



CHAPTER clxxvii.

An Act to empower the Taff Vale Railway Company to
construct a new Railway and other Works and acquire
Lands and for other purposes. [6th August 1897.] A.D. 1897.

WHEREAS it is expedient that the Taff Vale Railway Company (in this Act called "the Company") should be empowered to make the new railway and other works and to acquire retain and hold the lands and to exercise the powers in this Act mentioned or referred to :

And whereas plans and sections showing the lines and levels of the railway and works authorised by this Act and plans showing the lands required or which may be taken for the purposes or under the powers of 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 those lands were duly deposited with the clerk of the peace for the county of Glamorgan and are herein-after respectively referred to as the deposited plans sections and book of reference :

And whereas it is expedient that the time now limited for the compulsory acquisition of certain lands which the Company were authorised to acquire by the Taff Vale Railway Act 1890 the Taff Vale Railway Act 1892 and the Taff Vale Railway Act 1894 respectively should be extended as provided by this Act and that the time now limited for the completion of Railway No. 1 authorised by the Taff Vale Railway Act 1890 should be extended :

And whereas it is expedient that the Company should be empowered to run over and use the railways in this Act mentioned in that behalf :

And whereas it is expedient that the Company should be empowered to raise additional capital for the purposes of this Act and for the general purposes of their undertaking :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

A.D. 1897. — May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

Short title. 1. This Act may be cited for all purposes as the Taff Vale Railway Act 1897.

Incorporation of general Acts. 2. The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863 :

The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely) :—

The distribution of the capital of the Company into shares ;

The transfer or transmission of shares ;

The payment of subscriptions and the means of enforcing the payment of calls ;

The forfeiture of shares for non-payment of calls ;

The remedies of creditors of the Company against the shareholders ;

The consolidation of the shares into stock ;

The general meetings of the Company and the exercise of the right of voting by the shareholders ;

The making of dividends ;

The borrowing of money on mortgage or bond ;

The conversion of borrowed money into capital ;

The giving of notices ; and

The provision to be made for affording access to the special Act by all parties interested :

And Part I. (relating to cancellation and surrender of shares)

Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863.

Interpretation. 3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction :

The expression "the railway" means the railway by this Act authorised :

The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute. A.D. 1897.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway herein-after described with all proper stations sidings bridges approaches roads and other works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for that purpose : Power to make railway.

The railway herein-before referred to and authorised by this Act is situate in the county of Glamorgan and is—

A railway three furlongs two chains and ninety links in length commencing in the parish of Whitchurch by a junction with the Company's main line of railway from Cardiff to Merthyr Tydfil and terminating in the parish of Radyr by a junction with the railway of the Penarth Harbour Dock and Railway Company known as and in this Act called "the Penarth branch."

5. The railway shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) be deemed part of the railway of the Company as if the same had been a railway owned by the Company at the date of the passing of the Railway Rates and Charges No. 18 (*Taff Vale Railway &c.*) Order Confirmation Act 1892 and shall for all other purposes be part of the undertaking of the Company as authorised by the *Taff Vale Railway Act 1836*. Rates and charges for railway.

6. If the Company fail within the period limited by this Act to complete the railway the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the railway. The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Imposing penalty unless railway opened within time limited.

A.D. 1897. *Railway and Canal Traffic Act 1854* Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such Court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit named in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty.

7. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit And if no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or if the railway has been abandoned be paid to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

Period for
completion
of railway.

8. If the railway be 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 Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Power to
widen
bridges.

9. Subject to the provisions of this Act the Company may in the lines and according to the levels shown on the deposited plans and sections relating thereto widen the bridges herein-after mentioned

and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference relating thereto as may be required for those purposes all which works and lands are situate in the county of Glamorgan (that is to say) :— A.D. 1897.

They may widen for a distance of fifteen yards or thereabouts on each side thereof the bridge in the parish of Canton carrying the Penarth Harbour branch over York Place Cardiff :

They may widen for a distance of fifteen yards or thereabouts on each side thereof the bridge in the parish of Canton carrying the Penarth branch over the road between Cardiff and Penarth near the Grangetown Station :

They may widen for a distance of fifteen yards or thereabouts on each side thereof the bridge in the parish of Canton carrying the Penarth branch over Virgil Street Cardiff :

They may widen for a distance of twenty yards or thereabouts on each side thereof the bridge in the parish of Canton carrying the Penarth branch over Leckwith Road Cardiff.

10. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon take use and appropriate to the purposes of extending their stations sidings warehouses engine sheds workshops coal wharves depôts and other works and conveniences for the accommodation of their traffic and for other purposes connected with their undertaking all or any of the lands herein-after described delineated on the deposited plans thereof and described in the deposited book of reference relating thereto all which lands are situate in the county of Glamorgan (that is to say) :— Power to acquire lands for general purposes.

Certain lands in the parish of Llandough-juxta-Cardiff on the eastern side of and adjoining the Penarth branch and extending from a point one hundred and fifty yards or thereabouts measured across that branch in a north-easterly direction from the booking office at the Penarth Dock Station to the bridge carrying the said branch over the River Ely :

Certain lands in the parishes of Llandough-juxta-Cardiff and Canton lying on the western side of and adjoining the Penarth branch and between a point one hundred and seventy yards or thereabouts measured in a north-westerly direction from the bridge over the said branch at or near Llandough Lower Junction signal cabin and the bridge carrying the said branch over the Leckwith Road :

Certain lands in the parish of Llandaff lying on the western side of and adjoining the Penarth branch and extending northwards from the public road between Llandaff and

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Fairwater which passes by the house known as Ely Rise to the road between Llandaff and Fairwater which passes by the houses known as Rookwood and Fairwater House.

For protection of Corporation of Cardiff.

11. For the protection of the mayor aldermen and burgesses of the county borough of Cardiff (in this section called "the corporation") the following provisions shall (unless otherwise agreed between the corporation and the Company) have effect (that is to say) :—

- (1) In this section the expression "water main" includes water conduits water mains water pipes and water apparatus and appliances belonging to the corporation :
- (2) Except where expressly varied by or inconsistent with this section the provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to the water mains and to the corporation in respect thereof as though the corporation were a water company or society :
- (3) If any water main of the corporation be rendered unnecessary by reason of interference therewith by any works authorised by this Act the Company shall reimburse the corporation the cost of such main :
- (4) The piers or abutments of every bridge carrying the railway over any road in which any water main of the corporation is laid shall be carried to a depth not less than the depth of the lowest part of the water main where it passes under such bridge and shall be so constructed as not to endanger the safety of such water main nor prevent the corporation at any time reconstructing relaying or repairing the same :
- (5) Any relaying alteration or diversion of any existing or the substitution of any new for any existing water main executed under or rendered necessary by the exercise of the powers of this Act may be effected by the corporation at the cost of the Company provided the corporation give to the Company notice in writing in that behalf within twenty-one days after the date of the submission of the plans sections and specifications relating thereto as required by this section and any new water main and any increased length of any existing water main so rendered necessary shall be provided by and at the cost of the Company Every such relaying alteration diversion and substitution effected by the corporation shall be done to the reasonable satisfaction of the engineer of the Company :
- (6) Except as herein-after in this sub-section provided the Company shall not without the previous consent in writing of the corporation enter upon take or use any portion of the lands

belonging or reputed to belong to the corporation situate in the parish of Canton now used as allotment gardens or of the land adjoining the same a portion of which last-mentioned land has recently been acquired by the corporation and the remainder of which has been agreed to be purchased by the corporation from the Ecclesiastical Commissioners of Great Britain under the powers of the Cardiff Corporation Act 1894 for the purpose of constructing thereon a refuse destructor Provided that the Company may purchase a strip of such lands not exceeding ninety feet in width measured from and parallel with the now existing boundary fence of the Taff Vale Railway: A.D. 1897.

- (7) The Company shall so far as they lawfully can acquire and convey to the corporation a quantity of adjoining land equal in area to that which the Company purchase from the corporation for the purposes of this Act under the provisions of the last preceding sub-section and the powers granted by section 37 of the Cardiff Corporation Act 1894 shall extend and apply to the land so to be conveyed to the corporation:
- (8) The Company shall if they lawfully can on request by and at the expense of the corporation construct a siding to connect their railway with the property belonging or reputed to belong to the corporation numbered on the deposited plans 27 28 and 29 in the parish of Canton in such manner and upon such terms and conditions as to use when constructed as may be agreed upon between the corporation and the Company or failing agreement as may be settled by arbitration as herein-after provided and the Company shall allow the corporation to have the uninterrupted use of such siding at all times upon as advantageous terms in all respects as now are or may be hereafter granted by the Company to any other person similarly using a siding connecting with the railways of the Company:
- (9) The Company shall construct the widened portions of the bridges for carrying the railway and widenings over the roads known as Virgil Street Leckwith Road Penarth Road and York Place (Ferry Road) and respectively numbered on the deposited plans 32 33 34 and 35 in the parish of Canton as flat girder bridges having throughout widths between the abutments (measured on the square) of not less than sixty feet in the case of Penarth Road and fifty feet in the case of each of the other roads and clear heights above the surface of the said roads respectively of not less than sixteen feet when such surface shall be altered as herein-after provided:

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- (10) In order to secure the heights in the last preceding sub-section mentioned the Company may and shall at their own cost lower the surfaces of the several roads therein specified to such an extent as will enable the Company to secure the said heights without altering the levels of their railway. And the water mains in the said roads and street shall be lowered so as to be at a depth of not less than three feet below the surface thereof as altered. The gradients of the said several roads which shall be lowered shall be not steeper than one in forty except York Place which shall not without the consent of the corporation be steeper than one in thirty. Provided nevertheless that the plans sections and specifications of any such lowering and the gradients thereof shall be submitted to the corporation previous to any interference by the Company with the said roads respectively and if within thirty days from such submission no objection be made by the corporation to such plans sections and specifications they shall be deemed to be approved by the corporation :
- (11) Before the Company proceed to construct the bridge widenings referred to in sub-section 9 of this section or any of them they shall give at least two months' notice in writing to the corporation of their intention so to do and if the corporation within two months from the delivery to them of such notice shall require the Company to lengthen the existing bridges carrying their railway over the said roads or any of them the Company shall lengthen the said existing bridges respectively (or such of them respectively as shall be specified in the said notice) to the same span as the widened portion of those respective bridges and the cost necessarily and properly incurred by them in so doing as may be agreed between the Company's engineer and the engineer of the corporation or failing agreement as may be determined by arbitration as herein-after provided shall be paid by the corporation to the Company provided that such cost shall not extend or apply to any lowering of any existing road or street necessary for securing the heights aforesaid :
- (12) The whole of the under side of the ironwork of the said bridges and the widenings thereof shall be painted white and so maintained by the Company and the abutments thereof shall be faced throughout with white glazed bricks and the corporation shall pay to the Company on demand so much of the cost of facing the said abutments with white glazed bricks as shall be properly applicable to facing an area equal to the surface of the existing abutments before lengthening :
- (13) Every bridge and the widenings thereof herein-before provided for shall be constructed and maintained so as to

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prevent as far as practicable the dripping of water therefrom on any part of the roadway or footways thereunder and shall have on either side thereof a substantial parapet or close screen not less than seven feet in height above the level of the rails and the Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of any such bridge parapet or screen any placard or advertisement other than placards or advertisements relating solely to the affairs of the Company and if any placards or advertisements other than as aforesaid be so affixed or exhibited the corporation may cause the same to be removed at the cost of the Company :

- (14) In every case where any bridge widening authorised by this Act shall cross any existing sewer drain or water main or electric wire pipe or apparatus of the corporation the Company shall bear any cost necessarily and properly incurred by the corporation in strengthening and securing any such sewer drain or water main or electric wire pipe or apparatus from all damage which may be occasioned by reason of the execution of any works by the Company and shall for ever uphold and maintain such strengthening works in good and sufficient repair to the reasonable satisfaction of the corporation and the Company shall allow the corporation their officers agents workmen and contractors to have free access at all reasonable times with all necessary materials to any part of the sewer drain or water main or electric wire pipe or apparatus so crossed or interfered with :
- (15) Except as otherwise provided by this Act all works to be executed by the Company under the authority of this Act in any way affecting any lands buildings erections water mains roads footways sewers drains electric wires apparatus or property of the corporation shall (subject in the case of any water main to the right of the corporation to execute the same as herein-before provided) be executed by and at the cost of the Company under the superintendence and to the reasonable satisfaction of the corporation and in accordance with plans sections and specifications approved by them before the commencement of the work Provided that if the corporation fail for a period of thirty days after the submission of the said plans sections and specifications to express in writing their disapproval thereof or their requirements in relation thereto they shall be deemed to have approved thereof The Company shall reimburse the corporation the reasonable cost incurred by them in such superintendence :
- (16) Nothing in this Act shall interfere with the rights or powers of the corporation in relation to the making of new sewers

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and drains or the laying of new water mains or electric wires pipes or apparatus and if the corporation at any time desire to construct or lay any sewer drain water main electric wire pipe or apparatus across or under any railway to be constructed or any land to be acquired by the Company under the powers of this Act the Company shall give the corporation all reasonable facilities free of cost for carrying out the work required for the purposes in this sub-section mentioned but all such work shall be carried out under the superintendence and to the reasonable satisfaction of the engineer of the Company :

(17) If any difference arise between the Company and the corporation touching anything to be done or not to be done or any moneys to be paid under the provisions of this section or as to the interpretation thereof such difference shall unless otherwise agreed upon be settled by an engineer to be appointed upon the application of either of the parties in difference by the President of the Institution of Civil Engineers :

(18) The corporation may (in addition to any moneys they are now authorised to borrow) borrow at interest on the security of the district fund and general district rate of the borough for the purposes of this section (being purposes to which capital is properly applicable and not otherwise) such sum or sums as the Local Government Board may sanction and in calculating the sum the corporation may borrow under any other enactment any sums they may borrow under this section shall not be reckoned and the powers of the corporation as to borrowing and re-borrowing under this section shall not be restricted by any of the provisions of the Municipal Corporations Acts or of the Public Health Act 1875 or of the Local Government Act 1888 :

(19) The provisions of Part XIV. (Finance) of the Cardiff Corporation Act 1894 as far as the same are applicable for the purpose shall subject to the provisions of this sub-section extend and apply mutatis mutandis to and in relation to the borrowing re-borrowing and re-payment of any moneys borrowed for the purposes of this section provided that the period within which the said moneys shall be repaid shall be sixty years from the date of the borrowing thereof and that the date of the first payment by instalments or into a sinking fund shall be the first day of January after such borrowing :

(20) The provisions of this section shall be in addition to and not in derogation of any other provision of this Act or of the Acts or parts of Acts incorporated herewith or of any public

Acts relating to the water supply and works which may exist for the protection or benefit of the corporation. Provided that the corporation shall not be entitled to proceed under more than one enactment with respect to one and the same matter. A.D. 1897.

12. For the protection of the Penarth Urban District Council (herein-after referred to as "the council") the following provisions unless otherwise agreed between the Company and the council shall have effect:—

For protection of Penarth Urban District Council.

- (1) If in the construction of any works carried out under the powers of this Act the Company shall interfere with cross or embank over any sewer or drain belonging to the council or shall in any way affect the sewerage or drainage of the district or any part thereof the Company shall comply with and conform to all reasonable regulations and directions of the council in respect of such interference crossing or embanking and shall make provision for the proper protection of and for preventing injury or impediment to any such sewer or drain and save harmless the council against all and every the expense to be occasioned thereby:
- (2) Where any sewer or drain or any portion thereof belonging to the council is covered over by any work of the Company under the powers of this Act such sewer or drain or the portion thereof so covered over shall thereafter be maintained and kept in good and substantial repair by the Company and to the reasonable satisfaction of the surveyor to the council:
- (3) In case the Company shall make default in the performance of the requirements of this section it shall be lawful for the council to enter in and upon the lands of the Company and to inspect any such sewer or drain and to repair the same without any hindrance by the Company who shall pay to the council all costs and expenses whatsoever incurred by the council in so repairing the said sewer or drain:
- (4) In the event of difference arising between the council and the Company as to the mode of carrying out the provisions of this section the same shall be determined by a person to be nominated by the President of the Institution of Civil Engineers on the application of either party under the provisions of the Arbitration Act 1889.

13. Except by the consent of the Llandaff and Dinas Powis Rural District Council under their common seal the Company shall not in the execution of any of the works by this Act authorised

For protection of Llandaff and Dinas Powis

A.D. 1897. interfere with the under-mentioned works of the said council (that is to say):—

Rural
District
Council.

- (A) Their lamphole and automatic flushing tank in the parish of Whitchurch numbered 16 on the deposited plans relating to such parish :
- (B) Their nine-inch sewer in the said parish numbered 16 on the said plans :
- (C) Their nine-inch sewer in the said parish numbered 22 on the said plans and which sewer joins the sewer of the Ystradyfodwg and Pontypridd Main Sewerage Board.

For pro-
tection of
Ystrady-
fodwg and
Pontypridd
Main
Sewerage
Board.

14. In the event of the railway by this Act authorised being constructed the Company shall at their own expense reconstruct with a cast-iron pipe that portion of the brick culvert or main carrier of the Ystradyfodwg and Pontypridd Main Sewerage Board which will pass underneath the said railway between the boundary fences thereof and such culvert or main carrier shall be so reconstructed to the reasonable satisfaction of the engineer for the time being of the sewerage board and the Company shall at all times thereafter maintain and keep the said pipe passing under the said railway as aforesaid in good and efficient repair.

For pro-
tection of
Pontypridd
Urban
District
Council.

15. For the protection of the Pontypridd Urban District Council the following provision shall have effect (that is to say):—

The Company shall within two years after the passing of this Act complete the new iron girder bridge and works referred to in section 8 of the Taff Vale Railway Act 1892 subject to and in accordance with the provisions of that section.

Confirming
agreement
with Ystrady-
fodwg Urban
District
Council.

16. The agreement made between the Company of the one part and the urban district council of Ystradyfodwg of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Restrictions
on displacing
persons of
labouring
class.

17.—(1.) The Company shall not under the powers of this Act or under the powers of any former Act extended by this Act purchase or acquire in any city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised (as the case may be) were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

- (A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number

of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case ; and

(b) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced :

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the High Court.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the

A.D. 1897. — purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held which they may deem necessary in relation to any scheme under this section and for giving effect to the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under

this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector. A.D. 1897.

(11.) Any houses on any of the lands shown on the plans deposited with reference to this Act or to any former Act the powers of which are extended by this Act occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Local Government Board they might have been sufficient to accommodate.

(12.) For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

18. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. Power to owners to grant easements &c.

19. And whereas in the construction of the railway and works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans Owners may be required to sell parts only of certain lands and buildings.

A.D. 1897. will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner : A.D. 1897.

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

20. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

21. The powers conferred upon the Company by the Taff Vale Railway Act 1890 for the compulsory purchase of lands for the purposes of the Railway No. 1 by that Act authorised as extended by the Taff Vale Railway Act 1895 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. Extension of time for purchase of lands under Act of 1890.

A.D. 1897.

Extension of
time for con-
struction of
Railway
No. 1 autho-
rised by Act
of 1890.

22. The time limited by the Taff Vale Railway Act 1890 for the construction and completion of the Railway No. 1 by that Act authorised as extended by the Taff Vale Railway Act 1895 is hereby further extended for a period of two years from the twenty-fifth day of July one thousand eight hundred and ninety-eight and sections 18 and 19 of the said Act of 1890 and section 15 of the said Act of 1895 shall be read and construed accordingly:

If the said railway be not completed within the said period of two years then on the expiration of that 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.

Extension
of time for
purchase of
lands under
Act of 1892.

23. The powers conferred upon the Company by the Taff Vale Railway Act 1892 for the compulsory purchase of the lands in the parish of Llantwit-fardre described in or required for the purposes of the works authorised by section 4 of that Act and of the lands in the parishes of Whitchurch Llanwonno Aberdare and Ystradyfodwg described in section 5 of the said Act (other than the lands in the parish of Llanwonno secondly described in the said section) as extended by the Taff Vale Railway Act 1895 are hereby further extended and may be exercised by the Company for a period of two years from the twentieth day of June one thousand eight hundred and ninety-seven:

Provided always that nothing in this section contained shall prejudice or affect the rights of any of the parties to the agreement dated the twenty-sixth day of March one thousand eight hundred and ninety-two set forth in the Second Schedule to the Act of 1892 and confirmed by section 12 of that Act:

Provided also that the Company shall not purchase or acquire except by agreement any of the lands numbered on the deposited plans referred to in the said Act of 1892 73 to 83 inclusive in the parish of Ystradyfodwg.

Extension
of time for
purchase of
lands under
Act of 1894.

24. The powers conferred upon the Company by the Taff Vale Railway Act 1894 for the compulsory purchase of the lands which the Company were by section 18 of that Act authorised to acquire are hereby extended and may be exercised by the Company during but not after a period of two years from the seventeenth day of August one thousand eight hundred and ninety-seven:

Provided always that the Company shall not purchase or acquire except by agreement any of the lands numbered on the deposited plans referred to in the said Act 1 to 38 inclusive in the parish of Llanwonno.

25. The provisions of section 165 (penalty on persons obstructing the free course of the railway) of the Local and Personal Act 6 William IV. cap. lxxxii. entitled "An Act for making a railway from Merthyr Tydfil to Cardiff to be called the Taff Vale Railway with Branches" and of section 50 (penalty on persons on foot using the railway) of the Taff Vale Railway Act 1857 shall extend and apply to all railways from time to time belonging to or leased to or worked by the Company.

A.D. 1897.
Provisions
as to tres-
passing on
railways.

26. The Company may run over and use with their engines and carriages officers and servants and for the purposes of their traffic of every description the railways of or belonging to the Pontypridd Caerphilly and Newport Railway Company (herein-after referred to as "the Pontypridd Company") together with the stations sidings roads watering-places water supply booking and other offices warehouses sheds junctions points signals landing places works and conveniences of or connected with the said railways and as regards traffic conveyed by the Company they may demand rates and charges upon and in respect of the said railways and works not exceeding the rates and charges authorised to be demanded in respect thereof by the Pontypridd Company :

Running
powers.

Provided always that nothing herein contained shall directly or indirectly empower the Company or any company or person for the time being working or using the railways of the Company or any part thereof to run over or use the railways of the Rhymney Railway Company except so much thereof as extends from the junction at Penrhos between the railways of the Pontypridd Company and the Rhymney Railway Company and the junction east of Caerphilly between the railways of the Rhymney Railway Company and the Brecon and Merthyr Tydfil Junction Railway Company.

27. The terms conditions and regulations in respect of the said use and the tolls or other consideration to be paid for the same shall (if not agreed upon between the Company and the Pontypridd Company) be from time to time determined by an arbitrator to be appointed on the application of either party by the secretary for the time being of the Railway Clearing House and the decision of such arbitrator shall be binding and conclusive on the parties in difference and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct and either of the parties who shall refuse or neglect to perform observe and conform to any decision given or any regulation made by any such arbitrator in the premises shall forfeit and pay to the other of them as the arbitrator shall determine any sum not exceeding five hundred pounds for every such offence and one hundred pounds for every day during which such offence shall continue.

Terms of
such use.

A.D. 1897.
Byelaws to
be observed.

28. In running over and using the said railways in accordance with the provisions herein-before contained the regulations and byelaws for the time being in force on the undertaking run over and used shall be at all times observed so far as such regulations and byelaws shall be applicable.

For pro-
tection of
Pontypridd
Company.

29. For the protection of the Pontypridd Company the following provisions shall have effect (that is to say):—

(1) During the exercise of the running powers by this Act authorised through rates for goods and mineral traffic shall be put in operation between places on the Company's railway and Newport the through rates being arrived at by adding in each case the rate charged by the Company to or from Pontypridd Junction at Pontypridd to the rate charged by the Pontypridd Company between Pontypridd Junction and Newport. The rates charged by the Pontypridd Company between Pontypridd Junction and Newport in respect of traffic between places on the Company's railway and Newport shall be fixed by the Pontypridd Company but shall not in any case without the consent of the Company be less than the difference between the rates charged by the Company to or from Pontypridd Junction and the rates charged by the Company for like traffic from or to Cardiff Docks:

For the purposes of this section the word "Newport" means the sidings at the junction at Newport between the Pontypridd Company's railway and the railway of the Alexandra (Newport and South Wales) Docks and Railway Company east of the Great Western main line of railway into which the Company have hitherto placed traffic destined for the Alexandra Docks Newport:

(2) Article 4 of the heads of agreement dated the fifteenth day of May one thousand eight hundred and seventy-eight between the Company of the one part and the Pontypridd Company of the other part scheduled to the Pontypridd Caerphilly and Newport Railway Act 1878 and section 25 of the Taff Vale Railway Act 1879 shall apply to traffic conveyed or intended to be conveyed by the Company in the exercise of the running powers by this Act conferred over the railways of the Pontypridd Company and (for the purposes of the said article and section) such traffic shall be deemed to be traffic to and from the railways of the Pontypridd Company and traffic exchanged with the Company within the meaning of the said article and section:

(3) The agreements set forth in the Third Schedule to this Act and dated respectively the twentieth day of June one thousand

eight hundred and eighty-four and the thirtieth day of December one thousand eight hundred and ninety-five are hereby confirmed and made binding upon the Company and the Pontypridd Company respectively : A.D. 1897.

(4) Nothing in this Act contained shall alter or affect the rights and obligations of the Company and the Pontypridd Company under the said heads of agreement dated the fifteenth day of May one thousand eight hundred and seventy-eight and under the said agreements set forth in the Third Schedule to this Act.

30. The provisions contained in section 46 of the Pontypridd As to
agreements
with
Pontypridd
Company. Caerphilly and Newport Railway Act 1878 shall extend and apply to the railway authorised by and constructed under the powers of the Pontypridd Caerphilly and Newport Railway Act 1883 so as to empower the Company and the Pontypridd Company to enter into and carry into effect agreements with respect to the said railway as if that railway had formed part of the railways authorised by the said Act of 1878.

31. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 from time to time raise for the purposes of this Act and for the general purposes of their undertaking being in every case purposes to which capital is properly applicable any additional capital not exceeding in the whole the sum of one hundred and fifty thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partly by any one or more of those modes respectively. Power to
raise
additional
capital.

32. The Company shall not issue any share created under the authority of this Act of a less nominal amount than ten pounds nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof. Shares not to
be issued
until one-
fifth paid.

33. One-fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls and four-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share. Calls.

34. The Company may in respect of the additional capital of one hundred and fifty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole fifty thousand pounds but no part of the said sum of fifty thousand pounds shall Power to
borrow.

A.D. 1897. — be borrowed until shares for so much of the additional capital by this Act authorised as is to be raised by means of shares are issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one-half of so much of such capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued accepted and paid up *bonâ fide* and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if such capital is raised by shares that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

For appointment of a receiver.

35. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal money or principal money and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Existing mortgages to have priority.

36. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act. But nothing in this

section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company. A.D. 1897.

37. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and of section 32 of the Taff Vale Railway Act 1890 Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock. Debenture stock.

38. All moneys raised under this Act whether by shares or stock or debenture stock or borrowing shall be applied only to the purposes of this Act and to the general purposes of the undertaking of the Company being in every case purposes to which capital is properly applicable. Application of moneys.

39. The Company may apply to the purposes of this Act or to the general purposes of their undertaking to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by shares or stock or debenture stock or borrowing by virtue of any Acts relating to them and which may not be required for the purposes to which they are by any such Act made specially applicable. Power to apply corporate funds to purposes of Act.

40. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him But nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845. Interest not to be paid on calls paid up.

41. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking. Deposits for future bills not to be paid out of capital.

42. Nothing contained in this Act shall authorise the Company 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 and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the

Saving rights of the Crown in the foreshore.

A.D. 1897. Board of Trade may give) neither shall anything in this Act 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.

Provision as
to general
Railway
Acts.

43. 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 now in force or which may hereafter pass during this or any future session of Parliament 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.

44. 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 SCHEDULES referred to in the foregoing Act. A.D. 1897.

FIRST SCHEDULE.

Describing PROPERTIES whereof parts only are required to be taken.

No. on deposited plans.	Parish.	Description of Property.
		<i>New Railway.</i>
5	Radyr	- Quarry and works buildings sidings and ponds.
		<i>Additional Lands.</i>
15	Llandough-juxta-Cardiff.	Field rough ground railway sidings bridge telephone posts and wires.
15	Canton - -	Yard.

SECOND SCHEDULE.

THIS AGREEMENT made the second day of July one thousand eight hundred and ninety-seven between the TAFF VALE RAILWAY COMPANY (herein-after called "the Company") of the one part and the URBAN DISTRICT COUNCIL OF YSTRADYFODWG (herein-after called "the Council") of the other part as follows :—

1. The Company hereby releases the Council from their obligation to contribute the sum of five hundred pounds towards the widening of the bridge referred to in section 14 sub-section 4 of the Taff Vale Railway Act 1894.
2. The Company shall within eighteen months from this date erect and complete a bridge over their railway together with a bridge over the river at the spot indicated in the plan hereto annexed and marked "Z" and which

A.D. 1897. — bridges shall be erected in accordance with plans and specifications to be approved by the Council.

3. The Company shall construct the said bridges and proper approaches to the said bridges to the reasonable satisfaction of the Council (the line of the bridges and approaches shall be those defined on the plan marked "Z" with such alterations as circumstances may admit) and shall also construct on the northern side of such road and bridges a pathway six feet wide with proper kerb and channelling and shall macadamise the said approaches the roadway over the said bridges and the said footpath with granite to the satisfaction of the Council and shall also place proper fences on each side of the said approaches to the satisfaction of the Council.

4. The Company shall from time to time and at all times maintain the structural part of the bridge over the railway specified in paragraph 2.

5. The Company shall commence to alter the bridge near the Wattstown Goods Yard referred to in section 14 sub-section 3 of the Act of 1894 within six months from the date of these presents and shall complete the same in accordance with the provisions of the said section 14 sub-section 3 within twelve months from the date of these presents.

6. The Company shall construct under the old bridge near Tylorstown Station a drain of stoneware not exceeding twelve inches in diameter to carry away the surface water which now occasionally overflows the road.

7. In consideration of the premises the Council hereby releases the Company from their obligation under the said Act of 1894 to alter the bridge carrying the Rhondda Fach Branch Railway over the public road leading from Wattstown to Tylorstown referred to in section 14 sub-section 4 of the said Act or to widen that bridge at any time hereafter.

8. The Council so far as it lawfully can or may authorises the Company to cross with an additional line of rails the public road immediately to the south of the Tylorstown Station by means of an extension of the present bridge but so that the span of that portion of the bridge carrying the additional line shall not be greater than that which can be obtained by placing the abutments on the edge of the road as it now exists.

9. The Council shall contribute the sum of five hundred pounds to the Company towards the cost of the new bridges and approaches described in paragraphs 2 and 3 hereof but shall not be called upon to pay the said sum until the said bridges and the approaches thereto have been completed to the satisfaction of the Council.

10. The Council shall take over and maintain as a highway repairable by the inhabitants at large the road and approaches mentioned in paragraph 3 hereof when such road and approaches have been constructed and completed to their satisfaction as aforesaid.

11. This agreement shall be scheduled to the Bill introduced into Parliament this session by the Company.

12. Any dispute arising under this agreement to be referred to a single arbitrator being a civil engineer to be nominated in default of agreement on the application of either party by the President for the time being of the Institution of Civil Engineers and every arbitration shall be deemed to be an

arbitration under the provisions of the Arbitration Act 1889 or any statutory modification thereof. A.D. 1897.

In witness whereof the said Company and the said Council have hereunto respectively caused their common seals to be affixed the day and year first above written.

THIRD SCHEDULE.

(PART I.)

HEADS OF ARRANGEMENT made the twentieth day of June one thousand eight hundred and eighty-four between the TAFF VALE RAILWAY COMPANY (herein-after called "the Taff Vale Company") of the one part and the PONTYPRIDD CAERPHILLY AND NEWPORT RAILWAY COMPANY (herein-after called "the Pontypridd Company") of the other part.

1. Upon the opening of the Pontypridd Company's railway for such goods and mineral traffic as herein-after mentioned the Taff Vale Company will so far as they lawfully can having regard to the existing rights of other companies or persons provide locomotive power and work from the Pontypridd Junction south of Pontypridd all goods and mineral traffic passing from the Taff Vale Railway to the Pontypridd Caerphilly and Newport Railway at Pontypridd Junction and consigned to and destined for Newport and places beyond to interchange sidings at or near the junctions of the Pontypridd Company's railway and the Alexandra Dock Company's railway and will also provide locomotive power and work to Pontypridd Junction all goods and mineral traffic passing over the Pontypridd Company's railway and consigned to places on the Taff Vale Company's system or any intermediate places between the said interchange sidings and Pontypridd.

2. The Taff Vale Company shall not be required to convey from Pontypridd Junction to the said interchange sidings laden trains of less than twenty-five waggons or trucks or to make more than two shunts thereof at the interchange sidings which shall at all times be kept clear for the reception of such laden traffic.

3. The Taff Vale Company shall convey the return empties from the said sidings in fair average trains but the return empties shall be properly sorted and placed ready for their several destinations by the Pontypridd Company.

4. The railways over which the Taff Vale Company shall be required to convey traffic in pursuance of these heads of agreement shall be provided with all necessary sidings signals junctions and other conveniences and the said railways signals sidings junctions and other conveniences shall be maintained in good and efficient working order by the Pontypridd Company who shall erect and maintain and keep supplied a sufficient water tank at a

A.D. 1897. convenient place at the interchange sidings and the Taff Vale Company's engines shall be supplied with water therefrom free of cost.

5. The Pontypridd Company shall pay and discharge all road tolls siding and other charges payable in respect of any traffic which shall be worked by the Taff Company under this agreement and shall provide any extra engine power required for taking traffic up the Machen Incline.

6. The Taff Company shall in respect of coal and coke conveyed by them between the junction at Pontypridd of the Taff Vale Railway and the Pontypridd Caerphilly and Newport Railway and the junction east of Caerphilly of the Rhymney Railway and the Brecon and Merthyr Tydfil Junction Railway and between the Brecon and Merthyr Tydfil Junction Railway and the Alexandra Dock Sidings be paid by the Pontypridd Company one farthing per ton per mile and in the like proportion for a less distance and for other goods such sum as in default of agreement shall be from time to time fixed by an arbitrator appointed by the Board of Trade on the application of either party hereto with the usual Clearing House allowances. The Taff Vale Company shall also in respect of coal and coke traffic conveyed by them between the said junction east of Caerphilly and the said interchange sidings be paid by the Pontypridd Company $24/100d.$ (twenty-four one hundredths of a penny) per ton per mile and in like proportion for a less distance and for other goods such sum as in default of agreement shall be from time to time fixed by an arbitrator appointed by the Board of Trade on the application of either party with the usual Clearing House allowances.

7. All through rates for goods carried to the Taff Vale Company's system over the line of the Pontypridd Company shall be subject to the written consent of the Taff Vale Company or an arbitrator under this agreement.

8. Payment to be made monthly by the Pontypridd Company and that Company to settle with other companies.

9. Signalmen stores and all costs of sidings and junction expenses at and between Pontypridd Junction and the said interchange sidings to be provided by and at the expense of the Pontypridd Company.

10. Until the completion and opening for traffic of the Pontypridd Company's authorised railway between the Brecon and Merthyr Tydfil Junction Railway and the Alexandra Dock Sidings the Taff Company shall work on the terms before mentioned the traffic referred to herein between the said Pontypridd Junction and interchange sidings at Bassaleg to be provided by the Pontypridd Company.

11. Except as herein expressly provided nothing in this agreement shall affect any of the existing agreements between the companies or any provision in force in favour of either company.

12. Any dispute between the parties hereto not otherwise provided for shall be settled in accordance with the provisions of the Railway Companies Arbitration Act 1859.

13. This agreement to remain in force for ten years from the first July one thousand eight hundred and eighty-four and to be afterwards subject to six months' notice on either side.

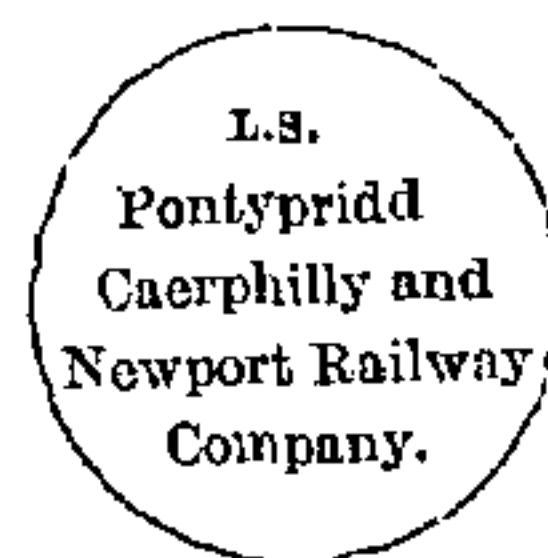
14. A formal agreement embodying the above terms to be settled between the parties by Mr. Phipson Beale or him failing by some counsel to be named

by the Attorney-General who shall have power to add such other provisions as he shall think expedient for carrying out the intention of the parties hereto as herein expressed. A.D. 1897.

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



Signed) JAMES G. NICHOLSON
Secretary.



(PART II.)

HEADS OF ARRANGEMENT made this thirtieth day of December one thousand eight hundred and ninety-five between the TAFF VALE RAILWAY COMPANY (herein-after called "the Taff Vale Company") of the one part and the PONTYPRIDD CAERPHILLY AND NEWPORT RAILWAY COMPANY (herein-after called "the Pontypridd Company") of the other part SUPPLEMENTAL to the Heads of Arrangement dated the twentieth day of June one thousand eight hundred and eighty-four made between the same parties.

Whereas it has been found expedient to supplement the said heads of arrangement of the twentieth day of June one thousand eight hundred and eighty-four by the provisions herein-after contained :

Now it is hereby mutually agreed by and between the Taff Vale Company and the Pontypridd Company as follows:—

1. The said heads of arrangement dated the twentieth day of June one thousand eight hundred and eighty-four except as varied by this agreement shall continue in operation for a period of ten years from the first day of October one thousand eight hundred and ninety-five subject thereafter to six months' notice from either company.

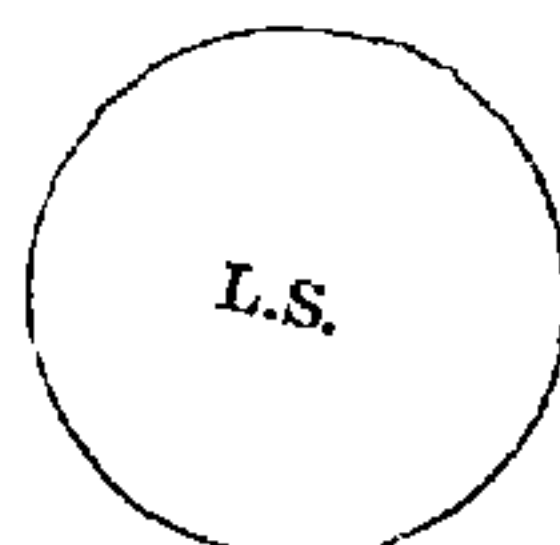
2. The payments to be made to the Taff Vale Company under clause 6 of the said heads of arrangement dated the twentieth day of June one thousand eight hundred and eighty-four shall not exceed two shillings and one penny decimal three hundred and thirty-four ($2/1.334$) per engine mile run by the Taff Vale Company's engines between Pontypridd Junction and Alexandra Dock Sidings.

A.D. 1897.

3. The loads of the trains shall be regulated according to the average of the loads of the trains run during the year ended on the thirtieth day of September one thousand eight hundred and ninety-five provided that the Taff Vale Company shall not be required to convey laden trains of less than twenty-five waggons as provided in clause 2 of the said heads of arrangement of the twentieth day of June one thousand eight hundred and eighty-four.

In witness whereof the Taff Vale Company and the Pontypridd Company have hereunto set their respective seals.

The common seal of the Pontypridd Caerphilly
and Newport Railway Company was here-
unto affixed in the presence of



J. C. PARKINSON
Director.

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