



CHAPTER cii.

An Act to enlarge the powers of the Taff Vale Railway Company with reference to the construction of works and the acquisition of lands and for other purposes. A.D. 1899.

[13th July 1899.]

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

And whereas plans and sections showing the line and levels of the said bridge and plans showing the lands required or which may be taken for the purposes or under the powers of this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerk of the peace for the county of Glamorgan and are herein-after respectively referred to as the deposited plans sections and book of reference :

And whereas it is expedient that the time now limited for the compulsory acquisition of certain lands and for the completion of certain railways which the Company have been authorised to acquire and construct should be extended :

And whereas it is expedient that further provision should be made with reference to the capital of the Company and that the Company should be empowered to apply their capital to the purposes of this Act :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 be cited for all purposes as the Taff Vale Short title. Railway Act 1899.

A.D. 1899.

Incorporation of general Acts.

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

The Lands Clauses Acts; and

Part II. (relating to extension of time) of the Railways Clauses Act 1863.

Interpretation.

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

Power to make footbridge.

4. Subject to the provisions of this Act the Company may in the line and according to the levels shown on the deposited plans and sections make and maintain a footbridge in the parish and urban district of Pontypridd in the county of Glamorgan commencing at a point on the public road between Pontypridd and Cilfynydd opposite the road on the northern side of the Workmen's Hall at Cilfynydd and passing thence over the Glamorganshire Canal and the sidings of the Albion Colliery Company and terminating at a point one hundred and thirty-five yards or thereabouts in a westerly direction from its commencement and the Company may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference relating thereto as may be required for that purpose.

In constructing the said footbridge the Company may deviate from the line thereof as shown on the deposited plans to any extent within the limits of deviation shown on the said plans and they may deviate from the levels thereof as shown on the deposited sections to any extent not exceeding five feet but not so as to diminish the height at which the said bridge is shown on the said sections as passing over the said canal and sidings respectively or so as to contravene any of the provisions of the section of this Act of which the marginal note is "For protection of Glamorganshire Canal" without the consent in writing of the Company of Proprietors of the Glamorganshire Canal Navigation or of the Albion Colliery Company as the case may be.

For protection of Glamorganshire Canal.

5. 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 (that is to say):—

(A) The footbridge and works by the last preceding section authorised shall not when completed interfere with the waterway or towing path of the canal of the Canal Company and such bridge shall be constructed and maintained so as to have a clear span of sixty feet on the square and a clear height

A.D. 1899.

of thirteen feet throughout from the existing level of the towing path at the edge of the waterway to the underside of the girders and the abutments of the bridge shall be built parallel with the centre line of the canal:

- (b) Notwithstanding anything contained in the last preceding section no property of the Canal Company shall be taken or acquired by the Company for the purpose of constructing the said footbridge and works but an easement only shall be acquired for that purpose and neither during the construction of the said bridge nor at any other time shall the free passage of traffic along the canal or towing path be impeded:
- (c) 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 or user of the said footbridge or works connected therewith:
- (d) 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.

6. 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):—

For protection of Corporation of Cardiff.

- (1) Notwithstanding anything shown on the deposited plans or described in the deposited book of reference or contained in this Act the Company shall not except with the previous consent of the Corporation under their common seal enter upon take or use any greater portion of the lands numbered on the deposited plans 14 15 and 16 respectively in the county borough of Cardiff other than a strip parallel with and adjoining the southern fence of the Penarth Dock and Harbour Railway and of a uniform width throughout not exceeding two chains:
- (2) The Company before they enter upon or take any portion of the said lands numbered on the deposited plans 14 15 and 16 in the county borough of Cardiff shall acquire and convey to the Corporation such parts of the lands numbered 17 18 19 20 24 and 25 upon the deposited plans as shall be outside the limits of an imaginary line drawn parallel to and at a distance of three chains from the said southern fence For the purpose of such transfer the Company may acquire such land notwithstanding

A.D. 1899.

that the same shall not be required for the purposes of their undertaking. In default of agreement the difference in value of the lands acquired from and conveyed to the Corporation by the Company shall be determined by arbitration under the provisions of the Lands Clauses Consolidation Acts :

- (3) If and before the Company take or interfere with any buildings forming a portion or portions of the sanatorium of the Corporation they shall to the reasonable satisfaction of the Corporation and in accordance with plans sections and specifications to be supplied to and approved by them before the commencement of the work erect in such situations as the Corporation may reasonably require similar buildings to those so taken or interfered with :
- (4) The Company shall construct and maintain over the occupation road passing through the enclosure numbered 16 on the deposited plans in the county borough of Cardiff or a diversion thereof to be constructed to the satisfaction of the Corporation a bridge having throughout a minimum headway of sixteen feet above the surface of the said road or the diversion thereof where crossed by such bridge and a clear minimum span (measured square to the road) of forty feet and the Company shall if and when so required by the Corporation in writing under the hand of their town clerk reconstruct at the reasonable cost of the Corporation the existing bridge carrying the said railway over the said road so as to have throughout the same headway and span as the bridge which shall have been constructed over the said road under the provisions of this section. But the Company shall not for the purposes of this section be required to alter the levels of their railway :

Provided always that before proceeding to the erection of either of the bridges in this section mentioned or the diversion or alteration of the said road the Company shall submit the plans and sections therefor to the Corporation for their approval or otherwise and in the event of the Corporation not having signified their approval or disapproval of the said plans within twenty-eight days from the delivery thereof to the borough engineer they shall be deemed to have approved the same :

- (5) The Company shall not during the construction of any works over or affecting the said road interrupt or obstruct the traffic thereover except so far as may be reasonably necessary for the execution of such works :
- (6) The abutments of the said intended bridge and of the said existing bridge if and when so widened shall be carried to

a depth not less than the depth of the lowest part of the water main in the said road and shall be so constructed as not to endanger the safety of such water main nor to prevent the Corporation at any time reconstructing relaying or repairing the same :

- (7) The said intended bridge shall be constructed and maintained in such a manner as to prevent the dripping of water therefrom on any part of the roadway or footways thereunder and the abutments thereof shall be faced with the best quality white glazed bricks and the under surface of the superstructure painted white and shall be provided with a sufficient number of lamps for lighting the archway thereunder both day and night which lighting shall be done at the cost of the Company The said bridge 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 :
- (8) The Company shall if necessary divert the sewer of the Corporation now existing in the land numbered 16 on the deposited plan for the county borough of Cardiff so that the same shall be under the last-mentioned bridge when constructed :
- (9) The Corporation may from time to time in addition to any moneys they are now authorised to borrow by any other Act or which they may be authorised to borrow under the provisions of any public general Act borrow on mortgage at interest on the security of the district fund and general district rate the sum necessary for the purchase of any lands referred to in this section :

The period for the repayment of moneys borrowed under the powers of this section shall be such period not exceeding sixty years as the Local Government Board shall approve calculated from the date of such borrowing :

The moneys to be borrowed under the powers of this section shall except as herein expressly provided be borrowed in the manner prescribed in sections 60 61 and 62 of the Cardiff Corporation Act 1898 :

A.D. 1899.

- (10) 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 pipes and apparatus of the Corporation and to the Corporation in respect thereof as though the Corporation were a water company or society :
- (11) All works to be executed by the Company under this Act in any way affecting gas or water mains pipes or apparatus or any sewers or property of the Corporation shall be so executed at the costs in all respects of the Company (except as in this section otherwise provided) and in accordance with the plans sections and specifications submitted to and approved by the Corporation before the commencement of the work and under the superintendence and to the reasonable satisfaction of the borough engineer or water engineer or other officer of the Corporation having the management superintendence or control of the undertakings affected by such work and the reasonable cost of such superintendence shall be paid by the Company to the Corporation :
- (12) If the Corporation fail to signify their approval or disapproval or to state their requirements with respect to any plans sections and specifications by this section required to be submitted to them within twenty-eight days after their deposit by the Company at the office of the town clerk at the town hall of the county borough the Corporation shall be deemed to have approved thereof :
- (13) 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 for the execution by the Corporation of any such works and the acquisition of land therefor :
- (14) Except as herein-before otherwise expressly provided 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 to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers.

Power to
acquire lands
for general
purposes.

7. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon take use and appropriate to the purposes of extending

their stations sidings warehouses engine sheds workshops coal wharves depôts and other works and conveniences for the accommodation of their traffic and for other purposes connected with their undertaking all or any of the lands herein-after described delineated on the deposited plans thereof and described in the deposited book of reference relating thereto all which lands are situate in the county of Glamorgan (that is to say) :—

A.D. 1899.

- (1) Certain lands in the parish of Canton in the county borough of Cardiff on the southern side of and adjoining the Penarth Dock and Harbour Railway and between the bridges carrying the said railway over the Great Western Railway and over the Leckwith Road respectively :
- (2) Certain lands in the parish of Ystradyfodwg in the urban district of Rhondda being the houses and premises numbered respectively from 41 to 52 inclusive in Jones Street Blaenelydach.

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

Power to owners to grant easements &c.

9. And whereas 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 greater or less portion thereof 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.

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are 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

A.D. 1899.

he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :

- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion (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.

A.D. 1899.

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.

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

Period for compulsory purchase of lands.

11. The Company may retain hold work and maintain the railway acquired by them known as the Clydach Branch Railway connecting their Pwllyrhebog Branch with the sidings of the Cambrian Colliery Company Limited and the same shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) be deemed to be part of the railway of the Company as if the same had been a railway owned by the Company at the date of the passing of the Railway Rates and Charges No. 18 (*Taff Vale Railway &c.*) Order Confirmation Act 1892 and shall for all other purposes be part of the undertaking of the Company as authorised by the *Taff Vale Railway Act 1836*.

Clydach branch railway to form part of Company's undertaking.

12. The powers conferred upon the Company by the *Taff Vale Railway Act 1890* for the compulsory purchase of lands for the purposes of the Railway No. 1 by that Act authorised as extended by the *Taff Vale Railway Act 1897* are hereby revived and may be exercised by the Company during but not after a period of two years from the passing of this Act.

Revival of powers for purchase of lands under Act of 1890.

13. The time limited by the said Act of 1890 for the construction and completion of the Railway No. 1 by that Act authorised as extended by the said Act of 1897 is hereby extended for a period of two years from the twenty-fifth day of July one thousand nine hundred and sections 18 and 19 of the said Act of

Extension of time for construction of Railway No. 1 authorised by Act of 1890.

A.D. 1899. 1890 and section 22 of the said Act of 1897 shall be read and construed accordingly.

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

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

14. The powers conferred upon the Company by the Taff Vale Railway Act 1892 for the compulsory purchase of the lands in the parish of Llantwit-fardre described in or required for the purposes of the works authorised by section 4 of that Act and of the lands in the parishes of Llanwonno Aberdare and Ystradyfodwg described in section 5 of the said Act as extended by the Taff Vale Railway Act 1897 are (except as regards the properties numbered on the deposited plans referred to in the said Act of 1892 40 to 125 inclusive and 158 and 159 in the parish of Llanwonno) hereby further extended and may be exercised by the Company for a period of two years from the twentieth day of June one thousand eight hundred and ninety-nine :

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

Provided also that the Company shall not purchase or acquire except by agreement any of the lands numbered on the deposited plans referred to in the said Act of 1892 62 to 65 inclusive 70 and 73 to 83 inclusive in the parish of Ystradyfodwg.

For protection of Rhondda Urban District Council.

15. For the protection of the Rhondda Urban District Council (in this section called "the council") the following provisions shall have effect unless otherwise agreed between the Company and the council (that is to say) :—

(1) (A) The Company shall take all reasonable precautions and make and maintain such works as may be reasonably necessary for preventing as far as possible any injury to or any interruption in the flow of the sewers of the council in enclosures numbered on the deposited plans referred to in the Taff Vale Railway Act 1892 44 47 48 66 71 75 and 77 in the parish of Ystradyfodwg and shall make good all damage which may be occasioned by the construction by them of any works in or upon the said properties :

(B) In every case where any such works are to cross or overlie the sewers referred to in paragraph (A) of this subsection the Company shall bear any costs reasonably

incurred in strengthening and securing the said sewers and in repairing all damage which may from time to time be occasioned thereto by reason of the construction of the said works and the Company shall allow the council their officers agents workmen and contractors with or without materials to have at all reasonable times free access to any part of the sewers so crossed covered altered diverted or otherwise interfered with :

(c) If in the construction of any such works any manhole giving access to any sewers of the council is interfered with the Company before interfering with such manhole shall give to the council fourteen days' notice in writing of their intention to interfere with such manhole and the Company before interfering with such manhole shall provide to the reasonable satisfaction of the surveyor for the time being of the council such substitute for such manhole as will give reasonable access to the sewers :

(2) If the Company narrow or otherwise interfere with any public lanes in the properties numbered on the said plans 66 71 72 75 77 and 80 in the parish of Ystradyfodwg the Company before narrowing or otherwise interfering with such public lanes shall provide to the reasonable satisfaction of the surveyor for the time being of the council substituted lanes either wholly or in part to serve the same locality according to the extent to which the said existing public lanes are narrowed or interfered with :

(3) If any difference or dispute arise between the council and the Company touching the provisions of subsections 1 and 2 of this section or anything to be done or any money to be paid thereunder such difference shall be determined unless otherwise agreed by an engineer to be named by the President of the Institution of Civil Engineers.

16. The powers conferred upon the Company by the Taff Vale Railway Act 1894 for the compulsory purchase of the lands which the Company were by section 18 of that Act authorised to acquire as extended by the Taff Vale Railway Act 1897 are (except as regards the properties numbered on the deposited plans referred to in the said Act of 1894 1 to 27 inclusive and 73 in the parish of Llanwonno 1 in the parish of Penarth and 1 to 38 inclusive and 53 in the parish of Ystradyfodwg) hereby extended and may be exercised by the Company during but not after a period of two years from the seventeenth day of August one thousand eight hundred and ninety-nine :

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

A.D. 1899.

Provided always that the Company shall not purchase or acquire except by agreement any of the lands numbered on the deposited plans referred to in the said Act 28 to 35 inclusive in the parish of Llanwonno.

Extension of time for purchase of lands under Act of 1896.

17. The powers conferred upon the Company by the Taff Vale Railway Act 1896 for the compulsory purchase of the lands required for the purposes of the Railway No. 3 by that Act authorised and of the lands which the Company were by section 22 of that Act authorised to acquire are hereby extended and may be exercised by the Company during but not after a period of two years from the seventh day of August one thousand eight hundred and ninety-nine.

Extension of time for construction of Railway No. 3 authorised by Act of 1896.

18. The time limited by the Taff Vale Railway Act 1896 for the construction and completion of the Railway No. 3 by that Act authorised is hereby extended for a period of three years from the seventh day of August one thousand nine hundred and one and sections 11 and 12 of the said Act of 1896 shall be read and construed accordingly.

If the said railway be not completed within the said period of three years then on the expiration of that period the powers by the said Act of 1896 granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Confirming agreement with Albion Steam Coal Company Limited.

19. The agreement between the Albion Steam Coal Company Limited of the first part and the Company of the second part as set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Restrictions on displacing persons of labouring class.

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

(A) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such

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

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

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

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

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

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

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

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

A.D. 1899. — purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

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

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

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

(12) For the purposes of this section the expression "labouring class" means mechanics artizans 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.

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

Power to apply corporate funds to purposes of Act.

22. And whereas the amount of the new preference stock of the Company as consolidated under the Taff Vale Railway (Amalgamations and Capital) Act 1889 and increased for the purposes of the amalgamations authorised by that Act consists of one million nine hundred and six thousand seven hundred and forty-seven pounds being the aggregate amounts of such stock referred to in the First Schedule to the said Act and in sections 16 and 19 thereof all the holders of the first preference stock referred to in the said

Certain new preference stocks of the Company to rank *pari passu*.

A.D. 1899. — section 19 having exercised the option conferred upon such holders by that section. And whereas by section 15 of the same Act the Company were authorised to raise a further sum of seventy-six thousand five hundred and thirty pounds of new preference stock and by section 25 of the Taff Vale Railway Act 1890 they were authorised to raise a further sum of one hundred and fifty thousand pounds of like stock making together the sum of two hundred and twenty-six thousand five hundred and thirty pounds and under a resolution passed on the ninth day of August one thousand eight hundred and ninety-two the sum of two hundred and twenty-three thousand five hundred and thirty pounds part of the said sum has been raised by the creation of new preference stock. And whereas doubts have arisen as to whether the stock so created has been legally created and it is expedient that such doubts should be removed. Therefore the said sum of two hundred and twenty-three thousand five hundred and thirty pounds shall be deemed to have been legally created and shall rank *pari passu* and form one stock with the new preference stock to the amount of one million nine hundred and six thousand seven hundred and forty-seven pounds authorised by the Taff Vale Railway (Amalgamations and Capital) Act 1889 as if it had been created by and under that Act.

Provision as
to general
Railway
Acts.

23. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of rates for small parcels authorised to be taken by the Company.

Costs of Act.

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

The SCHEDULES referred to in the foregoing Act.

A.D. 1899.

FIRST SCHEDULE.

Describing PROPERTIES of which parts only are required to be taken.

No. on deposited Plans.	Parish.	Description of Property.
4	Pontypridd Urban District	Colliery tip bank rough ground telegraph and telephone posts and wires.
5	Do.	Siding tip and rough ground.
6	Do.	Stream.
7	Do.	Colliery tip and rough ground.
8	Do.	Colliery sidings stream rough ground telegraph post and wires.
9	Do.	Railway in course of construction slopes and sidings.
9	Rhondda Urban District	Yard and outbuilding.
10	Do.	Yard.
11	Do.	Yard.
12	Do.	Yard and outbuildings.
14	County Borough of Cardiff	Garden.
15	Do.	Sanatorium buildings yard occupation road and gas-pipes.

SECOND SCHEDULE.

AN AGREEMENT made the twenty-third day of June one thousand eight hundred and ninety-nine between the ALBION STEAM COAL COMPANY LIMITED (herein-after referred to as "the Limited Company") of the first part and the TAFF VALE RAILWAY COMPANY (herein-after called "the Railway Company") of the second part.

WHEREAS the Railway Company are under the Taff Vale Railway Act 1896 authorised to acquire certain lands belonging to the Limited Company as lessees under and by virtue of a certain indenture of lease (herein-after called "the Albion lease") bearing date the first day of December one thousand eight hundred and ninety-seven for a term of sixty years created by such indenture:

And whereas the Railway Company have in pursuance of the powers contained in such Act given to the Limited Company notice to treat for the purchase of some of the lands coloured pink on the plan hereunto annexed:

A.D. 1899.

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

1. The Limited Company in consideration of the Railway Company executing the works mentioned in clause 6 hereof will on the execution of this agreement give to the Railway Company possession of the lands numbered 9 11 12 and 18 coloured pink on the said plan containing together an area of two acres one rood and fourteen perches.

2. The Limited Company will in consideration of the lease to be granted by the Railway Company in pursuance of clause 3 hereof assign to the Railway Company the said lands mentioned in clause 1 hereof for the residue of the term granted by the Albion lease subject to the payment of a proportion of the rent payable in respect of the land so sold and to an indemnity by the Railway Company against future payment thereof and to the observance and performance of covenants in future in respect thereof and the Limited Company will in the assignment thereof covenant to indemnify the Railway Company against nonpayment of the remainder of the rent reserved by the said lease and breaches of the lessees' covenants and conditions therein contained so far as the same apply to the land retained by the Limited Company.

3. The Railway Company will in consideration of the assignment mentioned in clause 2 hereof demise to the Limited Company for a period of years equal to the unexpired period of the Albion lease the three pieces of land numbered 5 6 and 13 on the annexed plan and thereon coloured green such land containing by admeasurement about three roods and thirty-one perches at a rent of ten shillings per annum the first payment to be made on the first day of January one thousand nine hundred.

4. The Limited Company will grant to the Railway Company leave and licence to construct and maintain at their expense a footbridge in the direction shown on the plan marked by the letters D and E the Railway Company undertaking to alter from time to time the piers or other portion of such bridge whenever required by the Limited Company for the purpose of enabling them to rearrange their sidings or other works.

5. If the Limited Company shall at any time by notice in writing require the Railway Company to remove the footbridge mentioned in clause 4 hereof altogether the Railway Company shall at their expense forthwith remove the same but in case such requirement shall be made capriciously or unnecessarily then the Limited Company shall pay to the Railway Company 500*l.* (five hundred pounds) for the removal of such bridge to include all damage or inconvenience consequent thereon Any dispute whether such requirement has been made by the Limited Company capriciously or unnecessarily shall be referred to arbitration in the manner provided by the Arbitration Act 1889 or any statutory modification thereof.

6. The Railway Company will in constructing the Railway No. 1 by the said Taff Vale Railway Act 1896 authorised between the points marked A and B on the plan hereto annexed construct a bridge to carry the public road between the said points such bridge to have an iron or steel superstructure and to be formed in three spans of about 50 feet each and such bridge to be so constructed that railway sidings may be carried thereunder and at the same level as the Limited Company's existing sidings near to the said bridge.

A.D. 1899.

7. The Railway Company will also erect when constructing the said Railway No. 1 a retaining wall between the points marked B and C to uphold the road approach to the station to be erected by the Railway Company.

8. The Railway Company shall not alter or interfere with the existing points and crossings or the sidings of the Limited Company upon the lands numbered 18 on the said plan hereto annexed except the runaway trap points or siding which may be altered in the manner shown on the said plan.

9. This agreement is to be in lieu of and substitution for the agreement bearing date the twenty-eighth day of April one thousand eight hundred and ninety-six and made between the Limited Company and the Railway Company and the last-mentioned agreement is hereby determined and annulled.


10. The Railway Company will forthwith pay to the Limited Company all the costs charges and expenses as between solicitor and client of the Limited Company and their solicitors and engineers of and relating to this agreement and of the several deeds and documents to be prepared and executed pursuant thereto and in addition thereto will pay all the Limited Company's and their solicitors' and parliamentary agents' costs charges and expenses of and relating to the preparation printing and sealing of the petition by the Limited Company against the Bill of the Railway Company pending this session before Parliament and which petition it is hereby agreed shall in consideration of the execution of this agreement by the Railway Company not be presented.

11. This agreement is intended to be scheduled to the Taff Vale Railway Bill which is at present before Parliament and is made between the parties subject to such alteration as Parliament may think fit to make therein.

In witness whereof the said parties to these presents have hereunto caused their common seals to be affixed the day and year first before written.

The seal of the Albion Steam Coal Company Limited
was hereunto affixed in the presence of

HENRY LEWIS }
W. H. MATHIAS } Directors.
D. LEWIS Secretary.



Seal of the
Albion Steam
Coal Company
Limited.

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

H. CLARKE Secretary.



Seal of
the Taff Vale
Railway
Company.

Printed by EYRE and SPOTTISWOODE,

FOR

T. DIGBY PIOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE and SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or
JOHN MENZIES & Co., 12, HANOVER STREET, EDINBURGH, and
90, WEST NILE STREET, GLASGOW; or
HODGES, FIGGIS, & Co., LIMITED, 104, GRAPTON STREET, DUBLIN.