



CHAPTER 2.

An Act for confirming an agreement between the Right Honourable Godfrey Charles Lord Tredegar and the trustees of his settled estates and the Alexandra (Newport and South Wales) Docks and Railway Company for the conveyance to the Company of lands forming part of the settled estates and an agreement between the Company and Lord Tredegar for the issue to Lord Tredegar of a sum of £150,000 preferred ordinary stock of the Company for authorising the trustees of the settled estates to purchase from Lord Tredegar a sum of £50,000 part of such last-mentioned preferred ordinary stock for confirming the purchase by the trustees of the settled estates of a sum of £50,000 preferred ordinary stock of the Company created and issued under the Alexandra (Newport and South Wales) Docks and Railway Act 1897 and for other purposes. A.D. 1904.

[15th August 1904.]

WHEREAS by the Alexandra (Newport and South Wales) Docks and Railway Act 1896 (in this Act called "the Company's Act of 1896") 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 Alexandra (Newport) Dock Act 1865 (in this Act called "the Company's Act of 1865") and subsections (3) and (4) of the Alexandra (Newport and South Wales) Docks and Railway Act 1882 (in this Act called "the Company's Act of 1882") which provided for the reverter in certain events to Lord

A.D. 1904. Tredegar or his sequels in estate and trustees of any land or of any portion of any land taken by the Alexandra (Newport and South Wales) Docks and Railway Company (in this Act called "the Company") were repealed and such of the provisions of any other Act as applied amended or extended those provisions were also respectively repealed and in lieu of all such provisions the provisions for reverter set forth in section 2 of the Company's Act of 1896 were substituted And by sections 3 7 8 and 9 of the Company's Act of 1896 (which sections as well as section 2 of that Act are set forth in the First Schedule to this Act) the provisions in those sections respectively contained with respect to the ballast and other lands mentioned in the land agreement of 1864 and with respect to the continuation of the road mentioned in the Company's Act of 1882 and known as the Mendlegieff Road and the boundary line between the respective properties of the Right Honourable Godfrey Charles Lord Tredegar (in this Act called "Lord Tredegar") and the Company and the ownership and maintenance of such continuation of the said road and also (in lieu of certain provisions of the land agreement of 1864 which were repealed by the Company's Act of 1896) with respect to rents received by the Company under leases granted by them and with respect to the South Dock and works authorised by the Company's Act of 1882 and lands acquired by the Company under the powers of that Act were respectively enacted :

And whereas by the Alexandra (Newport and South Wales) Docks and Railway Act 1897 (in this Act called "the Company's Act of 1897") the directors of the Company were empowered for the purposes of that Act from time to time to raise any additional sum or sums not exceeding in the whole £190,000 by the creation and issue of new ordinary stock such stock when created and issued to be called preferred ordinary stock :

And whereas in the year 1898 the trustees of the family settlements of Lord Tredegar under a power for that purpose contained in the indenture of resettlement of the 1st day of July 1896 hereinafter in this Act mentioned but which power was not contained in the settlement dated the 26th day of November 1844 also hereinafter in this Act mentioned purchased from Lord Tredegar out of moneys in their hands subject to the trusts of those settlements a sum of £50,000 preferred ordinary stock part of the preferred ordinary stock created and issued by the Company under the Company's Act of 1897 :

And whereas a Bill intituled "An Act to empower the Alexandra (Newport and South Wales) Docks and Railway Company to extend their existing south dock and to construct other works and to execute a diversion or straightening of the River Ebbw and for other purposes" is pending in Parliament in the present session and is hereinafter referred to as "the intended Act":

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And whereas it is proposed by the intended Act to empower the Company to make and maintain a dock in extension of their existing south dock and a diversion and straightening of part of the River Ebbw and a certain wharf and certain piers or jetties and other works and for those purposes to enter on take and use all or any of the lands delineated on and described in the deposited plans and book of reference or any part thereof And by the intended Act it is also proposed to repeal part of section 13 of the Company's Act of 1882 and section 7 of the Company's Act of 1896 and to empower the Company to stop up and discontinue so much of the Mendlegieff Road as lies to the southward of a point 75 yards or thereabouts to the south-west of the railway bridge over that road at East Mendlegieff Junction by erecting a fence or bars across the said road and to enact that when and so soon as such fence or bars shall have been erected all rights of way or of passing and repassing along the said road so stopped up and discontinued shall be by virtue of the intended Act extinguished subject to a proviso to the effect that if by reason of the stopping up of the said portion of the road Lord Tredegar or his sequels in estate shall be deprived of access by means of the said portion of road to any part of the Tredegar Settled Estates then the Company shall be bound to provide for the use of Lord Tredegar and his sequels in estate his and their lessees and tenants means of access to such part of the Tredegar Estates not less convenient than the access to which he or they would but for the section now in recital of the intended Act have been entitled under the Acts relating to the Company referred to in the intended Act as "the recited Acts" and to a further proviso that until the Company shall have acquired the land of Lord Tredegar abutting on the said portion of road the centre line thereof shall continue to be the boundary between the respective properties of Lord Tredegar and the Company and any access so provided shall so far as the same shall be situate on lands for the time being belonging to the Company be maintained by and at the expense of the Company to the satisfaction of Lord Tredegar or his sequels in estate and to a further proviso that if by reason of the stopping up of the said road the

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corporation of Newport shall be deprived of access to any land at present let to them by Lord Tredegar the Company shall provide means of access not less convenient than the corporation now have by means of the said portion of road :

And whereas it is also proposed by the intended Act to empower the directors of the Company to create and issue consolidated stock A of the Company to an amount not exceeding £135,000 such stock to rank *pari passu* with and bear the same dividend payable at the same times as the existing consolidated stock A of the Company and also to create and issue consolidated stock B to an amount not exceeding £135,000 such stock to rank *pari passu* with and bear the same dividend and payable at the same times as the existing consolidated stock B of the Company and also to create and issue preferred ordinary stock to an amount not exceeding £150,000 such stock to rank *pari passu* with and be deemed to be part of the existing preferred ordinary stock of the Company And by the intended Act it is also proposed to enact that notwithstanding anything in any of the said Acts referred to in the intended Act as the recited Acts the surplus profits of the Company in each year after paying the dividends for that year on the consolidated stock A and the consolidated stock B and all prior dividends and charges (if any) and after placing to reserve fund and carrying forward such sums as the directors of the Company may from time to time deem expedient shall be applied as and so far as the same may be sufficient in the following manner (that is to say) :—

First In paying a dividend of four per centum per annum on the whole of the preferred ordinary stock of the Company ;

Secondly In paying a dividend of four per centum per annum on the whole of the deferred ordinary stock of the Company ; and

Thirdly In paying an additional dividend on the whole of the preferred and deferred ordinary stocks of the Company as if the same were one stock ranking equally for dividend :

Provided that the section now in recital of the intended Act shall not come into operation till the first day of January next after preferred ordinary stock of the Company to the amount of at least £75,000 shall have been created and issued under the powers of that Act and fully paid up :

And whereas the lands whereon the proposed dock extension and other works are to be made under the intended Act include

part of the 213 acres acquired by the Company from the late Lord Tredegar and the trustees of his family settlement under the said land agreement of 1864 and other lands which the Company seek to acquire under the intended Act are part of the estates of which Lord Tredegar is as appears by the recitals in this Act tenant for life in possession and which are (subject to the existing incumbrances thereon hereinafter mentioned) settled in strict settlement under the indentures of settlement of 1844 and disentailing assurance and resettlement of 1896 hereinafter set forth : A.D. 1904.

And whereas the agreement a copy whereof is set forth in the First Part of the Second Schedule to this Act annexed (in this Act called "the first scheduled agreement") dated the 9th day of March 1904 and made between Lord Tredegar of the first part Sir George Ferdinand Forestier-Walker and Henry Edzell Morgan Lindsay the present trustees of his family settlements of the second part and the Company of the third part has been entered into conditionally on the intended Act being sanctioned by Parliament during the present session and on this Act being also obtained during the present session :

And whereas the agreement a copy whereof is set forth in the Second Part of the Second Schedule to this Act annexed (in this Act called "the second scheduled agreement") also dated the 9th day of March 1904 and made between the Company of the one part and Lord Tredegar of the other part has been entered into conditionally on the intended Act empowering the Company to create and issue the said respective amounts of consolidated stock A and consolidated stock B and preferred ordinary stock and for otherwise giving effect to the said agreement becoming an Act :

And whereas Lord Tredegar entered into the said last-mentioned agreement with the Company upon an understanding with the trustees of the settled estates that they would if authorised by Parliament so to do purchase from him the sum of £50,000 preferred ordinary stock of the Company part of the said sum of £150,000 like stock agreed to be issued to him by the Company under the said agreement :

And whereas by Lord Tredegar's Estate Act 1865 after reciting the existing settlement (in this Act called "the settlement of 1844") dated the 26th day of November 1844 of Lord Tredegar's family estates and after recitals showing that the persons then living and entitled to the settled estates were—

(A) The Right Honourable Charles Morgan Robinson Lord Tredegar ;

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- (B) The Honourable Godfrey Charles Morgan now Lord Tredegar ;
- (C) The Honourable Frederic Courtenay Morgan (in the said Act called Frederic Courtney Morgan) ;
- (D) The Honourable Arthur John Morgan ;
- (E) The Honourable George Gould Morgan ;
- (F) Charles Augustus Samuel Morgan ;
- (G) Charles Octavius Swinnerton Morgan ;

and that the persons unborn and who might become entitled to the settled estates were—

- (A) Issue male of Godfrey Charles Morgan now Lord Tredegar ;
- (B) Issue male of Frederic Courtenay Morgan otherwise Frederic Courtney Morgan ;
- (C) Issue male of Arthur John Morgan ;
- (D) Issue male of George Gould Morgan ;
- (E) Sons of the late Lord Tredegar and their issue male ;
- (F) Issue male of Charles Augustus Samuel Morgan ;
- (G) Issue male of Charles Octavius Swinnerton Morgan ;

and after recitals showing that the said Charles Octavius Swinnerton Morgan and Sir George Ferdinand Radzivil Walker Baronet were then the trustees under the settlement of 1844 of the several powers of sale exchange enfranchisement partition and investment thereby created and after enacting that the expression "the trustees" in that Act meant and included Charles Octavius Swinnerton Morgan and Sir George Ferdinand Radzivil Walker and other the person or persons who from time to time was and were the trustees and trustee under the said settlement of the aforesaid powers it was (amongst other things) enacted that in the event which happened of the Company's Act of 1865 being passed into a law in the then session of Parliament the trustees might and should subscribe for and take shares to the amount therein mentioned of the capital of the Company and pay the amount so subscribed out of moneys then already or thereafter received by the trustees by the exercise of the powers of sale exchange partition and enfranchisement contained in the settlement :

And whereas the said Charles Morgan Robinson late Lord Tredegar died in the month of April 1875 without having had any sons born after the passing of Lord Tredegar's Estates Act

1865 and upon his death his eldest surviving son the said Godfrey Charles Lord Tredegar became and now is Lord Tredegar : A.D. 1904.

And whereas the said Charles Augustus Samuel Morgan died in the month of September 1875 the said Charles Octavius Swinnerton Morgan died on the 5th day of August 1888 and the said Authur John Morgan died on the 9th day of November 1900 and neither of them the said Charles Augustus Samuel Morgan Charles Octavius Swinnerton Morgan and Arthur John Morgan ever had any issue :

And whereas Lord Tredegar has never been married :

And whereas the said Frederic Courtenay Morgan and George Gould Morgan are both now living but the said George Gould Morgan has never had any issue and the two sons of the said Frederic Courtenay Morgan mentioned in Lord Tredegar's Supplemental Estate Act 1874 namely his eldest son Courtenay Charles Evan Morgan who attained the age of 21 years in the year 1888 and Frederic George Morgan who attained the age of 21 years on the 22nd day of November 1894 are both still living but the said Frederic Courtenay Morgan has not since that Act had any other son born to him :

And whereas the said Courtenay Charles Evan Morgan on the 5th day of August 1890 intermarried with Lady Katharine Agnes Blanche Carnegie and has had issue male born to him one son only namely Evan Frederic Morgan now of the age of 10 years or thereabouts and the said Frederic George Morgan has had no issue male born to him :

And whereas by virtue of an indenture of disentailing assurance dated the 1st day of July 1896 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 the said Sir George Ferdinand Radzivil Forestier-Walker (who had assumed the surname of Forestier as a prefix to that of Walker) and Captain Henry Edzell Morgan Lindsay of the fourth part and an indenture of resettlement (in this Act called "the settlement of 1896") bearing even date with but executed after the said disentailing assurance and made between Lord Tredegar the said Frederic Courtenay Morgan and the said 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 the Right Honourable Victor Alexander Earl of Elgin and Kincardine Walter Thomas James Scrymgeour Steuart Fotheringham Esquire the said Arthur

A.D. 1904. John Morgan and William Edward Carne Curre Esquire of the third part and in the events which have happened the Tredegar Family Estates now stand limited (subject to the existing incumbrances thereon and to the uses and estates created by the 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 and in particular subject to a term of 500 years by the settlement of 1844 vested in Sir Hugh Owen Owen then Hugh Owen Owen Esquire and Charles Francis Rowley Lascelles upon the trusts therein declared for indemnifying the estates of Sir Charles Morgan and Charles Morgan Robinson late Lord Tredegar against all claims and demands under a certain lease therein mentioned and which term is now legally vested in Sir George Ferdinand Forestier-Walker Baronet and the said Henry Edzell Morgan Lindsay and the beneficial interest in which is now vested in Lord Tredegar alone as personal representative of the said Sir Charles Morgan and Charles Morgan Robinson late Lord Tredegar) To such uses as Lord Tredegar the said Frederic Courtenay Morgan and the said 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 Lord Tredegar and the said Frederic Courtenay Morgan by any deed or deeds shall from time to time jointly appoint with remainder To the use of Lord Tredegar for his life by way of restoration of his life estate under the settlement of 1844 with remainder To the use that the said Courtenay Charles Evan Morgan in case he and the said Frederic Courtenay Morgan shall both survive Lord Tredegar may receive a certain yearly rentcharge during the joint lives of himself and the said Frederic Courtenay Morgan with remainder To the use of the said Frederic Courtenay Morgan for his life by way of restoration of his life estate under the settlement of 1844 with remainder To the use that Lady Katharine Agnes Blanche Morgan the wife of the said Courtenay Charles Evan Morgan may receive a certain yearly rentcharge during the joint lives of herself and the said Courtenay Charles Evan Morgan with remainder To the use of the said Courtenay Charles Evan Morgan for his life with remainder To the use that the said Lady Katharine Agnes Blanche Morgan if she shall survive the said Courtenay Charles Evan Morgan may receive certain alternative yearly rentcharges therein mentioned during the remainder of her life or so long as she shall remain

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the widow of the said Courtenay Charles Evan Morgan with remainder To the use of the said Victor Alexander Earl of Elgin and Kincardine Walter Thomas James Scrymsoure Steuart Fotheringham and William Edward Carne Curre for the term of 600 years Upon the trusts thereafter declared for raising portions for the younger children of the said Courtenay Charles Evan Morgan by the said Lady Katharine Agnes Blanche Morgan with remainder To the use of the said Evan Frederic Morgan for his life with remainder To the use of his first and other sons successively in tail male with remainder To the use of the second and other sons of the said Courtenay Charles Evan Morgan successively in tail male with remainder To the use of the said Frederic George Morgan for his life with remainder To the use of his first and other sons successively in tail male with remainder To the use of the third fourth and other younger sons of the said Frederic Courtenay Morgan successively in tail male with remainder To the use of the said Henry Edzell Morgan Lindsay for a term of 99 years if the said George Gould Morgan shall so long live Upon trust for the benefit of the said George Gould Morgan with remainder To the use of the said Courtenay Charles Evan Morgan his heirs and assigns for ever :

And whereas the said Sir George Ferdinand Forestier-Walker and Henry Edzell Morgan Lindsay are the present trustees under the settlements of 1844 and 1896 of the several powers of sale exchange enfranchisement partition and investment therein respectively contained :

And whereas the Third Schedule to this Act annexed shows the now existing incumbrances other than leases and agreements for leases on the fee simple of those parts of the Tredegar Settled Family Estates which comprise the lands which are under the first scheduled agreement proposed to be conveyed to the Company :

And whereas it is considered expedient and in the interests of Lord Tredegar and all other persons interested in the Tredegar Family Estates that such provisions should be made as are in this Act contained for making the said recited provisions of the Company's Act of 1896 binding on Lord Tredegar and the other persons hereinafter mentioned as intended to be bound by this Act and for confirming the first and second scheduled agreements and making the same binding on the parties thereto respectively and also for confirming the purchase by the trustees of the family settlements of Lord Tredegar in the year 1898 of the said sum of £50,000

A.D. 1904. preferred ordinary stock of the Company created and issued under the Company's Act of 1897 for authorising the trustees of the Tredegar Settled Estates to purchase from Lord Tredegar the said sum of £50,000 preferred ordinary stock of the Company part of the said sum of £150,000 like stock to be issued to him as aforesaid and also to make such other provisions as this Act contains :

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

Wherefore your Majesty's most dutiful and loyal subjects Godfrey Charles Lord Tredegar the tenant for life in possession of the settled estates and Frederic Courtenay Morgan and Courtenay Charles Evan Morgan the first and second tenants for life in remainder of the same estates do most humbly beseech Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

Short title. 1. This Act may for all purposes be cited as Lord Tredegar's Supplemental Estate Act 1894.

Definition of expression "the trustees" in this Act. 2. The expression "the trustees" in this Act means and includes the said Sir George Ferdinand Forestier-Walker and Henry Edzell Morgan Lindsay and other the persons and person who from time to time are and is the trustees or trustee under the settlements of 1844 and 1896 of the several powers of sale exchange enfranchisement partition and investment thereby respectively created.

Provisions of Company's Act of 1896 to be binding. 3. The provisions of sections 2 3 7 8 and 9 of the Company's Act of 1896 (which sections are set forth in the First Schedule to this Act) so far as the same or any of them are not hereinafter in this Act expressed to be altered or varied are hereby made binding on Lord Tredegar and on all other persons hereinafter mentioned as intended to be bound by this Act.

Provisions as to Mendlegieff Road. 4. In lieu of the part of section 13 of the Company's Act of 1882 from the words "and that road shall when completed" to the end of that section and section 7 of the Company's Act of 1896 the following provision shall have effect The Company may at any time after the passing of the intended Act stop up and discontinue so much of Mendlegieff Road in the parish of Saint Woollos and county borough of Newport as lies to the southward of a point

seventy-five yards or thereabouts to the south-west of the railway bridge over that road at East Mendlegieff Junction by erecting a fence or bars across the said road and when and so soon as such fence or bars shall have been erected all rights of way or of passing and repassing along the part of the said road so stopped up and discontinued shall be extinguished. Provided that if by reason of the stopping up the said portion of road Lord Tredegar or his sequels in estate shall be deprived of access by means of the said portion of road to any part of the Tredegar Settled Estates then the Company shall be bound to provide for the use of Lord Tredegar and his sequels in estate his and their lessees and tenants means of access to such part of the Tredegar Estates not less convenient than the access to which he or they would but for this section have been entitled under the Acts referred to in the intended Act as the recited Acts. Provided further that until the Company shall have acquired the land of Lord Tredegar abutting on the said portion of road the centre line thereof shall continue to be the boundary between the respective properties of Lord Tredegar and the Company and any access so provided shall so far as the same shall be situate on lands for the time being belonging to the Company be maintained by and at the expense of the Company to the satisfaction of Lord Tredegar or his sequels in estate. Provided that if by reason of the stopping up of the said road the corporation of Newport shall be deprived of access to any land at present let to them by Lord Tredegar the Company shall provide means of access not less convenient than the corporation now have by means of the said portion of road.

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5. The trustees for the time being of the settlements of 1844 and 1896 shall be deemed to have had full power to purchase from Lord Tredegar the said sum of fifty thousand pounds preferred ordinary stock of the Company purchased by them in the year one thousand eight hundred and ninety-eight and the said purchase is hereby confirmed.

Purchase by trustees of settled estates of £50,000 preferred ordinary stock of Company in 1898 confirmed.

6. The first scheduled agreement is respectively hereby confirmed and made binding on the parties thereto and also on all other persons from time to time interested whether beneficially or as trustees or mortgagees or other incumbrancers in the lands to be conveyed under the same agreement and the trustees shall have power with the consent of Lord Tredegar or other the person for the time being under the settlements of 1844 and 1896 having power to consent to the exercise of the powers of sale in the same

Agreement in First Part of Second Schedule confirmed and trustees of settled estates empowered to convey lands comprised

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therein to
Company.

settlements respectively contained to convey any of the said lands mentioned or referred to in the first scheduled agreement to the Company freed and discharged from the mortgages and incumbrances mentioned in the Third Schedule to this Act and without the necessity of any concurrence of or consent by such mortgagees and incumbrancers or any of them and also from the said term of five hundred years limited to the said Sir Hugh Owen Owen and Charles Francis Rowley Lascelles by the settlement of 1844.

Trustees of
settled estates
empowered to
purchase
from Lord
Tredegar
£50,000 part
of preferred
ordinary
stock to be
issued to him
by Company.

7. The second scheduled agreement is hereby confirmed and it shall be lawful for the trustees to purchase from Lord Tredegar the sum of fifty thousand pounds preferred ordinary stock of the Company part of the said sum of one hundred and fifty thousand pounds like stock of the Company to be issued to him pursuant to the provisions of the second scheduled agreement and at the price at which the same stock is issued to him under the said last-mentioned agreement and to pay the purchase-money for the said fifty thousand pounds preferred ordinary stock out of any moneys in their hands arising from the exercise of the powers of sale and exchange or other powers contained in the settlements of 1844 and 1896 or either of them.

General
saving.

8. Saving always to the King's most Excellent Majesty His heirs and successors and to every other person and body politic and corporate and their respective heirs successors executors administrators and assigns (other than and except only the several persons who by this Act are expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever in to upon and with respect to the settled estates and any and every part thereof respectively as they every and any of them respectively had before the passing of this Act or could or might have had or enjoyed in case this Act had not been passed.

Exceptions
from general
saving.

9. The persons following and their respective executors administrators and assigns are excepted out of the general saving in this Act contained and accordingly are the only persons bound by this Act (that is to say) :—

- (1) Lord Tredegar and his heirs :
- (2) His first and other sons and the heirs male of their respective bodies :
- (3) The Honourable Frederic Courtenay Morgan :

- (4) Courtenay Charles Evan Morgan eldest son of the said Frederic Courtenay Morgan : A.D. 1904.
- (5) Lady Katharine Agnes Blanche Morgan the wife of the said Courtenay Charles Evan Morgan :
- (6) The Right Honourable Victor Alexander Earl of Elgin and Kincardine Walter Thomas James Scrymsoure Steuart Fotheringham and William Edward Carne Currie the surviving trustees of the term of six hundred years for raising portions created by the settlement of 1896 :
- (7) Evan Frederic Morgan the only son of the said Courtenay Charles Evan Morgan :
- (8) His first and other sons and the heirs male of their respective bodies :
- (9) The sons hereafter to be born of the said Courtenay Charles Evan Morgan and the heirs male of their respective bodies :
- (10) Frederic George Morgan the second son of the said Frederic Courtenay Morgan :
- (11) His first and other sons and the heirs male of their respective bodies :
- (12) The sons hereafter to be born of the said Frederic Courtenay Morgan and the heirs male of their respective bodies :
- (13) Henry Edzell Morgan Lindsay the surviving trustee of the term of 99 years created by the settlement of 1896 for making provision for George Gould Morgan :
- (14) Sir George Ferdinand Forestier-Walker Baronet and Henry Edzell Morgan Lindsay the trustees of the term of 500 years limited by the settlement of 1844 and also the trustees of the powers of sale exchange enfranchisement partition and investment respectively created by the settlements of 1844 and 1896 :
- (15) The several persons entitled to or interested in the several mortgages and incumbrances the particulars whereof are set forth in the Third Schedule to this Act annexed.

10. This Act shall not be a public Act but shall be printed by the several printers to the King's most Excellent Majesty duly authorised to print the statutes of the United Kingdom and a copy thereof so printed by any of them shall be admitted as evidence by all judges justices and others. Act as printed by King's printers to be evidence.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

(SECTIONS 2 3 7 8 AND 9 OF THE ALEXANDRA (NEWPORT AND SOUTH WALES) DOCKS AND RAILWAY ACT 1896.)

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 subsections (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 :

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- (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 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.

Provisions as
to ballast lands
and other lands.

(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 enclosed 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 enclosed 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.

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As to continu-
ation of Men-
dlegieff Road.

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.

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 reën 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 reën or watercourse and the 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 Company.

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. 1904.

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. 3

A.D. 1904.

THE SECOND SCHEDULE.

PART I.

HEADS OF AGREEMENT made the ninth day of March one thousand nine hundred and four between THE RIGHT HONOURABLE GODFREY CHARLES LORD TREDEGAR BARON TREDEGAR OF TREDEGAR in the county of Monmouth of the first part SIR GEORGE FERDINAND FORESTIER-WALKER Baronet of Castleton in the county of Monmouth a major in His Majesty's Army (retired) and HENRY EDZELL MORGAN LINDSAY of Ystrad Mynach in the county of Glamorgan esquire lieutenant-colonel of His Majesty's Royal Monmouthshire (Militia) Engineers (hereinafter called "the trustees") of the second part and THE ALEXANDRA (NEWPORT AND SOUTH WALES) DOCKS AND RAILWAY COMPANY (hereinafter called "the Company") of the third part.

WHEREAS in pursuance of the Alexandra (Newport) Dock Act 1865 and the Acts amending the same the Company have constructed docks and warehouses and other works upon lands forming part of Lord Tredegar's settled estates in the parish of Saint Woollos and county borough of Newport in the county of Monmouth and parts of the said lands have been conveyed by the late Lord Tredegar to the Company in pursuance of an agreement known as the land agreement of 1864 which was scheduled to and confirmed by the said Act of 1865:

And whereas further dock accommodation is now urgently needed to meet the requirements and development of traffic:

And whereas to meet the requirements aforesaid the Company have introduced into Parliament a Bill for empowering them to extend their existing south dock and to construct other works shown on the deposited plans referred to in the said Bill:

And whereas Lord Tredegar with a view of facilitating the making of the proposed dock extension and other works is willing to convey and assure to the Company in the event of the requisite parliamentary authority being obtained for the purpose all or so much of the lands situate in the parishes of Saint Brides Wentloog Bassaleg and Saint Woollos and parish and county borough of Newport and containing two hundred and fifty-seven acres or thereabouts and forming part of the settled estates and shown on the plans deposited for the purpose of the said Bill as may be required by the Company for making and maintaining the said dock extension and other works and conveniences connected therewith:

And whereas the plan annexed hereto shows the lands which are required for the intended dock extension and other works aforesaid and which lands are thereon edged pink.

Now it is hereby agreed by and between the parties hereto as follows :— A.D. 1904.

1. Lord Tredegar and the other necessary parties claiming under the present limitations of the Tredegar Settled Estates will assist the Company in obtaining the proposed Act of Parliament and if such Act be obtained such of the lands shown on the plan and edged pink as may from time to time be required by the Company for the said dock extension and other works shall be conveyed and assured to the Company accordingly :

Provided always that the Company shall not by virtue of this agreement be entitled to have any lands conveyed or assured to them other than and besides such lands as it shall be from time to time agreed in writing between Lord Tredegar or his sequels in estate and the trustees or other the trustees or trustee for the time being of the Tredegar Settled Estates and the Company are required for the said dock extension and other works of the Company or for the proper and convenient working and enjoyment thereof or for access thereto and any lands which the Company may be entitled to require to be so conveyed or assured to them shall be selected with a view to causing as little damage or injury as may be to the remaining adjoining parts of the Tredegar Settled Estates. If any dispute shall arise between Lord Tredegar or his sequels in estate and the trustees or other the trustees or trustee for the time being of the Tredegar Settled Estates and the Company as to whether any lands are required for such purposes or as to whether any particular lands are so required the question in dispute shall be referred to an engineer to be appointed by the Board of Trade and the decision of such engineer shall be final and binding on all parties. Provided also that the Company shall not under the provisions of this agreement be entitled to require any lands to be conveyed or assured to them after the expiration of eight years from the date of the passing of the Act confirming this agreement. Provided further that the Company shall not be entitled to have conveyed to them any land westward of the centre line of the River Ebbw as diverted as proposed by the said Bill but shall as regards any land westward of such line be entitled only to an easement or right of constructing and maintaining the proposed diversion of that river as shown on the said deposited plans and other works connected therewith.

2. Before being entitled to require any lands to be conveyed or assured to them under the foregoing provisions of this agreement the Company shall give to Lord Tredegar or his sequels in estate and also to the trustees or other the trustees or trustee for the time being of the Tredegar Settled Estates two calendar months' notice in writing accompanied by a plan indicating the lands which they require to have so conveyed or assured to them and the general nature of the works for which such lands are required.

3. The Company shall after taking possession of any land under the provisions of this agreement forthwith proceed to construct and with all

A.D. 1904. due diligence complete the works for which such lands were required in accordance (save so far as may be otherwise agreed with Lord Tredegar or the trustee or trustees of the Tredegar Settled Estates) with the notice given as aforesaid.

4. Notwithstanding anything hereinbefore contained on completion of the said dock extension and of the river diversion mentioned in paragraph B of the clause of the said Bill whereof the marginal note is "Power to make and maintain dock extension and other works" the Company shall be entitled to require Lord Tredegar and the other necessary parties claiming under the present limitations of the Tredegar Settled Estates to convey and assure to the Company all the lands delineated or shown on the plan annexed hereto which lie to the eastward of the centre line of the River Ebbw as diverted as proposed by the said Bill. Provided always that the Company shall not under the provisions of this clause be entitled to require any lands to be conveyed or assured to them after the expiration of ten years from the date of the passing of the Act confirming this agreement.

5. The consideration for the conveyance or conveyances hereby agreed to be made to the Company shall be a perpetual yearly rentcharge of such amount and to be charged and payable in like manner as the rentcharge reserved by article 7 of the Land Agreement of 1864 which is set forth in Schedule C to the Alexandra (Newport) Dock Act 1865 and articles 7 and 9 to 11 of that agreement (both included) and section 8 of the Alexandra (Newport and South Wales) Docks and Railway Act 1896 shall apply in the case of any lands to be conveyed and assured under this agreement as if they were expressly repeated and herein set forth.

6. Section 2 of the Alexandra (Newport and South Wales) Docks and Railway Act 1896 (which relates to the reverter of lands to Lord Tredegar) shall apply to all lands acquired by the Company under this agreement in like manner as the said section applies to lands acquired by the Company for the purpose of their undertaking under the Land Agreement of 1864.

7. Lord Tredegar and his sequels in estate shall have the possession and enjoyment of all such parts of the lands hereinbefore agreed to be conveyed of which the Company shall not for the time being be entitled to take possession under the terms of this agreement.

8. The Company shall give such facilities and accommodation works for the benefit of Lord Tredegar's estate adjoining any lands acquired by the Company under this agreement as shall be agreed between the engineers of Lord Tredegar or his sequels in estate and the Company or as in case of difference between them shall be determined by an engineer appointed by the Board of Trade and for ever thereafter maintain the same so far as they are situate on the property of the Company.

9.—(A) The Mendlegieff Road between the point R and the point S shown on the plan annexed hereto shall if and when required by Lord

Tredegar or his sequels in estate by notice in writing be widened by the Company on the north side thereof to a width of 72 feet and the Company shall lengthen the existing bridge carrying their dock railway over that road so as to admit of such widening thereunder but nothing herein contained shall prevent the Company from erecting in the said road supporting columns for their bridge in the centre of the span of the bridge so long as there is left a clear space of road (including footpath) of not less than 35 feet on each side between the abutments of the bridge and such columns and the headway of such bridge shall be increased by six inches. A. D. 1904.

(B) The sides of the said existing bridge shall be faced with white glazed bricks or tiles and the Company shall at their own expense effectually light the road under the said bridge so far as may be necessary for the safety and convenience of the traffic passing over such road.

(C) Any further bridge constructed by the Company over the said road shall be constructed by the Company in accordance with the foregoing requirements as to the said existing bridge.

(D) Any land now forming part of the Tredegar Settled Estates required for the widening of the Mendlegieff Road on the north side thereof shall be provided by Lord Tredegar or his sequels in estate or his or their trustees free of charge.

10. If the Company shall under the powers given to them by the Act confirming this agreement make the diversion and straightening of the River Ebbw shown on the plan annexed hereto they shall at their own expense prior to commencing to make such diversion and straightening construct a sea bank at a distance not less than sixty nor more than one hundred feet to the west of the western edge of the channel of such diversion and straightening such sea bank to be connected at each end with the existing sea bank where it intersects the same and to have throughout a minimum height of twenty-seven feet above ordnance datum and a minimum width of seven feet on the top and an uniform slope of two to one on either side and such sea bank to be in substitution for the existing sea bank.

11. The Company shall within six months from the date of the passing of the Act confirming this agreement convey to the existing uses of the Tredegar Settled Estates free of charge the piece of land shown on the plan annexed to this agreement and thereon coloured yellow.

12. This agreement shall only be binding on the Company in the event of the said Bill introduced by them as aforesaid being sanctioned by Parliament during the present session and shall only be binding on Lord Tredegar and the trustees in the event of an Estate Act empowering him and them in this behalf being obtained during the present session and this agreement is subject to such alterations (if any) as Parliament may see fit to make therein but if any material alteration is made herein either party shall be at liberty to withdraw from this agreement.

A.D. 1904.

In witness whereof the Company has hereunto caused its common seal to be affixed and the other parties have hereunto set their hands and seals the day and year first above written.

Signed sealed and delivered by the
above-named Lord Tredegar in
the presence of
J. E. W. RIDER
Lincoln's Inn Solicitor

TREDEGAR

Seal.

Signed sealed and delivered by
the above-named Sir George
Ferdinand Forestier-Walker in
the presence of
J. E. W. RIDER

GEORGE F.
FORESTIER-WALKER

Seal.

Signed sealed and delivered by
the above-named Henry Edzell
Morgan Lindsay in the presence
of
J. E. W. RIDER

H. E. M. LINDSAY

Seal.

The common seal of the Alexandra (Newport and
South Wales) Docks and Railway Company was
hereunto affixed by order of the Board in the
presence of

EMANUEL M. UNDERDOWN
Director

JNO. SMITH
Secretary.

Seal of the
Alexandra
(Newport and South
Wales) Docks and
Railway
Company.

PART II.

ARTICLES OF AGREEMENT dated the ninth day of March one thousand nine hundred and four and made between THE ALEXANDRA (NEWPORT AND SOUTH WALES) DOCKS AND RAILWAY COMPANY (hereinafter called "the Company") of the one part and THE RIGHT HONOURABLE GODFREY CHARLES LORD TREDEGAR BARON TREDEGAR OF TREDEGAR in the county of Monmouth of the other part.

WHEREAS the Company are seeking powers to issue for certain of the purposes of the Bill lately deposited by them in Parliament whereof the short title is The Alexandra (Newport and South Wales) Docks and Railway Act 1904 (hereinafter referred to as "the Bill") consolidated stock A to an amount not exceeding £135,000 which stock when created and issued is to rank pari passu with and bear the same dividend payable

at the same times as the existing consolidated stock A of the Company and consolidated stock B to an amount not exceeding £135,000 which stock when created and issued is to rank *pari passu* with and bear the same dividend payable at the same times as the existing consolidated stock B of the Company and preferred ordinary stock to an amount not exceeding £150,000 which stock when created and issued is for all purposes of dividend and otherwise to rank *pari passu* with and to be deemed to be part of the existing preferred ordinary stock of the Company :

And whereas the Company are desirous of being satisfied before proceeding with the Bill that the proposed issue of stock will raise sufficient cash for the purposes for which it is intended to be applied as well as of being able to give to the holders of the existing consolidated stocks A and B of the Company the assurance that the whole amount of the proposed issue of preferred ordinary stock will be subscribed for :

And whereas in these circumstances the Company have requested Lord Tredegar to subscribe for and take the whole of such preferred ordinary stock at the price hereinafter mentioned :

And whereas Lord Tredegar being largely interested in the Company has consented to subscribe for and take the whole of the proposed new issue of preferred ordinary stock at the price and on the terms and subject to the conditions hereinafter mentioned and the Company are advised and believe that this arrangement will be more advantageous to the Company than offering such preferred ordinary stock for public subscription :

And whereas it has also been agreed between the Company and Lord Tredegar that in consideration of his agreeing to subscribe for and take the whole of such preferred ordinary stock the surplus profits of the Company after paying the dividends on the consolidated stocks A and B and all prior dividends and charges should be applied in paying dividends on the preferred and deferred ordinary stocks of the Company in manner hereinafter provided :

Therefore for the considerations above appearing it is hereby agreed between the Company and Lord Tredegar as follows (that is to say):—

1. The Company will if authorised by the Bill to issue the above-mentioned amounts of consolidated stocks A and B and of preferred ordinary stock create and issue to Lord Tredegar on or before the 25th day of March 1905 the amount of £75,000 of the said preferred ordinary stock and from time to time such further amounts thereof as hereinafter provided such stock to be paid for in cash by Lord Tredegar at the price of £95 for every £100 of such stock.

2. Lord Tredegar hereby agrees and undertakes to accept the said amount of £75,000 of the said preferred ordinary stock to be issued to him by the Company as aforesaid.

3. If at any time within five years from the date of the passing of the Bill into an Act consolidated stock A and consolidated stock B or either of those stocks to the amount of £150,000 shall have been issued and accepted

A.D. 1904. — and twenty per cent. thereof shall have been paid up and the Company shall desire Lord Tredegar to accept any further amount of the said preferred ordinary stock Lord Tredegar hereby agrees and undertakes to accept such further amounts of the said stock (not exceeding £75,000) as he may be requested at any time prior to the expiration of the said period of five years by three months' notice in writing from the Company so to accept.

4. Lord Tredegar agrees to pay cash to the Company for all the further amounts of preferred ordinary stock accepted by him as aforesaid at the price of £95 for every £100 of such stock.

5. The Company agree and undertake to apply all moneys raised by the issue (as hereinbefore provided) to Lord Tredegar of such further amounts of the said preferred ordinary stock as hereinbefore mentioned and also all moneys raised by the issue (as hereinbefore provided) within five years from the date of the passing of the Bill into an Act of £150,000 of consolidated stock A and consolidated stock B or either of those stocks for the purpose exclusively of carrying into execution the dock extension mentioned in paragraph A and the river diversion mentioned in paragraph B and the pier extension mentioned in paragraph F of the clause of the Bill whereof the marginal note is "Power to make and maintain dock extension and other works."

6. It is further agreed between the Company and Lord Tredegar that the surplus profits in each year of the Company after paying the dividends for that year on the consolidated stock A and the consolidated stock B of the Company and all prior dividends and charges (if any) and after placing to reserve fund and carrying forward such sums as the directors of the Company may from time to time deem expedient shall be applied as and so far as the same may be sufficient in the following manner (that is to say):—

Firstly in paying a dividend of four per centum per annum on the whole of the preferred ordinary stock of the Company;

Secondly in paying dividend of four per centum on the whole of the deferred ordinary stock of the Company; and

Thirdly in paying an additional dividend on the whole of the preferred and deferred ordinary stocks of the Company as if the same were one stock ranking equally for dividend:

Provided that this clause shall not come into operation till the first day of January next after preferred ordinary stock of the Company to the amount of at least £75,000 shall have been created and issued under the powers of the Bill and fully paid up.

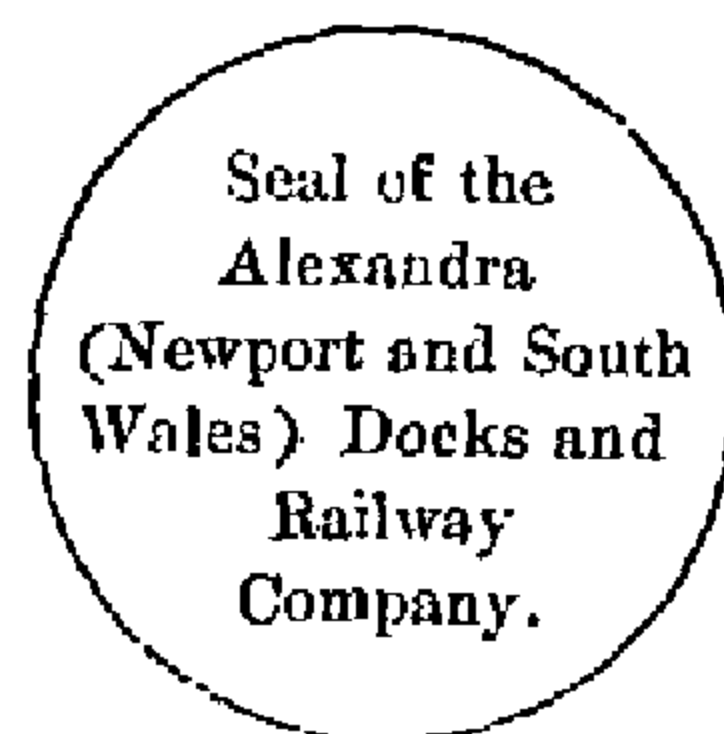
7. The obligations of the parties hereto are conditional on the passing of the Bill with provisions in it for the creation and issue of the above mentioned amounts of consolidated stock A and consolidated stock B and preferred ordinary stock and for giving effect to the provisions of the last preceding clause of this agreement and this agreement is subject to such alterations and modifications (if any) as Parliament may see fit to make

therein but if any material alteration is made therein either party shall be at liberty to withdraw from this agreement. A.D. 1904.

In witness whereof the Company has hereunto caused its common seal to be affixed and Lord Tredegar has hereunto set his hand and seal the day and year first above written.

The common seal of the Alexandra (Newport and South Wales) Docks and Railway Company was hereunto affixed by order of the Board in the presence of

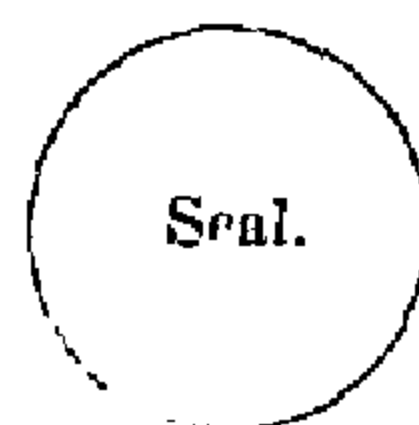
EMANUEL M. UNDERDOWN Director.
JNO. SMITH Secretary.



Signed sealed and delivered by the above-named Lord Tredegar in the presence of

J. E. W. RIDER
Lincoln's Inn Solicitor.

TREDEGAR



THE THIRD SCHEDULE.

PART I.

INCUMBRANCES CREATED PRIOR TO THE SETTLEMENT OF 1844.

1. Two several mortgage debts of £16,560 and £23,440 transferred to and now vested in Herbert Bullock Robert Webber. Monro and John Edward Wase Rider by an indenture dated the 3rd day of August 1892.

2. £9,900 the residue of a sum of £10,000 the marriage portion of Maria Margaretta Milman deceased the eldest daughter of Sir Charles Morgan Baronet deceased.

This sum is now legally vested in Lieutenant-General George Bryan Milman Major-General Gustavus Hamilton Lockwood Milman Lieutenant-Colonel Everard Stepney Milman and Angelina Emily Maria Milman Jemima Anna Maria Milman Margaret Anne Milman and Bertha Mary Milman the executrixes of the late Henry Salusbury Milman The persons now beneficially interested in the said marriage portion are the said George Bryan Milman Gustavus Hamilton Lockwood Milman Everard Stepney Milman Angelina Emily Maria Milman Jemima Anna Maria Milman Margaret Anne Milman and Bertha Mary Milman and Matilda Julia Acton and also the children of some of them under their marriage settlements.

PART II.

A.D. 1904.

INCUMBRANCES CREATED UNDER THE POWERS OF THE SETTLEMENT OF 1844.

3. A sum of £10,000 the balance of a mortgage debt of £15,920 created by an indenture dated the 22nd July 1873 and now vested in Alexander Cross Hall the executor of William Henry Hall deceased under an indenture dated the 5th day of October 1887.

4. £10,000 marriage portion of Selina Maria Williamson formerly Selina Maria Morgan the second daughter of the said Charles Morgan Robinson Lord Tredegar.

This sum is now legally vested in Sir George Ferdinand Forestier-Walker as executor of his father Sir George Ferdinand Radzivil Forestier-Walker the surviving trustee of the marriage settlement of the said Selina Maria Williamson.

The only persons beneficially interested in this sum are David Robertson Williamson the husband of the said Selina Maria Williamson and the said Selina Maria Williamson their only son the Reverend Charles David Williamson having sold and conveyed his reversionary interest so as to merge in the settled estates.

5. Annuity of £100 payable to the said Selina Maria Williamson under the will of the said Charles Morgan Robinson Lord Tredegar.

6. £10,000 marriage portion of Dame Fanny Henrietta Walker deceased formerly Fanny Henrietta Morgan the third daughter of the said Charles Morgan Robinson Lord Tredegar.

This portion is now legally vested in the said Godfrey Charles Lord Tredegar as the surviving trustee of the marriage settlement of the said Fanny Henrietta Walker.

The persons beneficially interested in the said portion are the said Sir George Ferdinand Forestier-Walker the trustees of the marriage settlement of Radzivil Frederick Forestier-Walker Ivor Augustus Forestier-Walker and the trustees of the marriage settlement of Charles Leolin Forestier-Walker.

7. £10,000 marriage portion of Ellen Sarah Lindsay formerly Ellen Sarah Morgan the fourth daughter of the said Charles Morgan Robinson Lord Tredegar.

This portion is now legally vested in the said Godfrey Charles Lord Tredegar and the Reverend William John Coussmaker Lindsay the surviving trustees of the marriage settlement of the said Ellen Sarah Lindsay.

The persons beneficially interested in the said portion are Henry Gore Lindsay the husband of the said Ellen Sarah Lindsay the said Ellen Sarah Lindsay and Henry Edzell Morgan Lindsay Lionel Arthur Lindsay David Balcarres Lindsay Walter Charles Lindsay George Mackintosh Lindsay and Ellen Rosamond Mary the wife of Charles Ernest Alfred French Somerset Viscount Ikerrin the children of the said Henry Gore Lindsay and Ellen Sarah Lindsay.

8. Annuity of £100 payable to the said Ellen Sarah Lindsay under the will of the said Charles Morgan Robinson Lord Tredegar. A.D. 1904.

9. £8,800 residue of £10,000 marriage portion of Georgina Charlotte Chichester (late the wife of Alan George Chichester formerly Lady Francis Conyngham the wife of Lord Francis Conyngham deceased and before her marriage with him Georgina Charlotte Morgan) fifth daughter of the said Charles Morgan Robinson Lord Tredegar.

This sum is now legally vested in the said Sir George Ferdinand Forestier-Walker as executor of his father the said Sir George Ferdinand Radzivil Forestier-Walker who was the surviving trustee of the settlement executed on the marriage of the said Georgina Charlotte Chichester (then Lady Francis Conyngham) with the said Alan George Chichester.

The only persons beneficially interested in this sum are the said Alan George Chichester and the next of kin to the said Georgina Charlotte Chichester at the time of her death.

10. £10,000 marriage portion of Viscountess Hereford formerly Mary Ann Morgan the sixth daughter of the said Charles Morgan Robinson Lord Tredegar.

This portion is now legally vested in Lieutenant-General George Bryan Milman Sir George Ferdinand Forestier-Walker and Henry Edzell Morgan Lindsay as the trustees of the marriage settlement of the said Viscountess Hereford.

The persons beneficially interested in the said marriage portion are the Right Honourable Robert Viscount Hereford and the said Viscountess Hereford and Eleanor Mary Devereux Lilian Devereux Sybil Devereux Rosamond Ela Devereux and the trustees of the marriage settlement of Muriel Denny.

11. Annuity of £100 payable to the said Viscountess Hereford under the will of the said Charles Morgan Robinson Lord Tredegar.

12. £10,000 portion of the said Frederic Courtenay Morgan the second surviving son of the said Charles Morgan Robinson Lord Tredegar.

This portion is now legally vested in the said Godfrey Charles Lord Tredegar and David Robertson Williamson as the surviving trustees of the marriage settlement of the said Frederic Courtenay Morgan.

The persons beneficially interested in the said portion are the said Frederic Courtenay Morgan and his children the said Courtenay Charles Evan Morgan and the trustees of the marriage settlements of Frederic George Morgan Blanche Francis Hoare the wife of Charles Twysden Hoare and of Violet Wilhelmina Mundy the wife of Basil St. John Mundy.

13. Annuity of £500 payable to the said Frederic Courtenay Morgan under the will of the said Charles Morgan Robinson Lord Tredegar.

[CH. 2.] *Lord Tredegar's Supplemental Estate* [4 EDW. 7.]
Act, 1904.

A.D. 1904.

14. £10,000 portion of the Honourable George Gould Morgan under the will of the said Charles Morgan Robinson Lord Tredegar.

This portion is now legally vested in the said George Gould Morgan.

15. Annuity of £500 payable to the said George Gould Morgan under the said will of the said Charles Morgan Robinson Lord Tredegar.

Printed by EYRE and SPOTTISWOODE,

FOR

T. DIBBY FIGOTT, Esq., C.B., the King's Printer of Acts of Parliament.

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