



ANNO VICESIMO OCTAVO & VICESIMO NONO

# VICTORIÆ REGINÆ.

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## Cap. 3.

An Act for the better carrying into effect of  
“Baroness *Windsor’s* Estate Act, 1857.”

[5th July 1865.]

**W**HEREAS by Baroness *Windsor’s* Estate Act, 1857, (in this Act called the Estate Act,) an Agreement (in this Act called the Purchase Agreement), which is evidenced by Two Copies of Articles of Agreement respectively set forth in the Third and Fourth Schedules to that Act, the one dated the Thirtieth Day of *April* One thousand eight hundred and fifty-six, between the Earl *Amherst* and *John Drummond* of the First Part, the Right Honourable *Harriet* Baroness *Windsor* (in this Act called Lady *Windsor*) of the Second Part, the Honourable *Robert Windsor Clive* of the Third Part, and the Company therein called “the *Ely* Tidal Harbour and Railway Company, completely registered,” now “the *Penarth* Harbour, Dock, and Railway Company,” (in this Act called the *Penarth* Company,) of the Fourth Part, and the other dated the Fifth Day of *June* One thousand eight hundred and fifty-seven, between *John Drummond* of the First Part, Lady *Windsor* of the Second Part, the Honourable *Robert Windsor Clive* of the Third Part, and the *Penarth* Company (therein called “the *Ely* Tidal Harbour and Railway Company”) of the Fourth Part, was

20 & 21 Vict.  
c. 7. (*Priv.*)

[*Private.*]

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confirmed :

*Baroness Windsor's Estate Act, 1865.*26 & 27 Vict.  
c. lxxv.

confirmed: And whereas by the Purchase Agreement Provision was made for the Conveyance to the Company of Lands (in this Act called the Purchased Lands) being respectively Parts of the Settled Estates then late of *Other Archer* Earl of *Plymouth* deceased, in consideration of perpetual yearly Rentcharges to be assured to the Limitations affecting the Settled Estates, and each of which Rentcharges was to consist in part of One Half of the Rents or other pecuniary Consideration not being Rates or Dues received by or satisfied to the Company in respect of Parts of the Purchased Lands which they should let, whether at a mere Ground Rent or at a Rack-rent, or at any intermediate Rent: And whereas by the *Penarth* Harbour, Dock, and Railway (Leasing) Act, 1863, (in this Act called the Leasing Act,) an Agreement (in this Act called the Lease Agreement), dated the Thirteenth of *August* One thousand eight hundred and sixty-two, between the *Penarth* Company of the one Part, and the *Taff Vale* Railway Company (in this Act called the *Taff Vale* Company) of the other Part, which is set forth in the Schedule to the reciting Act, being an Agreement for the leasing by the *Penarth* Company to the *Taff Vale* Company of the Undertaking, Works, Lands (including the purchased Lands), and other Property of the *Penarth* Company, was confirmed, and the *Penarth* Company were authorized to grant, and the *Taff Vale* Company to accept, Two Leases accordingly: And whereas when the Estate Act was passed it was not contemplated that a Lease of the Undertaking, Works, Lands, and other Property of the *Penarth* Company would be granted, and no Provision was thereby made to meet such a Contingency: And whereas it is considered that if the Leases authorized by the Leasing Act were made in literal Accordance with the Lease Agreement the Leases would, within the Meaning of the Purchase Agreement, amount to a Letting by the *Penarth* Company of the Purchased Lands, and Questions which could not be decided without Litigation or the Action of Parliament would arise whether the Rents reserved by the Leases respectively ought not to be apportioned in respect of the Purchased Lands, and how the Apportionment ought to be made, and whether the Apportionment thereof would not preclude Lady *Windsor* and the other Persons from Time to Time entitled to the Rentcharges from obtaining any further Benefit by the Letting by the *Taff Vale* Company during the Continuance of the Leases respectively, of any Parts of the Purchased Lands, how great soever might be the Amount of the Rents reserved by them on those Lettings: And whereas such a Consequence of the leasing of the Undertaking, Works, Lands, and Property of the *Penarth* Company to the *Taff Vale* Company might be seriously prejudicial to Lady *Windsor* and the other Persons from Time to Time entitled to the Rentcharges, and would be contrary to the Intention of the Estate Act and of the Leasing Act respectively: And whereas Lady

*Windsor*



*Baroness Windsor's Estate Act, 1865.*

*Windsor* is still equitable Tenant for Life in possession of the Settled Estates, with immediate Remainder to *Robert George Windsor Clive*, who has the first vested Estate Tail therein, and who is an Infant of the Age of Seven Years or thereabouts, with immediate Remainder to *George Herbert Windsor Windsor Clive*, who has the next vested Estate Tail therein, and who is of full Age: And whereas by reason of the Difficulties in which the Matter is now involved the Conveyance of the Purchased Lands to the *Penarth* Company, and the Leases to the *Taff Vale* Company, cannot safely be made: And whereas it is of Importance to Lady *Windsor* and the several other Persons from Time to Time interested in the Rentcharges, and also to the *Penarth* Company and the *Taff Vale* Company respectively, and it is expedient, that those Difficulties be removed, and Provision be made for securing the due Payment of the Rentcharges, in accordance with the Intention of the Purchase Agreement, notwithstanding the granting of the Leases: And whereas Doubts have been raised as to the Effect of the Expression "shipped or exported or imported," in the Fourth Clause of the recited Articles of Agreement of the Thirtieth Day of *April* One thousand eight hundred and fifty-six, and in the Sixteenth Clause of the recited Articles of Agreement of the Fifth Day of *June* One thousand eight hundred and fifty-seven, and it is expedient that those Doubts be removed: And whereas the Period within which the Trustees of the Estate Act may expend Monies on the Building Lands is limited to Ten Years after the passing of that Act: And whereas nearly Eight Years of those Ten Years have elapsed: And whereas the Trustees have expended on the Building Lands only about Three Fifths of the Monies which by the Estate Act they are authorized to expend thereon, and it would be to the Advantage of the Settled Estates that the Expenditure of the Remainder of those Monies should be spread over a longer Period than the now next Two Years or thereabouts: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: Therefore Your Majesty's most dutiful and loyal Subject *Harriet* Baroness *Windsor* doth most humbly beseech 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,)

1. This Act may for all Purposes be cited as "*Baroness Windsor's* Short Title. Estate Act, 1865."

2. The granting by the *Penarth* Company to the *Taff Vale* Company of any Lease authorized by the Leasing Act, and comprising the Purchased Lands or any Part thereof, shall not be a Letting by the *Penarth* Company not to be a Letting of the Purchased

*Baroness Windsor's Estate Act, 1865.*

Land requiring Part of Rent to be Part of Rent-charges.

the *Penarth* Company of the Purchased Lands or any Part thereof, so as to require that any Part of the Rent reserved by the Lease so granted be paid as a Portion of the Rentcharges provided for by the Purchase Agreement or either of them.

During Lease Taff Vale Company substituted for Penarth Company, as to Purchased Lands and Rent-charges ;

3. During the Continuance of any Lease granted under the Leasing Act by the *Penarth* Company to the *Taff Vale* Company, and comprising any Part of the Purchased Lands, the Purchase Agreement shall, with respect to the Purchased Lands comprised in the Lease, be read and have Effect ; and the several Obligations, Liabilities, Rights, and Remedies of all Parties from Time to Time entitled under the Purchase Agreement, and any Conveyance made in pursuance thereof, shall, with respect to the Rentcharges provided for by the Purchase Agreement, and issuing out of the same Lands, be the same as if the *Taff Vale* Company, instead of the *Penarth* Company, were the Party of the Fourth Part to the recited Articles of Agreement respectively, and the Purchase Agreement and those Conveyances respectively shall be read and have Effect accordingly.

but not to free Penarth Company from Liability under Estate Act ;

4. Provided, That this Act or anything herein contained shall not free the *Penarth* Company from any Obligation or Liability under the Purchase Agreement or the Estate Act, or any Conveyance made under the Estate Act to them, to which they would be subject if the Leasing Act and this Act respectively had not been passed.

but Taff Vale Company to be liable as Principals and Penarth Company as Sureties.

5. But during the Continuance of any Lease granted by the *Penarth* Company to the *Taff Vale* Company under the Leasing Act, and as between the Persons from Time to Time entitled to the Rentcharges, on the one hand, and the *Penarth* Company and *Taff Vale* Company respectively on the other hand, and also as between the *Penarth* Company on the one hand, and the *Taff Vale* Company on the other, the *Taff Vale* Company, in respect of the Rentcharges, shall be liable as Principals, and the *Penarth* Company shall be liable only as Sureties.

Conveyances and Leases to be made so as to give Effect to Act.

6. The Conveyances to be made of the Purchased Lands to the *Penarth* Company under the Estate Act, and the Leases to be made by the *Penarth* Company to the *Taff Vale* Company under the Leasing Act, may and shall respectively be made in such Manner and Form in all respects as are proper and sufficient for giving Effect to the Provisions of this Act.

Meaning of "shipped or exported or imported" in Purchase Agreements.

7. The Expression "shipped or exported or imported" in the Fourth Clause of the recited Articles of Agreement of the Thirtieth Day of *April* One thousand eight hundred and fifty-six, and in the Sixteenth Clause of the recited Articles of Agreement of the Fifth Day of *June* One thousand eight hundred and fifty-seven, respectively,



*Baroness Windsor's Estate Act, 1865.*

tively, does not include any Article or Material from Time to Time deposited, or taken at or to or from any Part of the Purchased Lands, unless the same be actually conveyed from or to some Part of the Purchased Lands, outwards or inwards, across an imaginary straight Line drawn from the Mouth of the River *Rumney* to *Lavernoch Point*, and does not include any Article or Material from Time to Time brought by any Vessel into the Harbour, Dock, or Works of the *Penarth* Company, and conveyed out of the Harbour, Dock, or Works by the same Vessel, without being transhipped or landed, or any Article or Material from Time to Time used or applied in or about the Construction or Maintenance of any of the Works of the *Penarth* Company, and in respect of which they, or their Lessees or Assignees, do not make any Charge as or of the Nature of a Landing or Wharfage Rate.

8. Section Eleven of the Estate Act shall be read and have Effect as if the Expression "Twenty Years" were substituted therein for the Expression "Ten Years" therein.

"20 Years" to be substituted for "10 Years" in Sect. 11. of Estate Act.

9. All the Costs, Charges, and Expenses of and incident to the preparing and applying for and the obtaining and passing of this Act shall be borne and paid by the *Penarth* Company and the *Taff Vale* Company, or One of them, as they mutually agree on.

Expenses of Act.

10. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, and to every other Person and Body Politic and Corporate, and their respective Heirs, Successors, Executors, Administrators, and Assigns, (other than and except the several Persons who are by this Act expressly excepted out of this General Saving,) all such Estate, Right, Title, Interest, Claim, and Demand whatsoever, of, into, upon, or with respect to the several Estates specified in the First and Second Schedules to the Estate Act annexed respectively, or any Part thereof, as they or any of them had before the passing of this Act, or could or might have had or enjoyed if this Act were not passed.

General saving.

11. Provided, That the following Persons are excepted out of the General Saving in this Act contained, and accordingly are the only Persons bound by this Act; (that is to say,)

Persons excepted from General Saving and bound by Act.

1st. Lady *Windsor* :

2dly. *Robert George Windsor Clive*, and the Heirs Male of his Body, and his and their respective Assigns :

3dly. *George Herbert Windsor Windsor Clive*, and the Heirs Male of his Body, and his and their respective Assigns :

4thly. The Honourable *Robert Charles Herbert* and the Right Honourable *Orlando George Charles* Earl of *Bradford*,

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*Baroness Windsor's Estate Act, 1865.*

their Heirs and Assigns, as Trustees during the Life of Lady *Windsor*, in the Place of the Earl *Amherst* and *John Drummond* :

5thly. All and every Person and Persons entitled or to become entitled under the Limitations of the Will of *Other Archer* Earl of *Plymouth*, recited in the Estate Act, to take effect after the Limitation to the Use of the Third Son of Lady *Windsor* and the Heirs Male of his Body, therein contained :

6thly. The *Penarth* Company, their Lessees and Assigns :

7thly. The *Taff Vale* Company, their Lessees and Assigns.

Assent to  
Act of *Taff*  
*Vale* Com-  
pany.

**12.** Inasmuch as the Assent to this Act of the *Taff Vale* Company, with the Sanction of Shareholders of that Company, has not been proved : Therefore, the Provisions following shall have Effect ; (that is to say,)

(a.) This Act shall not bind the *Taff Vale* Company unless and until their Assent thereto, with the Sanction of Shareholders, be given, as provided by this Section : This Act shall be submitted to the Shareholders of the *Taff Vale* Company at a Meeting held specially for that Purpose :

(b.) The Meeting shall be called by Advertisement inserted for Two consecutive Weeks in a Morning Newspaper published in *London*, and in a Newspaper of the County of *Glamorgan*, and also by a Circular addressed to every Shareholder at his last known or usual Address, and sent by Post or delivered at that Address not less than Ten Days before the Day of holding the Meeting, enclosing a blank Form of Proxy, with proper Instructions for the Use of the same :

(c.) The same Form of Proxy, and the same Instructions, and none other, shall be sent to every Shareholder :

(d.) No such Form of Proxy shall be stamped, nor shall the Funds of the *Taff Vale* Company be used for the stamping of any of the Forms, unless the *Taff Vale* Company at a General Meeting otherwise determine, in which Case a stamped Form of Proxy shall be sent to every Shareholder with the prescribed Instructions :

(e.) The Meeting shall be held not earlier than Seven Days after the last Insertion of the Advertisement :

(f.) At the Meeting this Act shall be submitted to the Shareholders then present :

(g.) If this Act be approved by Shareholders present at the Meeting in person or by proxy, and holding at least Three Fourths of the paid-up Capital of the *Taff Vale* Company represented at the Meeting, the Shareholders being qualified to vote at the Meeting in right of such Capital, then, but not

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*Baroness Windsor's Estate Act, 1865.*

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not otherwise, the Assent of the *Taff Vale* Company to this Act shall be given in Writing in the Form following :

(*h.*) ‘ The *Taff Vale* Company, with the Sanction of Shareholders  
‘ required by *Baroness Windsor's Estate Act, 1865*, do  
‘ hereby assent to the Act. Given under their Common  
‘ Seal, this                      Day of                      A.D. 1865 :’

(*i.*) The Assent so given shall be enrolled in the High Court of Chancery within Three Months after the Date thereof :

(*j.*) If the Assent of the *Taff Vale* Company to this Act be so given and enrolled within Three Years next after the passing of this Act, then, but not otherwise, the *Taff Vale* Company shall as from and after the passing of this Act be bound by this Act :

(*k.*) An official Copy of the Assent of the *Taff Vale* Company to this Act, given in the prescribed Form, and enrolled in the High Court of Chancery within Three Years next after the passing of this Act, shall, in the Absence of Proof to the contrary, be Evidence that the Requirements of this Section have been complied with, and the *Taff Vale* Company are bound by this Act.

**13.** This Act shall not be a Public Act, but shall be printed by the several Printers to the Queen's most Excellent Majesty duly authorized to print the Statutes of the United Kingdom ; and a Copy thereof, so printed by any of them, shall be admitted as Evidence thereof by all Judges, Justices, and others.

Act as  
printed by  
Queen's  
Printers to  
be Evidence.

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LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1865.

