CHAPTER clv.

An Act to enable the Llantrissant and Taff Vale Junction Railway Company to effect a junction between their railway and the Ely Valley Railway; to extend the time for the completion of a portion of their authorised railways; and for other purposes. [21st July 1873.] A.D. 1873.

WHEREAS the Llantrissant and Taff Vale Junction Railway Company (in this Act called "the Company") were, by the Llantrissant and Taff Vale Junction Railway Act, 1866, (in this Act called "the Company's Act of 1866,") empowered to make and maintain a railway, in that Act distinguished as Railway No. 4, and therein described as terminating by a junction with the Ely Valley railway, but the last-mentioned railway being constructed on the broad gauge only, and the Company's railway being constructed on the narrow gauge, no such junction could be effected as would admit of the continuous passage of engines and carriages over the railways of the Company and the Ely Valley Railway:

And whereas, since the construction of the said Railway No. 4, the Ely Valley Railway has been altered and adapted to and is now constructed on the narrow gauge, but the powers of the Company under their Act of 1866 in respect of the said junction have expired, and it is expedient that they should be empowered to effect such junction:

And whereas a plan and section of the junction by this Act authorised, showing the line and levels thereof, and also a book of reference to that plan, 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 plan, section, and book of reference:

A.D. 1873.

And whereas by the Llantrissant and Taff Vale Junction Railway Act, 1870, (in this Act called the Company's Act of 1870,) the period limited by the Company's Act of 1866 for the construction of the railway thereby authorised, and therein distinguished as Railway No. 1, was extended to the twentieth day of June 1874, and it is expedient that such period should be further extended:

And whereas it is expedient that the memorandum of agreement between the Taff Vale Railway Company, the Company, the Llynvi and Ogmore Railway Company, and the Great Western Railway Company, which is set forth in the schedule to this Act, should be confirmed:

And whereas it is expedient that some of the powers and provisions of the existing Acts relating to the Company should be altered, amended, extended, and enlarged:

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:

Short title.

1. This Act may be cited for all purposes as the Llantrissant and Taff Vale Junction Railway Act, 1873.

Provisions of general Acts herein named incorporated.

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 Consolidation Acts, 1845, 1860, and 1869; the Railways Clauses Consolidation Act, 1845; Part I. (relating to construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act, 1863.

Interpretation of terms.

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:

The expression "the railway" in the incorporated Acts means the junction authorised by this Act:

The expression "superior courts," or "court of competent jurisdiction," or any other like expression, in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Power to Company to make junction according to deposited plans.

4. 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 plan and section, a junction (five chains and thirty-three links in length) in the parish of Llantrissant, in the county of Glamorgan, between the Railway No. 4, authorised by the Company's Act of 1866, and the Ely Valley Railway, with all proper sidings, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the deposited plan and described in the deposited book of reference as may be required for that purpose; and for the purposes of tolls and charges, and for all other purposes, the said junction shall form part of the undertaking of the Company.

Not to take lands of the Great Western Railway Company, or to interfere with the Ely Valley Railway, except for the purpose of junction.

5. Notwithstanding anything herein contained, it shall not be lawful for the Company, nor any person acting under or in the execution of this Act, to enter upon, occupy, or use, either permanently or temporarily, any of the lands, works, or property of the Ely Valley Railway Company, or of the Great Western Railway Company, or in any manner to alter, vary, or interfere with the Ely Valley Railway or works, without the consent of the Great Western Railway Company under their common seal, save only for the purpose of effecting the junction and communication by this Act authorised.

Powers for compulsory purchases limited.

6. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of one year from the passing of this Act.

If junction not completed, powers to cease.

7. If the junction is not completed within the period of one year from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for making and completing the junction, or otherwise in relation thereto, shall cease to be exercised.

Extension of time for construction of Railway No. 1 of the Act of 1866.

8. The time limited by the Company's Act of 1870 for the construction of the railway authorised by the Company's Act of 1866, and therein distinguished as Railway No. 1, shall be and the same is hereby extended for a period of three years from the expiration of the time so limited; and section 15 of the Company's Act of 1866, so far as the same relates to that railway, shall be and the same is hereby repealed.

Imposing penalty unless railway opened within

9. If the Company fail, within the period limited by this Act, to complete the said last-mentioned railway, 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 said railway is completed

A.D. 1873.

extended period.

and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the said railway.

The said penalty may be applied for by any landowner or other person claiming to be compensated in respect of the railway, in accordance with the provisions of the next following section of this Act, or by the solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in the third section 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 and with the privity of Her Majesty's Paymaster General, in the bank named 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 the railway by unforeseen accident or circumstances beyond their control; provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty in compensation to parties injured by non-completion of railway.

10. 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 may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company of taking property for the purposes of such railway, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Chancery in England may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, 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 either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to order, on the application of the solicitor to Her Majesty's Treasury,

and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the Court, if the Company is insolvent, and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid to such receiver, or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

On expiration of period limited, powers to cease.

11. If on the expiration of the extended period the said railway No. 1 is not 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.

Confirming agreement between Company and other companies herein named.

12. The memorandum of agreement between the Taff Vale Railway Company, the Company, the Llynvi and Ogmore Railway Company, and the Great Western Railway Company, which is set forth in the schedule to this Act, is hereby confirmed and made binding on the parties thereto, and full effect may and shall be given thereto.

Power to apply corporate funds to purposes of Act.

13. The Company may apply to the purposes of this Act any of the moneys which they now have in their hands, or which they have power to raise 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.

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

14. Nothing herein contained shall exempt the junction 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 to be taken by the Company.

Expenses of Act.

15. 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.

A.D. 1873.

SCHEDULE referred to in the foregoing Act.

MEMORANDUM OF AGREEMENT made and entered into, the 25th day of March 1873, between the Taff Vale Railway Company (herein-after called the Taff Company), the Llantrissant and Taff Vale Junction Railway Company (herein-after called the Llantrissant Company), the Llynvi and Ogmore Railway Company (herein-after called the Ogmore Company), and the Great Western Railway Company (herein-after called the Great Western Company).

WHEREAS in the year 1871 negotiations took place between the companies parties hereto for the purpose of arranging various questions and matters which had arisen between them or some of them, and for facilitating the conveyance of certain traffic passing or intended to pass over the railways of the companies parties hereto, or some of them, and for other purposes, but such negotiations came to a termination without any final agreement being entered into: And whereas the Llantrissant Company are promoting a Bill in the present session of Parliament, of which the short title is Llantrissant and Taff Vale Junction Railway, by which, amongst other things, it is proposed to authorise the Llantrissant Company to construct the junction railway therein described, and which junction is intended to form a communication between the Railway No. 4, authorised by the Llantrissant and Taff Vale Junction Railway Act, 1866, and the Ely Valley Railway, in the parish of Llantrissant, (which junction is herein-after called the Llantrissant Common Junction,) and also to authorise the Llantrissant Company, or any other company for the time being working the traffic on the railways of the Company, to run over—

So much of the Ely Valley Railway as lies northward of the junction by the intended Act authorised (meaning thereby the Llantrissant Common Junction);

The whole of the Gellyrhaidd branch of the said Ely Valley Railway;

The whole of the Ely Valley Extension Railway;

The whole of the Railway No. 1 authorised by the Ogmore Valley Railway Act, 1866;

and the Great Western Company and the Ogmore Company have petitioned against the said Bill, with the view of opposing certain of the provisions thereof, including such running powers, in Parliament:

And whereas the objects desired to be attained by the parties promoting the said Bill, so far as respects the herein-before recited provisions thereof, can be efficiently and more economically attained by an agreement between them and the Great Western and Ogmore Companies; and, in consideration of the premises, it has been mutually agreed between the parties hereto as follows:

1. The Llantrissant Company will, subject to the provisions herein-after contained, and subject also to the approval of Parliament, amend their Bill by striking out therefrom all the running powers herein-before specified, and all

provisions therein incident thereto, and which powers and provisions are contained in clauses 11, 12, 13, 14, and 15 of the Bill as introduced into Parliament, and also so much of the preamble as relates thereto.

2. The Great Western Company and the Ogmore Company will withdraw their petitions against the said Bill.

3. The Llantrissant Common Junction shall be constructed within the limits of deviation shown on the plans referred to in the said Llantrissant and Taff Vale Junction Railway Bill, and shall be maintained and worked on behalf of the Llantrissant Company, subject to the provisions contained with respect to junctions in the Railways Clauses Act, 1863.

4. The Great Western Company, the Llantrissant Company, and the Ogmore Company hereby agree to construct (except as herein-after provided), at the joint and equal expense of the three companies, sufficient and convenient sidings at or near the said Llantrissant Common Junction, for the purpose of interchanging the traffic herein-after referred to, and the Great Western Company shall (except as herein-after provided) afford all reasonable facilities at such junction for the construction of such sidings, which sidings are herein-after called interchange sidings.

5. In the event of the Great Western Company, the Llantrissant Company, and the Ogmore Company considering that the interchange sidings cannot be conveniently or economically constructed at the Llantrissant Common Junction, such interchange sidings shall be constructed either at or near the junction between the Gellyrhaidd branch and the Ely Valley Railway, or at or near the junction between the Gellyrhaidd branch and the Ogmore Railway, or at or near some intermediate place between the last-mentioned junction and the Llantrissant Common Junction which may be most convenient for the purpose, and where the said interchange sidings can be economically and advantageously constructed; and in the event of any difference between the Great Western Company, the Llantrissant Company, and the Ogmore Company as to the place at which the said interchange sidings shall be constructed, the same shall be determined by arbitration in the manner herein-after provided; but nothing herein contained shall prevent the Llantrissant Company from constructing, at their own cost and on their own land, such sidings or other conveniences at or near to the Llantrissant Common Junction for forwarding and receiving traffic as they may consider necessary.

6. In the event of the interchange sidings not being constructed at Llantrissant Common Junction, but being constructed at one of the other places provided in the last preceding article, the Great Western Company agree that the Taff Company shall have power in perpetuity to convey, with their engines, waggons, and servants, at such tolls and rates and on such terms and conditions as shall be agreed on between the Great Western and Taff Companies, or, in default of agreement, shall be determined by arbitration, over so much of the Ely Valley Railway, or over so much of the Ely Valley Railway and the Gellyrhaidd branch of that railway, as the case may be, as lies between the Llantrissant Common Junction and the said interchange sidings, the traffic following; videlicet,

A.D. 1873.

(A.) Goods, coal, and mineral traffic arising at or destined for any station, colliery, or work upon the railways of the Ogmore Company between Nant-y-Moel and Black Mill, and between Black Mill Ynis-y-bwt and Gellyrhaidd, including the Ely Valley Extension Railway, and arising at or destined for the town of Cardiff, or the docks at that place, or the town and docks at Penarth, together with the use of sidings, watering-places, and other works and conveniences upon the railway or railways over which such powers are given:

(B.) Also goods, coal, and mineral traffic passing or intended to pass to or from the aforesaid portions of the railways of the Ogmore Company, and arising at or destined for any works or stations and sidings upon the railways of the Taff Company, other than the works, stations, or sidings to which the last preceding article applies.

7. The Taff Company agree that (if the running powers herein provided for are exercised) they will exercise them in a reasonable manner, and subject to the byelaws, rules, and regulations of the Great Western Company.

8. The Great Western Company, the Taff Company, the Ogmore Company, and the Llantrissant Company, to agree as to through rates and facilities for goods, coal, and mineral traffic between the places herein-after referred to, or, failing agreement, such through rates and facilities shall be settled by arbitration as herein-after provided:

(A.) For goods, coal, and mineral traffic arising upon or destined for places on the railway of the Ogmore Company between Nant-y-Moel and Black Mill, and between Black Mill, Ynis-y-bwt, and Gellyrhaidd, including the Ely Valley Extension Railway, and arising at or destined for the town of Cardiff, or the docks at that place, or the town and docks at Penarth, and passing over the Ely Valley Railway, or some part or parts thereof:

(B.) For goods, coal, and mineral traffic arising at or destined for any station, colliery, or work upon the aforesaid portions of the railway of the Ogmore Company, and arising at or destined for any works, stations, or sidings upon the railways of the Taff Company, other than the works, stations, or sidings to which the last preceding sub-section applies.

9. The rates for goods, coal, and mineral traffic to and from the aforesaid portions of the railways of the Ogmore Company and Cardiff, and conveyed viâ the intended Cardiff and Ogmore Railway, or the Ely Valley Railway viâ Llantrissant and the South Wales Railway, shall be such as not unfairly to divert traffic from the railways of the Ogmore Company and Cardiff viâ the Llantrissant, Taff, and Penarth Railways.

10. The receipts arising from such traffic shall from time to time be divided in such proportions as may be agreed upon between the Great Western, the Taff, and Ogmore Companies, or, where only two of them are interested, between those two Companies, and, failing agreement, in such proportions as shall be determined by an arbitrator as herein-after provided; and the arbitrator shall take into consideration all the circumstances of the case.

11. This agreement shall be in perpetuity.

12. In the event of any difference arising between the Companies parties hereto, or any two of them, as to this agreement, or any one or more of the

provisions thereof, or any matter or matters arising out of this agreement, or out of any provision or provisions thereof, the same shall be determined by arbitration in the manner provided by the "Railway Companies Arbitration Act, 1859;" and the arbitrator shall have power to award against any of the Companies such penalties as he may think reasonable, and what shall be done under the circumstances. A.D. 1873.

13. A standing arbitrator, if required by any one of the Companies, to be from time to time agreed on, or, failing agreement, to be from time to time appointed by the Board of Trade on the application of either of the Companies, who shall have all such powers as if he were appointed under the last preceding article.

14. This agreement shall be scheduled to and confirmed by the Llantrissant and Taff Vale Junction Railway Bill, now pending in Parliament, or, failing that, by the first Bill which any of the Companies parties hereto shall be directly promoting in Parliament in the next or any subsequent session thereof, and the Company promoting such Bill and all the other Companies parties hereto shall do all acts necessary on their respective parts for promoting the passing of such provisions.

In witness whereof the Companies parties hereto have hereunto set their respective common seals the day and year first above written.

Seal of the Taff Vale Railway Company.

Seal of the Llantrissant and Taff Vale Junction Railway Company.

Seal of the Llyvni and Ogmore Railway Company.

Seal of the Great Western Railway Company.

G. Cottman,
Asst. Secy.

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