CHAPTER cxlviii.

An Act to authorise the Alexandra (Newport and South Wales) Docks and Railway Company to construct railways in the county of Monmouth and for other purposes. [7th August 1914.]

A.D. 1914.

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 by the Alexandra (Newport and South Wales) Docks and Railway Act 1911 (in this Act called "the Act of 1911") the Company were authorised to construct certain railways in the county of Monmouth respectively distinguished in the said Act as Railway No. 1 and Railway No. 2:

And whereas it is expedient that the Company should be empowered to abandon the construction of Railway No. 2 and certain portions of Railway No. 1 authorised by the Act of 1911 and to construct the railways hereinafter described and by this Act authorised:

And whereas it is expedient that the periods now limited for the compulsory purchase of lands for the purposes of the Act of 1911 and for the completion of the railways and works authorised by that Act should be extended as in this Act provided:

[*Price* 2*s.* 3*d.*]

A.D. 1914.

And whereas by the Alexandra (Newport and South Wales) Docks and Railway Act 1904 (in this Act called "the Act of 1904") and by the Alexandra (Newport and South Wales) Docks and Railway Act 1906 (in this Act called "the Act of 1906") the Company were authorised to extend their South Dock and to construct other works:

And whereas the dock extension and other works authorised by the Act of 1904 and the Act of 1906 are in course of construction and are expected to be completed at an early date and it is expedient that the periods now limited for the completion thereof should be extended as in this Act provided:

And whereas it is expedient that the other provisions contained in this Act should be made:

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 1914.

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 Railways Clauses Consolidation Act 1845; and

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

A.D. 1914.

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 in this Act unless the context otherwise requires—

"The Company" means the Alexandra (Newport and South Wales) Docks and Railway Company;

"The railways" means the railways and works authorised by this Act;

"The undertaking" means the undertaking of the Company;

"The Act of 1904" means the Alexandra (Newport and South Wales) Docks and Railway Act 1904;

"The Act of 1906" means the Alexandra (Newport and South Wales) Docks and Railway Act 1906;

"The Act of 1909" means the Alexandra (Newport and South Wales) Docks and Railway Act 1909;

"The Act of 1911" means the Alexandra (Newport and South Wales) Docks and Railway Act 1911;

"The deposited plans of 1911" means the plans deposited in respect of the Act of 1911.

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—

Railway No. 1 A widening of the railway of the Company 2 furlongs 4·70 chains or thereabouts in length wholly situate in the parish of Rogerstone in the rural district of Saint Mellons commencing by a junction with the Tredegar Park Mile Railway at a point 147 yards or thereabouts measured in a south-easterly direction along the said railway from the centre of the bridge carrying the said railway over the public road at Pye Corner and terminating by a junction with the railway of the

A.D. 1914.

Company at a point 27 yards or thereabouts measured in a westerly direction along the said railway from the centre of the bridge carrying the said railway over the public footpath leading from Bassaleg to Rogerstone:

Railway No. 2 A railway 2 furlongs 4·50 chains or thereabouts in length wholly situate in the parish of Graig in the rural district of Saint Mellons commencing by a junction with the railway of the Brecon and Merthyr Tydfil Junction Railway Company at a point thereon 237 yards or thereabouts measured along the said railway in an easterly direction from the first mile post situate to the west of Bassaleg Station and terminating by a junction with the Railway No. 1 authorised by and described in the Act of 1911 at a point 1 mile 2 furlongs 4 chains or thereabouts measured along the centre line of that railway from its commencement as marked on the deposited plans of 1911:

Railway No. 3 A railway 2 miles 1 chain or thereabouts in length commencing in the parish and urban district of Risca by a junction with the Railway No. 1 authorised by and described in the Act of 1911 at a point 4 miles 1 furlong 5 chains or thereabouts measured along the centre line of that railway from its commencement as marked on the deposited plans of 1911 and terminating in the parish of Machen Upper in the urban district of Bedwas and Machen by a junction with the Sirhowy Railway of the London and North Western Railway Company at a point thereon 1 chain or thereabouts measured along that railway in a south-westerly direction from the north-eastern end of the down or northern platform at Nine Mile Point passenger station.

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 eighteenth day of August one thousand nine hundred and fourteen.

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

A.D. 1914.

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

A.D. 1914.

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 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 properties 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 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 eighteenth day of August one thousand nine hundred and fourteen 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.

A.D. 1914.

Inclination of road.

10. In altering for the purposes of the Railway No. 3 authorised by this Act the public road numbered upon the deposited plans 36 in the parish of Risca the Company may make the same of any inclination not steeper than 1 in 15.

Height and span of bridges.

11. The Company may make the arches of the bridges for carrying the railways 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.
		RAILWAY NO. 1.		
3	Rogerstone -	Public -	16 feet	30 feet
		RAILWAY NO. 3.		
36	Risca - -	Public -	14 feet	20 feet
58	Risca - -	Public -	14 feet on northern side and 16 feet on southern side	20 feet

Power to divert road.

12. The Company may divert the road numbered upon the deposited plans 36 in the parish of Risca 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 so much of the existing road as will be rendered unnecessary by the new portion of road so shown on the said plans.

Stopping up road in case of diversion.

13. Where this Act authorises the diversion of a road and the stopping up of an existing road or portion thereof such stopping up shall not take place until the new road 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 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 seven days' notice in writing of their intention to apply for the same.

As from the completion of the new road 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 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 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.

As to repair of diverted road.

14. Any new road provided by the Company under the authority of this Act in substitution for any existing road 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 existing road in substitution for which or a portion of which such new road is provided.

Protection of gas and water mains of local authorities.

15. 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.

Lands for extra-ordinary purposes.

16. 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 five 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.

Tolls &c.

17. The provisions contained in sections 31 (Tolls) 32 (Railways to be part of undertaking) and 34 (Recovery of demands)

A.D. 1914.

of the Act of 1911 shall subject to the provisions of the section of this Act whereof the marginal note is "For protection of Lord Tredegar" extend and apply to the railways as if those sections had been re-enacted in this Act.

Company may apply funds towards purposes of Act.

18.—(1) The Railway No. 1 authorised by this Act and the works connected therewith shall subject to the provisions of the section of this Act whereof the marginal note is "For protection of Lord Tredegar" for all purposes be part of the existing railway of the Company and the Company may apply towards the construction thereof and to the other purposes of this Act incidental thereto to which capital is properly applicable any moneys which they are already authorised to raise (other than the moneys authorised to be raised by the Company under and for the purposes of the Act of 1911) and which may not be required by them for the purposes for which the same were authorised to be raised.

(2) The Railways Nos. 2 and 3 authorised by this Act and the works connected therewith shall for all purposes be part of the railways authorised by the Act of 1911 and the Company may apply towards the construction thereof and to the other purposes of this Act incidental thereto to which capital is properly applicable any moneys which they are by the Act of 1911 authorised to raise by the creation and issue of Newport and Sirhowy Railway Stock and which may not be required for the purposes of that Act.

Company to abandon portions of railways authorised by Act of 1911.

19.—(1) The Company shall abandon the construction of—

(*a*) so much of the Railway No. 1 described in and authorised by the Act of 1911 as lies (*a*) between its commencement therein described and the point of termination of the Railway No. 2 authorised by this Act and (*b*) between the point of commencement of the Railway No. 3 authorised by this Act and the termination of the said Railway No. 1 described in the Act of 1911; and

(*b*) the Railway No. 2 described in and authorised by the Act of 1911.

(2) In construing the Act of 1911 all references to the railways authorised by that Act shall be construed as references to the said railways as varied by this Act.

Compensation for damage to land by entry &c. for purposes of portions of railways abandoned.

20. The abandonment by the Company under the authority of this Act of any portion of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1911.

Compensation to be made in respect of portions of railways abandoned.

21. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Deposit fund of Act of 1911 to apply to railways.

22. The deposit fund referred to in sections 29 (Deposit money not to be repaid except so far as railways are opened) and 30 (Application of deposit) of the Act of 1911 shall subject to the provisions of this Act as to the release of a portion of such deposit apply to the railways as if the railways had originally formed part of the railways authorised by the Act of 1911 in respect of which such deposit was made.

Release of part of deposit fund.

23. Subject to the provisions of this Act and of section 30 (Application of deposit) of the Act of 1911 with respect to compensation to landowners or other persons injured and for the protection of creditors the High Court may and shall at

A.D. 1914.

any time after the passing of this Act on application by or on behalf of the depositors mentioned or referred to in section 29 (Deposit money not to be repaid except so far as railways are opened) of the Act of 1911 order that the sum of four thousand six hundred and ninety-six pounds Two-and-a-half per centum Consolidated Stock part of the deposit fund referred to or mentioned in the said section 29 (being equal to five per centum on the amount that the estimate for the Railway No. 2 and the portions of the Railway No. 1 authorised by the Act of 1911 and by this Act authorised to be abandoned exceeds the estimate for the railways) and the interest or dividends thereon to be paid or transferred to the depositors or their assignees or to any other persons or person whom they or he may appoint in that behalf and upon such order being made the said sum and the interest or dividends thereon shall be paid or transferred to such persons or person accordingly.

Extension of time for compulsory purchase of lands and completion of railways authorised by Act of 1911.

24.—(1) The period limited by the Act of 1911 for the compulsory purchase of lands for the purposes of that Act is hereby extended until the eighteenth day of August one thousand nine hundred and seventeen and section 5 (Period for compulsory purchase of lands) of the Act of 1911 shall be read and have effect accordingly.

(2) The period limited by the Act of 1911 for the completion of the railways and works described in and authorised by that Act is hereby extended until the eighteenth day of August one thousand nine hundred and nineteen and sections 9 (Period for completion of railways) 29 (Deposit money not to be repaid except so far as railways are opened) and 30 (Application of deposit) of the Act of 1911 shall be read and have effect accordingly.

Extension of time for completion of works authorised by Acts of 1904 and 1906.

25. The periods respectively limited by section 12 (Period for completion of works) of the Act of 1904 for the completion of the dock extension and other works described in and authorised by that Act and by section 14 (Period for completion of works) of the Act of 1906 for the completion of the lock entrance and other works described in and authorised by that Act as extended by section 20 (Extension of time for completion of works authorised by Acts of 1904 and 1906) of the Act of 1909 are hereby further extended until the fifteenth day of August one thousand nine hundred and eighteen and the said sections shall be read and have effect accordingly.

A.D. 1914.

As to existing railway of Company at Pye Corner.

26. If at any time hereafter the existing railway of the Company (including the portion of the Tredegar Park Mile Railway given up for the use of the Company) at and near the point where it crosses the public road at Pye Corner in the parish of Rogerstone in the rural district of Saint Mellons is deviated so as to pass over that road by means of the bridge carrying the Railway No. 1 authorised by this Act thereover such deviation shall except so far as the same is situate in Tredegar Park be deemed for the purpose of tolls rates and charges and all other purposes to form part of the existing railways and of the undertaking of the Company and so far as the same is situate in Tredegar Park shall be deemed to form part of the portion of the Tredegar Park Mile Railway which is given up for the use of the Company and shall be the property of and be vested in the owners for the time being of the Tredegar settled estates.

For protection of Lord Tredegar.

27. For the protection of the Right Honourable Courtenay Charles Evan Lord Tredegar and his sequels in estate and other the owner or owners for the time being of the Tredegar settled estates (all of whom are in this section referred to as and included in the expression "the owners") the following provisions shall unless otherwise agreed between the owners and the Company have effect (that is to say):—

(1) The Company before commencing the construction of the portion of the Railway No. 1 by this Act authorised which will be situate south-eastward of the north-west boundary of Tredegar Park shall submit to the engineer for the time being of the owners detailed plans sections and specifications of the said portion of Railway No. 1 for his approval and if the said engineer does not signify in writing his approval or disapproval of such plans sections and specifications or any amendment or alteration thereof within one month after the same have been submitted to him he shall be deemed to have approved thereof and if the said engineer within the period aforesaid disapprove of such plans sections and specifications or require any alterations or amendments thereof which in the opinion of the engineer of the Company are unreasonable the plans

A.D. 1914.

sections and specifications shall be submitted to and settled by a single arbitrator to be appointed as hereinafter mentioned:

(2) The said portion of Railway No. 1 shall be constructed strictly in accordance with the plans sections and specifications so approved or deemed to be approved by the engineer of the owners or as the case may be settled by an arbitrator and in such manner as such engineer shall reasonably direct and when constructed shall become the property of and vested in the owners and be deemed to be part of the Tredegar Park Mile Railway which is given up for the use and in the occupation of the Company:

(3) The Company shall not under the powers of this Act or the Act of 1911 acquire any land forming part of Tredegar Park or use more of such land than is necessary for the purpose of constructing Railway No. 1 by this Act authorised and a deviation of part of the Tredegar Park Mile Railway which is reserved for the use and in the occupation of the Company:

(4) Any plans sections and specifications which are required under subsection (1) of this section to be settled by an arbitrator and any difference which may arise between the Company and the owners as to the reasonableness of any directions of the engineer of the owners under subsection (2) of this section or as to what or how much land is reasonably necessary to be used for the purposes mentioned in subsection (3) of this section shall be referred to a single arbitrator to be agreed on between the Company and the owners or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers:

(5) In respect of all traffic coming from going to or destined for places on or beyond the railways authorised by the Act of 1911 or the Railways No. 2 and No. 3 authorised by this Act or places in the Sirhowy Valley or the Western Valleys (Monmouthshire) and passing over the portion of the Tredegar Park Mile Railway given up for the use of the Company (including the said portion of the

said Railway No. 1) the Company and all companies and persons using the railways of the Company or any part thereof shall in lieu of the tolls payable under section 13 of the Alexandra (Newport and South Wales) Docks and Railway Act 1896 pay to the owners of the Tredegar Park Mile Railway for the use of the portion of that railway given up for the use of the Company tolls not exceeding those from time to time payable in respect of traffic of the like description passing over the portion of the Tredegar Park Mile Railway which the Great Western Railway Company are entitled to use Provided that if at any time the Great Western Railway Company or any other company shall become entitled either by agreement or otherwise to carry traffic of the like description over any portion of the Tredegar Park Mile Railway at lower tolls than those paid in respect of the portion of that railway which the Great Western Railway Company are entitled to use the Company and all companies and persons using the railways of the Company or any part thereof shall pay the same tolls as are paid by the Great Western Railway Company or such other company.

For protection of Monmouthshire County Council.

28. For the protection of the county council for the administrative county of Monmouthshire (in this section referred to as "the county council") the following provisions shall notwithstanding anything shown on the deposited plans and sections and unless otherwise agreed upon in writing between the Company and the county council have effect (that is to say):—

(*a*) If the additional bridge referred to in the section of the Great Western Railway Act 1914 the marginal note whereof is "For protection of Monmouthshire County Council" shall have been constructed the powers conferred upon the Company by this Act to construct a bridge for the purpose of carrying Railway No. 1 by this Act authorised over the Newport and Bedwas main road near Pye Corner shall not be exercised but if such additional bridge shall not have been constructed the Company may either alone or in conjunction with the Great Western Railway Company

A.D. 1914.

carry the said railway over such road by means of a bridge which shall be constructed within the limits of deviation shown on the deposited plans and so as to leave an open space between such bridge and the existing bridge carrying the Monmouthshire (Western Valleys) Railway and the railway of the Company over the said road of not less than three hundred and fifty superficial feet and the Company shall not widen the existing bridge:

(*b*) The new bridge shall be so constructed as to provide a span between the abutments of not less than thirty-five feet with the underside of the superstructure (if a girder bridge) or the soffit of the arch (if an arch bridge) at a level not lower than that of the underside of the girder on the south-western side of the existing bridge:

(*c*) The new bridge shall in other respects be constructed to the reasonable satisfaction of the county council and shall so far as is reasonably practicable be finished and maintained by the Company in such a manner as to prevent the dripping of water on to the roadway or footpaths beneath the same:

(*d*) 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 at the request of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to the reference.

For protection of Risca Urban District Council.

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

(1) Notwithstanding anything shown upon the deposited plans of 1911 the Company shall not in constructing the Railway No. 1 authorised by the Act of 1911 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 said railway or with the public road numbered 31 in the said parish:

(2) The Company shall in constructing the said Railway No. 1 deviate the right of way shown on the deposited plans of 1911 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 the said Railway No. 1 on the level:

(3) In constructing the said Railway No. 1 the Company shall carry the footpath shown upon the deposited plans of 1911 as crossing the said Railway No. 1 at the point marked on such plans as indicating the distance from the commencement of that railway of 3 miles 2 furlongs 1 chain or thereabouts over the said railway by means of a footbridge not less than six feet in width and the footpath shown upon the deposited plans of 1911 as crossing the said Railway No. 1 at the point marked on such plans as indicating the distance measured from the commencement of that railway of 3 miles 4 chains or thereabouts across the said railway on the level The Company shall erect and thereafter maintain wicket gates on either side of the said railway across the said last-mentioned footpath:

(4) Notwithstanding anything shown upon the deposited plans the Company shall not in constructing the Railway No. 3 authorised by this Act permanently interfere with the line or level of the public road numbered upon those plans 2 in the parish of Risca:

(5) The Company shall provide a subway under the said Railway No. 3 at a point marked upon the deposited plans as indicating the distance of eleven chains or thereabouts from the commencement of that railway

A.D. 1914.

so as to afford access from the footpath on the property numbered upon the deposited plans 18 in the parish of Risca:

(6) If the Company divert the River Ebbw so as to pass through the property numbered upon the deposited plans 16 in the parish of Risca the Company shall provide adequate river walls on both sides of such diversion to the reasonable satisfaction of the council:

(7) In the event of the Company interfering with the public footpaths crossing the properties numbered upon the deposited plans 16 and 18 in the parish of Risca the Company shall provide substituted footpaths to the reasonable satisfaction of the council:

(8) The said Railway No. 3 shall notwithstanding anything shown upon the deposited plans be carried over the road numbered upon the deposited plans 28 in the parish of Risca by means of a bridge having a span and height of not less than ten feet and eight feet respectively:

(9) In executing the diversion of the public road numbered upon the deposited plans 36 in the parish of Risca the Company shall so far as is reasonably practicable improve the curve of such diversion and shall construct the diverted road of a width of not less than twenty feet throughout and the gradients thereof shall be not steeper than 1 in 15:

(10) Before commencing the diversion of the River Ebbw on the property numbered upon the deposited plans 37 in the parish of Risca the Company shall submit to the engineer to the council for his reasonable approval a plan of such diversion and if within twenty-one days of the receipt of such plan the said engineer does not signify his disapproval of such plan he shall be deemed to have approved thereof The said diversion shall follow as nearly as may in the opinion of the engineer of the Company be reasonably possible the foot of the slope of the embankment carrying the said Railway No. 3 along the southern boundary of the said property numbered 37 and the Company shall only acquire so much of such property as shall be required for the purposes

of this Act The Company shall for the protection of the property of the council on the northern side of the river provide an adequate river wall on the north side of such diversion to the reasonable satisfaction of the council:

(11) The Company shall not permanently interfere with the footpath and bridge on the property numbered upon the deposited plans 43 in the parish of Risca giving access to the colliery and houses on the south side of the said Railway No. 3 to a greater extent than may be reasonably necessary for the construction of the said Railway No. 3 and of any diversion of the River Ebbw in connection therewith:

(12) The Company shall carry the public footpath on the property numbered upon the deposited plans 53 in the parish of Risca across the said Railway No. 3 on the level and the gradients of the approaches to the level crossing shall be as easy as is reasonably practicable The Company shall erect and thereafter maintain wicket gates on either side of the said railway across the said footpath:

(13) The arch of the bridge carrying the said Railway No. 3 over the public road numbered upon the deposited plans 58 in the parish of Risca shall be constructed of a span of not less than twenty feet and a height not less than sixteen feet on the southern side thereof:

(14) The Company shall carry the road on the property numbered upon the deposited plans 99 in the parish of Risca across the said Railway No. 3 on the level and shall not increase the gradient of such footpath:

(15) The Company shall in constructing the river diversion on the property numbered upon the deposited plans 90 in the parish of Risca provide adequate river walls to protect both sides of such diversion:

(16) If the Railway No. 1 authorised by the Act of 1911 or the Railway No. 3 authorised by this Act 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

A.D. 1914.

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 said 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:

(17) 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 authorised by the Act of 1911 and this Act 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:

(18) If in the construction of the railways authorised by the Act of 1911 and 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 not to impede the flow of water in such stream or watercourse:

(19) 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:

(20) Section 22 (For protection of Risca Urban District Council) of the Act of 1911 is hereby repealed.

A.D. 1914.

For protection of Saint Mellons Rural District Council.

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

(1) The Company shall not interfere with the existing sewer manholes overflow chambers and other works of the council in the parish of Graig or commence the construction of any part of the Railway No. 2 authorised by this Act or any works in connection therewith which would be over or within six feet of such sewer and other works of the council unless and until a substituted sewer and other works have been constructed and completed and are ready for use in accordance with the provisions of this section:

(2) Such substituted sewer shall consist of cast-iron pipes of not less than nine inches in diameter and shall be carried under the works and property of the Company through a culvert of not less than four feet in diameter and such sewer and culvert shall be constructed strictly in accordance with plans sections and specifications to be previously approved by the council's surveyor or (if he unreasonably withholds his approval) by an arbitrator to be appointed as hereinafter provided:

(3) Such plans sections and specifications shall be submitted to the said surveyor not less than twenty-eight days before the sewer or culvert are commenced and if the said surveyor does not signify his approval or disapproval of such plans sections and specifications within twenty-one days after they shall have been submitted to him he shall be deemed to have approved thereof:

(4) The Company shall give to the said surveyor not less than seven days' notice in writing of the date on which they intend to commence the construction of such substituted sewer and culvert or any works in connection therewith and such sewer culvert and other works shall be executed and completed to the

A.D. 1914.

reasonable satisfaction of the said surveyor and under his superintendence if he elects to attend:

(5) The connections between the substituted sewer and the existing sewer of the council at both ends shall if the said surveyor so desire be made by the council and the Company shall repay to the council the reasonable cost of making such connections:

(6) The Company shall also to the reasonable satisfaction of the said surveyor take up reinstate and connect with the substituted sewer such overflow chambers and other works connected with the existing sewer as may be interfered with by the Company as the said surveyor may reasonably require:

(7) When such substituted sewer shall have been completed and such overflow chambers and other works have been reinstated and connected therewith in accordance with the foregoing provisions of this section they shall vest in and become the property of the council and the Company shall be at liberty if they so desire to take up the portion of the existing sewer for which such substituted sewer shall have been provided:

(8) The council shall be entitled free of charge to an easement or right of using the said culvert for the purpose of maintaining examining and cleansing such substituted sewer and of enlarging the same if required and of laying such additional sewers and other works as they may from time to time require to lay:

(9) The Company shall in constructing the said Railway No. 2 over the stream crossing the property numbered upon the deposited plans 28 in the parish of Graig construct and thereafter maintain a culvert or other works so as not to impede the flow of water in such stream:

(10) The footpath in the parish of Graig shown upon the deposited plans as crossing the said Railway No. 2 at a point $9\frac{1}{2}$ chains or thereabouts from its commencement shall be diverted by the Company and carried along the side of the Company's railway

embankment in the manner indicated and as nearly as reasonably practicable (having regard to the position in which such embankment may be constructed) in the line and at the levels shown on the plan and section signed by Gomer Sweeting Morgan on behalf of the council and by Robert Elliott-Cooper on behalf of the Company and shall at the point shown on the said plan be carried under the said railway by means of a subway having a clear width throughout of not less than six feet and a clear headway of not less than nine feet above the surface of the footpath thereunder and the Company shall make provision to the reasonable satisfaction of the council for the drainage of the footpath under such subway and for preventing the dripping of water from such subway on to the footpath:

(11) In the event of the Company extending the subway which carries the footpath leading from Rogerstone to Bassaleg bridge under the railway of the Company near the River Ebbw such extension shall have a clear headway throughout of not less than ten feet and a clear width of not less than that of the existing subway and if such subway shall be extended by more than ten feet in length the Company shall to the reasonable satisfaction of the council provide a light and air space having a clear area of not less than twenty-five square feet The Company shall also take all such precautions as may be reasonably necessary to prevent the dripping of water on to the footpath under the extended subway:

(12) If any difference shall arise between the council or their surveyor 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 President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Western Valleys

31. For the protection of the Western Valleys (Monmouthshire) Sewerage Board (hereinafter called "the board") the

A.D. 1914.

(Monmouthshire) Sewerage Board.

following provisions unless otherwise agreed between the Company and the board shall have effect:—

(1) Subject as hereinafter provided if in constructing the Railway No. 3 authorised by this Act the same is intended to cross or overlie any existing brick concrete or stoneware sewer of the board the Company shall either divert such sewer or substitute therefor a steel pipe of the same internal diameter founded on and surrounded by Portland cement concrete and such diversion or substitution shall be according to plans and sections to be previously submitted to and reasonably approved by the engineer to the board and the work shall be carried out to the reasonable satisfaction in all respects of such engineer:

(2) If in carrying out the diversion of the Rivers Ebbw or Sirhowy by this Act authorised the Company interfere with the existing sewer of the board they shall divert the sewer clear of such river diversion and shall provide where requisite substitutes for the existing manholes according to plans and sections to be previously submitted to and reasonably approved by the board's engineer:

(3) 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 works and property of the board and sewers connected thereto 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 of the board:

(4) In constructing any of the works by this Act authorised the Company shall before interfering with any manhole giving access to the sewer of the board give to the board fourteen days' notice in writing of their intention so to do and shall make proper alterations to such manhole or provide such substitute therefor as will give reasonable access to the said sewer:

A.D. 1914.

(5) 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 any existing sewer or works 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:

(6) The Company shall at all reasonable times permit the board their officers agents servants workmen and contractors with or without material to have free and uninterrupted access to any part of the sewer and works connected therewith which lie within the boundaries or limits of the property of the Company:

(7) The Company in carrying out the diversion strengthening substitution or reconstruction of the board's sewers shall take all reasonable precaution for preventing any material interruption in the flow of sewage through such sewers and sewers connected thereto:

(8) The Company shall pay on demand to the board the reasonable costs incurred by the board in watching and superintending the diversion substitution strengthening or reconstruction of the board's sewers by the Company and the execution of any works of the Company over under or adjacent to any sewer or works of the board:

(9) 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:

(10) Section 23 (For protection of Western Valleys (Monmouthshire) Sewerage Board) of the Act of 1911 is hereby repealed.

For protection of Southwood

32. For the protection of Southwood Jones and Company Limited (hereinafter referred to as "the limited company") the

A.D. 1914.

Jones and Company Limited.

following provisions shall unless otherwise agreed upon in writing between the limited company and the Company apply and have effect (that is to say):—

(1) The plan dated the twentieth day of March one thousand nine hundred and fourteen and signed by Robert Elliott-Cooper on behalf of the Company and by Vernon Harcourt Llewellyn on behalf of the limited company shall be substituted for the plan referred to in subsections (5) and (6) of section 24 (For protection of Southwood Jones and Company Limited) of the Act of 1911 and for the plan attached to an agreement dated the twentieth day of March one thousand nine hundred and eleven made between the Company and the limited company and the said section 24 (as amended by this section) and the said agreement shall be read and construed as if the said plan dated the twentieth day of March one thousand nine hundred and fourteen was the plan referred to in the said section 24 and the said agreement:

(2) The provisions of the said section 24 and the said agreement shall continue to apply to and in respect of so much of the Railway No. 1 authorised by the Act of 1911 as is not abandoned under the provisions of this Act and shall also extend and apply to and in respect of the Railway No. 3 authorised by this Act as if that railway had been referred to in the said section 24 and the said agreement instead of the Railway No. 2 authorised by the Act of 1911:

(3) The provisions of subsection (5) of the said section 24 shall extend and apply not only to so much of the Railway No. 1 authorised by the Act of 1911 as is therein mentioned and is not abandoned under the provisions of this Act but also to so much of the Railway No. 3 authorised by this Act as will be situate between the points marked A and B upon the said plan dated the twentieth day of March one thousand nine hundred and fourteen:

(4) The provisions of the section of this Act of which the marginal note is "Compensation to be made in respect of portions of railways abandoned" shall not

apply to either the said agreement or an agreement dated the fourteenth day of June one thousand nine hundred and twelve and made between the limited company the Company and the Great Western Railway Company and the said first-mentioned agreement shall except in so far as the same is varied by the provisions of this section remain in full force and effect.

For protection of Great Western Railway Company.

33. For the protection of the Great Western Railway Company (hereinafter in this section referred to as "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 Railway No. 3 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 (which said Railway No. 3 and works in connection therewith are hereinafter referred to as "the said portion of the railway and works") 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 the said portion of the railway and works 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 clear span of the width of sixty-nine 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

A.D. 1914.

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 the railway and works and any temporary works in connection therewith 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 the railway and works 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 portion of the railway and works and any temporary works in connection therewith 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 said lands as may be necessary for the construction of the said portion of the railway and works in accordance with the provisions of this section Provided that the Great Western Company shall not be bound to grant any such easement or right of using

such lands for the purpose of the construction of the said portion of the railway and works 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 northern 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 on the northern side by reason of the user by the Company of such lands :

(6) The Company shall construct and maintain the said portion of the railway and works 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 prejudicially affect those sidings or the passage of traffic between the same and that railway and if the said portion of the railway and works shall cross the siding connecting the North Risca Colliery with the railway of the Great Western Company the Company shall carry the same over or under such siding by means of bridges constructed so as not to prejudicially affect the passage of traffic over such siding :

(7) The Company shall construct the said portion of the railway and works so as not to prejudicially affect the sidings numbered 11 and 18 in the parish of Risca on the deposited plans for that railway which connect the Warn Fawr brickworks with the Great Western Company's railway or the passage of traffic over the said sidings between the brickworks and the Great Western Railway :

(8) The provisions of Article 3 of the agreement dated the fourteenth day of June one thousand nine hundred and twelve and made between Southwood Jones and Company Limited of the first part the Company of the second part and the Great Western Company of the third part shall apply to the construction of the said portion of the railway and works as if that

A.D. 1914.

portion were referred to in the said Article instead of the railways authorised by the Act of 1911 and the easement to be granted to the Company thereunder shall include an easement over the land hatched red as well as the land coloured pink on the plan attached to the said agreement:

(9) The Company shall not enter upon take or use any portion of the land coloured yellow and blue on the plan signed by Robert Elliott-Cooper on behalf of the Company and William Wylie Grierson on behalf of the Great Western Company or of the land which the Great Western Company have acquired for the purposes of Railway No. 6 authorised by the Great Western Railway (General Powers) Act 1909 edged green on the said plan and the Company shall in carrying out the diversion of the River Ebbw by this Act authorised at or near the said portion of the railway and works construct and thereafter maintain such protective works as the engineer of the Great Western Company may reasonably require so as to prevent the said Railway No. 6 when constructed being injuriously affected by or consequent on such diversion:

(10) The Company shall bear and on demand pay to the Great Western Company the reasonable expenses (including compensation payable to any workmen or their legal representatives or dependents who may be injured or killed whilst employed by the Great Western Company in and about the said portion of the railway and works) of the employment by the Great Western Company during the construction of the said portion of the 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 said portion of the railway and works 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 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 portion of the railway 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:

(11) The Company shall at all times maintain the said portion of the railway and works 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 and any compensation payable as aforesaid to any workmen or their legal representatives or dependents 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:

(12) 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 Company's railway but shall construct such additional sidings as shall be necessary for the exchange or passing of traffic between the Sirhowy Railway and Railway No. 3 by this Act authorised 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 passing of traffic between the Sirhowy Railway and the Great Western Railway:

A.D. 1914.

(13) In constructing the said Railway No. 3 the Company shall not prejudicially affect any siding or sidings belonging to the Great Western Company at or near to Nine Mile Point and in the event of the Great Western Company desiring the tramway numbered 3 upon the deposited plans in the parish of Machen Upper to be relaid the Company shall permit such relaying across and on the level of the said Railway No. 3 and shall afford all necessary facilities for such purpose and for the traffic between the said tramway and the railway of the Great Western Company free of charge and the said Railway No. 3 shall be so constructed and at all times maintained as to permit of the said tramway being at any time relaid accordingly:

(14) 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:

(15) 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 President of the Institution of Civil Engineers and the provisions of

the Arbitration Act 1889 shall apply to any such reference:

(16) Section 27 (For protection of Great Western Railway Company) of the Act of 1911 is hereby repealed.

For protection of London and North Western Railway Company.

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

(1) The junction of the Railway No. 3 authorised by this Act 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 reasonably be put to by reason or in consequence of the construction of the said Railway No. 3 shall be repaid to them by the Company:

(4) The Company shall repay to the North Western Company any expense reasonably incurred by them in making any additions or alterations to their Nine Mile Point Station by reason or in consequence of the construction of the said Railway No. 3 or of the traffic of the Company:

(5) 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

A.D. 1914.

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 the said Railway No. 3 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 of such act or omission:

(6) 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 the said Railway No. 3 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:

(7) 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 the said Railway No. 3 and such exchange sidings as may be reasonably necessary in connection therewith:

(8) 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 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 applica-

tion of the Company or the North Western Company and the provisions of the Arbitration Act 1889 shall apply to any such reference:

(9) Section 26 (For protection of London and North Western Railway Company) of the Act of 1911 is hereby repealed.

For protection of Barry Railway Company

35. For the protection of the Barry Railway Company (hereinafter in this section referred to as "the Barry Company") the following provisions shall unless otherwise agreed upon in writing between the Barry Company and the Company apply and have effect (that is to say):—

(1) The Company shall not in constructing so much of the Railway No. 3 authorised by this Act as lies between points respectively 1 mile 3 chains and 2 miles or thereabouts measured along the centre line of that railway from its commencement as marked on the deposited plans deviate the same northward beyond the limit of deviation shown in blue upon the plan dated the seventh day of April one thousand nine hundred and fourteen signed by Robert Elliott-Cooper on behalf of the Company and by William Waddell on behalf of the Barry Company:

(2) The Barry Company shall not in constructing the Railway No. 9 authorised by the Barry Railway Act 1907 deviate the same southward beyond the said limit of deviation shown in blue upon the said plan:

(3) If any difference shall arise between the Barry Company 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 President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Provision as to general Railway Acts.

36. 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

A.D. 1914.

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.

37. 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.
RAILWAY NO. 3.	
Risca - - - - - - - - - -	1 11 and 46.

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