguished or determined by the Act confirming this agreement as hereinafter provided) and also subject to two agreements dated respectively the eighth day of March one thousand eight hundred and ninety-seven and the tenth day of July one thousand eight hundred and ninety-nine and made between the Company of the one part and the Glamorgan County Council of the other part.

3. The Local Authority shall not under this agreement or the assurance of the premises to the Local Authority be entitled to any rights or easements of taking water to which the Company is entitled by virtue of the Canal Act or the Acts amending the same or any Act incorporated with the same Acts or any of them or by virtue of any grant or other assurance made to the Company for the purpose of its canal undertaking and all such rights or easements shall be excepted out of the grant or assurance to the Local Authority.

4. The property is sold and will be conveyed free from incumbrances but subject to all leases and agreements and all grants of easements or other instruments affecting the premises agreed to be sold except as aforesaid.

5. The Local Authority shall as from the date of the conveyance undertake all the obligations of the Company in respect of the maintenance of bridges roads ways approaches fences and other works of whatsoever kind upon or adjacent to the lands hereby agreed to be sold which the Company under the Canal Act or any amending Acts or otherwise are bound to maintain except such of the said obligations as shall be extinguished by the Act confirming this agreement And shall at all times thereafter save harmless and keep indemnified the Company from and against all proceedings claims and demands by reason of any failure or neglect to observe and perform such obligations as aforesaid or any of them or for or by reason or on account of anything at any time hereafter done omitted or committed by the Local Authority in or upon or near to the lands hereby agreed to be sold or by reason of the construction of the works of the Local Authority upon the said lands or the escape or influx of water from such works on to any adjacent lands or the mines under or near to the lands hereby agreed to be sold And the Local Authority also undertake in the event of the Bill passing into law to construct forthwith a good and substantial stone wall to act as a dam at the point marked "A" on the said plan

A.D. 1924.

such wall to be erected under the supervision and to the entire satisfaction of the manager of the Company in all respects and to be thereafter maintained at the expense of the Local Authority.

6. The Local Authority having by their agent examined the lands hereby agreed to be sold and the boundaries thereon and compared the same with the said plan and being satisfied that the Company has been seised and possessed of the said lands for a great number of years now last past shall not require any abstract of title or evidence of title or identity other than a statutory declaration to be made if required by some official of the Company that the Company has for upwards of twenty years last past been in exclusive occupation and possession of the premises for the purposes of the canal subject to the provisions of the Canal Act. Provided always that all the leases agreements and grants of easements referred to in clause 4 hereof shall be and be deemed to have always been lawful valid and binding to all intents and for all purposes whatsoever.

7. The Local Authority will promote and use their best endeavours in the present session of Parliament (or if that should be impracticable then in the session of 1925) to procure the passing into law of an Act to confer powers on the Company to sell and on the Local Authority to buy the said premises for the purposes of the Local Authority and to confirm this agreement with proper provisions for carrying the same into effect subject to such alterations (if any) as are hereinafter referred to and to extinguish all public rights of way or other rights and easements in under over or relating to the lands to be so purchased as aforesaid (other than the towing path of the canal) and to release and discharge the Company and all property and funds of the Company from all obligations and liabilities whatsoever whether under any Act relating to or regulating the said canal or otherwise and whether to the public or the owners of adjoining lands or other persons or otherwise in respect of the said lands so to be purchased.

8. This agreement is subject to such alterations as Parliament may think proper to make therein but if the committee of either House on the Bill for an Act to sanction this agreement makes any material alteration in this agreement or in the Bill so far as it relates to the subject matter of this agreement it shall be competent for either party to withdraw this agreement.

9. The Local Authority shall in any event pay to the clerk of the Company a fee of ten guineas in satisfaction of the costs of the Company of and incident to the negotiations for this agreement and also pay to the Company all costs whether of surveyors counsel or solicitors (as between solicitor and own client) of and incidental to the preparation and execution of this agreement and also all costs fees and charges whatsoever of any proceedings upon the said Bill and of the approval and execution of the

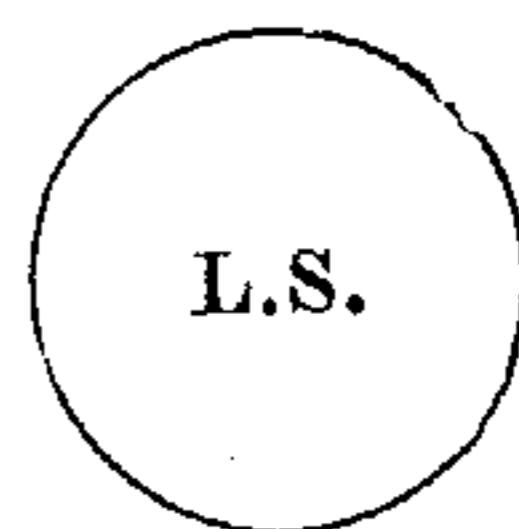
conveyance or other assurance of the said premises to the Local Authority and of all other instruments acts deeds or things necessary or proper to be done by the Company for vesting the premises in the Local Authorities pursuant to this agreement and the Act for confirming the same.

10. The purchase shall be completed on the expiration of six calendar months from the date of the passing of the Act confirming this agreement and on such completion the Local Authority shall pay to the Company or as the Company shall direct the said sum of one thousand two hundred and fifty pounds. And if the same be not paid on the expiration of such six calendar months the Local Authority shall pay to the Company interest for the same sum at the rate of five pounds per cent. per annum from that time until the actual payment thereof.

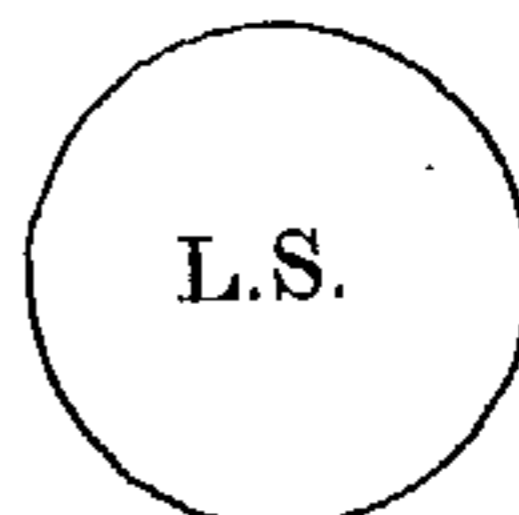
11. If this agreement shall not be confirmed by Parliament (subject as aforesaid) within either of the two next ensuing sessions of Parliament then this agreement shall be void except clause 9 hereof which shall remain of full force and effect.

In witness whereof the Company and the Local Authority have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the company of proprietors
of the Glamorganshire Canal Navigation
was hereunto affixed in the presence of
W. LEWIS HARRIS
Clerk to the Company.



The common seal of the urban district council of
Mountain Ash was hereunto affixed in the
presence of
R. WOOSNAM Chairman.
A. PINCOMBE
Clerk to the Council.



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