



CHAPTER ccvii.

An Act for empowering the Bute Docks Company to construct certain Railways for conferring upon that Company certain running powers for empowering them to construct a Low Water Pier for changing the name of the Company and for authorising the Company to raise Additional Capital and for other purposes..

A.D. 1897.

[6th August 1897.]

WHEREAS under the Bute Docks (Transfer) Act 1886 the Bute Docks Company (in this Act called "the Company") were incorporated and became the owners of the Bute Docks at Cardiff:

49 & 50 Vict.
c. lxxxvi.

And whereas improved railway access from the docks of the Company to the Taff and Rhondda Valleys and other portions of the Glamorganshire coalfield is an object of local and public importance:

And whereas in furtherance of that object it is expedient to authorise the Company to construct the railways in this Act described:

And whereas in connexion with the construction of such railways it is expedient to confer on the Company certain running powers:

And whereas it is expedient to authorise the Company to construct the low water pier described in this Act:

And whereas it is expedient that the name of the Company be changed:

And whereas it is expedient to authorise the Company to raise further capital and to make such other provisions as this Act contains:

And whereas John Patrick Crichton Stuart the present Marquess of Bute has surrendered into the hands of the Company five thousand ordinary shares standing in his name being part of the fully paid ordinary shares allotted to him under the provisions

A.D. 1897. — of the Bute Docks (Transfer) Act 1886 and for the purpose of removing doubts as to the effect of such surrender it is expedient that such shares should be cancelled :

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

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

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) :—

I.—PRELIMINARY.

Short title. 1. This Act may be cited as the Cardiff Railway Act 1897 and the Bute Docks Acts 1865 to 1895 may be cited together with this Act as the Bute Docks and Cardiff Railway Acts 1865 to 1897.

Incorporation of general Acts. 2. The Lands Clauses Acts and the Railways Clauses Consolidation Act 1845 and Part I. (Construction of a Railway) of the Railways Clauses Act 1863 and the Harbours Docks and Piers Clauses Act 1847 (so far as they are applicable for the purposes of and are not varied by or inconsistent with this Act) are hereby incorporated with this Act Provided always that the provisions of the Harbours Docks and Piers Clauses Act 1847 "with respect to lifeboats" and "with respect to keeping a tide and weather gauge" shall only come into operation as parts of this Act if and when and so far as the Board of Trade from time to time so require.

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 is something in the subject or context repugnant to or inconsistent with such construction and 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 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.

II.—RAILWAYS.

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(i.) Power to construct Railways.

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 railways and works herein-after described with all proper stations sidings approaches works and conveniences connected therewith and the road herein-after described and may enter on take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes :—

Power to
make rail-
ways and
road.

(A) A Railway No. 1 (herein-after called "Railway No. 1")

8 miles 2 furlongs in length commencing in the parish of Llanishen by a junction with the Rhymney Railway at or near the bridge carrying the public road leading to the Jews' Cemetery over that railway and terminating in the parish of Pontypridd (formerly part of the parish of Eglwysilan) in the field or enclosure numbered 1615 upon the $\frac{1}{2500}$ Ordnance survey map (1873 and 1874) of the parish of Eglwysilan :

(B) A Railway No. 2 (herein-after called "Railway No. 2")

1 mile 7 furlongs 1·8 chains in length wholly in the parish of Pontypridd (formerly part of the parish of Eglwysilan) commencing by a junction with Railway No. 1 at its termination and terminating in a piece of land belonging or reputed to belong to the Marquess of Bute formerly part of Coed-penmain common near the north-east corner of a block of buildings known as "Davies' Terrace" :

(C) A Railway No. 3 (herein-after called "Railway No. 3")

2 furlongs 0·4 chains in length wholly in the parish of Pontypridd (formerly part of the parish of Eglwysilan) commencing by a junction with Railway No. 2 at its termination and terminating on the eastern side of the public road leading from Cardiff to Merthyr Tydfil at or near the main entrance door of the public-house known as the "Lamb and Flag" :

(D) A Railway No. 4 (distinguished on the deposited plans and sections as and in this Act called "Railway No. 6")

1 mile 1 furlong 2 chains in length commencing in the parish of Pontypridd (formerly part of the parish of Eglwysilan) by a junction with Railway No. 1 at its termination and terminating in the parish of Pontypridd (formerly part of the parish of Llantwit-Fardre) by a junction with the main line of the Taff Vale Railway :

(E) A Railway No. 5 (distinguished on the deposited plans and sections as and in this Act called "Railway No. 7")

3 furlongs 9·15 chains in length commencing in the parish of

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Llandaff by a junction with the Rhymney Railway and terminating in the parish of Roath by a junction with the Roath branch of the Taff Vale Railway :

(F) A road wholly in the parish of Pontypridd (formerly part of the parish of Eglwysilan) commencing at a point on the road leading from Cardiff to Merthyr Tydfil and terminating at a point in the centre of the public road leading from Pontypridd to Merthyr Tydfil.

Period for completion of railways.

5. If the said railways are not completed within five years after the passing of this Act then on the expiration of such period the powers by this Act granted to the Company for making and completing the said railways or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Power to acquire easements for constructing tunnels.

6. Where any of the said railways are shown upon the deposited plans and sections as intended to be constructed in tunnel at a depth of forty feet and upwards below the surface of the ground from the crown of the arch the Company may purchase and acquire an easement or right of constructing the tunnel through or under any lands or property without being obliged to purchase the surface of the land over such tunnel unless the jury or the arbitrators or their umpire to whom the question of disputed compensation is submitted shall determine that such right or easement cannot be acquired by the Company without material detriment to the remainder of such lands or property. Provided that nothing in this section contained shall apply to any lands or property which are situate at a less height than forty feet above the arch of the tunnel.

Inclination of roads.

7. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say) :—

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
30	Llanishen - -	Public - - -	1 in 20.
35	Whitchurch -	Public - - -	1 in 20.

Height and span of certain bridges.

8. The Company may make the arches of the bridges for carrying the Railways No. 1 and No. 6 over the roads in this section mentioned of any height and span not less than the height and

span in this section mentioned in connexion with the said bridges A.D. 1897. respectively (that is to say) :—

Number of Railway.	No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
				Feet.	Feet.
Railway No. 1 -	214	Eglwysilan -	Public -	16	30
Railway No. 6 -	98	Pontypridd -	Public -	16	30

9. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :—

Power to divert roads as shown on deposited plans.

Railway.	Parish.	No. of Road on deposited Plans.
No. 1 - - -	Eglwysilan - - -	214
No. 2 - - -	Pontypridd - - -	147
No. 2 - - -	Ditto - - -	153
No. 3 - - -	Ditto - - -	193

And when and so soon as such portion of each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 "with respect to mines lying under or near to the railway" appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company.

Any such new portion of road shall as respects management and maintenance and in all other respects be held as part of and be subject to the same provisions as the existing road for which the same is substituted.

10. During the execution of any of the works by this Act authorised and for the purposes of this Act the Company may subject to the provisions of this Act and of any other Act or Acts applicable to the exercise of powers under this section alter divert or stop up temporarily any public streets roads bridges and water-

Power to alter roads &c. temporarily.

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courses in any of the lands shown on the deposited plans and specified in the deposited books of reference and any sewers drains gas pipes water pipes and electric or other machinery or apparatus in or under any such public streets roads and bridges doing as little damage as may be and providing substitutes for any sewers drains gas pipes or water pipes or electric or other machinery or apparatus so interfered with and making full compensation to all persons injuriously affected by the exercise of the powers of this section :

Provided that the Company shall not alter divert or in any way interfere with any electric apparatus or other property belonging to or used by the Postmaster-General except in accordance with and subject to the provisions of the Telegraph Act 1878 :

Provided also that nothing in this section shall extend to or authorise any interference with any works of any undertakers within the meaning of the Electric Lighting Acts 1882 and 1888 to which the provisions of section 15 of the former Act apply otherwise than in accordance with the provisions of that section.

For protec-
tion of cor-
poration 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 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 water 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) In every case in which any railway of the Company crosses or interferes with any water main of the corporation the culvert to be constructed over such main may be constructed by the corporation if they so elect on their giving to the Company twenty-one days' notice in writing to that effect prior to the actual construction of such culvert by the Company but at the cost of the Company and so that the corporation shall proceed with such construction with all due despatch so as not to delay the execution of the works of the Company :

(4) If any water main be rendered unnecessary by reason of the pulling down of the buildings supplied thereby the Company shall reimburse the corporation the cost of such main but of the houses on the western side of the Glamorganshire Canal at Tongwynlais in the parish of Whitchurch supplied with water by the corporation the Company shall only take those numbered

in the deposited plans and books of reference 112 113 114 115 116 117 118 and 119 in that parish: A.D. 1897.

- (5) The piers or abutments of every bridge carrying any railway over any road in which any water main is laid shall be carried to such a depth (not being 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 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 :
- (6) Every such relaying alteration diversion and substitution effected by the corporation shall be done to the reasonable satisfaction of the principal engineer of the Company :
- (7) If any railway bridge or the abutments thereof or if any railway crossing or interfering with any water main of the corporation is in any manner whatsoever interfered with damaged or otherwise affected by any works of the corporation in connexion with any such water main the corporation shall not be liable for any such damage or otherwise and no demand whatsoever shall be made upon them in respect thereof unless such damage shall be occasioned wilfully :
- (8) The Company shall not in any manner whatsoever interfere with or disturb the Taff Fawr water main of the corporation where it crosses the Glamorganshire Canal at the point marked on the deposited plans 94 in the parish of Eglwysilan :
- (9) The covering over from the surface of the road to the top of the Taff Fawr Conduit or any other water main of the corporation shall not be less than thirty-six inches instead of eighteen inches as prescribed by section 20 of the Railways Clauses Consolidation Act 1845 :
- (10) The Company shall not without the previous consent of the corporation under the hand of the town clerk use any explosive substance in the construction of any portion of the authorised railways situate within forty feet of any water main and the

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corporation are hereby authorised to give the required consent subject to such conditions as to them may seem expedient and subject to the payment and satisfaction by the Company of all damages costs and expenses to be sustained by the corporation in respect of any such main or work by the use of any explosive substance whether within or beyond the said distance such damages to be recovered by action in any court of competent jurisdiction and the corporation shall not incur any liability by giving any such consent :

- (11) The Company shall carry the following railways over the roads specified in the following table by flat girder bridges of one span having throughout the spans between the abutments and the headway above the surface of the said roads respectively specified in the said table in connexion with those respective roads (that is to say):—

No. of Railway.	No. on deposited Plans.	Parish.	Minimum Span of Bridge.	Minimum Headway of Bridge.
~	5	Llandaff -	40 feet	18 feet.
7	6	Llanishen -	50 feet	18 feet.

The said spans shall be measured at right angles to the centre line of the respective roads and no portion of any pier or abutment shall project beyond the line of the road :

- (12) Every bridge carrying Railway No. 7 across either of the before-mentioned roads shall be constructed and maintained so as to prevent the dripping of water therefrom on any part of the roadway or footways thereunder and shall have on either side of it 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 such bridge parapet or screen any placard or advertisement other than a placard or advertisement relating solely to the business of the Company and if any such placard or advertisement other than as aforesaid be so affixed or exhibited the corporation may cause the same to be removed at the cost of the Company :

- (13) Railway No. 7 shall be constructed through Roath Park as closely alongside the Roath branch of the Taff Vale Railway as the circumstances will permit having regard to the convenient user thereof and of the said Roath Branch Railway and the Company shall not unless having regard to the matters afore-

said it shall be necessary so to do acquire any other land forming part of such park than is coloured purple upon the plan signed in triplicate for the purposes of this subsection by the Right Honourable the Earl of Lauderdale the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred Provided that if from any cause the Company be unable to so construct the said railway they shall purchase so much of the park as shall lie between the said Roath branch and the said Railway No. 7 :

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The Company shall at their own expense and to the reasonable satisfaction of the corporation within twelve months after the opening of the said Railway No. 7 for traffic plant the slope of the embankment of the intended railway facing the park with trees and shrubs and shall from time to time hereafter at the expense of the Company replant trees and shrubs in the place of those which shall die or become unfit for the purpose :

The Company shall pay to the Corporation the reasonable expense incurred by the corporation in altering diverting reconstructing and restoring all roads footways and fences of the park which by reason or in consequence of the construction of the works of the Company it may in the opinion of the corporation be necessary or expedient to alter divert reconstruct and restore provided that all such works shall be carried out either before or within twelve calendar months after the opening of the said Railway No. 7 for traffic otherwise the Company shall not be liable in respect thereof :

The Company shall with all convenient speed and so as to cause as little inconvenience as possible at their own expense reconstruct and re-erect in a good and workmanlike manner and in the positions shown in that behalf upon the said plan the entrance gates of the said park (marked E and F on the said plan) and the propagating house frames and aviaries and other buildings in the said park shown on the said plan and the bridge spanning the Roath Brook in the Botanical Gardens nearest the Taff Vale Branch Railway :

- (14) The bridges to carry Railway No. 7 across Roath Brook and across the roads on either side of the Roath Park shall be constructed of ornamental design to the reasonable satisfaction of the corporation and the bridge over the Roath Brook shall have throughout the same clear span and headway as the bridges constructed by the corporation over the said brook in the Botanical Gardens section of the said Roath Park :

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- (15) The abutments of the bridges to carry Railway No. 7 across the roads on either side of the said park and respectively numbered on the deposited plans 5 in the parish of Llandaff and 6 in the parish of Llanishen shall at the expense of the Company be faced throughout with white glazed bricks and the under surface of the said bridges painted white :
- (16) All the works to be executed by the Company in any way affecting the said park or any lands buildings erections water main road footway sewer drain electric light 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 or if the corporation so elect by them at the said cost and if executed by the Company the same shall be carried out under the superintendence and to the reasonable satisfaction of the corporation in accordance with the plans sections and specifications reasonably approved of by them before the commencement of the work provided that if they fail for a period of 28 days after the submission of the said plans sections and specifications to express in writing their disapproval thereof or their requirements in relation thereto the corporation shall be deemed to have approved thereof The Company shall reimburse the corporation the reasonable cost incurred by them in such superintendence Provided also that nothing herein contained shall empower the corporation to execute or construct any works which when constructed will form part of the railway or undertaking of the Company :
- (17) In every case where the railway will cross any existing sewer or water main of the corporation the Company shall bear any cost necessarily and properly incurred by the corporation in strengthening and securing any sewer and water main 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 with all requisite materials to have free access at all times to any part of the sewer or water main so crossed or interfered with :
- (18) Nothing in this Act shall interfere with the rights or powers of the Corporation in relation to the making of new sewers 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 under any railway constructed on any land acquired by the Company under the powers of this Act the Company shall free of any charge or compensation give the corporation all reasonable facilities for carrying out the work required for the purposes of this subsection but all such work shall be carried out under the superintendence and to the reasonable satisfaction of the engineer of the Company :

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(19) The Company and the corporation may enter into and carry into effect agreements for and with respect to the variation and mode of execution of any works to be done by the Company for the protection of the corporation and for the execution by the corporation of any such works and the acquisition of land therefor :

(20) 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 such difference shall be settled by an engineer appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers.

12. The agreement dated the fourth day of March one thousand eight hundred and ninety-seven between the Company of the one part and the Pontypridd Urban District Council of the other part as set forth in the First Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming agreement with Pontypridd Urban District Council.

13. The agreement dated the eighteenth day of March one thousand eight hundred and ninety-seven between the Company of the one part and the Caerphilly Urban District Council of the other part as set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming agreement with Caerphilly Urban District Council.

14. The agreement dated the eighteenth day of March one thousand eight hundred and ninety-seven between the Company of the one part and the Llandaff and Dinas Powis Rural District Council of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming agreement with Llandaff and Dinas Powis Rural District Council.

15. The agreement dated the eighteenth day of March one thousand eight hundred and ninety-seven between the Company of the one part and the Glamorgan County Council of the other part as set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the parties thereto.

Confirming agreement with Glamorgan County Council.

16. The agreement dated the eighteenth day of March one thousand eight hundred and ninety-seven between the Company of

Confirming agreement with Ponty-

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pridd Burial
Board.

For protec-
tion of
Glamorgan-
shire Canal
navigation.

the one part and the Pontypridd Burial Board of the other part as set forth in the Fifth Schedule to this Act is hereby confirmed and made binding on the parties thereto.

17. For the protection of the company of proprietors of the Glamorganshire Canal navigation (herein-after referred to as "the canal company") the following provisions shall have effect except so far as the canal company may otherwise agree (that is to say):—

(A) The railways and works by this Act authorised shall not when completed interfere with the waterway locks or towing-path of the canal of the canal company except by the bridges carrying the railways herein-after mentioned over the canal and towing-path of the canal company which bridges shall be constructed of the several heights and spans mentioned in the following table (that is to say):—

Railway to be carried over Canal.	Position of Bridge according to deposited Plans.	Span of Bridge.	Height of Bridge.
Railway No. 1	- 3 m. 3 f. 3 chains -	40 feet	25 feet.
Railway No. 1	- 3 m. 7 f. - -	40 feet	16 feet.
Railway No. 1	- 5 m. 2 f. 3 chains -	40 feet	12 feet.
Railway No. 2	- 0 m. 6 f. 8½ chains	40 feet	12 feet.

In each case the span shall be measured on the square the abutments of the bridges being built parallel with the centre line of the canal and the height measured from the present surface of the towing-path to the underside of the girder and proper retaining-walls shall be built and maintained by the Company for supporting the towing-path under each of the bridges and in each case the specified span shall be in addition to and not inclusive of any span required for carrying the bridge over any road or footpath:

(B) During the construction of the railways and works by this Act authorised neither the waterway nor any part of the towing-path shall be taken nor shall the same be interfered with except so far as may be necessary for the purpose of carrying the said bridges over the same (for which purpose an easement only shall be acquired) and neither during the construction of the said bridges nor at any other time shall the free passage of traffic along the canal or towing-path be impeded:

(C) All existing tramways roads and communications between the canal and any collieries mines works quarries or clay pits which shall be severed from the canal by the railways or either of

them shall be kept open by means of bridges to be constructed and for ever after maintained by and at the expense of the Company to the reasonable satisfaction of the engineer of the canal company and all such bridges if over such tramways roads or communications shall be girder bridges of not less than twelve feet span and eight feet high: . A.D. 1897.

- (D) In case the canal company or the proprietor or proprietors of any collieries mines works or quarries or other person or persons having a right under the Canal Company's Acts to make railways or roads for bringing goods to or from the canal shall at any time hereafter desire to make any railway or road under or over the railways hereby authorised or either of them it shall be lawful for them or him so to do and any such railway or road to be constructed under the railways hereby authorised may be carried under those railways by means of a bridge having a span not exceeding twenty-two feet and whether such railway or road shall be over or under the railways hereby authorised or one of them the bridge carrying the same over or under the last-mentioned railways shall be constructed to the reasonable satisfaction of the Company's engineer :
- (E) No streams brooks or rivulets the water of which flows directly or indirectly into the canal and no watercourse pipes or appliances for bringing the water of those streams brooks or rivulets to the canal shall be obstructed by the Company during or after the construction of the works hereby authorised it being the intent that the same may continue to supply the canal with water as effectually as they now do and no existing sluices outlets watercourses pipes and appliances for discharging water from the canal shall in like manner be obstructed by the Company and all culverts watercourses and other works necessary for effecting the purposes of this enactment shall be made and maintained by the Company to the reasonable satisfaction of the canal company's engineer :
- (F) The company shall be responsible in damages to the canal company for any injury to their canal or works which may happen whether by accident or otherwise by reason of the construction of the railways or works hereby authorised :
- (G) If any difference shall arise between the Company and the canal company as to any matter or thing provided for or enacted by this section the same shall be referred to an arbitrator to be agreed upon between them or failing agreement to an arbitrator to be appointed by the President of the Institution of Civil Engineers.

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For protec-
tion of Ys-
tradylodwg
and Ponty-
pridd Main
Sewerage
Board.

18. For the protection of the Ystradylodwg and Pontypridd Main Sewerage Board (herein-after called "the board") the following provisions shall have effect (that is to say) :—

(1) The Company shall take all reasonable precautions and do and maintain such works as may be necessary for preventing as far as possible any injury to the works and property of the board and make good all damage which may be occasioned thereby all to the reasonable satisfaction of the engineer of the board :

(2) In every case where the works which the Company are hereby authorised to construct shall cross or overlie the existing sewer of the board the Company shall bear any costs necessarily and properly incurred in strengthening and securing the said sewer and in repairing all damage which may from time to time be occasioned thereto by reason of the construction of the said works and shall for ever uphold and maintain such strengthening works in good and sufficient repair and the Company shall allow the board their officers agents workmen and contractors with or without materials to have free access at all times to any part of the sewer so crossed covered altered diverted or otherwise interfered with and such alterations and works of strengthening and securing shall be carried out to the reasonable satisfaction of the engineer of the board :

(3) If in the construction of any of the works by this Act authorised any manhole giving access to any of the sewers of the board shall be interfered with the Company shall before interfering with any such manhole give to the board fourteen days' notice in writing of their intention to interfere with such manhole and the Company shall before interfering with such manhole provide to the reasonable satisfaction of the engineer of the board such substitute for such manhole as will give reasonable access to the said sewers :

(4) If any difference or dispute arise between the board and the Company touching this section or anything to be done thereunder such difference shall be determined by an engineer to be named if the parties cannot agree by the President of the Institution of Civil Engineers.

Company
empowered
or may be
required to
underpin or
otherwise
strengthen
houses near
railways.

19. And whereas in order to avoid in the execution and maintenance of the said railways injury to the houses and buildings within one hundred feet thereof it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners and lessees of any such house or building shall subject as herein-after provided

underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :— A.D. 1897.

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter notice in writing that he or they as the case may be dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade :
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier he shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The costs of the reference shall be in the discretion of the referee :
- (6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made within six months from the discovery thereof :

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(8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from liability to compensate under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act :

(9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions contained in the Lands Clauses Acts :

(10) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

Tolls for use
of railways
by other
companies.

20. The Company may demand and take for the use of the said railways or any part thereof by any other company or person with engines and carriages such reasonable tolls as they think fit.

Rates for
merchandise.

21. The classification of merchandise traffic including perishable merchandise by passenger train and the schedule of maximum rates and charges applicable thereto and the regulations and provisions contained in the schedule to the Railway Rates and Charges No. 18 (Taff Vale Railway &c.) Order 1892 (which Order is scheduled to and confirmed by the Railway Rates and Charges No. 18 (Taff Vale Railway &c.) Order Confirmation Act 1892) shall be applicable and apply to the Company in respect of the railways by this Act authorised (other than the Pier Railway herein-after mentioned) as if the Company were one of the railway companies named in the schedule to the Order confirmed by the said Act Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

Charges for
small parcels.

22. With respect to small parcels not exceeding five hundred pounds in weight conveyed by passenger trains the Company may demand and take any charges not exceeding the following (that is to say) :—

For any parcel not exceeding seven pounds in weight threepence ;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight fivepence ;

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence ;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence ;

And for any parcel exceeding fifty-six pounds but not exceeding five hundred pounds in weight the Company may demand any sum they think fit :

Provided always that articles sent in large aggregate quantities although made up in separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages. A.D. 1897.

23. The maximum rate of charge to be made by the Company for the conveyance of passengers on the said railways including every expense incidental to such conveyance shall not exceed the following (that is to say):— Maximum rates for passengers.

For every passenger conveyed in a first-class carriage threepence per mile;

For every passenger conveyed in a second-class carriage twopence per mile;

For every passenger conveyed in a third-class carriage one penny per mile;

For every passenger conveyed on the said railways for a less distance than three miles the Company may charge as for three miles and every fraction of a mile beyond three miles or any greater number of miles shall be deemed a mile.

24. Every passenger travelling on the said railways may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers one hundred pounds in weight for second-class passengers and sixty pounds in weight for third-class passengers without any charge being made for the carriage thereof. Passengers luggage.

25. The restrictions as to the charges to be made for passengers shall not extend to any special train run on the said railways in respect of which the Company may make such charges as they think fit but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers on the said railways. Foregoing charges not to apply to special trains.

26. For the protection of the Barry Railway Company (in this Act called "the Barry Company") the following provisions shall have effect (that is to say):— For protection of Barry Railway Company.

- (1) The Company shall not in carrying Railway No. 1 by this Act authorised under the railway authorised by the Barry Railway Act 1896 execute any works whatever under or affecting the railway land or works of the Barry Company until they shall have delivered to the Barry Company plans sections and drawings of such intended works and those plans sections and drawings shall have been approved in writing by the engineer of the Barry Company or in the event of his failure to approve the same for fourteen days after the delivery of the plans sections and drawings until the same shall have

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been approved by an engineer to be appointed on the application of the Company by the President of the Institution of Civil Engineers and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans sections and drawings and to the reasonable satisfaction of the engineer of the Barry Company or in case of difference of an engineer to be appointed on the application of either Company by the Board of Trade :

- (2) The mode of effecting the junction between Railway No. 6 by this Act authorised and the railways of the Taff Vale Railway Company (in this Act called "the Taff Vale Company") shall in case of difference be referred on the application of the Taff Vale Company the Barry Company or the Company to the determination of an engineer to be appointed by the President for the time being of the Institution of Civil Engineers :
- (3) The Company shall not purchase or take any part of the lands required by the Barry Company for making Railway No. 1 authorised by the Barry Railway Act 1896 but they may at the point where Railway No. 1 by this Act authorised will cross that railway purchase and take and the Barry Company shall sell accordingly an easement or right of using the soil beneath the said railway of the Barry Company for the purposes for which but for this enactment the Company would have been enabled to purchase and take the same and the Company shall pay to the Barry Company by way of purchase or compensation for such easement such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Acts relating to the purchase of lands otherwise than by agreement and for the purposes of those Acts such easement shall be deemed to be lands :
- (4) The Company shall lay out their railway in such a manner as not to interfere with any part of the structure of the viaduct now in course of construction by which the Barry Railway will be carried over the said Railway No. 1 by this Act authorised and the Company shall make good to and indemnify the Barry Company against all loss or damage which they may incur by reason or in consequence of the said works or any accident interruption or delay to traffic :
- (5) The Company shall bear and on demand pay to the Barry Company the reasonable expense of the employment by that company during the making of the railway of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching the railway of the Barry Company if

necessary and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto :

(6) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Barry Company all losses costs damages and expenses which may be occasioned to them or any of their works lands or property or to the traffic of their railway or to any company or person using the same during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any person in their employ or of their contractors or otherwise and the Company shall effectually indemnify and hold harmless the Barry Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission :

(7) If any dispute shall arise between the Barry Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall be settled by an arbitrator to be agreed on between the parties or in case of difference to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

27. For the protection of the Taff Vale Company and of the Barry Company respectively the following provisions shall have effect (that is to say) The traffic of the Company at and approaching the junctions between the railways by this Act authorised and the Taff Vale Railway shall be worked in such manner as to involve no shunting on the main lines of the Taff Vale Railway.

As to working of traffic at junctions.

28. For the protection of the Pontypridd Caerphilly and Newport Railway Company their successors or assigns (in this section called "the Pontypridd Company") the following provisions shall have effect (that is to say) :—

For protection of Pontypridd Caerphilly and Newport Railway Company.

(1) In constructing Railway No. 2 so far as it passes through the lands of the Pontypridd Company the Company shall so construct the same as not to unnecessarily interfere with or obstruct the existing running lines and station of the Pontypridd Company :

(2) The Company shall permit and at all times afford to the Pontypridd Company reasonable and proper means of obtaining access free from any toll or charge with engines and waggons

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across Railway No. 2 to and from Glyn Taff Quarry the mode of effecting such access to be in case of difference settled by arbitration as herein-after provided :

- (3) When any alteration of or interference with the public road numbered 180 on the deposited plans in the parish of Pontypridd shall become necessary by reason of any future widening of the Pontypridd Company's Railway between Pontypridd and Penrhos Junction throughout its length all reasonable expenditure by the Pontypridd Company upon or in relation to altering and restoring such road to the satisfaction of the road authority shall be repaid to them by the Company on demand and in default may be recovered from the Company by the Pontypridd Company with costs in any court of competent jurisdiction :
- (4) When any future widening of the Pontypridd Railway as in the last preceding subsection mentioned shall take place on the south-west side thereof and make it necessary to remove and replace the Gasworks Junction and the sidings from that railway to the gasworks and the signals connected therewith the Company shall repay the Pontypridd Company on demand the reasonable expenses incurred in such removal and alterations and in default the amount thereof may be recovered by the Pontypridd Company from the Company with costs in any court of competent jurisdiction :
- (5) In the event of the Company not giving notice to treat for the acquisition of the properties numbered 178 and 179 on the deposited plans in the parish of Pontypridd within two years after the passing of this Act the Company shall provide at their own expense a proper access for carts and other vehicles to those lands or the parts thereof severed by Railway No. 2 from the Pontypridd Company's Railway by road from the public road numbered 176 on the deposited plans in the parish of Pontypridd the mode of effecting such access to be in case of difference settled by arbitration as herein-after provided :
- (6) The bridge or viaduct for carrying Railway No. 2 under the Pontypridd Railway at or near the point marked and measured one mile five chains on the deposited plans from the commencement of Railway No. 2 shall be constructed according to a plan section and specification to be submitted to the engineer of the Pontypridd Company for approval twenty-eight days before the work is commenced and in the event of such engineer disapproving or failing to approve the plan section and specification so submitted to him the same shall be settled by arbitration as herein-after provided :

(7) The Company shall not enter upon or interfere with the railway or works of the Pontypridd Company or any of the lands or property of that company or execute any works whatever under or affecting the same until they shall have delivered to the Pontypridd Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the engineer for the time being of the Pontypridd Company or in the event of his failure for fourteen days after delivery of the plans and drawings to approve the same until the same shall have been settled by arbitration as herein-after provided and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the engineer of the Pontypridd Company :

(8) No land of the Pontypridd Company on the south and west sides of their railway shall be taken or interfered with except such as may be actually necessary for the crossing of Railway No. 2 by the bridge or viaduct referred to in subsection (6) of this section :

(9) The Company shall bear and on demand pay to the Pontypridd Company the reasonable expenses of the employment by them during the construction of Railway No. 2 of a sufficient number of inspectors signalmen and watchmen to be appointed by them for watching their railway and works and the conduct of the traffic thereon with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company or their contractors with reference thereto or otherwise :

(10) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Pontypridd Company all losses costs damages and expenses which may be occasioned to them or any of their works or property or to the traffic on their railway or to any company or persons using the same or otherwise during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors and the Company shall effectually indemnify and hold harmless the Pontypridd Company from all claims and demands upon or against them by reason of such execution or failure and of any such act default or omission :

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(11) The Company shall at their sole expense at all times maintain the bridges and other works by which the Railway No. 2 shall be carried over or under the Pontypridd Railway and through the property of the Pontypridd Company in substantial repair good order and condition to the reasonable satisfaction in all respects of the engineer of the Pontypridd Company and if and whenever the Company fail so to do after one month's notice from the Pontypridd Company for that purpose or in case of urgency without notice the Pontypridd Company may make and do in and upon as well the land of the Company as their own lands all such works and things as the Pontypridd Company shall think requisite in that behalf for ensuring such repair and the sum from time to time certified by their engineer to be the amount of the expenditure reasonably incurred in that behalf shall be repaid to the Pontypridd Company by the Company and in default of full repayment the amount due may be recovered with costs by the Pontypridd Company from the Company in any court of competent jurisdiction :

(12) In constructing the said Railway No. 2 the Company shall not in any way unnecessarily obstruct or interfere with the traffic passing along the Pontypridd Railway and if by reason of any works or proceeding of the Company there shall be any unnecessary obstruction or interference with the Pontypridd Railway so as to impede or prevent the convenient passage of engines and carriages along the same the Company shall pay to the Pontypridd Company the sum of twenty pounds per hour during which any such unnecessary obstruction or interference shall continue :

(13) The matters herein-before directed to be referred to arbitration and any other dispute which shall arise between the Pontypridd Company and the Company or their respective engineers respecting any of the other matters and provisions aforesaid shall be settled by an arbitrator who shall have power to award damages to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to every such arbitration.

Power to
Rhymney
Railway
Company to
lay down
additional
rails.

29. The Rhymney Railway Company (in this Act called "the Rhymney Company") may at any time hereafter lay down an additional line or additional lines of rails across the railways of the Company by this Act authorised at or near the junctions of Railways No. 1 and No. 7 by this Act authorised with the railway

of the Rhymney Company and the Company shall pay to the Rhymney Company the additional cost which they shall be put to in laying down and maintaining such additional line or lines of rails by reason of the execution of the works by this Act authorised and also the expenses of making maintaining and working additional signals and conveniences in connexion therewith.

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30. The Company shall not use the railway of the Rhymney Company at or near the junctions between such railway and Railways No. 1 and No. 7 by this Act authorised for the purposes of marshalling or shunting any traffic or otherwise than for the purpose of conveying traffic as speedily as possible over the said railway of the Rhymney Company from or to the railways by this Act authorised.

Company not to obstruct traffic on Rhymney Railway.

31. The Company shall provide all such sidings and other works and conveniences as shall be necessary for the convenient interchange of traffic at the junction between Railway No. 7 by this Act authorised and the Roath branch of the Taff Vale Railway.

Company to provide sidings at junction of Railway No. 7 with Taff Vale Railway.

(ii.) *Running and other Powers.*

32. The Company may on payment of such tolls and rates and generally on such terms and conditions as may be agreed on or as may be settled by arbitration in manner provided by the Railway Companies Arbitration Act 1859 run over and use with their engines carriages and waggons and officers and servants and for the purposes of their traffic of every description the following railways (that is to say):—

Running powers.

So much of the railways of the Rhymney Company as lies between the termination of that Company's line at Cardiff and the junction of the Pontypridd Caerphilly and Newport Railway with the Rhymney Railway at Penrhos but limited to traffic to or from the said railways by this Act authorised or to or from the railway of the Pontypridd Caerphilly and Newport Railway Company:

Together with the stations roads platforms points signals water water engines engine sheds standing room for engines booking and other offices warehouses sidings junctions machinery works and conveniences of or connected therewith.

33. The Company in running over and using the said railways in accordance with the provisions herein-before mentioned shall at all times observe the byelaws and regulations for the time being in force on the railways so run over and used so far as such byelaws shall be applicable.

Byelaws to be observed.

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For protec-
tion of
railway
companies.

34. Nothing in this Act shall take away prejudice or affect any right which the Great Western Railway Company the Taff Vale Company the Rhymney Company or the London and North Western Railway Company now exercise to receive collect and recover terminal charges in respect of traffic conveyed by them respectively to or from the docks undertaking of the Company as fully and freely in all respects and such traffic shall (except as may be otherwise agreed between the Company and those companies respectively) be worked and conducted in all respects as if this Act had not been passed.

III.—PIER.

Power to
construct
pier and
make rail-
way.

35. Subject to the provisions of this Act the Company are hereby authorised to make and maintain the pier and railway herein-after described in the lines and according to the levels in that behalf shown on the deposited plans and sections together with all incidental works and conveniences (that is to say):—

A low water pier (in this Act called “the pier”) wholly in or adjoining the parish of St. Mary the Virgin Cardiff to be constructed throughout of cast-iron open pile work commencing on the foreshore and terminating below low-water mark of the Bristol Channel :

A Railway No. 6 (distinguished on the deposited plans and sections as Railway No. 8 and in this Act called “the pier railway”) 5 furlongs 6·2 chains in length wholly in or adjoining the parish of St. Mary the Virgin Cardiff commencing by a junction with the railway authorised by the Bute Docks Act 1894 and terminating at the point of termination of the pier :

And the Company may enter on take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes.

Company
to construct
roadway in
connexion
with pier.

36. In connexion with the construction of the pier the Company shall construct and at all times from and after the opening for traffic of the pier maintain a convenient roadway for vehicular traffic and foot passengers to and from the pier from and to one of the public highways of the borough.

Power to
deviate.

37. In the execution of the said works the Company may deviate laterally from the lines thereof to any extent not exceeding the limits of deviation shown on the deposited plans and may deviate vertically from the levels shown on the deposited sections to any extent not exceeding five feet upwards or downwards.

Period for
completion
of works.

38. If the said works are not completed within ten years after the passing of this Act then on the expiration of such period the powers by this Act granted to the Company for making and executing the said works or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

39. The Company may dredge scour widen deepen and improve from time to time all channels and waters surrounding and forming a means of access to the pier and other works and for that purpose may remove all shingle rocks and shoals above or below high water mark and may use and appropriate any material so dredged.

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Power to dredge.

40. The Company shall at the outer extremity of the pier below high water exhibit and keep burning from sunset to sunrise such lights (if any) as the Corporation of the Trinity House of Deptford Strond shall direct.

Company to exhibit lights.

If the Company fail to comply with the provisions of this section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

41. The Company shall during the construction under this Act of any works below high water mark exhibit and keep burning on or near such works at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time require or approve.

Lights on works during construction.

If the Company fail to comply in any respect with the provisions of this section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

42. The Company may demand and take for every vessel that resorts to or touches at the pier any sums not exceeding the tonnage rates following (that is to say) :—

Tonnage rates payable on vessels frequenting pier.]

(1) If the vessel is arriving from or departing for any place in the United Kingdom threepence per register ton ;

(2) If the vessel is arriving from or departing for any place out of the United Kingdom sixpence per register ton :

And the tonnage rates so payable shall be payable by the master of the vessel on each occasion of resorting to or touching at the pier.

43. The Company may demand and take in respect of every person landing at or embarking from the pier with his ordinary luggage not exceeding one hundred and twenty pounds in weight such reasonable tolls as they may from time to time fix not exceeding one penny for each time of landing at or embarking from the pier and the like toll in respect of every person admitted to or leaving the pier though not landing at or embarking therefrom.

Tolls in respect of persons landing at or embarking from or admitted to pier.

44. The Company may compound and agree with the owner or master of any steam vessel or other vessel using the pier for the payment of any sum either monthly quarterly or yearly in respect of the passengers with their ordinary luggage carried by the vessel and landing at or embarking from the pier instead of the payment of the pier tolls in respect of those passengers with their ordinary luggage. Provided that if the Company make any such composition

Composition for pier tolls.

A.D. 1897. with the owner or master of any vessel using the pier they shall be compellable to make the like composition with the owner or master of every other like vessel using the pier under like circumstances who desires to compound for the payment of the like tolls for the like period.

Board of Trade and Inland Revenue officers exempt from rates.

45. Officers of the Board of Trade and Inland Revenue being in the execution of their duty shall at all times have free ingress passage and egress to or along and from the pier by land and with their vessels and otherwise without payment.

Tolls not to confer right to use buildings.

46. The payment of tolls or rates and dues for the use of the pier shall not entitle any person paying the same to the use of the buildings and erections thereon or any of them or any part or parts thereof unless the Company otherwise determine.

Application of rates and byelaws &c.

47. For the purposes of wharfage and warehousing and all similar rates and charges and of the application of the Company's byelaws and for all other purposes the pier shall be deemed to be part of the docks undertaking of the Company.

Power to Company to prevent use of pier for sheep cattle or merchandise.

48. Nothing in this Act or in any of the Bute Docks Acts or the Acts incorporated therewith shall entitle any person with any vessel or boat to ship or unship at the pier any sheep or cattle or any merchandise or thing which in the opinion of the Company might in any way interfere with the use of the pier for the embarking or landing of passengers and their luggage or for other ordinary traffic.

Extension of limits of dockmaster's authority.

49. The limits of the dockmaster's authority as defined in and by section 21 of the Bute Docks Act 1882 and extended by subsequent Acts are hereby extended so as to comprise the pier and all places within six hundred yards of any and every part of the pier.

Byelaws.

50. The byelaws of the Company in regard to their docks and works as at present in force or as hereafter amended shall so far as the same are applicable thereto extend and apply to the pier and in addition to the powers conferred by the Harbours Docks and Piers Clauses Act 1847 of making byelaws the Company may make further byelaws for all or any of the following matters (that is to say) :—

For regulating the vessels boats goods and traffic at the pier or within the limits of the dockmaster's authority and for regulating the distance from the pier within which vessels and boats shall not be moored within the said limits ;

For regulating the conditions of the user of any portion of the pier or any of the buildings erected thereon and of the approach roads connected therewith and of the traffic thereon ;

For preventing injury to or protecting the buildings and property on the pier or attached thereto ;

For regulating the conduct of persons frequenting the pier and buildings and approach roads and approaches and preserving order thereon and therein; and

For regulating the sale of refreshments on the pier and in the buildings:

But byclaws under this Act shall not come into operation until they have been allowed and confirmed by the Board of Trade and shall not require any other confirmation or allowance except the confirmation or allowance of the Board of Trade.

51. For the purpose of tolls rates and charges the pier railway shall be subject to the same provisions as if it were one of the Bute Docks Railways authorised by the Bute Docks Act 1866.

Tolls for pier railway.

52. Saving always to the mayor aldermen and burgesses of the county borough of Cardiff all such rates and duties for or in respect of all such ships or other vessels coming into the port of Cardiff as shall arrive at or make use of the pier or works of the Company constructed under the authority of this Act in as full large and ample and beneficial a manner to all intents and purposes as they enjoyed the same before the passing of this Act or could or might have enjoyed the same if this Act had not been passed in respect of vessels coming into the port of Cardiff and entering or using the docks and works of the Company already made.

Saving rights of the corporation of Cardiff.

Notwithstanding anything contained in this Act or any of the Bute Docks Acts or any powers vested in the corporation no vessel shall be liable to the payment of any rate or duty referred to in this section more than once on the same day and no higher rate or duty shall be levied in respect of vessels using any one pier pontoon jetty or landing stage of the Company outside the docks than shall be levied in respect of vessels of the same description and engaged in similar traffic using any other such pier pontoon jetty or landing stage.

53. The pier shall be deemed to be wholly within the borough of Cardiff (notwithstanding that some part thereof may be below low water mark) in the same manner to all intents and purposes whatsoever as if the same formed part of the existing docks and works of the Company.

Pier to be deemed to be within the borough of Cardiff.

IV.—GENERAL PROVISIONS AS TO LANDS &C.

54. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease as to lands required for the railways by this Act authorised (other than the pier railway) after the expiration of three years from the passing of this Act

Period for compulsory purchase of lands.

A.D. 1897. — and as to lands required for the pier and the pier railway after the expiration of five years from the passing of this Act.

Power to grant easements &c.

55. Persons empowered by the Lands Clauses Acts to sell or 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 rentcharges 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.

Correction of errors &c. in deposited plans and books of reference.

56. If there be any omission misstatement or erroneous description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited books of reference the Company after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the county of Glamorgan for the correction thereof and if it appear to the justices that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described and such certificate shall be deposited with the clerk of the peace for the county of Glamorgan and a duplicate thereof shall also be deposited with the clerks of the parish councils of the several parishes in which the lands affected thereby are situate and such certificate and duplicate respectively shall be kept by such clerk of the peace and parish council clerks respectively with the other documents to which the same relate and thereupon the deposited plans and books of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

Restrictions on displacing persons of labouring class.

57.—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban district or any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or which have been since that day or shall hereafter be so occupied unless and until—

(A) They 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

fifteenth day of December last 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) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme; or
- (c) The Local Government Board shall have determined that no such scheme is necessary.

(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

A.D. 1897. — belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the 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 purpose 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 the scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be indorsed 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 subsection 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 by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of 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.

(11) Any houses on any of the lands shown on the deposited plans 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 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" 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.

58. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed thirty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Land for extraordinary purposes.

59. And whereas in the construction of the railways 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 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:—

Owners may be required to sell parts only of certain lands and buildings.

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- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Sixth Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term "the owner" and the said properties are herein-after 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 (herein-after 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 :

(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.

V.—CHANGE OF NAME.

60. From and after the passing of this Act and subject to and in accordance with the provisions of Part IV. of the Companies Clauses Act 1863 (which is hereby incorporated with this Act) the name of the Company shall be the Cardiff Railway Company.

Change of
name of
Company.

VI.—CAPITAL.

61. For the purposes of this Act the Company may from time to time raise subject to the provisions of Part II. of the Companies Clauses Act 1863 by the issue of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively any sum or sums not exceeding five hundred thousand pounds Provided that no share shall be issued of a less nominal value than ten pounds.

Additional
capital.

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Shares not
to vest until
one-fifth part
paid up.

62. No share created under the authority of the last preceding section shall be issued nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth part of the amount of such share shall have been paid in respect thereof.

Receipt in
case of
persons not
sui juris.

63. If any money is payable under this Act to a holder of shares or stock or mortgages or debenture stock being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge.

Votes of
proprietors
of new
shares or
stock.

64. The proprietors of any shares or stock (whether ordinary or preference) to be issued under the authority of this Act shall be entitled to such number of votes in respect thereof as the nominal amount represented thereby would have entitled them to if the same had been original shares or stock of the Company.

Except as
otherwise
provided
new shares
or stock to
be subject to
the same
incidents as
other shares
or stock.

65. The capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall except as otherwise provided by the resolution creating the same be subject and entitled to the same provisions liabilities powers rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description issued under subsection (5) of section 5 of the Bute Docks (Transfer) Act 1886 and as if the new shares or stock were shares or stock in that capital. Provided that no such resolution shall confer on any such new shares or stock or on the holders thereof any greater powers rights or privileges than are attached to the capital issued under subsection (5) of section 5 of the above-mentioned Act.

Power to
borrow on
mortgage.

66. The Company may in respect of the additional capital of five hundred thousand pounds which they are by this Act authorised to raise by the creation and issue of shares or stock from time to time borrow on mortgage of their undertaking such sums as they think fit not exceeding in the whole one hundred and sixty-six thousand six hundred and sixty-six pounds (that is to say) when a sum of one hundred and fifty thousand pounds in respect of such additional capital has been bonâ fide paid up and certified as hereinafter mentioned they may borrow on mortgage any sum not exceeding fifty thousand pounds and a like additional sum of fifty thousand pounds when every further sum of one hundred and fifty thousand pounds has been bonâ fide paid up and certified as hereinafter mentioned. Provided that such borrowing powers in respect of each sum of one hundred and fifty thousand pounds of such additional capital shall not be exercised by the Company until they shall prove to the justice who is to certify under the fortieth section

of the Companies Clauses Consolidation Act 1845 before he so certifies that shares or stock for raising such additional capital or some part thereof have been bonâ fide paid up to the extent in money of one hundred and fifty thousand pounds in respect of every sum of fifty thousand pounds intended to be borrowed and on 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 proofs aforesaid have been given which certificate shall be sufficient evidence thereof. A.D. 1897:

67. The principal moneys secured by all mortgages granted by the Company in pursuance of the powers of any former Act and subsisting at the time of the passing of this Act 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 principal moneys secured by any mortgages granted by virtue of this Act. Saving for existing mortgages.

68. Section 27 of the Bute Docks Act 1895 with respect to the appointment of a receiver by mortgagees of the Company is hereby repealed but without prejudice to any appointment made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under that section. Appointment of receiver.

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 but 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.

69. The Company may create and issue debenture stock subject to the provisions of section 10 of the Bute Docks (Transfer) Act 1886 Notice of the effect of that section shall be indorsed or stated on all certificates of debenture stock and on all mortgages. Power to create debenture stock.

70. The provisions of the Companies Clauses Consolidation Act 1845 with respect to— Provisions of Companies Clauses Acts extended to new capital.

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 share holders;

The borrowing of money by the Company on mortgage or bond;

The conversion of the borrowed money into capital;

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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 giving of notices ; and

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

and also Parts I. II. and III. of the Companies Clauses Act 1863 (relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock) as amended by subsequent Acts shall subject to the provisions of the Bute Docks (Transfer) Act 1886 and this Act extend and apply to the capital and money hereby authorised to be raised by shares or stock debenture stock or borrowing and the proprietors thereof respectively.

Application of moneys raised.

71. All moneys raised by this Act whether by shares stock debenture stock or borrowing shall be applied only to the purposes of this Act to which capital is properly applicable.

Power to apply capital already authorised.

72. The Company may apply to any of the purposes of this Act to which capital is properly applicable any capital or funds belonging to or authorised to be raised by them and which may not be required for the purposes for which the same were authorised to be raised or directed to be applied.

Power to pay interest out of capital during construction.

73. Notwithstanding anything in this Act or in any Act incorporated therewith it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors of the Company may determine to any holder of shares or stock in the capital of the Company by this Act authorised on the amount from time to time paid up on the shares or stock held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say):—

(A) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by persons who or whose executors administrators or assigns are legally liable for the same :

(B) No interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :

(c) The aggregate amount to be so paid for interest shall not exceed fifty thousand pounds and the amount so paid shall not be deemed capital in respect of which the borrowing powers of the Company under this Act may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid :

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(d) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares or stock to be issued under the powers of this Act and in every certificate of such shares or stock :

(e) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as herein-before set forth 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 holder of shares or stock of the Company on the amount of the calls made in respect of his shares or the amount paid up in respect of his stock as the case may be 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.

74. The ordinary shares of the Company numbers 15501 to 20500 now or lately standing in the name of John Patrick Crichton Stuart Marquess of Bute are hereby cancelled.

Cancelling certain shares belonging to the Marquess of Bute.

VII.—MISCELLANEOUS.

75. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of seventeen thousand four hundred and fifty-two pounds seven shillings and eightpence two and three-quarters per cent. consolidated stock representing a sum of nineteen thousand five hundred and forty-seven pounds has been transferred into the name and with the privity of Her Majesty's Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act of which sum thirteen thousand nine hundred and fifty-six pounds consolidated stock represents five per centum on the amount of the estimate in respect of the railways proposed to be authorised by the Bill for this Act as introduced into Parliament and the remainder that is to say three thousand four hundred and ninety-six pounds (herein-after referred to as "the pier deposit fund") represents four per centum on the

Railway deposit fund not to be repaid except so far as railways opened.

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amount of the estimate in respect of the pier by this Act authorised and of a proposed diversion of the River Taff struck out of the said Bill during its progress through Parliament And whereas two of the railways so proposed to be authorised that is to say Railway No. 4 and Railway No. 5 were also struck out of the said Bill during its progress through Parliament And whereas the sum of twelve thousand two hundred and two pounds consolidated stock represents not less than five per cent. upon the estimate for the railways by this Act authorised (which last-mentioned sum is herein-after referred to as "the railway deposit fund") Be it enacted that notwithstanding anything contained in the said recited Act the railway deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the said railways open the said railways for the public conveyance of passengers Provided that if within the period so limited for the completion of the said railways the Company open any portion of the said railways for the public conveyance of passengers then on production of a certificate of the Board of Trade specifying the length of the portion of the said railways opened as aforesaid and the portion of the railway deposit fund which bears to the whole of the railway deposit fund the same proportion as the length of the said railways so opened bears to the entire length of the said railways the High Court shall on the application of the depositors order the said portion of the railway deposit fund so specified in such certificate as aforesaid to be paid to the depositors or as the depositors shall direct and the certificate of the Board of Trade shall if signed by the secretary or by an assistant secretary of the said Board be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the said recited Act to the contrary notwithstanding.

Application
of railway
deposit fund.

76. If the Company do not previously to the expiration of the period limited by this Act for the completion of the railways by this Act authorised complete and open the same as aforesaid then and in every such case the railway deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways

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by this Act authorised or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred on the Company by this Act for the purposes of the said railways 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 railway deposit fund shall have been found sufficient to satisfy all just claims in respect of such compensation then the railway deposit fund or such portion thereof as may not be required as aforesaid shall if the Company are insolvent or a receiver has been appointed or the said railways have been abandoned be paid to such receiver or be otherwise applied 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 Provided that until the railway deposit fund has been repaid to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

77. On the application of the depositors at any time after the passing of this Act the court may and shall order that the sum of one thousand seven hundred and fifty-two pounds consolidated stock representing five per cent. upon the estimate of Railway No. 4 and Railway No. 5 struck out of the Bill for this Act as aforesaid and transferred into court over and above the railway deposit fund and the pier deposit fund and the interest and dividends thereon shall be transferred to the depositors or to any other person or persons whom the depositors may appoint in that behalf.

Release of
pier deposit
fund &c.

78. The Company shall not under the powers of this Act construct on the shore of the Bristol Channel or of any creek bay or navigable river communicating therewith where and so far up the same as the tide flows and reflows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals If any such work be commenced or completed contrary

Works below
high-water
mark not
to be com-
menced
without
consent of
Board of
Trade.

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to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable accordingly with costs.

Survey of
works by
Board of
Trade.

79. If at any time the Board of Trade deem it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company under the powers of this Act on in over through or across tidal lands or tidal waters or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable accordingly with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Abatement
of works
abandoned
or decayed.

80. If any work constructed by the Company under the powers of this Act on in over through or across tidal lands or tidal waters is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable accordingly with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Restricting
limits of
deviation.

81. No deviation of any works authorised by this Act within the limits of deviation of which any public navigable tidal river or channel is included shall be made from the lines thereof as marked on the deposited plans even within the limits of deviation shown on such plans without the previous consent of the Board of Trade or otherwise than in such manner as is expressly authorised by the Board of Trade.

Provision
as to net
register
tonnage.

82.—(1) In the case of all steam vessels other than steam tugs using or touching at any of the docks basins or piers of the Company the net register tonnage upon which rates are leviable shall in no case be deemed for the purpose of rating to be less than forty per centum of the gross register tonnage of such steam vessels.

(2) In the case of steam tugs the net register tonnage upon which rates are leviable shall in no case be deemed for the purposes of rating to be less than eighteen per centum of the gross register tonnage of such tugs.

Charges for
watchmen.

83. In cases where in order to guard against risk of fire or explosion the Company place any watchman or watchmen on board any vessel using any dock or work of the Company the expenses

of the employment of such watchman or watchmen shall be recoverable as if they were tonnage rates payable in respect of such vessel under the Bute Docks Acts.

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84. Section 50 of the Bute Docks (Transfer) Act 1886 shall extend to authorise the Company to acquire by agreement from the present Marquess of Bute his sequels in estate and assigns or from the estate trustees any easements and any right of user or working any railway situate on any lands belonging to him or them respectively within the borough of Cardiff and now or hereafter to be connected with the lines of the Company and used for traffic to or from the Bute Docks and any such railway while being used and worked by the Company shall be deemed to form part of the docks railways and works of the Company.

Extension of section 50 of Transfer Act.

85. 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 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.

Saving rights of the Crown in the foreshore.

86. Nothing in this Act contained shall 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 present Marquess of Bute his sequels in estate and assigns with reference to any foreshore or property affected by the provisions of this Act except so far as power to purchase the same is given by this Act.

Saving rights of the Marquess of Bute in the foreshore.

87. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866.

Saving of Crown rights.

88. And whereas it is necessary to make provision for protecting the port harbour and docks at Cardiff in the event of war the Company shall set apart at or near the outer edge of the south-easternmost part of the embankment or sea-wall authorised by the Bute Docks Act 1894 at a point to be agreed upon between the Company and Her Majesty's War Department a space measuring fifty yards in length north-east to south-west and twenty-five yards

Company to provide site for the use of Her Majesty's War Department for the purpose of a battery.

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in depth to be occupied by the War Department for the purpose of a battery with right of access thereto for wheeled traffic by the ordinary accesses to the ground of which such space forms part and the War Department shall pay to the Company for such space the sum of ten pounds sterling on the first day of January in every year from and after the date of the War Department taking possession thereof and if at any time the Company shall by the construction or removal of these or other works render it advisable in the opinion of the Secretary of State for War or of the Company that the battery should be removed to another site on the estate of the Company the Company shall provide such substituted site at a point to be agreed between the Company and the War Department without charge to the War Department subject to the annual payment as above provided and so that if such removal shall take place at the instance of the Company the Company shall bear the reasonable expense of such removal.

Deposits for
future Bills
not to be
paid out of
capital.

89. 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.

Provision as
to general
Railway
Acts.

90. Nothing in this Act contained shall exempt any company named in this Act or the railways by this Act authorised 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.

Costs of Act.

91. All costs charges and expenses of and incident to the preparing and applying 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.

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THE FIRST SCHEDULE.

AGREEMENT made this fourth day of March one thousand eight hundred and ninety-seven between the BUTE DOCKS COMPANY (herein-after called "the Company") of the one part and the PONTYPRIDD URBAN DISTRICT COUNCIL (herein-after called "the council") of the other part.

WHEREAS the Company are promoting in the present session of Parliament a Bill herein-after referred to as "the Bill" for the purpose of authorising the Company amongst other things to construct certain new railways within the district of the council:

And whereas the terms herein-after expressed have been agreed upon between the council and the Company for the purpose of protecting the interests of the Council and avoiding opposition by them to the Bill:

And whereas the numbers herein-after referred to are those appearing upon the plans deposited in the office of the clerk of the peace for Glamorganshire in relation to the Bill herein-after referred to as "the deposited plans":

Now it is hereby agreed between the Company and the council as follows (subject to such variations as the Company and the council may mutually agree upon):—

1. The gradient on the eastern side of Railway No. 1 of the road number 30 in the parish of Pontypridd which is to be carried over the said Railway No. 1 at a point between seven miles four furlongs and seven miles five furlongs on the deposited plans shall not be steeper than one in seventy and the stream which runs along the southern side of the same road between such last-mentioned points shall be carried under the railway by an arched culvert. The bridge to carry the same over the railway shall be constructed of a width of not less than twenty-five feet between the parapets and all necessary approaches thereto on either side shall be made of a like width but if the bridge and approaches shall in the first instance be constructed of a less width than thirty-six feet and the council shall thereafter widen the said road to thirty-six feet as from its junction with the county main road up to and as far as the western side of the Glamorganshire Canal the Company shall on being required by the council so to do widen the said bridge to thirty-six feet between the parapets and also the approaches thereto on either side to a like width.
2. The bridge to carry the road number 60 on the deposited plans for the parish of Pontypridd over Railway No. 1 shall be constructed of a width of not less than twenty-five feet between the parapets and all necessary approaches thereto on either side shall be made of a like width but if the

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bridge and approaches shall in the first instance be constructed of a less width than thirty-six feet and the council shall thereafter widen the said road to thirty-six feet as from its junction with the county main road up to and as far as the western side of the Glamorganshire Canal the Company shall on being required by the council so to do widen the said bridge to thirty-six feet between the parapets and also the approaches thereto on either side to a like width.

3. The Company shall carry the footpath at twenty-eight chains on the deposited plans for Railway No. 2 over that railway by a suitable stone brick or iron footbridge having a clear width of six feet between the parapets or fences and the Company shall provide a level crossing with convenient wicket gates six feet wide at least for the footpath shown on the deposited plans at thirty-eight chains on the same railway and shall at all times maintain the said level crossing together with the said wicket gates and the approaches thereto in good order to the reasonable satisfaction in all respects of the surveyor for the time being of the council.
4. The council being desirous that the road number 147 on the deposited plans for the parish of Pontypridd which is proposed to be diverted in the manner shown upon the plans should when diverted have a gradient of one in fifty-five rising eastward and inasmuch as the diverted road cannot be so constructed unless land can be obtained for the purpose east of the Glamorganshire Canal the Company will if the council shall acquire and place at their disposal the necessary land for the purpose before the date at which the Company shall commence to carry out the diversion of the said road construct the altered portion of the said road with a gradient of not less than one in fifty-five rising eastwards but if such land shall not be so acquired and placed at the disposal of the Company by the time aforesaid this present provision shall not be binding on the Company.
5. The roadway of the altered portion of such last-mentioned road including the width of such roadway between the parapets of the bridge carrying the same over the said Railway No. 2 shall not be less than twenty-five feet but if at any time after the construction thereof the council shall widen their road as from its junction with the county main road near the Duffryn Arms Inn Rhydfelan up to and as far as the eastern side of the Glamorganshire Canal to a width of thirty-six feet the Company shall upon being required by the council so to do widen the said diverted road to a corresponding extent and shall also widen the said bridge so that the same shall have a width of not less than thirty-six feet between the parapets.
6. The roadway of the altered portion of the road number 153 on the deposited plans for the parish of Pontypridd which is proposed to be diverted including the width of such roadway between the parapets of the bridge carrying the same over Railway No. 2 shall be of a width of not less than twenty-five feet but if at any time the council shall increase the width of the road as from its junction with the county main road at Rhydfelan up to and so far as the eastern side of the Glamorganshire Canal to a width of thirty-six feet the Company shall on being required

by the council so to do widen the said diverted portion of the road to a corresponding extent and shall also widen the said bridge so that the same shall have a width of not less than thirty-six feet between the parapets.

7. The footpath at one mile and half chain on the deposited plans for Railway No. 2 shall be carried under that railway by a subway having throughout a clear width of not less than twelve feet and a clear headway of not less than eight feet to the spring of the arch.
8. The Cemetery Road number 176 on the deposited plans for the parish of Pontypridd shall not be interfered with further than may be absolutely necessary for carrying Railway No. 2 over the same by a bridge or bridges and the bridge or bridges shall each have a span of not less than thirty-six feet.
9. The width and level of the Glyntaff Road number 180 on the deposited plans for the parish of Pontypridd shall not be interfered with or altered in any way whatever but the Company shall carry Railway No. 2 under the said road by means of a bridge and such bridge shall be of the same width throughout between the parapets as the bridge carrying the said road over the Pontypridd Caerphilly and Newport Railway.
10. The footpath crossing the piece of land number 185 on the deposited plans for the parish of Pontypridd shall be diverted in as convenient a manner as may be reasonably practicable and carried under the Railway No. 2 by means of a subway having throughout a clear width of not less than six feet and a clear headway of not less than eight feet.
11. The footpath crossing the piece of land number 192 on the deposited plans for the parish of Pontypridd near the proposed junction of Railway No. 3 with Railway No. 2 shall be diverted in as convenient a manner as may be reasonably practicable and carried under the railway by means of a subway having throughout a clear width of not less than six feet and a clear headway of not less than eight feet.
12. The new road to be made in the parish of Pontypridd and shown on sheet number 12 of the deposited plans for the said parish shall be constructed so as to give a clear width of fifty feet at least at the termination thereof at its junction with the county main road at the Trallwn Pontypridd (if the powers of the Company admit) and also a clear width of not less than thirty-six feet throughout its entire length.
13. In any and every case (other than cases provided for by Article 16 hereof) where the Company's railways or any or either of them are constructed so that the rails are within sixty feet of any public road the Company shall effectually screen off such parts of such railway or railways to the reasonable satisfaction of the council with screens of an uniform height throughout of nine feet at least and the Company shall at all times thereafter maintain and renew the same as occasion shall require.
14. The Company shall at all times maintain the bridges footbridges and subways to be constructed by them under this agreement the roads thereon and the approaches thereto and the necessary kerbs channels footpaths and fences thereof in good order to the reasonable satisfaction in all respects of the surveyor for the time being of the council.

A.D. 1897.

15. All bridges subways and arches carrying the railways over any road or footpath shall be constructed as far as reasonably practicable so as to prevent the dripping of water on the road or path beneath.
16. All bridges carrying the railways over any road within the district of the council or any such road over the railway shall be constructed with parapets or screens not less than six feet high above the level of the top of the rails or the surface of the road as the case may be and such screens shall extend for six yards on either side of the bridge if the Company's property extends so far and the bridges shall respectively be of sufficient strength to carry the traffic of the district.
17. The Company shall not during the alteration of the level of any road or footpath unnecessarily interrupt the drainage thereof and they shall make provision for the effectual drainage of all such roads and footpaths as altered.
18. The necessary kerbs channels footpaths and fencing of all roads the gradients of which are altered to enable the railways to pass over them shall be provided and fixed by the Company to the reasonable satisfaction of the council and such kerbs channels footpaths and fencing and also the said roads shall for the whole length of the alteration be maintained in good condition and repair by the Company to the reasonable satisfaction of the council for the period of twelve months after the completion of the works in this subsection referred to.
19. No advertisements advertising boards or posters shall be placed on any bridges parapets or walls made or erected by the Company under the powers proposed to be conferred upon them by the Bill when passed within the district of the council without the consent in writing of the council except such as refer solely to the Company's business.
20. Whenever in the execution of any of the works in connexion with the said railways or either of them it may be necessary either temporarily or permanently to intercept or interfere with any sewer drain gas main or pipe the Company shall before intercepting or interfering with such sewer drain gas main or pipe construct according to a plan to be reasonably approved by the council another sewer drain gas main or pipe in lieu of and of equal capacity with the sewer drain gas main or pipe so proposed to be intercepted or interfered with and such substituted sewer drain gas main or pipe shall be connected by and at the expense of the Company with any existing sewer drain gas main or pipe which may be intercepted or interfered with and in such manner as shall be reasonably approved by the council.
21. If by reason of the execution of any of the works in connexion with the said railways any increased length of sewers drains gas mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed provided and laid by the Company according to such plans and sections and in such reasonable manner as shall be approved by the council.
22. The Company shall on demand pay to the council all expenses reasonably incurred by them in altering relaying and making good any sewers drains gas mains and pipes interfered with or affected by the works in connexion with the said railways or any of them.

A.D. 1897.

23. If at any time after the construction of the said railways or either of them the council shall require to carry any sewers drains gas mains or pipes under any or either of the said railways they shall be at liberty so to do without payment of any sum in respect of the easement but the works in connexion therewith shall be executed at the cost of the council and under the supervision and to the reasonable satisfaction of the engineer of the Company and in accordance with a plan to be previously submitted to and approved by such engineer.
24. The council shall not be liable for and shall be indemnified by the Company against all damages and injury which may be caused by or during the construction of the Company's works to the line and works of the Company and the traffic thereon and the persons and property being conveyed on or using such railway by the breaking bursting or leaking of or escape from any sewers belonging to or under the control of the council.
25. The Company shall (if the powers of the Bill when passed will admit thereof) construct passenger and goods stations at Pontypridd Glyntaff Upper-Boat and Nantgarw.
26. If any difference or dispute shall arise between the council and the Company touching any matter or thing herein contained the same shall be referred to and determined by an engineer to be named (failing agreement by the parties) by the President for the time being of the Institution of Civil Engineers in London and the costs of and incidental to such determination shall be borne as such engineer shall determine.
27. The cost of all works and matters which are under this agreement to be executed done or provided by the council at the costs of the Company and all other costs and expenses by this agreement made payable by the Company to the council shall be paid on demand and shall be recoverable in any court of competent jurisdiction.
28. This agreement is made subject to the Act for which the Bill is being promoted being passed in the present session and to its conferring upon the Company such powers as will enable them to carry out and construct the works herein provided for and subject to any alteration or modification thereof which Parliament may see fit to make therein.
29. This agreement is to be scheduled to the Bill and a clause confirming it to be approved by the council or their parliamentary agents is to be inserted in the Bill.

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

The common seal of the Bute Docks Company was hereunto affixed in the presence of

HENRY A. ROBERTS

Secretary.

L.S.

The common seal of the Urban District Council of Pontypridd was hereunto affixed in pursuance of a resolution of the council duly passed on the fourth day of March one thousand eight hundred and ninety-seven in the presence of

JAS. ROBERTS

Chairman.

L.S.

A.D. 1897.

THE SECOND SCHEDULE.

AN AGREEMENT made the eighteenth day of March one thousand eight hundred and ninety-seven between the BUTE DOCKS COMPANY (herein-after called "the Company") of the one part and the CAERPHILLY URBAN DISTRICT COUNCIL (herein-after called "the council") of the other part.

WHEREAS the Company are promoting in the present session of Parliament a Bill for authorising them to construct and maintain amongst other works a Railway (No. 1) partly in the parish of Eglwysilan and within the district of the council:

And whereas the council propose to lay down certain pipes for sewerage purposes in the lines indicated by a red colour upon certain plans signed with reference to this agreement by Henry Adolphus Roberts on behalf of the Company and David Lewis on behalf of the council:

And whereas the council apprehend that such pipes if laid down before the construction of the proposed railway would or might be interfered with in the course of the construction thereof:

Now for the purpose of protecting the interests of the council and avoiding opposition by them to the Bill it is hereby agreed between the Company and the council as follows:—

1. If the said sewerage works shall be constructed before the construction of the said proposed railway the Company shall in constructing the said railway take all reasonable precautions and make and maintain all such works as may be reasonably necessary for preventing as far as possible any injury to the sewerage pipes or works of the council and make good all damage which may be occasioned thereto by the construction of such railway.
2. In any case in which the works of the Company shall cross or overlie any sewer of the council to be constructed as aforesaid the Company shall bear any costs reasonably incurred in strengthening and securing such sewer and in repairing all damage which may from time to time be occasioned thereto by reason of the construction of the said works of the Company and the Company shall allow the council their officers agents workmen and contractors with or without materials to have free access at all times to any part of any such sewer so crossed or overlaid as aforesaid.
3. If in the construction of any works of the Company any manhole giving access to any such sewer shall be interfered with the Company shall before interfering with any such manhole give to the council fourteen days' notice in writing of their intention to interfere with such manhole and the Company shall before interfering with such manhole provide to the reasonable satisfaction of the engineer for the time being of the council such substitute for such manhole as will give reasonable access to such sewer.

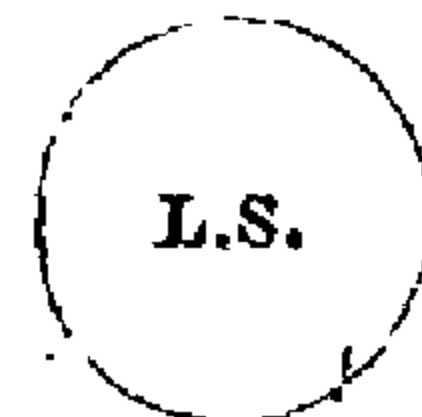
A.D. 1897.

- 4 If the said sewers shall not be constructed before the construction of the said railway the Company shall bear and pay to the council the cost of any strengthening works which may be rendered necessary by reason of the existence of the said railway and which cannot be avoided by some reasonable diversion of the proposed line of the sewer.
5. If at any time hereafter the council shall desire to lay or place under the railway any sewerage or gas or water pipes the placing of which will not involve danger or injury to the railway the Company shall without charge other than the expense (if any) actually incurred by them in connexion therewith afford the council reasonable facilities for placing the same at their own cost and the council shall save harmless and keep indemnified the Company from and against all losses expenses damages claims and demands which the Company may be put to or sustain by accident or otherwise by reason of or connected with any such operation of the council as aforesaid.
6. If any difference or dispute shall arise between the Company and the council touching any matter or thing herein contained or any money to be paid hereunder other than money which may become payable under the last preceding paragraph such difference or dispute shall be determined by an engineer to be named if the parties cannot agree by the President for the time being of the Institution of Civil Engineers in London and the costs of and incidental to such determination shall be borne as such engineer shall direct.

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

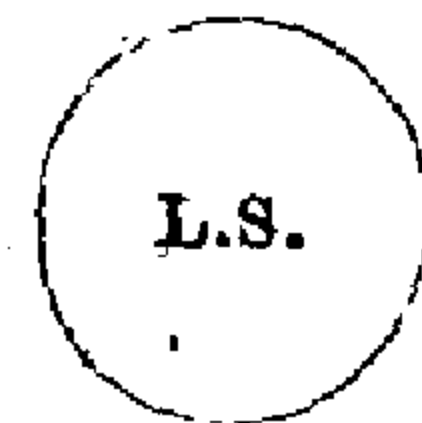
The common seal of the Bute Docks Company was hereunto affixed in the presence of

HENRY A. ROBERTS
Secretary.



The common seal of the Caerphilly Urban District Council was hereunto affixed in the presence of

DAVID LEWIS
Clerk.



THE THIRD SCHEDULE.

AGREEMENT made this eighteenth day of March one thousand eight hundred and ninety-seven between the BUTE DOCKS COMPANY (herein-after called "the Company") of the one part and the LLANDAFF AND DINAS POWIS RURAL DISTRICT COUNCIL (herein-after called "the council") of the other part.

WHEREAS the Company are promoting a Bill (herein-after called "the Bill") in the present session of Parliament for the purpose (amongst others) of authorising them to construct certain new railways of which Railways Nos. 1

A.D. 1897. and 7 will be in part in the district of the council and would or might if constructed interfere with certain roads footpaths and means of communication as well as with certain sewer and water pipes manholes and lampholes of the council or in which they are interested :

Now for the purpose of protecting the interests of the council and avoiding opposition by them to the Bill it is hereby agreed between the council and the Company (in the event of the Bill being passed and the said Railways Nos. 1 and 7 being constructed) as follows :—

1. The Company shall take all reasonable precautions and make and maintain all such works as may be reasonably necessary for preventing as far as possible any injury to any sewerage or water works or pipes of the council and make good all damage that may be occasioned thereto by the construction of the said railways.
2. In any case not herein specially provided for in which the works of the Company shall cross or overlie any sewer of the council the Company shall bear any costs reasonably incurred in strengthening and securing such sewer and in repairing all damage which may from time to time be occasioned thereto by reason of the construction of the said works of the Company and the Company shall allow the council their officers agents workmen and contractors with or without materials to have free access at all times to any part of any such sewer so crossed or overlaid as aforesaid.
3. The sewer of the council which will be crossed by Railway No. 1 [between three miles six furlongs and three miles seven furlongs shall be carried under the railway by nine-inch cast-iron pipes to be constructed by the Company.
4. The four-inch water pipe of the council for the present supply of the parish of Radyr and the future supply of the parish of Pentyrch which crosses the intended line of Railway No. 1 between four miles and four miles one furlong shall be altered by the Company so as to carry it in the road over the railway by means of the bridge to be constructed to carry the public road in which the pipe now is over the railway at that point.
5. If a certain sewer which is proposed to be constructed by the council in the parish of Llanishen near the centre line of Railway No. 7 between one furlong and two furlongs on that railway shall be constructed before that railway and if the construction of the railway shall render it necessary to remove the said sewer or to construct the railway embankment over the same the Company shall remove so much thereof as it may be necessary to remove or as would be overlaid if not removed by the railway embankment and properly relay the same along the northern side of the embankment.
9. The footpath at one mile forty-four chains on Railway No. 1 in the parish of Whitchurch shall be carried over the railway by an overbridge.
7. The footpath at one mile seventy-one chains on Railway No. 1 shall be diverted as may be necessary and the railway carried over the same and the stream which runs by the side of the footpath by a bridge to be constructed as nearly as may be to one mile seventy-three chains.

A.D. 1897.

8. A level crossing with wicket gates on either side shall be provided by the Company for the footpath between the fields Nos. 20 and 22 on the deposited plans in the parish of Whitchurch.
9. The footpaths between two miles two furlongs and two miles three furlongs on the line of Railway No. 1 in the parish of Whitchurch shall be carried over the railway by a bridge to be provided by the Company who shall also so alter the said footpaths or one of them as to admit of their being conveniently carried over by the same bridge.
10. The footpath between two miles six furlongs and two miles seven furlongs on Railway No. 1 in the parish of Whitchurch shall be diverted so as to be conveniently carried over the railway and shall be carried over the railway by a bridge to be constructed by the Company.
11. The bridge over the Glamorganshire Canal between three miles three furlongs and three miles four furlongs on Railway No. 1 in the parish of Whitchurch shall be constructed of such width that the road now existing on the side of the canal shall be carried under the same without diminution of width and the footpath at three miles three furlongs on the same railway shall be diverted so as to pass under the same bridge on the eastern side of the canal.
12. All the aforesaid works shall be carried out by the Company at their expense and to the reasonable satisfaction of the surveyors for the time being of the council and the sheets of the deposited plans hereby referred to are to be considered as annexed to and forming part of the contract.
13. If any difference or dispute shall arise between the Company and the council touching any matter or thing herein contained such difference or dispute shall be determined by an engineer to be named if the parties cannot agree by the President for the time being of the Institution of Civil Engineers in London and the costs of and incidental to such determination shall be borne as such engineer shall direct.
14. The council shall not oppose the Bill.
15. The Company shall use their best endeavours to procure this agreement to be scheduled to and confirmed by the Bill when passed into law subject to such modifications if any as Parliament may think fit.

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

The common seal of the Bute Docks Company was hereunto affixed in the presence of

HENRY A. ROBERTS
Secretary.

L.S.

The common seal of the Llandaff and Dinas Powis Rural District Council was hereunto affixed

R. FORREST
Chairman.
M. WARREN
Clerk.

L.S.

A.D. 1897.

THE FOURTH SCHEDULE.

MEMORANDUM OF AN AGREEMENT made the eighteenth day of March one thousand eight hundred and ninety-seven between the BUTE DOCKS COMPANY (herein-after referred to as "the Company") of the one part and the GLAMORGAN COUNTY COUNCIL (herein-after called "the council") of the other part.

WHEREAS the Company have deposited in Parliament a Bill (herein-after referred to as "the Bill") to enable them to construct a line of railway which is intended to cross in several places an important main road vested in and under the management of the council and the council are apprehensive that the powers sought by the Bill might be exercised in a way that would or might be injurious to the said road and it has been agreed that such powers shall be exercised in accordance with the provisions herein contained :

And whereas the numbers herein-after mentioned are the numbers in the deposited plans and books of reference :

Now it is agreed as follows :—

1. The main road from Cardiff to Caerphilly numbered 30 in the parish of Llanishen shall be carried over the Railway No. 1 by a bridge thirty-five feet in width and approaches of the same width and of a gradient not worse than 1 in 30.
2. The main road from Cardiff to Merthyr (herein-after called "the Merthyr Road") shall be carried over the Railway No. 1 where numbered 35 in the parish of Whitchurch by a bridge thirty-five feet in width and approaches of the same width and of a gradient not worse than 1 in 30.
3. The Merthyr Road shall not be diverted as shown at six miles on Railway No. 1 but the said railway shall be diverted as shown in red on the plan annexed hereto signed by the engineers of the Company and the council and carried over the said road without altering the course or level thereof by a bridge of thirty-five feet span and sixteen feet high throughout.
4. Railway No. 1 shall be carried over the Merthyr Road at six miles thirty chains without altering the course or level thereof by a bridge of thirty-five feet span and sixteen feet high throughout.
5. Railway No. 6 shall be carried over the Merthyr Road at 0 miles fifty-one chains without altering the course or level thereof by a bridge of thirty-five feet span and sixteen feet high throughout.
6. The spans and widths of all the above-mentioned bridges shall be as measured clear between the abutments or parapets at right angles to the course of the road where crossed.
7. Railways 1 2 and 3 in the Bill mentioned shall if authorised and constructed be laid out constructed and equipped so as to satisfy the requirements of the Board of Trade in respect of railways to be used for passenger traffic and the Company will within twelve months after the opening of the said railways or any part thereof for merchandise or mineral traffic open the same or such part for passenger traffic and will exercise

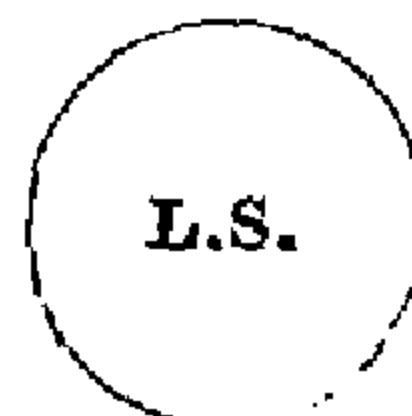
for such traffic any running powers they may obtain (subject to its being found possible to make reasonable arrangements for the purpose which the Company shall use their best endeavours to do) over such part or parts of the Rhymney Railway as are necessary to make a complete communication so far as such railways or parts of railways and the powers of the Company will admit between Cardiff and Pontypridd Provided that the requirements of this clause shall be deemed to be complied with if arrangements shall be made whereby passenger traffic shall in fact be carried over such railways as aforesaid though the same may not be done by the Company If the Company wilfully make default in compliance with the provisions of this clause they shall cease to use the railway or part of railway in respect of which such default exists for mineral or merchandise traffic until such default has been remedied.

8. The Company will amend the Bill by introducing a clause confirming this agreement which is to be scheduled to the Bill and will use their best endeavours to pass it into law.

In witness whereof the Bute Docks Company and the Glamorgan County Council have caused their respective common seals to be hereunto affixed the day and year first above written.

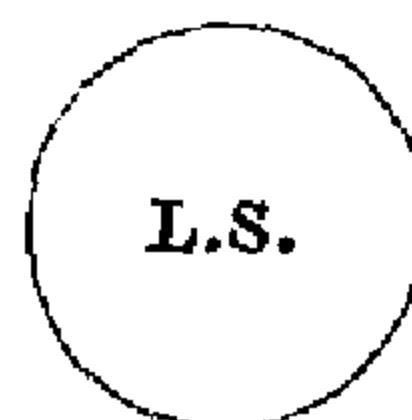
The common seal of the Bute Docks Company was hereunto affixed in the presence of

HENRY A. ROBERTS
Secretary.



The seal of the Glamorgan County Council was hereunto affixed this day of one thousand eight hundred and ninety-seven in the presence of

O. H. JONES
A Member of the County Council.
T. MANSEL FRANKLEN
Clerk of the County Council.



THE FIFTH SCHEDULE.

AGREEMENT made this eighteenth day of March one thousand eight hundred and ninety-seven between the BUTE DOCKS COMPANY (herein-after called "the Company") of the one part and the PONTYPRIDD BURIAL BOARD (herein-after called "the board") of the other part.

WHEREAS the Company are promoting in the present session of Parliament a Bill for authorising them amongst other things to construct certain railways in the parish of Pontypridd for the purposes of the construction of which if authorised certain property of the board will be required and other portions of their property will or may be affected :

And whereas the numbers herein-after referred to are the numbers upon the plans of the proposed works (in the parish of Pontypridd) deposited in the

A.D. 1897. office of the clerk of the peace for the county of Glamorgan in relation to the said Bill:

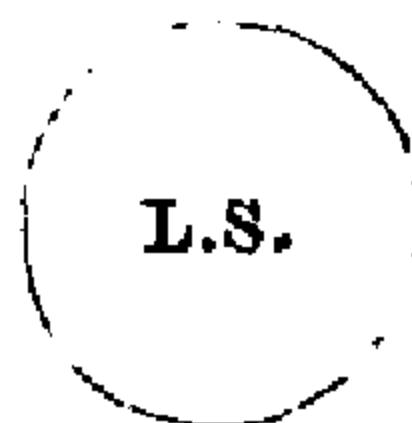
Now for the purpose of protecting the interests of the board and avoiding opposition by them to the Bill it is hereby agreed between the Company and the board as follows:—

1. That the limits of deviation on the eastern side of the proposed Railway No. 2 through the lands numbers 171 172 173 175 and 176 shall be altered and that the agreed limits of deviation shall be the dotted red line A A upon the plan hereto annexed and that none of the land between the limits of deviation as originally shown and the dotted line A A shall be taken by the Company.
2. The Company shall construct along their eastern boundary through the pieces of land numbers 173 and 175 a rubble stone boundary wall of similar character to that which surrounds the burial ground of the board such wall to be not less than seven feet high above the ground.
3. The Company shall construct the bridge of the road numbered 176 with a span of thirty-six feet instead of twenty-five feet.
4. The Company shall construct a passenger station at Glyntaff in some parts of the lands numbers 178 and 179.
5. A culvert shall be constructed for carrying the stream marked B B on the plan herewith under the proposed Railway No. 2 which culvert shall be circular of nine-inch brickwork and have an opening of at least four feet six inches diameter the invert to be laid on concrete.
6. If the board shall at any time desire to drain the low-lying portion of the land numbered 173 westward through the embankment of the proposed Railway No. 2 the Company will not oppose the same but will afford the board reasonable facilities for so doing at the cost of the board but without charge by the Company but the board shall give fourteen days' previous notice to the Company of their intention to carry out any such work with plan and section of the same and if the Company shall disapprove the same within such period of fourteen days the work shall not be proceeded with Provided that if the board and the Company fail to agree as to the plan the question in dispute shall be referred to an engineer to be appointed (failing agreement) by the President for the time being of the Institute of Civil Engineers in London and the approval of a plan by such engineer shall be equivalent to approval by the Company and such engineer shall have power to decide by whom the expenses incidental to the determination of the dispute shall be paid The work shall be carried out in all respects in accordance with the approved plan and section and to the reasonable satisfaction and under the supervision of the engineer for the time being of the Company and if so carried out the Company shall make no claim for damages caused to their property or works or delay of traffic or otherwise in consequence of the construction thereof.
7. The above terms shall have effect only in the event of the Bill being passed and Railway No. 2 being constructed.
8. The board shall offer no opposition to the said Bill.
9. The Company will amend their Bill by introducing a clause confirming this agreement which is to be scheduled to the Bill and will use their best endeavours to pass it into law subject to such modifications (if any) as Parliament may think fit to make therein.

In witness whereof the Company and the board have caused their respective seals to be hereunto affixed the day and year first above written. A.D. 1897.

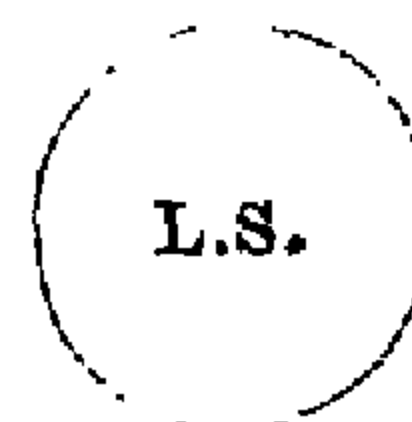
The common seal of the Bute Docks Company was hereunto affixed in the presence of

HENRY A. ROBERTS
Secretary.



The common seal of the Pontypridd Burial Board was hereunto affixed at their meeting held on the fourth day of March one thousand eight hundred and ninety-seven in the presence of

R. ROGERS
Chairman.
JAMES E. SPICKETT
Clerk.



THE SIXTH SCHEDULE.

PROPERTIES OF WHICH PORTIONS MAY BE TAKEN WITHOUT TAKING THE WHOLE.

Parish.	No. on deposited Plans.
RAILWAY NO 1.	
Llanishen - - - -	10.
Whitchurch - - - -	2 37 100a 104a 111a 120.
Eglwysilan - - - -	12 16 21 25 32 34 37 106 107 150 163 185 188 202 206 233.
Pontypriddy - - - -	26 35 54 56 69.
RAILWAY NO 2.	
Pontypridd - - - -	152 163 188 190.
RAILWAY NO. 6.	
Pontypridd - - - -	101 103 124 125.
RAILWAY NO. 7.	
Llanishen - - - -	2 5 7.

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