



## CHAPTER xxii.

An Act to extend the time limited by the Taff Vale Railway Act 1912 for the purchase of certain lands and the completion of certain railways. A.D. 1914.

[8th July 1914.]

**W**HEREAS it is expedient that the powers of the Taff Vale Railway Company (in this Act referred to as “the Company”) for the compulsory purchase of certain lands and for the construction and completion of certain railways which by the Acts hereinafter referred to in that behalf the Company were authorised to acquire and construct should be further extended as provided by this Act :

And whereas it is expedient that the agreements set forth in the schedule to this Act should be confirmed :

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 King’s most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

**1.** This Act may be cited for all purposes as the Taff Vale Railway Act 1914. Short title.

**2.** Part II. (Extension of time) of the Railways Clauses Act 1863 (so far as it is applicable for the purposes of and is not varied by or inconsistent with this Act) is hereby incorporated with this Act. Incorporation of Part II. of Railways Clauses Act 1863.

**3.** The powers conferred upon the [Company by the Taff Vale Railway Act 1900 (in this Act referred to as “the Act [Price 9d.] Further extension of time for pur-

A.D. 1914.  
—  
chase of cer-  
tain lands  
under Act of  
1900.

of 1900") as revived and extended by the Taff Vale Railway Act 1912 for the compulsory purchase of the lands required for the purposes of Railways Nos. 1 and 2 authorised by the Act of 1900 are hereby further extended and may be exercised by the Company during but not after a period of two years from the passing of this Act.

Further  
extension of  
time for  
construction  
of Railways  
Nos. 1 and 2  
authorised  
by Act of  
1900.

4. The time limited by the Act of 1900 as extended by the Act of 1912 for the construction and completion of the said Railways Nos. 1 and 2 is hereby further extended for a period of three years from the tenth day of July one thousand nine hundred and seventeen and sections 8 and 9 of the Act of 1900 shall be read and construed accordingly.

If the said railways be not completed within the said period the powers by the said Acts granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall be then completed.

For protec-  
tion of Bred-  
wenarth  
estate.

5. The agreement dated the twenty-sixth day of May one thousand eight hundred and ninety-six and made between Ralph Thurstan Bassett of the one part and the Company of the other part and the agreement dated the second day of March one thousand nine hundred and twelve and made between Dorothy Syssylt Morgan of the first part Herbert Richards Homfray and Charles Leolin Forestier-Walker of the second part Olive Forestier-Walker of the third part Herbert Richards Homfray and Lawrence Gardner Williams of the fourth part and the Company of the fifth part as respectively set forth in the schedule to this Act are hereby confirmed and made binding upon the several parties thereto respectively.

Provision as  
to general  
Railway  
Acts.

6. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Costs of  
Act.

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

The SCHEDULE referred to in the foregoing Act.

A.D. 1914.

AGREEMENT made the twenty-sixth day of May one thousand eight hundred and ninety-six between RALPH THURSTAN BASSETT of Crossways in the county of Glamorgan in this agreement called "the owner" of the one part and the TAFF VALE RAILWAY COMPANY (in this agreement called "the Company") of the other part.

Stamp.

Ten  
shillings.

WHEREAS a Bill is now pending in Parliament intituled "A Bill to empower the Taff Vale Railway Company to construct new railways and other works and acquire lands to amend certain provisions contained in the Acts relating to the Barry Dock and Railway Company and to Bute Docks and for other purposes" hereinafter referred to as "the Bill":

And whereas the Company propose by the Bill to obtain for the purposes of their undertaking compulsory powers over certain lands forming part of an estate in the county of Glamorgan known as the Bredwenarth estate belonging to the owner:

And whereas the Company are further seeking by the Bill to repeal a proviso to section 4 of the Taff Vale Railway Act 1890 protecting part of the said lands of the owner from compulsory purchase:

And whereas the owner presented a petition against the Bill and negotiations took place between the Company and the owner which resulted in the owner agreeing to withdraw his opposition to the Bill and to sell to the Company the lands which they require upon the Company undertaking to observe and perform the stipulations and conditions in these presents contained:

Now these presents witness and it is hereby mutually agreed and declared as follows (that is to say):—

1. The owner will not further oppose the Bill.
2. The Company will withdraw clause 6 of the Bill whereby it is proposed to repeal the said proviso to section 4 of the Act of 1890.
3. In the event of the Bill becoming law and of the railway authorised by the Act of 1890 or of Railway Number 3 described in



A.D. 1914. — the Bill or either of them being constructed the following provisions shall take effect:—

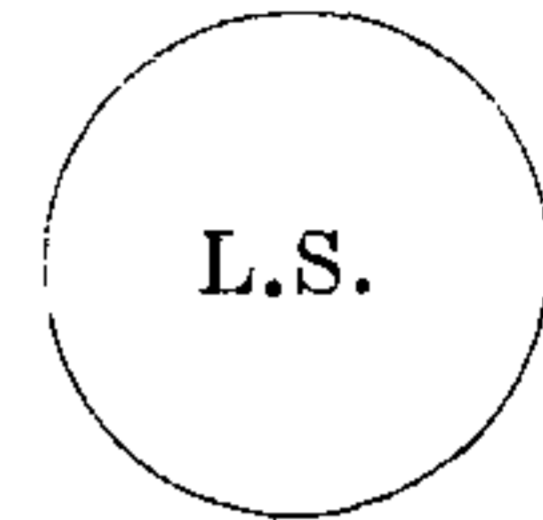
1. The owner shall sell to the Company and the Company shall purchase from the owner so much of the said lands required by the Company for the construction of the lines authorised by the Taff Vale Railway Act 1890 or of the lines which shall be authorised by the Bill. The amount of purchase money to be paid for such lands or any part thereof shall be based on the assumption that they are suitable and ripe for building purposes and shall failing agreement be fixed by arbitration in manner provided by the Lands Clauses Acts:
2. The agreement or award as the case may be as to the amount of purchase money shall specify the sum added to the purchase money of the lands in respect of their value for building purposes:
3. The Company shall pay to the owner a tonnage rate of one halfpenny per ton for the first 100,000 tons and one farthing per ton for any further number of tons of coal in each year raised to the surface south of the point on the authorised line of 1890 measuring along that line from its termination in a north-easterly direction for a distance of  $15\frac{1}{2}$  chains or thereabouts such point being situate in the parish of Pontypridd formerly part of the parish of Eglwysilan in a field numbered 470 on the Ordnance map  $\frac{1}{2500}$  scale of that parish and passing over the land of the owner. Provided that before the owner shall be entitled to receive any sum in respect of such tonnage rates he shall bring into account and allow to the Company a sum equal in amount to the sum specified to have been added to the price of the lands purchased under this agreement in respect of their value for building purposes or in other words the Company shall not be liable to pay any sum in respect of such tonnage rates until the amount of tonnage rates which but for this proviso would have been payable shall exceed the sum brought into account and allowed as aforesaid:
4. The Company shall build a station between the bridge over the Glamorganshire canal known as Pontshonnorton and the northern end of the tunnel for Railway Number 3 shown on the deposited plans and proposed to be authorised by the Bill and shall stop convenient passenger trains at such station:
5. Nothing herein contained shall prevent the owner from utilising for building leases the lands the subject of this agreement.

In witness whereof the owner has hereunto set his hand and the Company have hereunto affixed their common seal the day and year before written. A.D. 1914.

Signed by the said Ralph }  
Thurstan Bassett in the } (Sd.) R. THURSTAN BASSETT.  
presence of

R. W. WILLIAMS Solr.  
Cardiff.

The common seal of the Company was affixed in the }  
presence of



JOHN P. INGLEDEW Solicitor  
Cardiff.

AN AGREEMENT made the second day of March one thousand nine hundred and twelve between DOROTHY SYSSYLT MORGAN the wife of Frederic George Morgan of Boughrood Castle in the county of Radnor Esquire of the first part HERBERT RICHARDS HOMFRAY of Penllyn Castle in the county of Glamorgan Esquire and CHARLES LEOLIN FORESTIER-WALKER of Park House Rhiwderin in the county of Monmouth Esquire (the present trustees of the settlement dated the thirteenth day of April one thousand eight hundred and ninety-eight made on the marriage of the said Dorothy Syssylt Morgan and Frederic George Morgan) of the second part OLIVE FORESTIER-WALKER the wife of Roland Stuart Forestier-Walker of Ingleburne Malmesbury in the county of Wilts Esquire of the third part the said HERBERT RICHARDS HOMFRAY and LAWRENCE GARDNER WILLIAMS of the city of Cardiff gentleman (the present trustees of the settlement dated the thirteenth day of April one thousand nine hundred and four made on the marriage of the said Olive Forestier-Walker and Roland Stuart Forestier-Walker) of the fourth part and the TAFF VALE RAILWAY COMPANY (hereinafter called "the Company") of the fifth part.

Stamp.



WHEREAS a Bill is now pending in Parliament intituled "A Bill to confer further powers upon the Taff Vale Railway with reference to the construction of works and the acquisition of lands and for other purposes" hereinafter referred to as "the Bill":

And whereas by clauses 22 23 24 and 25 of the Bill the Company seek to acquire or revive compulsory powers for the purchase of certain lands forming part of an estate of which the said Dorothy Syssylt



A.D. 1914. Morgan and Olive Forestier-Walker under the trusts of their respective marriage settlements are tenants for life in equal undivided moieties and known as the Bredwenarth estate at Pontypridd in the county of Glamorgan and also seek further extensions of time for the construction of Railway Number 1 authorised by their Act of 1890 and Railway Number 3 authorised by their Act of 1896:

And whereas there are other provisions in the Bill which do or may affect the interests of the said Dorothy Syssylt Morgan and Olive Forestier-Walker (hereinafter called "the landowners") and the persons entitled in remainder or reversion under the said respective marriage settlements (hereinafter called "the remaindermen"):

And whereas in the exercise of compulsory powers contained in the Taff Vale Railway Acts 1890 and 1896 and any other Acts thereto them enabling the Company by an indenture of assignment dated the seventh day of December one thousand nine hundred and six purchased from one William Clement Hinckley the leasehold interest of the said William Clement Hinckley of and in certain pieces or parcels of land therein specifically described and delineated on the plan attached to the now reciting assignment and held by the said William Clement Hinckley from the landowners or their predecessor in title under two building agreements dated respectively the twenty-fourth day of November one thousand nine hundred and three and the first day of November one thousand nine hundred and four but have not yet purchased or acquired from the landowners the freehold interest of the landowners of and in the same pieces or parcels of land:

And whereas the landowners have contended that the Company are liable either to carry out the covenants and obligations to be performed by the lessee contained in the aforesaid building agreements or to make compensation to the landowners in respect thereof:

And whereas by an agreement dated the twenty-sixth day of May one thousand eight hundred and ninety-six and made between Ralph Thurstan Bassett of Crossways in the county of Glamorgan (the predecessor in title of the landowners) of the one part and the Company of the other part certain terms and conditions were agreed with regard to the acquisition by the Company of certain portions of the said Bredwenarth estate at Pontypridd and as to the construction of the railways by the aforesaid Acts authorised or one of them:

And whereas it is expedient that in the events which have since happened the terms and conditions of the lastly hereinbefore recited agreement should be revised and that the various questions outstanding between the landowners and the Company arising out of the matters and things aforesaid should be settled:

And whereas the parties hereto of the second and fourth parts are under the provisions of the said respective marriage settlements

trustees of such settlements respectively for the purposes of the Settled Land Acts 1882 to 1890: A.D. 1914.

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

1. The landowners will not oppose or hinder the passage of the Bill through Parliament.

2. The Company will at the request of the landowners on the signing of this agreement pay to the parties hereto of the second part the sum of four hundred and thirty-seven pounds and ten shillings and to the parties hereto of the fourth part the sum of four hundred and thirty-seven pounds and ten shillings making in all the sum of eight hundred and seventy-five pounds which sum it is expressly agreed shall be paid to and received by them respectively and acknowledged by the landowners to be in full discharge and satisfaction of all compensation for damages present and future for severance caused by the purchase by the Company of the leasehold interest of the lands let to the said William Clement Hinckley under the aforesaid building agreements also for non-compliance or non-performance (if any) by the Company or by the aforesaid William Clement Hinckley of any covenants and conditions in the said building agreements or either of them contained and also in respect of all damage whether by severance or otherwise present or future to the back land of the landowners caused by the necessity for any alteration or revision of their building scheme. The aforesaid sum of eight hundred and seventy-five pounds is to include all costs and fees due to the solicitors and agents of the landowners and of the said parties hereto of the second and fourth parts.

3. If the Company shall hereafter purchase and acquire from the landowners the freehold of the whole or any portion of the land comprised in the aforesaid building agreements to the said William Clement Hinckley it is agreed that no further sum shall be claimed from or paid by the Company to the landowners or the remaindermen or any person deriving title from or through them in respect of severance of the said land or any part thereof.

4. The said sum of eight hundred and seventy-five pounds is paid in respect of the whole of the aforesaid pieces or parcels of land let to the said William Clement Hinckley under the aforesaid building agreements both on the south-east side of the main road between Cardiff and Merthyr and on the north-west side thereof and for the purposes of identification both as to the leasehold interest of the said William Clement Hinckley acquired by the Company under the aforesaid assignment of the seventh day of December one thousand nine hundred and six and the freehold interests of the landowners in respect thereof a plan of the said pieces or parcels of land is attached to this agreement on which the same are coloured pink yellow and blue.



A.D. 1914.

5. Pending the construction of their railway and works the Company or their sequels in title shall be entitled to use the aforesaid land for market gardens or any like purposes but no permanent buildings shall be erected thereon without the consent of the landowners or the remaindermen or their sequels in title first had and obtained.

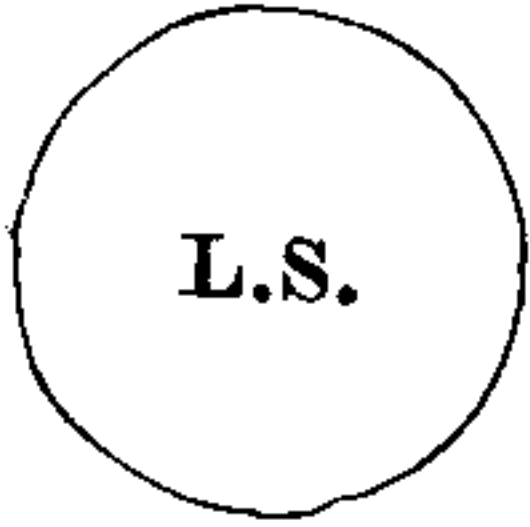
6. Subject to the modifications hereinafter mentioned the aforesaid agreement of the twenty-sixth day of May one thousand eight hundred and ninety-six shall be renewed for seven years from the twenty-sixth day of May one thousand nine hundred and twelve and shall remain effective and binding upon the parties hereto. The following modifications and alterations shall be made in the said agreement (that is to say):—

- (A) The words in clause 3 subsection 1 thereof “shall be based  
“ on the assumption that they are suitable and ripe for  
“ building purposes and ” shall be omitted:
- (B) Clause 3 subsection 2 thereof shall be cancelled:
- (C) The proviso in clause 3 subsection 3 thereof for setting off a portion of the tonnage rates against the sum allocated to building value shall be cancelled:
- (D) Clause 3 subsection 4 thereof imposing an obligation upon the Company to build a station shall be cancelled:
- (E) The said tonnage rates in clause 3 subsection 3 thereof shall apply to coke and anything manufactured from coal as well as to coal as therein expressed:
- (F) It is agreed that during the aforesaid period of seven years the Company shall have the right at any time to acquire for the construction of any railways authorised as aforesaid the landowners’ interest in any portion of the said Bredwenarth estate included within the compulsory powers of the Taff Vale Railway Acts 1890 and 1896 as from time to time extended or revived notwithstanding that compulsory powers for the acquisition of such land and the landowners’ interest therein may not exist or may have expired but during the same period and pending the delivery by the Company to the landowners of any notice to acquire the aforesaid land or any part thereof the landowners and the remaindermen shall be as free to sell lease or otherwise deal with their aforesaid land and any part thereof as if the Company had not obtained any compulsory powers in respect thereof under their aforesaid Acts of 1890 or 1896 or otherwise.

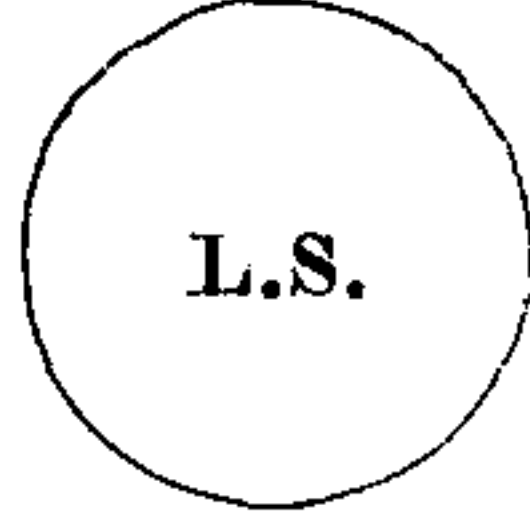
7. The said agreement of the twenty-sixth day of May one thousand eight hundred and ninety-six and this agreement shall on the request of either party be scheduled to the Company’s next or subsequent Bill in Parliament after the session 1912.



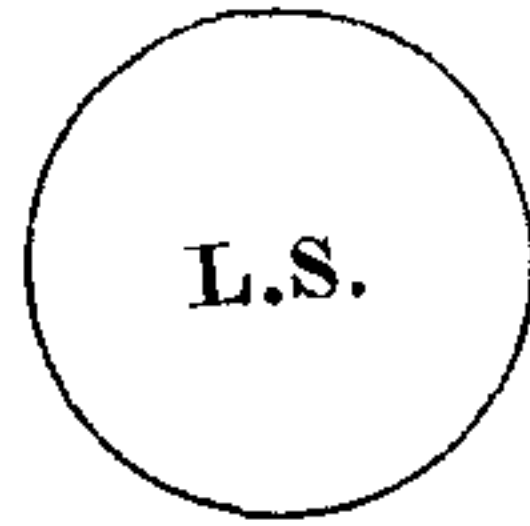
As witness the hands and seals of the parties hereto of the first four parts and the common seal of the Company of the fifth part. A.D. 1914.

Signed sealed and delivered }  
by the before-named } (Sd.)  
Dorothy Syssylt Morgan in } DOROTHY S. MORGAN.   
the presence of

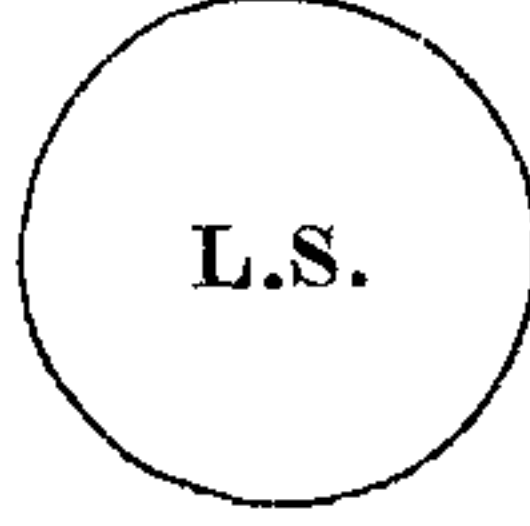
F. MIKLEN  
• Boughrood Castle Butler

Signed sealed and delivered }  
by the before-named } (Sd.)  
Herbert Richards Homfray } H. R. HOMFRAY.   
in the presence of

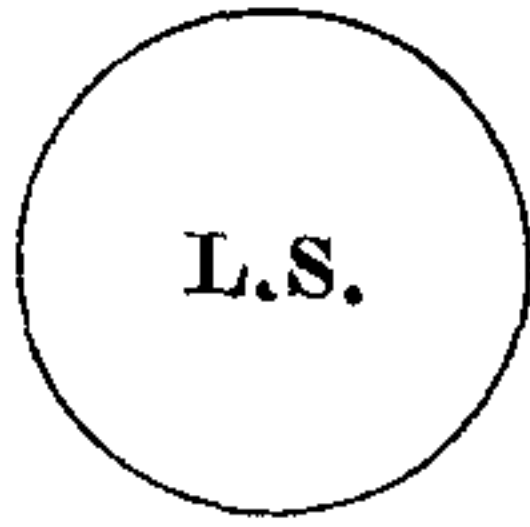
J. W. WESTMAN Butler  
Penllyn Castle

Signed sealed and delivered }  
by the before-named } (Sd.)  
Charles Leolin Forestier- } CHAS. LEOLIN  
Walker in the presence of } FORESTIER-WALKER. 

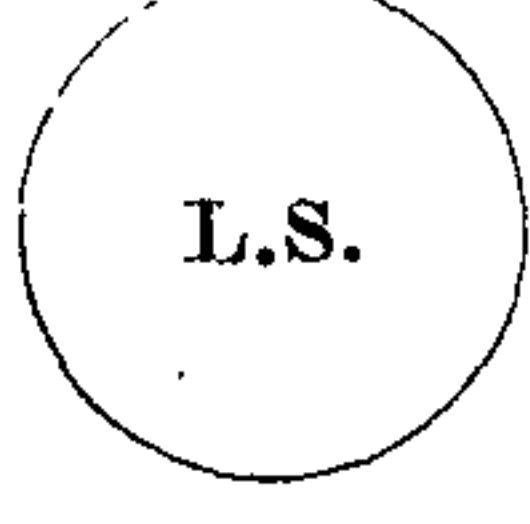
LEONARD BAKER Chauffeur  
Park Cottage Rhiwderin Mon.

Signed sealed and delivered }  
by the before-named Olive } (Sd.)  
Forestier-Walker in the } OLIVE  
presence of } FORESTIER-WALKER. 

ALICE LOVELL  
Ingleburne Malmesbury  
Wilts Lady's Maid

Signed sealed and delivered }  
by the before-named } (Sd.)  
Lawrence Gardner Williams } L. G. WILLIAMS.   
in the presence of

J. H. PRICHARD Solicitor  
Cardiff

The common seal of the Taff Vale Railway Company }  
was hereunto affixed in the presence of } 

EDWD. EDWARDS Secy.

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