

COPY OF FESTINIOG RAILWAY'S 1934 LEASE OF THE WELSH HIGHLAND RAILWAY

Transcriber's foreword

Transcribed from typescript "office copy" of lease, as used by Caernarvonshire County Clerk and now in Gwynedd Archives (Caernarfon) at XC2/33/19. It is believed that the "errors" identified - as marked (*sic*) below - were in the original lease and are not the consequence of mis-transcription by the County Clerk's department when making the "office copy". No attempt has been made to match the pagination of the original document.

Although the lease itself states that it will take effect from 1 July 1934, an exchange of correspondence (see Gwynedd Archives (Caernarfon) XC2/33/27) between the parties culminated in an affidavit sworn on 28 January 1935 by David Griffith Jones, the then County Clerk, to the effect that the Festiniog Railway actually took possession, and the terms came into effect, immediately upon signature on 26 June 1934, which was therefore the effective start date of the lease.

THIS LEASE made the 26th. day of June 1934 BETWEEN
WELSH HIGHLAND RAILWAY (LIGHT RAILWAY) COMPANY (hereinafter called "the Lessor Company") of the first part RICHARD THOMAS GRIFFITH of 22 Castle Square in the town and county of Caernarvon (hereinafter called "the Receiver") of the second part and THE FESTINIOG RAILWAY COMPANY whose office is at Wellington House Buckingham Gate in the County of London (hereinafter called "the Lessee") of the third part

WHEREAS the Undertaking of the Lessor Company is authorised and governed by the Provisions of Portmadoc, Beddgelert and South Snowdon Railway Act 1901 and the Welsh Highland Railway (Light Railway) Orders 1922 and 1923.

AND WHEREAS the debentures of the Lessor Company are held by the parties whose names appear in the First Schedule hereto for the amounts set opposite their respective names.

AND WHEREAS by virtue of the Caernarvonshire Review Order 1934 the property and liabilities of the Glaslyn Rural District Council have been transferred to and are vested in the Gwyfrai Rural District Council.

AND WHEREAS the said Receiver was appointed Receiver and Manager of the Undertaking of the Lessor Company by Order dated the 12th. day of April 1932 in the matter of the Welsh Highland Railway (Light Railway) Company and in the matter of the Railway Companies Act 1867 of the Chancery Division of the High Court of Justice No. 1927 W. 017.

NOW THIS DEED WITNESSETH as follows :-

1. IN CONSIDERATION of the rent and covenants hereinafter reserved and contained the Lessor Company with the consent and approval of the Receiver HEREBY DEMISE unto the Lessee the Railway Undertaking authorised by the said Welsh Highland Railway (Light Railway) Order 1922 with the permanent ways, sidings, stations, approaches, yards, buildings, junctions, signals, fences, telephones, lands, works, conveniences and rolling stock forming part thereof or connected therewith (save and except all those several pieces or parcels of land situate at St. Helens Road in the Parish of Llanbeblig in the Borough and County of Caernarvon more particularly described in an Indenture of Conveyance made the 3rd. day of November 1908 between John Issard Davies and others of the one part and the Portmadoc, Beddgelert and South Snowdon Railway Company of the other part together with a shed and all buildings erected thereon) which are detailed in the Second Schedule hereto but without any liability in respect of and excluding all liabilities and outgoings accrued due before the date hereof (which are hereinafter called "the Railway") TO HOLD to the Lessee for the term of 42 Years from the 1st. day of July 1934 determinable as hereinafter provided PAYING THEREFOR during the first half year the rent of One

Pound and for the subsequent thirteen years 10% of the gross amount of all tolls, fares, rents and charges and other receipts whatsoever (hereinafter referred to as the "gross receipts") accruing to the Lessee in respect of the undertaking and premises hereby demised and for the next seven and a half years 10% of such gross receipts together with an additional 5% in respect of any gross receipts in excess of £2,000 and for the remaining period of 21 years the rent fixed in accordance with Clause 4 (c) hereof.

2. THE LESSEE to the intent that the obligations may continue throughout the term hereby created hereby covenants with the Lessor Company as follows:-

- (i) To pay the reserved rent within 30 days after the 31st. day of December in every year.
 - (ii) To keep all such accounts with all such details of items and vouchers as shall be proper and sufficient to ascertain and determine the amount from time to time of the gross receipts aforesaid and to show and prove in full detail how such amount is arrived at and for all other purposes of these presents. Such Accounts and vouchers shall be open to inspection and transcription by the Directors and Agents of the Lessor Company and the Receiver once monthly by previous appointment and the Lessee shall afford proper and sufficient facilities for such inspection and transcription.
 - (iii) To keep and maintain the demised premises in good and efficient repair and working condition and upon the expiration of these presents to deliver yield and give up the same in good and efficient repair and working condition to the Lessor Company PROVIDED that as regards rolling stock or other equipment which may become worn out and in the opinion of the Lessee incapable of repair the reasonable replacement of such stock and equipment so as to maintain the Railway as a working concern shall be a sufficient compliance with the terms of this covenant.
 - (iv) To work and use the demised premises in connection with the existing system of the Festiniog Railway and convey traffic thereon in a proper safe and convenient manner so as adequately to develop the traffic of the district to be served by the demised Railway.
 - (v) To bear and pay all existing and future rates taxes charges assessments impositions and outgoings whatsoever payable in respect of the demised premises but not including the Receiver's remuneration and expenses.
 - (vi) In the exercise of their rights powers and privileges in all respects duly to perform and observe the several provisions with respect to the working management and maintenance of the demised Railway and every part thereof and to the traffic thereon contained in the Act or Acts of Parliament or Orders relating thereto from Lime to time in force and at all times fully and freely to indemnify and save harmless the Lessor Company and the Receiver from and against all obligations and liabilities in that behalf and all penalties forfeitures losses damages costs charges and expenses claims and demands whatsoever occasioned or incurred by or by reason of any act or default of the Lessee its Directors Agents Officers or Servants in relation thereto.
 - (vii) Not to assign charge or part with the possession of any of their rights or delegate any of their powers under these presents without the consent of the Lessor Company under its Common Seal.
 - (viii) Throughout the term hereby created to maintain all existing insurance policies and to keep buildings and other insurable property comprised herein insured against fire and other risks of damage in some office or offices to be approved by the Lessor Company to the full value thereof in the Joint names of the Lessor Company and the Lessee and whenever required to produce to the Lessor Company every policy of insurance and the receipt for the last premium thereon and in case of destruction or damage by fire or otherwise of any property so insured to lay out the money received in respect of such Insurance in rebuilding or re-instating the same and in case such money shall be insufficient for the purpose to make good such deficiency.
- PROVIDED ALWAYS that if the Lessee shall at any time fail to keep insured the said premises as aforesaid the Lessor Company may do all things necessary to effect or maintain such insurance and any moneys expended by them for that purpose shall be repayable by the Lessee on demand and may be recovered by action forthwith.
- (ix) At the expiration or sooner determination of the term hereby created peaceably and quietly to deliver up to the Lessor Company the possession of the demised premises in good and efficient repair and working condition.

3. THE LESSOR COMPANY hereby covenants with the Lessee as follows:-
That the Lessee paying the rents hereby reserved and observing and performing the covenants and stipulations on its part herein contained shall peaceably hold and enjoy the demised property during the said term without interruption by the Lessor Company or any person or Company rightfully claiming under or in trust for the Lessor Company.

4. PROVIDED ALWAYS and it is hereby agreed as follows:-

(a) The Lessee shall be entitled to determine the present demise on the 31st. day of October 1934 on giving fourteen days previous notice in writing to the Lessor Company and the Receiver.

(b) If either party shall desire to determine the present demise at the expiration of 21 years of the said term and shall give six months previous notice in writing of such desire the present demise and everything therein contained shall cease without prejudice to the remedies of either party against the other in respect of any antecedent claim or breach of covenant But if such notice is given by the Lessor Company the Lessee shall be entitled to compensation to be paid by the Lessor Company for any goodwill created by the Lessee during the said period of 21 years the amount thereof if the parties shall disagree to be settled by arbitration under the Arbitration Act 1889 or any Statutory modification thereof.

(c) PROVIDED ALSO that if the demise continues for the remaining period of 21 years the rent payable to the Lessor Company shall be reviewed by the parties and in case of disagreement shall be decided by a single arbitrator appointed by the Chairman for the time being of the London Passenger Transport Board whose decision shall be accepted by all parties.

(d) If at the expiration of the said term of 42 years the Lessee shall desire to extend the present demise and the Lessor Company shall be unwilling to agree to such an extension or the parties cannot agree upon the rent or other terms of such extension the Lessee shall be entitled to receive compensation for goodwill created by the Lessee during the said period of 42 years to be settled in case of disagreement between the parties by arbitration as aforesaid.

(e) PROVIDED ALSO that all disputes between the Lessor Company and the Lessee as to the determination of the rent reserved under these presents shall be settled by a single Arbitrator to be appointed by the Chairman of the London Passenger Transport Board whose decision shall be final.

(f) If and whenever the Lessee shall make default in payment of the rents hereby reserved or any part thereof whether the same shall be legally demanded or not or shall commit any breach of any of the covenants or provisions herein contained or on its part to be respectively performed and observed then and in every such case notwithstanding any waiver or any prior right of re-entry under these provisions the Lessor Company may enter into and upon the demised premises or any part thereof in the name of the whole and may thenceforth hold and enjoy the same as of their first and former estate and on any such re-entry being made the demise hereby granted shall absolutely cease.

IN WITNESS whereof the Lessor Company and the Lessee have caused their respective common Seals to be hereto affixed and the Receiver has hereunto set his hand and seal the day and year first above written.

THE FIRST SCHEDULE referred to

Caernarvonshire County Council	£15,000.	0.	0.
Portmadoc Urban District Council	£ 5,000.	0.	0.
Gwyrfai Rural District Council	£ 3,000.	0.	0.
Glaslyn Rural District Council	£ 3,000.	0.	0.
Deudraeth Rural District Council	£ 3,000.	0.	0.
Minister of Transport	£35,773.	0.	0.
William Hepburn McAlpine	£10,000.	0.	0.
Branch Nominees Ltd.	£ 9,950.	0.	0.

(All the above bear interest at the rate of Five Pounds per centum per annum)

THE SECOND SCHEDULE referred to

Permanent way, starts from Dinas Junction, runs to Portmadoc New Station.

Main line 21 miles 57 chains with loop line at:-

Dinas Junction, Tryfan Junction, Waenfawr, Bettws Garmon, South Snowdon, Beddgelert, Croesor Junction, and Gelert siding.

Sidings as follows:-

Dinas Junction

2 Loading Wharf Sidings

2 Coal yard Sidings

1 Warehouse Siding

3 Coal Shed Sidings

2 Engine Shed Sidings

1 Small Stabling Siding

Tryfan Junction

No Sidings, loop line only

Waenfawr Station

1 Coal Yard Siding

Treflan Quarry Halt

1 Stabling Siding

Dudley Park Quarry

1 Let off Siding

Bettws Garmon Station

Let off Siding to Hafodywern Quarry

Quellyn Lake Station

1 Stabling Siding

Glanrafon Quarry

1 Stabling Siding

South Snowdon Station

1 Coal yard Stabling Siding

1 Warehouse line Siding.

Hafodruffydd Halt

1 Small Stabling Siding

Beddgelert Station

1 Warehouse line

1 Coal Yard Siding

1 Outside pit, line over

Nantmor Halt

1 Small Stabling Siding

Hafodyllyn Halt

1 Stabling Siding

Hafodgarregog Halt

1 Small Stabling Siding.

Croesor Junction Halt

1 Stabling Siding, with a short part of Croesor line

Ynysfor Halt

1 Small Stabling Siding

Pont Croesor Halt

1 Small Stabling Siding

Portmadoc Gelert Siding

BUILDINGS

Dinas Junction

1 General Waiting Room)

1 Lady's Waiting Room) One block

1 Booking and General Office)

2 Lady's lavatories

2 Gent's Lavatories and urinals

1 Small Office (rented by Vanwil Oil Co.)

1 Warehouse, with Deck, and Deck Crane (25 Cwts.)

2 Carriages Sheds (zinc)

3 (*sic*) Engine Shed for 3 locomotives (timber structure, slate roof)
1 Store Shed
1 Oil hut
1 Sand hut
1 Tool hut
1 Engine Water Column and Tank
1 Blacksmith's Iron Store hut
1 Dwelling house (Station Master's) with 3 rooms up, and down, Coal house and Larder. 1 closet (dry) outside. 2 old outside huts.
1 Blacksmith's Shop

Tryfan Junction

1 building, consisting of Waiting Room, Booking Office, 2 lavatories and lamp room

Waenfawr Station

1 building, consisting of Waiting Room, Booking Office, 2 lavatories and lamp room

Bettws Garmon Station

1 building same as Waenfawr, but all partitions and floors taken away, with intention of converting into dwelling house

Salem Halt

1 Wooden hut as Waiting Room.

Quellyn Lake Station

1 building converted into dwelling house

1 water column and tank

1 Ram forging pump for supplying water for the locos.

South Snowdon Station

1 building consisting of Waiting Room, Booking Office, Lady's Waiting Room and lavatories

1 Dwelling house, consisting of one living room and two bed chambers

1 Wooden constructed Warehouse with Deck inside

1 Gent's Urinal.

Hafodruffydd Halt

1 zinc and timber constructed building to be Waiting Room and Booking Office.

Beddgelert Station

1 building, consisting of 1 Waiting Room General, 1 Waiting Room Lady's, 1 Booking Office, 1 Lavatory Gent's, 1 Lavatory Lady's.

1 warehouse

1 store hut

1 engine water supply column, and tank

Nantmor Station

1 building (Waiting Room and Booking Office)

1 Water Supply, Tank only

Hafodgarregog Halt

1 Small hut (old railway carriage)

Croesor Junction Halt

1 small hut (old railway carriage)

Ynysfor Halt

2 small huts of zinc and timber

Pont Croesor Halt

1 small hut, of timber and zinc

1 Loco Water supply tank, set up on sleepers constructure (*sic*)

Tryfan Junction to Bryngwyn Drumhead Branch line

Permanent Way from Tryfan Junction to Drumhead:-

To Bryngwyn Station: 2 miles 20 chains.

From Bryngwyn to Drumhead: 2 lines about $\frac{3}{4}$ mile each, over Incline for quarries traffic

Sidings

Bryngwyn Station Yard

1 Loop Line

1 Stabling Siding, for Quarry material

1 Line to Warehouse

1 Coal Yard Stabling Siding

Drumhead :

Small Yard, with lines and 3 crossings

Rhostryfan Station

1 Stabling Siding for coal Wagons

Bryngwyn Branch: BUILDINGS

Drumhead

1 Incline drum, with columns and timber roof.

2 wire ropes (steel) $\frac{3}{4}$ mile each, with several yards on the drum.

Bryngwyn Station

1 building consisting of a Waiting Room, Booking office, 2 lavatories

1 Warehouse.

all in a very dilapidated state of repair.

Rhostryfan Station

1 building, consisting of a waiting Room, Booking office, and 2 lavatories; all in a very bad state of repair.

ROLLING STOCK

3 Locomotives named "Russell" "Baldwin" and "Moeltryfan"

Passenger Carriages

3 Summer open cars - seating capacity 56 each

1 Corridor Coach, seating capacity 38

1 Corridor Coach, seating capacity 20

1 Inspection Saloon Coach, capacity 32

2 Composite Carriages, with 1 van compartment, 1 first class compartment, 2 third class compartments, each; seating capacity:- 8 first class passengers, 16 third class passengers, each coach.

Slate 2 ton wagons

22 in fairly good running order.

20 awaiting repairs.

with probably about 20 requiring rebuilding.

Coal Trucks

8 in fairly good running order; but bodies are in rather bad state of repair, bottoms particularly bad

2 awaiting repairs

All these carry about 3 tons 10 cwts, each.

Goods Wagons and Vans

2 Covered vans to carry, say 2 tons each

3 Open wagons, to carry 1 ton each

Timber Wagon

1 25 feet long; old carriage converted into a timber wagon to carry say 2 to 3 tons

Guard's Goods Vans

2 awaiting repairs

2 petrol platelayer's trolleys, 1 at Dinas and 1 at South Snowdon Station.

2 Propelling trolleys, 1 at Dinas and 1 at South Snowdon.

TOOLS

Engine Sheds Stores

30 spanners of different sizes

6 box spanners

3 hammers

2 spare engine injectors

1 water pump with piping connections

3 pinch bars

4 lifting jacks

Small number of old various parts for locomotives (old)

Smith Shop

1 forge hearth

1 bellows

2 anvils

1 drilling machine

1 bench with 2 vices attached

1 hammer

1 sledge hammer
20 various sizes and shapes of tongs
20 different sizes of wedges
25 other various smith shop outfit
2 stocks for bolt thread making
Part of Coach shed used as Carpenter's workshop
1 bench with vice fitted
2 cupboards
10 pieces of new oak for slate wagon frame building
Quantity of odds and ends, second hand material

Permanent way

1 barrow
2 trolleys (platom)
4 Jim cranes (*sic - actually meant Jim crows*)
8 crow bars
6 shovels
2 lifting jacks
4 gauges
4 spanners
6 key hammers
4 ratchets and bits
2 cross cut saws
2 hand saws
6 chisels
6 pipes tongs
3 sickles
1 scythe
2 pumps and pipe connections

Telephone lines

From Dinas to Croesor Junction, with telephone boxes at following places:-
Dinas, Waenfawr, Snowdon (*sic*), Beddgelert and Croesor Junction.

FURNITURE

Dinas Junction

2 office desks
2 office counters with drawers and cupboards
1 office chair
1 label case
1 cupboard in three parts
1 small cupboard
1 labels rack
1 book case and shelves
1 letter press
1 heating stove in office
1 heating stove in Lady's Waiting Room
1 weighing machine (Pooleys) to weigh up to 7 cwts.
1 clock

Waenfawr Station

1 ticket case

South Snowdon

2 tickets case
1 office desk
1 clock (out of order)

Beddgelert Station

1 table
1 counter with drawer
1 tickets case
1 clock (out of order)

THE COMMON SEAL OF THE FESTINIOG)
RAILWAY COMPANY was hereunto)
affixed in the presence of :)
 EVAN R DAVIES) Directors
 H L WESTALL))
 C E DAVIES) Secretary

Transcribed by Richard Maund, 22 February 2010