



ANNO TRICESIMO & TRICESIMO PRIMO

# VICTORIÆ REGINÆ.

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## *Cap. cxx.*

An Act for authorizing the Maintenance and Repair of the Road leading from *Cardiff* to *Penarth*, with the Bridges thereon, and the Construction of a new Road and Bridge, and the levying of Tolls ; and for other Purposes.

[15th July 1867.]

**W**HEREAS at the Date of the Memorandum of Agreement of the 12th Day of *April* 1851, herein-after more particularly mentioned, and intended to be by this Act confirmed, the Lands by that Agreement affected, which are situate at and near *Cardiff* in the County of *Glamorgan*, were and the same now are vested in or managed by Trustees for the Time being acting under the Wills of the late Marquess of *Bute* and Earl of *Plymouth* respectively (which Trustees for the Time being are in this Act referred to severally as the Trustees of the *Bute* Estate and the Trustees of the *Windsor* Estate, and jointly as the Trustees of the Two Estates): And whereas by the said Memorandum of Agreement dated the 12th Day of *April* 1851 it was agreed between the several Parties thereto, being the Trustees of the Two Estates, and other Persons having Rights or Interests in or relating to the same, to make a Carriage Road shown on the Plan thereunto annexed on, over, and across the Lands, Part of the Estates devised by the said Wills, respectively shown and

Memoran-  
dum of  
Agreement  
dated 12th  
April 1851.

[*Local.*]

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distinguished

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distinguished on the said Plan, commencing at a Point marked A thereon situate on Land in the Parish of *St. Mary* in the Town of *Cardiff*, and terminating at a Point marked B thereon in the Road leading from *Landough* to *Sully*, together with all the Bridges, Culverts, Embankments, and other Works necessary for the same, and it was agreed that One Half of the Costs and Expenses attending the Completion of the said Road and Works should be borne and paid by or on behalf of the Trustees of the *Windsor* Estate, and the other Half by the Trustees of the *Bute* Estate: And whereas it was by the same Agreement further agreed (among other things) that the said Road when completed should be open for Carriages, Carts, Passengers, and Traffic over and along the whole Extent thereof on Payment of Tolls not exceeding the Rates for the several Sorts of Traffic authorized to be charged by the Road Commissioners under the *South Wales* Turnpike Act, and that a Toll House and Bar should be erected at the like joint Expense at the Point of the said Road marked C on the said Plan, and that the net Proceeds of the Tolls (after deducting Expense of Collection) should be applied in the first place in or towards defraying the Expense of the necessary Repairs of the Road and Works, and that the Surplus should be divided in equal Shares between the Trustees of the Two Estates, and that if the net Proceeds of the Tolls should not amount to the Expenses incurred in collecting the same, including Law and other necessary Expenses, and in maintaining the Road and Works, any Deficiency should be paid jointly and in equal Shares by those Trustees; and Provision was made by the Agreement for the meeting of the Land Agents of those Trustees half-yearly for the Purpose of settling the Amount of the Tolls to be paid, and for other Purposes connected with the Road: And whereas it was by the same Agreement further agreed (among other things) that the Trustees of the *Windsor* Estate should be at liberty at their own Expense to make a Branch Road, with the necessary Culverts and other Works for the Accommodation of their Trust Property at *Penarth*, on and over the Land of the Trustees of the *Bute* Estate, and to join the intended Main Road at a Point in the Agreement described, and that no Charge for Land or Compensation should be made by the last-mentioned Trustees in respect of such Branch Road, and no other or greater Toll should be charged in respect of the Use thereof than the Tolls or Rates above referred to, such Branch Road being maintained and kept in repair at the sole Expense of the Trustees of the *Windsor* Estate: And whereas the said Agreement is set out in full in the First Schedule to this Act, and a Copy of the Plan therein referred to, authenticated by the Signature of the Chairman of Committees of the House of Lords, has been deposited with the Clerk of the Peace for the County of *Glamorgan*: And whereas in accordance with the Terms of the said Agreement, and soon after the Date thereof, the Road thereby agreed to

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to be made was constructed by and at the joint Cost of the Trustees of the Two Estates, and the Branch Road was constructed at the Expense of the Trustees of the *Windsor Estate* (which Road diverted as herein-after mentioned and Branch Road together are in this Act referred to as the existing Road): And whereas the existing Road has since its Construction been kept in repair in accordance with the Terms of the said Agreement, and Tolls have been levied on the existing Road and applied under and in pursuance of the said Agreement: And whereas the existing Road as first made began at the Point marked A on the Plan referred to in the Agreement of the Twelfth Day of *April* One thousand eight hundred and fifty-one, situate on the Road or Wharf adjoining the *Glamorganshire Canal* in the Town of *Cardiff*, but was subsequently diverted so as to pass under the Railway then of the *South Wales* and now of the *Great Western Railway Company*: And whereas the Passage under the Railway is low and narrow and in other respects inconvenient: And whereas there are Two Bridges in the Line of the existing Road, namely, one over the River *Taff* near the Town of *Cardiff*, and the other over the River *Ely* in the Parish of *Leckwith*, which Bridges are constructed of Timber and are now much deteriorated, and it is expedient that the Trustees of the Two Estates be authorized to repair and maintain those Bridges: And whereas the Trustees of the Two Estates are desirous of making a Road and Bridge in manner following; namely,

A Road beginning at a Point where *Grange Town* commences, near the Boundary between the Parish of *St. Mary Cardiff* and *Landaff*, and proceeding to a Point a little to the North of the *Great Western Railway Company's Bridge* over the River *Taff*, and thence across that River by a Bridge in a Line with *Wood Street, Temperance Town*, leading into *St. Mary Street, Cardiff*; And it would be of great local Advantage and it is expedient that they be authorized to do so, and that the recited Agreement of the 12th Day of *April* 1851 be confirmed subject to the Provisions of this Act, and that such other Provisions as are in this Act expressed be made with reference to the existing Road, and the Maintenance, Repair, Improvement, and Alteration thereof: And whereas the Objects aforesaid cannot be attained without the Authority of Parliament: And whereas a Plan and Section describing the Lines, Situations, and Levels of the intended Road and Bridge, and a Book of Reference to that Plan containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of Lands in the Line of the proposed Diversion, or within the Limits of Deviation as defined on the Plan, and describing those Lands, have been deposited with the Clerk of the Peace for the County of *Glamorgan* (and such Plan and Section and Book of Reference are in this Act referred to as the deposited Plan and Section and Book of Reference): May it therefore please Your Majesty that it may be enacted;

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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; (that is to say,)

Short Title. 1. This Act may be cited as *The Cardiff and Penarth Road Act, 1867.*

Public General Acts herein named incorporated. 2. The following Acts and Parts of Acts (as far as they are applicable for the Purposes and not inconsistent with the Provisions of this Act) are hereby incorporated with this Act; (that is to say,) The Lands Clauses Consolidation Act, 1845, except so far as the same relates to the Purchase of Lands otherwise than by Agreement, The Lands Clauses Consolidation Acts Amendment Act, 1860, Section 17 of The Railways Clauses Consolidation Act, 1845, and Sections 15 to 19 (both inclusive) of The Railways Clauses Act, 1863; and in construing those Sections the Expressions "Work" and "Railway" shall be read and taken as including the Road and Bridge respectively by this Act authorized.

Confirmation of Agreement in Schedule. 3. Subject to the Provisions of this Act, the Agreement of the 12th Day of *April* 1851, set out in the First Schedule to this Act, is hereby confirmed as from the Date thereof, and the same shall be and be deemed to have always been lawful, valid, and binding to all Intents, and the Trustees of the Two Estates may at their joint Expense maintain and from Time to Time improve the existing Road and the Bridges thereon to which the said Agreement relates in manner in that Agreement mentioned.

As to Custody of Map. 4. The Clerk of the Peace for the County of *Glamorgan* shall keep the said Copy of the Plan referred to in the said Agreement of the 12th Day of *April* 1851 in like Manner and subject to the like Provisions in and subject to which he is by Law required to keep the deposited Plan and Section and Book of Reference.

Power to make Works and take Lands according to deposited Plans. 5. Subject to the Provisions of this Act and of the Acts incorporated with this Act, the Trustees of the Two Estates may at their joint Expense in equal Shares make, execute, and maintain in the Lines and Situations and according to the Levels described on the deposited Plan and Section the Road, Bridge, and other Works shown on the deposited Plan, and may from Time to Time at their joint Expense in equal Shares set up, make, repair, maintain, or remove such Gates, Toll Houses, Fences, and Conveniences connected therewith as they think fit, and may at their joint Expense in equal Shares purchase, and may enter on, take, hold, and use, all or such of the Lands described in the deposited Plan and Book of Reference as they require for that Purpose; but nothing in this Act shall authorize the Trustees

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Trustees of the Two Estates to take any Land, or to execute any Works on any Land, without the Consent of the Owners and Occupiers thereof.

6. If any Omission, Mis-statement, or erroneous Description is found to have been made of any Lands, or of any Owners, Lessees, or Occupiers of any Lands, described or intended to be described in the deposited Plan or Book of Reference, the Trustees of the Two Estates may apply to Two Justices for the Correction thereof, after giving Ten Days Notice to the Owners of the Lands affected by the proposed Correction; and if it appears to such Justices that the Omission, Mis-statement, or erroneous Description arose from Mistake, they shall certify the same accordingly, stating the Particulars of the Omission, Mis-statement, or erroneous Description; and such Certificate shall be deposited with the Clerk of the Peace for the County of *Glamorgan*, and shall be kept by him with the other Documents to which it relates, and subject and according to the same Enactments and Provisions as apply to those other Documents, and thereupon the deposited Plan or Book of Reference shall be deemed to be corrected according to the Certificate.

Errors and Omissions may be corrected by Justices, who shall certify the same, &c.

Certificate to be deposited.

7. If the Works by this Act authorized are not completed within Five Years from the passing of this Act, then on the Expiration of that Period the Powers by this Act granted to the Trustees of the Two Estates for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Period for Completion of Works.

8. The Trustees of the Two Estates in the Construction of the Works authorized by this Act may deviate laterally from the Lines thereof as shown on the deposited Plan to the Extent of the Limits of Deviation marked thereon, and may deviate vertically from the Levels thereof shown on the deposited Section to any Extent not exceeding Ten Feet: Provided that no Deviation, either laterally or vertically, shall be made from those Lines or Levels where the Works are carried under the *South Wales* Railway, or through the Lands or Property of the *Great Western* Railway Company, without the Consent in Writing of that Company under their Common Seal.

Power to deviate.

9. On the Completion of the new Road and Bridge authorized by this Act the same shall be opened and shall thenceforth continue open for public Use, subject to the Provisions of and the Tolls authorized by this Act, and as between the Trustees of the Two Estates respectively the new Road and Bridge shall be in all respects in the same Position as if the same had been originally provided for by the said Agreement as Part of the existing Road.

Opening of Road for public Use.

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Tolls in  
Second  
Schedule.

10. The Tolls to be taken in respect of the existing Road and Bridges, and of the new Road and Bridge authorized by this Act, shall be Tolls not exceeding those specified in the Second Schedule to this Act, and shall be collected by such Persons as the Trustees of the Two Estates from Time to Time appoint, subject and according to the Regulation in that Schedule contained; provided that no Toll be taken for that Part of the existing Road and Bridge over the River *Taff* situate Eastwards of the Point where the *Clive Road* joins the existing Road, and no Toll be payable by any Officer of Customs who may pass and repass over and along the existing Road, or over and along the new Road and Bridge, whilst in the Performance and Execution of his Duty as such Officer.

Exemption  
from Toll.

11. All Exemptions from Tolls contained by express Enactment, or by reference in the Act of the Session of the Seventh and Eighth Years of Her Majesty's Reign (Chapter 91), "to consolidate and amend the Laws relating to Turnpike Trusts in *South Wales*," except the Exemption contained in Section 52 of that Act, are hereby extended to this Act and made applicable thereto as if the same had been expressly re-enacted in this Act, and as if the existing Road and new Road formed a Turnpike Road within the Provisions of that Act.

Power to  
stop Persons  
refusing to  
pay Toll, &c.

12. If any Person who ought to pay any Toll under this Act, after Demand thereof by a Collector appointed to receive Toll, neglects or refuses to pay the same or any Part thereof, such Collector by himself, or taking such Assistance as he thinks necessary, may stop and prevent the Passage of such Person, and of the Animal or Vehicle in respect of which the Toll ought to have been paid, until full Payment thereof is made, or may seize and distrain such Animal, together with its Gear, Harness, and Accoutrements, or any such Vehicle, or any Article or Thing in or upon such Animal or Vehicle or belonging to such Person, and if the Toll due and the reasonable Charges of such Seizure and Distress are not paid within Four Days thereafter may sell the Animal, Vehicle, and Things seized or distrained, or any Part thereof, returning to the Owner thereof on Demand what remains unsold, and the Surplus (if any) of the Proceeds of the Sale, after the Deduction of Toll and the reasonable Charges occasioned by the Seizure, Distress, or Sale.

Penalty for  
evading Toll.

13. If any Person evades the Payment of any Toll authorized by this Act, or forcibly passes along any Part of the Roads or Bridges to which this Act relates, or through any Toll Gate without having paid the Toll, or assaults, interrupts, or obstructs any Collector or Person employed in the Collection of Toll, every such Person shall for every such Offence be liable on summary Conviction to a Penalty not exceeding Five Pounds.

14. If

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14. If any Toll-Collector or other Person employed by the Trustees of the Two Estates is discharged or suspended from his Office, or dies, or absents himself, and he, or his Wife or Widow, or any of his Family, or any Representative of him, refuses or neglects, after Seven Days Notice in Writing for that Purpose, to deliver up to the Trustees, or to any Person appointed by them in that Behalf, any Dwelling House, Office, or other Building, with its Appurtenances, or any Books, Papers, or other Matters belonging to the Trustees in the Possession or Custody of such Collector or Person at the Occurrence of any such Event as aforesaid, then, on the Order of a Justice made on the Application of the Trustees, a Constable with proper Assistance may enter into the House, Office, or Building, and remove any Person found therein and take possession thereof, and of any Books, Papers, or other Matters, and deliver the same to the Trustees, or any Person appointed by them in that Behalf.

Delivery of House in Possession of Toll Collector, &c.

15. The Trustees of the Two Estates may from Time to Time by Writing under their Hands appoint Two or more Persons to be the Managers of the Roads and Bridges to which this Act relates, or any Part thereof respectively, and Notice shall be published in the *London Gazette* and by Advertisement inserted once in each of Two successive Weeks in a Newspaper or Newspapers published or circulating in *Cardiff*, stating the Names and Addresses of the Managers on their First Appointment, and on every subsequent Change among them.

Appointment of Managers.

16. The Managers for the Time being may exercise and perform all such of the Powers and Duties conferred and imposed on the Trustees of the Two Estates by this Act, or otherwise in relation to the Roads and Bridges to which this Act relates, as are to be exercised and performed after the opening for public Use of the new Road and Bridge; but nothing herein shall relieve the Trustees of the Two Estates from the Obligation of maintaining and repairing the existing Road and the new Road and Bridge.

Powers and Duties of Managers.

17. The Trustees of the Two Estates may from Time to Time enter into and execute Agreements with the County Roads Board for the County of *Glamorgan*, the Highways Board for the Time being for the District, or the Local Board of Health for the Borough of *Cardiff*, for the Transfer to such County Roads Board, Highways Board, or Local Board of Health of the Roads and Bridges to which this Act relates, or any of them, or any Part thereof respectively, on such Terms and Conditions with respect to the Maintenance, Repair, Management, and Control thereof respectively as may be agreed on, and such County Roads Board, Highways Board, and Local Board of Health respectively shall, by virtue of this Act, have full Power to enter into and execute such Agreements on their Part accordingly.

Transfer to County Roads Board, &c. by Consent.

18. From

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Extension of Powers, &c. after Determination of the Trusts to Reversioners.

18. From and after the Determination of the Trust Term under which the Trustees of the *Bute* Estate act, the Person and Persons who from Time to Time is and are, under the Limitations of the Will of the late Marquess of *Bute*, entitled in possession to the Rents, Issues, and Profits of the Lands comprised in that Term, shall from Time to Time have and discharge all such Rights, Interests, Powers, Authorities, and Duties with reference to the Roads and Bridges to which this Act relates as are by this Act conferred or imposed on the Trustees of the *Bute* Estate; provided that any Liability arising under this Section to such Person or Persons shall be a Charge only upon the Rents, Issues, and Profits of the *Bute* Docks at *Cardiff*, the same being Part of the *Bute* Estate; and from and after the Determination of the Limitation by virtue of which the Trustees of the *Windsor* Estate now act, the Person or Persons who from Time to Time is and are, under the subsequent Limitations of the Will of the late Earl of *Plymouth*, entitled in possession to the Rents, Issues, and Profits of the Lands which are devised by that Will, shall from Time to Time have and discharge all such Rights, Interests, Powers, Authorities, and Duties with reference to the Roads and Bridges to which this Act relates as are by this Act conferred or imposed on the Trustees of the *Windsor* Estate; provided that any Liability arising under this Section to the last-mentioned Person or Persons shall be a Charge only upon the Rentcharges payable by the *Penarth* Harbour Dock and Railway Company under the Agreements set forth in the Third and Fourth Schedules annexed to the *Baroness Windsor's* Estate Act, 1857; provided further, that any Surplus of the Tolls received under this Act, after defraying the Expense of maintaining the Roads and Bridges to which this Act relates, shall be annually divided in equal Shares between the Owners of the *Bute* Docks and the Owners of the before-mentioned Rentcharges.

Not to acquire an Ownership in Land belonging to the Great Western Railway Company but only an Easement.

19. The Trustees of the Two Estates shall not, for the Purpose of making the new Road under the *South Wales* Railway, or on any Land or Property of the *Great Western* Railway Company, without the Consent of that Company, acquire any Ownership of or in any Land or Property of that Company, but the Trustees of the Two Estates may acquire, and the *Great Western* Railway Company shall grant, an Easement or Right of using so much of that Company's Land or Property as may be required for the Purpose of the new Road; but without such Consent as aforesaid the Land or Property over which that Easement or Right of User shall extend shall not exceed Forty Feet in Width.

Works under *South Wales* Railway to be executed

20. The Works by this Act authorized to be executed under the *South Wales* Railway shall be done to the reasonable Satisfaction of the Engineer for the Time being of the *Great Western* Railway Company,



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Company, and the Trustees of the Two Estates shall construct such Guards or other Works as that Engineer shall consider necessary for the Protection of the Bridge belonging to the *Great Western Railway Company*, or any Part thereof, under which Bridge the new Road is intended to pass; and if any Difference shall arise as to any of the Matters by this Section referred to between that Engineer and the Engineer of the Trustees of the Two Estates, the same shall be determined by some disinterested Person to be appointed by the Board of Trade for that Purpose upon the Application of either of the Parties in difference.

to the Satisfaction of the Great Western Company's Engineer.

21. In the event of the *Great Western Railway Company* being required to erect Works in the Nature of a Screen to obviate or lessen Danger in consequence of Horses being frightened by the Sight of the Engines or Carriages travelling upon the Railway, or being required to keep the Arch, or any Part thereof, of the Bridge on the *South Wales Railway* under which the new Road is intended to pass, Water-tight, and as far as practicable to prevent the Percolation or dripping of Water through or from the same, the Trustees of the Two Estates shall, on Demand, from Time to Time repay to the *Great Western Railway Company* all Sums expended by them, and all Costs and Expenses incurred by them in the Construction of such Works, or for the Repair or Renewal of the same, or otherwise in relation thereto, and the Trustees of the Two Estates shall from Time to Time make good to the *Great Western Railway Company* all Costs, Damages, and Expenses for Injury to their Works by or by reason of the Execution or Use or Want of Repair of the new Road.

The Trustees of the Two Estates to repay to the Great Western Railway Company any Sum expended by them on Works with reference to the Road.

22. Nothing in this Act contained shall hinder or prevent the *Great Western Railway Company*, at any Time after the Completion of the new Road, from altering, repairing, reconstructing, or widening the existing Viaduct or Bridge of the *South Wales Railway* over the River *Taff*, or from constructing any new Viaduct or Bridge over the new Road; provided that it shall not be lawful for the said Company unnecessarily to impede the Traffic along the new Road, or do any Act whereby the Roadway thereof may be permanently narrowed to less than Forty Feet in Width, the Level thereof permanently altered, or the Headway under the Railway Bridge reduced to less than Fifteen Feet; and in the event of Difference in reference to any of the Matters mentioned in this Section, the same shall be referred to a disinterested Engineer to be appointed by the Board of Trade on the Application of either of the Parties in difference.

Great Western Railway Company may alter Railway over Road.

23. The Trustees of the Two Estates, or either of them, shall afford to the *Great Western Railway Company* all necessary Facilities to enable them to construct, at the Expense of that Company, a

Trustees to consent to the Great Western

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Railway  
Company to  
make Roads  
to form  
Junctions  
with the  
intended  
Road.

Road from or near to their *Cardiff* Station to the new Road between the Point where the new Road is shown on the deposited Plans as being intended to cross the River *Taff* and the Western End of *Wood Street, Cardiff*, and also to enable them to construct, at their Expense, on the North Side of their Railway a Road to the new Road near the Point where that Road is intended to pass under the *South Wales* Railway Bridge, such Road (when Authority to shut up the existing level Crossing over the *South Wales* Railway in the Parish of *Saint Mary Cardiff* near to the Western End of the Company's Viaduct or Bridge over the River *Taff* has been obtained) to be in lieu of that level Crossing.

Saving for  
Great West-  
ern Railway  
Company.

24. Save as in this Act expressly provided, nothing in this Act shall take away or prejudicially affect any Estate, Right, Interest, or Power of the *Great Western* Railway Company.

Saving  
Agreement  
with Penarth  
Company.

25. Save as in this Act expressly provided, nothing in this Act shall prejudicially affect the Provisions of the Articles numbered Secondly and Thirdly of the Agreement of the 5th Day of *June* 1857, set out in the Fourth Schedule to the *Baroness Windsor's* Estate Act, 1857.

Saving  
Rights of  
the Crown  
in the Fore-  
shore.

26. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Trustees to take, use, or in any Manner interfere with any Portion of the Shore or Bed of the Sea, or of any River, Channel, Creek, Bay, or Estuary, or any Right in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the previous Consent in Writing of the Board of Trade on behalf of Her Majesty (which Consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving  
Powers of  
Local Board.

27. Save as in this Act expressly provided, nothing in this Act shall take away or prejudicially affect any Right, Power, Estate, or Interest vested in or belonging to the Mayor, Aldermen, and Burgeses of the Borough of *Cardiff* as the Local Board of Health for the Borough.

Nothing to  
affect Agree-  
ment with  
Trustees of  
the Bute  
Estate and  
Colonel  
Wood.

28. Save as in this Act expressly provided, nothing in this Act shall prejudicially affect a certain Agreement for Exchange of Lands dated the 3rd Day of *December* 1863, and made between the Trustees of the *Bute* Estate of the one Part, and *Edward Robert Wood* of *Stout Hall* near *Swansea*, Esquire, of the other Part.

29. Save

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29. Save as in this Act expressly provided, nothing in this Act shall prejudicially affect a certain Indenture of Lease dated the 31st Day of *December* 1864, and made between the Trustees of the *Bute* Estate of the one Part, and *Edwin Vachell* of the other Part. Nothing to affect Lease to E. Vachell.

30. All Costs, Charges, and Expenses of and incident to the preparing, applying for, obtaining, and passing of this Act shall be paid by the Trustees of the Two Estates in equal Shares. Expenses of Act.

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The **SCHEDULES** referred to.

**THE FIRST SCHEDULE.**

*Memorandum of Agreement of the 12th Day of April 1851.*

MEMORANDUM OF AGREEMENT made this 12th Day of April 1851 between the Right Honourable Lady Harriet Clive (the Wife of the Honourable Robert Henry Clive, of Oakley Park in the County of Salop,) of the First Part; the said Robert Henry Clive of the Second Part; Robert Clive, Esquire, eldest Son and Heir Apparent of the said Robert Henry Clive and Lady Harriet his Wife, of the Third Part; the Right Honourable William Pitt Earl Amherst and John Drummond, Esquire, Devisees in Trust of the Will of the Right Honourable Other Archer Earl of Plymouth, deceased, of the Fourth Part; the Most Honourable Sophia Frederica Christina Marchioness of Bute, Guardian of the Most Honourable John Patrick Stuart Marquis of Bute, an Infant, of the Fifth Part; the Honourable Patrick James Herbert Crichton Stuart, commonly called Lord James Stuart, of the Sixth Part; and Onesiphorus Tyndall Bruce, Esquire, and James Munro Macnabb, Esquire, Trustees named in and appointed by the Will of the Most Honourable John Crichton Stuart, Marquis of Bute, deceased, of the Seventh Part.

It is hereby agreed by and between the several Parties hereto, so far respectively as they lawfully can or may individually, and not the one for the other of them, or further or otherwise, and in particular as to such of the said Parties as are Trustees only according to their Powers as such, and not further or otherwise, to make and form a certain Carriage Road shown in the Map or Plan hereunto annexed upon, over, and across the Lands Part of the Estates devised by the said Wills respectively, and coloured respectively in the said Map or Plan, that is to say, the Lands belonging to the said late Marquis Red, and the Lands belonging to the said late Earl Green, the said intended Road commencing at a Point marked A in the said Plan situate on the Wharf in the Parish of Saint Mary in the Town of Cardiff, and terminating at a certain Point marked B in the said Plan in the Road leading from Landough to Sully, together with all the Bridges, Culverts, Cuttings, Drains, Embankments, and other Works necessary for the same, and that one Half of the Costs and Expenses attending the Completion of the said Road and Works shall be borne and paid by or on behalf of the said Devisees in Trust of the said Earl of Plymouth, and the other Half by the said Trustees of the said Marquis of Bute.

And it is hereby further agreed that the said Road when completed shall be and remain open for Carriages, Carts, Passengers, and Traffic over and along  
the

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the whole Extent thereof on Payment of Tolls not exceeding the Rates for the several Sorts of Traffic authorized to be charged by the Road Commissioners under the South Wales Turnpike Act, and that a Toll House and Bar shall be erected at the like joint Expense at the Point of the said intended Road marked C in the said Plan, and that the said several Devises in Trust and Trustees shall not nor will permit or suffer any Person or Persons to use or travel upon the Portion of the said intended Road in and over the Lands devised by the said Wills respectively, or any Part thereof, unless or upon the Payment of such Tolls as aforesaid, the Amount of such Tolls being fixed from Time to Time as herein-after mentioned and provided, but shall and will concur in enforcing Payment of the same by all lawful Ways and Means in the Power of them or either of them: Provided always, that the several Tenants and Occupiers for the Time being of the Lands of the said Earl and Marquis, called the Grange, and Dumbal, and Cardiff, and Lequeth Moors, shall be exempt from Payment of Toll for or in respect of the Stock grazing such Lands respectively, and using or travelling upon the said intended Road; and it is further agreed that the net Proceeds of the said Tolls (after deducting Expense of Collection) shall be applied in the first place in or towards defraying the Expense of the necessary Repairs of the said intended Road and Works, without Partiality or Preference as to the Lands on or over which the same may be, and that the Surplus from Time to Time of such net Proceeds shall be divided in equal Shares between the said Devises in Trust of the Earl of Plymouth and the said Trustees of the said Marquis of Bute.

And it is further agreed that if the net Proceeds of the Tolls should not amount to the Expenses which may be incurred in collecting the same, including Law and other necessary Expenses in maintaining the said Road and Works in proper Repair, any Deficiency shall be borne and paid jointly and in equal Shares by the said Devises in Trust and Trustees respectively.

And further that the several Land Agents for the Time being of the said Devises in Trust and Trustees shall meet at the Estate Office of the said Trustees of the Marquis of Bute in the Town of Cardiff the Second Saturday in June and the Second Saturday in December in each Year for the Purpose of settling the Amount of Tolls to be paid for the Use of the Road, and of auditing the Accounts, and transacting any other Business connected with the same, and the Repairs and Management thereof.

And it is further agreed that the Devises in Trust of the said Earl shall be at liberty, at their own Expense, to form and make a Branch Road, with the necessary Culverts and other Works for the Accommodation of their Trust Property at Penarth, on and over the Land of the said Trustees of the said Marquis, and to join the said intended Main Road at a certain Point West of Cogan Pill House at the Entrance of the Cutting there, and that no Charge for Land or Compensation shall be made by the said Trustees of the said Marquis of Bute in respect of such Branch Road, and no other or greater Toll shall be charged or imposed in respect of the Use of such Branch Road than the Tolls or Rates above referred to, such Branch Road being maintained and kept in repair at the sole Expense of the Devises in Trust of the said Earl, and that all such Culverts under the said Branch Road for the Drainage of the adjoining Land as may be required by the Land Agent for the Devises in Trust of the said Marquis shall be made at the Expense of the said Trustees of the said Earl; that the said Roads and Works shall be constructed and

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completed

*The Cardiff and Penarth Road Act, 1867.*

completed by or under the joint Direction of the Land Agents of the said Parties hereto as soon as conveniently may be after the Date of these Presents; and that the said several Devises in Trust and Trustees shall respectively contribute and pay an equal Half Share of the Costs and Expenses to be incurred in and about the Construction and Completion thereof.

And, lastly, it is hereby agreed by and between the said Parties hereto that in case any Difference should arise between the Land Agents of the said several Devises in Trust and Trustees respectively touching any of the Matters hereinbefore referred to them, the same shall be determined by an Umpire to be named and chosen by the said several Devises in Trust and Trustees respectively, or other the Trustee or Trustees for the Time being of the said Wills of the said Marquis and Earl respectively.

In witness whereof the said Parties to this Agreement have hereunto set their Hands the Day and Year first above mentioned.

Witness to the Signature of the above-named Robert } R. H. CLIVE,  
Henry Clive and Lady Harriett Clive, } HARRIETT CLIVE,  
WILLIAM WEIGHT,  
Clerk to Messrs. Lumley, Nicholl, & Co.,  
18, Carey Street, London,  
Solicitors.

Witness to the Signature of the above-named Robert } ROBERT CLIVE.  
Clive, }  
WILLIAM WEIGHT.

Witness to the Signature of John Drummond, } JOHN DRUMMOND.  
Esquire, }  
R. F. BURNETT,  
Clerk to Messrs. Lumley, Nicholl, & Co.

Witness to the Signature of the Earl Amherst, } AMHERST.  
JAMES ABBOTT,  
Butler to Earl Amherst.

Witness to the Signature of the within-named } S. F. C. BUTE.  
Marchioness of Bute, }  
E. P. RICHARDS,  
Cardiff.

Witness to the Signature of the within-named Lord } JAS. STUART.  
James Stuart, }  
HERBERT STUART,  
Tunbridge Wells.

Witness to the Signature of the within-named } O. TYNDALL BRUCE.  
Onesiphorus Tyndall Bruce, }  
JOHN McCLELLAND,  
Falkland, N.B.

Witness to the Signature of the within-named James } J. M. MACNABB.  
Munro Macnabb, }  
THOS LOUND,  
Highfield Park, Hants.

*The Cardiff and Penarth Road Act, 1867.*

## THE SECOND SCHEDULE.

## TOLLS.

	£	s.	d.
For every Horse or other Beast drawing any Coach, Chariot, Berlin, Landau, Landalet, Barouche, Chaise, Phaeton, Vis-à-vis, Calash, Curricule, Car, Chair, Gig, Hearse, Caravan, Litter, or any such like Carriage - - - - -	0	0	6
For every Horse or other Beast, except Asses, drawing any Waggon, Wain, Cart, or other such like Carriage - - - - -	0	0	4
For every Ass drawing any Cart, Carriage, or other Vehicle - - - - -	0	0	2
For every Horse or Mule laden or unladen and not drawing - - - - -	0	0	1½
For every Ass laden or unladen and not drawing - - - - -	0	0	0½
For every Drove of Oxen, Cows, or Neat Cattle, the Sum of Tenpence per Score, and so in proportion for any greater or less Number.			
For every Drove of Calves, Hogs, Sheep, or Lambs, the Sum of Fivepence per Score, and so in proportion for any greater or less Number.			
For every Carriage, drawn or impelled by Steam or other Power other than Animal Power, having Two Wheels - - - - -	0	1	0
For every such last-mentioned Carriage having more than Two Wheels - - - - -	0	2	0

## REGULATION.

No more than One Toll according to the foregoing List of Tolls is payable for the same Animal or Vehicle passing any Number of Times on the same Day on or along the Roads to which the Act relates, or any Part thereof respectively; but this Regulation shall not apply to public Vehicles licensed to ply for Hire, unless the same Passengers are thereby conveyed on the Second and every subsequent Time of passing on or along the Roads as on the First Time of such passing.

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