CHAPTER cli.

An Act for amending the Acts relating to the undertaking of the Alexandra (Newport) Dock Company; and for other purposes. [21st July 1873.]

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WHEREAS on or about the twenty-first day of December one thousand eight hundred and sixty-four heads of agreement dated that day were made between the Right Honourable Charles Morgan Robinson, Lord Tredegar (in this Act called Lord Tredegar), on his own behalf and on behalf of the trustees of his family settlement, dated the twenty-sixth day of November one thousand eight hundred and forty-four, and all persons interested thereunder on the one part, and Thomas Brown and the five other persons therein named and described and therein-after called the promoters, on the other part:

And whereas the preamble of the said heads of agreement (in this Act called the land agreement of 1864) contained recitals to the effect following; (namely,)

That application was intended to be made to Parliament in the then next session to incorporate the promoters and others into a company, with powers to construct docks and works upon lands forming part of Lord Tredegar's settled estates situate on the western side of the river Usk in the parish of Saint Woollos in the county of Monmouth, the plans and sections of which works had been duly deposited, and Lord Tredegar, with the view of promoting and facilitating the construction of the docks, which, if made, would greatly improve his settled estates in the county of Monmouth, was willing to convey to the proposed company, in the event of the requisite Parliamentary authority being obtained for that purpose, all or so much of the lands in Saint Woollos, containing two hundred acres or thereabouts, part of the settled estates, and shown on the deposited plans, as might be required for constructing, working, and maintaining the intended docks and works, and for ship-

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yards and other conveniences, and also, if empowered by Parliament, to convey to the Company all lands, parts of the settled estates, and shown on the deposited plans, required for the construction of branch railways to connect the docks with the railways therein mentioned, and to grant to the Company a right to construct the reservoir and pipe or aqueduct shown on the deposited plans, and to permit water to flow into the reservoir for the supply of the docks of the quantity therein mentioned, and a right to deposit, free of charge, ballast as therein mentioned on lands, parts of the settled estates, and shown on the deposited plans, comprising an area of ninety-three acres or thereabouts;

That the plans annexed to that agreement showed the lands containing two hundred acres or thereabouts which were thereon coloured pink, and the land required for the construction of railways which was thereon coloured pink, and the site of the intended reservoir and the line of pipe or conduit which were thereon also coloured pink, and the lands containing ninety-three acres or thereabouts which were thereon coloured brown:

And whereas by the land agreement of 1864 it was (among other things) agreed to the effect following; (namely,)

That the agreement was subject to the sanction of Parliament;

That the promoters should in the next session apply for the requisite powers to make and maintain the intended docks and works shown on the deposited plans in the lands shown thereon;

That Lord Tredegar with all other necessary parties claiming under his settlement would, in the next session, at his expense, apply for and use his best endeavours to obtain a private Act to authorise the conveyance to the intended Company, if the Act for the construction of the docks were obtained, of the lands and rights mentioned in the therein preceding recitals, and if the requisite Parliamentary authority were obtained those lands and rights should be conveyed to the Company accordingly, but subject and without prejudice to the other rights therein mentioned;

That part of the land included in the area allotted for the deposit of ballast was situate in the parish of Bassalleg and was not accessible until a cut was made at the points marked AA. upon the annexed plan to divert the course of the river Ebbw, and the Company should, at their expense, make this cut when they had acquired Parliamentary powers for that purpose and required the land for deposit of ballast:

And whereas by the same agreement it was further agreed (among other things) to the effect following; (namely,)

That the consideration for the conveyance to the Company should be a perpetual yearly rentcharge payable by them or the lessees or assigns of their undertaking and property and charged upon the lands conveyed and the tolls or rates to be made payable under the Act, and should be recoverable in manner provided by section eleven of the Lands Clauses Consolidation Act, 1845, and also by the appointment of a receiver as for the recovery of arrears of interest under sections fifty-three and fifty-four of the Companies Clauses Consolidation Act, 1845, and the amount of the rentcharge should be ten shillings a year and such further yearly sum as should be equal to the sum or sums therein-after agreed to be paid as a portion or portions of the rentcharge, and the rentcharge should be paid by half-yearly payments as therein mentioned, and should be limited to such uses and upon such trusts as were from time to time subsisting of and concerning the settled estates of which the lands taken possession of by the Company then were part:

And whereas the same agreement contained divers provisions regulating the calculation and payment of the rentcharge, one of the portions thereof being stipulated to be a part of the rent to be received by the Company on letting lands and another of the portions thereof being stipulated to be a royalty of one halfpenny for every ton of iron and other articles exported or imported from or to any part of the lands to be conveyed:

And whereas by the same agreement (articles twelve and thirteen) it was further agreed to the effect following; (namely,)

That the Act confirming the agreement should provide for the reverter of the lands to be conveyed in the cases following, (that was to say,) if at any time after ten years after the passing of the Act the undertaking by the Act authorised were abandoned, then the whole of the lands taken by the Company under the agreement should revert, and if at any time after ten years after the passing of the Act the lands taken by the Company under the agreement or any part thereof, not being less than two acres lying together, should remain for seven consecutive years thereafter not used for any of the purposes of or authorised by the Act or the agreement, then and in every such case the lands so not used should revert, and should contain all such other clauses, powers, and provisions as should be deemed necessary or proper, and as should be permitted by Parliament for the purpose of enabling the necessary parties

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to do all such things as should be necessary for carrying into effect the stipulations of the agreement, and as should be necessary or proper for securing to them the full benefit of the agreement:

And whereas by the same agreement it was further agreed (among other things) to the effect following; (namely,)

That in the first conveyance to the Company should be contained such covenants by the Company for themselves and for the lessees and assigns of their undertaking and property, and such conditions and other provisions as should be proper and sufficient for securing to the parties entitled to or interested in the rentcharge and their respective representatives the full benefit of that agreement, including the covenants, conditions, or provisions binding the Company and their lessees and assigns to keep accounts, and other provisions therein specified:

And whereas by the same agreement it was further agreed (among other things) in the words following;. (namely,)

22. Lord Tredegar and his sequels in estate shall have the possession and enjoyment of such parts of the lands herein-before agreed to be provided either for construction of works or for depositing ballast as from time to time the Company do not require the possession of for the purposes of their works:

And whereas by the same agreement it was further agreed (among other things) in the words following; (namely,)

23. The plan annexed hereto shows the lands in the parish of Saint Woollos extending from the area coloured pink to the mouth of the Usk river, and the plan also shows a portion of land in Bassaleg parish which might be cut off by a diversion of the river Ebbw and added to the Saint Woollos lands, as also shown upon the plan, and the area of the above land is three hundred and thirteen acres or thereabouts. The whole of that area except twenty-eight acres or thereabouts is part of the settled estates of Lord Tredegar, therefore if the Company make the first-mentioned dock they shall have the following rights and powers conferred upon them in respect of those further lands, viz.: That Lord Tredegar and all persons interested therein shall at any time within twenty years from the passing of the Act for the construction of the first-mentioned dock convey and assure to the Company so much of those lands coloured yellow upon the plan, and which contain an area of two hundred and thirteen acres or thereabouts, as the Company shall demand for the construction, maintenance, and working of any further dock which they, from the requirements

of the trade find it expedient to construct, and also shall grant to the Company the right to deposit and lay ballast, free of charge, upon the area of land surrounded with an outline coloured blue upon the plan to the height of nine feet above the level of the quay, and the Company shall use their best endeavours to obtain the requisite Parliamentary authority to pay Lord Tredegar and his sequels in estate corresponding additional rent, charges, and tolls, to those herein-before agreed to be reserved and secured for the first-mentioned lands, with this addition, that if the Company construct or permit to be constructed any wharf along the front of the river Usk for the loading or unloading of goods, wares, or merchandise thereat they shall pay to Lord Tredegar and his sequels in estate a tonnage or rentcharge of one penny per ton instead of one halfpenny for all goods loaded or unloaded at that frontage, the same being the twenty-third article of the agreement:

And whereas by the same agreement it was further agreed (among other things) to the effect following; (namely,)

That until the Company required the possession of the land comprised in the twenty-third article Lord Tredegar or his sequels in estate should not be prohibited from letting any part thereof for his and their own benefit for the purposes therein mentioned, and he and they should also have a power to grant as therein mentioned the privilege of depositing ballast, but in making those leases and dispositions nothing should be done which would prevent the Company extending their docks and quays on the further area agreed on as the same docks and quays were shown on the plans annexed thereto by dotted red lines thereon, nevertheless it was distinctly understood and agreed that all leases and other dispositions so made should be subject to the right of the Company to have the benefit and enjoyment thereof on their taking the conveyance of the demised premises after they had obtained the authority of Parliament to construct further or additional docks on that area;

That the clauses and agreements therein-before contained should, so far as they were applicable, be extended to the lands to be comprised in the area for further dock extension;

That if the Company did not acquire the lands mentioned in the twenty-third article under the option intended to be given to them, no competing docks should ever be constructed thereon, nor should any wharves be let on the land mentioned in that article which fronts the river Usk for the purpose of shipping or unshipping any goods on which the Company are by the intended Act authorised to take tolls or dues;

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That Lord Tredegar should use his best endeavours to obtain the requisite power for the trustees of his settled estates to subscribe, in the event of the Act passing, for the construction of the first-mentioned dock the sum of twenty-five thousand pounds towards the capital required by the promoters for the construction thereof, and to pay such subscription out of money then or thereafter to accrue through the exercise of the powers of sale and exchange of the settled estates contained in the settlement dated the twenty-sixth day of November one thousand eight hundred and forty-four:

And whereas in the session of Parliament next after the making of the land agreement of 1864, (that is to say,) on the fifth day of July one thousand eight hundred and sixty-five, an Act was passed, with the short title of Lord Tredegar's Estate Act, 1865:

28 & 29 Vict. c. 5. (*Private*).

And whereas the preamble of Lord Tredegar's Estate Act, 1865, comprises recitals to the effect following; (namely,)

That a Bill to authorise the construction of a dock and other works at or near Newport on the western side of the river Usk, to be called the Alexandra Dock, and of railways to connect the same with neighbouring railways, had been introduced into Parliament in the then present session;

That it was proposed by the Bill to incorporate a Company by the name the Alexandra (Newport) Dock Company (in Lord Tredegar's Estate Act, 1865, called the Company), with authority to make and maintain a dock and railways and other works therein specified, and for the purposes thereof to enter upon, take, and use the lands delineated on the plans and described in the book of reference deposited for the purpose of the Bill;

That the greater part of the lands which or parts whereof it was proposed by the Bill that the Company should be authorised to take or use were in the several parishes of Saint Woollos and Bassaleg, in the county of Monmouth, of which Lord Tredegar was then, as appeared by recitals in that Act, tenant for life in possession, and those lands were settled in strict settlement and were subject to divers incumbrances as appeared by recitals in that Act;

That those lands were specified in the first schedule to that Act, and in that Act the whole of those lands were called the dock lands, and parts thereof were called the present dock lands, and other parts thereof were called the future dock lands;

That an agreement, a copy of which was given in the second schedule to that Act (therein called the scheduled agreement, the same being the land agreement of 1864,) had been entered

into conditional on the Company obtaining their Act, and on the requisite Parliamentary authority being obtained for the immediate conveyance to the Company of the present dock lands or parts thereof or easements therein, and the conveyance thereafter to them of the future dock lands or easements therein in consideration of a rentcharge and upon the terms and conditions therein expressed, and for the subscription by the trustees of the settlement of twenty-five thousand pounds towards the Company's capital, and the payment thereof out of moneys arising by the exercise of the powers of sale and exchange contained in the settlement:

And whereas the preamble of Lord Tredegar's Estate Act, 1865, comprises also four successive sets of recitals, which are respectively introduced by the headings following; (namely,)

I. The recitals next following show the settlement of Lord Tredegar's family estates to which the dock lands are now subject;

II. The recitals next following show how the dock lands became subject to the settlement;

III. The recitals next following show who are the persons now entitled under the limitations of the settlement to the settled estates comprising the dock lands;

V. The recitals next following show the grounds of the application to Parliament for this Act;

and comprises a further statement as follows; (namely,)

IV. The third schedule to this Act annexed shows the now existing incumbrances other than leases and agreements for leases on those parts of the settled estates which comprise the dock lands;

which last-mentioned statement immediately follows the set of recitals under the heading numbered III. and immediately precedes the set of recitals under the heading numbered V.:

And whereas the set of recitals under the heading numbered V. comprises the following; (namely,)

7. Since the time of the execution of the settlement the making and working of railways, docks, and other works of a public nature in the county of Monmouth and other parts of South Wales in which parts of the settled estates lie, and the trade and commerce of the port and town of Newport and other parts of that district, have increased to an extent which was not contemplated when the settlement was executed;

8. That increase of public works and of trade and commerce has added very considerably to the value of the settled estates, and the further extension of like works in the district would still further add to the value of the settled estates;

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9. It is therefore desirable that facilities should be afforded for the establishment of like works on the settled estates, and especially on those parts thereof where works of that sort can be established without detriment to other parts of the settled estates;

10. The dock lands now produce but a small rental and are peculiarly well adapted to the purposes of docks, warehouses, and other like works and conveniences, and the making and maintaining of the proposed Alexandra Dock and other works there would not be detrimental to any other part of the settled estates, but on the contrary would enhance the value of other parts thereof;

11. The trustees of the powers of the settlement have received large sums of money, far exceeding twenty-five thousand pounds, for the sale of parts of the settled estates for the purposes of railways and other public works, but have not yet invested any money in the purchase, as authorised by those powers, of shares of any railway or other company;

12. There is reason to expect that the trustees will soon receive further moneys for the sale of other parts of the settled estates for the purposes of railways and other public works;

16. If the dock lands were taken by the Company for a sum of money ascertained under the Lands Clauses Consolidation Act, 1845, or for a yearly rentcharge ascertained under the Lands Clauses Consolidation Acts Amendment Act, 1860, and in either case on terms and conditions as advantageous in other respects to the settled estates as the terms and conditions of the scheduled agreement, the advantage to the settled estates would after the lapse of a few years after the opening for public traffic of the proposed docks be much less than if the dock lands were taken in all respects on the terms and conditions of the scheduled agreement;

17. The carrying of the scheduled agreement into full effect would be greatly to the advantage of Lord Tredegar and the several other persons now and to become hereafter interested in the settled estates:

And whereas Lord Tredegar's Estate Act, 1865, enacts (among other things) to the effect (section two) that the expression "the trustees" in that Act means and includes the persons therein named and other the persons and person who from time to time is and are the trustees and trustee under Lord Tredegar's settlement of the several powers of sale, exchange, enfranchisement, partition, and investment thereby created:

And whereas Lord Tredegar's Estate Act, 1865, further enacts (section three) in the words following; (namely,)

3. If the Bill for the Alexandra Dock introduced into Parliament in the present session (in this Act called the Company's Act) be passed into a law, and whether before or after the passing of this Act, then the scheduled agreement is by this Act confirmed and made binding on Lord Tredegar and all other persons from time to time interested whether beneficially or as trustees in the dock lands, and the moneys to which the agreement relates, or any parts thereof, and the Company respectively, and subject to the provisions of this Act, the several terms and conditions of the scheduled agreement may and shall have full effect, and all parties interested are by this Act authorised and required to carry the scheduled agreement into effect:

And whereas Lord Tredegar's Estate Act, 1865, further enacts (sections four, ten, and eleven) in the words following; (namely,)

4. Provided that if at any time after ten years after the passing of the Company's Act the undertaking of the Company is abandoned, then the whole of the dock lands taken by the Company shall revert as provided by this Act: Provided also, that if at any time after ten years after the passing of the Company's Act any of the dock lands taken by the Company, not being less than two acres lying together, remain for seven consecutive years thereafter not used for any of the purposes of the Company's Act, then and in every such case the lands not so used shall revert as provided by this Act: Provided also, that in every such case of reverter the lands to revert shall by force of this Act revert to and be vested in the person or persons who if the scheduled agreement had not been made, and any conveyance made in pursuance thereof had not been made, and this Act had not been passed, would at the time of the reverter be entitled to the dock lands, and shall be so vested for such estates, rights, and interests, and with and subject to such powers and provisions as in that event would then be subsisting in the dock lands, and shall be so vested, freed, and discharged from all claims and demands of the Company, and all persons claiming by, from, through, or under them, or by their act or means, except only and subject and without prejudice to any then subsisting leases or agreements for leases theretofore granted in pursuance of the scheduled agreement;

10. Saving always to the Queen's most Excellent Majesty, her heirs and successors, and to every other person and body politic and corporate, and their respective heirs, successors, executors, administrators, and assigns (other than and except

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only the several persons who by this Act are expressly excepted out of this general saving), all such estate, right, title, interest, claim, and demand whatsoever in, to, upon, and with respect to the dock lands and the trust moneys to which this Act relates respectively, and any and every part thereof respectively as they, every, and any of them respectively had before the passing of this Act, or could or might have had or enjoyed in case this Act had not been passed;

11. Provided that the persons following, and their respective executors, administrators, and assigns, are excepted out of the general saving in this Act contained, and accordingly are the only persons bound by this Act; (that is to say,)

1. Lord Tredegar and his heirs;
2. The Honourable Godfrey Charles Morgan;
3. His first and other sons and the heirs male of their respective bodies;
4. The Honourable Frederic Courtnay Morgan;
5. His first and other sons and the heirs male of their respective bodies;
6. The Honourable Arthur John Morgan;
7. His first and other sons and the heirs male of their respective bodies;
8. The Honourable George Gould Morgan and the heirs male of his body;
9. The sons hereafter born of Lord Tredegar and the heirs male of their respective bodies;
10. Charles Augustus Samuel Morgan;
11. His first and other sons and the heirs male of their respective bodies;
12. Charles Octavius Swinnerton Morgan;
13. His first and other sons and the heirs male of their respective bodies;
14. Charles Octavius Swinnerton Morgan and Sir George Ferdinand Radzivil Walker, Baronet;
15. The Company:

And whereas in the same session of Parliament (that is to say) on the sixth day of July one thousand eight hundred and sixty-five, another Act was passed with the short title of the Alexandra (Newport) Dock Act, 1865 (in this Act called the Company's Act of 1865):

And whereas by the Company's Act of 1865 the persons therein named (including Lord Tredegar and the six persons called the promoters in the land agreement of 1864), with others, are incorporated by the name of the Alexandra (Newport) Dock Company:

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And whereas by the same Act Lord Tredegar and the same six persons, with others, were made the first directors of the Company:

And whereas by the same Act the Company are empowered, subject to the provisions of that Act and the Acts and parts of Acts incorporated therewith, to enter on, take, and use such of the lands delineated on the plans and described in the book of reference deposited as aforesaid as they might deem necessary or convenient for the purposes of the undertaking:

And whereas the same Act empowers the Company to make works therein described, including the following; (that is to say,)

The making and maintaining of a dock shown on the said plans on the west side of the river Usk within the limits delineated upon the said plans and therein described as "limit of lands "for dock, &c." (which limit of lands is therein-after referred to as the dock limits);

The making and maintaining within the limits aforesaid of all such basins and other works as therein referred to;

The taking of water and the construction of a reservoir and conduit as therein mentioned;

The making and maintaining of the railways therein mentioned, being six in number:

And whereas the same Act further enacts (section one hundred and seven) to the effect following; (namely,)

That the agreement set forth in Schedule (C.) to that Act (the same being the land agreement of 1864) is thereby confirmed and made binding upon the Company as if the Company had been named therein and been parties thereto:

Indenture dated 11th August 1870.

And whereas by an indenture of conveyance dated the eleventh day of August one thousand eight hundred and seventy, made between Lord Tredegar of the first part, Sir Hugh Owen Owen, Baronet, of the second part, and the Company of the third part, after reciting (among other things) the land agreement of 1864 and Lord Tredegar's Estate Act, 1865, and the Company's Act of 1865, in pursuance of the land agreement of 1864, and in consideration of the yearly rentcharge therein-after reserved and limited, and of the premises, Lord Tredegar, in exercise of the powers vested in him by virtue of the therein-before recited Acts, or either of them, or any Act incorporated with or referred to in the Company's Act of 1865, did grant and convey, and the said Sir Hugh Owen Owen did surrender, release, and confirm to the Company, their successors and assigns (first) all the lands and hereditaments described and comprised in the first schedule thereto (the same being the lands in the parish of Saint Woollos in the land agreement of

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1864 mentioned as containing two hundred acres or thereabouts), with their rights, easements, and appurtenances, subject as therein mentioned, and (secondly) the right to deposit at all times, free of charge, ballast on the lands and hereditaments described in the second schedule thereto (the same being the lands in the land agreement of 1864 mentioned as comprising an area of ninety-three acres or thereabouts), but not without the consent of Lord Tredegar or his sequels in estate, to a height exceeding nine feet above the level of the quay of the intended dock, and also subject as therein-after contained; to have and to hold the said lands, hereditaments, and premises unto and to the use of the Company, their successors and assigns (subject to all existing rights of way and other easements if any thereon, and to the family charges mentioned in the third schedule to Lord Tredegar's Estate Act, 1865, so far as subsisting and affecting the same premises respectively, but with the benefit of such indemnity against the said charges as intended to be thereby given by the covenants of Lord Tredegar, and also subject and without prejudice to the rights therein mentioned); yielding and paying for ever thereafter, out of the said lands and the tolls or rates made payable to the Company under their Act of 1865 unto the persons for the time being entitled to the same rentcharge by virtue of the uses therein-after expressed, one clear yearly rentcharge as therein mentioned:

And whereas the said indenture contained (among others) provisions in the words following; (namely,)

17. The conveyance hereby made is also subject to the clause of reverter contained in Lord Tredegar's Estate Act, and herein-before mentioned;

19. The Company will, when they require such part of the land included in the area allotted for the deposit of ballast as is situate in the parish of Bassalleg, make at their own expense the cut at the points marked AA. upon the plan No. 1 hereto annexed, which will be required for the purpose of rendering that land accessible;

20. The several other provisions in the said agreement of the twenty-first day of December one thousand eight hundred and sixty-four remaining to be performed, and especially the stipulations and provisions contained in clauses fifteen to twenty-eight of the said agreement, both inclusive, so far as capable of effect and remaining to be performed, shall be binding on the parties hereto, and each party (but as to Lord Tredegar, so as to be responsible for his own acts and omissions only, and not for the acts and omissions of his sequels in estate, or any of them, but nevertheless so as to bind his

sequels in estate, so far as he lawfully can,) covenants with the other party for the performance and observance of such provisions and stipulations so far as the same ought or are intended to be performed by or obligatory upon that party respectively:

And whereas the Company have modified the design of the dock authorised by their Act of 1865, and in order to preclude questions respecting the effect of the land agreement of 1864, on the design of their dock being so modified, they are desirous that the agreement should operate with reference to that modified design:

And whereas it is apprehended that the periods of time prescribed in the land agreement of 1864, and in Lord Tredegar's Estate Act, 1865, with reference to the reverter of lands, and to the arising of the rights and powers of the Company in respect of the further lands, will be insufficient for the proper carrying into effect of the purposes of the agreement, and in order that the agreement may produce the full benefit intended to result therefrom, it is necessary that those periods be extended, and that the land agreement of 1864 be in some particulars modified or interpreted:

And whereas the Company's dock and works as modified in design will be not less advantageous to the settled estates than as originally designed:

And whereas Lord Tredegar, on behalf of himself and his sequels in estate, has represented to the Company that the stipulations of the land agreement of one thousand eight hundred and sixty-four, and of the said conveyance of the eleventh day of August one thousand eight hundred and seventy, with reference to deposit of ballast on lands forming part of the settled estates (as well those comprised in the said conveyance as those to be comprised in the grant to be made under article 23 of the land agreement of 1864) are imperfect or erroneous, inasmuch as they refer to or authorise deposit of ballast to the height of nine feet above the level of the quay, instead of nine feet above the average height of the surface of the ground on which ballast is deposited, and that this imperfection or error is or may be injurious to the settled estates:

And whereas the Company are willing that the removal or correction of this imperfection or error should be conceded, and in consideration thereof Lord Tredegar, on behalf of himself and his sequels in estate, is willing that the aforesaid extension of time and modification or interpretation of the land agreement of 1864 should be conceded:

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And whereas in the circumstances herein-before appearing, and Lord Tredegar having consented to the Bill for this Act, and being desirous that the same should be passed into law, his consent to this Act is sufficient on behalf of all persons now or hereafter to be interested in the settled estates, and accordingly the consents to this Act of all those persons, other than Lord Tredegar, have been dispensed with:

And whereas it is expedient that the periods limited for the completion of works, and for the compulsory purchase of lands by the Company (being respectively four years and three years from the passing of the Alexandra (Newport) Dock Act, 1870, that is to say, from the ninth day of August one thousand eight hundred and seventy) be extended, and that the Company's Act of 1865 be in some respects amended;

And whereas by the Company's Act of 1865 the Monmouthshire Railway and Canal Company (in this Act called "the Monmouthshire Company") were authorised to subscribe for, take, and hold shares or stock in the capital of the Company to any extent not exceeding in the whole twenty thousand pounds:

And whereas it is expedient that the Monmouthshire Company be authorised to subscribe a further sum not exceeding twenty thousand pounds towards the undertaking of the Company:

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

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may be cited as the Alexandra (Newport) Dock Act, 1873.

Modification and interpretation of article 23 of land agreement.

2. If and when the Company complete the dock which is at the passing of this Act in course of construction by them they shall, in respect of the further lands mentioned in article twenty-three of the land agreement of 1864, have conferred on them the rights and powers in that article mentioned, with this modification, that the period of twenty years from the passing of this Act shall be deemed to be substituted in that article for the period of twenty years therein mentioned, and if and when the Company, by virtue of that article, demand any land, that article in conjunction with other provisions of the agreement shall be deemed and construed to authorise them to demand as much as they require, not only for the construction of such further dock, as therein referred to,

but also for maintaining and working that further dock, and for making, maintaining, and working wharves, warehouses, quays, sidings, roads, and other works connected therewith, and ship-yards, ballast grounds, buildings, offices, dwelling-houses, roads, ways, and other conveniences necessary, convenient, or profitable by reason of the making of that further dock and the works connected therewith.

Modification of section 4. of Estate Act and article 13 of land agreement.

3. Section four of Lord Tredegar's Estate Act, 1865, and article thirteen of the land agreement of 1864 are hereby modified by the substitution of the period of ten years after the passing of this Act for each of the several periods of ten years in the same section and article mentioned.

Modification of conveyance.

4. The said conveyance of the eleventh day of August one thousand eight hundred and seventy is hereby modified as follows; (namely,)

(1.) That conveyance shall have effect as if there were not contained therein a grant of a right to deposit ballast, but without prejudice to the operation of the provision thereof numbered 19:

(2.) The provision of that conveyance numbered 17 shall, by the reference therein to the clause of reverter, be deemed to refer to section four of Lord Tredegar's Estate Act, 1865, as modified by this Act:

(3.) That conveyance shall have effect as if paragraphs (g.) and (h.) of the provision thereof numbered 18 were not contained therein:

(4.) The provision of that conveyance numbered 20 shall, by the reference therein to clauses fifteen to twenty-eight of the land agreement of 1864, be deemed, as far as regards article twenty-three of that agreement, to refer to that article as modified by this Act, and shall by the general reference therein to other provisions of the land agreement of 1864 be deemed to refer to that agreement as the operation thereof is modified by this Act.

Provisions respecting deposit of ballast.

5. With respect to deposit of ballast by the Company the following provisions shall have effect:

(1.) The Company shall (subject to the subsequent provisions of this section) have the right to deposit at all times, free of charge, ballast on the lands and hereditaments which are in the land agreement of 1864 mentioned as comprising an area of ninety-three acres or thereabouts, and which are particularly described in the second schedule to the said conveyance of the eleventh day of August one

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thousand eight hundred seventy, and are on the plan numbered 1 thereto annexed coloured brown (and are in this section referred to as the ninety-three acres):

(2.) The Company shall not, without the consent of Lord Tredegar or his sequels in estate, exercise the right of depositing ballast on any part of the ninety-three acres at a greater height than nine feet above the average height of the surface of the ground on which ballast is deposited by them:

(3.) The Company shall, as far as is reasonably and conveniently practicable in the exercise of the right conferred by this section, deposit ballast continuously up to the level of nine feet above the average height of the surface of the ground, doing as little damage as may be to the profitable use of the land by Lord Tredegar and his sequels in estate, and when and as a sufficient quantity of land has been covered with ballast up to that height the Company shall from time to time level and deliver up the same to Lord Tredegar or his sequels in estate, for building or other purposes, and on such delivery up the right of the Company to deposit ballast on the land so delivered up shall cease:

(4.) Provided that the Company shall at all times have sufficient and convenient access and communication, to the satisfaction of their engineer for the time being, over and across the lands so delivered up for the purpose of depositing ballast on other parts of the ninety-three acres, over which the right of depositing ballast is still exercisable by them:

(5.) Article twenty-three of the land agreement of 1864 is hereby modified by the substitution of nine feet above the average height of the surface of the ground on which ballast is deposited by the Company, for nine feet above the level of the quay, and the grant to be made under that article of the right to deposit ballast shall be made subject and according to restrictions and provisions corresponding with those contained in this section in relation to the ninety-three acres.

Effect of agreement and Acts as modified.

6. The land agreement of 1864 and Lord Tredegar's Estate Act, 1865, and the Company's Act of 1865, shall respectively be read and have effect as if the modifications made by this Act in the land agreement of 1864 and Lord Tredegar's Estate Act, 1865, had originally formed part of that agreement and Act respectively.

Extending period for completion of works.

7. The powers of the Company for the construction of the dock, railways, and other works authorised by their Act of 1865 may be

exercised within four years, but shall not be exercised after the expiration of four years from the passing of this Act.

Time limited for exercise of powers.

8. If the dock, railways, and other works authorised by the Company's Act of 1865 are not completed within the period limited by this Act for the construction thereof, then on the expiration of that period the powers of the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Extending period for compulsory purchase of certain lands.

9. The powers of the Company for the compulsory purchase of lands for the purposes of the several railways and works connected therewith, authorised by their Act of 1865, may be exercised within three years, but shall not be exercised after the expiration of three years from the passing of this Act.

Gauge of railways.

10. The railways distinguished as No. 2 and No. 3 in the Company's Act of 1865, and thereby authorised, may be constructed on and from time to time adapted to the same gauge or gauges as the gauge or gauges for the time being of the South Wales Railway of the Great Western Railway Company between Newport and Cardiff.

Explanation of power of granting building leases.

11. The power of leasing conferred on the Company by section sixty-four of their Act of 1865 shall be deemed to extend to all lands from time to time conveyed to the Company under the land agreement of 1864, and to authorise the granting of such leases as in that section mentioned of any such lands to any persons, corporations, or companies (such corporations or companies being capable at law to accept such leases) who shall covenant to improve such lands by laying out money in the erection of dwelling-houses, shops, or other buildings thereon, or in the construction thereon of wharves or other works calculated to promote the business of the docks, and sections sixty-five and sixty-six and all other provisions of the same Act shall be read and have effect accordingly.

Power to Monmouthshire Railway and Canal Company to subscribe funds towards the Company's undertaking, and to apply funds for that purpose.

12. The Monmouthshire Company may, with the authority of three fourths of the votes of their shareholders present, in person or by proxy, at a general meeting of the said Company specially convened for the purpose, from time to time subscribe towards the undertaking of the Company (in addition to the sum of twenty thousand pounds which by the Company's Act of 1865 they are authorised to subscribe) any sum or sums which they think fit, not exceeding in the whole twenty thousand pounds, and the said Company may, with the like authority, contribute and apply in or towards payment of their said subscription any moneys which they are already authorised to raise, and which may not be required by them for the purposes of their undertaking, and also any moneys

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which they are by this Act authorised to raise, and the said Company shall, in respect of the sums to be subscribed under this Act, and the shares in the Company to be held by them, have all the powers, rights, and privileges (except in regard to voting at general meetings, which shall be as herein-after provided), and be subject to all the obligations and liabilities of proprietors of shares in the Company, and such sums so to be subscribed, or any part thereof, shall be applied for or towards the undertaking of the Company, or for or towards such specified portion thereof as the Monmouthshire Company shall direct and appoint: Provided always, that the Monmouthshire Company shall not sell, dispose of, or transfer any of the shares in the Company for which they may subscribe under this Act.

Power to that company to raise money by the creation of shares or stock.

13. The Monmouthshire Company may from time to time raise, for the purposes of their subscription under this Act to the undertaking of the Company, any sum or sums of money not exceeding in the whole the amount which the said Company may under the powers in that behalf herein-before contained agree to subscribe, by the issue at their option of new ordinary shares or stock or new preference shares or stock, or wholly or partially by any one or more of those modes respectively, and the clauses and provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (that is to say,)

The distribution of the capital of the Company into shares;
The transfer or transmission of shares;
The payment of subscriptions and the means of enforcing the payment of calls;
The forfeiture of shares for non-payment of calls;
The remedies of creditors of the Company against the shareholders;
The consolidation of the shares into stock;
The general meetings of the Company and the exercise of the right of voting by the shareholders;
The making of dividends;
The giving of notices; and
The provision to be made for affording access to the special Act by all parties interested;

And Part I. (relating to cancellation and surrender of shares) and Part II. (relating to additional capital) of the Companies Clauses Act, 1863, shall extend and apply to the Monmouthshire Company and to the additional capital which they are by this Act authorised to raise.

Shares of that company not to

14. The Monmouthshire Company shall not issue any share under the authority of this Act, nor shall any share vest in the

person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof. — issue until one fifth paid up.

15. All moneys which the Monmouthshire Company may raise under the powers of this Act shall be applied for the purposes of the subscription by this Act authorised only. — Application of moneys raised by the company.

16. The Monmouthshire Company whilst shareholders of the Company may by writing under their common seal from time to time appoint some person to attend any meeting of the Company, and such person shall have all the privileges and powers attaching to a shareholder of the Company at such meetings and may vote thereat in respect of the capital held by the Monmouthshire Company. — Votes of that company at general meetings.

17. The costs, charges, and expenses preliminary to and of and incidental to the preparing of and applying for and the obtaining and passing of this Act shall be paid by the Company. — Expenses of Act.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1873.