CHAPTER lxi.

An Act for empowering the Cardiff Railway Company to construct new Railways and to abandon the construction of portions of railways already authorised for extending the time for the purchase of lands for and for the completion of certain railways and for other purposes. A.D. 1899.

[13th July 1899.]

WHEREAS under the Bute Docks (Transfer) Act 1886 the Bute Docks Company were incorporated and became the owners of the Bute Docks at Cardiff in the county of Glamorgan: 49 & 50 Vict. c. lxxxvi.

And whereas by the Cardiff Railway Act 1897 (herein-after called "the Act of 1897") the Company were authorised to construct certain railways in the county of Glamorgan and the name of the company was changed and is now the Cardiff Railway Company in this Act called "the Company": 60 & 61 Vict. c. ccvii.

And whereas by the Cardiff Railway Act 1898 (herein-after called "the Act of 1898") the Company were empowered to construct the lines of railway therein described: 61 & 62 Vict. c. cclxii.

And whereas the position of portions of those lines as authorised may advantageously be varied and it is expedient to sanction the abandonment of the construction of those portions as well as of part of a railway authorised by the Bute Docks Act 1894 (herein-after called "the Act of 1894") and of part of a railway authorised by the Act of 1897:

And whereas it would be of public and local advantage to empower the Company to construct the lines of railway in this Act described:

And whereas by the Great Western Railway Act 1896 (in this Act called "the Great Western Act of 1896") the Great Western Railway Company (in this Act called "the Great Western Company") were authorised to construct (among others) a railway therein described as Railway No. 1 and in this Act referred to as "the Great Western Railway No. 1":

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And whereas the Railways Nos. 4 5 and 6 by this Act authorised are intended to form junctions with the Great Western Railway No. 1 and to be constructed in part upon lands required for the construction of that railway:

And whereas the Great Western Company have acquired the lands for and are proceeding to construct the Great Western Railway No. 1 and it is expedient that provision should be made as contained in this Act with respect to the construction of the Railways Nos. 4 5 and 6 by this Act authorised:

And whereas it is expedient to empower the Company to enter into agreements with the Great Western Company relative to the subject matters of this Act:

And whereas it is expedient that the period limited by the Act of 1897 for the compulsory purchase of lands for the purposes of certain railways and works authorised by that Act and for the completion of such railways and works should be extended:

And whereas it is expedient to provide for the cancellation of certain shares which John Patrick Crichton Stuart the present Marquess of Bute has surrendered into the hands of the Company:

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 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 1899 and the Bute Docks and Cardiff Railway Acts 1865 to 1898 may be cited together with this Act as the Bute Docks and Cardiff Railway Acts 1865 to 1899.

Incorporation of general Acts.

2. The Lands Clauses Acts and the Railways Clauses Consolidation Act 1845 and Part I. (construction of a railway) and Part II. (relating to extension of time) and Part III. (working agreements) of the Railways Clauses Act 1863 (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. A.D. 1899.

Terms and expressions to which by any of the Acts wholly or in part incorporated herewith meanings are assigned have in this Act the same respective meanings.

II.—Railways.

Power to make railways and to acquire lands.

3. Subject to the provisions of this Act the Company may make and maintain in the line 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 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 (that is to say) :—

Railway No. 1 (in this Act called "Railway No. 1") 5 furlongs and 1·05 chains in length commencing by a junction with the railway authorised by the Bute Docks Act 1894 and terminating by a junction with the main line of the Cardiff Railway on the southern side of the Roath Dock :

Railway No. 2 (in this Act called "Railway No. 2") 1 furlong and 0·30 chain in length commencing by a junction with Railway No. 6 authorised by the Act of 1897 and terminating by a junction with Railway No. 1 at a point seven hundred and eight yards or thereabouts measured in a south-easterly direction from the southernmost corner of the Roath Dock :

Railway No. 3 (in this Act called "Railway No. 3") 1 furlong and 0·50 chain in length commencing by a junction with Railway No. 1 at a point six hundred and sixty-five yards or thereabouts measured in a north-easterly direction from the southernmost corner of the Roath Dock and terminating by a junction with Railway No. 1 authorised by the Act of 1898 :

Railway No. 4 (in this Act called "Railway No. 4") 3 furlongs and 2·70 chains in length commencing by a junction with Railway No. 1 authorised by the Bute Docks (Further Powers) Act 1886 and terminating by a junction with the Great Western Railway No. 1 :

An alteration of the levels of Railway No. 1 authorised by the Act of 1898 5 furlongs and 2·50 chains in length commencing at a point on the said authorised railway 3 furlongs 4·5 chains or thereabouts measured from the point of commencement thereof as shown on the plans deposited in respect of the Act

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of 1898 and terminating at the point of termination of the said authorised railway as shown on those deposited plans:

Railway No. 5 (in this Act called "Railway No. 5") 1 furlong and 8·90 chains in length commencing by a junction with Railway No. 1 authorised by the Act of 1898 according to the altered levels thereof as authorised by this Act and terminating by a junction with the Great Western Railway No. 1:

Railway No. 6 (in this Act called "Railway No. 6") 3 furlongs and 4·05 chains in length commencing by a junction with the Great Western Railway No. 1 at the point of termination of Railway No. 5 and terminating at a point thirty-three yards or thereabouts measured in a north-easterly direction from the centre of the bridge which carries the Taff Vale Railway over an occupation road which forms a communication between fields numbered 274 and 275 on the $\frac{1}{2500}$ Ordnance Survey map of the parish of Roath published in 1881:

Railway No. 7 (in this Act called "Railway No. 7") 4 furlongs and 7·40 chains in length commencing by a junction with Railway No. 6 at the point of termination thereof and terminating by a junction with Railway No. 3 authorised by the Act of 1898.

Additional powers as to lands.

4. Subject to the provisions of this Act the Company may in addition to the other lands which they are authorised to acquire by this Act enter on take and use for the purposes of their undertaking all or any of the lands following delineated upon the deposited plans and described in the deposited books of reference (that is to say):—

Certain lands fifty yards or thereabouts in width situate to the eastward of Railway No. 1 authorised by the Act of 1898 and extending along that railway southwards for a distance of five hundred and eighty-three yards or thereabouts from opposite the termination of that railway:

Provided that nothing 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 on any of the lands acquired under this section.

Company not to acquire certain property of Taff Vale Railway Company.

5. Notwithstanding anything in this Act contained the Company shall not without the consent of the Taff Vale Railway Company under their common seal acquire any of the lands of that company numbered 11 on the deposited plans in the parish of Roath in the county borough of Cardiff and lying northward of the boundary post shown on the said plans.

For protection of

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 unless otherwise agreed between the corporation and the Company (that is to say):— A.D. 1899. corporation of Cardiff.

(1) In this section the expression "water mains" includes water conduits water mains and pipes hydrants valves and water apparatus and appliances belonging to the corporation:

(2) Except where expressly varied by or inconsistent with this section the provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall extend and apply to the water mains and to the corporation in respect thereof as though the corporation were a water company or society:

(3) The piers or abutments of every bridge carrying any railway over any road in which any water main is laid or any sewer is constructed shall be carried to such a depth (not being less than the depth of the lowest part of the water main or sewer where it passes under such bridge) and shall be so constructed as not to endanger the safety of such water main or sewer nor prevent the corporation at any time reconstructing relaying or repairing the same respectively Any relaying alteration or diversion of any existing or the substitution of any new for any existing water main or sewer 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 or additional water main and any increased length of any existing water main so rendered necessary shall be provided by the corporation at the cost of the Company:

(4) Every such relaying alteration diversion and substitution effected by the corporation shall be done to the reasonable satisfaction of the engineers of the Company:

(5) 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:

(6) The covering of any water main of the corporation from the surface of the ground over such main shall not be less than thirty-six inches instead of eighteen inches as prescribed by section 20 of the Railways Clauses Consolidation Act 1845:

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(7) 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 :

(8) The Company shall not without the previous consent in writing 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 corporation are hereby authorised to give the required consent subject to such conditions as they may deem expedient and subject to the payment and satisfaction by the Company of all damage 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 and the corporation shall not incur any liability by giving any such consent :

(9) Before commencing the railways numbered 4 5 6 and 7 by this Act authorised the Company shall give to the corporation fourteen days notice in writing of their intention to commence the said works and the Company shall take all reasonable precautions and do and maintain such works for preventing any injury to the works and property of the corporation and make good all damage that may be occasioned thereby but this sub-section shall not be deemed to impose upon the Company any obligation with regard to works to be constructed by the Great Western Railway Company :

(10) All works to be executed by the Company under the provisions of this section shall be executed and maintained by and at the expense of the Company and to the reasonable satisfaction of the corporation :

(11) In every case in which the railways will cross or interfere with any sewer or water main of the corporation and in every case in which any embankment bridge or work of the Company will be constructed in such proximity to any sewer or water main of the corporation as in the opinion of the borough engineer or the water engineer (as the case may be) to endanger the safety thereof or to cause injury thereto the Company shall bear the cost necessarily and properly incurred by the corporation in strengthening and securing the said

sewer or water main from all injury which may arise thereto by reason of the execution of any works by the Company and shall for ever afterwards uphold and maintain such strengthening and securing works and the portion of the sewer or water main so crossed endangered or interfered with in good and sufficient repair to the reasonable satisfaction of the corporation and the Company shall allow the corporation and their contractors and their respective officers servants and workmen at all reasonable times and with all necessary materials to have free access to any part of any such sewer and water main respectively:

(12) 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 sub-section but all such work shall be carried out under the superintendence and to the reasonable satisfaction of the engineers of the Company:

(13) The proposed road diversion for the purposes of Railway No. 4 by this Act authorised shall if reasonably practicable be constructed along the line of and over the ten feet diameter main sewer of the corporation between the points of commencement and termination of the said proposed road diversion:

(14) At the distance of 1 furlong 7·60 chains or thereabouts from the commencement of Railway No. 5 measured along the centre line of that railway and at a distance of 2 furlongs 3·33 chains or thereabouts from the commencement of Railway No. 6 measured along the centre line of that railway as shown on the deposited plans the Company shall construct and maintain (in line with the bridges to be constructed under the Great Western Railway in accordance with the provisions of sub-sections 21 and 22 of section 6 of the Great Western Railway (Additional Powers) Act 1896) a flat girder bridge having throughout in the case of the bridge at the first-named distance a clear minimum span of fifty feet and a clear minimum headway of sixteen feet above the surface of the intended road and in the case of the bridge at the second-named distance a clear minimum span of forty feet and a clear minimum headway of sixteen feet above the surface of the said intended road:

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(15) The bridge to carry Railway No. 7 across Newport Road shall be a flat girder bridge having throughout a clear span of not less than seventy feet and a clear headway of not less than sixteen feet above the present level of the surface of the said road where crossed by the railway as shown on the deposited plans and sections:

(16) The span of every bridge carrying any of the railways over any street or intended street shall be measured at right angles to the centre line of such street or intended street and no portion of any pier parapet fence or abutment shall project beyond the line of the street or intended street:

(17) Every bridge in this section referred to carrying any of the railways over or across any road or intended road 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 every 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 aforesaid be so affixed or exhibited the corporation may cause the same to be removed at the cost of the Company:

(18) Where Railway No. 7 crosses the Roath Brook the Company shall construct and maintain a flat girder bridge having a width of not less than fifteen feet and a headway of not less than ten feet above the level of the bed of the said brook as shown on the deposited plans so as to form a free and unobstructed channel for the passage of tidal and flood waters:

(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:

(20) Subject as herein-before 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 appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers:

(21) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or of the Acts or parts of Acts incorporated herewith or of any public Acts relating to the water supply and works which may exist for the protection or benefit of the corporation provided that the corporation shall not be entitled to proceed under more than one enactment with respect to one and the same matter.

Power to grant easements &c.

7. Persons empowered by the Lands Clauses Consolidation Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and 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.

Period for compulsory purchase of lands.

8. 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.

Restriction on taking houses of labouring class.

9.—(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 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 were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied.

(2) If the Company acquire or appropriate any house or houses in contravention of the foregoing provision 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.

(3) For the purpose of this section the expression "labouring class" means 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

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shillings a week and the families of any of such persons who may be residing with them.

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

10. 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:—

(1) The owner of and any persons interested in any of the properties whereof the whole or part is described in the 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.

Power to deviate.

11. In making the railways the Company may deviate laterally 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.

12. If the railways other than Railways Nos. 1 and 2 are not completed within seven years from the passing of this Act then

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on the expiration of that period the powers by this Act granted to the Company for making and completing the said railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

Power to alter roads temporarily.

13. During the execution of the works by this Act authorised and for the purposes and subject to the provisions of this Act the Company may from time to time alter divert or stop up temporarily any public streets roads bridges and watercourses 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.

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

14. And whereas in order to avoid in the execution and maintenance of the railways authorised by this Act injury to the houses and buildings within one hundred feet of the railway 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 or 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):—

(1) At least ten days notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or 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 or 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 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:

(6) 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 by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

(7) 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 section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:

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

(9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

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Power to abandon construction of portions of railways.

15. The Company may relinquish and abandon the construction of the following railways or parts of railways which will be rendered useless or unnecessary by the construction of the lines by this Act authorised (that is to say) :—

(1) So much of the railway authorised by the Act of 1894 as lies between the commencement of Railway No. 1 and the commencement of that authorised railway ;

(2) So much of Railway No. 6 authorised by the Act of 1897 as lies between the commencement of Railway No. 2 and the commencement of the said authorised Railway No. 6 ;

(3) So much of Railway No. 1 authorised by the Act of 1898 as lies between the commencement thereof and the termination of Railway No. 3 ;

(4) The whole of Railways Nos. 2 4 and 5 authorised by the Act of 1898 ;

(5) So much of Railway No. 3 authorised by the Act of 1898 as lies between the commencement of that railway and the point of termination of Railway No. 7 :

And the Company are hereby relieved from all penalties and liabilities for or in respect of the non-construction or non-completion of the said several railways or portions of railways respectively subject nevertheless to the provisions next herein-after contained.

Compensation for damage to land by entry &c. for purposes of railways abandoned.

16. The abandonment by the Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845.

Compensation to be made in respect of portions of railways abandoned.

17. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or

damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof. A.D. 1899.

Penalty unless railways opened within time limited.

18. If the Company fail within the period limited by this Act to complete the railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per cent. on the estimated cost of the works and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

19. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred on the Company by this Act and for which injury or loss no compensation or inadequate compensation has 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 If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation

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then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

Tolls for use of railways by other companies.

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

Tolls &c. on railways.

21. The railways by this Act authorised shall for the purposes of tolls rates and charges and all other purposes be part of the undertaking of the Company and sections 21 to 25 of the Act of 1897 shall apply to the Company in respect of the railways by this Act authorised as if they were re-enacted in this Act with the following exceptions (namely) That Railway No. 1 by this Act authorised shall for all purposes whether as regards tolls rates and charges period for completion running powers of other railway companies or otherwise be subject to the same provisions as if it were part of the railway authorised by the Bute Docks Act 1894 and that the Railway No. 2 by this Act authorised shall in like manner be subject to all the same provisions as the pier railway authorised by the Act of 1897.

Provisions as to construction of certain railways.

22. The following provisions shall (notwithstanding anything in this Act or in the Great Western Act of 1896) have effect with respect to Railway No. 6 by this Act authorised and with respect to the portions of the Great Western Railway No. 1 herein-after described (that is to say):—

(1) The Great Western Company shall construct an embankment so as to carry four lines of railway for the construction by the Company of the intended Railway No. 6 and works connected therewith and for the construction by the Great Western Company of so much of the Great Western Railway No. 1 and works connected therewith as lies between the point of commencement of Railway No. 6 and a point on the Great Western Railway No. 1 immediately adjacent to the point of termination of Railway No. 6:

(2) The western portion of the said embankment and the land acquired for the purposes thereof up to the centre of the space between the two westernmost lines and the two easternmost lines of railway shall be vested in and belong to the Company

as their separate property and the eastern portion of the said embankment and the remaining land acquired as aforesaid from the centre of the said space to the eastern boundary of such land shall be vested in and belong to the Great Western Company as their separate property:

(3) The Great Western Company shall acquire the land for and construct so much of the Great Western Railway No. 1 as lies between a point thirty yards or thereabouts measured in a southerly direction from the termination of Railway No. 4 and the termination of Railway No. 5 with two lines of railway for the joint user of the two companies and the said lines with the land acquired for the purposes thereof shall be vested in and belong to the two companies jointly:

(4) The expense of the construction of the said embankment and of the portion of the Great Western Railway No. 1 referred to in the immediately preceding sub-section (including the cost of lands) shall be borne and paid by the two companies in equal shares Provided that any additional cost (including the cost of any additional lands required for such purpose) which may be incurred by reason of the embankment to carry the lines of the Company being at a higher level for some portion of its length shall be borne and paid by the Company:

(5) The Company shall from time to time pay to the Great Western Company on demand one half of the amount jointly certified by the engineers of the two companies to have been expended on the construction of such embankment (including the cost of lands) and last-mentioned portion of railway and the whole of the additional cost referred to in the immediately preceding sub-section together with interest on such half and on such additional cost at the rate of three and a half per centum per annum from the date when the several amounts shall be certified to have been actually paid by the Great Western Company Provided that the interest on the value of any lands required for the construction of the embankment which shall have been already acquired by the Great Western Company shall only run as and from the date when such lands are actually used for such construction If any such payment be not made in accordance with the provisions of this section the Great Western Company may recover the amount thereof by action in any court of competent jurisdiction together with interest thereon at the rate of four pounds per centum per annum from the expiration of one month after the date of such demand:

(6) If the Great Western Company by the thirty-first day of December one thousand eight hundred and ninety-nine shall

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not in the opinion of the Company have made such substantial progress towards the completion of the works to be constructed by them under this section as to afford a reasonable assurance that Railway No. 6 and the said portion of the Great Western Railway No. 1 may be completed by the times respectively limited by this Act and by the Great Western Act of 1896 for the completion of the said railway and portion of railway or if thereafter they shall unduly delay to proceed with the completion thereof it shall unless otherwise agreed between the Company and the Great Western Company be referred to an arbitrator to be appointed in case of difference upon requisition of either party by the Board of Trade to inquire into the facts of the case and to determine whether or not such substantial progress has been made or whether there has been undue delay as aforesaid and in the event of the two companies agreeing or of the said arbitrator reporting that such substantial progress has not been made or that there has been such undue delay the Company may themselves proceed to carry out the said works and in such case the foregoing provisions of this section shall so far as applicable be read and construed as if the Company were named therein instead of the Great Western Company and vice versâ :

(7) The expense of the maintenance of the portion of the Great Western Railway No. 1 by this Act vested in the two companies shall be paid in equal proportions by the two companies Provided that if either of the two companies fails to contribute its proportion of the expense aforesaid the other Company may recover the proportion of expense payable by the defaulting Company by action in any court of competent jurisdiction together with interest thereon at the rate of five pounds per centum per annum from the date at which such proportion became payable until payment :

(8) The two companies shall appoint a joint inspector who shall have the control and management of working traffic and signalling arrangements over the said portion of the said railway including the junctions therewith of Railways Nos. 4 5 and 6 :

(9) Notwithstanding anything contained in the Great Western Act of 1896 or the agreement scheduled thereto or anything heretofore done thereunder the Great Western Company shall not acquire any land to the eastward of the red line A B on the plan a copy whereof has been signed by Arthur O'Connor the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred but instead thereof shall acquire for the purposes of the said

Act and agreement such land as may be necessary and coloured green on the said plan to the westward of the said line and the provisions of the said agreement shall be deemed to refer to the land to be acquired as herein provided:

(10) The Company shall not open for traffic Railway No. 1 authorised by the Act of 1898 unless they shall at the same time complete and open for traffic Railway No. 5 by this Act authorised:

(11) The two companies shall mutually afford all reasonable and proper facilities for the passage of traffic between Railways No. 5 and No. 6 and along the Great Western Railway No. 1 and for traffic coming to or from any of the railways by this Act authorised from or to the Great Western Railway No. 1 and for the working and signalling of such traffic:

(12) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them such dispute shall unless otherwise provided or agreed be settled by an arbitrator 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:

(13) The two companies may enter into and carry into effect agreements for the appointment of a joint committee and the exercise of any powers that may be found desirable in reference to the purposes aforesaid or any of them and for any variation of the provisions of this section.

Applying certain provisions of Great Western Act of 1896 to works to be jointly constructed.

23. All the provisions of sections 6 and 7 of the Great Western Act of 1896 so far as they relate to any works referred to in those sections affecting the Taff Vale Railway Company which shall under the provisions of this Act be constructed by the Company and the Great Western Company jointly or by any joint committee of those companies or by the Company alone shall apply so far as applicable to the Company and the Great Western Company jointly and to any joint committee of those companies or to the Company alone as the case may be.

Power to enter into working agreements with Great Western Company.

24. The Company on the one hand and the Great Western Company on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 enter into and carry into effect agreements with respect to the following purposes or any of them (that is to say):—

The maintenance and management of the above-mentioned Railway No. 6 and the portion of the Great Western Railway No. 1 to

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be constructed for joint use as aforesaid and of the works connected therewith respectively or any of them;

The use or working of the above-mentioned railway or portion of railway or of any part thereof and the conveyance of traffic thereon.

Saving for Postmaster-General.

25. Nothing in any agreement made under the authority of this Act shall affect the rights of Her Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways by this Act authorised and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in the undertaking of the Company for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the railways are worked by the Great Western Company as freely and fully in all respects as he was entitled to do before the making of any such agreement.

Extension of periods for compulsory acquisition of lands and for completion of railways under Act of 1897.

26. The period limited by section 54 of the Act of 1897 for the compulsory purchase of lands required for the railways and works thereby authorised other than the pier railway is hereby extended for a further period of two years and the period limited by section 5 of the same Act for the completion of the said railways and works is hereby extended for a further period of three years and the said respective sections shall be read and have effect accordingly.

Power to apply capital already authorised.

27. 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 and notwithstanding anything in section 73 of the Act of 1897 or in section 38 of the Act of 1898 interest may be paid out of any moneys authorised by those Acts to be raised or applied as in the said sections mentioned until the completion of the railways and works by this Act authorised provided that the aggregate amount so paid for interest shall not exceed the limits specified in the said sections.

III.—Miscellaneous.

Cancelling certain shares belonging to the Marquess of Bute.

28. The ordinary shares of the Company numbered 13001 to 15500 inclusive now or lately standing in the name of John Patrick Crichton Stuart Marquess of Bute are hereby cancelled.

Recovery of rates and tolls.

29. All rates rents tolls and charges payable to or receivable by the Company under this Act may be recovered by them either

summarily or at their option by action in any court of competent jurisdiction. A.D. 1899.

Provision as to general Railway Acts.

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

Cots of Acts.

31. The costs charges and expenses preliminary and of and incidental to preparing obtaining and passing this Act shall be paid by the Company.

A.D. 1899.

The SCHEDULE referred to in the foregoing Act.

LANDS HOUSES OR OTHER BUILDINGS OR MANUFACTORIES OF WHICH PORTIONS MAY BE TAKEN WITHOUT TAKING THE WHOLE.

Parish.	No. on deposited Plans.
RAILWAY No. 6.	
Roath - - - - -	23 23A
RAILWAY No. 7.	
Roath - - - - -	23 23A 42 45

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