CHAPTER cxxxii.

An Act to extend the time limited for the completion of certain railways authorised to be constructed by the Rhondda and Swansea Bay Railway Company and for other purposes. [25th July 1898.]

A.D. 1898.

WHEREAS by the Rhondda and Swansea Bay Railway Act 1890 (herein-after called "the Act of 1890") the Rhondda and Swansea Bay Railway Company (herein-after called "the Company") were authorised to make and maintain amongst other works the railways in the said Act more specifically described and therein and herein-after respectively referred to as Railway No. 3 Railway No. 4 and Railway No. 5 and to purchase lands compulsorily for the purposes thereof:

And whereas the periods for the compulsory purchase of lands for and for the construction of such railways were respectively limited to three and five years from the passing of that Act which received the Royal Assent on the fourth day of August one thousand eight hundred and ninety:

And whereas by the Rhondda and Swansea Bay Railway Act 1895 (herein-after called "the Act of 1895") the time for the completion of such railways was extended until the fourth day of August one thousand eight hundred and ninety-eight and it is expedient that the powers for the compulsory purchase of certain lands authorised to be acquired by the Act of 1890 for the purposes of such railways be revived and the time for the completion of the said railways be further extended:

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

A.D. 1898.

and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

Short title.

1. This Act may be cited as the Rhondda and Swansea Bay Railway Act 1898.

Incorporation of Part II. of Railways Clauses Act 1863.

2. Part II. (relating to extension of time) of the Railways Clauses Act 1863 is (except where expressly varied by or inconsistent with the provisions of this Act) incorporated with and forms part of this Act.

Interpretation.

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

Revival of powers and extension of time for compulsory purchase of lands under Act of 1890.

4. The powers conferred by the Act of 1890 for the compulsory purchase of the lands herein-after in this section referred to are hereby revived and extended and may be exercised by the Company at any time within but shall not be exercised after the expiration of two years from the fourth day of August one thousand eight hundred and ninety-eight (that is to say) :—

(A) The following lands required for the purposes of Railway No. 3 by that Act authorised (that is to say) :—

The property shown on the deposited plans and described in the deposited books of reference referred to in the Act of 1890 and therein numbered 1 in the parish of Aberavon; and

(B) The following lands required for the purposes of Railway No. 4 and Railway No. 5 authorised by the Act of 1890 (that is to say) :—

So much of the lands shown on the said deposited plans and described in the said deposited books of reference as lie on the southernmost side of the River Taff and the bed and soil of that portion of the said river which is situate within the limits of deviation of the said railways as shown on the said deposited plans.

The provisions of section 14 of the Act of 1890 shall extend and apply to the exercise by the Company of the powers so revived and extended as if the same had been re-enacted in this Act in reference thereto.

Extension of time for completion of works under Act of 1890.

5. The period limited for the completion of Railway No. 3 Railway No. 4 and Railway No. 5 authorised by the Act of 1890 as extended by the Act of 1895 is hereby further extended for a period of three years from the fourth day of August one thousand eight

hundred and ninety-eight and if the said railways be not completed within such extended period then on the expiration of such period the powers granted by the said Act of 1890 as amended by the Act of 1895 and this Act for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

For protection of Earl of Jersey.

6. Notwithstanding anything contained in the Act of 1890 or this Act the Company shall not enter upon take or use for the purposes of Railway No. 3 authorised by the Act of 1890 any land shown on the deposited plans of that railway and belonging to the Right Honourable Victor Albert Child Villiers Earl of Jersey his heirs or assigns without his or their previous consent in writing.

For protection of owners of minerals under Aberavon Burrows.

7. The following provisions for the protection of Henry Jeffreys Bushby and Charles Evan Thomas lords of the borough of Afon and of the manor of Afon Walia or other the owners or owner for the time being of the minerals under the estate called Aberavon Burrows (all of whom are in this section included under the expression "the lords of the manor") shall unless otherwise agreed between the Company and the lords of the manor have effect (that is to say):—

(1) Notwithstanding anything contained in the Act of 1890 or this Act or shown on the deposited plans referred to in the Act of 1890 the Company shall not without the previous consent in writing of the lords of the manor construct that part of the Railway No. 3 authorised by the Act of 1890 which lies between the commencement thereof as shown upon the said deposited plans and the eastern boundary of the property belonging or reputed to belong to the Right Honourable Victor Albert George Child Villiers Earl of Jersey:

(2) The lords of the manor and their lessees and persons employed or authorised by them respectively shall have an occupation level crossing for cart horse and foot traffic of not less than sixteen feet in width along the eastern side of the said boundary of the property of the Earl of Jersey and across the Railway No. 3 or the land of the Company and before or at any time after opening the said Railway No. 3 for traffic the Company shall if required by the lords of the manor lay down across that railway on the level thereof or across the land of the Company along the said boundary of the property of the said Earl of Jersey a pair of rails for enabling the lords of the manor and such lessees and persons to cross the said railway and the land of the Company with railway trucks and engines to and

A.D. 1898.

from any collieries and works for the time being owned or worked by them under or upon the said estate called Aberavon Burrows together with such appliances as may be necessary and the Company shall permit the lords of the manor and such lessees and persons to use the same subject only to the reasonable regulations of the Company for the prevention of danger to or interruption of the traffic of the said Railway No. 3 and damage to the property of the Company Provided that the traffic along the said railway shall have precedence over the traffic of the lords of the manor:

(3) In lieu of constructing the said level crossing the Company may if they think fit and subject as after mentioned construct a bridge for carrying such pair of rails over or under the said railway having if an underbridge a headway of not less than thirteen feet in height and a span of not less than twelve feet and if an overbridge a width between the parapets of not less than twelve feet And the Company may at any time after the opening of the said railway construct such a bridge and at their own expense divert the said line of railway over or through the same and thereafter discontinue the said level crossing Provided that all additional or extra cost charges and expenses which the lords of the manor or their lessees or assigns may incur or sustain by reason of the said crossing being by a bridge and not a level crossing shall on demand be paid by the Company:

(4) If for the purpose of affording access from one side of the said railway to the other side thereof the lords of the manor at any time after the construction of the railway desire to construct a bridge over the Railway No. 3 between the point shown on the said deposited plans one furlong from the commencement of the said railway and the points three furlongs from such commencement and of such desire give to the Company one month's notice in writing the Company shall afford the lords of the manor all reasonable and proper facilities for the construction of such bridge according to plans sections and specifications to be previously submitted to and reasonably approved in writing by the engineer of the Company:

(5) Such bridge shall be of a single span and shall have a headway throughout above the level of the rails of the said Railway No. 3 of not less than fourteen feet three inches and the same shall be constructed and maintained to the reasonable satisfaction of the engineer of the Company and under his

superintendence and in all respects at the expense of the lords of the manor and without in any way obstructing or interfering with the working of the Railway No. 3 or the works or sidings of the Company and the lords of the manor shall at all times maintain the said bridge and works connected therewith in substantial repair and good order and condition to the reasonable satisfaction of the engineer of the Company and if and whenever they fail so to do after one month's notice in writing from the Company for that purpose or in case of urgency without any notice being required the Company may make and do in and upon as well the lands of the Company as the adjoining lands all such works and things as may be requisite for the repairing or maintaining of such bridge and works and the sums from time to time reasonably expended in that behalf shall be repaid to them by the lords of the manor:

(6) The lords of the manor shall bear and on demand pay to the Company the expense of the employment by them during the construction or the execution of any works of maintenance of such bridge of a sufficient number of watchmen and signalmen to be appointed by the Company for watching and signalling the said Railway No. 3 with reference to and during the execution of the said works:

(7) If by reason of the construction maintenance or user of such bridge or any failure thereof or any act or omission of the lords of the manor or their contractors servants or workmen employed by them the said railway of the Company or any works connected therewith be injured or damaged such injury or damage shall forthwith be made good by the lords of the manor at their own expense and in default thereof the Company may make good the same and recover the reasonable costs incurred by them in so doing from the lords of the manor and the lords of the manor shall indemnify the Company from any loss or damage they may suffer and from any compensation they may be required to pay in consequence of any such injury or damage or any interruption or interference with the traffic on their railway caused as aforesaid:

(8) The Company shall permit the lords of the manor to lay down a water main under the Railway No. 3 and the land of the Company at a point to be selected by the lords of the manor and such water main shall be laid down under the superintendence and to the satisfaction of the engineer of the

A.D. 1898.

Company in accordance with plans and sections to be previously submitted to and reasonably approved by him:

(9) The foregoing provisions of this section shall be taken and accepted by the lords of the manor and their tenants as full compensation for any interests which may be acquired by the Company for the purposes of the construction of the said Railway No. 3 and the works connected therewith and for all injury or damage consequent on such construction whether arising from severance or otherwise:

(10) If any difference shall arise between the Company and the lords of the manor touching anything to be done or not to be done or any regulations to be made under this section such difference shall be determined by an engineer to be appointed (unless otherwise agreed) by the Board of Trade on the application of either of the parties in difference.

For protection of Marquess of Bute.

8. In exercising the powers by the Act of 1890 as amended by this Act conferred upon them in relation to the railways numbered 4 and 5 by that Act authorised the Company shall unless otherwise agreed be bound by and shall conform to the following provisions for the protection of the Most Honourable the Marquess of Bute (in this section referred to as "Lord Bute") (that is to say):—

(1) The Company shall construct—

(A) An accommodation road level crossing in the property numbered on the deposited plans referred to in the Act of 1890 124 in the parish of Ystradyfodwg for the purpose of affording access to the River Rhondda only;

(B) A cattle creep under the Railway No. 5 not less than ten feet wide and ten feet head room and an approach to the river in the property numbered on the said plans 116 in the said parish;

(C) A culvert under the railway in the said property numbered 124 equal in area to that already made in the adjoining land:

(2) Lord Bute or his workmen shall be entitled to pass through the said culvert so as to obtain access to and clear out the connexions therewith and the plan of the said culvert shall be submitted to and subject to the reasonable approval of Lord Bute's agent:

(3) Lord Bute shall have full power to construct drains or lay water and gas pipes under or telegraph or telephone wires

over the Railways Nos. 4 and 5 in such manner and in such places as the engineer of the Company shall reasonably approve and plans of such works shall be submitted to him for his approval prior to the commencement of such works:

(4) In the event of an approach road to the joint station being constructed by the Company on the land between the railways and the existing Taff Vale Railway Lord Bute shall have the right to open out on to the same from his land lying to the south of the road numbered on the said deposited plans 94 in the said parish and the Company shall have a right of way over the road and bridge numbered 94 as aforesaid from Bute Street to the said station and shall be at liberty if they think fit to maintain the said roads and bridge for the use of traffic to and from their station but Lord Bute shall be under no obligation to maintain such roads and bridge:

(5) The Company shall not (either under any notice already given by them or otherwise) take any land belonging to Lord Bute other than is shown on the plan signed in duplicate by the Right Honourable James William Lowther the Chairman of the Committee of the House of Commons to whom the Bill for this Act was during its passage through Parliament referred and deposited as to one copy thereof in the Private Bill Office of the House of Commons and as to the other copy thereof in the Office of the Clerk of the Parliaments and is on such plan coloured red except such land as may be required for the purposes of a station and approaches thereto and they may also acquire the interest of Lord Bute (if any) in the land coloured green upon the said plan:

(6) The provisions of this section shall be in lieu of and substitution for a certain agreement dated the first day of July one thousand eight hundred and ninety setting forth the conditions for the withdrawal of the opposition of Lord Bute to the Bill for the Act of 1890.

Provision as to general Railway Acts.

9. Except as by this Act expressly provided nothing in this Act contained shall exempt the Company or the railways of the Company 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 now authorised to be taken by the Company.

A.D. 1898.

Costs of Act.

10. 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.

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