



CHAPTER li.

An Act for granting further powers to the Wye Valley Railway Company ; and for other purposes relating to their authorised undertaking. A.D. 1875.
[14th June 1875.]

WHEREAS by “The Wye Valley Railway Act, 1866,” (in this Act called “the Act of 1866,”) the Wye Valley Railway Company (who are in this Act referred to as the Company) were incorporated for making railways “from the South Wales line of the “Great Western Railway to the Coleford, Monmouth, Usk, and “Pontypool Railway, and to the authorised line of the South Wales “and Great Western Direct Railway, and for other purposes :” 29 & 30 Vict.
c. ccclvii.

And whereas by “The Wye Valley Railway Amendment Act, 1871,” the time limited by the Act of 1866 for making the said railways, and which would have expired on the 10th day of August 1871, was extended until the 1st day of July 1874 : 34 & 35 Vict.
c. xlix.

And whereas the Company have made great progress with the construction of Railway No. 1, authorised by the Act of 1866, but it is not yet completed ; and it is expedient that the powers of the said Act of 1866 as altered and modified by this Act should be revived, and that the line and levels of the said railway should be in some respects altered, and that the Company should have power to construct the new railways by this Act authorised :

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the respective clerks of the peace for the counties of Gloucester and Monmouth, and are herein-after respectively referred to as the deposited plans and sections and books of reference :

And whereas none of the powers conferred by the Act of 1866 with respect to the Railway No. 2 by that Act authorised have ever

A.D. 1875. — been exercised, the South Wales and Great Western Direct Railway which it was to join not having been constructed, and being now entirely abandoned; and it is expedient therefore that the Company should be relieved from all obligations in respect of the said Railway No. 2 :

And whereas the railway to Chapel Hill by this Act authorised has been undertaken by the Company at the instance of and under terms of arrangement with the landowners affected thereby, and the said railway is nearly made :

And whereas under the Act of 1866, section 39, a bond has been entered into for securing the completion within the time limited by that Act of the railways thereby authorised, and it is expedient that the said bond should be cancelled and delivered up to the Company, having regard to the fact that such progress has been already made with the railway that with the powers conferred by this Act it will be completed before the end of the ensuing year, and that the Company are by this Act subjected to penalties if default be made by them in carrying the powers of this Act into execution :

And whereas it is expedient that such further powers be granted as are herein-after mentioned :

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 Wye Valley Railway Amendment Act, 1875."

Provisions of certain general Acts incorporated. 2. The following Acts and parts of Acts (so far as they are applicable for the purposes of and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act, namely :

"The Railways Clauses Consolidation Act, 1845," Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," and "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869."

Interpretation of terms. 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; the expression "the Company" means "the Wye Valley Railway Company," the expressions "the railways" and "the undertaking" mean

respectively the railways and the undertakings by this Act authorised, or the powers for which are hereby revived, the expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act, or any Act wholly or partially incorporated herewith, shall, for the purposes of this Act, be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

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4. Subject to the provisions of this Act, the powers conferred upon the Company by the Act of 1866 of making and maintaining so much of their authorised undertaking as is not authorised and required to be abandoned under this Act, and of raising capital by shares and by loan, and of making calls in respect of shares already issued by them under the powers of that Act, whether the said shares were issued before or after the first day of July one thousand eight hundred and seventy-four, shall be and are hereby revived and may be exercised by the Company, and subject as aforesaid the Company may also make and maintain in the lines and according to the levels shown on the deposited plans and sections the following railways, with all proper stations, approaches, works, and conveniences connected therewith respectively, and may enter upon, take, and use such of the lands delineated upon the deposited plans and described in the deposited books of reference as may be required for those purposes. The railways herein-before referred to and authorised by this Act are :

Power to make new railways and renewal of powers as to authorised railway.

A railway (No. 1), 13 miles 2 furlongs 9 chains and 75 links in length, commencing by a junction with the South Wales line of the Great Western Railway Company in the parish of Tidenham in the county of Gloucester, and terminating by a junction with the Coleford, Monmouth, Usk, and Pontypool Railway of the said Great Western Railway Company, in the parish of Dixton Hadnock in the county of Monmouth :

A railway (No. 2), 4 furlongs and 2 chains in length, commencing by a junction with the railway of the Company in the said parish of Tidenham, and terminating at the turnpike road from Monmouth to Chepstow, in the parish of Chapel Hill in the county of Monmouth.

5. Notwithstanding anything herein or in the incorporated Acts contained, it shall not be lawful for the Company nor any person acting under or in execution of this Act to enter upon, occupy, or use, either permanently or temporarily, any of the lands, works, or property of the Great Western Railway Company, or of the Cole-

Not to take lands or interfere with railways of Great Western Railway Company or

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of the Coleford, Monmouth, Usk, and Pontypool Railway Company except for the purposes of junctions.

As to junction with the South Wales Railway and the Coleford, Monmouth, Usk, and Pontypool Railway.

Company to provide mooring posts, &c.

Company to abandon certain portions of their undertaking.

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

ford, Monmouth, Usk, and Pontypool Railway Company, or in any manner to alter, vary, or interfere with the railways or works of those companies or either of them without the consent of the Great Western Railway Company under their common seal, save only for the purpose of effecting the junctions and communications by this Act authorised.

6. The junctions to be made with the South Wales line of the Great Western Railway and with the Coleford, Monmouth, Usk, and Pontypool Railway under the powers of this Act shall respectively be made at such points within the limits of deviation and in such manner as shall be agreed upon between the engineer of the Company and the engineers of the Great Western Railway Company, or as shall be settled by arbitration in case of failure to agree.

7. The Company shall from time to time provide, construct, and maintain mooring posts, buoys, and such other works as the Board of Trade may deem necessary for facilitating the safe passage of vessels under the railway bridges over the River Wye by this Act authorised; and if the Company fail in any respect to provide and construct within a reasonable time and maintain any of the said works, they shall for every such offence be liable to a penalty not exceeding ten pounds, without prejudice to any remedy against them for any loss or damage sustained by any person.

8. The Company may and shall abandon the construction of Railway Number 2 authorised by the Act of 1866, and of so much of Railway Number 1 authorised by that Act as lies between the authorised junction with the said South Wales line, in the said parish of Tidenham, and the point upon the deposited plans referred to in the said Act, denoting seven miles from the commencement of the said Railway Number 1.

9. The abandonment by the Company under the authority of this Act of the said Railway (Number 2) authorised by the Act of 1866 and of the said portion of Railway (Number 1) authorised by that Act shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of "The Lands Clauses Consolidation Act, 1845," for any damage occasioned by 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 the line of the railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation in accordance

with the provisions in that behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary occupation, or for any loss, damage, or injury which may have 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 last-mentioned Act or any Act relating to the Company.

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10. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any lands for the purposes of or in relation to the said railway or portion of railway, full compensation shall be made by the Company to the owners and occupiers of or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and such compensation and the application thereof shall be assessed and determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensation to be made in respect of railways abandoned.

11. Nothing in this Act contained shall vary, interfere with, or prejudicially affect the rights and interests of the Duke of Beaufort or of the Marquis of Worcester, their appointees, heirs, or assigns, under and by virtue of an agreement set forth in the schedule to this Act, dated the twenty-second day of November one thousand eight hundred and seventy-two, made between the said duke and marquis of the one part and the Company of the other part, relating to the sale of lands in the county of Monmouth, and to the construction, maintenance, and use of the branch line of railway to the Abbey Tintern Wire Works therein described or referred to (being the same as Railway Number 2 by this Act authorised), but the said agreement is hereby ratified and confirmed, and shall be binding and obligatory on the parties thereto, and shall be carried into effect accordingly (save and except that the Company may make such alteration of the level of the said Railway Number 2 as may be rendered necessary by reason of the bridge for carrying the same over the River Wye being raised two feet six inches higher than is provided for in the said agreement, in accordance with the requirement of the Board of Trade), nor shall any of the provisions of this Act extend to authorise the Company to take or acquire, or use as part of their undertaking, or for any purpose whatever, the said Railway Number 2 or any part thereof, or the site or any part of the site thereof, or deal with the same further or otherwise than is

Saving agreement between Duke of Beaufort and Marquis of Worcester and the Company.

A.D. 1875. provided in and by the said agreement, without the previous written consent of the Duke of Beaufort and Marquis of Worcester, their heirs, appointees, or assigns.

New rail-ways to form part of un-der-taking of Company.

12. The railways by this Act authorised shall, subject to the provisions of this Act for the purposes of toll and all other purposes whatsoever, be part of the Wye Valley Railway and of the undertaking of the Company, but nevertheless the said railway (Number 2) authorised by this Act shall not, without such written consent as aforesaid, be or become part of the Wye Valley Railway or of the undertaking of the Company.

Powers for compulsory purchases limited.

13. The powers of the Company for the compulsory purchase of lands authorised by this Act to be taken shall not be exercised after the expiration of one year from the passing of this Act.

Period for completion of railways.

14. If the railways by this Act authorised be not completed within two years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the railways, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed: Provided always, that Railway (Number 1) shall not be opened or used for the purpose of traffic until the Company shall have completed Railway Number 2 in accordance with the before-mentioned agreement of the twenty-second day of November one thousand eight hundred and seventy-two, as varied by this Act.

Power to take ease-ments, &c. by agree-ment.

15. Persons empowered by "The Lands Clauses Consolidation Act, 1845," to sell and convey or release lands may (if they think fit), subject to the provisions of that Act and of the "Lands Clauses Consolidation Acts Amendment Act, 1860," and of this Act, grant to the Company any easement, right, or privilege required for the purposes of this Act in, over, or affecting any such lands; and the provisions of the said Acts with respect to lands and rent-charges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Power to cross certain roads on the level.

16. Subject to the provisions in "The Railways Clauses Consoli-dation Act, 1845," and in Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained in refer-ence to the crossing of roads on the level, the Company may in the construction of the railways carry the same with a single line only whilst such railway shall consist of a single line, and afterwards with

a double line only, across and on the level of the roads herein-after mentioned; (that is to say) A.D. 1875.

No. on deposited Plans.	Parish.	Description of Road.
RAILWAY NO. 1.		
3	Llandogo - - -	Turnpike road.
52	Llandogo - - -	Public road.
RAILWAY NO. 2.		
4	Woolastone - - -	Public road.

17. The Company may make the arches of the bridges for carrying the railways over the roads next herein-after mentioned of any spans not less than the spans herein-after mentioned in connexion therewith respectively; (that is to say,) Span of bridges.

No. on deposited Plans.	Parish.	Description of Road.	Span.
RAILWAY NO. 1.			
7	Tidenham - - -	Public road - - -	16 feet.
3	Newland - - -	Turnpike road - - -	25 feet.
2	Dixton Hadnock - - -	Turnpike road - - -	25 feet.

18. The Company may make the roadway over the bridges by which the following roads will be carried over the railway of such width between the fences thereof as the Company think fit, not being less than the respective widths herein-after mentioned in connexion therewith respectively; (that is to say,) Width of certain roadways.

No. on deposited Plans.	Parish.	Description of Roadway.	Width of Roadway.
RAILWAY NO. 1.			
20	Tidenham - - -	Public road - - -	12 feet.
26	Tidenham - - -	Public road - - -	12 feet.

19. Whereas, pursuant to the standing orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of two thousand two hundred and eighty-six pounds three shillings and twopence, three pounds per centum consolidated bank annuities, being five per centum upon the amount of the estimate in respect of the railways, has been transferred to the account of Her Majesty's paymaster-general, on behalf of the Court of Chancery in England, in respect Deposit money not to be repaid until line opened or half the capital paid up and expended.

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of the application to Parliament for this Act: Be it enacted, that, notwithstanding anything contained in the said Act, the said sum of two thousand two hundred and eighty-six pounds three shillings and twopence stock so transferred as aforesaid in respect of the application for this Act shall not be paid to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them, unless the Company shall, previously to the expiration of the period limited by this Act for completion of the railways, either open the railways for the public conveyance of passengers or prove to the satisfaction of the Board of Trade that the Company have paid up one half of the amount of the capital by this Act or the Act of 1866 authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital; and if the said period shall expire before the Company shall either have opened the railways for the public conveyance of passengers or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of money deposited as aforesaid shall be applied in the manner herein-after specified; and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application
of deposit.

20. The said sum of money deposited as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said sum of money shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum of money, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Court of Chancery in England thinks fit to

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order on the application of the solicitor of Her Majesty's Treasury, and shall be carried to and form part of the consolidated fund of the United Kingdom, or in the discretion of the court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall, wholly or in part, be paid or transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided that until the said sum of money has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall, from time to time and as often as the same shall become payable, be paid to or on the application of the person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them.

21. The solicitor to the Lords Commissioners of Her Majesty's Treasury shall cancel and deliver up to the Company the bond which has been entered into by the Company under the 39th section of the Act of 1866.

Cancelling
Company's
bond.

22. The Company shall apply to the purposes of this Act any of the moneys which they have raised, or which they were authorised to raise, under the powers of the Act of 1866 revived by this Act.

Power to
apply corpo-
rate funds to
purposes of
Act.

23. Sections 33, 35, 36, 37, 38, 54, 55, 56, 57, and 58 of the Act of 1866, relating to and for the protection of the South Wales and Great Western Direct Railway Company, are hereby repealed.

Repeal of
certain sec-
tions of the
Act of 1866.

24. And whereas by certain heads of arrangement made between the Great Western Railway Company and the promoters of the Wye Valley Railway, dated the seventeenth day of May one thousand eight hundred and sixty-six, and scheduled to and confirmed by the Wye Valley Railway Act, 1866, it was amongst other things provided that the Great Western Railway Company should work, manage, and maintain the railways by the said Act authorised on the terms and conditions therein specified: And whereas the Railway Number 1 by this Act authorised is intended to be in lieu of the Railway Number 1 authorised by the said Act of 1866: Therefore the said heads of arrangement shall apply to the said Railway Number 1 by this Act authorised as fully and freely in all respects as they applied to Railway Number 1 authorised by the Act of 1866; but the Great Western Railway Company shall not be required to maintain the mooring posts, buoys, and other works provided for in section seven of this Act, or to work, manage, or maintain the Railway Number 2 by this Act authorised, and the said heads of

Heads of
arrangement
between the
Great West-
ern Railway
Company
and the pro-
moters of the
Wye Valley
Railway,
dated 17th
May 1866,
to apply to
Railway
No. 1.

A.D. 1875. — arrangement shall not apply thereto; but the Company and the Great Western Railway Company may (subject to the provisions of Part III. (working agreements) of the Railways Clauses Act, 1863, as amended or varied by the Regulation of Railways Act, 1873,) at any time or times hereafter enter into such contracts and agreements with reference to the use, working, maintenance, and management of the said Railway Number 2 as they may think proper, and on such terms and conditions as may be agreed on.

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

25. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any railway or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general Acts.

26. Nothing in this Act contained shall exempt the Company or the railways of 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 authorised to be taken by the Company.

Saving rights of the Crown in the fore-shore.

27. Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty, in right of her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Expenses of Act.

28. 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 referred to in the foregoing Act.

AN AGREEMENT made this twenty-second day of November one thousand eight hundred and seventy-two between the Most Noble Henry Charles Fitz-Roy Duke of Beaufort, Knight of the Garter, and the Most Honourable Henry Adelbert Wellington Fitzroy Somerset Marquis of Worcester of the one part, and the Wye Valley Railway Company of the other part.

WHEREAS by the Wye Valley Railway Act, 1866, it was enacted that, subject to the provisions of that Act and the Acts incorporated therewith, the Company might make and maintain in the line and according to the levels shown on the deposited plans and sections the railway therein-after described, with all proper stations, works, and conveniences connected therewith, and might enter upon, take, and use such of those lands delineated on the said plans and described in the deposited book of reference as might be required for that purpose. The railways therein-before referred to and authorised by the said Act :

1. A railway (No. 1), 14 miles 4 furlongs and 1 chain in length, commencing by a junction with the South Wales line of the Great Western Railway, at or near the eastern end of the bridge carrying that railway over the River Wye, in the parish of Tidenham in the county of Gloucester, terminating by a junction with the Coleford, Monmouth, Usk, and Pontypool Railway at a point twenty-one chains or thereabouts eastward of the eastern end of the bridge carrying the said last-mentioned railway over the said River Wye, in the parish of Dixton in the county of Monmouth, which said intended railway and other works connected therewith would pass from, through, or into, or be situate within the several parishes and places following, or some of them ; (that was to say,) Tidenham, Lancourt, and Newland, all in the county of Gloucester, and Chapel Hill, Tintern Parva, Llandogo, Penalt, and Dixon, in the county of Monmouth.

2. A railway (No. 2), three furlongs and four and one half chains in length, commencing by a junction with the intended Railway No. 1 aforesaid at a point in a field numbered 310 on the tithe commutation map and apportionment of the said parish of Tidenham in the county of Gloucester, and terminating by a junction with the authorised line of the South Wales and Great Western Direct Railway (Railway No. 1, Act 1865) at or near a point marked one mile from the commencement of the said last-mentioned railway in a field numbered 36 on the plans thereof deposited in the office at Gloucester with the clerk of the peace for the county of Gloucester in the month of November 1864, which said intended railway and works connected therewith would be wholly situated in the said parish of Tidenham in the county of Gloucester :

And whereas the said Company are desirous of making some diversion of the said railways from the plans thereof laid down upon the parliamentary plans : And whereas the said railways so aforesaid authorised and intended

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Now these presents witness:

And it is hereby agreed by and between the said duke and marquis, for themselves, their heirs and assigns, on the one part, and the said Company, for themselves and their successors, of the other part, as follows:

1. The expression the said duke and marquis as used herein shall mean and include the said Duke of Beaufort and the said Marquis of Worcester, their heirs and assigns.

2. The said duke and marquis agree to sell, free from all incumbrances, but subject to all existing leases and tenancies and tenants rights, and to all other rights and easements whatsoever (if any) to which the premises hereinafter mentioned are subject, and the said Company agree to purchase for the purpose of the said railways the fee simple of the several pieces or parcels of land mentioned in the first schedule hereunder written, and also shown and described upon the several plans hereto annexed, numbered respectively 4, 5, and 6, and thereon coloured red, as the same are situate, lying, and being in the said several parishes of Llandogo, Penalt, and Dixton Hadnock, all in the county of Monmouth, and containing together by admeasurement 28a. Or. 22p. (be the same little more or less), at the rate per acre and for the several prices set opposite the said several hereditaments and premises described in the said first schedule, and making together an aggregate sum of three thousand and eighty-six pounds.

3. The said Company shall also pay for all timber and timber-like trees, pollards, and saplings, down to one shilling per stick inclusive, also for all growing coppices and underwoods, larch and other plantations (all hereinafter referred to by the general designation of timber) which shall be upon the said hereditaments and premises, or any land of the said duke and marquis taken for the said railway which shall be cut or injured in the course of making the said railway, the value thereof to be ascertained by William Stephens, of Usk, acting as the valuer on behalf of all parties.

4. The said Company shall pay to the said duke and marquis on the signing hereof the sum of three thousand five hundred and eighty-six pounds, to be applied by them in payment for the said land and timber, and if any surplus of such sum of money shall remain after paying for the said several pieces or parcels of land mentioned in the first schedule hereto and such timber as aforesaid, such surplus shall be applied, so far as the same will extend, in payment for any additional land that may be taken by the said Company under the provisions herein contained for that purpose; but if any ultimate surplus shall remain after paying for all land taken for the purposes of the said railway, and for the timber to be paid for as aforesaid, the same shall be returned by the said duke and marquis, but without interest, to the said Company.

5. When and so soon as the said line of railway shall be laid out, the land of the said duke and marquis occupied by or required for the same, and the stations and works in connexion therewith, shall be measured and the quantity thereof ascertained, and in case of any excess in the quantity, as described in the said first schedule, the same shall be paid for at the respective rates therein mentioned, or if any deficiency shall be found in the quantity used, then a corresponding pro ratâ abatement shall be made according to the price charged for the same in the said first schedule.

6. On the execution of this agreement the purchasers are to be let into such possession of the said premises as the said duke and marquis shall be entitled to give them.

7. Where the property hereby agreed to be sold, or any other property which the said Company may require, is held with other premises at one rent, the Company shall agree with the lessee or tenant thereof for the purchase of his interest in such land to be taken by the said Company, upon such terms that not less rent shall be paid to the said duke or the said marquis for the residue of the said premises than was previously payable for the whole of the said premises.

8. The said Company shall not be entitled to take, or use, or interfere with any land in the county of Monmouth belonging to the said duke and marquis in the making and constructing of the said railway and its stations and works, or for any other purpose other than and beside that described in the first schedule hereto, and shown on the said plans and coloured red, without the previous consent and approval in writing of the said duke and marquis, or of their solicitors or agent for the time being.

9. Where the said railway is made under any of the said land by means of a tunnel or tunnels, the said duke and marquis and their respective appointees, heirs, and assigns shall be entitled to and continue the owners of the surface of such land.

10. The said Company shall, at its own expense, construct and build and completely finish fit for use a junction with and branch line from the said main line of railway in the parish of Tidenham in the county of Gloucester with a bridge across the River Wye, so as to connect the said main line with the Abbey Tintern Wire Works, situate at Tintern in the county of Monmouth; and such branch line shall be carried through the said Abbey Tintern Wire Works up to the high road leading from Chepstow to Monmouth on the west side of the said works, as shown upon the plan hereunto annexed marked No. 2, and the said junction and branch line shall be for the exclusive use and enjoyment of the said duke and marquis and of those claiming under them, and of their respective lessees or tenants or others using the same by or with their any or either of their consent, permission, or authority; and the said main line shall be at such a level as will enable the said branch line to be, and the same branch line shall be, of such height and of such gradients and radius as are particularly stated and set forth in the second schedule hereunto annexed; and the said branch line and junction and the said bridge shall be completed in accordance with the said plan on or before the first day of November one thousand eight hundred and seventy-four, or on or before the completion of the said main line whichever shall first happen.

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11. The said Company shall also in the construction of the said railway, at their own costs and charges, make and complete the various other accommodation works specified in the third schedule hereunder written, and such other accommodation works as shall be required by the said duke and marquis, or either of them, or their agent, surveyor, or engineer for the time being.

12. The said Company shall for ever maintain and keep the said branch line and junction, and the said bridge and all works and things connected therewith respectively, in a good and proper state of repair and in good working order, and shall also keep all the accommodation works mentioned in the third schedule, and such others as may be required as aforesaid, in good repair, order, and condition.

13. Messieurs Grant Brothers and Company shall, immediately before the execution of these presents, deposit with Charles Baker, of Sackville Street, Piccadilly, gentleman, and Joseph James Ridley, of No. 24, Lombard Street, London, gentleman, the sum of four thousand pounds sterling, as a guarantee for the due performance of the works mentioned and specified or referred to in and by paragraph 10 of these presents, which said sum and the dividends thereon shall be invested in the names of the said Charles Baker and Joseph James Ridley in the purchase of three pound per cent. consolidated bank annuities; and in case the said works shall not from any cause whatever, whether within the control of the said Company or not, be made and executed within the time and in the manner specified and described or referred to in the said paragraph 10 and in the said second schedule, then and in such case, and immediately after the said first day of November one thousand eight hundred and seventy-four, the stocks, funds, and securities representing the said sum of four thousand pounds, and all accumulations of dividends, shall become the property of and shall be paid or transferred to the said duke and marquis as liquidated and ascertained damages for the non-performance of the agreement contained in paragraph 10 of these presents.

14. The said Company shall, at their own costs and charges, do all such acts, matters, and things, and obtain all such consents and authorities, as shall or may be necessary for enabling them to deviate from the parliamentary plans for the said railways, and for making the said junction and branch line and bridge; and the failure of the said Company to obtain any such consent or authority shall be no bar to the said duke and marquis obtaining payment or transfer of the said sum of four thousand pounds, or of the stocks, funds, and securities representing the same, and all accumulations of dividends.

15. On completion of the said branch line, junction, and bridge as hereinbefore mentioned and provided for, the said sum of four thousand pounds, or the stocks and securities in which the same should be invested, shall be the property of and be transferred and paid to the said Messieurs Grant Brothers and Company.

16. In case the said duke or the said marquis, or their appointees, heirs, or assigns, or their or any of their tenants or lessees, shall at any time desire to connect any quarry now opened or hereafter to be opened, or any works which may belong to the said duke or marquis, or their appointees, heirs, or assigns, or in which they or either of them may be interested with the said

railways or either of them, by means of any other branch railways or sidings than that herein-before provided for, they or their respective tenants or lessees shall be at liberty so to do, provided that the expense attending the same, and the expenses of forming the necessary junctions, and of all works requisite for effecting such junction and of working the same, shall be borne and paid by the party or parties requiring or using the said branch railway or siding; and all such sidings, junctions, and works shall be constructed and made by the party or parties requiring the same, subject to the reasonable satisfaction of the engineer-in-chief for the time being of the said Company, and subject to the provision in that behalf contained in "The Railways Clauses Consolidation Act, 1845," that this provision is not to apply to the junction and branch line referred to in clause 10 of these presents.

17. The said Company shall at all times afford all due and necessary facilities in supplying and shall supply all trucks, waggons, and carriages for the transport of goods, wares, merchandises, or other commodities to and from the said Abbey Tintern Wire Works from and to the said main line of railway in the parish of Tidenham aforesaid, as if the said trucks, waggons, and carriages were being or to be laden or unladen at any station or stations of the said Company.

18. The point of junction of the said branch railway in the parish of Tidenham aforesaid shall, in computing the amount of mileage to be paid to the said Company, be considered a terminal station in regard to all goods, wares, merchandises, or other things conveyed thereto or therefrom on the said main line, and no charge shall be made in consequence of the trucks, waggons, and carriages going to or from the said Abbey Tintern Wire Works to or from the said main line of railway of the said Company.

19. The property to be taken by the said Company is subject to a general power of appointment by the vendors, but was or is as to all or some parts thereof with other property subject to certain long terms of years for securing family portions, life annuities, and other charges. No evidence shall be required as to any of the said family portions, life annuities, and other charges having ceased or been satisfied, nor shall the existence of any such portions, annuities, or other charges, or the existence of any terms of years for securing or raising the same, be made the subject of an objection or requisition by the said Company, but the duke and marquis will, if required by the Company and at its expense, enter into a covenant to indemnify the Company against all such portions, annuities, and other charges.

20. An abstract of the title of the said duke and marquis to the fee simple of the said premises shall be delivered to the Company's solicitors within two weeks from the date hereof, and, subject to the terms of this agreement, shall deduce a good title thereto; and such abstract shall commence as to part thereof with a bargain and sale dated fifth May one thousand seven hundred and ninety-one, and as to other parts thereof with certain indentures dated the ninth and tenth days of February one thousand eight hundred and eighteen, and no earlier titles shall be required or investigated in respect of any of the property sold, notwithstanding the recitals in the said indentures of any earlier deeds or documents, and all recitals and statements in deeds or other documents dated twenty years or upwards, previously to the day of the delivery of the abstract, whether as regards any deeds or instruments, or any death, heirship, survivorship, payment, release, or other matter therein

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recited or mentioned, shall be deemed sufficient and conclusive evidence of the matters mentioned or referred to in such recitals or statements. The duke and marquis shall not be bound to produce for inspection any document recited in any title deed when such recited document does not and shall be certified by their solicitors not to relate to the property sold.

21. The title deeds and writings relating to the said premises shall remain in the custody of the said duke and marquis, or those claiming under them, as relating to other estates of greater value, and the said duke and marquis will enter into the usual deed of covenant for their production to the Company and to furnish attested copies at their expense; and no further or other deed of covenant shall be required, notwithstanding some of such deeds may not be in the actual custody or power of the said duke and marquis.

22. No other evidence of the identity of the premises sold shall be required than that afforded by the general descriptions contained in the several deeds set forth in the abstract.

23. Every deed and document twenty years old shall be conclusive evidence of everything affording proof of the title of the said duke and marquis recited or noticed therein.

24. Within six weeks next after the abstract of the title shall have been delivered to the said Company's solicitors as aforesaid, the said Company shall deliver to the said duke and marquis's solicitors, Messieurs Watkins, Baker, and Baylis, of No. 11, Sackville Street, Piccadilly, a statement in writing of any objections or requisitions (if any) which they may have or make to or respecting the title; and if no objection or requisition shall be so delivered within the said six weeks, the title shall be considered to be accepted, and if any shall be so delivered the title shall be considered as accepted and subject only thereto.

25. Proper deeds with all necessary parties shall be executed for carrying out this agreement, to be settled in case of difference between the parties by a conveyancer to be agreed on, or, failing agreement, to be nominated by Her Majesty's attorney general for the time being.

26. All the costs, charges, and expenses of the said duke and marquis in negotiating this present contract, and of, in, and about the preparation and execution of these presents, and in making out the aforesaid abstract of title, and deducing or verifying the same, or obtaining or searching for any document or evidence which may be required by the Company to verify the said title; and also all the costs, charges, and expenses of the said duke and marquis and of their mortgagees, and of all other necessary parties in and about and incidental to this contract, and in carrying the same into effect, and of and incidental to the preparation, perusing, approving, and executing or otherwise relating to the conveyance or other deeds for carrying out this present contract, and a duplicate of the said conveyance or other deeds to be executed by the said Company and delivered to the said duke and marquis; and also the costs, charges, and expenses of the surveyors and engineers to be employed by the said duke and marquis in and about this matter, to inspect and examine the works so as aforesaid agreed to be done by the said Company, shall be borne and paid by the said Company.

In witness whereof the said parties to these presents of the one part have hereunto set their hands and seals the day and year first above written, and the

[38 VICT.] *Wye Valley Railway Amendment Act, 1875.* [Ch. li.]

said Wye Valley Railway Company have caused their common seal to be affixed the day and year first above written. A.D. 1875.

The FIRST SCHEDULE referred to by the foregoing Agreement.

Number on Plan.	Description.	Quantity.	Price per Acre.	Aggregate Price.
PARISH of LLANDOGO, PLAN No. 4.				£ s. d.
		A. R. P.		
68	Pasture and road - - -	0 2 32		
69	Wood - - -	5 3 10		
70	Pasture - - -	0 1 18		
17	Wood and garden, pasture and road - - -	4 0 8		
21a	Garden - - -	0 0 35		
	Total - A.	11 0 23	£100 per acre.	
PARISH of PENALT, PLAN No. 5.				
2	Pasture - - -	0 2 32		
3	Wood - - -	} 3 1 24		
4	Wood - - -			
5	Plantation - - -	0 0 13		
	Total - A.	4 0 29	£100 per acre.	
PARISH of DIXTON HADNOCK, PLAN No. 6.				
17a	Orchard and garden - - -	0 0 16		
10	Wood - - -	10 2 14		
28	Pasture - - -	0 1 1		
42	Arable - - -	0 3 20		
41	Arable - - -	0 0 27		
10a	Wood - - -	0 3 12		
	Total - A.	12 3 10	£100 per acre	2,816 0 0
	House at Redbrook - - -	- - -	- - -	270 0 0
				£ 3,086 0 0

The SECOND SCHEDULE referred to by the foregoing Agreement.

The junction and branch line of railway mentioned in paragraph 10 of these presents shall be made and constructed in a good and proper and workmanlike manner. The said branch line shall be of the same gauge as the main line of the Wye Valley Railway, and the rails shall be of the weight of not less than sixty pounds per yard, and the rails and sleepers shall be of sufficient sections, and such branch line shall not be at a greater gradient in any part than one in seventy from the main line of railway to the said bridge, and the rails shall be level on the said bridge, and from thence up to and with the said high road,

A.D. 1875. — and the said branch line of railway shall not be at a less radius than three hundred feet, and on the west side of the said bridge shall occupy the site of the present railway of Messieurs Murrell and Stothart, the lessees of the Abbey Tintern Wire Works.

The said bridge is to be constructed according to the design hereunto annexed, No. 3, but with such variations, if any, as may be necessary to carry out the stipulations contained in this agreement; and the said bridge is to be capable of sustaining a locomotive engine and three loaded trucks at the least whilst running over the said bridge, and there shall be a clear headway of fifteen feet between ordinary high-water mark and the crown of the arches of the said bridge.

The said junction, branch line, and bridge shall be made and constructed in the best and most approved manner, and with the best materials, and in the best workmanlike manner, and shall be completed with all necessary appliances.

The said junction, branch line, and bridge, and all things connected therewith, shall be made and built and completed to the reasonable satisfaction of the said duke and marquis, or their agent or engineer.

The THIRD SCHEDULE referred to by the foregoing Agreement.

All the land of the said duke and marquis adjoining the Company's line, or any branch therefrom, shall be fenced off by the Company from that agreed to be sold by means of a good and sufficient fence.

All necessary gates and posts, with all necessary fastenings, shall be made and set up by the said Company, such gates and posts shall be made of oak, and the gates five barred.

All necessary gutters and drains shall be made and maintained by the Company.

And all such other accommodation works as shall be required by the said duke and marquis, or either of them, or their agent, surveyor, or engineer for the time being.

BEAUFORT. (L.S.)

WORCESTER. (L.S.)

Signed, sealed, and delivered by the above-named Henry Charles Fitzroy Duke of Beaufort, in the presence of C. Baker, 11, Sackville-street, solicitor.

Signed, sealed, and delivered by the above-named Henry Adelbert Wellington Fitzroy Somerset Marquis of Worcester, in the presence of John Thompson, Badminton, land agent.

Received the day and year first above written the sum of three thousand five hundred and eighty-six pounds, being the sum mentioned in clause 4 of the above agreement.

£3,586 0 0

For the Duke of Beaufort and Marquis of Worcester,
WATKINS, BAKER, AND BAYLIS.