



CHAPTER cxcii.

An Act to make Amendments in the Acts of the Alexandra (Newport and South Wales) Docks and Railway Company with respect (among other matters) to the Reverter in certain events of Lands to Lord Tredegar and for other purposes. [7th August 1896.] A.D. 1896.

WHEREAS the Alexandra (Newport and South Wales) Docks and Railway Company (in this Act called "the Company") were incorporated by the Alexandra (Newport) Docks Act 1865 (in this Act called "the Company's Act of 1865") for making a dock railways and other works in the county of Monmouth with a share capital of six hundred thousand pounds divided into shares of twenty pounds each :

And whereas preparatory to the application for the Company's Act of 1865 the heads of agreement dated the twenty-first day of December one thousand eight hundred and sixty-four (in this Act called "the Land Agreement of 1864") set forth in the Schedule (C.) to and confirmed by that Act were made between the late Lord Tredegar on his own behalf and on behalf of the trustees of his family settlement on the one part and the promoters of the Bill for the said Act on the other part whereby for the considerations expressed in the Land Agreement of 1864 the said Lord Tredegar agreed if empowered by Parliament to convey to the said promoters when incorporated all lands required for constructing working and maintaining the intended docks railways and works :

And whereas the land agreement of 1864 was also scheduled to and authorised to be carried out by Lord Tredegar's Estate Act 1865 :

And whereas the lands in the parish of Saint Woollos in the county of Monmouth described in the land agreement of 1864 containing two hundred acres or thereabouts and certain other lands in the parish of Saint Woollos were afterwards conveyed to the

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A.D. 1896. — Company subject to the provision for reverter contained in Lord Tredegar's Estate Act 1865 of the whole of such lands if at any time after ten years from the passing of the Company's Act of 1865 the dock undertaking should be abandoned and subject also to the provision that if at any time after such ten years any of such lands (not being less than two acres lying together) should remain for seven consecutive years thereafter unused for any of the purposes of the Company's Act of 1865 then and in every such case the lands not so used should similarly revert :

And whereas by the Alexandra (Newport) Dock Act 1873 (in this Act called "the Company's Act of 1873") the time limited for the taking effect of the provision for reverter contained in Lord Tredegar's Estate Act 1865 was extended :

And whereas by the Alexandra (Newport and South Wales) Docks and Railway Act 1882 (in this Act called "the Company's Act of 1882") the Company were authorised to make a second larger dock called the South Dock and other works on lands conveyed or intended to be conveyed to them in pursuance of the Land Agreement of 1864 And by the said Act the Company were authorised to make such diversion and straightening of part of the River Ebbw as therein mentioned (in the said Act and in this Act referred to as "the Ebbw improvement") And under the said Act the Company are liable when required by Lord Tredegar or his sequels in estate to continue a road therein mentioned and known as Mendlegieff Road at a width of twenty feet from the point marked L to the point marked M on Lord Methuen's plan hereinafter mentioned and after the dock by the said Act authorised is opened to widen the said road to sixty feet when the traffic requires such additional width :

And whereas by the Company's Act of 1882 the time limited for the taking effect of the provision for reverter contained in Lord Tredegar's Estate Act 1865 as modified by the Company's Act of 1873 was further extended and such provision as extended was made applicable to the South Dock and other works authorised by the Company's Act of 1882 ;

And whereas the lands taken by and intended to be conveyed to the Company for the purposes of the dock and works authorised by the Company's Act of 1882 are certain lands situate in the parishes of Saint Woollos and Bassaleg containing two hundred and thirteen acres or thereabouts which are coloured green on a plan signed by Frederick Henry Paul Lord Methuen Chairman of the Committee of the House of Lords to whom the Bill for that Act was referred (in this Act referred to as "Lord Methuen's plan") and for the

purposes of the dock and works authorised by their Act of 1882 the Company also proposed in pursuance of the Land Agreement of 1864 to acquire the right to deposit ballast on certain other lands situate in the parishes of Saint Woollos and Bassaleg containing one hundred acres or thereabouts lying on the west side of the said lands containing two hundred and thirteen acres and between the western boundary of the said last-mentioned lands and the Ebbw improvement above mentioned :

And whereas by the Alexandra (Newport and South Wales) Docks and Railway Act 1890 the time limited for the taking effect of the above-recited provisions for reverter was further extended :

And whereas the dock railways and works authorised by the Company's Act of 1865 as amended by subsequent Acts were constructed and a large business has been carried on thereat for nearly twenty years and the South Dock and works authorised by the Company's Act of 1882 are now approaching completion :

And whereas in addition to those two docks the Company have constructed a graving dock for the repair of ships of the largest class and have laid down about fifty miles of railway and sidings at and around the docks and have erected warehouses sheds and other accommodation on land subject to the above-recited provision for reverter :

And whereas Charles Rodney Morgan eldest son of the late Lord Tredegar died without issue on the fourteenth day of January one thousand eight hundred and fifty-four as recited in Lord Tredegar's Estate Act 1865 and the estates subject to the Tredegar family settlement of the twenty-sixth day of November one thousand eight hundred and forty-four mentioned in the said Estate Act of 1865 to the uses whereof the lands conveyed to or taken by the Company as aforesaid would have reverted under the said provision for reverter did at the date of the introduction of the Bill for this Act stand limited subject to the existing incumbrances thereon to the use of the second son of the late Lord Tredegar the Right Honourable Godfrey Charles now Lord Tredegar (in this Act called " Lord Tredegar ") for his life with remainder to the use of the first and other sons of Lord Tredegar successively in tail male with remainder to the use of the Honourable Frederic Courtenay Morgan the third son of the late Lord Tredegar for his life with remainder to the use of Courtenay Charles Evan Morgan the eldest son of the said Frederic Courtenay Morgan in tail male with remainder over :

And whereas Lord Tredegar has never been married and the said Courtenay Charles Evan Morgan attained the age of twenty-one years in the year 1888 :

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And whereas by virtue of an indenture of disentailing assurance dated the first day of July one thousand eight hundred and ninety-six and made between Lord Tredegar of the first part the said Frederic Courtenay Morgan of the second part the said Courtenay Charles Evan Morgan of the third part and Sir George Ferdinand Radzivil Forestier-Walker Bart. and Captain Henry Edzell Morgan Lindsay of the fourth part and an indenture of resettlement bearing even date with but executed after the said disentailing assurance and made between Lord Tredegar the said Frederic Courtenay Morgan and Courtenay Charles Evan Morgan of the first part the said Sir George Ferdinand Radzivil Forestier-Walker and Henry Edzell Morgan Lindsay of the second part and his Excellency the Right Honourable Victor Alexander Earl of Elgin and Kincardine Viceroy of India Walter Thomas James Scrymsoure Steuart-Fotheringham Esquire the Honourable Arthur John Morgan and William Edward Carne Curre Esquire of the third part the said Tredegar family estates now stand limited (subject to the existing incumbrances thereon and to the uses and estates created by the recited settlement of 1844 preceding the estate in tail male thereby limited to the first son of the said Frederic Courtenay Morgan other than the uses and estates for life of Lord Tredegar and the said Frederic Courtenay Morgan) to such uses as the said Lord Tredegar Frederic Courtenay Morgan and Courtenay Charles Evan Morgan by any deed or deeds shall from time to time jointly appoint and in default of such appointment to such uses as the said Courtenay Charles Evan Morgan and the survivor of them the said Lord Tredegar and Frederic Courtenay Morgan by any deed or deeds shall from time to time jointly appoint with remainder to the use of Lord Tredegar for life by way of restoration of his life estate under the settlement of 1844 with divers remainders over in strict settlement:

And whereas the provisions for reverter contained in the recited Acts were intended to be a security to Lord Tredegar and his trustees against the land which had been conveyed by them remaining unproductive and the Company have represented to the said Lord Tredegar Frederic Courtenay Morgan and Courtenay Charles Evan Morgan that the protection intended to be afforded by such provision for reverter is no longer necessary and that the existence of the said provision for reverter has been and still is an impediment to the raising of capital and borrowing of money by the Company on the security of their undertaking:

And whereas the Company have further represented to the said Lord Tredegar Frederic Courtenay Morgan and Courtenay Charles

Evan Morgan that the whole of the lands taken by the Company for the purposes of the dock and works authorised by the Company's Act of 1882 containing two hundred and thirteen acres or thereabouts other than about ten acres thereof which form part of the bed of the River Ebbw or are situate on the western side thereof are required for the purposes of their undertaking :

And whereas by the Company's Act of 1873 a right was conferred on the Company to deposit ballast on certain lands in the parishes of Saint Woollos and Bassaleg containing ninety-three acres or thereabouts :

And whereas the Company are desirous and Lord Tredegar and the said Frederic Courtenay Morgan and Courtenay Charles Evan Morgan are willing and it is expedient that the provision for reverter contained in the recited Acts should be varied in manner and to the extent herein-after appearing and that such new provisions should be made respecting leases of the ballast lands and respecting the Ebbw improvement and the continuation of the Mendlegieff Road as are in this Act contained :

And whereas by Article 8 of the Land Agreement of 1864 it was agreed to the effect that if the Company should let any of the lands thereby agreed to be conveyed one half of the rent received by the Company in respect of the lands so let should be from time to time paid as a portion of the rentcharge payable to Lord Tredegar but it was provided that the said Article 8 should not extend to any letting of any land or warehouse or other building to be used for the purposes therein mentioned and it was also provided that in case of the letting of any land with any building erected by and at the expense of the Company thereon the rent should be apportioned as therein mentioned :

And whereas questions and litigation arose between Lord Tredegar and the Company as to the true construction of the said article and in order to obviate such questions or litigation for the future it has been arranged to substitute for the provisions of Article 8 of the said agreement the provisions in this Act contained :

And whereas the Company have been advised that they have under the Land Agreement of 1864 and Lord Tredegar's Estate Act 1865 a general power of leasing any of the lands comprised in that agreement apart from their express statutory powers and it is desirable to explain the leasing powers of the Company accordingly :

And whereas in the execution of the dock and works authorised by the Company's Act of 1882 certain modifications have been found desirable which do not affect the interests of Lord Tredegar

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or the public and it is expedient that the same be sanctioned by Parliament :

And whereas the time limited by the Act of 1882 for the construction and completion of the dock and works authorised by that Act was by the Alexandra (Newport and South Wales) Docks and Railway Act 1890 (section 5) extended to the eighteenth day of August one thousand eight hundred and ninety-seven and it is expedient to grant such further extension of time as in this Act mentioned :

And whereas having regard to the provisions of section 45 of the Newport Dock (Transfer) Act 1883 it is doubtful whether section 48 of the Newport Dock Company's Act of 1835 relating to the right of pre-emption by adjoining owners now applies to lands forming part of the old Newport Dock undertaking and it is expedient to remove such doubts :

And whereas it is expedient to make such other provisions as this Act contains :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 :—

PRELIMINARY.

Short title.

1. This Act may be cited as the Alexandra (Newport and South Wales) Docks and Railway Act 1896 and the Company's Act of 1865 together with the Acts amending it and this Act may be cited collectively as the Alexandra (Newport and South Wales) Docks and Railway Acts 1865 to 1896.

THE COMPANY AND LORD TREDEGAR.

Modification of provisions for reverter of lands to Lord Tredegar.

2. Section 4 of Lord Tredegar's Estate Act 1865 and Articles 12 and 13 of the Land Agreement of 1864 set forth in the Second Schedule to that Act as well as in the Schedule (C.) to the Company's Act of 1865 and sub-sections (3) and (4) of section 14 of the Company's Act of 1882 which provide for the reverter in certain events to Lord Tredegar or his sequels in estate or trustees of any land or of any portion of any land taken by the Company are hereby repealed and such of the provisions of any other Act as apply amend or extend those provisions are hereby also respectively

repealed and in lieu of all such provisions the following provisions for reverter shall have effect :—

(i) If at any time after the passing of this Act the undertaking of the Company shall be abandoned Lord Tredegar or his sequels in estate or his or their trustees may serve notice on the Company requiring them to resume their undertaking and if at the expiration of twelve months from the date of such notice the Company shall have failed to resume their undertaking then the whole of the lands acquired by the Company for the purpose of their undertaking whether by gift purchase or otherwise under the Land Agreement of 1864 or under the Company's Act of 1865 or any of the subsequent Acts amending or extending the same shall revert :

(ii) The lands which shall so revert shall by force of this Act revert to and be vested in the person or persons who if the said land agreement had not been made and any conveyance in pursuance thereof had not been made and Lord Tredegar's Estate Act of 1865 and the Company's Act of 1865 and the several Acts applying amending or extending the same had not been passed would at the time of the reverter be entitled to the said lands and shall be so vested for such estates rights and interests and with and subject to such powers and provisions as if the events aforesaid had not happened would be then subsisting in the said lands freed and discharged from all rights claims and demands of the Company and all persons claiming by from through or under them or by their act or means but subject and without prejudice to any then subsisting leases or agreements for leases theretofore granted by the Company in pursuance of the said land agreement or the said Acts or any of them :

(iii) All conveyances of any lands rights or easements which have at any time heretofore been made by the late or the present Lord Tredegar and the trustees of either of them to the Company subject to any provision for reverter to the uses of the Tredegar settled estates by reference to the provisions for reverter contained in Lord Tredegar's Estate Act 1865 or to such provisions as modified by the Company's Acts of 1873 and 1882 or either of them or any subsequent Act shall have effect and be construed as if the reference therein made had been to the provision for reverter by this Act substituted for the aforesaid provisions which are repealed by this Act.

3.—(1) Unless and until the Company require to exercise the right to deposit ballast on the lands mentioned in the Land Agreement of 1864 as containing ninety-three acres or thereabouts and to

Provisions as to ballast lands and other lands.

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exercise the right acquired or proposed to be acquired by the Company under the said land agreement of depositing ballast on the lands situate in the parishes of Saint Woollos and Bassaleg containing one hundred acres or thereabouts it shall be lawful for Lord Tredegar or his sequels in estate to let and demise any part of the said lands for his or their own benefit for agricultural building or manufacturing purposes and the rights of the Company to deposit ballast shall be subject to the rights of the tenants under any such letting or demise.

(2) That portion of the lands containing two hundred and thirteen acres or thereabouts and coloured green on Lord Methuen's plan which portion is inclosed by a bend of the River Ebbw and lies on the west side of the said river and also so much of the bed of the said river as is coloured green on the said plan and also so much of the site of the proposed road shown on the said plan as crosses or is inclosed by the bend of the said river shall henceforth cease to be subject to the provisions of the Land Agreement of 1864 and to the liability to be taken by the Company under that agreement and the remainder of the lands containing two hundred and thirteen acres or thereabouts taken by the Company as aforesaid shall (subject to the provisions of this Act as to continuation of Mendlegieff Road) be considered as acquired by them under the provisions of the twenty-third article of the Land Agreement of 1864 as altered by the Company's Act of 1873.

Company not to make Ebbw improvement.

4. The Company shall not execute and shall not be under any obligation to execute and shall not incur any liability to Lord Tredegar his sequels in estate or trustees or to any other person by reason of the non-execution of the Ebbw improvement authorised by the Company's Act of 1882 and the other works by the said Act authorised in connexion therewith.

Compensation to be made in respect of works

5. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of the Ebbw improvement or works connected therewith to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such lands but notwithstanding full compensation shall be made by the Company to the owners and occupiers 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 the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for

determining the amount and application of compensation paid for lands taken under the provisions thereof. A.D. 1896.

6. The abandonment by the Company under the authority of this Act of any portion of the Ebbw improvement or works connected therewith shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of the works and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Lands Clauses Acts or in the Act of 1882.

Compensation for damage to land by entry &c. for works abandoned.

7. The road mentioned in the Company's Act of 1882 and known as the Mendlegieff Road which the Company are liable when required by Lord Tredegar or his sequels in estate to continue from the point marked L to the point marked M on Lord Methuen's plan shall be continued by the Company between those points at such width as in the Company's Act of 1882 mentioned and in such a direction that where the said road would if continued in a direct line between those points cross the River Ebbw the said road shall be continued in a curve abutting on the said river and following the bend of the same on the eastern bank thereof and the said road shall be continued so as to afford adequate and convenient means of access to the portions of the lands in the parishes of Saint Woollos and Bassaleg containing one hundred acres or thereabouts lying on the east side of the River Ebbw.

As to continuation of Mendlegieff Road.

The rights and interests of the Company in the lands lying on the west side of the said road and coloured blue on a plan signed by William Stopford Smyth and George William Rees shall henceforth absolutely cease and determine and the centre line of the continuation of the said road shall be the boundary between the respective properties of Lord Tredegar and the Company and the continuation of the said road shall belong to Lord Tredegar and his trustees and the Company in equal moieties and shall always be maintained in repair by the Company at their own expense Provided that the flow of water in the reen or watercourse shown on the said plan by dotted red lines between the points O and P shall not be stopped or interrupted and the Company shall always have the right of access to the said reen or watercourse and the

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A.D. 1896. right of taking and using water therefrom for the purposes of their undertaking Provided also that notwithstanding anything in this section the Company shall at all times have the right and benefit of access to any lands belonging to Lord Tredegar or his trustees on which the Company have for the time being the right to deposit ballast.

Explanation
of leasing
powers of
the Com-
pany.

8. Article 8 of the Land Agreement of 1864 is hereby repealed and in lieu thereof the following article shall be substituted and the said land agreement shall henceforth be read and have effect as if the following article had originally formed part of the said land agreement.

In case the Company or the lessees or assigns of their undertaking and property shall let any of the lands hereby agreed to be conveyed either with or without any building thereon or any right or easement over any such lands and whether at a mere ground rent or at a rack rent or any intermediate rent and whether by way of original lease or by way of renewal or other lease for any purpose whatsoever one-third part of the rent or rents or other pecuniary consideration (not being rates or dues of any kind or anything of the like sort) received by or satisfied to the Company or the lessees or assigns of their undertaking and property in respect of the land or right or easement so let shall from time to time be paid as a portion of the rentcharge and the same one-third part shall be payable and paid without any deduction whatsoever except the tax upon property or income and any rates or taxes payable by landlords and which by the leases or agreements respectively the lessees or tenants may deduct as against the Company or the lessees or assigns of their undertaking and property Provided that in every case in which the Company or the lessees or assigns of their undertaking and property let any land with any building thereon erected by and at the expense of the Company or the lessees or assigns of their undertaking and property the rent or other pecuniary consideration as aforesaid at or for which the Company or the lessees or assigns of their undertaking and property let the land shall for the purpose of this article be apportioned so that a due proportion thereof shall be attributed to the building so erected and the proportion so attributed shall not be taken into account as rent or consideration whereof one-third part is to be paid as a portion of the rentcharge Provided also that no such letting shall be made except for the best pecuniary consideration that having regard to all the circumstances of the case can reasonably be had for the same Provided also that the Company shall within twenty-one days after the execution of any lease or agreement for letting deliver a copy thereof to the person

for the time being entitled to the said rentcharge or to his solicitor or agent. A.D. 1896.

It is hereby declared that apart from their powers of granting building and improving leases under their Act of 1865 (sections 64-66) and their Act of 1873 (section 11) the Company shall as between themselves and Lord Tredegar his sequels in estate or trustees and as between themselves and their lessees or intended lessees have and shall be deemed always to have had power to grant leases for any term not exceeding ninety-nine years of any lands for the time being vested in them and not required immediately or otherwise to be used for any of the purposes of the Company's undertaking.

9. The South Dock and works authorised by the Company's Act of 1882 as constructed by the Company shall be deemed to have been duly executed in compliance with the provisions in that Act and any lands acquired by the Company under the powers of that Act shall not be deemed to have been and shall not be subject to the provisions for reverter therein contained by reason of their not having been used for the purposes of that Act. As to construction of South Dock.

MISCELLANEOUS.

10. The time limited by the Company's Act of 1882 for the construction and completion of the dock and works authorised by that Act is hereby extended for a period of five years from the eighteenth day of August one thousand eight hundred and ninety-seven. Extension of time for completion of South Dock &c.

11. The Company shall not under the powers of the Act of 1882 as extended by this Act purchase or acquire in any city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied: Restriction on taking houses of labouring class.

For the purposes of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

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Power to
sell lands
acquired
from
Newport
Dock Com-
pany.

Park Mile
deviation
deemed part
of authorised
railway.

12. The Company may sell and dispose of any lands acquired by them from the Newport Dock Company and not required for any of the purposes of their undertaking free from and unrestricted by any of the provisions as to pre-emption contained in the Newport Dock Company's Act of 1885. The proceeds of sale of any such lands shall be treated as capital in the accounts of the Company and shall be applied only to purposes to which capital is properly applicable.

13.—(1) The deviation of the Pontypridd Caerphilly and Newport Railway about three hundred and fifty yards in length which commences on the Park Mile on the south side of the Great Western Railway Bridge over the public road from Newport to Machen at Pye Corner thence passing over lands belonging to the Great Western Railway Company and the Brecon and Merthyr Tydfil Junction Railway Company and terminating at a point on the existing Pontypridd Caerphilly and Newport Railway about sixty-six yards eastward of the Brecon and Merthyr Tydfil Junction Railway Viaduct over the River Ebbw shall except so far as the same deviation passes through Tredegar Park for the purpose of tolls rates and charges and all other purposes be deemed to form part of the railways of the Pontypridd Company authorised by Act of Parliament.

(2) The said deviation so far as the same passes through Tredegar Park shall be deemed to form part of that portion of the Tredegar Park Mile Railway given up for the use of the Pontypridd Caerphilly and Newport Railway Company under the Pontypridd Caerphilly and Newport Railway Act 1883 and such part of the said deviation shall be used only for the purpose of traffic to from or through the Bassaleg Station of the Brecon and Merthyr Tydfil Junction Railway Company.

(3) The Pontypridd Caerphilly and Newport Railway Company and all the companies and persons using their railway or any part thereof shall as from the thirty-first day of December one thousand eight hundred and ninety-six in lieu of the tolls payable under the Pontypridd Caerphilly and Newport Railway Act 1883 pay to Lord Tredegar or other the owner or owners of Tredegar Park for the use of the Park Mile Railway a toll at the rate of $\frac{26}{100}$ ths of a penny per ton per mile for traffic of all descriptions (other than passenger or coaching traffic) passing over the Park Mile Railway except in cases where a higher through mileage rate than $\frac{60}{100}$ ths of a penny per ton per mile is charged by the Pontypridd Caerphilly and Newport Railway Company or other the company or persons using their railway or any part thereof as aforesaid to the freighter in which case they shall pay to Lord Tredegar or other the owner

or owners aforesaid a toll equal to fifty per centum of the through mileage rate charged. A.D. 1896.

14. The Company shall not under any circumstances or in any case whatever be answerable or accountable for or be liable to make good any loss or damage which may happen to any goods or things at the docks works or quays of the Company from or in consequence of fire theft storm earthquake tempest civil commotion the act of the Queen's enemies or other inevitable accident or from any other cause not arising from the default or neglect of the Company But this enactment shall not extend to limit any liability of the Company with respect to goods or things stored in any warehouse. Company not liable for loss by fire &c.

15. 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. Costs of Act.

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