# CHAPTER cxxxix.

An Act for empowering the Alexandra (Newport and South Wales) Docks and Railway Company to make a railway from their Alexandra Dock to their Newport Dock and other works and for other purposes. [31st July 1885.]

A.D. 1885.

WHEREAS the Alexandra (Newport and South Wales) Docks and Railway Company (in this Act called "the Company") have recently acquired under the Newport Dock (Transfer) Act 1883 the dock and undertaking of the Newport Dock Company.

46 & 47 Vict. c. clxxix.

And whereas the making of a railway in the parish of Saint Woollos and borough of Newport from the Alexandra Dock of the Company to the Newport Dock so acquired by them and of other works in connexion therewith would be of public and local advantage and the Company are willing to make the same on being empowered to do so and it is expedient that they be so empowered accordingly.

And whereas in pursuance of powers conferred by the Alexandra (Newport) Dock Act 1874 the Company by a lease dated the 16th day of December 1879 made between the Company of the one part and the Newport (Alexandra) Dock Company Limited (in this Act called "the Limited Company") of the other part demised their undertaking and all their powers and authorities to the Limited Company from the 1st day of January 1880 for the term of 28 years on the terms and conditions in that lease expressed and contained.

And whereas the premises acquired by the Company from the Newport Dock Company under the recited Act of 1883 are now in pursuance of the provisions of section six of that Act also vested in the Limited Company by way of lease for the unexpired residue of the term of twenty-eight years created by the above-mentioned lease of the 16th day of December 1879 to the same extent and under and subject to the same terms and conditions as nearly as may be mutatis mutandis as if the same had been included in and demised

A.D. 1885.

by the said lease and it is expedient to make provision for demising to the Limited Company the railways and works to be constructed under the powers of this Act.

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act 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 have been deposited with the clerk of the peace for the county of Monmouth and the same are in this Act referred to as the deposited plans sections and book of reference.

And whereas the objects of this Act cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

**1.** This Act may be cited as the Alexandra (Newport and South Wales) Docks and Railway Act 1885.

Incorporation of general Acts.

**2.** The provisions of the Companies Clauses Consolidation Act 1845 with respect to—

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 non-payment of calls.

The remedies of creditors of the Company against the shareholders.

The borrowing of money by the Company on mortgage or bond.

The conversion of the borrowed money into capital.

The consolidation of shares into stock.

The making of dividends.

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

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 as amended by the Companies Clauses Act 1869 the Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 (herein-after referred to as the Lands Clauses Acts) the Railways

Clauses Consolidation Act 1845 Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

**3.** In this Act the several words and expressions to which meanings are attached by the Acts wholly or in part incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction the expressions "the railway" and "the undertaking" mean respectively the railways by this Act authorised and the undertaking of the Company and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to execute works and acquire lands.

**4.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and street widening herein-after described with all proper stations sidings junctions approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for that purpose.

The railways and street widening herein-before referred to and authorised by the Act are:—

(1) A Railway No. 1 four furlongs four chains and twenty links in length wholly in the parish of Saint Woollos borough of Newport and county of Monmouth commencing by a junction with the Company's railway at a point 41 yards or thereabouts measured in a south-easterly direction along that railway from the bridge carrying the said railway over the public road leading from Mendlegyf Road to Mendlegyf Common and terminating at a point in or near Wedlakes Court at a point 13 yards or thereabouts westward of the west side of Mill Parade Newport.

(2) A Railway No. 2 two furlongs and eight chains in length wholly in the said parish and borough commencing at the termination of Railway No. 1 before described and terminating by a junction with the Company's Newport Dock Railways at a point on the west side of their Newport Dock Basin.

(3) A widening and improving of the south-eastern portion of Inkerman Street in the said parish and borough such widening

A.D. 1885.

being on the eastern side of the street and extending from Watch-house parade to Alice Street.

And the Company may also for the purposes of providing additional sidings water storage and other accommodation connected with their undertaking enter upon take and use certain lands in the said parish of St. Woollos delineated on the said plans and within the limits of deviation shown thereon and described in the deposited book of reference or so much thereof as may be required for those purposes namely :—

Lands situated on the east side of and adjoining the Great Western (South Wales) Railway and between the Company's railway on the north and the River Ebbw on the south.

But the Company shall not under the powers conferred by this Act without the previous consent in writing of the Right Honourable Godfrey Charles Lord Tredegar or his sequels in estate enter upon take or use more of such lands now belonging to the said Lord Tredegar than is shown on the plan signed in duplicate by Togarmah Rees on behalf of Lord Tredegar and William Stopford Smyth on behalf of the Company and thereon respectively coloured pink and green and the Company shall within six months after acquiring the portion marked A of the property numbered 16 on the said plan divert the Mendlegyf Road in the manner shown on that plan.

Power to stop up ways during execution of street widening.

**5.** During the execution of the said street widening the Company may in or upon the lands shown upon the deposited plans stop up all or any part of the carriageways or footways of streets roads passages and places which they may think necessary for the purposes of this Act to be stopped up and for that purpose may put or cause to be put up sufficient palisades bars posts and other erections.

Land for extraordinary purposes.

**6.** The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed two acres.

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.** If the railways and street widening are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways and street widening or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Power of persons under disability to grant easements.

**9.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to cross certain roads on the level.

**10.** Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 and in this Act contained in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the roads next herein-after mentioned (that is to say):

| No. on deposited Plan. | Parish. | Description of Road. |
|---|---|---|
| | Railway No. 2. | |
| 57 | St. Woollos - - - | Mill Parade. |
| 73B | St. Woollos - - - | Road. |

Provided always that Railway No. 2 shall be used for goods and mineral traffic only and no trains conveying passengers shall be run thereon or allowed to pass over the said level crossings.

Lateral and vertical deviations.

**11.** In making the railway the Company may subject to the provisions herein-after contained deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon and vertically from the levels thereof shown on the deposited sections to any extent not exceeding five feet save where a greater deviation is sanctioned by the Board of Trade as being necessary for avoiding interference with any sewer water main gas main or other work and then to such an extent as is necessary for avoiding interference therewith Provided that the Company shall make compensation to the owners and occupiers of all premises injuriously affected by any such deviation.

For protection of Great Western Railway Company.

**12.** For the protection of the Great Western Railway Company (in this section called the Great Western Company) the following provisions shall have effect (that is to say):—

Not to enter on lands of

(1.) The Company shall not enter upon or interfere with the Pill Branch Railway of the Great Western Company or any of the

A.D. 1885.

Great Western Company until plans of proposed works approved.

lands or works of that company or execute any works whatever affecting the same until the Company shall have delivered to the Great Western Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the engineer for the time being of the Great Western Company appointed for that purpose or in the event of his failure for one month after the delivery of the plans and drawings to approve the same until such plans and drawings shall have been approved by an engineer to be appointed on the application of the Company by the Board of Trade and all the intended works shall be executed by the Company at their sole expense in all things according to such approved plans and drawings and to the reasonable satisfaction of the said engineer for the time being of the Great Western Company or in case of difference by an engineer to be appointed as aforesaid by the Board of Trade;

As to construction of Railway No. 2 on lands of Great Western Company.

(2.) In constructing Railway No. 2 by this Act authorised through or over the land and property of the Great Western Company the Company shall not deviate to a greater extent than 20 yards on either side from the centre line shown on the deposited plans where Railway No. 2 crosses the railway of the Great Western Company without the previous consent in writing of that Company under their common seal and should it be necessary in constructing Railway No. 2 or in consequence of the construction thereof for the Great Western Company to alter or remove any of the telegraph posts signals and wires on or connected with their said Pill Branch Railway at or near to the said crossing the Company shall bear and on demand pay the necessary expense of and connected with such alteration and removal or of restoring the same to their former or placing them in a different position;

Company to pay to the Great Western Company expenses of watchmen during construction of works.

(3) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by them during the making of Railway No. 2 across and adjacent to the said Pill Branch Railway of a sufficient number of inspectors signalmen or watchmen to be appointed by them for watching such railway and the conduct of the traffic thereon and for preventing as far as may be obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company;

Damages sustained by Great Western Company to be repaid.

(4) Notwithstanding anything in this Act contained the Company shall from time to time be responsible for indemnify and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or any

of their works or property or to the traffic on their said branch railway during the execution or by reason of the failure of any of the intended works or of any act default or omission of the Company or of any persons in their employ or of their contractors;

Maintenance of works affecting railway of the Great Western Company.

(5) The Great Western Company shall at the expense of the Company at all times maintain the works by which Railway No. 2 shall be carried across the railway of the Great Western Company on the level in substantial repair and good order and condition to the reasonable satisfaction of the engineer of the Company and the amount of the expenditure reasonably incurred in that behalf shall be repaid to them by the Company and in default of repayment may be recovered with costs by the Great Western Company from the Company in any court of competent jurisdiction;

Not to interfere with traffic at crossing.

(6) No trucks or engines shall at any time be allowed to stand on or across the said Pill Branch Railway where Railway No. 2 crosses the same but the traffic of the Company and of the Great Western Company shall be passed along and across the said branch railway at the point of crossing with expedition and despatch and so as not to delay impede or prevent the passing of traffic along and across the said branch railway or Railway No. 2 and if by reason of trucks or engines of either company or under their control standing on the said branch railway or Railway No. 2 there shall be any obstruction or interference with either of such railways so as to impede or prevent the convenient passage of engines and carriages along the same the Company in default shall pay to the other company the sum of ten pounds per hour during which any such obstruction or interference shall continue after written notice thereof by or on behalf of such other company;

Signals &c. for protecting crossing.

(7) The Company shall before opening Railway No. 2 for public traffic construct and thereafter maintain at their sole expense such gates signals and other works at or near the point of crossing the said Pill Branch Railway as shall be determined to be necessary by an engineer to be nominated on the application of either company by the Board of Trade;

No land of Great Western Company to be taken except for certain works.

(8) Except for the purpose of the crossing by Railway No. 2 and the construction of the sidings provided for in the next following section of this Act the Company shall not take or acquire any land of the Great Western Company or any right in or over the same and save as aforesaid nothing in this Act

A.D. 1885.

contained shall extend to authorise or enable the Company to take or enter upon or use either temporarily or permanently any of the lands of the Great Western Company or to alter vary or interfere with the railway of that company or with any of the works thereof further or otherwise than is necessary for the construction and maintenance of Railway No. 2 and the aforesaid sidings without their consent in writing for that purpose first had and obtained and with respect to any lands of the Great Western Company which the Company are by this Act authorised to purchase take enter upon or interfere with for the purposes of such crossing and sidings the Company shall not purchase or take any greater or other estate or interest in any such lands than an easement or right of using the same in perpetuity for the purposes for which but for this enactment the Company might purchase and take the same which easement the Great Western Company shall when required grant to the Company accordingly and the provisions of the Lands Clauses Acts with respect to lands shall extend and apply to such easement or right of using so far as such provisions are not inconsistent with this enactment;

Company to pay for easement.

(9) The Company shall pay to the Great Western Company by way of purchase money or compensation for the easement to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement;

Arbitration.

(10) If any dispute shall arise between the Great Western Company and the Company respecting the matters and provisions aforesaid or any of them (other than as to the compensation payable under sub-section 9) such dispute shall be settled by an arbitrator to be agreed upon between the parties or in case of difference to be appointed on the application of either party by the Board of Trade and the costs of such arbitration shall be in the discretion of the arbitrator;

Saving rights of Great Western Company.

(11) Nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights privileges or powers of the Great Western Company except as is by this Act otherwise provided.

For protection of the Tredegar Wharf Company.

**13.** For the protection of the Tredegar Wharf Company their successors and assigns (herein-after referred to as the owners) and of their lessees the following provisions shall save so far as may be

from time to time otherwise agreed between the Company and the owners have effect (that is to say):—

(i.) Between the points A and B shown on the plan signed in duplicate by the Right Honourable John Luke George Earl of Donoughmore the Chairman of the Committee of the House of Lords to whom the Bill for this Act was referred copies of which plan have been deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and which plan is herein-after called "the standard plan" the Company shall make and thereafter maintain the Railway No. 2 in the lines coloured red on such plan;

(ii.) The Company shall not (except as regards the lands numbered on the deposited plans 73 73B and 74 in the parish of Saint Woollos) purchase or take compulsorily any part of the lands or property of the owners between the aforesaid points A and B but the Company may purchase and acquire from such owners and such owners may and shall sell to the Company an easement or right of constructing and maintaining Railway No. 2 in the lines shown on the standard plan on or over such lands and property and the purchase money and compensation for such easement shall in case of difference be ascertained and determined under the provisions of the Lands Clauses Acts in like manner as for a compulsory purchase of lands under those Acts;

(iii.) The Company shall not purchase or acquire compulsorily more of the said lands Nos. 73 73B and 74 than shall be bonâ fide necessary for the construction of a double line of railway across the same in manner by this Act provided;

(iv.) The Company shall not deviate from the levels of Railway No. 2 as shown on the deposited sections between the points A and B shown on the standard plan without the consent of the owners;

(v.) Before commencing the construction of Railway No. 2 the Company shall construct the lines coloured blue on the standard plan between the Pillgwenlly Wharf and the Monmouthshire Railway and shall maintain the said lines so constructed in working order and without undue interference with the traffic thereon during the construction of Railway No. 2 and shall after the construction of that railway and before opening the same for traffic construct the other lines coloured blue on the standard plan;

(vi.) Except so far as shall be necessary for the construction of the lines coloured blue as aforesaid and for the construction of

A.D. 1885.

Railway No. 2 the Company shall not interfere with any of the railway lines and sidings of the owners either existing or to be constructed or impede the free passage thereover of traffic;

(vii.)—(A) The Company shall before constructing Railway No. 2 across the street known as Mill Parade widen the said street to the extent shown on the standard plan for a length equal to the frontage to be acquired by the Company and shall properly make up pave and complete the portion of the street so widened;

(B) The Company shall except when trains are actually passing keep the level crossing gates on Mill Parade closed against the railway;

(C) The Company shall themselves maintain and work the said gates;

(D) No trucks or engines shall be kept standing across Mill Parade or any rail or road crossing leading to or from the works and property of the owners or their lessees;

(viii.) All works connected with the said level crossing of Mill Parade and the road level crossings at the points marked G and H on the standard plan shall when once commenced be proceeded with and finished with all possible despatch and except so far as may be necessary the Company shall not during the construction of the said level crossings impede or interfere with the free passage of road traffic thereover;

(ix.) The level crossing gates at road No. 73B shall be erected so as not to interfere with the road traffic and except when trains are actually passing shall be closed against the railway;

(x.) The fence forming the northern boundary of the property known as Pillgwenlly Wharf shall be set back by and at the expense of the Company to the line coloured yellow on the standard plan and gates shall be made therein at the point marked I on the said plan for affording access to the Pillgwenlly Wharf for cart traffic and also gates at the points marked J and M on the said plan;

(xi.) All works acts matters and things to be done by the Company under the provisions of this section or otherwise for or in connexion with the construction of Railway No. 2 between the points marked A and B on the standard plan shall be performed under the superintendence and to the reasonable satisfaction of the owners or their engineer;

(xii.) The owners or their lessees may at any time construct the additional railway line or siding coloured green on the

standard plan across Railway No. 2 and (subject to the reasonable superintendence of the Company) may construct additional railway lines or sidings or communications for road traffic across Railway No. 2 but not so as to interfere unreasonably with the working by the Company of Railway No. 2 or with the traffic thereon;

(xiii.) The owners and their lessees shall at all times have full liberty to cross the Railway No. 2 on the level with engines carriages trucks or waggons or any road or rail traffic at the points following (that is to say):—

(A) On the railway parallel with Mill Parade;

(B) Over the lines leading to Pillgwenlly Wharf;

(C) On the railways west of the old dock boundary;

(D) On the railway at Castle Street;

(xiv.) The Company shall pay all costs charges and expenses in connexion with the maintenance up to the distance of five feet from the outer edge of the Company's rails of all junctions and connexions between their railways and any railway lines or sidings of the owners or their lessees and of all crossings by such railway lines and sidings or by any road communications of the railways of the Company including the cost of maintenance of all necessary signals and apparatus and the providing of pointsmen signalmen and other necessary persons;

(xv.) The Company and the owners are hereby empowered from time to time to make and revoke regulations for the working of their respective lines of railway and sidings and other works connected therewith and for the regulation of the traffic thereon respectively and any difference as to the reasonableness or propriety or as to the terms of any regulation proposed by either party shall be referred to arbitration in manner hereinafter provided the object of this sub-section being to avoid any greater interference than is necessary with the free passage of traffic along the lines of the owners or their lessees or along the road communications leading to or from their works or property;

(xvi.) And any such regulation may provide for the payment of a penalty by the party infringing the same and for the recovery thereof by the other party as the arbitrator may direct. Any such penalty shall be recoverable in any court of summary jurisdiction as a debt due to such last-mentioned party from the party infringing such regulation;

(xvii.) Any matter in this clause required to be in case of difference referred to arbitration and all other differences and

A.D. 1885.

questions in reference to the provisions of this section shall be determined by a single arbitrator to be appointed on the application of either party by the Board of Trade and the decision of the arbitrator shall be binding and the costs of the reference and award shall be in his discretion;

Provided always that the provisions of this section so far as they relate to the Pillgwenlly Wharf shall operate for the benefit of Daniel Pryce the present lessee of the said wharf for the residue of his term as such lessee and such provisions so far as they affect his interest shall not be altered to his prejudice or revoked without his consent in writing.

For the protection of the Tredegar estate.

**14.** The provisions contained in the last preceding section and in section 29 of this Act for the protection of the Tredegar Wharf Company shall extend and enure for the benefit of the reversion expectant on the determination of the lease now held by that company and shall from and after the determination of such lease be read and construed as if the Right Honourable Godfrey Charles Lord Tredegar or his sequels in estate or other the owner or owners for the time being of the Tredegar settled estates had been named therein instead of the Tredegar Wharf Company.

For the protection of Leonard George Laurie.

**15.** If the Company do not purchase the whole of the property occupied by Leonard George Laurie they shall not stop up or in any way interfere with the road called Barrack Lane numbered 74 on the deposited plans until they shall have constructed and opened a road 20 feet in width from the north side of the premises of the said Leonard George Laurie to Mill Parade.

For the protection of John Fontaine, John Richards and George Henderson Hopkins.

**16.** Notwithstanding anything contained in this Act to the contrary the Company shall if they require for the purposes thereof any portion of the lands houses buildings or manufactories numbered 73 73*b* and 74 in the deposited plans and books of reference purchase the interests of John Fontaine John Richards and George Henderson Hopkins or their respective assigns in the whole of such lands houses buildings or manufactories.

For the protection of the Caldicot and Wentlooge Levels Commissioners.

**17.** For the protection of the Commissioners of Sewers for the Levels of the hundreds of Caldicot and Wentlooge in the county of Monmouth (herein-after referred to as "the Commissioners") the following provisions shall save so far as may be otherwise from time to time agreed between the Commissioners and the Company have effect (that is to say):

(A.) Prior to stopping up or diverting any of the reens under the jurisdiction of the Commissioners called Maes Glas Cefn Adda and Nantmellin reens the Company shall at their own

costs and charges acquire the necessary land for and well and sufficiently form and construct therein and for ever thereafter maintain and repair in lieu of and in substitution for the reens so to be stopped up or diverted a new reen from the point "B" on the plan marked "A" signed in duplicate by Henry Stafford Gustard on behalf of the Commissioners and by James Skipper Adam on behalf of the Company one copy of which has been deposited with the clerk to the Commissioners and the other copy with the secretary of the Company to the point "C" on such plan;

(b.) Such reen shall be made in the line shown and coloured pink on the said plan with power however for the Company to adopt if they see fit between the points marked "D" and "C" the alternative dotted line shown on the said plan and such reen shall be not less than ten feet wide at the top and not less than five feet wide at the bottom of the banks and shall be of a uniform gradient from the culvert under the South Wales Railway at the said point "B" to its junction with the Cefn Adda reen at the said point "C" and shall have all proper gouts and outlets thereto and all necessary bridges and passages over the same and the Company shall divert into such intended new reen the waters which would otherwise have passed into the reens so to be stopped up or diverted in order that the free circulation of water in the district traversed by the said reens may not be interrupted nor the passage thereof to the gouts or outlets be impeded or affected;

(c.) As soon as such new reen shall be constructed the same and all works connected therewith shall be and remain under the jurisdiction of the Commissioners who shall have the same rights and powers with reference thereto as they now possess with reference to the reens so to be stopped up or diverted and the works connected therewith and the liability to maintain and repair such new reen imposed on the Company by this section shall be in substitution for all liabilities of the Company with reference to the reens so to be stopped up or diverted and may be commuted and extinguished in the same manner as such former liabilities might have been commuted and extinguished;

(d.) The connexions between the said reens so to be stopped up and diverted and the intended new reen shall be made in the manner shown on the said plan and to the reasonable satisfaction of the surveyor of the Commissioners and the arches or culverts under or over the same shall be of the dimensions shown on such plan and the said connexions arches and

A.D. 1885.

culverts shall be at all times hereafter well and sufficiently maintained by and at the expense of the Company and to such satisfaction as aforesaid;

(E.) In the event of any difference arising between the Commissioners and the Company or between the surveyor of the Commissioners and the engineer of the Company as to any of the matters referred to in this section the same shall be referred to the President of the Institution of Civil Engineers for the time being or him failing to an arbitrator to be appointed by the Board of Trade on the application of either party and the decision of such President or arbitrator shall be final and conclusive and the cost of any such reference arbitration and award shall be in the discretion of such President or arbitrator as the case may be.

Provisions respecting houses occupied by labouring class.

**18.**—(1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until:—

(A.) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on and after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B.) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme

to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4) Any conditions subject to which the Local Government Board may have approved of any such scheme under this section or of any modifications of any such scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the Queen's Bench Division of the High Court of Justice.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the Court may if it thinks fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purposes of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

A.D. 1885.

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be indorsed with notice of this enactment: Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

(8) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11) For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Owners may be required to sell parts only of certain lands and buildings.

**19.** And whereas in the construction of the railways and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed

from the remainder of the said properties without material detriment thereto therefore notwithstanding section ninety-two of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Penalty imposed unless the line is opened within the time limited.

**20.** If the Company fail within the period limited by this Act to complete the railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railways are completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per cent. on the estimated cost of the uncompleted works and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of the Paymaster General for and on behalf of the Supreme Court of Judicature in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening such railways by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

**21.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or

A.D. 1885.

other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the said railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Power to use railways of other companies.

**22.** The Company and their lessees the Limited Company may run over and use with their engines carriages and waggons officers and servants and except as herein-after provided for the purposes of traffic of every description the railways and portions of railway herein-after mentioned (that is to say) :—

(*a*) The Monmouthshire railways of the Great Western Railway Company including the Park mile.

(*b*) The railways of the Brecon and Merthyr Tydfil Junction Railway Company between Bassaleg and Rhymney and Caerphilly respectively.

Together witb all terminal and other stations approaches roads platforms piers points signals water water-engines engine-sheds standing room for engines and carriages booking and other offices warehouses sheds sidings junctions machinery works and conveniences of or connected with the said railways and portions of railway and stations:

Provided always that the powers conferred by this section so far as the same relate to the Monmouthshire railways of the Great Western Railway Company shall not without the previous consent in writing of that company under their common seal be exercised for the conveyance of passengers over any part of those railways nor for the conveyance of local traffic of any description arising and terminating at places on the said railways north of Newport: Provided also that such powers shall not be exercised over the Park Mile Railway or the portion of railway of the Great Western Railway Company lying between the Park Mile Railway and the Brecon and Merthyr Tydfil Junction Railway for traffic passing to from or over the last-mentioned railway.

Power for Great Western and Brecon, &c. Companies to use railway of Company.

**23.** The Great Western Railway Company and the Brecon and Merthyr Tydfil Junction Railway Company and all railway companies lawfully using the railways of those companies respectively shall subject to the provisions of this Act for the protection of the Tredegar Wharf Company have the like powers of running over and using the railways of the Company together with the use of all stations and other works and conveniences of or connected therewith as are by this Act granted to the Company and their said lessees with respect to the railways in the last preceding section mentioned.

Terms of user.

**24.** The terms and conditions pecuniary and otherwise on which such user shall be enjoyed under either of the two last preceding sections shall if not agreed on between the Company or their said lessees and the Great Western Railway Company or the Brecon and Merthyr Tydfil Junction Railway Company as the case may be be determined by an arbitrator to be appointed by the Board of Trade on the application of any of the companies interested and the costs of the arbitration shall be in his discretion and the decisions of such arbitrator shall be final and binding on all parties and any reference to arbitration under this section shall on the application of either party be made a rule of the High Court of Justice.

Saving agreement between Company and Great Western Company.

**25.** Nothing in this Act contained shall alter prejudice affect or extend the operation of the agreement dated the 11th day of June 1883 and made and entered into between the Great Western Railway Company and the Alexandra (Newport and South Wales) Docks and Railway Company the Newport (Alexandra) Dock Company Limited and the Newport Dock Company.

Power to the London and North-

**26.** The London and North-western Railway Company shall have power to use with their own engines carriages and servants any

A.D. 1885.

western Railway Company to use railway.

railways which the Company may construct under the powers of this Act in connexion with the docks or works of the Company so as to ensure to the London and North-western Railway Company a sufficient communication at all suitable times to and from such docks and works for the unloading and loading of minerals and merchandise: Provided that such use shall be subject to the reasonable byelaws and regulations of the Company or as the case may be of the Limited Company.

The terms and conditions pecuniary and otherwise upon which such use shall be enjoyed shall if not agreed upon between the Company or as the case may be the Limited Company and the London and North-western Railway Company be determined by an arbitrator to be appointed on the application of either party by the Board of Trade.

Power to enter into traffic arrangements.

**27.** The Company on the one hand and the Brecon and Merthyr Tydfil Junction Railway Company and the Pontypridd Caerphilly and Newport Railway Company (herein-after called the working companies) or either of them on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into and carry into effect contracts and agreements with respect to the following purposes or any of them (that is to say):

The working use management and maintenance by the working companies or either of them of any portion or portions of the railways of the Company.

The payments to be made and the conditions to be performed with respect to such working use management and maintenance.

The interchange transmission forwarding and delivery of traffic coming from or destined for the railways of the contracting companies.

The supply under any agreement for the working or use of any portion or portions of the railway of the Company by the working companies or any of them of engines rolling stock and plant necessary for the purposes of such agreement and the employment of officers and servants for the conduct of traffic.

The fixing collection payment and division of the tolls rates fares and charges arising from the traffic on the portion or portions of railways of the contracting companies included in any such contract or agreement.

Tolls on traffic conveyed partly on the railways and partly on other railways.

**28.** During the continuance of the running powers by this Act authorised or of any agreement to be entered into under the provisions of this Act for the working or the use of the railways of the Company or any part thereof by any other railway company or companies the railways of the Company and of such other company or companies shall for the purposes of short distance tolls and charges be considered as one railway and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways of the Company and partly on the railways of such other company or companies for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short distance charge shall be made for the conveyance of passengers animals or goods partly on the railway of the Company and partly on the railways of such other company or companies.

Power to make junction with railway of Tredegar Wharf Company.

**29.** The Company may make a junction or connexion between the sidings of the Company on the north-east corner of the Company's property in the borough of Newport and the railway of the Tredegar Wharf Company at a point nearly opposite the Brithdir wharf: Provided that such junction or connexion shall be constructed under the superintendence and to the reasonable satisfaction of the Tredegar Wharf Company and from and after the completion thereof proper arrangements shall be made for the working of such junction by that company or their lessees and such junction shall be under their sole control and management and no tolls or charges shall be paid by the Tredegar Wharf Company to the Company for the use thereof: Provided also that the Tredegar Wharf Company shall receive traffic from the Company upon the same terms and conditions in all respects as from other companies and persons.

Any difference arising between the Tredegar Wharf Company and the Company under the provisions of this section shall be referred to arbitration in manner provided by this Act for the settlement of differences between the Tredegar Wharf Company and the Company.

Power to raise additional capital by ordinary shares or stock.

**30.** The Company may raise additional capital not exceeding in the whole sixty thousand pounds by the creation and issue of ordinary shares or stock but the Company shall not issue any share of less nominal value than twenty pounds nor shall any share vest in the person or corporation accepting the same unless and until a sum not

A.D. 1885.

being less than one fifth of the amount of such share shall have been paid in respect thereof.

Power to borrow.

**31.** The Company may in respect of the additional capital of sixty thousand pounds which the Company is by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole twenty thousand pounds and of that sum they may borrow not exceeding ten thousand pounds in respect of every thirty thousand pounds of such additional capital but no part of any such sum of ten thousand pounds shall be borrowed until shares for the portion of capital in respect of which it is to be borrowed are issued and accepted and one half of such portion of capital is paid up and the Company have proved to the justice who is to certify under section forty of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of additional capital have been issued and accepted and that one half of such portion of capital has been paid up and that not less than one fifth part of the amount of each separate share in such portion of 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 such portion of 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 in good faith 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.

Existing mortgages to have priority.

**32.** All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing thereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act.

Power to create debenture stock.

**33.** 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 and the interest of all mortgages at any time after the passing of this Act granted by the Company shall rank pari passu and such interest shall have priority over all principal moneys secured by such mortgages.

Company may apply funds.

**34.** The Company may from time to time apply for or towards all or any of the purposes of this Act to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts and which are not required for the purposes to which they are by those Acts made specially applicable.

Application of capital.

**35.** All money raised under this Act whether by shares or stock or by mortgages or debenture stock shall be applied to purposes of the undertaking of the Company to which capital is properly applicable.

Tolls, &c., on railway.

**36.** The Company may in addition to the tolls rates and charges authorised by the Alexandra (Newport) Dock Act 1865 in respect of the railways thereby authorised from time to time demand and take for or in respect of the railways by this Act authorised such and the like tolls rates and charges as by the said Act of 1865 are authorised to be demanded and taken for or in respect of the railways thereby authorised provided that for articles animals or persons conveyed on the railways by this Act authorised or any part or parts thereof the Company may demand and take tolls rates and charges as for one mile and a half.

Works, &c., of the Company under this Act, to be deemed to be included in lease of 1879 to the Limited Company.

**37.** During the continuance of the lease of the sixteenth day of December one thousand eight hundred and seventy-nine granted to the Limited Company by the Company under the powers of the Alexandra (Newport) Dock Act 1874 all works executed and all lands acquired and all machinery rails sidings and other works conveniences and appliances erected set up or constructed and the benefit of all leases conveyances contracts or agreements granted or entered into by the Company under the powers of this Act and all powers and authorities exerciseable and enjoyable by the Company under the provisions of this Act shall be deemed to be part of the undertaking of the Company or (as the case may be) powers and authorities exerciseable and enjoyable by the Limited Company for carrying on the undertaking within the meaning of the said lease and shall be deemed to be included in and to be demised to the Limited Company by that lease accordingly.

Modifying lease of 16th December 1879 as to

**38.** With respect to the provisions of the said lease of the sixteenth day of December one thousand eight hundred and seventy-nine as to the valuation of the fixtures and chattels to be given up

A.D. 1885.

valuation of fixtures and chattels.

by the lessees to the lessors at the expiration or sooner determination of the term of the said lease Be it enacted that such valuation shall be made so as to have regard to the value at the expiration or sooner determination of the said term of the said fixtures and chattels for the purposes of the undertaking and business carried on upon and at the land and works demised by the said lease and not to the value of such fixtures and chattels for the purpose of removal and sale and the said lease shall henceforth be read and have effect accordingly.

Confirming agreement with Corporation of Newport.

**39.** The agreement made the fifth day of May one thousand eight hundred and eighty-five between the Company of the one part and the mayor aldermen and burgesses of the borough of Newport in the county of Monmouth of the other part a copy of which is set forth in the Second Schedule to this Act is hereby confirmed and shall be obligatory on the parties thereto respectively.

Interest not to be paid on calls paid up.

**40.** No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future bills not to be paid out of capital.

**41.** The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter 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 construct any other railway or to execute any other work or undertaking.

Provision as to general railway Acts.

**42.** Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future Session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Costs of Act.

**43.** 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.

## The FIRST SCHEDULE referred to in the foregoing Act.

### Houses Buildings and Manufactories of which portions only required by the Company.

| Railway. | Parish. | Number on deposited Plans. |
|---|---|---|
| No. 1 - | Saint Woollos - - | 21, 22, 23, 24, 28, 41, 64, 73, 116, 118. |
| No. 2 - | Saint Woollos - - | 44, 46, 60, 61, 63. |

## The SECOND SCHEDULE referred to in the foregoing Act.

MEMORANDUM OF AGREEMENT made this fifth day of May one thousand eight hundred and eighty-five between the Alexandra (Newport and South Wales) Docks and Railway Company (herein-after called the Company) of the one part and the Mayor Aldermen and Burgesses of the Borough of Newport in the county of Monmouth (herein-after called the Corporation) of the other part.

Whereas a Bill for empowering the Company to make a railway from their Alexandra Dock to their Newport Dock and other works and for other purposes is now pending in Parliament.

And whereas the Corporation are the urban sanitary authority for the district of the said borough and the public streets thoroughfares and sewers within the said borough are vested in them and are under their control and management.

And whereas the Company propose in constructing the said railway to make bridges over certain roads at Mendalgief to widen part of Inkerman Street and to raise the level of that part of the street under which the proposed railway will run to carry the said railway over certain streets on the level to erect foot bridges over such level crossings and to stop up certain other streets to construct a continuation of the sewer at present discharging into Pillgwenlly beyond the point where the proposed railway crosses Pillgwenlly to take for the purposes of their works a field at present in the occupation of the Corporation and used by them for the deposit of scavenging refuse to construct a passenger station on that part of the said railway which is known as No. 1 Railway and to make a junction with the Tredegar Wharf Company's railway at Watch-house Parade.

A.D. 1885.

And whereas the Company in order to meet as far as possible the various objections raised by the Corporation to the Bill as it originally stood have agreed to modify the same and have undertaken to carry out the works hereinafter specified and in consideration thereof the Corporation have agreed to withdraw all opposition to the Bill: Now therefore it is agreed by the Company and the Corporation as follows:—

1. That the Company will at their own cost make the bridge carrying the proposed railway over the road at Mendalgief Number 6 on the deposited plans with an arch of twenty-five feet span as on the Parliamentary plan and will make a proper archway for foot passengers under the bridge carrying the proposed railway over the road Number 19 on the deposited plans.

2. That the Company in raising the level of Inkerman Street in the manner and with the gradients shown on the deposited plans and sections will raise the level of same to the full width of the street videlicet fifty feet and will form and metal the roadway and the footpaths and perform the whole of the works connected with the alteration of the level of Inkerman Street to the reasonable satisfaction and under the supervision of the surveyor of the Corporation and that the Company will pave kerb and channel the footpath on Inkerman Street Bridge and also the footpaths abutting upon any of the adjoining lands retained by the Company and that the Company will also execute the works connected with the widening of Inkerman Street contemplated by the Bill including the stopping up of streets (mentioned in section 5 of the Bill) subject to the approval and to the reasonable satisfaction and under the control and supervision of the aforesaid surveyor of the Corporation.

3. That the Company will submit plans of the gates and foot-bridges to be placed and erected at the proposed level crossings at Mill Parade and Church Street for the approval of the Corporation such gates to be set back when closed to the full width of the streets and will at their own cost construct gates and erect such foot-bridges in accordance with such plans when the same have been approved by the Corporation and under the supervision of their surveyor: And also will at their own cost stop up by walls or fences the following streets over or under the present level of which the proposed railway will pass videlicet Coomassie Street Alfred Street Carlisle Street and Barrack or Pottery Lane.

4. That the Company will at their own cost in every respect construct a sewer in continuation of the public sewer now discharging into Pillgwenlly to a point beyond the embankment by which the proposed railway will cross Pillgwenlly such sewer with proper tidal valve to be constructed in accordance with plans approved by the Corporation and to the reasonable satisfaction of their surveyor.

5. That the Company will if the field Number 19 on the deposited plan and now in lease to the Corporation and used by them as a place for the deposit of scavenging refuse be taken by the Company for the purposes of the proposed railway obtain and provide for the Corporation and to their reasonable satisfaction a piece of land equal in area and equally convenient of access in the same locality and secured to the Corporation for the same term videlicet five

years and at the same rent videlicet twenty pounds per annum as the same field Number 19 on the deposited plan.

6. That the Company will construct within a reasonable period a passenger station on the proposed Number 1 Railway.

7. That the Company will not in making the proposed junction with the Tredegar Wharf Company's railway at Watch-house Parade take a greater quantity of the roadway forming Watch-house Parade than is sufficient for making such junction.

8. That any dispute or difference between the Company and the Corporation as to the true intent and meaning of this Agreement or any clause or provision herein contained or as to any other matter arising under this Agreement shall be determined by arbitration in manner provided by the Companies Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

9. This Agreement is conditional on the said Bill passing into law so far as respects the matters aforesaid in the present Session of Parliament and shall be scheduled to the Bill subject to such alterations as Parliament may think fit to make therein.

In witness whereof the Company and the Corporation have hereunto caused their respective common seals to be affixed the day and year first before written.

The common seal of the mayor aldermen and burgesses of the borough of Newport in the county of Monmouth was hereunto affixed in pursuance of a resolution duly passed at a meeting of the council held on the fourteenth day of April one thousand eight hundred and eighty-five by

ALBERT A. NEWMAN
Town Clerk.

Seal of the Corporation of the Borough of Newport.

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