CHAPTER li.

An Act to empower the Penarth Harbour Dock and Railway Company to extend their existing Dock and to execute other works in connexion therewith and to raise additional capital; and for other purposes. [3rd June 1881.] A.D. 1881.

WHEREAS it is expedient that the Penarth Harbour Dock and Railway Company (in this Act called "the Company") should be empowered to construct and maintain an extension of their existing dock at Penarth and to alter the line and levels of the railways connected therewith known as the low level railways:

And whereas plans and sections of the works by this Act authorised and also a book 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 hereinafter respectively referred to as the deposited plans sections and book of reference:

And whereas the existing dock and works connected therewith of the Company were constructed on lands belonging for the most part to the devisees in trust under the will of the Right Honourable Other Archer Earl of Plymouth deceased and agreements were made and are now subsisting between the Company and the said devisees with respect to the use and application of portions of those lands for and to the purposes of the Company and the future extension of dock accommodation and the reverter thereof or of parts thereof in certain events and the payments to be made by the Company in respect thereof and such agreements are set out in the third and fourth schedules to the Baroness Windsor's Estate Act 1857: 20 & 21 Vict. c. 7. (*Priv.*)

And whereas the extension of the Company's dock by this Act authorised will also be situate upon lands referred to in the said

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agreements and it has been agreed between the Company and the Right Honourable Robert George Windsor-Clive Baron Windsor (herein-after called Lord Windsor) as the present owner in fee of the said lands and it is expedient that the agreements above referred to should in some particulars be altered and further provision made with respect to the said lands and otherwise in relation thereto and that the further agreement between Lord Windsor on the one part and the Company on the other part in relation to the matters aforesaid set forth in the schedule to this Act should be confirmed:

26 & 27 Vict. c. lxxv.

And whereas the undertaking of the Company is under the authority of the Penarth Harbour Dock and Railway Leasing Act 1863 leased to and worked by the Taff Vale Railway Company as part of their undertaking and it is expedient that the works by this Act authorised should subject to the provisions of this Act form part of the leased undertaking and that the Company and the Taff Vale Railway Company should be empowered to make and carry into effect agreements in respect thereof as in this Act expressed:

And whereas it is expedient that the Company should be empowered to raise additional capital for carrying the objects of this Act or some of them into effect:

And whereas the purposes of this Act cannot be effected 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 Penarth Harbour Dock and Railway Act 1881.

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):

8 & 9 Vict. c. 18.

The Lands Clauses Consolidation Acts 1845 1860 and 1869:

The Railways Clauses Consolidation Act 1845:

23 & 24 Vict. c. 106.

32 & 33 Vict. c. 18.

8 & 9 Vict. c. 20.

8 & 9 Vict. c. 16.

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the following matters (namely):

The distribution of the capital of the Company into shares:

The transfer or transmission of shares:

The payment of subscriptions and the means of enforcing the payment of calls:

The forfeiture of shares for nonpayment of calls:

The remedies of creditors of the Company against the shareholders:

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The borrowing of money:
The conversion of the borrowed money into capital:
The consolidation of shares into stock:
The general meetings of the Company:
The making of dividends: and
The giving of notices:

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863: 26 & 27 Vict. c. 118.

The Harbours Docks and Piers Clauses Act 1847: 10 & 11 Vict. c. 27.

Provided nevertheless that the provisions of that Act with respect to life-boats and with respect to keeping a tide and weather-gauge shall not be in force for the purposes of this Act except so far as from time to time the Board of Trade by notice in writing to the Company may require them to provide any works or conveniences according to those provisions respectively.

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 Company" means the Penarth Harbour Dock and Railway Company:

The expression the "dock extension" means the extension of the Company's existing dock and the works to be constructed under this Act in connexion therewith:

For the purposes of this Act the expression "superior courts" or "courts 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 make new works.

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 plans and sections the works herein-after described and may enter upon take and use such of the lands delineated on those plans and described in the deposited book of reference as may be required for that purpose:

The works herein-before referred to and authorised by this Act are:

1. An extension of the Company's existing dock at Penarth for a distance of two hundred and seventy yards or thereabouts in a north-westerly direction from its north-western end:

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2. A diversion and alteration (No. 1) of the line and levels of the low level railway leading to the north-east side of the present dock:

3. A diversion and alteration (No. 2) of the line and levels of the existing low level railway leading to the south-west side of the present dock:

4. All proper and convenient entrances gates caissons culverts approaches quays stations sidings shipping-places staiths jetties stairs stages wharfs sheds cranes drops landing-places dolphins mooring-buoys walls buildings and conveniences:

All the said works will be situate in the parish of Llandough in the county of Glamorgan.

Dock extension and other works part of Company's undertaking. 19 & 20 Vict. c. cxxii. 20 & 21 Vict. c. lxix.

5. The dock extension shall for the purposes of tolls rates and charges and for all other purposes whatever be and be deemed to be part of the undertaking of the Company and the Company may demand and recover for and in respect of the dock extension the same tolls rates and charges as they are by the Ely Tidal Harbour and Railway Act 1856 and the Penarth Harbour Dock and Railway Act 1857 or either of them empowered to demand and recover for and in respect of their existing dock and works:

The diversions and alterations of railways by this Act authorised shall for the purposes of tolls rates and charges and for all other purposes whatever be parts of the respective railways so diverted and altered.

Company may deviate to the extent marked on the plans.

6. Subject to the provisions of this Act the Company may in constructing the works by this Act authorised deviate from the line thereof as shown on the deposited plans to the extent of the limits of deviation respectively marked thereon and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

Period for compulsory purchase of lands.

7. 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 three years from the passing of this Act.

Period for completion of works.

8. The dock extension and the diversions and alterations of railways by this Act authorised shall be completed within five years from the passing of this Act and after the expiration of that period all the powers hereby granted to the Company for making the said works or otherwise in relation thereto shall cease to be exercised except as to so much of the same as shall then be completed.

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Repeal of portions of 20 & 21 Vict. c. 7. (*Priv.*) and of 19 & 20 Vict. c. cxxii. and 20 & 21 Vict. c. lxix.

9. So much of section eighteen of the Baroness Windsor's Estate Act 1857 as relates to the reverter of any of the lands taken by the Company under the agreements scheduled to that Act and also so much of the Company's Acts as provide for the reverter of lands under the said agreements shall be and the same respectively are hereby repealed and all lands taken by the Company under or by virtue of or in accordance with the said agreements shall notwithstanding anything in the said Acts or in the said agreements respectively contained be deemed to remain and be vested in and to belong to the Company and shall henceforth form part of the undertaking of the Company leased to the Taff Vale Railway Company under the authority of the Penarth Harbour Dock and Railway Leasing Act 1863 and may be applied to the purposes of this Act and the Company may and shall hold the said lands free from any liability to reverter under the said Acts or agreements or otherwise and so much and such parts of the said agreements respectively as are inconsistent with this section are hereby declared to be null and void.

Rentcharge payable by Company to Lord Windsor.

10. Lord Windsor and his sequels in estate shall as from the completion and opening of the dock extension be entitled to receive from the Company and the Company shall pay to him and them the like rentcharges tonnage and other rates royalties charges and rents for and in respect of the dock extension and for and in respect of the lands which under the last preceding section of this Act shall be deemed to remain and be vested in and belong to the Company and the additional land which under or in pursuance of the agreement set forth in the schedule to this Act Lord Windsor agrees to convey to the Company as if the same had formed part of the Company's undertaking as contemplated by the said agreements. And all the provisions of those agreements applicable to the payments thereby secured to the grantors therein mentioned of the lands therein referred to and to the recovery thereof shall so far as the same are capable of taking effect apply to the sums hereby made payable as fully and effectually as if those sums had been the sums mentioned or referred to in the said agreements or either of them.

Confirmation of scheduled agreement.

11. The agreement set forth in the schedule to this Act is hereby confirmed and made binding on Lord Windsor and the Company and full effect may and shall be given thereto as if the same had been expressly enacted in this Act.

Dock extension included in lease to

12. The dock extension when completed shall be deemed to form part of the undertaking of the Company leased to the Taff

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Taff Vale Railway Company.

Vale Railway Company under the provisions of the Penarth Harbour Dock and Railway Leasing Act 1863 as fully and effectually as if it had formed part of the undertaking of the Company at the time of the making of the agreement dated the thirteenth day of August one thousand eight hundred and sixty-two and set forth in the schedule to the said Act and all the provisions of that Act and of the leases granted in pursuance thereof so far as the same are not altered or varied by this Act shall apply to the dock extension and to the capital by this Act authorised to be raised by shares or stock and by borrowing or debenture stock for the purposes thereof:

Provided always that—

(1) In lieu of the sums equal to one-half of the net profits of the undertaking of the Company reserved to the Company under the said leases as part of the rent payable by the Taff Vale Railway Company that company shall in addition to the interest on the debenture debt and the dividends at the rate of four and a half per centum per annum on the share capital or stock of the Company as the said debenture debt and capital are respectively by this Act authorised to be increased pay to the Company as from such date as may be agreed upon between the said companies a clear yearly sum sufficient to pay half-yearly dividends at the rate of three quarters per centum per annum as well on the existing capital of the Company as on the capital to be raised under the authority of this Act:

(2) In lieu of a sum equal to two hundred and fifty pounds now payable by the Taff Vale Railway Company to the Company under the fourth section of article five of the said agreement the Taff Vale Railway Company shall as from the passing of this Act pay to the Company a sum equal to four hundred pounds per annum:

(3) In addition to the sums payable by the Taff Vale Railway Company to the Company under the said agreement as amended by this Act and in lieu of the interest now paid by the Taff Vale Railway Company to the Company in respect of the expenditure by the Company of the cost incurred in the formation of a graving dock entrance the Taff Vale Railway Company shall as from the passing of this Act pay to the Company by equal half-yearly instalments the clear yearly sum of one hundred and forty-six pounds and sixpence:

And the said Penarth Harbour Dock and Railway Leasing Act 1863 the agreement set forth in the schedule to that Act and the leases granted in pursuance thereof shall be read and construed accordingly:

If any difference arise from time to time between the Company and the Taff Vale Railway Company as to the true intent and meaning of this section or the mode of giving effect thereto such difference shall be settled and determined by Sir John Hawkshaw or him failing by some person to be appointed by the President for the time being of the Institution of Civil Engineers in London:

Subject to the provisions of this Act the Company and the Taff Vale Railway Company may make and carry into effect agreements with respect to any of the purposes of this Act in which they are mutually interested.

Taff Vale Company *not to charge* lower rates to and at Penarth than to and at Cardiff.

13. The Taff Vale Railway Company shall not make any lower rate or other charge in respect of traffic conveyed by them over the Taff Vale Railway and the railway of the Company to or from the Penarth Dock or Tidal Harbour respectively than the rate or charge for the time being made in respect of traffic of the like description conveyed by them over the Taff Vale Railway or over any other railway or railways from or to either of the Bute Docks at Cardiff.

Power to raise additional capital.

14. The Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole one hundred and fifty thousand pounds by the issue of new shares or stock but the Company shall not issue any share of less nominal value than ten pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

New shares or stock to be subject to the same incidents as other shares or stock.

15. The capital in new shares or stock created by the Company under this Act and the new shares or stock therein and the holders thereof respectively shall be subject and entitled to the same powers provisions liabilities rights privileges and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the same class or description and the new shares or stock were shares or stock in that capital:

The capital in new shares or stock so created shall form part of the capital of the Company.

Dividends on new shares or stock.

16. Every person who becomes entitled to new shares or stock shall in respect of the same be a holder of shares or stock in the Company and shall be entitled to a dividend with the other holders of shares or stock of the same class or description proportioned to the whole amount from time to time called and paid on such new shares or to the whole amount of such stock as the case may be.

New shares or stock raised under this Act and any other Acts of past or present sessions may be of same class.

17. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock and to the provisions of this Act the Company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Receipt clause in case of persons not sui juris.

18. If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to borrow on mortgage.

19. The Company may in respect of the additional capital of one hundred and fifty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage any sum not exceeding in the whole fifty thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Appointment of a receiver.

20. The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a

receiver is made shall not be less than ten thousand pounds in the whole. A.D. 1881.

Debenture stock.

21. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

22. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied for the purposes of this Act only.

Interest not to be paid on calls paid up.

23. The Company shall not out of any money by this Act or any other Act relating to the Company authorised to be raised by calls in respect of shares pay to any shareholder interest or dividend on the amount of the calls made in respect of the shares held by him: Provided always that the Company may pay to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as shall be in conformity with the provisions of the Companies Clauses Consolidation Act 1845 in that behalf contained.

Deposits for future Bills *not to* be paid out of Company's capital.

24. The Company shall not out of any money by this Act or any other Act authorised to be raised by the Company pay or deposit any sum of money which by any standing order of either House of Parliament from time to time in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to make any other railway or execute any other work or undertaking.

Provision for general railway Acts.

25. Nothing in this Act contained shall exempt the railways of the Company from the provisions of any general Act relating to railways or to 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 and alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels in respect of the railways authorised by the Company's existing Acts.

Expenses of Act.

26. All the costs charges and expenses of applying for obtaining and passing this Act or preparatory or incident thereto shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made this twenty-eighth day of March one thousand eight hundred and eighty-one between the Right Honourable ROBERT GEORGE BARON WINDSOR (herein-after called "LORD WINDSOR") of the one part and THE PENARTH HARBOUR DOCK AND RAILWAY COMPANY (herein-after called "the Company") of the other part.

WHEREAS the existing dock and works connected therewith of the Company at Penarth were constructed on lands belonging for the most part to the devisees in trust under the will of the Right Honourable Other Archer Earl of Plymouth deceased and agreements were made and are now subsisting between the Company and the said devisees with respect to the use and application of portions of those lands for and to the purposes of the Company and the future extension of dock accommodation and the reverter thereof or of parts thereof in certain events and the payments to be made by the Company in respect thereof and such agreements are set out in the third and fourth schedules to the Baroness Windsor's Estate Act 1857 (and are herein-after called the purchase agreements): And whereas parts of the said lands are claimed to have reverted as provided for by the purchase agreements: And whereas the Company are promoting a Bill in the present session of Parliament under the title of the Penarth Harbour Dock and Railway Bill (herein-after called "the Bill") for empowering them to extend their said existing dock and to execute other works in connexion therewith: And whereas the said dock extension will also be situate upon lands referred to in the purchase agreements and it has been agreed between the Company and Lord Windsor as the present owner of the said lands that the said agreements should in some particulars be altered and further provision made with respect to the said lands and otherwise in relation thereto as herein-after contained: Now therefore these presents witness as follows:—

1. All the claims under the reverter clauses contained in the purchase agreements under the said Baroness Windsor's Estate Act 1857 and any other Acts in or by which such agreements are referred to or confirmed shall be and are hereby and as from the date of the passing of the Bill into an Act abandoned except as to so much of the said lands as shall be required for the construction of the railway of the Penarth Extension Railway Company which shall be conveyed by the parties hereto to the Penarth Extension Railway Company and all reverter claims in respect of the land included in a report made by Mr. Thomas Elliot Harrison dated the twenty-seventh day of November one thousand eight hundred and sixty-one and which report has been accepted and acted upon by both parties as an award and is herein-after called "the award"

shall from and after such completion and opening be and the same are hereby likewise abandoned reserving to Lord Windsor all rights reserved under the award and subject to the obligations stipulations and conditions of the award which shall from time to time and at all times be performed observed and fulfilled by the Company their successors and assigns.

2. Within two years from the passing of the Bill into an Act the Company or the Taff Vale Railway Company shall construct and for ever thereafter keep open a passenger station at the Penarth Junction at Radyr and shall cause such a number of trains to stop thereat as shall be reasonably sufficient for the accommodation of the traffic both passengers and goods thereat.

3. On the completion and opening of the said station Lord Windsor will convey to the Company without payment the land at Penarth Junction at Radyr forming a triangle between the land shown on the plan No. 1 referred to in the award and lying between the Penarth and Taff Vale Railways and bounded on the south by the River Taff (subject to existing rights of way over the same and to a further reservation if required by Lord Windsor of a piece of land for a road by the river side of a width of one hundred feet).

4. The Company shall deposit the spoil from the proposed dock extension to the amount of one hundred and ninety thousand cubic yards or thereabouts or so much thereof as shall be required by Lord Windsor at points contiguous to the Company's railway on Grange Farm and such spoil shall be placed in trucks on a siding on the level of Grange Farm which trucks shall be emptied and returned with all convenient speed.

5. The Company shall deposit all ballast going to spoil from the tidal harbour and also (before depositing the remaining spoil from the proposed dock extension elsewhere than on the land of the Company) deposit such remaining spoil if so requested by Lord Windsor over such portions of the Salt Marsh or Cardiff West Moors as are above high water mark of spring tides and are shown on the plan hereunto annexed and thereon coloured brown to the height of the Company's railway there and such spoil shall be fairly levelled throughout by the Company.

6. The Company shall upon the request in writing of Lord Windsor reopen and maintain the occupation bridge under the Company's railway opposite the brickyard (known as Billup's brickyard) with proper approaches thereto.

7. From and after the completion of the proposed dock extension Lord Windsor shall be entitled to receive and shall receive the same rentcharges tonnage and other rates charges royalties and rents for and in respect of the whole dock as so extended and for and in respect of all lands which under the provisions of section 9 of the Act shall be deemed to remain and be vested in the Company and for and in respect of the additional land which under or in pursuance of these presents Lord Windsor agrees to convey to the Company as if the extension and land had formed part of and been included in the original undertaking contemplated in the purchase agreements and all the provisions of those agreements applicable to the payments thereby secured to the grantors therein mentioned of the lands therein referred to and to the recovery thereof shall so far as applicable apply to the rentcharges tonnage and other rates charges royalties and rents hereby made payable as fully and effectually as if

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the same had been the rentcharges tonnage and other rates charges royalties and rents mentioned or referred to in the purchase agreements or either of them.

8. Nothing in this agreement shall in any manner whatever interfere with or prejudice the right of Lord Windsor to petition either House of Parliament against the Bill and to appear thereon and to propose any alterations or amendments in the Bill he may think necessary or expedient.

9. Any difference that may arise between Lord Windsor and the Company as to the true intent and meaning of this agreement or the mode of giving effect thereto shall from time to time be determined by arbitration in the manner prescribed by the Lands Clauses Consolidation Act 1845 for the settlement of questions of disputed compensation.

10. This agreement is made subject to such alterations as Parliament may think fit to make therein and if Parliament so think fit shall be scheduled to and confirmed by the intended Act.

11. Except as altered by this agreement or by the intended Act the purchase agreements shall remain in full force and effect as if this agreement had not been made and that Act had not passed.

In witness whereof the said Lord Windsor has hereunto set his hand and seal and the Company have hereunto affixed their common seal the day and year first above written.

Signed sealed and delivered by the above-named Robert George Baron Windsor in the presence of

WINDSOR. L.S.

ALFRED HEMSTOCK,
Steward,
Oakly Park, Bromfield,
Shropshire.

Seal of the Penarth Harbour Dock and Railway Company.

LONDON : Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1881.