CHAPTER cxliv.

An Act to enable the Monmouthshire Railway and Canal Company to close a portion of the Monmouthshire Canal in the borough of Newport; and for other purposes. A.D. 1879.

[21st July 1879.]

WHEREAS it will contribute to public and local convenience that the Monmouthshire Railway and Canal Company (who are herein-after referred to as "the Company") should be enabled to close a portion of the Monmouthshire Canal within the borough of Newport, and to appropriate and use for the purposes of their railways and other works the site of the said portion of the canal so closed:

And whereas plans showing the portion of the canal so intended to be closed and appropriated under the powers of 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 which may be appropriated and used under the powers of this Act, were duly deposited with the clerk of the peace for the county of Monmouth, and are herein-after respectively referred to as the deposited plans and book of reference:

And whereas the purposes of this Act cannot be effected 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 Monmouthshire Railway and Canal Act, 1879.

Authorising closing of a portion of the canal in borough of Newport.

2. From and after the passing of this Act, and subject to the conditions and restrictions herein-after contained, the Company may close and abandon as a canal so much of the Monmouthshire Canal, and the works and conveniences connected therewith, in the parish

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of St. Woollos and borough of Newport, as is situate between a point situate about 25 yards, measured in a north-westerly direction along the said canal, from the Lift Bridge of the Company over the said canal near Llanarth Street, in the said parish of St. Woollos, and the junction of the said canal with the Newport Docks; and all rights of way in and over the same portion of the canal, and the works and conveniences connected therewith, shall be thenceforth absolutely extinguished, and the Company may appropriate and use for the purposes of their railways and other works the site of the said portion of the canal delineated on the deposited plans and described in the deposited book of reference as intended to be closed as a canal, and the works and conveniences connected therewith.

Conditions, &c. of closing portion of canal.

3. The closing herein-before authorised of the portion of the Monmouthshire Canal in the borough of Newport, and the appropriation of the site thereof, shall be subject to the following conditions and restrictions:

Notice of closing.

(1.) One month at least before closing the said portion of canal, the Company shall, by placards affixed at conspicuous spots on or in the neighbourhood of the same in the town of Newport, and also at such other spots near the canal as they may deem most convenient for the freighters thereon, give notice of the day upon which the navigation of the canal within the limits aforesaid will cease:

Supply of superfluous water to wharves.

(2.) The Company shall at their own expense construct and maintain conduits and other necessary means for the supply of superfluous water to any wharves upon the River Usk which have heretofore received such water from the Monmouthshire Canal for the purpose of cleansing the same, and shall supply such water to as large an extent and in as convenient a manner as the owners, lessees, or occupiers of such wharves have heretofore been entitled to:

Supply of water to Newport Docks.

(3.) The Company shall also at their own expense construct and maintain conduits, culverts, sluices, and other necessary works for the conveyance of such superfluous water from the Monmouthshire Canal to the Newport Docks as the Newport Dock Company are entitled to under the provisions of the Act 5 & 6 William IV., cap. 75., intituled "An Act "for making and maintaining a dock and other works in "the port of Newport, in the county of Monmouth, with "a railway and stone road therefrom":

Access to wharves and yards.

(4.) When the said portion of the canal has been closed, and the site thereof appropriated to the purposes of the Company, the Company shall on their own land construct and for ever

maintain means of communication for the conveyance of the traffic between their railways and the wharves and yards which abut on the River Usk between Jack's Pill and the point described in section 2 of this Act, and wherever any bridges affording means of communication over the said portion of canal to any wharves or yards shall be removed by the Company for the purpose of such appropriation, the Company shall provide for and allow of the site thereof being crossed upon a level as a substituted means of communication for the persons entitled thereto:

Saving rights under certain agreements.

(5.) Except as by this Act otherwise provided, nothing in this Act contained shall alter, prejudice, or injuriously affect any of the provisions now existing and operative which are contained in the agreements respectively mentioned in the schedule hereto:

Arbitration in case of difference.

(6.) The Company and all persons interested in the provisions contained in this enactment as owners of docks, wharves, or yards on the said portion of canal may from time to time agree concerning any of the matters contained in this enactment in which they are respectively interested; and if any difference shall at any time arise between the Company and such persons concerning the water to be supplied by the Company and the method of that supply, the accommodation to be afforded by the Company, and the compensation for any loss incurred by such persons by the appropriation of the site of the canal or the works to be executed by the Company, every such difference shall be referred to the arbitration of a single arbitrator to be appointed, on the application of the Company or of any such person, by the Board of Trade; and the said arbitrator shall in considering the matter referred to him have regard to any agreement subsisting between the Company and any other persons bearing upon the matter in difference, and such arbitrator may by his award order not only what pecuniary compensation (if any) shall be made by the Company, but also what works shall be executed by the Company with relation to the matter in dispute: Provided that the Company shall not be required by any such award to enter upon and take any lands or property over which their statutory powers do not extend; and the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration shall apply to every such arbitration.

8 & 9 Vict. c. 20.

A.D. 1879.

As to claims for compensation by certain parties.

4. The owners, lessees, and occupiers for the time being of certain wharves and yards at Newport now occupied by Messieurs T. B. and S. Batchelor and Company, Messieurs R. Burton and Son, Messieurs Pickford, Ford, and Company, and Henry James Parnall may, if they so elect, respectively claim compensation for the damage or injury (if any) to their property, trade, or business in respect of such wharves and yards which they may respectively sustain by the closing of the said portion of the canal, and in the event of any difference between the Company and any such owner, lessee, or occupier as to whether they are entitled to any compensation whatever, or, if entitled to compensation, as to the amount thereof, such difference shall be determined by arbitration in the manner provided by the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration, and the arbitrator or umpire, as the case may be, may by his award order what pecuniary compensation (if any) shall be made by the Company in relation to the matters in difference.

Company may apply corporate funds to purposes of this Act.

5. It shall be lawful for the Company to apply towards the purposes of this Act any of the moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same was authorised to be raised.

Railway not exempt from provisions of present or future general Railway Acts.

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

Expenses of Act.

7. 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.

SCHEDULE.

1. Agreement between Mr. James Brown and the Monmouthshire Railway and Canal Company, dated 20th July 1854.

2. Agreement between Mr. Tom Benjamin Batchelor and the Monmouthshire Railway and Canal Company, dated 28th July 1854.

3. Agreement between the Pontypool Iron Company and the Monmouthshire Railway and Canal Company, dated 21st August 1854.

4. Agreement between Mr. Edward Jones and another and the Blaenavon Iron Company and the Monmouthshire Railway and Canal Company, dated 31st December 1858.

5. Agreement between John Arthur Herbert, Esquire, and the Monmouthshire Railway and Canal Company, dated 31st December 1858.

6. Agreement between the Ebbw Vale Company and the Monmouthshire Railway and Canal Company, dated 11th January 1859.

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