CHAPTER lxxii.

An Act to authorise the Alexandra (Newport and South Wales) Docks and Railway Company to construct new railways in the county of Monmouth to raise additional capital and for other purposes. A.D. 1911.

[18th August 1911.]

WHEREAS the Alexandra (Newport and South Wales) Docks and Railway Company (in this Act called "the Company") were incorporated under the name of the Alexandra (Newport) Dock Company by the Alexandra (Newport) Dock Act 1865 for making a dock railways and other works at Newport in the county of Monmouth:

And whereas by various subsequent Acts the powers of the Company have been from time to time extended and further powers have been conferred upon them:

And whereas the Company have with a view to affording additional accommodation for the shipment of coal from the Monmouthshire coalfields at the docks of the Company at Newport incurred with the sanction of Parliament a large capital expenditure in extending and equipping the same and providing additional siding accommodation thereat:

And whereas such docks are the nearest existing docks to the said coalfields and the natural outlet for the output therefrom and the construction of the railways hereinafter described will be of public and local advantage and afford new and improved facilities for the conveyance of traffic and passengers to and from Newport and it is expedient that such facilities should be provided:

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And whereas it is expedient to authorise the Company to raise additional capital for the purposes of this Act and that provision should be made as contained in this Act for constituting such capital a separate capital and to make such other provisions as are in this Act contained:

And whereas plans and sections showing the lines and levels of the railways 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 or used for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Monmouth and are hereinafter respectively 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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

1. This Act may be cited for all purposes as the Alexandra (Newport and South Wales) Docks and Railway Act 1911.

Incorporation of Acts.

2. The following Acts and parts of Acts (so far as they are applicable for the purposes of and are not inconsistent with or expressly varied by this Act) are hereby incorporated with and form part of this Act (that is to say):—

The Lands Clauses Acts;

The Companies Clauses Consolidation Act 1845;

Part II. (relating to additional capital) of the Companies Clauses Act 1863 as amended by subsequent Acts;

The Railways Clauses Consolidation Act 1845; and

Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863.

Interpretation.

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

railway" mean (except where otherwise provided) the railways and works by this Act authorised and the expression "the undertaking" means the undertaking of the Company.

Power to make railways.

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 hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for that purpose The railways hereinbefore referred to and authorised by this Act will be situate in the county of Monmouth and are—

A Railway No. 1 (hereinafter called "Railway No. 1") 6 miles 2 furlongs 0·90 chain or thereabouts in length commencing in the parish of Rogerstone by a junction with the Tredegar Park Mile Railway at a point thereon 10 chains or thereabouts measured along the said railway in a south-easterly direction from the bridge carrying the said railway over the road near Pye Corner and terminating in the parish of Machen Upper by a junction with the Sirhowy Railway of the London and North Western Railway Company at a point thereon 4 chains or thereabouts measured along that railway in a south-westerly direction from the south-western end of the up or southern platform at Nine Mile Point passenger station:

A Railway No. 2 (hereinafter called "Railway No. 2") 2 furlongs 8·50 chains or thereabouts in length wholly situate in the parish and urban district of Risca commencing by a junction with Railway No. 1 in the field or enclosure numbered 579 on the Ordnance map of the said parish scale $\frac{1}{2500}$ (second edition 1901) at a point $5\frac{1}{4}$ chains or thereabouts measured in a northerly direction from the easternmost corner of Dan-y-graig house and $13\frac{3}{4}$ chains or thereabouts measured in a south-westerly direction from the south-west corner of St. Mary's Church in the said parish and terminating in a piece of ground numbered 348 on the said Ordnance map at a point $3\frac{1}{2}$ chains or thereabouts measured in a southerly direction from the south side of the River Ebbw from a point thereon $7\frac{1}{2}$ chains or thereabouts measured in a westerly

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direction along the south bank of the said river from the south end of the footbridge over the said river leading from Old Colliery Rows to the Risca cemetery and 9 chains or thereabouts measured in a south-westerly direction from the south-western corner of the said footbridge.

Period for compulsory purchase of lands.

5. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Persons under disability may grant easements &c.

6. 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 of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) 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.

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

7. And whereas in the construction of the railways or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect:—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the

property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters

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under this section shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled poperties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 (Parties not to be required to sell part of a house). of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Power of lateral and vertical deviation and of altering gradients and curves of railways.

8. The Company notwithstanding the provisions of the Railways Clauses Consolidation Act 1845 incorporated with this Act may deviate from the lines of the railways as delineated on the deposited plans to any extent within the limits of deviation shown on those plans and may deviate from the levels of the railways as delineated on the deposited sections to any extent not exceeding five feet upwards or downwards and to such

further extent as may be agreed upon in writing with the owners of any lands through which and with the owners lessees and occupiers of any house affected by or through the curtilage of which such deviations are intended to be made and may increase any inclination or gradient of the railways shown on the deposited sections as not steeper than one in fifty to such an extent as they may see fit provided that such inclinations or gradients where so increased be not steeper than one in fifty and they may diminish the radius of any curve described on the deposited plans to any extent which shall leave a radius of not less than one furlong.

Period for completion of railways.

9. If the railways 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 or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Inclination of roads.

10. In altering for the purposes of the Railway No. 1 the roads next hereinafter mentioned the Company may make the same of any inclinations not steeper than the inclinations hereinafter mentioned in connection therewith respectively (that is to say):—

No. on deposited Plans.	Parish.	Description of Road.	Intended Inclination.
1	Machen Lower - -	Public - - -	1 in $6\frac{1}{2}$
102A	Risca - - - -	Public - - -	1 in 6
127	Risca - - - -	Public - - -	1 in 4

Height and span of bridges.

11. The Company may make the arches of the bridges for carrying the Railway No. 1 over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say):—

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
39	Graig - - -	Public - - -	14 feet	20 feet
62	Graig - - -	Public - - -	15 feet	20 feet
1	Machen Lower -	Public - - -	14 feet	20 feet
35	Risca - - -	Public - - -	14 feet	20 feet
102A	Risca - - -	Public - - -	14 feet	20 feet

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Width of roadway over bridge.

12. The Company may make the roadway over the bridge by which the public road numbered 127 in the parish of Risca upon the deposited plans will be carried over the Railway No. 1 of such width between the fences thereof as the Company think fit not being less than twenty feet.

Power to divert roads and footpaths.

13. The Company may divert the roads and public footpaths referred to in the next following table in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road or footpath so much of each existing road or public footpath as will be rendered unnecessary by the new portion of road or footpath so shown on the said plans (that is to say):—

Railway.	Parish.	No. of Road or Field in which the public Footpath is situate on deposited Plans.
No. 1	Graig - - - - -	39
No. 1	Risca - - - - -	1
No. 1	Risca - - - - -	8 8A and 9
No. 1	Risca - - - - -	102A
No. 1	Risca - - - - -	104 125 and 119A

Stopping up roads and footpaths in case of diversion.

14. Where this Act authorises the diversion of a road or public footpath or the making of a new road or footpath in substitution for an existing road or public footpath or portion thereof and the stopping up of an existing road or public footpath or portion thereof such stopping up shall not take place until such new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

As from the completion of the new road or footpath to the satisfaction of the road authority or as from the date of the said certificate (as the case may be) all rights of way over or along the existing road or public footpath or portion thereof authorised to be stopped up shall be extinguished and the Company may

subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of the undertaking the site of the portion of road or public footpath stopped up as far as the same is bounded on both sides by lands of the Company :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Repair of surface of roads over bridges.

15. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways by a bridge or bridges unless the level of such road or public highway is permanently altered so as to increase the gradient of any part thereof.

As to repair of diverted and substituted roads and footpaths.

16. Every road or footpath diverted by the Company under the authority of this Act and every new road or footpath provided by the Company under the like authority in substitution for any existing road or footpath or portion thereof stopped up under the powers of this Act shall in all respects be under the jurisdiction of and shall be maintained and repaired by the authority body or person liable to maintain the road or footpath so diverted or the existing road or footpath in substitution for which or a portion of which such new road or footpath is provided (as the case may be).

Protection of gas and water mains of local authorities.

17. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the water and gas mains pipes and apparatus of any local authority and shall be construed as if "local authority" were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority to which their revenues in respect of water or gas (as the case may be) are appropriated.

Underpinning of houses near railways.

18. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railways it

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may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

(1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:

(2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company:

(3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Board of Trade and the Arbitration Act 1889 shall apply to the reference:

(4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:

(5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building

for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:

(6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

(7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:

(8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

(9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

Lands for extraordinary purposes.

19. 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 ten acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

For protection of Monmouthshire County Council.

20. For the protection of the Monmouthshire County Council (in this section referred to as "the county council") the following provisions shall unless otherwise agreed upon in writing between

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the Company and the county council have effect (that is to say):—

(*a*) In constructing Railway No. 1 where the same crosses the Newport and Bedwas main road the Company shall leave a space of not less than fifteen feet between the bridge carrying such railway over the said road and the existing bridge carrying the Company's railway over the same road:

(*b*) Such bridge shall be so constructed as to give a span between the abutments of not less than is provided by the existing bridge with as high a headway (not being less than sixteen feet nor more than eighteen feet nine inches) as may be found practicable when the bridge is under construction and in other respects the bridge shall be constructed to the reasonable satisfaction of the county surveyor:

(*c*) The Company shall construct finish and maintain the said bridge in such a manner as to prevent the dripping of water on to the roadway or footpaths beneath the same:

(*d*) The Company shall at the request of the county council pay to the county council the sum of two hundred and fifty pounds as a contribution towards the cost of the carrying into execution by the county council of a widening and improvement at Pye Corner of the road passing under Railway No. 1 at the point marked upon the deposited plans as indicating the distance from the commencement of that railway of 1 furlong and 33 yards or thereabouts in the parish of Rogerstone in accordance with plans and sections to be agreed upon between the county council and the Company or failing agreement to be determined as hereinafter in this section provided Provided that if the county council shall not have commenced the said improvement within two months from the date of the payment of the said sum of two hundred and fifty pounds they shall pay to the Company interest thereon at the rate of four pounds per centum per annum until such improvement shall have been actually commenced:

(*e*) Any difference arising under this section shall be referred to an engineer to be agreed upon between the Company and the county council or failing agreement to be appointed on the request of either party by the President of the Institution of Civil Engineers in London and the provisions of the Arbitration Act 1889 shall apply to the reference.

For protection of Postmaster-General.

21. If any work executed by the Monmouthshire County Council in connection with the widening and improvement of the road referred to in subsection (*d*) of the section of this Act whereof the marginal note is "For protection of Monmouthshire County Council" involves an alteration of a telegraphic line belonging to or used by the Postmaster-General the enactments contained in section 7 of the Telegraph Act 1878 shall apply to such alteration as if the said county council were "undertakers" within the meaning of that Act.

For protection of Risca Urban District Council.

22. For the protection of the Risca Urban District Council (in this section hereinafter referred to as "the council") the following provisions shall apply and have effect unless otherwise agreed upon in writing between the council and the Company (that is to say):—

(1) Notwithstanding anything shown upon the deposited plans the Company shall not in constructing Railway No. 1 interfere with the public road numbered 2 in the parish of Risca and situate at the southern limit of deviation marked on such plans opposite the point also marked thereon as indicating the distance of 3 miles from the commencement of the railway or with the public road numbered 31 in the said parish:

(2) The Company shall in constructing Railway No. 1 deviate the right of way shown on the deposited plans as crossing the field numbered 22 in the parish of Risca on such plans to the south side of that railway and shall so construct the diverted right of way as to be not less suitable for the passage thereover of vehicular traffic than the existing right of way and of a width between the fences of not less than twenty feet and the Company shall carry the private road numbered 20 in the parish of Risca on the said plans across Railway No. 1 on the level:

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(3) In constructing the diversion of the road numbered 102a in the parish of Risca on the deposited plans the Company shall so far as is reasonably practicable improve the bend of such diversion and also the gradient thereof:

(4) If in effecting the diversion of the River Ebbw shown upon the deposited plans as incident to the construction of Railway No. 2 the Company interfere with the existing footpath alongside that river they shall provide a substituted footpath adjoining that river to the reasonable satisfaction of the council:

(5) In constructing Railway No. 1 the Company shall carry the footpaths hereinafter mentioned over the railway by means of footbridges not less than six feet in width (that is to say):—

The footpaths shown upon the deposited plans as crossing Railway No. 1 at the points marked on such plans as indicating the distances from the commencement of that railway of (*a*) 3 miles 2 furlongs 1 chain (*b*) 4 miles 3 furlongs and (*c*) 5 miles 2 furlongs 5 chains or thereabouts respectively;

and the following footpaths across the railway on the level (that is to say):—

The footpaths shown upon the deposited plans as crossing Railway No. 1 at the points marked on such plans as indicating the distances measured from the commencement of that railway of (*a*) 3 miles 4 chains (*b*) 4 miles 5 furlongs 2 chains and (*c*) 5 miles 2 furlongs or thereabouts respectively and also the footpath crossing Railway No. 2 at the point marked on the deposited plans as indicating the distance of 2 furlongs from the commencement of that railway The Company shall erect and thereafter maintain wicket gates on either side of the railway across all the aforesaid footpaths crossing Railway No. 1 and in the event of Railway No. 2 being fenced at the point hereinbefore referred to also across the said footpath crossing that railway:

(6) If either of the Railways Nos. 1 or 2 or the works in connection therewith shall cross or overlie the sewers of the council now existing or which may at the time of the construction of the said railways have been constructed across the line of the said railways the Company shall strengthen and secure the said sewers and repair all damage which may from time to time be occasioned thereto by reason of the construction of the said railways or works to the reasonable satisfaction of the engineer of the council and shall after the construction of the railways uphold and maintain such strengthening works in good and sufficient repair to the like satisfaction and the Company shall allow the council their officers agents workmen and contractors with or without materials to have free access at all times to any part of the sewers so crossed covered altered diverted or otherwise interfered with:

(7) The council shall at all times have full right and liberty without making to the Company any payment or other consideration therefor to construct and lay down any sewers drains pipes or gas or water mains apparatus or works for their own purposes as they may find to be requisite or necessary under or over any portion of the railways or upon or under the structure of any bridge constructed by or belonging to the Company Provided that any sewer drain pipe or gas or water main apparatus or works aforesaid shall be constructed and laid down by the council to the reasonable satisfaction of the principal engineer of the Company:

(8) If in the construction of the railways authorised by this Act the Company shall interfere with the course of any existing stream or watercourse in the district of the council they shall to the reasonable satisfaction of the council divert the same or construct and at all times thereafter maintain culverts or other works so as to provide for the proper and sufficient flow of water in such stream or watercourse:

(9) If any difference shall arise between the council and the Company under this section the same shall be determined by an arbitrator to be appointed on the application of either party by the Board of Trade.

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For protection of Western Valleys (Monmouthshire) Sewerage Board.

23. For the protection of the Western Valleys (Monmouthshire) Sewerage Board (hereinafter referred to as "the board") the following provisions shall unless otherwise agreed between the Company and the board have effect (that is to say):—

(1) Before commencing the construction of Railway No. 1 over the existing sewer of the board in the parish of Graig to the north-west of Bassaleg church the Company shall submit to the board's engineer for his reasonable approval plans sections and particulars of the portion of such railway and works which will overlie the existing sewer of the board and the Company shall make such provision for the protection of the said sewer as may be reasonably demanded by the engineer to the board Provided that if within twenty-one days of the receipt of such plans sections and particulars the board's engineer has not signified his disapproval he shall be deemed to have approved thereof:

(2) The Company shall take all reasonable precautions and do and maintain all such works as may be necessary for preventing as far as possible any injury to the said sewer of the board and shall also at all times make good all damage which may be occasioned by the operations or works of the Company to the reasonable requirements and satisfaction of the engineer to the board:

(3) If the Company their agents workmen or contractors shall in the execution of any works authorised by this Act hinder or interfere with or obstruct or render more difficult or costly the maintenance of the said sewer of the board the Company shall on demand pay to the board such additional cost of maintenance as may be reasonably incurred in consequence thereof:

(4) The Company shall at all reasonable times permit the board their officers agents servants workmen and contractors with or without materials to have free and uninterrupted access to any part of the said sewer which lies within the boundaries or limits of the property of the Company:

(5) The Company will pay on demand to the board the reasonable costs incurred by the board in watching

and superintending the construction of the said railway and works over the said sewer by the Company and in the execution of any works of the Company over under or adjacent to the said sewer of the board:

(6) If any difference shall arise between the Company and the board touching anything to be done or not to be done under the powers of this section such difference shall be settled by an engineer appointed (unless otherwise agreed) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

For protection of Southwood Jones and Company Limited.

24. For the protection of Southwood Jones and Company Limited (hereinafter referred to as "the limited company") the following provisions shall apply and have effect unless otherwise agreed upon in writing between the limited company and the Company (that is to say):—

(1) So much of Railways Nos. 1 and 2 as will pass over or under or affect the lands works and property of or leased to the limited company in the urban district of Risca or as may affect the supply of water thereto shall be constructed and maintained so as not to prejudicially affect the existing rights of water supply to the Dan-y-graig brickworks and the premises of the limited company or injuriously to affect the reservoir or any other works of the limited company connected or provided for the purpose of water supply to the said brickworks and premises:

(2) In the event of any injury being caused to such reservoir and works or of any diminution in the water supply to the said works by reason of the construction or maintenance of the said railways or the works connected therewith the Company shall forthwith at their own expense make good such supply or in the event of it being found not to be reasonably practicable to do so shall compensate the limited company for all loss or damage thereby sustained by them and shall indemnify the limited company against all costs and expenses which they may incur in connection

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with any such loss or damage as aforesaid The limited company shall afford all necessary rights of access over their property to enable the Company to carry out the provisions of this subsection:

(3) The Railway No. 1 so far as the same is situate in or in proximity to any part of the quarry of or leased to the limited company which is or may be hereafter upon the property numbered upon the deposited plans 48 52 and 52B in the parish and urban district of Risca shall by and at the expense of the Company be completely covered in or at the option of the Company otherwise protected so as to prevent any interruption in the working of the quarry by reason of the existence or use of the railway and all necessary works shall be done and all precautions taken by and at the expense of the Company for protecting the railway and the traffic thereon from any injury due to the blasting operations of the limited company at the said quarry or otherwise in connection with the working or use of the said quarry and so as to enable the limited company to carry on subject to subsection (4) of this section the operations of quarrying without any interruption:

(4) Section 78 of the Railways Clauses Consolidation Act 1845 shall not apply to the minerals in the said quarry of the limited company and the limited company shall be entitled to work the said minerals except that they shall not be entitled to work any minerals situate within forty yards of the said railways below the level of the existing tramway which is two hundred and thirty-eight feet above Ordnance datum and sections 79 to 85 of the said Act shall apply in the case of any minerals situate within such distance and above such level as if the Company had failed to state their willingness to treat with the limited company for the payment of compensation within the meaning of section 79 of the said Act:

(5) The Railway No. 1 to the eastward of Dan-y-graig house shall be constructed in tunnel or by the operation known as "cut and cover" and such

tunnel or covered portion of the railway shall extend between the points marked A and B upon the signed plan hereinafter referred to:

(6) The Company shall not construct the Railways Nos. 1 and 2 where the same pass through the property of or leased to the limited company otherwise than upon the land shown upon the plan signed by Robert Elliott-Cooper on behalf of the Company and by Vernon Harcourt Llewellyn on behalf of the limited company and the Company shall not enter upon take or use any greater area of land of or leased to the limited company than is shown by red colour on the said plan:

(7) If any difference shall arise between the Company and the limited company respecting the matters aforesaid or any of them such difference shall be settled by an engineer to be appointed by agreement or in default of agreement by the President of the Institution of Civil Engineers at the request of either party and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of United National Collieries Limited.

25. For the protection of the United National Collieries Limited their successors and assigns (hereinafter referred to as "the collieries company") the following provisions shall unless otherwise agreed upon between the Company and the collieries company apply and have effect (that is to say):—

(1) In constructing Railway No. 1 the Company shall to the reasonable satisfaction of the collieries company execute all such works as may be necessary for securing and continuing the free and uninterrupted passage of the waters flowing into or along the pond and the three existing watercourses shown on the plan signed by Robert Elliott-Cooper on behalf of the Company and by James Miles on behalf of the collieries company and where such pond and watercourses are crossed by Railway No. 1 the Company shall reinstate the same in as good condition as at present:

(2) The Company shall (when called upon by the collieries company so to do) forthwith provide suitable access over or under Railway No. 1 for the purpose of

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giving to the collieries company a permanent access from their Old Black Vein Colliery to their tipping ground lying to the south of the said railway Such access shall be six feet wide and if under with a headway of not less than eight feet and shall be constructed near the Old Black Vein Colliery at a point lying between points marked A and B on the said plan:

(3) Railway No. 1 shall be so constructed that no part of such railway or works in connection therewith shall be within twenty-five feet of the engine-house of the said Old Black Vein Colliery as marked on the said plan:

(4) If any difference shall arise between the Company and the collieries company respecting any matter in this section such difference shall be determined by an engineer to be appointed on the application of either party by the Board of Trade.

For protection of London and North Western Railway Company.

26. The following provisions for the protection of the London and North Western Railway Company (hereinafter called "the North Western Company") shall unless otherwise agreed apply and have effect:—

(1) The junction of Railway No. 1 with the Sirhowy Railway of the North Western Company shall be constructed in such position within the limits of deviation as to allow of the construction of exchange sidings and according to plans and sections to be approved in writing by the principal engineer of the North Western Company or in the event of difference by arbitration as hereinafter provided:

(2) Any interference with the works of the North Western Company or any additions to or alterations of such works which in the opinion of the said principal engineer may be necessary or convenient for effecting the said junction shall be executed by that company at the expense of the Company:

(3) If the North Western Company shall require at any future time to widen their railway or otherwise utilise for the purposes of their railways their lands

adjoining thereto any extra costs they may be put to by reason or in consequence of the construction of Railway No. 1 shall be repaid to them by the Company:

(4) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or maintenance or by reason of the failure of Railway No. 1 or works in connection therewith or the maintenance thereof or any act or omission of the Company or of their contractors or of any of the persons in the employ of the Company or of their contractors and the Company will effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them during or by reason of such execution or maintenance or failure or such act or omission:

(5) If in the opinion of the North Western Company it shall become necessary for the North Western Company to purchase or pay compensation for any minerals required to be left unworked under the junction of Railway No. 1 with the railway of the North Western Company then the Company shall on demand pay to the North Western Company a fair proportion of all costs and expenses incurred by them in relation to any such purchase or payment of compensation:

(6) The Company shall not without the previous consent in writing of the North Western Company under their common seal acquire or use more of the land or property of the North Western Company than will be necessary for the construction of Railway No. 1 and such exchange sidings as may be reasonably necessary in connection therewith:

(7) If any difference shall arise between the Company and the North Western Company under this section or if the decision of the principal engineer under subsection (2) hereof is not accepted by the Company

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such matter in dispute shall be referred to and be determined by an engineer or other fit person to be mutually nominated by the respective engineers of the Company and the North Western Company or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the North Western Company and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Great Western Railway Company.

27. For the protection of the Great Western Railway Company (hereinafter called "the Great Western Company") the following provisions shall unless otherwise agreed between the Company and the Great Western Company have effect (that is to say):—

(1) The Company shall construct and maintain Railways Nos. 1 and 2 and the works in connection therewith by this Act authorised so far as the same pass over or adjoin or affect the railway lands or works of the Great Western Company so as not to injure the stability of and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the Great Western Company and so as in no way to obstruct impede endanger or interfere with the free uninterrupted and safe use of the said railway of the Great Western Company or with the traffic thereon and if any such obstruction impediment damage or interference shall be caused or take place the Company shall pay full compensation to the Great Western Company in respect thereof:

(2) The Company shall carry Railway No. 2 where the same is intended to cross over the railway of the Great Western Company by means of a wrought iron or steel girder bridge with wrought iron or steel flooring having a span of the width of fifty-three feet measured on the square at the proposed point of crossing and to be in such position as shall be reasonably approved by the engineer of the Great Western Company and such bridge shall be constructed and for ever maintained by the Company with a clear headway throughout of not less than fifteen feet above the existing level of the upper surface of the

rails upon the said railway of the Great Western Company at the said point of crossing:

(3) The Company shall construct the said portion of Railway No. 2 where the same will pass over the railway of the Great Western Company and all works both temporary and permanent necessary and incident to the construction thereof so far as they affect the railway property and works of the Great Western Company in accordance with the provisions of this section and according to plans sections drawings and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said engineer of the Great Western Company and the Company shall not commence the construction of the said portion of Railway No. 2 or enter upon or interfere with any lands works or property belonging to or used by the Great Western Company until such plans sections drawings and specifications have been so submitted and approved Provided that if within twenty-eight days of the receipt of such plans sections drawings and specifications the engineer of the Great Western Company has not signified his disapproval he shall be deemed to have approved thereof:

(4) The said portions of Railways Nos. 1 and 2 and all works necessary or incident to the construction thereof or affecting the property or works of the Great Western Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said engineer:

(5) The Company shall not (except with the previous consent of the Great Western Company under their common seal) purchase or acquire any lands or property of the Great Western Company but the Company may purchase and take and the Great Western Company shall sell and grant accordingly an easement or right of using such of the lands of the Great Western Company as may be necessary for the construction of the said portions of Railways Nos. 1 and 2 as a double line of railway in accordance with the provisions

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of this section Provided that the Great Western Company shall not be bound to grant any such easement or right of using such lands to an extent which would prevent the Great Western Company from at any time after the passing of this Act widening their railway so as to admit of the laying of two additional lines of way on the southern side of the existing rails Provided further that the Company shall pay to the Great Western Company the additional cost (if any) to which they may be put in widening their railway by reason of the user by the Company of such lands:

(6) The Company shall construct and maintain Railways Nos. 1 and 2 where they will cross or adjoin the various sidings connecting the collieries quarries and works with the Great Western Company's railway so as not to interfere with those sidings or the passage of traffic between the same and the said railway and shall carry Railway No. 2 over the railway of the Great Western Company in such a manner as not to interfere with the siding connecting the North Risca Colliery with that railway or with the passage of traffic thereover:

(7) The Company shall construct Railway No. 1 so as not to interfere with the brickworks and sidings numbered 100 in the parish of Risca on the deposited plans which connect those works with the Great Western Company's railway or with the passage of traffic over the said sidings to and between the brickworks and the Great Western Railway:

(8) The Company shall bear and on demand pay to the Great Western Company the reasonable expense of the employment by the Great Western Company during the making of Railways Nos. 1 and 2 adjoining and across and near to or affecting their railway and works of a sufficient number of inspectors watchmen and signalmen to be appointed by the Great Western Company for watching their railways and works and the conduct of the traffic thereon with reference to and during the execution of the intended works for preventing as far as may be all inter-

ference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise and if by reason of the construction of the said railways and works it shall become necessary to add to alter or remove any signal cabin signal posts signals telegraph and telephone posts and wires or other works on or connected with the railways of the Great Western Company or substitute other works therefor the Great Western Company shall carry out such additions alterations removal or substitution and the expense thereof shall be repaid to them by the Company forthwith on demand:

(9) The Company shall at all times maintain the said portions of Railways Nos. 1 and 2 and the works in connection therewith in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Great Western Company and if and whenever the Company fail so to do the Great Western Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as they reasonably think requisite in that behalf and the sum from time to time certified by their engineer to be the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of full repayment may be recovered by the Great Western Company from the Company:

(10) The Company shall bear and on demand repay to the Great Western Company the additional cost to which they may be put in widening and maintaining their Nine Mile Point branch on its southern side to accommodate two additional lines of way by reason of the construction of the portion of Railway No. 1 adjoining such branch between a point four miles from the commencement of that railway and its termination:

(11) The Company shall not make use of the existing sidings at Nine Mile Point to the prejudice of traffic passing between the Sirhowy Railway and the Great Western

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Company's railway but shall construct such additional sidings as shall be necessary for the exchange of traffic between the Sirhowy Railway and Railway No. 1 clear of such existing sidings and so as to leave space for any reasonable extension thereof Such sidings shall be so laid out as not to interfere with the exchange or passage of traffic between the Sirhowy Railway and the Great Western Railway:

(12) If in the opinion of the Great Western Company and of the Company or in the case of difference between them of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Great Western Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the Great Western Company all reasonable costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional costs and expenses shall in case of difference be determined by arbitration as hereinafter provided:

(13) If any difference shall arise between the Company and the Great Western Company respecting the matters and provisions aforesaid or any of them such difference shall be referred to and determined by an arbitrator to be agreed upon between the parties or failing agreement to be appointed on the application of either party by the Board of Trade.

For protection of Brecon and Merthyr Tydfil Junction Railway Company.

28. For the protection of the Brecon and Merthyr Tydfil Junction Railway Company (hereinafter called "the Brecon Company") the following provisions shall unless otherwise agreed upon between the Company and the Brecon Company have effect (that is to say):—

(1) In constructing Railway No. 1 where the same will pass under the goods yard the road approach to the station at Bassaleg and the lands of the Brecon Company

adjoining thereto the same shall be so executed and carried out as not to interrupt the traffic on the railway of the Brecon Company or to obstruct except so far as may be reasonably necessary during such construction the access to the said station or goods yard or to the sidings of the Brecon Company therein:

(2) The Company shall construct the bridge by which the railway of the Brecon Company is intended to be carried over Railway No. 1 at the point marked upon the deposited plans as indicating the distance measured from the commencement of Railway No. 1 of 1 mile 6 chains of a width between the parapets thereof of not less than twenty-six feet measured on the square Provided that if at any time hereafter the Brecon Company shall widen their railway the Company shall at the request of the Brecon Company widen such bridge to such width as may be necessary to enable the Brecon Company to lay one or as the case may be two additional lines of rail thereover:

(3) All works affecting the railway works and property of the Brecon Company shall be executed by the Company under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer for the time being of the Brecon Company and according to plans and drawings to be previously submitted to and reasonably approved by him or in case of difference by an arbitrator to be appointed as hereinafter provided Provided that if for twenty-eight days after such plans and drawings shall have been submitted to the said engineer he shall fail to give notice to the Company of his objections thereto he shall be deemed to have approved thereof:

(4) If in consequence of the execution of any of the works of the Company or the failure thereof any injury is caused to the railway works and property of the Brecon Company or to the public using the railway the Company shall make such reasonable compensation to the Brecon Company in respect of such injury or claim as shall failing agreement be determined by arbitration as hereinafter provided:

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(5) The Company shall bear and on demand pay to the Brecon Company the reasonable expense of the employment by the Brecon Company during the execution of the work affecting their railways of a sufficient number of inspectors watchmen and signalmen to be appointed by the Brecon Company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors:

(6) With respect to any land of the Brecon Company which the Company are by this Act authorised to use enter upon or interfere with the Company shall not purchase or take the same but the Company may purchase and take and the Brecon Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same:

(7) Any dispute or difference which may arise between the Brecon Company and the Company under this section shall be referred to and determined by an engineer or other fit person to be appointed (in default of agreement) by the Board of Trade on the application of the Brecon Company or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Deposit money not to be repaid except so far as railways are opened.

29. Whereas pursuant to the Standing Orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of fourteen thousand and eight hundred pounds two and a half per centum consolidated stock being equal to five per centum upon the amount of the estimate in respect of the railways has been transferred into the name of the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act (which stock is referred to in this Act as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or

survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railways open the same for the public conveyance of passengers and if the Company shall make default in so opening the railways the deposit fund shall be applicable and shall be applied as provided by the next following section Provided that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railways so opened bears to the entire length of the railways the High Court shall on the application of the depositors order the portion of the deposit fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of deposit.

30. If the Company do not previously to the expiration of the period limited for the completion of the railways complete the same and open them for the public conveyance of passengers then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the 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 High Court may seem fit And if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been

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appointed or the Company is insolvent or the undertaking has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be re-transferred to the depositors Provided that until the deposit fund has been re-transferred to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Tolls.

31. The Company may demand and take for the use of the railways by any other company or person with engines and carriages such reasonable tolls as they think fit.

Railways to be part of undertaking.

32. Subject to the provisions of this Act the railways shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the undertaking and the Company may demand receive and take in respect. thereof for the conveyance of merchandise thereon (including perishable merchandise by passenger train) the maximum rates and charges authorised by the Railway Rates and Charges No. 2 (Brecon and Merthyr Tydfil Junction Railway &c.) Order 1892 (which Order is scheduled to and confirmed by the Railway Rates and Charges No. 2 (Brecon and Merthyr Tydfil Junction Railway &c.) Order Confirmation Act 1892) and for the conveyance of passengers and parcels by passenger train the fares rates and charges authorised by the Pontypridd Caerphilly and Newport Railway Act 1878:

Provided that in respect of the conveyance of a consignment of perishable merchandise not exceeding fifty-six pounds in weight by passenger train the Company shall not be entitled to charge a higher rate than the maximum rate which they are authorised to charge for the conveyance of parcels of the same weight.

As to rates for mineral traffic.

33. After the completion of Railway No. 1 the Company shall be entitled to demand and take in lieu of the present rate of $1\frac{5}{16}d.$ charged in respect of the mineral traffic to and from the docks of the Company exchanged with the Great Western Railway Company such proportion of every through rate between any colliery and the said docks as shall be agreed between the Company and the Great Western Railway Company or as in

default of agreement shall be determined having regard to the facilities provided by the Company for dealing with such traffic and to all the circumstances of the case by the Railway and Canal Commission who in all proceedings relating to any matter of difference referred to them under this section shall have the same power as if it had been a matter referred to them in pursuance of the Railway and Canal Traffic Acts 1873 and 1888 or any Act amending the same.

Recovery of demands.

34. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Power to create stock.

35. The Company may from time to time for the purposes of this Act subject to the provisions of Part II. of the Companies Clauses Act 1863 create and issue in the form of stock additional capital to an amount not exceeding the nominal amount of two hundred and eighty thousand pounds entitled to dividend at the rate of five pounds per centum per annum (hereinafter referred to as "the prescribed dividend") and such stock when created and issued shall be separate and distinct from the consolidated ordinary stock of the Company authorised by the Alexandra (Newport and South Wales) Docks and Railway Act 1909 and shall be called the Newport and Sirhowy Railway Stock.

Receipt in case of persons not sui juris.

36. If any money is payable to a holder of Newport and Sirhowy Railway Stock being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Application of money raised.

37. All money raised under this Act shall be applied only to the purposes of this Act to which capital is properly applicable.

Working of railways.

38. The Company shall maintain work and manage the railways in the same manner in all respects as the other railways of the Company and so as fully and fairly to develop the traffic to from on and over the same.

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Application of receipts accruing from railways.

39.—(1) The gross receipts accruing from the railways shall be applied by the Company in each half-year in the manner and with the priorities following (that is to say):—

First As to fifty-five per centum thereof in payment of the expenses incurred by the Company in maintaining working and managing the railways;

Secondly As to the remaining forty-five per centum thereof in payment of the prescribed dividend on the Newport and Sirhowy Railway Stock.

(2) The "gross receipts accruing from the railways" shall comprise and consist of—

(*a*) The rates tolls fares and charges (less Government duty and the usual allowances made by the Railway Clearing House for cartage and delivery when these services are included in the rates) charged from time to time in respect of all traffic originating at any place on the railways and terminating at any other place on the railways;

(*b*) The full mileage proportion (after deducting the usual Clearing House terminals Government duty and "paid ons" and "paid outs" and any other payments due to other companies) of the rates tolls fares and charges charged from time to time in respect of all traffic other than traffic originating at any place on the railways and terminating at any other place on the railways;

(*c*) The amount received for station to station and other terminals according to Clearing House regulations for all traffic originating or terminating at any place on the railways;

(*d*) The amount received for advertisements bookstalls refreshment rooms and other concessions or privileges in respect of the railways;

(*e*) The whole or a fair proportion as the case may be of the amount received for the conveyance of mails and parcels on and over the railways and for wayleave and maintenance of telegraph or telephone poles and for commission upon telegraph or telephone messages on and over the railways;

(*f*) The rents of all superfluous lands connected with the railways;

(*g*) Any other receipts properly attributable to the railways.

(3) If in any half-year the said forty-five per centum of the gross receipts accruing from the railways is not sufficient to pay the prescribed dividend on the Newport and Sirhowy Railway Stock the Company shall out of the aggregate receipts accruing to the Company from the undertaking after payment of the dividend on the consolidated stock "A" and the consolidated stock "B" of the Company appropriate to the payment of the prescribed dividend on the Newport and Sirhowy Railway Stock such sum as may be necessary to pay the prescribed dividend If in any half-year the said forty-five per centum of the gross receipts accruing from the railways is more than sufficient to pay the prescribed dividend the excess shall be placed to the credit of the general revenues of the undertaking.

Railways exempt from mortgages on undertaking.

40. Subject to the provisions of the sections of this Act whereof the marginal notes are respectively "Working of railways" and "Application of receipts accruing from railways" the railways and the revenue arising therefrom and any superfluous lands connected therewith and the Newport and Sirhowy Railway Stock shall not be liable for any mortgage or debenture debt or other charge upon any part of the undertaking (other than the railways) or for the payment of interest thereon or chargeable with or liable for any debts or engagements or liabilities of the Company except such as are incurred by the Company directly in relation to the railways and the undertaking (other than the railways) and the revenue arising from such undertaking and any superfluous lands connected therewith and the capital of the Company (other than the Newport and Sirhowy Railway Stock) shall not be chargeable with or liable for any debts engagements or liabilities in respect of the railways.

Providing for separate accounts.

41. Separate accounts shall be kept by the Company of the capital and revenue of the railways and of the payments made in respect of the said capital and revenue in the same form as nearly as may be and subject to the same conditions as such accounts would be in and be kept if the railways belonged to an independent company.

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

42. 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

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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.

43. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act 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.

44. 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 SCHEDULE referred to in the foregoing Act.

PROPERTIES WHEREOF THE OWNERS MAY BE REQUIRED TO SELL PARTS ONLY.

Parish.	Numbers on deposited Plans.
Risca - - -	34 52 52A 52B 56 56A 57 100 101A 101B 102 and 105
Machen Upper - -	2

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