

WELSH HIGHLAND RAILWAY ITEMS AT THE NATIONAL LIBRARY OF WALES, ABERYSTWYTH

Page last updated 11 April 2011

This listing is offered as an indication to researchers into Welsh Highland history of what they may find at The National Library of Wales in Aberystwyth, over and above publications that can be found through their on-line catalogue at <http://www.llgc.org.uk/index.php?id=117>

In the Archives & Manuscripts sub-set of the Catalogue will be found papers of T. D. Jones, London (Solicitors), in their role as London solicitors to the Carnarvonshire County Council. Under reference /2 and title: Welsh Highland Railway: Receivership 1864-1956 (accumulated 1923-1956), are six boxes for which the NLW summary reads:

The file comprises legal papers, correspondence and associated documents primarily concerning the receivership of the Welsh Highland Railway (Light Railway) Company as well as its eventual compulsory liquidation. The major claim for remuneration coming from Caernarvonshire County Council who, together with other local authorities, brought the initial action which lead to the receivership. The papers deal with various issues relating to claims made against the company during this period such as those of the Great Western Railway, for work carried out at the Croesor level crossing, and the Railway Clearing House. There are also papers concerning an earlier compensation claim for damages brought by Tourists Hotels Limited against the company for its failure to honour certain conditions of an agreement connected with the railway station at Beddgelert. Other issues arising from the receivership and liquidation include the leasing of the railway to the Festiniog Railway Company and the subsequent surrender of that lease; claims by the administrators of the estate of the first receiver, Lt-Col. Holman Fred Stephens, who died whilst in that position; the tenancy of land and premises at Quellyn (Cwellyn) Lake Station; the sale of land by the liquidator including that at Dinas Station (formerly Llanwnda Junction) to Caernarvonshire County Council, 1953, and a portion of the Goods Yard thereon to the Gwynedd River Board (North West Wales River Board), 1955, and land at Rhyd-ddu Station for use as a proposed parking ground to Caernarvonshire County Council, 1955. The papers include a bound series of plans and sections and Book of Reference, 1864, for the Croesor & Portmadoc Railway (Extension Railway & Wharves) as well as a Book of Documents in connection with the Light Railway Commission, November 1914, regarding the Portmadoc, Beddgelert & South Snowdon Railway (Light Railway) and the North Wales Narrow Gauge (sic) Railways (Light Railways).

The compiler has examined a number of the items and has provided notes of what those items contain – this does *not* purport to be a full listing of every document, but it may be helpful in guiding other researchers to items which may be of interest to them. A *fairly cursory* examination of the boxes (with more time spent on the lower than the higher numbered boxes) produced the following notes of contents. The items shown “*including*” are items that might perhaps not be suggested by the general heading. Many (if not most) attachments referred to in letters are, frustratingly, *not* included.

The non-emboldened text is the compiler’s *non-exhaustive* notes of contents; where there is no such text, the item/file has not been examined - users of this list who do examine such files are invited to submit their notes of contents to enable this listing to become more comprehensive: go to <http://www.railchronology.free-online.co.uk/#contact> to submit.

Note that unless included in quotation marks “ ” these notes should be taken merely as a precis of a document, rather than as a copy of actual text.

D G Jones – David Griffith Jones (DGJ below) – on 23 February 1922 was selected as Clerk to the Carnarvonshire County Council, in which role he acted as secretary to the Representatives of the Investing Authorities; he was never *directly* responsible for the running of the railway. **T D Jones & Co** (TDJ below) was the London firm of solicitors which acted on behalf of the county council. **R T Griffith** – Richard Thomas Griffith (RTG below) – was Clerk to Gwyrfai district council, county councillor, Chairman of county council for twelve months from 2 March 1933, and Receiver and Manager of WHR from 12 April 1932 until succeeded by George Gregory Williams (county treasurer) on 8 February 1939. **Representatives of the Investing Authorities** was an ad-hoc group of representatives of the County and rural districts councils which had loaned money to the WHR venture. **Carnarvon Borough** was renamed Caernarvon from February 1926 (Council minute 5 of meeting 2 February 1926 – the first minutes carrying the new spelling). **Carnarvonshire County Council** was formally renamed Caernarvonshire from 1 July 1926 (the style Caernarfonshire was not in vogue during the period under notice). **XC2/33/-** denotes cross-reference (not exhaustive) to documents held at Gwynedd Archives, Caernarfon.

Box 1:

Bundle 1 The Goat Hotel (Tourists Hotels Ltd) claim of 1925 including plans *including* plan for construction of 48 houses in area between river Colwyn, Council School, Chapel, Station and Main Road (in support of plaintiffs' case) - with Stephens' response

Bundle 2 of papers for the 4.3.1927 receivership hearing and subsequent hearings *including* Welsh Highland Railway (Light Railway)'s rebuttal dated 27.10.1930 of GWR submission on Croesor crossing (the GWR submission is not included *but is at* XC2/33/18) *including* Stephens' death certificate

including Receiver & Manager's annual accounts to ca. 1940

- 2.7.1927: List of Claims (under Order of 4.3.1927 appointing Lt.-Col. Holman Fred Stephens as Receiver & Manager) includes GWR "Exchanged traffic (and other accounts in dispute) £888.16.6
- 27.10.1930 "Points of defence of the Welsh Highland Railway (Light Railway) Co and the Receiver & Manager to the 'Notes of Evidence' for Master in Chancery prepared by GWR [undated but submitted by GWR 21 March 1930; XC2/33/18 - *no copy discovered in NLW files*] (prepared by TDJ as agents for DGJ and as Solicitor for the Receiver & Manager):
 - "1. None of the Acts and Orders mentioned in the 'Notes of Evidence' imposes on the Welsh Highland Railway (Light Railway) Company (hereinafter called "the Company") any liability in respect of works executed by the GWR as incidental to the crossing in question.
 - "2. Paras. 1 & 2 of said 'Notes of Evidence' are not correct in the following respects, viz:
 - (i) the particular part of the Aberyswith (*sic – this is the correct spelling*) & Welsh Coast Railway (hereinafter "the Coast railway") was not authorised by or constructed under their Act of 1861 referred to. The deposited plans for the Act of 1861 show that the Coast Railway (therein referred to as Railway No. 4) ended at a rock called Ynys Cerrig Duon close to Portmadoc and 13 chains or thereabouts from the nearest point on the site of the Company's railway; (ii) the deposited plan and book of reference (dated November 1864) referred to in the Croesor & Portmadoc Railway Act 1865 show that at the date thereof the Coast railway had not taken possession of the site in question. The line of the Coast railway is shown on the plans as an authorised line only and in a different position (on the south instead of the north side of the said rock Ynys Cerrig Duon) from that in which it was afterwards actually constructed. The Coast railway is not referred to as actual or reputed owner or lessee or occupier of any lands in the said book of reference; (iii) the Company states that the recital referred to in para. 4 of Mr. Wheeler's affidavit of 29th March 1928 is incorrect or insufficient as the Company's railway was then and had for many years been owned by the Company or their predecessors. The Company not being made a party to the Deed in which the said recital is contained had no opportunity to rectify the mistake contained in the said recital and accordingly are not bound by any statements therein contained. The facts as stated in para. 7 of the said affidavit of Mr Wheeler that the predecessors of the Company did not acquire land from the Cambrian Railway Company for the purpose of their crossing of the line of the Cambrian Railway shows that they already possessed land at the point of crossing sufficient for the purposes thereof; (iv) The particular part of the Coast railway crossing the Company's railway was not sanctioned for passenger traffic until 19 September 1867; (v) On the other hand the said book of reference shows that certain already constructed railway works (in Nos. 1, 5a and 17a on the said plan) belonging in 1864 to Hugh Beaver Roberts and which were at that date open for traffic were acquired so as to become part of the extension thereby authorised to the existing Croesor railway therein mentioned. These constructed railway works are shown as passing over the site where the GWR is now constructed and for a distance of at least 2 ½ furlongs beyond such point of crossing; (vi) Inquiries mentioned in the Receiver & Manager's affidavit confirm that before the construction of this particular section of the Coast railway the Croesor & Portmadoc Railway as extended under the Act was working over the site in question.
 - "3. Paragraph 3 of the said 'Notes of Evidence' as to the Croesor & Portmadoc Railway Act 1865 is inaccurate, as follows, viz.:
 - (i) This Act empowered the company to maintain and reconstruct an existing line of the Railway and to make an extension thereof. By Section 21 thereof use for passenger traffic was authorised; (ii) By virtue of the exception in Section 33 thereof, the Company were for the purpose of the crossing impliedly authorised to enter upon or use the land or property of the Coast railway without the consent of the Coast railway as therein mentioned; (iii) By Section 36 thereof certain additional works were authorised to be made by the Coast railway but at their own expense. It is submitted that the principle of that Section should be applied to the present claim of the GWR Company.

“4. The suggestion in para. 4 of the ‘Notes of Evidence’ is not correct. No taking of the land of the Coast railway and no grant in writing or otherwise by the Coast railway was in the circumstances required for the purposes of the crossing as the land was already at that date occupied by Hugh Beaver Roberts the owner of the Croesor Tramway which was acquired by the Croesor Railway for the purposes authorised by their Act of 1865.

“5. Paragraph 5 of the ‘Notes of Evidence’ is not correct in the following particulars, viz.:

(i) The Receiver & Manager has not alleged that the said works were provided for the protection of the Company’s railway; (ii) in regard to the part of the line in question, powers to run passenger trains are conferred as before mentioned by Section 21 of the Croesor & Portmadoc Railway Act 1865; (iii) No request for the works in question and no promise to pay for them was ever made by the Company as alleged; (iv) The letter of 30 May 1923 referred to in the ‘Notes of Evidence’ was part of a long correspondence between the Company and the GWR extending both before and after that date. The GWR both before and after that date required the matter to be subject to a formal agreement between the companies, the form of which was not and has not yet been agreed between the parties. The said correspondence shows clearly that no agreement was ever arrived at or liability admitted by the Company at any time in respect of the claim of the GWR; (v) The practice between the predecessors of the Company and the GWR (mentioned in the said affidavit of the Receiver & Manager) is inconsistent with the claim of the GWR. Trains conveying passengers were then running over the standard gauge section of the crossing;

“6. The said works are the property of the GWR and are not used by the Company for any purpose. The said works were erected many years ago solely for the benefit of the GWR company or their predecessors the Cambrian Railway Company to protect that railway from the mineral trains of the Company’s predecessors.

“7. If (as is denied) the Company is under any liability in respect of the said claim the amount of such liability is not an expense of the maintenance and working of the Company’s railway nor a proper outgoing in respect of the undertaking which should have priority over other liabilities of the Company.

“Dated this 27th day of October 1930.”

Bundle 3 including Provisional Agreement 1.2.1922 for sale of NWNGR and PB&SS to WHR(LR) and other “financial” agreements

Bundle 4 continuing above

including lease surrender document of 24.8.1943 sealed by Receiver

Bundle 5 continuing Receiver & Manager’s annual accounts to 1945

including Counsel’s opinion 5.6.1940 that WHR cannot be wound up while lease subsists and without Act of Parliament

including eventual surrender of lease

Box 2:

Bundle TDJ costs

Bundle four bank books used by Stephens and Iggulden (1927-32)

Bundle three sets of cleared cheques

Bundle Croesor Railway Plans and Sections November 1864 and Croesor & Portmadoc Rly & Extension Rly & Wharves Book of Reference Session 1865:

- Copy of C E Spooner’s Plans & Sections of Croesor & Portmadoc Railway (November 1864) sheet 3 clearly shows Terminus of existing railway and commencement of their extension as being just the town side of a weighing machine (*about where Beddgelert Siding was located*), at their 4 milepost. There is a dotted line, passing south of Ynys Cerrig Duon, marked “Authorized line of railway called the Carnarvonshire Railway with the Aberyswith (*sic*) & Welsh Coast Railway” and a place for it on the Section – but no explanation shown in the unfilled brackets on the plan.
- Book of Reference shows the extension track bed as already “railway” (owner and lessee as below but occupier: Hugh Beaver Roberts) as far as 4m 3f (High Street crossing would have been just short of 4m 4f) and Hugh Beaver Roberts as occupier of “shed” (23a on plan) that would have to be demolished at the corner of Madoc Street. The riverside embankment, however, was **not** part of the proceedings – same owners (David Williams and Francis William Alexander Roche) and lessee (David Williams) as the other relevant land (including the part already marked “railway”) but not occupied by Hugh Beaver Roberts

Bound volume headed "Light Railway Commission November 1914 PB&SSR(LR), NWNGRlys(LRlys). Transfer & revival of Powers. Documents in connection with Application", containing sections: Draft Order; Notices of Enquiry; Advertisements; Notice to Landowners & others; Form of assent/dissent; Book of reference; Estimate of Expense; Application to Commissioners; Deposits of Documents; Gauge (*sic*), Local Authorities Responses; Railway Companies responses; Advances by Local Authorities; Advances by Treasury; Deposit with Board of Trade; Funds in court; Statement of Acts; Statement of Opposition & Support

Exhibit HFS3 - typescript copies of exchanges with GWR about Croesor crossing dispute, prepared by/for Stephens for a Chancery hearing

Affidavit of H F Stephens sworn 11.12.1929 for a Chancery hearing, responding to Cox's affidavit of 11.10.1927 [*copy of which is at XC2/33/18 and /64*] re outstanding costs and charges.

Contains copies of the following letters:

- 4.6.1923 GWR General Manager (signed by J Milne for F J C Pole) to S Tyrwhitt, WHR: "With reference to your letter of 30 ult. [*copy not in these papers but is at XC2/33/64*] it will be necessary for the two porter signalmen to be stationed at Portmadoc level crossing instead of the woman crossing keeper ... and it is understood the expenses of these men will be borne by Welsh Highland Railway." The letter went on to promise a draft formal agreement.
- 13.6.1923 GWR General Manager (signed by J Milne for F J C Pole) to S Tyrwhitt, WHR: advised that GWR has instructed installation of phone Portmadoc – Penrhyndeudraeth ... "rendered necessary by the institution of a passenger service over the WHR" ... and estimated cost as £210 to be borne by WHR.
- 16.6.1923 S Tyrwhitt, WHR to Pole, GWR: Acknowledged letter of 13.6.1923 which had been "referred to my Board".
- 26.7.1923 GWR General Manager (signed by J Milne for F J C Pole) to S Tyrwhitt, WHR: ... "to properly safeguard the working of traffic over this crossing, it is necessary to carry out certain alterations to the signals at estimated cost of £150. [*it is not clear whether this is the work previously estimated at £210, but it seems likely to be so*] This expenditure is solely brought about by the running of a passenger train service by the WHR." He again promises a "draft agreement to cover the working of traffic over the crossing."
- 20.9.1923 Capt John May, WHR to Pole, GWR: [*copy not in these papers; May already in place but Tyrwhitt had not yet left, having signed letters between then and end of month*]
- 23.10.1923 Pole, GWR to May, WHR: sent draft agreement [GWR draft Agreement: GWR and WHR as to crossing over the GWR near Portmadoc [*copy not in these papers but is at XC2/33/65*] and also seeking information regarding "alleged" footpath right of way over the crossing
- 25.10.1923 May, WHR to Pole, GWR: Acknowledged letter of 23.10.1923 which had been "referred to Legal Department".

various subsequent "chasers" intervened

- 12.7.1924 E H R Nicholls, WHR to General Manager, GWR: "I am in communication with your Superintendent of the Line [*copy not in these papers*] ... I trust that we shall come to some arrangement agreeable to both parties shortly now."
- 13.8.1924 E H R Nicholls, WHR to General Manager, GWR: observes that the Croesor Tramway predated the Barmouth – Pwllheli line and that the GWR predecessor "necessitated" the crossing. States that Kellow (former manager of Portmadoc, Beddgelert & South Snowdon Railway) "has informed us that he has no knowledge of any payment ever having been made to Cambrian for either the maintenance or operation of the old signalling arrangements" [*note that it is only signalling, not track, that is being discussed*] and that the PB&SS accountant has no recollection of any payments to the Cambrian. Nicholls adds that the GWR employed and paid a woman crossing keeper prior to June 1923 [*opening of WHR passenger service*] and argues that the GWR has about 38 "trips" across the crossing, while the WHR only have 18 a day, that GWR staff are on duty at 6 a.m. whereas the first WHR trains is not until 9.38 a.m., with last WHR in winter "about 8 p.m." but GWR staff on duty until 10 p.m. He rejects the GWR terms but suggests "cost of the signalling arrangements might be divided between our respective companies proportionately to the number of trips... taking the winter timetable as a basis" [*wonder why winter...!*]
- 16.8.1924 GWR General Manager (signed by J Milne for F J C Pole) to Nicholls, WHR: "... the employment of the two signalmen is entirely due to the institution of a passenger service over the line, and that their expense, less the cost of the woman keeper previously employed, together with the maintenance and renewal of additional signals required are properly chargeable against the Welsh Highland company. This was admitted by your predecessor in a

letter to me dated 30 May 1923". Promises to ascertain whether the expenses can be further reduced.

- 21.8.1924 Nicholls, WHR to General Manager, GWR: astutely argues that any signalling should already have been adequate to protect the standard gauge passenger trains, so WHR passenger trains should have made no difference [*ignoring Mount's involvement...*]. He then goes on to argue about the accounts not off-setting woman crossing keeper's wages and being debited stores costs which cannot have been "new".
 - 17.10.1924 Pole, GWR to Nicholls, WHR: says new signalling arrangements were required by Ministry of Transport and brought about by start of WHR passenger service – hence at WHR's cost. Not prepared to accept apportionment of charges but agrees to reduced hours (9 a.m. to 9 p.m.) to be signalman plus porter signalman, reducing annual expenses from £159 to £124. Re-submits draft agreement [*copy of which is not in NLW papers but is at XC2/33/65*].
 - 21.10.1924 Nicholls, WHR to General Manager, GWR: intends to discuss verbally
 - 10.11.1924 Meeting held, notes not in NLW papers but are at XC2/33/64
 - 11.11.1924 GWR General Manager (signed by J Milne for F J C Pole) to Nicholls, WHR: from meeting, reiterates "that the cost of the works necessary for the proper protection of this level crossing is a legitimate charge against the WHR and that liability for such expenditure was accepted by your predecessor" but promises to see "...[if] it is possible to meet your Company in any way".
 - 16.1.1925 GWR General Manager (signed by J Milne for F J C Pole) to Nicholls, WHR: prepared to meet half the cost of installing the additional telephones and signalling if WHR pay the costs of maintaining and renewing appliances, and signalmen's expenses as per letter of 17.10.1924
 - 18.4.1925 Pole, GWR to Stephens, WHR [*Nicholls had gone*]: draws attention to £400 outstanding against WHR
 - 22.4.1925 Stephens, WHR to Pole, GWR: seeks meeting to resolve. "This agreement was dealt with before I took the Company over about 10 weeks ago [*upon Nicholls' departure*] but was not settled."
 - 18.5.1925 GWR General Manager (signed by J Milne for F J C Pole) to Stephens, WHR: refers to "recent conversation" where Stephens had clearly argued the old 'we were there first' line: Milne asks for proof. Reiterates work undertaken to requirements of Ministry of Transport inspector "on the express understanding that the WHR Company would pay the cost thereof and the expense of working".
 - 26.5.1925 Stephens, WHR to Pole, GWR: "Mr Nicholls, an ex-GW Railway official, when in charge of the WHR, satisfied himself that the narrow gauge railway at Portmadoc was constructed prior to your predecessors."
- Stephens tried but failed to find the conveyance of the land but the file expires with:*
- 28.4.1927 Stephens, WHR to Pole, GWR: Evan Davies has declined to continue to advise Stephens now the latter is Receiver & Manager so Stephens fobs Pole off to the Carnarvonshire County Solicitor.... [*but see Box 3...*]

Corrected draft of the 1934 lease and copy of the lease

FR letter of 15.2.1938 about release form lease

Draft lease surrender agreement of 1940

Ministry of Supply requisition papers of 1941

Report of representatives of Investing Authorities 31.12.1936 and follow up correspondence

Letter from W Cradoc Davies 3.2.1937 setting out FR's expectations of continuation of slate traffic when taking out the lease [*also at XC2/33/21*]

Receiver's (G G Williams) bank books etc 1944/45

Folder of plans including Nant Cwmlloch relocation (undated) and tracings of Portmadoc from 1864 deposited plan [*see original above*] of Croesor & Portmadoc Railway Act (in connection with Croesor crossing dispute).

Box 3:

Bundles of correspondence from 1923 onwards

including Walsh & Haworths claim about Cwm Cloch [cross references with various XC2/33-papers]

including with GWR about Croesor crossing, where the extra costs were being ascribed to the introduction of WHR *passenger* trains [which explains Stephens subsequent strategy] and would not apply if activity limited to goods as in Cambrian Railways' days

- 19.5.1927 GWR Solicitor to Evan R Davies: in effect 'where to now?'- which Davies passed straight on to TDJ [*because Stephens now Receiver & Manager, WHR company solicitor can no longer act for him*]
- 21.5.1927 TDJ to GWR Solicitor: explained that Stephens appointed Receiver & Manager 4.3.1927, and an advert. would be appearing to establish outstanding debts, and date to be fixed to adjudicate them

Some pressing exchanges between the solicitors meantime, with GWR appearing to threaten to withdraw operation of the crossing

- 10.9.1927 Stephens to DGJ: "We should not be able to work the line without crossing the GWR as far as goods are concerned, because the slate traffic from the Croesor Quarries has to go down to the wharves at Portmadoc. We could, of course, make the passengers alight on one side of the crossing and walk across to the other. I cannot see that the GWR have any power to close the crossing as we have statutory power to cross ... The charges suggested by the GWR are much in advance of anything we could afford to pay. ... It seems to me if we decide to run only goods traffic over the crossing the cost of protecting the crossing would be entirely at the expense of the GWR Co. ... There is a public footpath at the point so there is no question of our passengers having the right to walk from one side of the crossing to the other, over the GW line. ... I have fixed up a temporary water supply at Pont Croesor so there would be no difficulty re- water."
- 30.9.1927 GWR Solicitor to TDJ: "My clients' position is that they will not continue to incur the expense of working this crossing without receiving an undertaking that the expense will be repaid to them."
- 7.2.1928 TDJ to DGJ: reported that GWR claim that when their predecessors bought the land over which the tramway crossed the railway they bought both land and tramway, and they subsequently allowed the tramway to run across their land as licensees.
- 20.2.1928 Stephens to TDJ: in passing, Stephens stated that Nicholls was nephew of GWR's Superintendent of the Line
- 9.5.1928 DGJ to TDJ: Stephens's payments for his WHR work: as Receiver Nil, Engineer £50, Loco Supt £50, Manager £66.13.4 = £166.13.4 p.a.
- 24.7.1928 TDJ to DGJ: state that final para. of Tyrwhitt's letter of 30.5.1923 [*copy at XC2/33/64*] undertook to pay wages of signalmen less costs of previous woman crossing keeper, but that the GWR don't agree; TDJ also ask what are the PB&SSR Acts of 17.8.1901 and 15.8.1904 [*what sort of Solicitors are these people??*]
- 17.10.1928 Stephens to TDJ: rehearses his points drawn from the Croesor & Portmadoc Railway Plan and Book of Reference.
- 26.10.1928 GWR Solicitor to TDJ: claims that Tyrwhitt's letter of 30.5.1923 [*copy at XC2/33/64*] "... merely raises by way of enquiry whether my clients will concur in the deduction of the woman crossing keeper's wages. That was never agreed..." [*no wonder the GWR eventually had to concede the letter was not a binding agreement on Tyrwhitt's part*]
- 21.12.1928 Stephens to DGJ: "Since I last wrote you, some traffic has arisen between the WHR and the Docks at Portmadoc. I am holding my hand, therefore, re- closing the GWR crossing altogether until I know what the GWR Co. are going to charge ... for the occasional use of the crossing."
- 18.1.1929 TDJ to GWR Solicitor: suggests meeting at Portmadoc
- 20.2.1929 Memorandum (prepared by Warwick) of meeting Henry Warwick (District Traffic Manager, GWR, Oswestry), Stephens and Robert Evans that date:
"Col. Stephens stated that they were not at present working any passenger trains over this crossing [*there was no passenger service south of Beddgelert that winter*] nor was there any prospect of any passenger trains being run in the immediate future. The present use of the crossing is very slight, averaging 30 mins to one hour per week. It was further stated that in all probability passenger trains would only be worked over the crossing during the time of the GW Company's summer Train Service, namely middle of July to middle of September = 10 or 11 weeks. It was agreed that the WHR at Portmadoc would agree with the GW Company's Station Master at Portmadoc to work their goods trains over the crossing at such times as would permit the Station Master to utilise an existing Signal Porter for the passing of such traffic. These arrangements permit the GW Coy. to withdraw the additional Signal Porter. Col. Stephens agreed to pay the wages of the Signal Porter for the actual time occupied at the crossing during the nine slack months. Also of additional Signal Porter whom it will be necessary to employ during the 10 or 11 summer weeks. In both cases less

16/6 per week the former cost to this Company [*i.e.* GWR] of the Woman crossing keeper. Attention was called to the cost of maintenance of signals and telephone apparatus, and Col. Stephens pointed out that whether the WHR was there or not, the signals and telephone would have to be maintained on account of the Croesor Line and the WHR Company should not therefore be called upon to bear the cost of maintenance. Col. Stephens asked for the arrangements to be retrospective since the appointment of the Receiver & Manager for the WHR, namely 4th March 1927.”

- 21.2.1929 Stephens to DGJ: Stephens had met Warwick (District Traffic Manager, GWR, Oswestry) - “Proposals made seem to be very fair provided we have to pay anything at all.” WHR would “...pay wages of signalman employed, less 16/6 [*cost of woman keeper employed prior to June 1923*] per week, for months of June to September each year. During the other 8 months we are to arrange to cross by mutual agreement with their local people and pay the proportion of signalman’s wages for actual time he is occupied in attending the crossing only, which will come to 1/- or 2/- each attendance.”
- 28.2.1929 Stephens to DGJ: a similar ‘story’ but it seems to have come down to paying signalman for only 3 months year (*not specified which*); states that Warwick waits confirmation from Paddington.
- 3.6.1929 Warwick, DTS Oswestry, GWR to Stephens: still in hand between GWR GM and Solicitor
- 8.7.1929 Stephens to DGJ: nothing further from GWR – “I think it is a very bad plan to hurry them as they might possibly put in some large claim, to cover themselves. ... At the present moment we are hardly using the crossing at all.”
- 15.10.1929 Stephens to DGJ: *inter alia*, “We have ceased using the crossing for passenger purposes and the matter, now, is exactly the same as it was in the days of the Cambrian Railway. It is only used for the, infrequent, crossing of good traffic, which has been going on since 1863 or thereabouts without any payment being made.”
- 16.10.1929 GWR Solicitor to TDJ: intends to submit draft agreement
- 16.1.1930 TDJ to DGJ: reported that GWR Solicitor “did not now rely on letter from Mr Tyrwhitt as an agreement” [*so, at long last, Tyrwhitt is “absolved” over that 30.5.1923 letter that Stephens and every historian since has berated him for!*]
- 12.11.1930 TDJ to DGJ: reported that GWR Solicitor had hopes of persuading “his clients” (*i.e.* GWR) to abandon the claims they had been pursuing for so many years in the Chancery Court

Box 4:

Bundles of various

including GWR Croesor crossing dispute 1929-1930

- 8.11.1930 Stephens to DGJ: “No WHR passenger trains have worked over this crossing since the summer of 1928 and there is no intention of any such trains passing over in the immediate future. The present use of the crossing is very slight, as it is only used for the passage of goods traffic.” He then explained again the arrangements agreed with Warwick, DTS Oswestry, GWR. “The crossing, on an average, is only opened twice a week, for 15 minutes at each time, to allow the WHR goods traffic to pass over. The GWR have tendered accounts for the half years ended 31 Dec 1929 and 30 June 1930 for £23/14/10 and £20/2/2 respectively but they have not been accepted by the WHR.”
- 5.5.1931 GWR Solicitor to TDJ: reiterating their intention to press their claim with the Master (in the Chancery court) and, if decided in their favour, that it would be a liability for which the Receiver “must pay as a cost of continuing the running of his Railway.”
- 20.7.1931 Henry J Jack F.I.A.C. [*what does F I A C stand for?*] to TDJ: he was then at 9 Grosvenor Gardens, SW1, Tel. Vic 3081 (3 lines), Telegrams: Henjavic, Sowest, London [*the letter itself is of no consequence*]
- 22.11.1932 RTG to DGJ: reporting meeting with GWR Solicitor at which the latter acknowledged there was no point in pursuing “the major part” of the GWR’s claim. “On the other hand there is this difficulty, we should like to be allowed to use this crossing especially for the summer traffic as I understand from enquiries made that we lost a large amount of traffic last summer because people went by bus from Portmadoc rather than walk from the Ffestiniog Railway station to meet our trains. I do not think it will be possible for us to use this crossing until we come to terms with the GWR.”

Box 5:

Bundles of correspondence to 1947, particularly dealing with the ending of TDG’s receivership and with disposal of railway

including conclusion of Croesor crossing dispute with GWR in 1938

- 19.7.1937 FR company secretary to Frank Potter, Superintendent of the Line, GWR: “The transference of our stock from the WHR line and vice versa was completed on 25th ult. [June] and since that date we have not had cause to use the above crossing for any purposes whatsoever.” He also made it clear the FR would pay nothing further in respect of the crossing, regarding it as entirely up to RTG. [not clear how this letter comes to be on file – possibly with letter 15.2.1938 so it may not be in this date sequence in the papers at Aberystwyth]
- ?.?.1937 [unknown date during summer 1937, after 19.7.1937 letter but before 15.10.1937 letter] TDG to GWR: “I have to inform you that until the lease granted by us to the FR Co has expired I am not in a position to do anything in the matter” (...of agreeing to meet GWR costs of retention of the crossing – doubtless the GWR had written to him following the FR’s letter of 19.7.1937)
- 15.10.1937 FR company secretary to Frank Potter, Superintendent of the Line, GWR: declining to be responsible for any costs after 30.6.1937. “If the Receiver of the WHR is not prepared to give you a definite statement as to whether he will be responsible for the maintenance [of Croesor crossing] we must leave you to take such steps as you think fit.”
- 20.12.1937 TDJ to DGJ: (getting towards the end of the interminable claims for the pre-receivership and winding up period!) reported that the GWR claim was deferred by the Master but “... on looking through the Receiver’s accounts nothing appears to have been paid the GWR Co in respect of the crossing at any time.” [so the WHR had made such use of the crossing as it had, throughout its life to that date, without paying the GWR a bean! (note that this comment does **not** apply to the FR for operations during their lease period)]
- 1.2.1938 TDJ to DGJ: reported meeting with GWR Solicitor who had informed them that “...the FR Co gave them notice in June last year [actually 18 May 1937 – see below] that they did not propose to further use the crossing and had not done so since. Moreover, the GWR Co had in December [1937] given notice to the Receiver that they proposed to dismantle the crossing at a date mentioned [that date is not quoted] unless they heard from him to the contrary, and as they received no acknowledgement or reply from him they proceeded with the work and pulled up the WHR rails and at the moment there is no crossing of any kind.”
- 4.2.1938 RTG to DGJ: agreed the facts set out in TDJ 1.2.1938 letter “...but I was under the impression, in view of the fact that the whole of the Undertaking had been leased to the FR Co, and that there was a clause in the Lease that on the expiration of the Lease they were to give up the property in the same condition as they took it over, that it was not part of my duty to interfere in this matter.”
- 15.2.1938 FR company secretary to DGJ: when the 1934 lease was completed “...there was not, as far as I am aware, any agreement in existence with the GWR for the use of Croesor crossing and if, therefore, my Company desired to run the Welsh Highland line over the crossing for the purpose of bringing passengers nearer to Portmadoc some arrangement had to be made. The late chairman of my Company [Evan Robert Davies], therefore, immediately after the completion of the above mentioned lease commenced negotiations with the GWR and as a result a draft Agreement covering the terms upon which the crossing was to be used was submitted to him in October 1934. This Agreement, though never, in fact, completed, was the basis upon which my Company and the GWR worked throughout the period when the WHR was operated by us and we paid the GWR under that Agreement certain fixed sums towards the maintenance of the signalling and telephone apparatus and also a fixed charge for each return journey made over the crossing. [there seems, therefore, to have been some advantage to FR to avoid unnecessary crossings – for example, by continuing to turn back some trains north of the crossing] When, however, my Directors decided that they would not run the WHR at all for passenger or goods traffic during the 1937 season I did, on 18 May last [i.e. 1937], serve the GWR with one calendar month’s notice in writing of my Company’s intention to determine the Agreement arrived at in 1934 relative to the crossing.” He further stated that he advised the GWR that the FR were only lessees, not owners, and that it wasn’t their job to consent or otherwise to removal of equipment [which doesn’t exactly square with the FR’s legal obligation under the lease to hand the WHR back as they received it!].
- 18.2.1938 GWR Solicitor to TDJ: regarding appointment before the Master (in Chancery) on Wednesday 16.2.1938 when it was stated that there was no likelihood of any assets to meet other than preferential claims, GWR were prepared to withdraw their claims amounting in aggregate to £1746/9/2 if two points were agreed:

1. that GWR's "title to soil upon which the Croesor crossing was constructed is accepted by your Clients and they acknowledge that the soil is the property of the GWR Co."
 2. "that your Clients admit that the lien exercised by the GWR Co on certain materials at the Croesor crossing is a valid one and they do not now challenge it."
- 27.7.1938 DGJ to TDJ: "The representatives of the Investing Authorities at a meeting held on 27th inst resolved to agree to the terms referred to in a letter dated the 18 February 1938 from the Solicitors of the GWR"

Box 6:

Two bundles about Dinas Junction

Bundle about Rhyd-Ddu (from 1950s)

Bundle about liquidator and river board (from 1950s)

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12 April 2011