



ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

Cap. ccxcvii.

An Act for improving and regulating the Harbour
of *Sutton Pool* within the Port of *Plymouth* in
the County of *Devon*. [23d July 1847.]

WHEREAS by an Act passed in the Fifty-first Year of the
Reign of His late Majesty King *George* the Third,
intituled *An Act for the Improvement of the Harbour of* 51G.3.c.196.
Sutton Pool in the Port of Plymouth in the County of Devon,
certain Persons therein named, with others, were incorporated into
a Joint Stock Company by the Name and Style of the *Sutton Pool*
Company, and His then Royal Highness *George Augustus Frederick*
Prince of *Wales* (the then Duke of *Cornwall*) was empowered to
grant to such Company such Leases as herein-after recited, and the
Proprietors in such Company were empowered to raise among them-
selves for the Purpose of such Act not exceeding in the whole the
Sum of Fifty thousand Pounds in Shares of Fifty Pounds each, and
His Royal Highness the Prince of *Wales* as Duke of *Cornwall*, His
Heirs and Successors, or such Company, or whosoever might have
such Lease as therein recited, were empowered to demand in respect
of the Use of such Harbour and otherwise certain Tolls and Dues as
therein mentioned, and such Company was empowered to make Quays,
Wet Docks, and Dry Docks, and to place Mooring Rings, Chains,
and Capsters, and otherwise to improve and manage such Harbour
[Local.] 48 T as

Indenture of
Lease, dated
25th Feb.
1812.

as therein mentioned: And whereas by an Indenture of Lease, dated the Twenty-fifth Day of *February* One thousand eight hundred and twelve, between His said Royal Highness *George Augustus Frederick* Prince of *Wales* of the one Part and the said *Sutton Pool* Company of the other Part, in pursuance of the said recited Act, His said Royal Highness as Duke of *Cornwall* did demise all that Water, Soil, and Pool of *Sutton* situate, lying, and being near the Borough of *Plymouth* in the said County of *Devon*, called *Sutton Pool*, within certain Places near the said Borough called the *Barbican* and *Causey*, and within the Flux and Reflux of the Sea at ordinary Tides, with the Rights, Members, and Appurtenances thereunto belonging, Parcel of the Possessions of the Duchy of *Cornwall*, together with the Profits of the said Water or Pool as therein mentioned, and all Sums of Money and other Fees, Duties, and Profits as therein mentioned, and all Rates and Dues whatsoever imposed by the said recited Act, and payable in respect of the said Premises or any Part thereof, and also all and singular the Dwelling Houses, Storehouses, Lofts, Edifices, Structures, Cellars, Wharfs, Quays, Yards, and Curtilages erected and built upon the Ground or Soil of the said Pool or any Part thereof, with the Appurtenances, excepting nevertheless and reserving Five several Pieces or Parcels of the then unoccupied Soil and Ground therein described, Parcel of the said Pool of *Sutton*, and subject to a certain Indenture of Lease of a Dwelling House and Courtlage, Part of the said demised Premises, and also excepting and always reserving Prizage, Butlerage, Wrecks, Customs, and other Profits as therein mentioned, all which said Premises were then and still are Parcel of the Possessions of the Duchy of *Cornwall* in the said County of *Devon*, unto the said *Sutton Pool* Company, and their Successors and Assigns, for the Term of Ninety-nine Years from the Twenty-fifth Day of *December* One thousand eight hundred and ten, under the yearly Rent, until the Twenty-fifth Day of *December* One thousand eight hundred and forty-one, of Thirteen Pounds Six Shillings and Eight-pence, and Ten Pounds Eight Shillings and Six-pence for Land Tax, and after that Period during the Residue of the same Term at the yearly Rent of Seven hundred Pounds, with Powers to erect Houses, Edifices, Cellars, Wharfs, Quays, and other Structures or Improvements in, upon, or out of the said Water and Pool, or any Part thereof, except as before excepted: And whereas by another Indenture of Lease of even Date with and made between the same Parties as were Parties to the said recited Indenture of Lease, in pursuance of the said recited Act, His said Royal Highness as Duke of *Cornwall* did demise all those the said Five Pieces or Parcels of Soil and Ground therein described, Part of the said Pool of *Sutton* otherwise *Sutton Pool*, situate, lying, and being near the Borough of *Plymouth* in the said County of *Devon*, and Parcel of the Possessions of the said Duchy of *Cornwall*, and which were excepted from the said first-recited Lease as aforesaid, and also full Liberty to inclose the same by the Erection of Dams, Moles, or Banks, or by any other Means requisite for enabling such Company to construct Docks, Wharfs, Quays, Houses, or other Structures, or to make any other Improvements in the same Pieces of Soil and Ground (excepting and reserving certain Profits, Sums of Money, and other Fees, Duties, and Profits as therein expressed), and all Houses, Edifices,

Indenture of
Lease of even
Date with
recited In-
denture.

Edifices, Structures, Cellars, Wharfs, Quays, and other Premises then already erected and built upon the Ground and Soil of the said Pool, unto the said Company, their Successors and Assigns, for the Term of Ninety-nine Years from the Twenty-fifth Day of *December* One thousand eight hundred and ten, under the yearly Rent, until the Twenty-fifth Day of *December* One thousand eight hundred and forty-one, of One Pound Five Shillings, and after that Term in respect of such of the said Pieces of Soil and Ground as should at that Time be inclosed and improved the several and respective yearly Rents therein mentioned, amounting together to the Sum of Three hundred Pounds, with a Power of Re-entry after the Thirty-first Day of *December* One thousand eight hundred and forty-one upon all such of the said Pieces of Ground as should not at that Time have been inclosed and improved by the Erection and Construction of such Works as aforesaid: And whereas in pursuance of the said recited Act such Company built additional Quays in such Harbour, and in other respects improved the same: And whereas by an Act passed in the Second Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to continue the Term and to alter and amend the Powers of an Act passed in the Fifty-first Year of the Reign of His late Majesty King George the Third, for the Improvement of the Harbour of Sutton Pool in the Port of Plymouth in the County of Devon*, such Company being Lessees of such Harbour, or whosoever might have the Lease of the said Dues, Profits, and other Premises under the Duke of *Cornwall*, were empowered to demand in respect of the Use of such Harbour and otherwise certain additional Tolls and Dues as therein mentioned: And whereas there are now only Three hundred and forty Shares of Fifty Pounds each in the Capital of such Company: And whereas the Rent of Seven hundred Pounds is now payable by such Company under the first-recited Lease: And whereas certain Parts only of the Improvements contemplated when the secondly-recited Lease was granted have been effected by such Company, but the said Duke of *Cornwall* hath not, under the Provisions of such Lease, re-entered on such of the said Five Pieces or Parcels of Ground or Soil thereby demised, as such Improvements as aforesaid have not been made on, and the same or some Part thereof are now holden by or are in the Occupation of such Company under such Lease, and the Rent of Thirty-six Pounds Seventeen Shillings and Four-pence is now payable by such Company under such Lease: And whereas the said Harbour of *Sutton Pool* and the Works connected therewith, do not afford sufficient Accommodation for the mercantile Shipping of and resorting to the Port of *Plymouth*, and it would be of public Advantage if such Harbour were further improved, and additional Works and Conveniences in connexion therewith were constructed: And whereas the Parties herein-after named, with others, are willing at their own Expence to carry such Undertaking into execution, but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all such Provisions of the said several recited Acts respectively as may be inconsistent with the

2 & 3 W. 4.
c. 9.Present Al-
teration and
eventual

Provisions

Repeal of
recited Acts.

Provisions for the Time in force of this Act shall be and are hereby repealed or altered, as the Case may be, by this Act, and that as soon as the several Rates and Dues respectively hereby authorized may, according to the Provisions of this Act, be respectively demanded and taken by the Company, the said several recited Acts shall be and are accordingly hereby wholly repealed.

8 & 9 Vict.
cc. 16. and
18. and
10 & 11 Vict.
c. 27. incor-
porated with
this Act.

II. And be it enacted, That the "Companies Clauses Consolidation Act, 1845," the "Lands Clauses Consolidation Act, 1845," and the "Harbours, Docks, and Piers Clauses Act, 1847," so far as the same respectively are not inconsistent with the Provisions herein-after contained, shall be respectively incorporated with this Act.

Short Title.

III. And be it enacted, That in citing this Act in other Acts of Parliament, and in legal Instruments and otherwise, it shall be sufficient to use the Expression "The *Sutton* Harbour Act, 1847."

Interpreta-
tion of Act.

IV. And be it enacted, That the following Words and Expressions respectively herein-after and in the Schedules to this Act respectively contained shall have the several Meanings hereby assigned to them, unless and so far as there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Harbour" shall mean the said Harbour of *Sutton Pool*, and all Lands comprised within the Limits of Deviation in the Plan herein-after mentioned, or for the Time being vested in or subject to the Control of the Company:

The Expression "the Pool" shall mean the said *Sutton Pool*, whether in its present Condition or as from Time to Time improved under the Authority of this Act, and the Quays and other Works and Conveniences of and connected with the same:

The Expression "the outer Harbour" shall mean such Part of the Harbour as lies to the Southward of the Pool:

The Word "Quay" shall include all Wharfs, Piers, Jetties, Slips, Steps, Stairs, Landing Places, Buttresses, Graving Beaches, and other like Works and Conveniences within the Harbour:

The Expression the "Harbour Master" shall mean the Harbour Master for the Time being appointed in pursuance of this Act:

The Word "Rates" shall mean the Rates specified in the Schedule (B.) to this Act:

The Word "Dues" shall mean the Dues specified in the Schedules C., D., E., and F. to this Act respectively.

Subscribers
incorporated.

V. And be it enacted, That *John Alger, William Burnell, John Kelly, William Luscombe, Thomas Pethick, John Pope, and George William Soltau*, and all other Persons who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of improving the Harbour and making additional Works and Conveniences connected therewith, and maintaining the Harbour, Works, and Conveniences according to the Provisions of this Act, and for other the Purposes herein expressed, and for such Purposes shall be incorporated by the Name of the "*Sutton* Harbour Improvement Company," and by that Name shall be a Body Corporate, with perpetual Succession and with a Common Seal, and shall

shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein expressed.

VI. And whereas the estimated Expence of the Undertaking is Forty thousand Pounds; be it enacted, That the original Capital of the Company shall be Forty thousand Pounds. Original Capital.

VII. And be it enacted, That the Number of Shares into which such Capital shall be divided shall be One thousand six hundred Shares. Number of Shares therein.

VIII. And be it enacted, That the *London and South-western Railway Company* may subscribe towards and become Shareholders in the Undertaking to an Extent not exceeding Fifteen thousand two hundred Pounds; and any Contract or Agreement with reference to such Company so subscribing or having Shares in the Undertaking made before the passing of this Act shall be as valid and effectual as if made after the passing of this Act. Power to the London and South-western Railway Company to subscribe to the Undertaking;

IX. And be it enacted, That for such Purpose the *London and South-western Railway Company* may from Time to Time raise all or any Part of the Money required by the Creation of new Shares in their Undertaking of such Amount, and with such Conditions as to the Dividends thereon, whether the same shall be fixed or rateable, and as to the Rights of voting and other Privileges to be conferred on the Holders of such Shares, and other Conditions, as such Company shall at any General Meeting of the Shareholders thereof specially convened for the Purpose determine, or, if such Company shall so think fit, to raise all or any Part of such Money by Mortgage of their Undertaking in like Manner, and under and subject to the same Provisions, as by all or any of the Acts relating to their Undertaking they are authorized to raise Money by Mortgage: Provided always, that such Company shall not by such Means increase the Amount which may be owing by them at any One Time on Mortgage beyond the Proportion of One Third of their then existing Capital. and for that Purpose to raise Money by the Creation of new Shares, or by Mortgage.

X. And whereas the estimated Value of the Property of the *Sutton Pool Company* is Seventeen thousand Pounds; be it enacted, That after the Company shall, under the Provisions herein-after contained, have obtained a Transfer of such Property, the Capital of the Company shall be Fifty-seven thousand Pounds, whereof such Property shall be equivalent to Seventeen thousand Pounds. Increased Capital.

XI. And be it enacted, That the Number of Shares into which such additional Capital of Seventeen thousand Pounds shall be divided shall be Six hundred and eighty. Number of Shares therein.

XII. And be it enacted, That the Amount of every Share, whether in the original or additional Capital, shall be Twenty-five Pounds. Amount of Shares.

XIII. And be it enacted, That Two Pounds Ten Shillings shall be the greatest Amount of any One Call upon any Share. Amount of Calls.

[*Local.*]

48 U

XIV. And

Interval between Calls.

XIV. And be it enacted, That Two Months at least shall be the Interval between successive Calls.

Power to borrow on Mortgage.

XV. And be it enacted, That the Company may borrow on Mortgage or Bond any Sums not exceeding in the whole Nineteen thousand Pounds: Provided always, that until the Company shall, under the Provisions herein-after contained, have obtained a Transfer of the Property of the *Sutton Pool* Company, the Company shall not so borrow any Sums exceeding in the whole Thirteen thousand three hundred and thirty-three Pounds.

Restriction on borrowing.

XVI. And be it enacted, That no Money shall be so borrowed till the whole of the original Capital shall have been subscribed for, and One Half thereof shall have been actually paid up.

Payment of Arrears may be enforced.

XVII. And be it enacted, That the Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest by the Appointment of a Receiver.

Debt to authorize Requisition.

XVIII. And be it enacted, That the Amount of Debt necessary to authorize a Requisition for such Receiver shall be Ten thousand Pounds.

First Meeting.

XIX. And be it enacted, That the first Ordinary Meeting shall be held within Two Months after the passing of this Act.

Requisition for Extraordinary Meetings.

XX. And be it enacted, That Ten Shareholders at least holding in the aggregate not less than One hundred Shares may require the Directors to call an Extraordinary Meeting.

Quorum for Meetings.

XXI. And be it enacted, That the Quorum for every General Meeting shall be Ten Shareholders holding in the aggregate not less than One hundred Shares.

London and South-western Railway Company to vote at Meetings by Proxy.

XXII. And be it enacted, That the Board of Directors of the *London and South-western* Railway Company may from Time to Time, while such Company shall hold any Shares, appoint by Writing under the Common Seal of such Company, or under the Hand of the Chairman for the Time being of such Board, some One Person (whether or not a Shareholder in the Company) to vote at any Meeting of the Company as the Proxy of the *London and South-western* Railway Company, and such Proxy shall have the same Right as such Company of voting at such Meeting.

Appointment of such Proxy to be delivered to the Secretary before the Meeting.

XXIII. And be it enacted, That the Instrument of every such Appointment of a Proxy shall be delivered or transmitted to the Secretary of the Company Three clear Days at least before the Day appointed for holding the Meeting at which such Proxy is to vote.

Number of Directors.

XXIV. And be it enacted, That the Number of the Directors shall be Ten.

Qualification of Directors.

XXV. And be it enacted, That the Qualification of a Director shall be his holding in his own Right not less than Ten Shares: Provided

vided always, that it shall not be necessary for any Director, being a Nominee as herein-after expressed of the *London and South-western Railway Company*, to be a Shareholder in the Company.

XXVI. And be it enacted, That the said *John Alger, William Burnell, William James Chaplin, John Kelly, Henry Charles Lacy, William Luscombe, Thomas Pethick, John Pope,* the Honourable *Francis Scott,* and *George William Soltau* shall be the first Directors, of whom the said *James William Chaplin* and *Francis Scott* shall be considered Nominees of the *London and South-western Railway Company*. First Directors.

XXVII. And be it enacted, That whenever the *London and South-western Railway Company* shall, on the Day for holding the first Ordinary Meeting in any Year, hold any Number of Shares in the original Capital, they shall be entitled to have during the Year commencing on such Day, and ending on the Day for holding the first Ordinary Meeting in the then next Year, so many of the Ten Directors' Nominees of their own as next herein-after specified; (that is to say,) if such Company shall on such first-mentioned Day hold any Number not exceeding Two hundred of such Shares they shall be entitled to have One such Nominee Director, or if such Company shall on such Day hold any Number exceeding Two hundred but not exceeding Four hundred of such Shares they shall be entitled to have Two such Nominee Directors, or if such Company shall on such Day hold any Number exceeding Four hundred of such Shares they shall be entitled to have Three such Nominee Directors, but not more: Provided always, that every such Nominee Director shall at the Time of his Nomination be a Director of such Company: Provided also, that such Company shall not at any Time, while entitled to have any such Nominee Director, have any Right to vote in or otherwise influence the Election of any other Director of the Company. Nominee Directors on behalf of the London and South-western Railway Company.

XXVIII. And be it enacted, That the Board of Directors of the *London and South-western Railway Company* may from Time to Time, while such Company shall hold any Shares by Writing under the Common Seal of such Company, nominate such Nominee Directors, and remove them, and nominate others in the Place of those who shall be so removed, or shall die or resign: Provided always, that no such Nomination shall be valid which shall make the Number for the Time being of such Nominee Directors exceed the Number which such Company shall for the Time being be entitled to have: Provided also, that no such Nomination or Removal shall take effect until such Writing evidencing the same shall have been delivered or transmitted to the Secretary of the Company: Provided also, that as soon as any such Writing evidencing any such Appointment shall have been so delivered or transmitted, the Person or Persons thereby nominated shall be entitled to act as a Director or Directors of the Company, without further Proof of the Validity of such Nomination: Provided also, that notwithstanding there shall not at any Time by reason of the Failure of such Board to make any such Nomination or otherwise be any such Nominee Director, or so many of such Nominee Directors as the *London and South-western Railway Company* shall Appointment of such Nominee Directors.

shall for the Time being be entitled to have, the remaining or other Directors shall be competent to act as if such Nominee Director or the whole of such Nominee Directors had been duly nominated and were entitled to act.

As to Nominee Directors going out of Office.

XXIX. And be it enacted, That such of the Directors hereby appointed as are to be considered Nominees of the *London and South-western* Railway Company shall go out of Office at the first Ordinary Meeting of the Company in the Year One thousand eight hundred and forty-eight, and the subsequent Directors shall go out of Office at the End of the Year for which they were appointed.

Continuance in Office of the other first Directors.

XXX. And be it enacted, That such of the other Directors hereby appointed as shall not die, resign, become disqualified, or be removed shall continue in Office until their respective Retirement from Office as herein-after provided.

Retirement of future Directors not being Nominees.

XXXI. And be it enacted, That at the first Ordinary Meeting of the Company in the Year One thousand eight hundred and forty-eight, and at the first Ordinary Meeting in every succeeding Year, Three of the Directors, not being respectively such Nominee Directors, shall go out of Office, but shall be eligible for Re-election; and at every such Ordinary Meeting every Vacancy in the Direction, except such as the Board of Directors of the *London and South-western* Railway Company shall for the Time being be entitled to fill, shall be filled by the Election by the Shareholders (exclusive of such Company) of such qualified Shareholder as shall be appointed by the Majority in Value of such Shareholders present, personally or by Proxy, at such Meeting to fill such Vacancy: Provided always, that the Directors so to retire from Office at such respective Meetings shall, so far as the same can be determined by Seniority, be such of them as have been the longest in Office, and so far as the same cannot be so determined by such of them as the Directors shall by Ballot among themselves determine.

Appointment of Officers and their Duties.

XXXII. And be it enacted, That the Directors shall appoint all the Officers of the Company, except the Auditors, and shall from Time to Time determine their respective Remuneration, Duties, and Regulations.

Quorum of Directors.

XXXIII. And be it enacted, That the Quorum of a Meeting of Directors shall be Three.

Numbers of Committees of Directors.

XXXIV. And be it enacted, That the Number of Directors of such Committees appointed by the Directors shall be such as the Directors may from Time to Time think fit, not being less than Three.

Restriction of Powers.

XXXV. And be it enacted, That no such Committee shall make any Call.

Quorum of Meetings.

XXXVI. And be it enacted, That the Quorum of a Meeting of every such Committee shall be Three.

XXXVII. And

XXXVII. And be it enacted, That the Qualification of an Auditor shall be his holding in his own Right not less than Ten Shares. Qualification of Auditors.

XXXVIII. And be it enacted, That the Books of the Company shall be balanced on the Thirty-first Day of *October* and the Thirtieth Day of *April* in every Year. Period for balancing Books.

XXXIX. And be it enacted, That the Directors shall make and produce to the Shareholders at every Ordinary Meeting a general Report in Writing of the State and Prospects of the Company, and such Report, in addition to any other Particulars which the Directors may think desirable, shall contain all such Particulars as may be requisite for the complete Explanation of the Balance Sheet to be produced at such Meeting. Directors to make a general Report to Shareholders.

XL. And be it enacted, That any General Meeting may remove from his Office any Director not being a Nominee Director, and any Auditor, for Misconduct, Negligence, or other Cause deemed by such Meeting sufficient, but so that a qualified Shareholder be at the same Meeting appointed to fill his Place, and the Shareholder so appointed shall continue in Office as a Director or Auditor so long only as the same Person in whose Place he shall be appointed would have been entitled to continue had he remained in Office. As to Removal of Directors and Auditors.

XLI. And be it enacted, That the Newspapers in which Notices shall be advertised shall be Two Newspapers published in the Borough of *Plymouth*. Newspapers for Advertisements.

XLII. And be it enacted, That when any Money shall be payable to any Shareholder, being a Minor, an Idiot, or a Lunatic, the Receipt of the Guardians of such Minor, or the Receipt of the Committee of such Idiot or Lunatic, shall be a sufficient Discharge to the Company for such Money. Receipts of Guardians, &c. sufficient Discharges.

XLIII. And be it enacted, That if any Person against whom the Company shall have any Claim or Demand become subject, either voluntarily or involuntarily, to the Operation of any Act relating to Insolvent Debtors, the Secretary or Treasurer of the Company may in all Proceedings against the Estate of such Person represent the Company, and act in their Behalf in all respects as if such Claim or Demand had been the Claim or Demand of the Secretary or Treasurer and not of the Company. Proof of Debts in some Cases of Insolvency.

XLIV. And be it enacted, That, notwithstanding any thing in this Act contained or implied to the contrary, the Directors may allow a Rebate after the Rate of Four Pounds *per Centum* on all Sums which shall be paid in anticipation of Calls in respect of the original Capital. Rebate may be allowed on Payments in anticipation of Calls.

XLV. And whereas of the said Three hundred and forty Shares in the Capital of the said *Sutton Pool* Company Forty-eight Shares have been purchased by and for the Benefit of the same Company, and the remaining Two hundred and ninety-two Shares are holden Provisions respecting the Transfer to the Company of the Property of

[*Local.*]

48 X

by

the Sutton
Pool Com-
pany.

by the individual Proprietors of the said Company; be it enacted, with respect to the Transfer to the Company of the Property and Powers of the *Sutton Pool* Company, and the Union or Amalgamation of such Companies, (notwithstanding any thing in the said recited Acts or either of them contained,) as follows :

Sale and
Purchase of
the Property
of the Sutton
Pool Com-
pany to be
on the Terms
herein men-
tioned.

That the *Sutton Pool* Company, with the Approbation of Three Fifths in Value of the Proprietors thereof present, personally or by Proxy, at a Special Assembly of such Company, may sell and transfer, and the Company, with the Approbation of Three Fifths in Value of the Shareholders thereof present, personally or by Proxy, at a General Meeting convened for that Purpose, may purchase and take, all the Term, Estate, and Interest under and by virtue of the said recited Acts of Parliament and Leases respectively of the *Sutton Pool* Company of and in all and singular the Leasehold Estates, Capital Stock, and other Property and Effects whatsoever of such Company; if such Companies respectively shall so mutually agree, such Sale and Purchase and Transfer may be made on the following Terms; (that is to say,)

The Sum of Two thousand four hundred Pounds shall be paid on the Execution of such Transfer by the Company in respect of the said Forty-eight Shares in the Capital of the said *Sutton Pool* Company to the same Company, to be distributed and paid by such Company to and among the Proprietors therefore rateably and in proportion to the said Two hundred and ninety-two Shares in the Capital thereof, which are now holden by them respectively as individual Proprietors thereof:

Five hundred and eighty-four Shares in the Capital of the Company shall, on the Execution of such Transfer, be allotted by the Company to such Proprietors rateably and in proportion as aforesaid, and in lieu of the said Two hundred and ninety-two Shares in the Capital of the said *Sutton Pool* Company :

The Sum of Twenty-five Pounds shall be considered to have been paid upon and in respect of every one of such Five hundred and eighty-four Shares by the Person to whom the same shall be so allotted, and in full of all Calls in respect of the same Share, and the Holder thereof shall be considered a Shareholder in the total Capital of One hundred and seventeen thousand Pounds in respect of such Share :

The Company shall (except as herein-after provided) during Seven Years next after the Time of the Execution of such Transfer pay to the Holders of such Five hundred and eighty-four Shares the Sum of One Pound Ten Shillings *per Share per Annum* by way of Dividend on such Shares respectively :

The Holders of such Five hundred and eighty-four Shares shall not be entitled in any One Year to any further Dividend in respect of the same Shares, except out of any surplus Profits of the Company applicable in such Year for Dividends on Shares, and remaining after Payment of such Dividend on such Five hundred and eighty-four Shares, and of a Dividend after the Rate of Six Pounds *per Centum per Annum* on so much of the Capital of the Company as shall have been actually paid on and in respect of the other Shares :

Whenever

Whenever there shall be any such surplus Profits in any One Year the same shall be paid by way of Dividend to and among all the Shareholders, including the Holders of such Five hundred and eighty-four Shares, rateably and in proportion to the Sums actually paid, or as herein-before provided for to be considered as paid on or in respect of their respective Shares :

In case any such surplus Profits shall have been paid or become payable during any Three successive Years, then at the Expiration of such Period such Seven Years shall be considered to have expired :

After the Time when such Seven Years shall have expired, or shall be so considered to have expired, all the Shares in respect of Dividends and otherwise, and all the Shareholders in respect of their respective Shares, shall be subject to the same Conditions and Regulations, except only so far as for the Time being shall be necessary to secure to the Holders of such Five hundred and eighty-four Shares in respect of the same respectively as Shares fully paid up such Advantages as those to which, in respect of any Shares on or in respect of each of which Twenty-five Pounds shall have been actually paid, the Holders thereof respectively may for the Time being be entitled beyond those to which, in respect of any Shares on or in respect of each of which less than Twenty-five Pounds shall have been actually paid, the Holders thereof respectively may for the Time being be entitled, or such Sale and Purchase and Transfer may be made on such other Terms as such Companies may mutually agree on.

XLVI. And be it enacted, That any Contract for such Sale and Purchase made before the passing of this Act, and which shall within Six Months next after the passing of this Act be with such respective Approbation confirmed by such Companies respectively, and either with or without any Addition to or Alteration of such Terms which they shall mutually agree on, shall be as valid and effectual as if the same had been made after the passing of this Act.

Existing
Contract for
such Sale
and Purchase
valid.

XLVII. And be it enacted, That the Instrument of such Transfer may be in the Form in the Schedule (A.) to this Act, or to the like Effect, with such Alterations therein or Additions thereto as the Circumstances of the Case and the Terms of such Sale and Purchase may render necessary, or as the Parties thereto may desire, and such Instrument shall be under the Common Seals of both such Companies.

Form of
Transfer.

XLVIII. And be it enacted, That such Instrument shall, when so executed, vest the Term, Estate, and Interest sold and purchased, and all the Rights, Privileges, Powers, and Authorities by the said recited Acts and Leases respectively given to or vested in the *Sutton Pool* Company, and all and singular the Leasehold Estates, Capital, Stock, Property, Effects, Choses in Action, Possibilities, Expectancies, Claims, and Demands whatsoever of or to which such Company may by virtue of such Acts and Leases respectively, or by any other Means whatsoever, be at the Time of the Execution of such Instrument seised, possessed, or entitled at Law or in Equity, with the Appurtenances, absolutely according to the Tenure, Nature, and
Quality

Effect of
Transfer.

Quality thereof respectively in the Company, subject and without Prejudice to any Mortgages, Charges, Incumbrances, Claims, or Demands which at the Time of the Execution of such Instrument may be upon or affect the *Sutton Pool* Company or the Property thereof, and shall also effect the Union or Amalgamation of the Company with the *Sutton Pool* Company as provided by this Act.

Consequences of Transfer.

XLIX. And be it enacted, That when and as soon as such Instrument shall have been executed by both such Companies the *Sutton Pool* Company shall be wholly merged in the Company, and shall, as a distinct Company, be dissolved, and wholly cease to exist, and all the Rights, Privileges, Powers, and Authorities by such Acts and Leases respectively conferred on or given to the *Sutton Pool* Company, and for the Time being in force, shall apply to and be vested in the Company, and may, except as herein otherwise provided, be used, exercised, and enjoyed by the Company, and the Directors, Officers, Agents, and Servants thereof, under the same Penalties, Provisions, and Restrictions as are imposed on and applicable to the *Sutton Pool* Company under or by virtue of such Acts and Leases respectively, and the Name and Corporate Seal of the Company may be used, when necessary, in reference thereto in like Manner in every respect as if the Company had been named in such Acts and Leases respectively instead of the *Sutton Pool* Company, and in all other respects the Company shall be considered as including and representing the *Sutton Pool* Company.

Contracts of the Sutton Pool Company not to be prejudiced.

L. And be it enacted, That all Contracts, Agreements, Mortgages, Bonds, and Securities which may have been made or entered into with, to, or in favour of, or by or for, the *Sutton Pool* Company previously to the Execution of such Instrument, and all Debts and Liabilities of and Claims and Demands against such Company existing at the Time of such Execution, shall from and after such Execution be and remain as good, valid, and effectual in favour of, against, and in reference to the Company, and may be proceeded on and enforced in the same Manner by or against the Company, to all Intents and Purposes, as if the Company had been a Party to and had executed the same, or had been named or referred to therein, or had contracted or been subject to the same respectively, instead of the *Sutton Pool* Company.

Notice of Transfer.

LI. And be it enacted, That Notice of the Execution of such Instrument shall forthwith after the Execution thereof be inserted in the *London Gazette*, and also in Two or more Newspapers usually printed and circulated in the Borough of *Plymouth*.

Indemnity to Directors of the Sutton Pool Company.

LII. And be it enacted, That all Persons who before the Execution of such Instrument shall have been the Directors or Managers of the Affairs of the *Sutton Pool* Company, and their respective Heirs, Executors, Administrators, and Assigns, their and every of their Lands and Tenements, Goods and Chattels, shall be indemnified and saved harmless by and out of the Funds of the Company from and against all Liabilities, Claims, and Demands whatsoever which such Persons as such Directors or Managers, their Heirs, Executors, Adminis-

Administrators, and Assigns, or any of them, shall be subject to, and from and against all Damages, Losses, Costs, Charges, and Expences occasioned or which may at any Time hereafter be occasioned on account or in respect thereof.

LIII. And whereas a Plan and Section of the Harbour and the proposed Works, and a Book of Reference containing the Names of the Owners, Lessees, and Occupiers of the Lands proposed to be taken and used for the Purposes of the Undertaking, have been deposited with the Clerk of the Peace of the County of *Devon*, but since the depositing of such Plan and Section it has been agreed to narrow the Limits of Deviation within which the Works intended to be authorized by this Act are to be executed; be it enacted, That a Plan and Section on which such narrowed Limits shall be defined, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall within Three Months from the passing of this Act be deposited with the Clerk of the Peace for the County of *Devon*, and shall be conclusive Evidence of the Limits of Deviation within which such Works shall be executed.

A Plan, &c. on narrowed Limits to be deposited with the Clerk of the Peace of Devon.

LIV. And be it enacted, That the Company may for the Purposes of the Undertaking take and use such of the same Lands as shall be within the Limits of Deviation which shall be defined on such Plan as they may require: Provided always, that the Company shall not take or use any of such Lands until the *Sutton Pool* Company and the Company shall have executed such Instrument of Transfer, of the Fact of which Execution a Certificate in Writing under the Common Seal of the Company shall be sufficient Evidence: Provided also, that the Company shall not take or use any Lands, Tenements, or Hereditaments held or used for the Service of the Customs, or for the Prevention of Smuggling, or in respect of which any Liberties or Privileges are reserved to the Officers of Customs, or in any way affecting the Service of the Customs, without the Consent in Writing of the Commissioners of Her Majesty's Customs.

Power to take Lands defined on the Plan.

Company not to take Lands belonging to the Customs without Consent.

LV. And be it enacted, That the Company may deviate from the Line or Course of the Works as delineated in such Plan to any Extent within the Limits of Deviation delineated in such Plan.

Lateral Deviations.

LVI. And be it enacted, That the Powers of the Company for the compulsory Purchase or taking of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Compulsory Purchase of Lands limited.

LVII. And be it enacted, That the Company may make, and His Royal Highness the Duke of *Cornwall* may accept, a Surrender of the said recited Indentures of Lease, and His said Royal Highness may on or after the Surrender thereof demise or grant to the Company, and the Company may accept, any Estate or Interest, either absolute or determinable, in any Hereditaments, Parcel of the Possessions of the Duchy of *Cornwall*, required for the Purposes of this Act, and any Rights, Powers, Authorities, Privileges, and Profits affecting or in any way relating to the same.

Power to the Duke of Cornwall to lease to the Company.

Rents to be reserved.

LVIII. And be it enacted, That no Fine, Premium, or Foregift, or any thing in the Nature of a Fine, Premium, or Foregift, shall be taken for or in respect of any such Lease or Grant, and that by such Lease or Grant, Leases or Grants, there shall be reserved or made payable to or for the Use of His said Royal Highness, His Heirs or Successors, from and after the Expiration of Three Years from the Twenty-ninth Day of *September* next after the passing of this Act, and thenceforth during the Continuance of the Estate or Interest thereby demised or granted, a yearly Rent or yearly Rents of not less in the aggregate than One thousand Pounds.

Power to Company to execute within the Harbour the Works herein specified.

LIX. And be it enacted, That it shall be lawful for the Company after the Execution of such Instrument of Transfer, and according to such Plan and Section, so far as the same may be applicable thereto, and within the Limits of Deviation delineated in such Plan, to execute when and as they may think proper the following Works, or such of them as shall be consented to, according to the Provisions of the said "Harbours, Docks, and Piers Clauses Act, 1847," with respect to the Construction of the Harbour, Dock, or Pier, and with such Modifications thereof within such Limits as shall be so consented to:

To enlarge, diminish, dredge, deepen, and otherwise alter and improve the Pool, and the Shores, Quays, and Margin thereof, and to construct any Quays or other Works and Conveniences for the Use of the Pool:

To dredge, deepen, and otherwise improve the outer Harbour so far as may be necessary or proper for the Use of the Pool; to construct any Carriage and other Roads, Footpaths, Bridges, Ways, Passages, Avenues, and other Approaches, and any Works and Conveniences for the Purposes thereof, in such Places as the Company shall think proper:

To construct, renew, and maintain any Railways, Tramroads, and Turntables on the Quays for facilitating the Carriage and Removal of Persons, Animals, and Things, and (with the Consent of the Surveyors of Highways, or others having the Control and Management of any Highways,) to construct or carry such Railways, Tramroads, over, across, or upon any Highway, and to remove, either wholly or partially, such Railways, Tramroads, and Turntables, and (with such Consent as regards any Highway to be thereby affected) to alter any such Railways, Tramroads, and Turntables, and construct others in lieu thereof; provided always, that on every such Removal the Highway thereby affected shall be restored by the Company to its former Condition; provided also, that where the Railways, Tramroads, or Turntables shall cross or be upon any Highway on a Level therewith, the Edges or Flanches of such Railways, Tramroads, or Turntables for the Purpose of guiding the Wheels of the Carriages thereupon shall not rise above or sink below the Level of such Highway more than One Inch:

To construct, place, and fix any Buoys, Moorings, Dolphins, Mooring Posts, Mooring Rings, Chains, Capstans, and other Works and Conveniences for Navigation, and for the Security and Accommodation of Vessels:

To divert and conduct into or out of the Harbour any Waters and other Fluids, Soil and other Matters, which may either directly
or

or derivatively flow or pass into or towards the same, and for such Purposes to construct any Drains, Sewers, Culverts, Channels, Sluices, and other Works and Conveniences :

Notwithstanding any thing in a certain Act of Parliament passed in the Fifth Year of the Reign of His late Majesty King *George the Fourth*, intituled *An Act for better paving, lighting, cleansing, watching, and improving the Town and Borough of Plymouth in the County of Devon, and for regulating the Police thereof, and for removing and preventing Nuisances and Annoyances therein*, contained, to take and use, widen, divert, and otherwise alter, the Sewers, Drains, and Watercourses running through the Parishes of *Saint Andrew* and *Charles* within the same Borough, or either of them, and now vested in the Commissioners acting under the same Act: 5 G. 4. c. 22.

To lay down, renew, alter, remove, and maintain any Pipes for the Conveyance of any Water in, over, under, or through any Lands within the Harbour, and to make, alter, and maintain any Reservoirs for such Water, and to use or apply such Water as the Company shall think fit for the Purposes of the Vessels resorting to the Harbour, and their respective Crews and otherwise :

To erect and place such Lamp Irons or Lamp Posts and Lamps respectively in such Places and Numbers, and of such Sorts, as the Company may think proper for lighting the Pool, Quays, and outer Harbour, and other Places within the Harbour, or any Parts thereof respectively, and to light such Lamps when and as they shall think proper :

To light or to contract with any Person for lighting with Oil, Gas, or otherwise the Pool, Quays, and outer Harbour, and other Places within the Harbour, or any Parts thereof respectively :

From Time to Time to repair, maintain, embellish, add to, alter, remove, and improve all or any of such Works and Conveniences respectively, and to construct and substitute for the same any like or other Works and Conveniences :

From Time to Time to improve the Harbour in such other Manner and in such Degree as the Company may deem expedient.

LX. Provided always, and be it enacted, That in all Cases in which there shall be any reasonable Cause for apprehending that the Execution of any Part of the Undertaking may endanger the Safety or Stability of any Wharf or Building whether in the Harbour or beyond the Limits thereof, the Company shall by underpinning or other proper Means in the first instance sufficiently secure such Wharf or Building against the happening of any such Damage, and the Owner or Occupier of any Wharf or Building who may apprehend that the same is not sufficiently secured may make Application in that Behalf to any Two Justices of the Peace, who upon such Application shall make such Order upon the Company in the Premises as to them shall seem meet; and may award such Costs as they shall think reasonable to be paid by either of the Parties to the other of them; and such Costs, if not paid on Demand, shall be levied by Distress, and such Justices shall issue their Warrant accordingly.

Wharfs and Buildings adjoining the Works to be underpinned during the Execution thereof.

LXI. And

Area of Harbour not to be diminished.

LXI. And be it enacted, That in the Construction of the Works hereby authorized no Encroachment shall be made on the Tidal Space of the Harbour in any Place without an equal Enlargement in some other Place, so that at all Times hereafter an Area of Twenty-nine Acres and One Half of an Acre shall be fully preserved; and the Area of the Harbour shall never be changed and altered, except with the previous Approval of the Lord High Admiral, or of the Commissioners for executing the Office of Lord High Admiral, signified by Writing under the Hand of the Secretary of the Admiralty.

Existing free Slips, Landing and Beaching Places.

LXII. And be it enacted, That the existing free Slips and Landing and Beaching Places (if any) shall not be affected by the Provisions of this Act without the Consent of His Royal Highness the Duke of Cornwall, His Heirs or Successors, and the Commissioners for executing the Office of Lord High Admiral for the Time being, the Consent of the latter to be signified in Writing under the Hand of the Secretary of the Admiralty.

As to Depth of Water at certain Wharfs, &c., and for preventing Obstruction to same.

LXIII. And whereas *Thomas Gill, William Prance, and David Derry*, and the Reverend *Edmund Leopold Lockyer* Clerk, are Owners of certain Wharfs and Landing and Shipping Places adjoining the Pool; be it therefore enacted, That the Depth of Water at the said Wharfs, Landing and Shipping Places, and the Access thereto from the other Parts of the Pool, shall be respectively made equal to the average Depth of Water at the other Quays in the Pool and the Access thereto respectively after the Completion of the Improvements in the said Pool authorized by this Act, or as nearly equal thereto respectively as may be without Detriment to the Security of the Foundations of the said Wharfs, Landing and Shipping Places; and the Company shall not, without the Consent of such Owners, Lessees, or Tenants, make any Works which would in any Manner prevent the free Access of Vessels to the said Wharfs, Landing and Shipping Places, or whereby the same would be rendered less commodious than they are at present: Provided always, that nothing herein contained shall prevent the Company from exercising any Right by this Act conferred on them of purchasing the said Wharfs, Landing and Shipping Places, or any of them.

Period for Completion of Works.

LXIV. And be it enacted, That the Works with reference to the Improvement of the Pool and the deepening of the outer Harbour shall be completed within Seven Years from the passing of this Act, and on the Expiration of such Period the Powers hereby granted to the Company for executing such Works shall cease to be exercised, except as to so much thereof as shall then be completed: Provided always, that the Sum of Twenty-five thousand Pounds shall be expended by the Company on the Works connected with this Undertaking within Three Years after the passing of this Act.

If Works constructed over Tidal Waters are abandoned, Admiralty

LXV. And be it enacted, That if any Work be constructed by the Company in or across any Tidal Water or navigable River, or if any Portion of the Work which affects any such Water or River, or Access thereto, shall be abandoned by the Company, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of
Lord

Lord High Admiral, to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly.

LXVI. And be it enacted, That Nine Commissioners shall be appointed as a Board of Control to protect the public Interests in the said Harbour, whereof the Mayor of *Plymouth* for the Time being, the Queen's Harbour Master for *Hamoaze* and adjacent Waters for the Time being, the Collector of Customs for the Port of *Plymouth* for the Time being, and the Agent for *Lloyd's* at the Port of *Plymouth* for the Time being, shall be Members, and Two other of the said Commissioners shall be Merchants of *Plymouth*, one of whom shall be nominated by the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral, or any Two of them, and the other by the Board of Trade, and the remaining Three of the said Commissioners shall be appointed by His Royal Highness the Duke of *Cornwall*, His Heirs and Successors, and nothing shall be done by the Company relating to or affecting the said Harbour unless previously approved of by Writing under the Hands of Four or more of the said Commissioners.

LXVII. And be it enacted, That the Company may provide such efficient Fire Engines, Pipes, Hose, and other Apparatus and Requisites, and competent Persons as Firemen for the effectual working thereof, and keep or hire such Horses for the Use of the same, for the Purpose of extinguishing Fires within the Limits of the Harbour, as the Company may think proper, and shall permit the same respectively to be used and employed on all proper Occasions, and may permit the same respectively to be used and employed beyond the Harbour, and shall keep such Fire Engines and Requisites when not in use within the Harbour or within a convenient Distance therefrom.

LXVIII. And be it enacted, That the Company may provide within or may hire or rent beyond the Harbour proper Places for keeping such Fire Engines and Requisites and Horses respectively.

LXIX. And be it enacted, That the Company may engage and employ such Firemen in such Numbers, for such Times, and with such Wages, and may give to them and to any other Persons for their Exertions in or towards the Extinguishment of Fires such Rewards, as the Company may think fit: Provided always, that nothing herein contained shall take away, abridge, or alter any Right which such Firemen or any other Persons may have to any Remuneration for the saving of any Life or Property.

LXX. And be it enacted, That the Company may build, purchase, or hire any Steam Tugs or Steam Boats for the Purpose of towing any Vessels into or out of or within the Harbour; and for conveying Persons and Goods to and from such Vessels, and may use the same accordingly, and may let the same for Hire.

[*Local.*]

48 Z

LXXI. And

and Boats.

LXXI. And be it enacted, That the Company may provide such Barges, Lighters, and Boats for the Purposes of the Company, and the Use of the Officers and Servants thereof, as the Company may think fit, and to be used accordingly within the Harbour and elsewhere.

Power to take Rates on Goods, as specified in Schedule (B.);

LXXII. And be it enacted, That the Company may demand and take for and in respect of all Goods whatsoever which shall be imported or otherwise brought into or upon, or exported from or through, the Pool, the several Rates respectively particularized in the Schedule (B.) to this Act.

for Vessels entering the Pool, as in Schedule (C.); and for Cranes and Weighing Machines, as in Schedule (D.); and for Graving Beaches, as in Schedule (E.)

LXXIII. And be it enacted, That the Company may demand and take for any and every Vessel using or entering the Pool the several Dues respectively specified in the Schedule (C.) to this Act, and may demand and take for the Use of the Graving Beach adjoining the Eastern Pier, or any other Graving Beach which the Company may construct or become lawfully possessed of, the several Dues respectively specified in the Schedule (D.) to this Act, and may demand and take for the Use of any Cranes and Weighing Machines erected or provided by the Company of and from the Owner or Person having Charge of any Goods loaded or unloaded, weighed, measured, or lifted, by means of the same, the several Rates respectively particularized in the Schedule (E.) to this Act.

Power of Suspension of Tolls.

LXXIV. And be it enacted, That if at any Time and from Time to Time after the Expiration of Three Years from the passing of this Act it shall be found after One Month's Notice in Writing to the Company by Information on Oath in Writing before such Board of Control, or Majority thereof, that the Works and Improvements under this Act authorized to be made have not been duly proceeded with according to the Provisions of this Act, and such Finding shall be certified under the Hands of the said Board of Control, or the Majority thereof, to the said Company, or if at any future Period after the Expiration of the said Three Years, and from Time to Time, it shall be found and certified in like Manner that the said Works and Improvements have not been so proceeded with or fully and properly maintained, then and from thenceforth the Rates for the Time being payable to the said Company for or in respect of Vessels using the said Harbour shall be suspended until it shall be found by such Board of Control aforesaid, or a Majority thereof, and certified under their Hands to the said Company, that the said several Works or Improvements have been made or maintained, as the Case may be, in the Manner aforesaid.

Dues for Water as in Schedule (F.)

LXXV. And be it enacted, That the Company may demand and take for any Water supplied by the Company to or for any Vessels or otherwise the several Dues respectively particularized in the Schedule (F.) to this Act.

Certain Vessels coming only for Shelter not to pay Dues.

LXXVI. Provided also, and be it enacted, That no Dues shall be paid or payable for any Vessel of less than Fifty Tons which shall come within the Harbour for Shelter only.

LXXVII. Pro-

LXXVII. Provided also, and be it enacted, That nothing in this Act contained shall render any Steam Tugs or Steam Boats which shall be used for the Purpose of towing only, and not for the Conveyance of Goods, or any Boat of not more than Five Tons Burden, liable to the Payment of any Dues for entering the Pool, but that such Steam Tugs, Steam Boats, or other Boats shall be at liberty without any Charge so to enter.

Steam Tugs
and Boats
not to pay
Dues.

LXXVIII. Provided also, and be it enacted, That nothing in this Act contained shall authorize such Steam Tugs or Steam Boats to remain within the Pool free of Charge longer than may be by the Harbour Master deemed necessary for such towing, or to authorize such Boats to remain within the Pool free of Charge after the Harbour Master shall for such Cause as he shall deem reasonable have ordered their Removal therefrom.

Steam Tugs
and Boats
not to remain
in the Pool
longer than
necessary.

LXXIX. And be it enacted, That the Rates shall be paid as follows; (that is to say,) if the Goods liable thereto shall be shipped the Rates shall be paid by the Owner or Consignor thereof, or if the Goods liable thereto shall be unshipped the Rates shall be paid by the Owner or Consignee thereof.

Rates by
whom and
when pay-
able.

LXXX. And be it enacted, That the several Rates and Dues respectively shall be vested in the Company, and shall be respectively payable to such Person or Persons as the Company shall from Time to Time appoint to be the Collector or Collectors thereof respectively, but shall be payable only during such Time as the Company shall be possessed or entitled at Law or in Equity of or to the Benefit of the said recited Indentures of Lease, or some Renewal for the Time being made or to be made thereof.

Rates and
Dues vested
in the Com-
pany, but
payable only
while they
are Lessees
under the
Duchy of
Cornwall.

LXXXI. And be it enacted, That the Company shall every Year cause an annual Account in abstract to be prepared showing the total Receipt and Expenditure of all Monies levied by virtue of this Act for the Year ending the Thirty-first Day of *December*, or some other convenient Day in each Year, under the several distinct Heads of Receipt and Expenditure, with a Statement of the Balance of such Account, duly audited and certified by the Clerk or Secretary for the Time being of the Company, and shall send a Copy of the said Account free of Charge to the Clerk of the Peace for the Borough of *Plymouth* in the County of *Devon* on or before the Expiration of One Month from the Day on which such Account shall end, which Accounts shall be open to the Inspection of the Public at all reasonable Hours on Payment of the Sum of One Shilling for every such Inspection: Provided always, that if the Company omit to prepare and send such Accounts as aforesaid they shall forfeit for every such Omission the Sum of Twenty Pounds.

Annual Ac-
count to be
prepared and
transmitted
to the Clerk
of the Peace,
and be open
to Inspec-
tion.

LXXXII. And be it enacted, That the Company may lease or grant the Use or Occupation of any Quays, Warehouse, and other Buildings, Cranes, Weighing Machines, and other Works and Conveniences provided by them for the Purposes of this Act respectively, at and on such Rents, Terms, and Conditions as shall be agreed upon between

Power to
lease Quays,
Warehouses,
Cranes,
Weighing
Machines,
&c.

between the Company and the Persons taking, using, or occupying the same: Provided always, that no such Lease shall be granted for a longer Term than Twenty-one Years.

Charges for warehousing.

LXXXIII. And be it enacted, That the Company may demand and take for and in respect of warehousing any Goods which shall be imported into, or landed or deposited within or on, or shipped or exported from or through, the Harbour, and for and in respect of cooping, sampling, painting, marking, and other Work to be performed, and Fodder and Materials to be supplied, in respect of such Goods, such Charges as may from Time to Time be agreed upon between the Owners or Consignees of such Goods and the Company.

Charges for Steam Tugs.

LXXXIV. And be it enacted, That the Company may demand and take for the Use of any Steam Boats or Steam Tugs provided by them for Towing Vessels or conveying Persons such reasonable Charges as the Company shall from Time to Time appoint.

Penalty on assaulting or obstructing Harbour Master or his Assistants.

LXXXV. And be it enacted, That if any Master of any Vessel within the Harbour, or any other Person, shall assault, resist, obstruct, or hinder, or aid in assaulting, resisting, obstructing, or hindering, the Harbour Master or any Person employed by him while in the due Exercise of any of the Powers or Authorities vested in him by this Act, such Master or other Person so offending shall, except where any other Penalty is by this Act imposed for such Offence, forfeit for every such Offence a Sum not exceeding Ten Pounds.

Vessels not to lie within 100 Yards of the Entrance of the Pool.

LXXXVI. And be it enacted, That after the Improvement of the Pool has so far proceeded as to admit Vessels to enter therein, One hundred Yards from the Centre of the Entrance thereof shall be the Limit within which Vessels shall not lie or be moored without the Permission of the Harbour Master.

Roads and Sewers not to be broken up except under Superintendence.

LXXXVII. And be it enacted, That no Pavement or Soil of any Road, Street, or other Highway, Sewer or Drain, shall be opened or broken up, nor any Sewers, Drains, or Watercourses taken, used, widened, diverted, or otherwise altered by the Company, except under the Superintendence of the Commissioners, Trustees, or other Persons having the Control or Management thereof.

Notice to be given before breaking up Roads, &c.

LXXXVIII. And be it enacted, That if the Pavement or Soil of any Road, Street, or Highway, Sewer or Drain, shall be intended to be opened or broken up, or if any Sewers, Drains, or Watercourses shall be intended to be taken, used, widened, diverted, or otherwise altered by the Company, they shall give Three clear Days Notice at least of such Intention to such Commissioners, Trustees, or other Persons previously to the Commencement of any Operation.

Sewers to be substituted for those broken up.

LXXXIX. And be it enacted, That the Company shall at their sole Cost provide and construct with all convenient Speed other proper and sufficient Sewers, Drains, and Watercourses in the Stead of those so to be taken or used as aforesaid according to such Plan as shall be agreed on between such Commissioners, Trustees, or

other Persons and the Company, and that no Sewers, Drains, or Watercourses shall be widened, diverted, or otherwise altered without the Sanction and Approval of such Commissioners, Trustees, or other Persons first had and obtained; provided that the whole of such Sewers, Drains, and Watercourses, and of such other Works and Repairs as aforesaid, shall be constructed, done, and performed by the said Company according to such Plan as shall be agreed on between such Commissioners, Trustees, or other Persons and the Company in an effectual and workmanlike Manner, and to the Satisfaction of such Commissioners, Trustees, or other Persons; and in case any Difference respecting the Construction of such Sewers, Drains, and Watercourses, or the Performance of such Works and Repairs, shall arise, the same shall be determined by any Two Justices of the Borough of *Plymouth*; and such Justices are hereby required, on the Application of either Party, to determine by reference to the said Plan or otherwise whether the same shall be effectually constructed, done, and performed, and to make such Order, Award, and Decision as the Case may require, provided that Three clear Days Notice of such intended Application shall be proved to have been served on the Company or their Agent, or on the Commissioners, Trustees, or other Persons, or their Clerk or Agent.

XC. And be it enacted, That whenever the Pavement or Soil of any Road, Street, or other Highway, Sewer or Drain, shall be opened or broken up by the Company, or by any Persons with whom they shall have contracted, they shall at their sole Cost with all convenient Speed complete the Work on account of which the same shall be opened or broken up, and fill in the Ground, and make good such Pavement, Soil, Sewer, or Drain, and carry away the Rubbish occasioned thereby, and shall in the meantime cause the Place where such Pavement, Soil, Sewer, or Drain shall be so opened or broken up to be fenced and guarded, and shall set up and maintain upon or against such Place a sufficient Light during every Night of the same remaining open or broken up. Completion of Works.

XCI. And be it enacted, That whenever the Company or such Persons shall improperly open or break up such Pavement, Soil, Sewer, or Drain, or take, use, widen, or divert, or otherwise alter, any Sewer, Drain, or Watercourse, or make any needless Delay, or any Default, in providing and constructing any such other proper and sufficient Sewer, Drain, or Watercourse, or in completing any such Works or Repairs, or in filling in any such Ground, or making good any such Pavement, Soil, Sewer, or Drain, or in carrying away any such Rubbish, or in causing any such Place to be fenced or guarded, or in setting up or maintaining any such Light, the Company or the Person so offending shall for every such Offence forfeit a Sum not exceeding Five Pounds, and for every Day of Twenty-four Hours during which such Delay or Default shall continue after the Expiration of Twenty-four Hours from the Time of the Commencement thereof an additional Sum of Forty Shillings. Penalties for Neglect.

XCII. And be it enacted, That every Branch and Service Pipe which shall be used for any such lighting with Gas shall be kept fully Service Pipes to be kept fully
[Local.] 49 A charged

charged with Gas. charged with Gas, and the Stopcocks shall be so turned as not to impede any such Branch or Service Pipe being filled with Gas during the Time the same shall or ought to be lighted.

Penalty for damaging Pipes and Apparatus.

XCIII. And be it enacted, That if any Person shall wilfully or maliciously take away, destroy, or injure any or any Part of any Pipe, Plug, Post, or other Apparatus or Thing belonging to or provided by the Company, every Person so offending shall for every such Offence forfeit to the Company any Sum not exceeding Five Pounds, and the Amount of the Damage done or occasioned by such Misfeasance.

Penalty for wilfully damaging Moorings, Cranes, &c., and extinguishing Lamps.

XCIV. And be it enacted, That if any Person shall wilfully break, throw down, sink, take away, or damage any Buoy, Mooring Post, Mooring Ring, Chain, Capstan, Crane, Weighing Machine, Measure, Weight, Vessel, Fire Engine, or Lamp, or any Part thereof respectively, belonging to or provided by the Company, or within the Harbour, or any of the Apparatus, Posts, Irons, Tackle, or Furniture thereof respectively, or any Part of the same, or any other of the Property of the Company, for the Protection whereof no other Penalty is hereby imposed, or wilfully extinguish the Light of any such Lamp, every Person so offending shall for every such Offence forfeit to the Company or the Owner thereof, as the Case may be, any Sum not exceeding Ten Pounds.

Accidental Damages to be made good.

XCV. And be it enacted, That if any Person shall carelessly, negligently, or accidentally break, throw down, sink, take away, or otherwise damage any such Buoy, Mooring Post, Mooring Ring, Chain, Capstan, Crane, Weighing Machine, Measure, Weight, Vessel, Fire Engine, or Lamp Apparatus, Post, Iron, Tackle, or Furniture, or any Part thereof respectively, or any such other Property of the Company, and shall not immediately upon Demand make Satisfaction to the Company or such Owner (as the Case may be) for the Damage done thereto, any Justice may award any Sum of Money as a Satisfaction for such Damage which such Justice shall think reasonable, not exceeding the Value of the Article so damaged, and the Expence of restoring the same.

Penalty for making or improperly using Drains into the Harbour.

XCVI. And be it enacted, That if any Person shall make or enlarge any Sewer or Drain into any Part of the Harbour to which such Board of Control shall object, and if any Person shall by means of any now existing Sewer or Drain convey or suffer to be conveyed, or to pass into any Part of the Harbour, any Water, Soil, or other Matter, except of such Quality as before the passing of this Act hath been of right so conveyed, or shall by means of any future Sewer or Drain convey or suffer to be conveyed, or to pass into any Part of the Harbour, any Water, Soil, or other Matter to which such Board of Control shall object, every Person offending in any such respect shall for every such Offence forfeit to the Company any Sum not exceeding Twenty Pounds, and whether such Penalty shall have been recovered or not the Company may stop up or divert, as they may think fit, any Sewer or Drain made or used contrary to this Provision.

XCVII. And

XCVII. And be it enacted, That if any Wharfinger or Servant of the Company shall give any undue Preference or show any Partiality in loading or unloading any Goods, Animals, or Things within the Harbour, he shall for every such Offence forfeit a Sum not exceeding Ten Pounds.

Penalty on Company for undue Preference.

XCVIII. And be it enacted, That the Company shall once in each and every Year render to the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral, and to the Board of Trade, at the respective Offices of such Departments, full Accounts of the Receipts and Expenditure of and by the Company on account of the said Harbour up to the Period of such Accounts being rendered.

Accounts to be rendered to Admiralty, &c.

XCIX. And be it enacted, That on a fair Compensation being paid to the Company by any Body of Commissioners or any other Body having or which may have Charge of other public Interests in the Borough of *Plymouth*, all the Powers, Rights, Privileges, and Interests of the Company may be transferred to or be vested in such Commissioners or other Body by a mutual Agreement, the Consent of His Royal Highness the Duke of *Cornwall*, His Heirs or Successors, to such Transfer being first obtained.

Transfer of Powers to public Bodies.

C. And be it enacted, That so much of any Penalty recovered under this Act as is not hereby directed to be paid to the Company or any Person, or as shall not be awarded to the Informer, shall be applied in aid of the Poor's Rate of the Parishes of *Saint Andrew* and *Charles* in the Borough of *Plymouth*.

Application of Penalties.

CI. And be it enacted, That the Company shall not take or use any Land belonging to Her Majesty in right of Her Crown without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Lands Revenues, Works, and Buildings; and nothing in this Act contained shall take away, diminish, alter, or prejudice any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving the Rights of the Crown.

CII. And be it enacted, That nothing in this Act contained shall, except so far as is hereby expressly enacted, authorize the Company to take or use any Land belonging to His Royal Highness the Duke of *Cornwall* in right of the Duchy of *Cornwall* without His Consent or Authority, or to do any Act to take away, diminish, alter, or prejudice the Rights or Interests of His said Royal Highness and His Successors in right or in respect of the said Duchy of *Cornwall*, or of other the Personage for the Time being entitled to the Possessions and Revenues thereof, nor shall this Act or any thing herein contained at any Time be admitted in any Court of Law or Equity, or otherwise considered as Evidence, upon any Occasion prejudicially to affect in any Manner, except as aforesaid, such Rights of His said Royal Highness and His Successors Dukes of *Cornwall*, or such other Personage as aforesaid, but all such Rights shall, except as aforesaid, remain of the same Force and Effect as if this Act had not been passed.

Saving the Rights of the Duchy of Cornwall.

CIII. And

General
Saving of
Rights.

CIII. And be it enacted, That, save as by this Act expressly provided, nothing herein contained shall take away, diminish, alter, or prejudice any Right, Jurisdiction, Liberty, Franchise, Royalty, Easement, Interest, Power, Authority, Payment, or Privilege of any Corporation or of any Lord of any Manor, or of any other Person, but the same respectively shall, save as aforesaid, be preserved and continued, and may be exercised and enjoyed as if this Act had not been passed.

Public Act.

CIV. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

Form of Transfer of the Sutton Pool Company's Property.

THIS Indenture, made the _____ Day of _____ in the Year of our Lord _____ between the Sutton Pool Company of the one Part and the Sutton Harbour Improvement Company of the other Part witnesseth, That in pursuance of the Sutton Harbour Act, 1847, and for the Considerations therein expressed [*or in consideration of _____ as the Case may be*], the Sutton Pool Company do hereby transfer all the Property, Rights, Privileges, Powers, and Authorities whatsoever of the Sutton Pool Company unto the Sutton Harbour Improvement Company absolutely according to the Tenure, Nature, and Quality thereof respectively, and the Sutton Harbour Improvement Company do hereby accept and take the same subject to the Mortgages, Charges, and Incumbrances, Claims and Demands, affecting the Sutton Pool Company, or the Property thereof accordingly. In witness whereof the respective Common Seals of the same Companies are hereunto affixed the Day and Year first above written.

SCHEDULE (B.)

Rates upon Goods in the Pool.

	s.	d.
For every Ton of Merchandize brought in any Ship or Vessel entering the Pool -	0	2
For Slates, per Thousand	0	1
For Hambro' and other Staves, per Thousand	0	3
For Hoops, per Load	0	3
For Deals, per Hundred	0	8
For Flour, per Sack	0	0 $\frac{1}{4}$
For Wheat, Malt, and Barley, per Quarter	0	0 $\frac{1}{2}$
For Coals, per Quarter	0	1
For Beer and Cider, per Hogshead	0	0 $\frac{1}{2}$
For Wine, per Pipe	0	1
For Earthenware, per Dozen	0	0 $\frac{1}{4}$
Ditto, per Crate	0	1
For Cows, Oxen, and Cattle, each	0	2
For Stone, Sand, Lime, and Dung, per Boat Load	0	6
For Hay and Wood in Barges, per Boat Load	0	6
And the usual Tithe of Fish, such as Oysters, One hundred per Load.		

[Local.]

49 B

	s.	d.
For the Anchorage and Groundage of every Vessel entering the Pool	1	8
For Moorage	0	8
For the Mooring Chain	1	0
For the Plank	1	0

And for landing or shipping any such Goods on or from any Quay for the Time being vested in the Company, in addition to the above, the like Rates.

And for landing or shipping any of the Goods mentioned below on or from any Quay on which the under-mentioned Rates have been hitherto legally collected, or on or from any Quay which now is or may hereafter become vested in the Company, in addition to such of the above as shall be payable for the same, the following Rates:

	s.	d.
For Coals, per Quarter	0	1
For every Quarter of Culm (not being Stone Coal)	0	0½
For Earthenware, per Crate	0	3
For Staves, single Pipe, per Thousand	1	6
Ditto, Hogshead, ditto	1	0
Ditto, Barrel, ditto	0	9
For Bricks and Tiles, per Thousand	0	6
For every Load of Hoops containing Forty Bundles	0	4
For Clay, per Ton	0	1
For Timber, per Load	0	3
For Deals, per Hundred	0	6
For Deal Ends, per Hundred	0	3
For Bulls, Oxen, Cows, Heifers, Horses, Mares, and Geldings, each	0	6
For every Ton of Goods not above enumerated	0	3

SCHEDULE (C.)

Dues for the Vessels entering the Pool.

	£	s.	d.
For all British Vessels from or to Foreign Parts, per Ton	0	0	2
For all Foreign Vessels from or to Foreign Parts, per Ton	0	0	4
For all Vessels employed in the Coasting Trade, or to or from Ireland, if above Fifty Tons	0	0	1
If under ditto	0	0	0½
For all Vessels employed in Fishing exceeding Twenty Tons	1	1	0
Exceeding Ten Tons and not of Twenty Tons,			
per Annum	0	10	0
Under Ten Tons	0	5	0
Under Five Tons			Free.

	£	s.	d.
For all Barges, Lighters, and other Craft, if above Twenty Tons - - - - - per Annum	1	0	0
If under ditto, ditto - - - - - ditto	0	16	0
And in addition, for the Use of the Mooring Chains,—			
For every Vessel under Two hundred Tons	0	3	0
Above 200 Tons and under 250 Tons - } per Week	0	4	0
Above 250 Tons - - - - - }	0	5	0

All Vessels lying within the Pool more than Three Months, unless under repair at a Shipwright's Yard, to pay at the Expiration thereof the same Rates and Dues as if she had again entered the Pool, and so on at the Expiration of every Three Months she shall continue therein.

SCHEDULE (D.)

Dues for Graving Beach.

	£	s.	d.
For every Vessel of 60 Tons and under 80 Tons, per Week	0	2	0
Of 80 Tons and under 100 Tons - - - do.	0	2	6
Of 100 Tons and under 200 Tons - - - do.	0	3	0
Of 200 Tons and under 300 Tons - - - do.	0	5	0

SCHEDULE (E.)

Dues for Cranes and Weighing Machines.

	£	s.	d.
For Wines, Spirits, and other Liquids not exceeding 10 Tuns - - - - - per Ton	0	1	0
Exceeding 10 Tuns - - - - - do.	0	0	8
For all other Goods not exceeding 10 Tons - - - do.	0	0	8
Exceeding 10 Tons - - - - - do.	0	0	6
For any single Article, in lieu of the above Dues in this Schedule,—			
If exceeding 1½ Ton in Weight, and not exceeding 2 Tons - - - - - per Ton	0	1	0
If exceeding 2 Tons and not exceeding 2½ Tons do.	0	1	6
If exceeding 2½ Tons and not exceeding 3 Tons do.	0	2	0
If exceeding 3 Tons and not exceeding 3½ Tons do.	0	2	6
A proportional Payment to be made for any fractional Part of a Ton.			

For single Articles exceeding 3½ Tons special Agreements must be made with the Harbour Master.

SCHEDULE (F.)

Dues for Water.

	£	s.	d.
For every Tun of 2 Pipes or 4 Hogsheads supplied to any Vessel, Ship, or Boat, or otherwise, not exceeding per Tun	0	2	6
And so in proportion for any less Quantity than a Tun.			

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1847.