CHAP. lxxiii.

An Act to authorise the Llantrissant and Taff Vale Junction Railway Company to abandon the construction of a certain railway authorised by "The Llantrissant and Taff Vale Junction Railway Act, 1866;" and to extend the time for the completion of another railway authorised by the same Act; and to lease their undertaking to the Taff Vale Railway Company; and for other purposes. [20th June 1870.] A.D. 1870.

WHEREAS by "The Llantrissant and Taff Vale Junction Railway Act, 1861," the Llantrissant and Taff Vale Junction Railway Company (herein called "the Company") were incorporated and authorised to make a railway from the Taff Vale Railway, in the parish of Llantwit Vardre to near Llantrissant in the same county, with branches therefrom, called respectively in the said Act the Ely Junction Branch and the Llantrissant Common Branch: 24 & 25 Vict. c. li.

And whereas by "The Llantrissant and Taff Vale Junction Railway Act, 1866," herein called "the Act of 1866," further powers were granted to the Company, and they were authorised to construct certain railways to join the railway of the Penarth Harbour, Dock, and Railway Company and the Ely Valley Railway, and to form an additional junction with their Llantrissant Common Branch: 29 & 30 Vict. c. ccxlviii.

And whereas it is expedient that the time limited by the Act of 1866 for the construction of one of the railways thereby authorised should be extended; and it is also expedient that the Company should abandon the construction of another railway by the said Act authorised:

And whereas it is expedient that the Company should be authorised to lease their undertaking to the Taff Vale Railway Company, and that the Taff Vale Railway Company should be authorised to accept such lease:

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

A.D. 1870.

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:

Short title.

1. This Act may be cited for all purposes as "The Llantrissant and Taff Vale Junction Railway Act, 1870."

Interpretation of terms.

2. In construing this Act the following words and expressions shall have the meanings hereby assigned to them, unless there be something in the subject or context repugnant to such construction; (that is to say,)

The expression "the special Act" shall mean this Act:

The expression "the Company" shall mean the Llantrissant and Taff Vale Junction Railway Company:

The expression "the Act of 1861" shall mean the Llantrissant and Taff Vale Junction Railway Act, 1861:

The expression "the Act of 1866" shall mean the Llantrissant and Taff Vale Junction Railway Act, 1866:

The expression "the railway" shall mean the undertaking or work authorised by the Act of 1861, or by the Act of 1866, to be made by the Company:

The expression "the Taff Company" shall mean the Taff Vale Railway Company.

8 & 9 Vict. c. 20. and 26 & 27 Vict. c. 92. incorporated.

3. The provisions of "The Railways Clauses Consolidation Act, 1845," with respect to leasing the railway, and Part II. of "The Railways Clauses Act, 1863," with respect to extension of time, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Extension of time for construction of railway No. 1. authorised by Act of 1866.

4. The time limited by the Act of 1866 for the construction of railway No. 1. by that Act authorised shall be and the same is hereby extended for a period of four years from the passing of this Act, and if on the expiration of such extended period the said railway shall not be completed, the powers of the Company for making the same shall cease to be exercised, except as to so much thereof as shall then be completed, and the fifteenth section of the Act of 1866 shall be read and construed as if the extended period had been originally named in that Act.

Abandonment of railway No. 2.

5. The Company shall abandon the construction of railway No. 2. authorised by the Act of 1866.

Compensation for damage to

6. The abandonment by the Company, under the authority of this Act, of railway No. 2. authorised by the Act of 1866 shall not

prejudice or affect the rights of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of "The Lands Clauses Consolidation Act, 1845," 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 the line of railway; and shall not prejudice the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation in accordance with the provisions in that behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary occupation, or for any loss, damage, or injury which may have 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 last-mentioned Act or the Act of 1866.

Entry on land by entry, &c. for purposes of railways abandoned.

7. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchase of any land for the purposes of or in relation to any portions of the railway or works authorised to be abandoned by this Act, and which shall not be required for the purposes of the Company, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands 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 Consolidation Act, 1845," for determining the amount and application of compensation to be paid for lands taken under the provisions thereof.

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

8. Subject to the provisions herein-after contained, the Company, with the sanction of at least three fifths of the votes of their shareholders voting, in person or by proxy, at a general meeting specially convened, with notice of the object, may demise and lease their railway to the Taff Company for the term set forth in the heads of agreement scheduled to this Act, and in conformity therewith, and subject to the limitations, provisions, and conditions therein contained; and the Taff Company, with the like sanction of their shareholders, may take and accept such lease.

Power to lease the railway.

9. The lease of the railway, or any part thereof, shall not take away, alter, or in anywise affect any of the duties, obligations, restrictions, or liabilities to which the Company, but for the making of such lease, might by any law or statute be subject; but all persons and corporations, other than the lessees of the railway, shall have the same rights, privileges, powers, and remedies against the Com-

Lease of railway not to affect third parties.

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pany, after the making of and notwithstanding such lease, as they might have had if such lease had not been made.

Rates and charges for traffic passing over Llantrissant and Taff Vale Junction Railway, to or from Penarth Dock or Tidal Harbour.

10. The rates and charges to be made by the Taff Vale Railway Company in respect of traffic passing over any portion of the Llantrissant and Taff Vale Junction Railway Company's undertaking, and conveyed to or from the Penarth Dock or Tidal Harbour respectively, shall be the same for the whole distance and service as the rates and charges for the time being made in respect of traffic of the like description conveyed by the Taff Vale Railway Company to or from the same place and the Bute Docks.

Rates and charges for traffic to and from Bute Docks and Penarth Docks.

11. From and after the twenty-third day of July one thousand eight hundred and seventy-one, and until the railway No. 1. shall have been constructed and opened for traffic, the Company or the Taff Vale Railway Company shall, by means of the railways authorised by the Acts of 1861 and 1866, and by the Taff Vale and Penarth Railways respectively, carry and convey all traffic to and from the Bute Docks and Penarth Docks at the same rates and charges as would have been payable in respect thereof if the railway No. 1. had been actually constructed and opened for traffic.

Railways not exempt from provisions of present and future general Acts.

12. Nothing herein contained shall be deemed or construed to exempt the Company from the provisions of any general Act relating to railways, or to the better or 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 any Act or Acts relating to the Company.

Expenses of Act.

13. 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.

SCHEDULE to which the foregoing Act refers.

Heads of Agreement for leasing the Llantrissant and Taff Vale Junction Railways to the Taff Vale Railway Company.

1. The Llantrissant and Taff Vale Junction Railway Company (herein-after referred to as the lessors) to grant, and the Taff Vale Railway Company (herein-after referred to as the lessees) to accept, a lease of the railways authorised by "The Llantrissant and Taff Vale Junction Railway Act, 1861," and "The Llantrissant and Taff Vale Junction Railway Act, 1866," and the sidings, stations, buildings, yards, approaches, works, and conveniences connected therewith, and all the lands and other property whatsoever of the said lessors, held by them for the purposes of their railways, except so much of the said railways, lands, works, and conveniences as may be abandoned by authority of Parliament.

2. The term to be nine hundred and ninety-nine years from the first day of January, or first day of July (which shall first happen), next after the said railways intended to be leased shall have been completed and opened for public use.

3. The rent to be reserved by the said lease shall be—

First. A sum sufficient to pay the interest on the debenture debt for the time being of the lessors;

Second. A sum sufficient to pay dividends after the rate of five pounds per centum per annum on the share capital or stock of the lessors which shall be from time to time expended, not exceeding in the whole the sum of one hundred and eighty-one thousand pounds;

Third. The sum of two hundred and fifty pounds as and for directorial and secretarial expenses;

Such rent to be payable half-yearly clear of all deductions except property or income tax.

4. The lessors to construct and complete such of the said railways as shall not be abandoned as aforesaid with proper and sufficient sidings, stations, buildings, yards, approaches, works, and conveniences, to the entire satisfaction of John Hawkshaw, Esquire, C.E., or, him failing, of some competent engineer to be nominated by the president for the time being of the Institution of Civil Engineers.

5. The said lease shall contain all clauses, covenants, conditions, and provisions usual and proper in leases of a like nature, and shall in case of difference be settled by John Horatio Lloyd, Esquire, barrister-at-law, on behalf of the lessors and lessees, or, him failing, by some barrister to be agreed on, or, in case of disagreement, to be nominated by the Attorney General for the time being.

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6. Application to be made to Parliament by the lessors for a Bill authorising such lease, and also for authority to abandon the construction of the railway called "railway No. 2," in the said Act of 1866.

7. The expense of such application, if the same be successful, shall be paid by the lessors; if otherwise, the expense of such application shall be paid by the lessors and lessees in equal moieties.

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