



ANNO DECIMO QUINTO & DECIMO SEXTO

# VICTORIÆ REGINÆ.

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## *Cap. clxii.*

An Act for the Conservancy, Improvement, and Regulation of the River *Tees*, the Construction of a Dock at *Stockton*, the Dissolution of the *Tees* Navigation Company, and other Purposes.

[30th June 1852.]

**W**HEREAS by the Act (Local and Personal) of the Forty-eighth of *George* the Third, Chapter Forty-eight, the *Tees* Navigation Company were incorporated, and were empowered to execute certain Works for the Improvement of the Navigation of the *Tees*: And whereas by the Act (Local and Personal) of the Ninth of *George* the Fourth, Chapter Ninety-seven, the Company were empowered to execute further Works for the Improvement of the Navigation: And whereas the Works authorized by those Acts, or the chief Part thereof, have been executed; and it is expedient that the Works by this Act authorized should be executed, and that further Provision should be made for the Conservancy and Improvement of the *Tees* and the Regulation of the Navigation thereof: And whereas the Share Capital of the Company is Twenty-nine thousand Pounds divided into Five hundred and eighty Shares of Fifty Pounds each, and the Amount owing by the Company on Mortgage and otherwise is Thirty-nine thousand three hundred and twenty Pounds, or thereabouts: And

[*Local.*]

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whereas

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whereas that Share Capital was raised, as to Nine thousand Pounds, Part thereof, by One hundred and eighty Shares of the nominal Amount of Fifty Pounds each, issued under the first-recited Act, and which were all fully paid up, and as to Twenty thousand Pounds, Residue thereof, by Four hundred Shares of the nominal Amount of Fifty Pounds each, issued under the secondly-recited Act, and which were paid up to the Extent of Fifty Pounds a Share: And whereas that Debt of Thirty-nine thousand three hundred and twenty Pounds or thereabouts was created, as to Three thousand Pounds, Part thereof, under the first-recited Act, and as to Thirty-six thousand three hundred and twenty Pounds or thereabouts, Residue thereof, under the secondly-recited Act: And whereas the Company are willing, on the Terms in this Act expressed, and it is expedient, that Commissioners should be appointed for the Conservancy and Improvement of the *Tees*, and the Regulation of the Navigation thereof, and that the Property, Powers, and Privileges, Duties, Debts, and Liabilities of the Company should be transferred to such Commissioners, and that the Company should be dissolved, and the Affairs thereof wound up: And whereas it is expedient that such Commissioners should be appointed or elected as by this Act provided, and should carry this Act into execution as by this Act provided, and should be empowered to levy the Dues, Tolls, and Rates by this Act granted, and to raise Money for the Purposes of this Act: And whereas the Queen's most Excellent Majesty in right of Her Crown is or claims to be seised of the Bed and Shores of the said River *Tees* below High-water Mark at ordinary Spring Tides, and of every Haven, Bay, Creek, and Inlet thereof, and of the Sea beyond the Mouth of the said River *Tees*, and to be entitled to all Lands embanked or reclaimed from the same, except such Part or Parts of the said Bed, Shores, or Lands as may have been granted by Her Majesty or Her Predecessors to, and which are now by virtue of such Grant vested in any other Person or Persons: And whereas it is expedient for the Purposes of this Act that the recited Acts should be repealed or amended: And whereas such several Purposes cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title.

I. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "*The Tees Conservancy and Stockton Dock Act, 1852.*"

Commence-  
ment of Act.

II. That this Act shall commence and have effect on the Ninth Day of *November* next after the passing thereof.

III. That

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III. That on and from the Commencement of this Act, but subject to the Provisions of this Act, the recited Acts shall be and are hereby wholly repealed. Repeal of recited Acts.

IV. That from the Commencement of this Act, and notwithstanding the Repeal of the recited Acts, the Commissioners shall be subject to, and shall perform and conform and be liable to, all Covenants, Conditions, Agreements, Directions, Duties, Liabilities, Debts, Charges, and Restrictions to which the Company, by or by reason of any of their Acts or Defaults, or the Acts or Defaults of any of their Agents, Officers, or Servants, shall at the Commencement of this Act be, or but for this Act would be, subject or liable, and shall indemnify the several Proprietors of Shares in the Company, and their respective Heirs, Executors, Administrators, Successors, and Assigns, Estates and Effects, from all such Covenants, Agreements, Directions, Duties, Liabilities, Debts, Charges, and Restrictions, and all Costs, Charges, and Expenses by reason thereof, or of the Nonperformance or Nonobservance thereof respectively. Commissioners to be subject to all the Liabilities of Company.

V. That on the Commencement of this Act all Persons who immediately before the Commencement thereof owed any Sum of Money to the Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due or to accrue due for the same, to the Commissioners; and all Debts and Monies which on the Commencement of this Act shall be due or owing by or recoverable from the Company, or for the Payment of which they are or but for this Act would be liable, shall be paid, with all Interest (if any) due or to accrue due thereon, by or be recoverable from the Commissioners. Debts due to Company to be paid to Commissioners.

VI. That, except as otherwise provided by this Act, the Repeal of the recited Acts or this Act, or anything therein contained, shall not annul or in anywise prejudicially affect any Deed, Contract, Agreement, Security, Lease, Licence, Act, or Thing whatsoever lawfully made, entered into, executed, or instituted by the Company before the Commencement of this Act, but (this Act or anything therein contained to the contrary notwithstanding) all such Deeds, Contracts, Agreements, Securities, Leases, Licences, Acts, and Things shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for, against, and with reference to the Commissioners, and may be proceeded on and enforced in like Manner, to all Intents and Purposes whatsoever, and as if this Act had not passed, or the Commissioners instead of the Company had been party or privy thereto, or had executed the same, or had been named or referred to therein. Contracts to remain in force.

VII. That any Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the Company before the Commence- Actions, &c. not to abate.

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Commencement of this Act, shall not abate or be discontinued or prejudicially affected by this Act, but, on the contrary, shall continue and take effect, both in favour of and against the Commissioners, in the same Manner, to all Intents and Purposes, as if this Act had not passed the same would have continued and taken effect in favour of and against the Company.

Byelaws of  
Company to  
remain in  
force.

VIII. That all Rules, Byelaws, Regulations, and Orders made under the Authority and according to the Provisions of the recited Acts respectively, and which shall be in force on the Commencement of this Act, shall continue in full Force and Effect until the same be repealed, altered, or varied under the Authority of this Act; and such Rules, Byelaws, Regulations, and Orders, and all Penalties and Forfeitures thereby respectively imposed, may and shall be enforced, recovered, and applied in the same Manner in all respects as the same respectively might have been enforced, recovered, and applied in case the same respectively had been made and imposed under the Authority of this Act.

Present  
Officers to  
continue  
until re-  
moved.

IX. That all Officers before the First Day of *January* One thousand eight hundred and fifty-two appointed by the Company for the Discharge of and after that Day actually engaged in the Execution of the Duties, Powers, and Authorities under the recited Acts of the Company, shall, subject to the Provisions of this Act, hold and continue in their respective Offices and Employment as if they had been appointed thereto under this Act; and all such Officers and Persons shall have the same Powers, Privileges, and Advantages in the Execution of this Act, and shall be liable to the same Penalties, Obligations, Restrictions, and Regulations, in every respect as if they had been respectively appointed under this Act.

Limits of  
Act.

X. That this Act shall be put in force within the following Limits, (to wit,) the River *Tees* and the Banks and Shores of the River from outside the Bar at the Mouth thereof, and thence up to a Point on the River known as the *High Ford*, across the River in the Township of *Aislaby* in the Parish of *Egglescliffe* in the County of *Durham*, and in the Township of *High Worsall* or the Parish of *High Worsall* in the Parish of *Northallerton* in the North Riding of the County of *York*; including (except as is herein-after provided) all Havens, Creeks, Bays, and Inlets in the River between those Points, and all Cuts, Canals, Channels, Streams, and Watercourses between those Points, so far as the Tide flows and reflows in such Cuts, Channels, Streams, and Watercourses, and such of the Lands in the several Parishes, Townships, and Extra-parochial Places in this Act named, as the Commissioners are by this Act authorized to purchase, acquire, or deal with, and all other Places in those Parishes, Townships, and Extra-parochial Places respectively,

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tively, over or with respect to which any Powers are by this Act granted to the Commissioners, and the Sea beyond the Mouth of the *Tees* where the Depth of the Sea is less than Ten Fathoms at Low Water of Spring Tides: Provided always; that no Part of the Mud Lands or reclaimed Lands now or lately forming Part of the Foreshore on the South Side of the River *Tees*, and now belonging to *Joseph Pease*, *Henry Pease*, and others, and comprised in a Grant from Her Majesty dated the Thirtieth Day of *September* One thousand eight hundred and forty-four, and situate on the South Side of the Black Line marked as the South Shore or Boundary of the said River on the Plans of the intended Works herein-after referred to as deposited with the Clerk of the Peace of the North Riding of the County of *York*, shall be or be deemed or construed to be within the Limits of this Act, or subject to any of the Powers or Authorities by this Act conferred on the Commissioners: Provided also, that nothing herein contained shall prevent the Commissioners from taking and purchasing compulsorily from the said *Joseph Pease*, *Henry Pease*, and others, any Part of the Lands comprised in the said Grant which are situate on the North Side of the said Line, and which may be required by the Commissioners for the Purposes of this Act.

XI. That the Limits of the *Stockton* Dock, by this Act authorized to be constructed, shall be that Dock, and the Quays, Wharfs, Embankments, Floodgates, Warehouses, Sheds, Buildings, Lands, Works, and Conveniences thereof, and all Parts of the *Tees* within Ten Yards of any Part of the *Stockton* Dock.

Limits of  
Stockton  
Dock.

XII. That the following Words and Expressions in this Act shall have the Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (to wit,)

Interpreta-  
tion of  
Terms.

The Expression "the Admiralty" shall mean the Lord High Admiral or the Commissioners for the Time being for executing the Office of Lord High Admiral, or any Two of those Commissioners:

The Expression "the Commissioners" shall mean the *Tees* Conservancy Commissioners for executing this Act, and so far as relates to the Execution of this Act with respect to the Conservancy and Improvement of the *Tees*, and the Regulation of the Navigation thereof, shall mean the whole Body of Commissioners, and so far as relates to the Execution of this Act with respect to the *Stockton* Dock shall mean the *Stockton* Dock Committee:

The Expression "the *Stockton* Council" shall mean the Council of the Borough of *Stockton*:

The Expression "the *Middlesbrough* Improvement Commissioners" shall mean the Commissioners for the Improvement of the Town of *Middlesbrough* acting in execution of the Local and Personal Act 5 *Vict.* Cap. 68.:

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The Expression "the *Yarm* Ratepayers" shall mean the Persons rated to the Relief of the Poor of the Parish of *Yarm*, and in Vestry assembled :

The Expression "the *Stockton* Dock Committee" shall mean such of the Commissioners as are from Time to Time appointed as by this Act provided by the *Stockton* Council, or to supply Vacancies in the Number of the Commissioners appointed by the *Stockton* Council :

The Expression "the Company" shall mean the *Tees* Navigation Company :

The Expression "Two Justices" shall apply in every Case either to Two Justices of the Peace for the County of *Durham* or to Two Justices of the Peace for the North Riding of the County of *York* :

The Expression "the *Tees*" shall mean the River *Tees*, and all Havens, Creeks, Bays, Inlets, Cuts, Canals, Channels, Streams, and Watercourses within the Limits of this Act :

The Expression "the *Stockton* Dock" shall mean the Dock at or near *Stockton* by this Act authorized to be constructed, and the Quays, Wharfs, Warehouses, Embankments, Floodgates, Lands, Works, and Conveniences thereof :

The Expression "Ballast Lighter" shall mean any Lighter, Keel, Barge, Boat, or other Vessel used for receiving or conveying Ballast :

The Word "Ballast" shall include Stone, Gravel, Sand, Clay, Earth, and other Substances used as Ballast :

The Word "Rubbish" shall include Ballast, Wreck, Ashes, Filth, and other waste Matters :

The several Words and Expressions in this Act to which other Meanings are not assigned by this Act shall have the Meanings assigned to them respectively by the Acts wholly or partly incorporated herewith.

And with respect to the Commissioners for executing this Act, be it enacted as follows :

10 & 11 Vict.  
c. 16. incor-  
porated with  
this Act.

XIII. That "The Commissioners Clauses Act, 1847," except the Clauses thereof with respect to the "Election and Rotation of the Commissioners, where the Commissioners are to be elected by the Ratepayers or other like Class of Electors," and except so far as that Act is repugnant to or inconsistent with any of the Provisions or Purposes of this Act, shall be incorporated with this Act.

Appoint-  
ment of Tees  
Conservancy  
Commis-  
sioners.

XIV. That Five Persons appointed by the *Stockton* Council, and Five Persons appointed by the *Middlesbrough* Improvement Commissioners, and Two Persons elected by the *Yarm* Ratepayers, to be respectively from Time to Time appointed and elected as by this Act provided,

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provided, shall be the Commissioners for executing this Act, and shall be called "The *Tees* Conservancy Commissioners;" and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes and within the Limits of this Act, and to sue and be sued, and to put this Act in all respects into execution.

XV. That a Person shall not, on account only of his being a Commissioner, be incapable of acting as a Justice of the Peace for any of the Purposes of this Act.

Commissioners may act as Justices.

XVI. That every Person from Time to Time appointed a Commissioner by the *Stockton* Council, or to supply a Vacancy in the Number of the Commissioners appointed by that Council, and every Person from Time to Time appointed a Commissioner by the *Middlesbrough* Improvement Commissioners, or to supply a Vacancy in the Number of the Commissioners appointed by the *Middlesbrough* Improvement Commissioners, shall be a resident in the Southern Division of the County of *Durham* or the North Riding of the County of *York*, and be possessed of Real or Personal Property, or both, of the clear Value of One thousand Pounds, or be rated to the Relief of the Poor in the Borough of *Stockton* if a Commissioner appointed for *Stockton*, or to the Relief of the Poor for *Middlesbrough* if a Commissioner appointed for *Middlesbrough*, at the annual rateable Value of Twenty-five Pounds or upwards.

Qualification of *Stockton* and *Middlesbrough* Commissioners.

XVII. That every Person from Time to Time elected a Commissioner by the *Yarm* Ratepayers, or to supply a Vacancy in the Number of the Commissioners elected by those Ratepayers, shall be a Resident in the Southern Division of the County of *Durham* or the North Riding of the County of *York*, and be possessed of Real or Personal Property, or both, of the clear Value of One thousand Pounds, or be rated to the Relief of the Poor in respect of Property in *Yarm* in a Sum not less than Fifteen Pounds rateable yearly Value.

Qualification of *Yarm* Commissioners.

XVIII. That the Admiralty shall from Time to Time appoint any Number of Persons, not exceeding Three, to be Commissioners, and may at pleasure remove any Person so appointed; and the Persons so from Time to Time appointed by the Admiralty may act as Commissioners with and in addition to the other Commissioners; and all such Appointments and Removals shall be made in Writing under the Hand of the Secretary of the Admiralty.

Appointment of Commissioners by Admiralty.

XIX. That at a Meeting of the *Stockton* Council held within One Week after the Commencement of this Act, and on the Ninth Day of  
*November*

Appointment of Commissioners

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sioners by  
Stockton  
Council.

*November* One thousand eight hundred and fifty-three, and on the Ninth Day of *November* in every succeeding Year, Five Persons shall be appointed by the *Stockton* Council as Commissioners; and every Person so from Time to Time appointed a Commissioner shall continue in Office till the Ninth Day of *November* following, if he respectively so long live and continue qualified; and every such Person on the Expiration of his Term of Office shall, if qualified, be eligible for Re-appointment.

As to Failure  
in the above  
Appoint-  
ment.

XX. That in every Case of Failure of the *Stockton* Council to appoint on the Ninth Day of *November* in any Year the Number of Persons by this Act directed to be appointed Commissioners by the *Stockton* Council, the *Stockton* Council may make or complete such Appointment on any Day within Seven Days next after that Day.

Appoint-  
ment of  
Commis-  
sioners by  
Middles-  
brough Im-  
provement  
Commis-  
sioners.

XXI. That for the First Appointment of Commissioners by the *Middlesbrough* Improvement Commissioners a Meeting of the *Middlesbrough* Improvement Commissioners shall be held within One Week after the Commencement of this Act, and on that Day, and on the Ninth Day of *November* One thousand eight hundred and fifty-three, and on the Ninth Day of *November* in every succeeding Year, Five Persons shall be appointed by the *Middlesbrough* Improvement Commissioners to be Commissioners; and every Person so from Time to Time appointed a Commissioner shall continue in Office till the Ninth Day of *November* following, if he respectively so long live and continue qualified; and every such Person, on the Expiration of his respective Term of Office, shall, if qualified, be eligible for Re-appointment.

As to Failure  
in the above  
Appoint-  
ment.

XXII. That in every Case of Failure of the *Middlesbrough* Improvement Commissioners to appoint on the Ninth Day of *November* in any Year the Number of Persons by this Act directed to be appointed Commissioners by the *Middlesbrough* Improvement Commissioners, the *Middlesbrough* Improvement Commissioners may make or complete such Appointment on any Day within Seven Days next after that Day.

Provision in  
case of In-  
corporation  
of Middles-  
brough.

XXIII. That if at any Time hereafter *Middlesbrough* be constituted Municipal Corporation, and whatever be the Limits of the Borough so constituted, then on and for ever after such Constitution thereof the Right under this Act of the *Middlesbrough* Improvement Commissioners to appoint Commissioners for the Purposes of this Act shall cease, and thenceforth the Commissioners for *Middlesbrough* shall be from Time to Time appointed by the Council of the Borough so constituted; and the Provisions of this Act relating to the *Stockton* Council,  
and



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and the Appointment of Commissioners by the *Stockton* Council, shall accordingly extend and apply to the Council of the Borough so constituted; and the Qualification and Appointment of the Commissioners for such Borough shall be the like Qualification as by this Act provided with reference to the *Middlesbrough* Commissioners.

XXIV. That for the First Election of Commissioners by the *Yarm* Ratepayers the Churchwardens of the Parish of *Yarm* shall convene a Meeting of the Vestry of *Yarm*, giving, in the usual Manner in which Notice of the Vestry Meetings of *Yarm* is given, not less than Seven nor more than Fourteen Days public Notice of such Vestry Meeting, and of the Time and Place for and the Purpose of the same; and such First Vestry Meeting shall be held within One Week after the Commencement of this Act; and a like Vestry Meeting, convened in like Manner, shall be held on the Ninth Day of *November* One thousand eight hundred and fifty-three, and on the Ninth Day of *November* in every subsequent Year; and at such First Vestry Meeting, and at every such subsequent Vestry Meeting, Two Persons qualified in that Behalf as by this Act provided shall be elected by the *Yarm* Ratepayers in Vestry assembled; and the Votes and Proceedings at every such Vestry Meeting shall be according to the usual Course of the Vestry Meetings of *Yarm*.

Election of Commissioners by *Yarm* Ratepayers.

XXV. That in every Case of Failure of the *Yarm* Ratepayers to elect on the Ninth Day of *November* in any Year the Number of Persons by this Act directed to be elected Commissioners by those Ratepayers, those Ratepayers may make or complete such Election on any Day within Seven Days next after that Day.

As to Failure in the above Appointment.

XXVI. Provided always, That whenever the Ninth Day of *November* in any Year is a *Sunday*, or a Day appointed for a Public Fast or Thanksgiving, the Tenth Day of *November* in that Year, or the next Day which is not a *Sunday* or Thanksgiving or Fast Day, shall, for the Purposes of the Appointment and Election respectively of Commissioners for the Purposes of this Act, be substituted for the Ninth Day of *November* in that Year.

Provision in case of 9th Nov. falling on Sunday, &c.

XXVII. That whenever a Commissioner dies, resigns, becomes disqualified, or from any other Cause ceases to be a Commissioner, the Body by whom he was appointed or elected shall with all convenient Speed appoint or elect, according to the Provisions of this Act in that Behalf, another qualified Person to be a Commissioner in his Place; and every Person so appointed or elected may, if he so long live and continue qualified, continue in Office as long as his Predecessor in Office would, if he had not ceased to be a Commissioner, have continued in Office.

As to supplying Vacancies in Cases of Commissioners ceasing to act.

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XXVIII. That

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As to Failure  
in Appoint-  
ment to sup-  
ply above  
Vacancies.

XXVIII. That whenever any such Vacancy is not, within Twenty-one Days after Notice thereof given by the Clerk of the Commissioners to (as the Case may be) the Town Clerk of *Stockton*, the Clerk to the *Middlesbrough* Improvement Commissioners, or the Vestry Clerk of *Yarm*, duly supplied, as by this Act provided, the Commissioners (if they think fit) may, instead of the respective Body making such Default, supply such Vacancy by the Appointment of a qualified Person; and every Person so appointed shall for the Purposes of this Act be deemed duly appointed by that respective Body.

First Com-  
missioners.

XXIX. That such Commissioners as are within One Week after the Commencement of this Act appointed and elected as by this Act provided to be Commissioners, and notwithstanding the whole Number of Persons to be so appointed and elected be not duly appointed and elected, may and shall proceed to put this Act into execution; and if the whole Number of such Persons to be so appointed and elected be not duly appointed and elected within such One Week, the acting Commissioners shall, within One Month after the Commencement of this Act, give Notice, as by this Act provided, of the Vacancies occasioned by such Nonappointment and Nonelection; and such Vacancies shall be supplied as if they had been occasioned by the Decease of Commissioners duly appointed and elected within such One Week.

First and  
other Meet-  
ings of Com-  
missioners.

XXX. That the Commissioners shall hold their First Meeting at the *Tees* Navigation Office in *Stockton* at the Hour of Ten of the Clock in the Forenoon on the Second *Monday* next after the Commencement of this Act, and shall hold their subsequent Meetings at *Stockton* or at *Middlesbrough*, and at such Times as they from Time to Time think fit; but, except for any Cause deemed by the Commissioners urgent, the Time appointed for the Commencement of any such Meeting shall not be later than the Hour of One of the Clock in the Afternoon.

Quorum.

XXXI. That the Quorum for a Meeting of the Commissioners shall be Five Commissioners.

And with respect to the *Stockton* Dock Committee, be it enacted as follows:

Stockton  
Dock Com-  
mittee.

XXXII. That such of the Commissioners as are from Time to Time appointed as by this Act provided by the *Stockton* Council, or to supply Vacancies in the Number of Commissioners appointed by that Council, shall be a Committee of the Commissioners for executing this Act with respect to the *Stockton* Dock, and shall be called "The *Stockton* Dock Committee," and, subject to the Provisions of this Act, may and shall exercise all Powers of purchasing and taking Lands, constructing, extending, repairing, improving, and maintaining Works and

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and Conveniences, Appointment and Removal of Officers, and all other the Powers hereby conferred on the Commissioners, so far as such Powers respectively may be exercised with respect to all or any of the Purposes of the *Stockton Dock* and Works herein-after thirdly, fourthly, fifthly, sixthly, and seventhly particularly described, and for those Purposes may use the Name and Common Seal of the Commissioners.

XXXIII. That a Quorum for a Meeting of the *Stockton Dock* Committee shall be Three Members of that Committee.

Quorum of Dock Committee.

XXXIV. That, except so far as is repugnant to or inconsistent with the Provisions or Purposes of this Act relating to the *Stockton Dock*, the Provisions incorporated with this Act of "The Commissioners Clauses Act, 1847," relating to Committees appointed by the Commissioners, apply to and include the *Stockton Dock* Committee.

Certain Provisions of 10 & 11 Vict. c. 16. to apply to this Act.

XXXV. That, subject to the Restrictions and Provisions of this Act, and so far as regards the Execution by the *Stockton Dock* Committee and the Members thereof respectively of this Act, the Powers, Authorities, Rights, Remedies, Duties, Restrictions, Liabilities and Indemnities, Clauses, and Provisions of this Act relating to and affecting the Commissioners, and any of them respectively, shall apply to and include the *Stockton Dock* Committee and the Members thereof respectively.

Application of Provisions of this Act to *Stockton Dock* Committee.

XXXVI. That in the Execution of this Act by the whole Body of the Commissioners the Members of the *Stockton Dock* Committee shall act in their individual Capacity of Commissioners, and not in their collective Capacity of the *Stockton Dock* Committee.

Members of Committee to act as Commissioners.

XXXVII. That the Commissioners, in respect of the Conservancy and Improvement of the *Tees* and the Regulation of the Navigation thereof, may and shall have and exercise the like Powers and Authorities over and in respect of the *Stockton Dock*, and the Works and Conveniences thereof, and the *Stockton Dock* Committee with reference thereto, as they would have if that Committee were a Body altogether distinct from the Commissioners, and the *Stockton Dock*, and the Works and Conveniences thereof, were absolutely vested in such Body for their own Benefit, but shall not have or exercise any further or other Power or Authority over or in respect of the *Stockton Dock*, or the Works and Conveniences thereof, or that Committee.

Limits of Authority of Commissioners over Docks and Committee.

XXXVIII. That the *Stockton Dock* Committee shall make and produce to every Annual Meeting of the Commissioners a Balance Sheet of the Accounts and a General Report in Writing of the State and Prospects

Annual Accounts and Report of the *Stockton*

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Dock to be made.

Prospects of the *Stockton* Dock; and such Report, in addition to any other Particulars which the *Stockton* Dock Committee think desirable, shall contain all such Particulars as are requisite for the complete Explanation of the Balance Sheet to be produced at such Meeting.

Balance Sheet of Accounts of *Stockton* Dock to be published.

XXXIX. That the *Stockton* Dock Committee shall cause the Balance Sheet of the yearly Accounts of the *Stockton* Dock, with the Report (if any) of the Auditors, to be published by Advertisement in such Newspapers, One published in the County of *Durham* and the other in the County of *York*, and respectively circulating in *Stockton*, as that Committee from Time to Time think fit.

And with respect to the Undertaking and Works of the Commissioners, be it enacted as follows:

Certain Provisions of 10 & 11 Vict. c. 27. incorporated with this Act.

XL. That "The Harbours, Docks, and Piers Clauses Act, 1847," except the Fourteenth, Fifteenth, and Twenty-fifth Sections thereof, and except so far as that Act is repugnant to or inconsistent with any of the Provisions or Purposes of this Act, shall be incorporated with this Act; and, subject to the Provisions of this Act the Commissioners and the *Stockton* Dock Committee respectively shall and may carry into execution that Act, and the several Provisions thereof applying to the Commissioners and the *Stockton* Dock Committee respectively, accordingly.

Interpretation of certain Expressions in 10 & 11 Vict. c. 27.

XLI. That for the Purposes of this Act the Expressions "the Harbour, Dock, or Pier," and "the Undertakers," in the Clauses incorporated with this Act of "The Harbours, Dock, and Piers Clauses Act, 1847," and as regards such of the Provisions and Purposes of this Act as are to be carried into execution with respect to the Conservancy and Improvement of the *Tees* and the Regulation of the Navigation thereof mean respectively the *Tees* and the Commissioners, and as regards such of the Provisions and Purposes of this Act as are to be carried into execution with respect to the *Stockton* Dock shall mean respectively the *Stockton* Dock and the *Stockton* Dock Committee.

Commissioners to be Conservators of the *Tees*.

XLII. That after the Commencement and subject to the Provisions of this Act the Commissioners shall be the Conservators of the *Tees*, and as such Conservators shall have all the Powers, Authorities, Rights, and Duties granted or conferred on them by this Act, and the Conservancy of the *Tees* is by this Act vested in the Commissioners accordingly, and as such Conservators the Commissioners may, by themselves, their Agents, Officers, and Servants, improve and support the Navigation of the *Tees*, and cleanse, scour, cut, dig, open, deepen, straighten, and otherwise improve any Part thereof, and the Banks, Shores, Cuts, Canals, Channels, Streams, Watercourses, Havens, Creeks, Bays, Inlets, and other Parts thereof, so far as the Tide flows and reflows, and

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and may remove and destroy any Rocks, Shoals, Shallows, Mud and Sand Banks and other Obstructions therein, and may for such Purposes enter upon and use any of the Lands upon which they are by this Act authorized to enter, and may therein bore, dig, cut, and remove, and lay upon any adjoining Lands, Earth, Stone, and other Matters which may obstruct the Execution of any of the Works by this Act authorized, or which may be dug or gotten in executing any of the Works by this Act authorized, and may construct, alter, and repair any Jetties, Dams, Mounds, Groins, Embankments, and other Works, Machinery, Apparatus, and Conveniences, and may do all such Things as the Commissioners from Time to Time think necessary and expedient for any of the Purposes of this Act.

XLIII. That on the Commencement of this Act, and except as by this Act otherwise provided, all the Estates, Lands, Buoys, Beacons, Lighthouses, and other Lights, Moorings, Works, Property, Choses in Action, Possibilities, Expectancies, Effects, Claims, and Demands whatsoever, of or by which the Company shall by virtue of the recited Acts, or by any other Means whatsoever, be at the Time of the Commencement of this Act seised, possessed, or in any way entitled, at Law or in Equity, or otherwise howsoever, with the Appurtenances, shall by this Act be transferred to and vested in the Commissioners absolutely, according to the Tenure, Nature, and Quality thereof respectively, but subject and without Prejudice to any Mortgages, Charges, Incumbrances, Claims, and Demands which at the Time of the Commencement of this Act may affect the Company or the Property thereof; and the Name and Corporate Seal of the Commissioners may be used when necessary in reference thereto, in like Manner in every respect as if the Undertaking of the Company had originally been the Undertaking of the Commissioners, and they, instead of the Company, had been originally authorized to carry the same into effect.

Property of Tees Navigation Company vested in Tees Conservancy Commissioners.

XLIV. That, subject to the Provisions of this Act, the Commissioners may and shall execute and maintain the following Improvements and Works; (to wit,)

Power to Commissioners to execute the Works herein named.

First, the Channel from *Middlesbrough* to the Ninth Buoy Anchoring Pool, (to wit,) a Cut and Channel from the present Channel of the *Tees* from the River Entrance of the *Middlesbrough* Dock to the Ninth Buoy Anchoring Pool in the *Tees*, and the diverting by Dykes or otherwise through that Cut and Channel the Waters of the *Tees* :

Secondly, the widening of the present Channel of the *Tees* on the South Bank thereof from the East End of the *Stockton* Cut next herein-after described, along the South Bank of the *Tees*, down

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to a Point in the *Tees* near *Newport* in the North Riding of the County of *York*:

Thirdly, the *Stockton Cut*, (to wit,) a Cut or Channel from the Southern Side of the *Tees*, from a Point near to the Stone Bridge over the *Tees* at *Stockton*, across certain Lands in the Township of *Thornaby* or Parish of *Thornaby* in the Parish of *Stainton* in the North Riding of the County of *York*, and into the present Channel of the *Tees* at a Point opposite or nearly opposite to the Island called *Jenny Mill's Island*, and the diverting through the *Stockton Cut* of the Waters of the *Tees*:

Fourthly, the making in the present Bed or Channel of the *Tees* between those Two last-mentioned Points, and on the Land lying South of the present Channel of the *Tees* between those Points and the *Stockton Cut* of the *Stockton Dock*, (to wit,) a Dock or Basin for the Accommodation of the Shipping in the *Tees*, with or without Floodgates at the Eastern End of the Dock or Basin, and all necessary Wharfs, Quays, Landing Places, Warehouses, Works, and Conveniences:

Fifthly, the embanking and filling up of the South-west Corner of the present Channel of the *Tees* to the Distance of Four hundred Feet or thereabouts at the Commencement of the *Stockton Cut*:

Sixthly, the making of a Road or the appropriating and making public of the existing private Road leading out of the High Road from or near to the West End of that Stone Bridge over the *Tees*, and the extending of the same across the proposed Embankment up to the West Side of the *Stockton Cut* at the South End thereof:

Seventhly, the appropriating and making public of a private Road adjoining to or leading from the High Road from *Stockton* to *Gisborough* at a Point about Three hundred and thirty Feet from the East End of that Stone Bridge, and leading thence to the Shipbuilding Yard now occupied by Messrs. *William Turnbull* and Company on the South Side of the *Stockton Cut*:

Eighthly, the widening, deepening, straightening, dredging, protecting, and otherwise improving of the Bed, Channel, and Banks of the *Tees*, as the Commissioners from Time to Time deem necessary for maintaining and improving the Navigation thereof from *High Ford* to the Outside the Bar at the Mouth of the *Tees*:

Ninthly, the preventing and removing of all Obstructions to the Navigation of the *Tees*, and all Encroachments therein, and the preventing of the Erection of Piers, Quays, Jetties, Wharfs, and other Works in the *Tees*:

Tenthly, the providing, placing, maintaining, and removing of  
Buoys,

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Buoys, Beacons, Moorings, Steam Engines, Dredges, and other Works and Machinery, Lights, Lightships, and Lighthouses, in or near the Entrance of the *Tees* :

Eleventhly, the removing or compelling of the Removal of all Wrecks, Encroachments, and Obstructions which may in any way prejudice or obstruct the free Navigation of the *Tees* :

Twelfthly, the making, amending, repairing, maintaining, altering, and removing of all such Works and Conveniences whatsoever as the Commissioners from Time to Time think it proper for any of the Purposes of this Act to make, amend, repair, maintain, alter, and remove ; and (subject to the Provisions of this Act) the Commissioners may do all other Acts necessary for the Conservancy and Improvement of the *Tees*, and the Regulation of the Navigation thereof, nevertheless doing as little Damage as can be, and making full Satisfaction (as by this Act provided) to all Parties interested for all Damage by them sustained by reason of the Execution by the Commissioners of the Powers of this Act :

Provided always, that the Works firstly herein-before authorized shall be executed before the Works secondly hereby authorized shall be executed.

XLV. Provided always, That it shall not be lawful for the Commissioners to construct any Works or do any Act whereby the Shipping Places, Drops, or Staiths of the Company of Proprietors of the *Clarence* Railway on or adjoining the River *Tees* would be deteriorated, either by the filling-up of the River *Tees*, lessening the Depth of Water in the River *Tees* contiguous or near to such Shipping Places, Drops, or Staiths, or by placing any Obstruction or Impediment to the Approach and Departure of Vessels to and from such Shipping Places, Drops, or Staiths ; and if any of the Works by this Act authorized shall have the Effect, either directly or indirectly, of deteriorating such Shipping Places, Drops, or Staiths as aforesaid, or of lessening the Depth of Water in the River *Tees* contiguous or near thereto, or of obstructing or impeding the Approach or Departure of Vessels to or from such Shipping Places, Drops, or Staiths as aforesaid, the Commissioners shall, at their own Expense, make good any Damage to be sustained by the Company of Proprietors of the *Clarence* Railway, their Successors and Assigns, by reason of any such Works as aforesaid, and shall, at the Expense of the said Commissioners, cause the Shipping Places, Drops, Staiths, and Works incident thereto belonging to the said Company of Proprietors of the *Clarence* Railway, their Successors or Assigns, to be extended into the River *Tees* to deep Water, so as to render them as efficient for the Purposes of the said last-named Company of Proprietors, their Successors or Assigns, as they were before the Construction of the said Works by the said Commissioners ;

For Protection of the Shipping Places of the Clarence Railway Company.

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missioners ; and such Works shall be done under the Superintendence and according to a Plan to be approved of by the Engineer of the Company of Proprietors, their Successors or Assigns, or, in case of Disagreement, in such Manner as shall be settled by Arbitration.

Disputes between the Commissioners and the Clarence Railway Company to be settled by Arbitration.

XLVI. That if any Dispute arise between the Commissioners and the said Company of Proprietors of the *Clarence* Railway as to any of the Matters aforesaid, or as to the Extent or Nature of the Works required for the Protection or Extension of the Shipping Places, Drops, or Staiths of the said Company of Proprietors of the *Clarence* Railway, their Successors or Assigns, the same shall be settled by Arbitration in manner provided by the "Lands Clauses Consolidation Act, 1845," herewith incorporated.

If Commissioners fail to execute Works, the Railway Company may do the same, and recover Expenses from the Commissioners.

XLVII. That if the Commissioners fail to do such Works for the Protection or Extension of the Shipping Places, Drops, or Staiths of the said Company of Proprietors of the *Clarence* Railway, or shall not proceed with such Works within such Time and in such Manner, and subject to such Stipulations, as shall be agreed upon between the Parties, or as shall be adjudged or awarded under the Provisions of this Act, it shall be lawful for the said Company of Proprietors of the *Clarence* Railway, their Successors or Assigns, to do and construct such Works ; and the Amount expended by the said last-mentioned Company on such Works, and incident thereto, shall be a Debt due from the Commissioners to the said last-mentioned Company, their Successors or Assigns, and may be sued for and recovered by such Company, their Successors or Assigns, accordingly.

Admiralty may order local Survey to be made, at Expense of Commissioners.

XLVIII. That if it shall at any Time or Times be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works hereby authorized, or which the Commissioners may construct or be desirous of constructing, or of the intended Site thereof, the Commissioners shall defray the Costs of such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Commissioners, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Commissioners.

If Works affecting tidal Waters are abandoned, Admiralty may remove same, at Expense of Commissioners.

XLIX. That if any Work to be constructed by or under the Sanction or Authority or with the Consent of the Commissioners 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 or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing



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cutting the Office of 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 Commissioners, and the Amount thereof shall be a Debt due from the Commissioners to the Crown, and be recoverable accordingly, with Costs of Suit.

L. That, notwithstanding anything herein-before contained, the Commissioners shall not construct any of the Works herein-before mentioned upon or otherwise interfere with any Part of the Bed or Shores of the said River *Tees*, or of any Haven, Bay, Creek, or Inlet thereof, or of the Sea beyond the Mouth of the said River, belonging to Her Majesty in right of Her Crown, or upon any other Land, Soil, Tenements, or Hereditaments 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, and Land Revenues, or One of them, first had and obtained for that Purpose, and which such Commissioners or Commissioner are and is hereby empowered to give, upon Payment of such Compensation in Money, or upon such other Terms and Conditions as they or he shall think fit.

Works on Bed and Shores of River not to be executed without the Consent of the Commissioners of Woods, &c.

LI. That if in the course or by means of the Execution of any of the said Works any Part of the Shores or Bed of the said River *Tees*, or of any Bay, Creek, or Inlet thereof, or of the Sea beyond the Mouth thereof, belonging to Her Majesty, shall be inned, gained, or reclaimed from the Water, the said Commissioners shall not have or exercise any Right upon the same or in respect thereof, but such Inning, Gaining, or Reclamation shall enure absolutely for the Benefit of Her Majesty the Queen, Her Heirs and Successors; and it shall not at any Time afterwards be lawful for the said Commissioners to take, enter upon, or interfere with the Lands so inned, gained, or reclaimed, for any Purpose whatsoever, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

Any Land reclaimed by the Works not to be taken without the Consent of the Commissioners of Woods, &c.

LII. Whereas Plans and Sections of the intended Works, showing the Lines and Levels thereof, and also Books of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands in which the same are intended to be made, have been deposited with the Clerks of the Peace for the County of *Durham* and for the North Riding of the County of *York* respectively: (Subject to the Provisions of this Act) the Commissioners and the *Stockton Dock* Committee respectively may make and maintain the Improvements and Works respectively in the Lines delineated on those Plans, and within the Limits of Deviation defined on such Plans, and according to the Levels shown by

Power to execute Works according to deposited Plans, and take Lands described in Book of Reference

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those Sections, so far as such Lines and Levels respectively are applicable, and upon the Lands described in those Books of Reference, and may enter upon, take, and use such of those Lands as shall be necessary for such Purposes, and which Lands are respectively situate in the following Parishes, Townships, and Extra-parochial Places; (to wit,) the Townships of *High Worsall* in the Parish of *High Worsall* or *Northallerton*, *Low Worsall* in the Parish of *Kirk Leavington*, *Yarm* in the Parish of *Yarm*, *Ingleby Berwick* in the Parish of *Stainton*, *Thornaby* in the Parish of *Thornaby* or in the Parish of *Stainton*, *Linthorpe* and *Middlesbrough* in the Parish of *Middlesbrough* or in the Parish of *Acklam*, *Ormesby* in the Parish of *Ormesby*, *Normanby* and *Eston* in the Chapelry of *Eston* and Parish of *Ormesby*, *Lackenby* and *Lazenby* in the Chapelry of *Wilton* in the Parish of *Kirkleatham*, *West Coatham* and *East Coatham* in the Parish of *Kirkleatham*, and the Parishes of *High Worsall*, *Northallerton*, *Kirk Leavington*, *Yarm*, *Stainton*, *Thornaby*, *Middlesbrough*, *Acklam*, *Ormesby*, and *Kirkleatham*, in the North Riding of the County of *York*, the Townships of *Aislaby*, *Newsham*, and *Egglescliffe* in the Parish of *Egglescliffe*, *Preston* otherwise *Preston-upon-Tees* and *Stockton* in the Parish of *Stockton-upon-Tees*, *Billingham* and *Coopen Bewley* in the Parish of *Billingham*, *Greatham* in the Parish of *Great-ham*, and *Seaton Carew* in the Parish of *Stranton*, and the Parishes of *Egglescliffe*, *Stockton-upon-Tees*, *Billingham*, *Greatham*, and *Stranton*, in the County of *Durham*, or some or One of them; and for the Purpose of entering upon, taking, and using such Lands "The Lands Clauses Consolidation Act, 1845," shall be incorporated with this Act.

Admiralty  
may con-  
struct  
Breakwater,  
&c. near to  
Seaton  
Snook, ex-  
cept, &c.

LIII. That the Admiralty may, if and when they think fit, make, erect, lay down, form, construct, and maintain a Breakwater from or near to *Seaton Snook* on the North Side of the *Tees* Estuary in the County of *Durham*, and extending thence in an Eastwardly Direction towards the *South Gare* Bank, with all Piers, Embankments, and other Works and Conveniences necessary thereto, and for that Purpose may enter upon, take, and use, under the Provisions of the Lands Clauses Consolidation Act, 1845, the Lands on which the said Breakwater is laid down on the said Plans and described in the said Book of Reference; but it shall not be lawful for the Admiralty to construct such Breakwater and Works on any Lands 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, and Land Revenues, or One of them, first had and obtained in manner aforesaid.

Period for  
compulsory  
Purchase of

LIV. That the Powers of the Commissioners for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after

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after the Expiration of Five Years from the Commencement of this Act. Lands limited.

LV. That the several Works denoted on the deposited Plans shall be completed within Seven Years from the Commencement of this Act, and on the Expiration of that Period the Powers by this Act granted to the Commissioners for executing those Works, or otherwise in relation thereto, or of borrowing Money, except to pay off existing Mortgages, shall cease to be exercised, except as to so much of those Works as are completed. Period for Completion of Works.

LVI. That the Commissioners may from Time to Time purchase, take on Lease, and otherwise acquire by Agreement, for the Purposes of the *Stockton Dock*, any Quays, Landing Places, Wharfs, and any Rights and Interests in Lands on the Northern Side of such Part of the River *Tees* as is by this Act authorized to be converted into or to be used for the Purposes of the *Stockton Dock*. Power to purchase, &c. by Agreement, Quays, &c. for Stockton Dock.

LVII. That the Commissioners may from Time to Time purchase, take on Lease, or otherwise acquire by Agreement, for any of the Purposes of this Act, other than the Purposes of the *Stockton Dock*, any Quays, Landing Places, Wharfs, and Lands, and any Rights and Interests in Land, and may on any such Lands make any Lighthouses, Beacons, Ballast Wharfs, and Quays, and other Works and Conveniences, and may appropriate any such Lands for the Deposit of Ballast. Power to purchase by Agreement Lands for Lighthouses, Ballast Wharfs, &c.

LVIII. That the Commissioners may from Time to Time purchase by Agreement any now existing Leases or Agreements for Leases of any of the Tolls, Rates, and Duties granted by the recited Acts or either of them, and any Interest thereon; and for the Purposes of such Purchases such Leases and Agreements respectively shall be deemed to be Lands within the Meaning of the Provisions incorporated with this Act of "The Lands Clauses Consolidation Act, 1845." Power to purchase Leases of Tolls, &c. under recited Acts.

LIX. That, subject to the Provisions of this Act, all the now existing Embankments made by the Company, and whether for the Purposes of the Company or for the Protection of any Lands, and all Embankments and other Works made under the Authority of this Act by the Commissioners, shall be at all Times duly repaired, maintained, and upheld by the Commissioners; and whenever the Construction of any such Embankments or Works shall render necessary the Removal or prevent the Construction of any other Embankments or Works on the Foreshore of the said River, which the Owners or other Persons interested in such Foreshore, or in any adjoining Lands, shall at the Time of the passing of this Act be liable to construct or maintain, such Commissioners to maintain Embankments and Works.

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such Owners or Persons shall not, after the Construction of such Embankments or Works by the Commissioners, be liable to the Repair or Construction of any other Embankments or Works which may have been removed, or which may, by the Construction of such Works by the Commissioners, have been rendered unnecessary or incapable of being made.

Lighthouses and Beacons to be maintained by Commissioners.

LX. That the Commissioners may maintain the present Lighthouses and Beacons erected by the Company, and keep such Lighthouses lighted during all such Periods of the Tide as they may see fit, or during such Periods of the Tide in which Vessels may safely pass over the Bar at the Mouth of the *Tees*, and may discontinue such Lighthouses and Beacons at their Will and Pleasure, and may erect, maintain, and from Time to Time discontinue such other Lighthouses and Beacons as they from Time to Time think best for the Navigation of the *Tees*.

Lights, &c. not to be exhibited, &c. without Sanction of Trinity House.

LXI. Provided always, That the Commissioners shall not exhibit any new Light or Beacon without having first obtained the Sanction in Writing of the Corporation of the *Trinity House of Deptford Strond*, as to the Description and Power of such Light, or the Character of such Beacon, and the Mode of exhibiting the same respectively.

Power to build, &c. Dredging Vessels,

LXII. That the Commissioners may from Time to Time build, purchase, hire, and use such Vessels, to be worked by Steam or otherwise, at their Discretion, for dredging, scouring, cleansing, and deepening the Bed of the *Tees*, and such other Vessels, Machinery, and Apparatus for those Purposes as they think fit.

and Steam Engines, &c.

LXIII. That the Commissioners may from Time to Time build, purchase, hire, and use all such Steam Engines, Piling Engines, Punts, Steam Tugs, Vessels, Diving Bells, and other Machinery, Implements, and Apparatus as they think necessary for any of the Purposes of this Act.

Steam Engines to consume their own Smoke.

LXIV. That every Steam Engine which shall be erected or used by virtue of the Powers of this Act shall be constructed on the Principle of consuming its own Smoke, so as to prevent the same from occasioning any Nuisance; and if the said Company, or any Person employed by them in the Execution of this Act, shall erect or use any Steam Engine which shall not consume the Smoke upon the Principle aforesaid, they or he shall forfeit and pay for every Neglect or Offence the Sum of One hundred Pounds, to be recovered, with full Costs of Suit, by Action of Debt or on the Case, in any of Her Majesty's Courts of Record at *Westminster*; and such Steam Engine may be abated as a Nuisance.

LXV. That

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LXV. That it shall be lawful for every Constable having just Cause to suspect that any Felony has been or is about to be committed on board of any Vessel within the Limits of his Jurisdiction to enter at all Times, as well by Night as by Day, in and upon every such Vessel, and to search the same, and to take all necessary Measures for the effectual Prevention or Detection of all Felonies which he has just Cause to suspect have been or are about to be committed, and to apprehend and detain all Persons suspected to be concerned in such Felonies, and also all Property suspected to be feloniously stolen, and to produce the same before some Justice of the Peace.

Powers of Constables to go on Board Vessels.

LXVI. That the Commissioners shall, within Twelve Months after the Commencement of this Act, cause to be made a Map of the Area within the Limits of this Act, and of any adjoining Parts which they think it expedient for any of the Purposes of this Act to include in such Map, on a Scale of not less than Six Inches to a Mile, and with such Indications of Shoals, Banks, Levels of High and Low Water, Quays, Wharfs, Works, and other Particulars as they think expedient for any of those Purposes, or for the general Advantage of Persons resorting to the *Tees*, or contributing to the Income of the Commissioners, and shall cause such Map to be from Time to Time copied, engraved, and published as they think proper, and shall from Time to Time cause such Maps to be revised, and such Additions and Alterations to be made in and to the same as may be requisite, and the Date of every such Revision shall be expressed thereon; and every Map so made shall be kept in the chief Office for the Time being in *Stockton* of the Commissioners, and the same or a Copy thereof shall at all seasonable Times be open to the Inspection of all Persons interested in the Navigation of the *Tees*, and the Owners and Occupiers of all Lands fronting the tidal Waters thereof.

Map of Area within the Limits of Act to be provided.

LXVII. Provided always, That while a Contract for the Execution of the Works or any Part thereof is not fully performed, the Commissioners shall not pay to the Contractor, in part of the Amount which he is to receive for the complete Performance of his Contract, any Sums exceeding in the whole Nine Tenths of the Value, according to the Contract Price of the Work from Time to Time performed under his Contract, and shall not make any such Payment except on the Certificate of the Engineer of the Commissioners of the due Performance of such Work, and of such Value thereof.

Limit of Payments to Contractors for Works in hand.

LXVIII. That the Commissioners shall from Time to Time appoint and remove such Harbour and Dock Masters, Weighers, Meters, and other Officers as the Commissioners deem requisite for the Execution of the several Purposes of this Act, and determine their respective Remunerations, Duties, and Regulations.

Appointment of Harbour Masters and other Officers.

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LXIX. That

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For settling by Agreement Questions as to Limits of Stockton Dock.

LXIX. That in case at any Time any Question shall arise between the Commissioners and the *Stockton Dock Committee* as to what are the Limits of the *Stockton Dock*, every such Question may be settled by mutual Agreement between the Commissioners and the *Stockton Dock Committee*; and every such mutual Agreement shall be in Writing, under the Common Seal of the Commissioners and the Hands of Two or more of the Members of the *Stockton Dock Committee*.

Admiralty may determine Questions not settled by Agreement.

LXX. That if any such Question be not settled by such mutual Agreement, the same may be referred, either by the Commissioners or by the *Stockton Dock Committee*, to the Admiralty, and may be determined by the Admiralty by an Award in Writing under the Hand of the Secretary to the Admiralty.

Agreements, &c. as to Limits of Stockton Dock to be conclusive.

LXXI. That every such mutual Agreement or Award shall, until the same be altered or revoked by a subsequent mutual Agreement or Award made as by this Act provided, be absolutely conclusive to all Intents and Purposes as to the Limits of the *Stockton Dock*, so far as those Limits are by such mutual Agreement or Award settled or determined and defined.

And with respect to Ballast, be it enacted as follows:

Power to make Byelaws as to Removal, &c. of Ballast.

LXXII. That the Commissioners may from Time to Time make such Byelaws as they think fit for regulating the Removal and Disposal, within the Limits of this Act, of all Ballast brought by Vessels entering the *Tees*, and for regulating the Supply of all such Stone, Gravel, or other Materials, so as to prevent Ballast being thrown or allowed to fall into the *Tees*, or to obstruct the Navigation thereof within the Limits of this Act.

Ballast to be brought to Sides of Vessels, and thrown in immediately.

LXXIII. That all Ballast supplied to any Vessel in the *Tees*, if such Vessel be lying at any Ballast Wharf, shall be brought in Carts, Waggon, Trucks, or other Apparatus to such Ballast Wharf, and thence immediately thrown into such Vessel by the Crew or other Persons employed by the Master of such Vessel, or, if such Vessel be not lying at any Ballast Wharf, shall be brought in a proper and sufficient Ballast Lighter to the Side of such Vessel, and thence immediately thrown into such Vessel by such Crew or other Persons.

Penalty on Masters of Lighters improperly discharging or taking up Ballast.

LXXIV. That if the Master of any Ballast Lighter employed to receive or take Ballast from any Vessel, or to remove or discharge any Ballast, or to take up or dredge for Ballast in the *Tees*, discharge or deposit the Ballast at or take up any Ballast in or from any other Part of the *Tees* than such Part thereof as the Commissioners from Time to Time lawfully direct, such Master shall for every such Offence forfeit any Sum not exceeding Ten Pounds.

LXXV. That

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LXXV. That if any Person cast or unload into or out of any Vessel in the *Tees*, or if any Person having the Command of any Vessel in the *Tees* knowingly permit to be cast or unloaded into or out of the same any Ballast or Rubbish, and such respective Person have not a Wooden Stage or Portsail sufficiently large and properly fastened during the whole Time of such casting or unloading from the Vessel into or out of which such Ballast or Rubbish is to be cast or unloaded to the upper Edge or highest Part of the Wharf, Staith, or Quay, or to the other Vessel into, from, or upon which such Ballast or Rubbish is to be cast or unloaded, and so as to prevent any such Ballast or Rubbish from falling into the *Tees*, every such Person so offending shall for every such Offence forfeit any Sum not exceeding Forty Shillings for the First Offence, and any Sum not exceeding Five Pounds for every subsequent like Offence.

Penalty for casting Ballast or Rubbish without a Portsail.

LXXVI. That if any Tenant or Occupier of any Wharf, Staith, or Quay adjoining the *Tees* permit any Ballast or Rubbish cast or placed thereon after the same is cast or placed thereon, and the Apparatus used in casting or placing the same is removed, to be or remain on and within Three Feet of the Edge of such Wharf, Staith, or Quay, or cause or suffer any such Ballast or Rubbish to be cast or placed in or so near to any Runner or Watercourse upon or adjoining such Wharf, Staith, or Quay as that such Ballast or Rubbish, or any Part thereof, is or may be washed into the *Tees*, to the Prejudice thereof, every Person so offending shall for every such Offence forfeit any Sum not exceeding Five Pounds.

Occupiers of Wharfs not to allow Ballast to remain near Edge of Wharf.

LXXVII. That if any Tenant or Occupier of any Ballast Quay adjoining the *Tees*, without the Consent of the Commissioners, lay or place any Heap of Ballast or Rubbish upon such Quay within Three Yards of the Edge or Front thereof, or if any Tenant or Occupier of any other Wharf, Staith, or Quay, or any Land adjoining the *Tees*, without such Consent, lay or place any Heap of Ballast or Rubbish upon such Wharf, Staith, Quay, or Land within Ten Yards of the High-water Mark, every such Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds.

Penalty on placing Ballast too near the *Tees*.

LXXVIII. That in case the Tenant or Occupier of any Wharf, Staith, Quay, or Land adjoining the *Tees*, whereon any Ballast or Rubbish is cast or placed, refuse or neglect to remove the same from such Wharf, Staith, Quay, or Land within One Week after the casting or placing of the same thereon, the Commissioners may remove all or any Part of such Ballast or Rubbish to such Places as the Commissioners think fit, and may dispose of the same as the Commissioners think fit; and the Charges of removing and disposing of the same

Commissioners may remove Ballast.

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same shall, and in addition to any Penalty by this Act imposed on such respective Tenant or Occupier, be paid by him; and in case of Refusal or Neglect to pay the same on Demand, shall be recoverable as Penalties may by this Act be recovered.

Ballast not to be cast into the Tees or the Sea within specified Limits.

LXXIX. That if any Officer of the Commissioners, or any other Person whomsoever, under any Pretence whatever, save in the Execution of Works properly authorized, and save also so far as is necessary or proper for the Execution of such Works, cast or unload any Ballast or Rubbish into the *Tees*, or into the Sea within Two Miles of the Bar at the Mouth of the *Tees*, or into the Sea off the Mouth of the *Tees*, in any Part where the Depth of the Sea is less than Ten Fathoms of Low Water of Spring Tides, every Person so offending shall for every such Offence forfeit any Sum not exceeding Ten Pounds.

Commissioners may dispose of Ballast.

LXXX. That the Commissioners may use or sell and dispose of, in such Manner as they think proper, the Stones, Gravel, Sand, Soil, and other Materials dug or dredged by them from the River, and all Ballast and Rubbish removed by them under the Authority of this Act.

Penalty for delaying Ballast Lighters, Carts, &c.

LXXXI. And to the end that such Carts, Waggon, Trucks, or other Apparatus and Ballast Lighters as are employed in receiving or supplying Ballast or Rubbish be not employed or detained longer than is necessary; therefore, in case the Master or Crew of any Vessel, and so as to occasion any unnecessary or unreasonable Delay therein, refuse or neglect to take in or cast out the Ballast or Rubbish of or for such Vessel from or to any Cart, Waggon, Truck, or other Apparatus or Ballast Lighter employed to receive or supply Ballast or Rubbish from or to such Vessel, the Master of such Vessel shall for every such Offence forfeit any Sum not exceeding Five Shillings for every Hour during which such Cart, Waggon, Truck, or other Apparatus or Ballast Lighter is by or in consequence of such Neglect or Default so delayed.

And with respect to Dues, Tolls, and Rates, be it enacted as follows:

Dues vested in Commissioners.

LXXXII. That the several Dues, Tolls, and Rates specified in the Schedules (A.) and (B.) to this Act are hereby respectively vested in the Commissioners for the several Purposes of this Act, and the Tolls specified in Schedule (C.) to this Act are hereby vested in the *Stockton Dock Committee*.

Light Dues.

LXXXIII. That the Commissioners may from Time to Time, in respect of the Lights at the Entrance of and in the *Tees*, demand and take



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take in respect of all Vessels entering the *Tees* the several Tonnage Dues specified in the Schedule (A.) to this Act annexed, and those Dues shall be payable from the Commencement of this Act.

LXXXIV. Provided always, That the Tonnage Dues in Schedule (A.) shall not be payable during any Period when Lights sufficient for the safe and convenient Navigation of the *Tees* are not duly exhibited at the Lighthouses and Beacons of the Commissioners. Light Dues not to be payable unless *Tees* lighted.

LXXXV. That the Commissioners may from Time to Time, in respect of the Conservancy and Improvement of the *Tees*, and the Regulation of the Navigation thereof, demand and take, in respect of all Vessels entering or leaving the *Tees*, the several River Tolls respectively specified in the Schedule (B.) to this Act annexed, and those Tolls shall be payable from the Commencement of this Act. River Tolls.

LXXXVI. That the Commissioners may from Time to Time, in respect of the Use of the *Stockton* Dock, demand and take, in respect of all Vessels entering the *Stockton* Dock, and their Cargoes, the several Dock Rates and Tolls respectively specified in the Schedule (C.) to this Act annexed: Provided always, that the Dock Rates and Tolls shall not be payable until the *Stockton* Dock is completed and fit for the Reception of Vessels. Dock Rates.

LXXXVII. That the Tonnage Dues and the River Tolls respectively shall be deemed Port Charges. Tonnage Dues, &c. deemed Port Charges.

And with respect to Accounts, and the *Stockton* Dock Fund, and the *Tees* Conservancy Fund, and Auditors, be it enacted as follows:

LXXXVIII. That all the Rates and Charges from Time to Time payable to the Commissioners in respect of the *Stockton* Dock shall be carried by the Commissioners to the Credit of a separate and distinct Account, to be called "The *Stockton* Dock Account;" and the Commissioners shall make in that Account Entries of all the Receipts, Credits, Payments, and Liabilities of the Commissioners with reference to the *Stockton* Dock. Stockton Dock Account.

LXXXIX. That the *Stockton* Dock, and the Quays, Wharfs, Embankments, Floodgates, Buildings, Lands, Works, and Conveniences thereof, and the Dock Rates and other the Monies by this Act directed to be carried to the Credit of the *Stockton* Dock Account, shall form the *Stockton* Dock Fund. Stockton Dock Fund.

XC. That all Monies raised by the Commissioners under the Authority of this Act for the Purposes of the *Stockton* Dock, and all Damages, Penalties, and other Sums of Money and Income whatsoever Monies to be carried to credit of Stockton Dock Fund.

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received by or for the Use or Benefit of the Commissioners with reference to the Provisions or Purposes of this Act, so far as the same relate to the *Stockton Dock*, or in carrying this Act with respect to the *Stockton Dock* into execution, shall be paid to the Credit of the *Stockton Dock Fund*.

Charges on  
Stockton  
Dock Fund.

XCI. That the Interest of all Monies borrowed on the Credit of the *Stockton Dock Fund*, and all Monies paid or expended by the Commissioners for or with reference to the Execution of this Act, or any of the Provisions or Purposes thereof in respect of the *Stockton Dock*, and all Debts, Liabilities, and Engagements whatsoever incurred and entered into respectively by the Commissioners for or with reference to the Execution of this Act, or any of the Provisions or Purposes thereof in respect of the *Stockton Dock*, and all other the Costs, Charges, Losses, Damages, and Expenses whatsoever paid or incurred by the Commissioners in respect of the *Stockton Dock*, and the Execution of this Act, or any of the Provisions or Purposes thereof in respect of the *Stockton Dock*, shall be borne and paid by and out of the *Stockton Dock Fund*.

Application  
of Stockton  
Dock Fund.

XCII. That the Monies to be from Time to Time carried to the Credit of the *Stockton Dock Fund* shall be applied, in the first place, in paying the Interest on the Monies from Time to Time raised on the Credit of that Fund, and secured by Mortgage thereon, and in the next place in making and maintaining the *Stockton Dock*, and the Works and Conveniences thereof, by this Act authorized, and otherwise putting this Act with reference to the *Stockton Dock Purposes* into execution, and the Surplus from Time to Time shall be applied by the Commissioners in paying off the Monies secured by Mortgages on that Fund.

Tees Con-  
servancy  
Account.

XCIII. That all the Tolls, Dues, and Charges from Time to Time payable to the Commissioners, otherwise than in respect of the *Stockton Dock*, shall be carried by the Commissioners to the Credit of a separate and distinct Account, to be called "The *Tees Conservancy Account*," and the Commissioners shall make in that Account Entries of all the Receipts, Credits, Payments, and Liabilities of the Commissioners with reference to the Undertakings of the Commissioners, and the carrying of this Act into execution, otherwise than in respect of the *Stockton Dock*.

Tees Con-  
servancy  
Fund.

XCIV. That the River Tolls and other the Monies by this Act directed to be carried to the Credit of the *Tees Conservancy Account*, and all the Lands, Buildings, Works, Property, and Effects whatsoever of the Commissioners, other than the *Stockton Dock Fund*, shall form the *Tees Conservancy Fund*.

XCV. That

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XCV. That all Monies raised by the Commissioners under the Authority of this Act for any Purposes other than the Purposes of the *Stockton Dock*, and all Damages, Penalties, and other Sums of Money and Income whatsoever received by or for the Use or Benefit of the Commissioners with reference to the Provisions or Purposes of this Act, other than so far as the same relate to the *Stockton Dock*, or in carrying this Act into execution, other than with respect to the *Stockton Dock*, shall be paid to the Credit of the *Tees Conservancy Fund*.

Monies to be carried to credit of Tees Conservancy Fund.

XCVI. That the Interest of all Monies borrowed on the Credit of the *Tees Conservancy Fund*, and all Monies paid or expended by the Commissioners for or with reference to the Execution of this Act or any of the Provisions or Purposes thereof, other than in respect of the *Stockton Dock*, and all Debts, Liabilities, and Engagements whatsoever incurred and entered into respectively by the Commissioners for or with reference to the Execution of this Act, or any of the Provisions or Purposes of this Act, other than in respect of the *Stockton Dock*, and all other the Costs, Charges, Losses, Damages, and Expenses whatsoever paid or incurred by the Commissioners with reference, not to the *Stockton Dock*, but to the Conservancy, Lighting, and Improvement of the *Tees* and the Regulation of the Navigation thereof, and the Execution of this Act or any of the Provisions or Purposes thereof, shall be borne and paid by and out of the *Tees Conservancy Fund*.

Charges on Tees Conservancy Fund.

XCVII. That the Monies to be from Time to Time carried to the Credit of the *Tees Conservancy Fund* shall be applied, in the first place, in discharging the Expenses of obtaining this Act; and in the next place in paying, according to the Priorities prescribed by this Act, the Interest on the Monies from Time to Time secured by Mortgage on that Fund; and in the next place in executing the Works between *Middlesbrough* and the Ninth Buoy Anchoring Pool by this Act firstly directed to be executed; and in the next place in making and maintaining other Improvements, Works, and Conveniences for the Conservancy, Lighting, and Improvement of the *Tees* and the Regulation of the Navigation thereof, by this Act authorized, and otherwise in putting this Act with reference to the *Tees Conservancy Purposes* into execution; and the Surplus from Time to Time of those Monies shall be applied by the Commissioners in paying off the Monies secured by Mortgages on that Fund.

Application of Tees Conservancy Fund.

XCVIII. That any Deed, Contract, or other Instrument, or any Liability made, entered into, or incurred by the Commissioners with reference to any of the Purposes of the *Stockton Dock* shall not extend to charge or affect any of the Estates or Property of the Commissioners

Stockton Dock Liabilities to be discharged out of Stock-

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ton Dock  
Fund.

sioners other than the *Stockton Dock Fund*, and all Claims and Demands by reason of any such Deed, Contract, Instrument, or Liability shall be discharged only out of the *Stockton Dock Fund*.

Tees Con-  
servancy  
Liabilities  
to be dis-  
charged out  
of Tees Con-  
servancy  
Fund.

XCIX. That any Deed, Contract, or other Instrument, or any Liability, made, entered into, or incurred by the Commissioners with reference to any of the Purposes of this Act, other than the Purposes of the *Stockton Dock*, shall not extend to charge or affect the *Stockton Dock Fund*, but all Claims and Demands by reason of any such Deed, Contract, Instrument, or Liability shall be discharged out of the *Tees Conservancy Fund*.

Number of  
Auditors.

C. That there shall be Three Auditors, who shall audit all the Accounts to be kept under this Act.

Appoint-  
ment of  
Auditors.

CI. That in every Year on the Ninth Day of *November*, or the Day for the annual Appointment or Election of Commissioners, the *Stockton Council*, the *Middlesbrough Improvement Commissioners*, and the *Yarm Ratepayers* respectively shall appoint One Person, not being a Commissioner under this Act, to be an Auditor of the Accounts of the Commissioners; and every Person so appointed an Auditor shall respectively have the like Qualification and be subject to the like Disqualification or Disability as is by this Act provided with respect to a Person appointed a Commissioner by the Body by which the same respective Person is appointed an Auditor.

Powers of  
Auditors.

CII. That the Auditors may examine all or any of the Accounts, periodically or continuously, and may, for the better Performance of any of their Duties, employ such Accountants and other Persons as they think proper, at the Expense of the Commissioners; and the Auditors shall either make a special Report on the yearly or other Accounts, or simply confirm the same, and such Report or Confirmation shall be read at the Annual Meeting of the Commissioners: Provided always, that if the Auditors do not agree in opinion they may make separate Reports instead of One joint Report.

Inspection of  
Accounts.

CIII. That all the Accounts to be kept under this Act, after being audited, shall be open to the Inspection of the Members of the *Stockton Council*, the *Middlesbrough Improvement Commissioners*, and the *Yarm Ratepayers* respectively; and a full Abstract of such Accounts shall, within One Month after the Audit thereof, be published by Advertisement in Two Newspapers, one printed in the County of *Durham*, and the other in the County of *York*, and respectively circulating in *Stockton*.

And

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And with respect to the borrowing of Money for the Purposes of this Act, be it enacted as follows :

CIV. That the Clauses of "The Commissioners Clauses Act, 1845," with respect to the Mortgages to be executed by the Commissioners, except so far as the same are excepted or altered by this Act, are incorporated with this Act, but it shall not be necessary for the Commissioners to set apart any Monies by way of Sinking Fund until the Expiration of Ten Years from the Commencement of this Act.

Certain Clauses of 10 & 11 Vict. c. 16., incorporated with this Act.

CV. That the Commissioners shall, on or before the First Day of *December* One thousand eight hundred and fifty-two, issue to the several Creditors of the Company for the Debt of Three thousand Pounds created under the first-recited Act, in lieu and in satisfaction of their respective Mortgages or other Securities for that Debt, Mortgages on the *Tees* Conservancy Fund for the like respective Amounts of Principal Money, and bearing the like respective Rates of Interest.

Commissioners to issue Mortgages for 3000*l.* to Creditors under first-recited Act.

CVI. That the Commissioners shall, on or before the First Day of *December* One thousand eight hundred and fifty-two, issue to the several Holders of the One hundred and eighty Shares in the Capital of the Company issued under the first-recited Act, Mortgages on the *Tees* Conservancy Fund for the aggregate Principal Sum of Eighteen thousand Pounds, bearing Interest after the Rate of Four Pounds *per Centum per Annum*, and shall issue such Mortgages to such Shareholders respectively in the Proportion of One hundred Pounds Principal Money for every Fifty Pounds Share: Provided always, that the Commissioners shall not issue any such Mortgage for a Principal Sum less than One hundred Pounds, and shall not, unless the Shareholder entitled thereto otherwise agree, issue any such Mortgage for a Principal Sum greater than One thousand Pounds.

Commissioners to issue Mortgages for 18000*l.* to Shareholders under first-recited Act.

CVII. That the Commissioners shall, on or before the First Day of *December* One thousand eight hundred and fifty-two, issue to the several Creditors of the Company for the Debt of Thirty-six thousand three hundred and twenty Pounds or thereabouts, in lieu and in satisfaction of their respective Mortgages or other Securities for that Debt, Mortgages on the *Tees* Conservancy Fund for the like respective Amounts of Principal Money, and bearing the like respective Rates of Interest.

Commissioners to issue Mortgages for 36,320*l.* to Creditors under secondly-recited Act.

CVIII. That the Commissioners shall, on or before the First Day of *December* One thousand eight hundred and fifty-two, issue to the several Holders of the Four hundred Shares in the Capital of the Company, issued under the second-recited Act, Mortgages on the

Commissioners to issue Mortgages for 32,000*l.* to

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Shareholders under secondly-recited Act.

*Tees* Conservancy Fund for the aggregate Principal Sum of Thirty-two thousand Pounds, bearing Interest after the Rate of Four Pounds *per Centum per Annum*, and shall issue such Mortgages to such Shareholders respectively, in the proportion of Eighty Pounds Principal Money for every Fifty Pounds Share: Provided always, that the Commissioners shall not issue any such Mortgage for a Principal Sum less than Eighty Pounds, and shall not, unless the Shareholder entitled thereto otherwise agree to, issue any such Mortgage for a Principal Sum greater than One thousand Pounds.

Mortgages to be paid off in Seven Years or sooner.

CIX. That the Commissioners shall pay off the Principal Sums secured by the Mortgages on the *Tees* Conservancy Fund, to be issued under this Act to the Shareholders of the Company, at the latest at the End of Seven Years after the Commencement of this Act: Provided always, that the Commissioners may pay off all or any of those Principal Sums at any Time before the End of those Seven Years, giving to the Mortgagees respectively not less than Six Months Notice of the Intention of the Commissioners to make such Payment.

Priority of Mortgagees on *Tees* Conservancy Fund.

CX. That the relative Priority in respect of the Payment as well of the Principal as of the Interest secured by the Mortgages on the *Tees* Conservancy Fund; shall, as between the several Mortgagees on that Fund, be as follows:

First, the Mortgages for Three thousand Pounds, and Interest, issued to the Creditors of the Company under the first-recited Act:

Secondly, the Mortgages for Eighteen thousand Pounds, and Interest, issued to the Shareholders of the Company under the first-recited Act:

Thirdly, the Mortgages for Thirty-six thousand three hundred and twenty Pounds or thereabouts, and Interest, issued to the Creditors of the Company under the secondly-recited Act:

Fourthly, such Mortgages as the Commissioners issue, with such Priority for securing the Money, to any Extent not exceeding Fifty thousand Pounds from Time to Time raised under this Act, for the Purposes of the Works by this Act authorized on the Credit of the *Tees* Conservancy Fund, and the Interest thereon:

Fifthly, the Mortgages for Thirty-two thousand Pounds and Interest issued to the Shareholders of the Company under the secondly-recited Act:

Sixthly, the Mortgages for securing the Remainder of the Monies from Time to Time raised under this Act on the Credit of the *Tees* Conservancy Fund, and the Interest thereon.

CXI. That

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CXI. That after the Expiration of Ten Years as aforesaid, the Commissioners shall, in every succeeding Year, until the whole Debt shall be paid off, set apart out of the Revenues arising from the *Tees Conservancy Fund* and the *Stockton Dock Fund* respectively, as a Sinking Fund to pay off the Monies secured on Mortgage of those Funds respectively, not less than One Thirtieth Part of the respective Sums which shall on the Expiration of Ten Years as aforesaid be due and owing on such Mortgages: Provided always, that if the Revenues arising from the *Tees Conservancy Fund* and the *Stockton Dock Fund* in the Hands of the Commissioners, after Payment of all Charges thereon, shall in any Year be insufficient to supply the Amount above required, the whole surplus Revenue of such Year and every succeeding Year shall be applied to the Sinking Fund, in order to make up the Deficiency, and secure (so far as may be possible) the Payment of the whole Debt in Thirty Years after the Sinking Fund shall have been brought into operation.

As to Sinking Fund.

CXII. Whereas it is estimated that the Sum of Eighty thousand Pounds will be sufficient for the Purposes of this Act relating to the *Stockton Dock*: Therefore the Commissioners may from Time to Time borrow and take up at Interest on Mortgage of the *Stockton Dock Fund* such Sums of Money as they from Time to Time think necessary; not exceeding in the whole the Sum of Eighty thousand Pounds, and for the Purpose of securing the Repayment of the Money so borrowed with Interest thereon, mortgage that Fund to the Persons who advance such Money or their respective Trustees; provided always, that the Commissioners shall not secure any such Money by Bond; and in the event of such Money or any Part thereof being repaid, the Commissioners may reborrow the same, and so *toties quoties*, except such Portion as shall have been paid off by means of the Sinking Fund herein-before provided.

Power to raise 80,000*l.* on Mortgage of *Stockton Dock Fund*.

CXIII. Whereas it is estimated that the Sum of Two hundred and seven thousand Pounds will be sufficient for the Purposes of this Act other than those relating to the *Stockton Dock*, inclusive of the Sums authorized to be secured to the Shareholders and Creditors of the *Tees Navigation Company*: Therefore the Commissioners may from Time to Time borrow and take up at Interest, on Mortgage of the *Tees Conservancy Fund*, such Sums of Money as they from Time to Time think necessary for such Purposes, inclusive of the paying off of the Sums authorized to be secured to such Shareholders and Creditors respectively; not exceeding in the whole the Sum of Two hundred and seven thousand Pounds; and for the Purpose of securing the Repayment of the Money so borrowed, with Interest thereon, mortgage that Fund to the Persons who advance such Money, or their respective Trustees; provided always, that the Commissioners shall not secure any such Money

Power to raise 207,000*l.* on Mortgage of the *Tees Conservancy Fund*.

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Money by Bond; and in the event of any Part of such Sum of Two hundred and seven thousand Pounds being repaid, the Commissioners may reborrow the same, and so *toties quoties*, except such Portion as shall have been paid off by means of the Sinking Fund by this Act provided for.

Form of  
Mortgages.

CXIV. That when any Money borrowed by the Commissioners under the Authority and for the Purposes of this Act is paid to the Commissioners, the Commissioners shall cause a Mortgage, duly stamped for the Amount so paid, to be delivered to the Person paying the same; and such Mortgage, and any other Mortgage issued under this Act, shall be under the Common Seal of the Commissioners, and be signed by the Treasurer or the Clerk; and the same may be according to the Form in the Schedule (D) to this Act annexed, so far as that Form is applicable, or to the like effect: Provided always, that the Commissioners shall not demand any sum for any such Mortgage; Provided also, that any such Mortgage shall not be for a Sum other than Twenty Pounds, or a Multiple thereof.

Payments  
may be made  
by Commis-  
sioners by  
Mortgages.

CXV. That in any Case in which a Sum is, according to this Act, to be paid to a Person by the Commissioners, out of any Monies to be borrowed by them under the Authority and for any of the Purposes of this Act, the Commissioners, with the Consent of such Person, may, instead of borrowing such Sum and issuing a Mortgage for the same and paying such Sum to such Person, issue to such Person a Mortgage for the Amount of such Sum in satisfaction thereof; and in every such Case the Amount for which the Mortgage is issued shall be entered in the Accounts of the Commissioners as a Sum duly borrowed from such Person, and secured by such Mortgage, and paid to such Person; and every Mortgage so issued shall be as valid and confer the like Rights and Privileges as other Mortgages on (as the Case may be) the *Tees Conservancy Fund*, or the *Stockton Dock Fund*, issued under the Authority of this Act, and the Sum secured by every such Mortgage shall be deemed Money borrowed by the Commissioners under the Authority and for the Purposes of this Act accordingly.

Limit of  
Mortgages  
to be issued  
in Payment.

CXVI. Provided always, that the Commissioners shall not issue to any Person Mortgages in lieu of Payment to any Amount greater than the Amount of Money for the Time being lawfully payable according to this Act to such Person.

For Security  
of Mort-  
gages as to  
their Title.

CXVII. That the due Observance by the Commissioners of any of the Provisions of this Act, with reference to any Mortgage or the issuing thereof, or any Contract or Arrangement between the Commissioners and any Person in any way relating to any Mortgage or the issuing thereof, shall not form any Part of the Title at Law or in  
Equity



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Equity to the Benefit of any Instrument purporting to be a Mortgage issued under the Authority of this Act; and every such Instrument appearing on the Face thereof to be a Mortgage issued by the Commissioners under the Authority and for any of the Purposes of this Act, shall, in favour of every Person claiming in good Faith the Benefit thereof, be as against the Commissioners absolutely valid at Law and in Equity to all Intents and Purposes whatsoever.

CXVIII. That the Commissioners shall not be bound to see to the Execution of any Trust whatever, expressed, implied, or constructive, to which a Mortgage may be subject; and the Receipt of the Party in whose Name a Mortgage stands in the Registry of Mortgages, or if it stands in the Names of more Parties than One; the Receipt of One of the Parties named in that Register, shall from Time to Time be a sufficient Discharge to the Commissioners for any Interest or other Sum payable in respect of such Mortgage, notwithstanding any Trusts to which such Mortgage may then be subject, and whether or not the Commissioners have had Notice of such Trusts; and the Commissioners shall not be bound to see to the Application of the Money paid upon such Receipt.

Commis-  
sioners not  
bound by  
Trusts af-  
fecting  
Mortgages.

And with respect to the *Tees* Navigation Company, and the Dissolution thereof, be it enacted as follows:

CXIX. That the Commissioners may, if they think fit, from Time to Time buy up any Securities granted under the Provisions of this Act, so as the Consideration for such Purchase be a Sum less than the Amount which for the Time being it would be necessary for the Commissioners to pay in order to pay off such Security; and the Commissioners shall be entitled in respect of every Security so purchased to participate with the other Holders of Securities of the Commissioners of the like Class in the Principal Money and Interest from Time to Time due and owing under this Act.

Power to  
Commis-  
sioners to  
buy up  
Shares in  
Company at  
a Discount.

CXX. That from the Commencement of this Act and until the Dissolution of the Company the Commissioners shall bear and pay the Office and other necessary Expenses of the Company, and the Amount so paid shall be borne by the *Tees* Conservancy Fund.

Expenses of  
Company to  
be paid by  
Commis-  
sioners.

CXXI. That as soon as conveniently may be after the Commencement of this Act the Company shall get in and realise all their Assets, and pay or satisfy all their Debts and Liabilities, and wind up all their Affairs.

Company to  
be wound  
up.

CXXII. That as soon as all Monies to be received under this Act by the Company from the Commissioners are duly divided and paid or otherwise duly appropriated by the Company, and all Claims on the Company are fully satisfied or discharged, the Company shall be

Dissolution  
of *Tees*  
Navigation  
Company.

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dissolved and wholly cease to exist: Provided always, that until the Company be so dissolved such of the Powers, Privileges, and Authorities by the recited Acts respectively granted to or conferred on the Company, as may be necessary for enabling the several Purposes for the Time being of the Act with reference to the Company and the Shareholders thereof to be effected, may be held, exercised, and enjoyed by the Company, as if the recited Acts had not been repealed: Provided also, that such Reservation of Powers, Privileges, and Authorities to the Company shall not in any way derogate from or prejudice any of the Powers, Privileges, and Authorities which by this Act are conferred on the Commissioners.

Notice of  
Dissolution.

CXXIII. That forthwith after the Dissolution of the Company the Commissioners shall give Notice thereof by Advertisement in the "*London Gazette*," and also in Two Newspapers, One printed in the County of *Durham*, and the other in the County of *York*, and respectively circulating in *Stockton*.

And with respect to other Matters, be it enacted as follows:

Deeds, &c.  
to be regis-  
tered in  
North  
Riding.

CXXIV. That every Deed, Conveyance, and Judgment executed or obtained by virtue of this Act or any of the Provisions thereof, concerning or affecting any Lands in the North Riding of the County of *York*, shall be subject to the Provisions of the Act of the Eighth of *George* the Second, Cap. 6.; but that Act shall not extend to any Shares in the Company, or any Mortgage granted under this Act, or any Assignment or other Deed or Thing concerning the same respectively.

Saving  
Rights of  
Trinity  
House.

CXXV. That this Act or anything therein contained shall not prejudice or derogate from any of the Rights or Privileges of the Corporation of the *Trinity House of Deptford Strond*, or any of the Rights or Privileges of the Bishop of *Durham*, as Lord of the Port of *Stockton*, or his Lessees of that Port.

Saving  
Rights of  
Lords of  
Manors  
and Land-  
owners.

CXXVI. That, except as is by the said Act expressly enacted, any Power created or given by this Act shall not be exercised so as in any Manner to defeat, lessen, or interfere with any Right, Jurisdiction, Usage, or Property of the Lord of any Manor or the Owner of any Land adjoining the River and lying above High-water Mark, without the Consent of such Lord or Owner, in Writing under his Hand, for that Purpose first had and obtained; and, except as aforesaid, this Act or anything therein contained shall not affect any Right, Jurisdiction, Usage, or Privilege belonging to such Lord or Owner.

Tees not  
subject to  
Laws, &c. as  
to Sewers.

CXXVII. That the *Tees* or any Part thereof shall not be subject to the Control, Direction, Survey, or Order of any Commissioner of Sewers, or to any Law or Statute relating to Sewers.

CXXVIII. That,

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CXXVIII. That, except as by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or alter any of the Rights, Duties, Privileges, Powers, or Authorities vested in or to be discharged by any Commission of Sewers or the Commissioners under any Local or Private Act of Parliament for Sewers or Drainage.

Saving  
Rights of  
Commis-  
sioners of  
Sewers.

CXXIX. That nothing contained in this Act, or in any of the Acts herein recited or referred to, shall divest, prejudice, diminish, alter, or take away any Estate, Right, Easement, Claim to Compensation, Privilege, Power, or Authority, which now is or hereafter may be, or but for the Provisions of the same Act or Acts might have been, vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving  
Rights of the  
Crown.

CXXX. That if at any Time hereafter it be resolved by the Commissioners that it is expedient to apply to Parliament to repeal, amend, or extend any of the Powers or Provisions of this Act, then and in any such Case the Commissioners may apply to Parliament accordingly; and the Costs, Charges, and Expenses of and incident to such Application shall be deemed Part of the Expenses of executing this Act, other than with respect to the *Stockton Dock*, and the Commissioners shall have the Conduct and Management of every such Application to Parliament.

As to Ex-  
penses of  
future Ap-  
plication to  
Parliament  
by Commis-  
sioners.

CXXXI. That if at any Time hereafter it be resolved by the *Stockton Dock* Committee that it is expedient to apply to Parliament to repeal, amend, or extend any of the Powers or Provisions of this Act, then and in such Case the Commissioners may apply to Parliament accordingly; and the Costs, Charges, and Expenses of and incident to such Application shall be deemed Part of the Expenses of executing this Act with respect to the *Stockton Dock*, and the *Stockton Dock* Committee shall have the Conduct and Management of every such Application to Parliament.

As to Ex-  
penses of  
future Ap-  
plication to  
Parliament  
by *Stockton  
Dock Com-  
mittee*.

And with respect to the Provisions in favour of particular Parties of the repealed Acts, be it enacted as follows:

CXXXII. That, notwithstanding the Repeal of the recited Acts, the several Sections and Provisions cited in this Section of those Acts shall, so far as the same respectively shall at the Time of the Commencement of this Act be in force, remain in full force; and this Act, and the several Powers and Provisions thereof, shall in all respects be subject and without Prejudice to those cited Sections and Provisions respectively; and this Act or anything therein contained shall not, except only as regards the Interpretation provided for by this Section, alter, interpret the Meaning of, or otherwise

Certain Sec-  
tions of  
repealed  
Acts to re-  
main in  
force, not-  
withstanding  
Repeal of  
recited Acts.

wise

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wise affect those cited Sections and Provisions, or any of them: Provided always, that from and after the Commencement of this Act the Word "Company," and other Words and Expressions relating to the *Tees* Navigation Company in those cited Sections and Provisions respectively contained, shall mean and relate to the Commissioners; and the Expression "Tonnage Rates" in those cited Sections and Provisions or any of them contained, shall mean the River Tolls; and the Expression "Rules, Orders, and Byelaws," in those Sections and Provisions or any of them contained, shall mean the Byelaws, Rules, and Regulations to be made under the Authority of this Act.

48 *George* III. Chap. 48. Sect. 10.

Directing Works to be made for securing the Lands of *Thomas Hustler*, Esquire, from Damage by the new Cut.

And be it further enacted, That the said Company of Proprietors and their Successors do and shall, and they are hereby directed and required, at their own Costs and Charges, immediately after the said Cut or Canal shall have been made, and the Water admitted through the same, and before the First Day of *October* in the Year in which the said Cut or Canal shall be made, to raise, erect, and make, or cause to be raised, erected, and made, in and upon certain Lands commonly called or known by the Name of the *Holmes*, belonging to *Thomas Hustler*, of *Acklam* in the said County of *York*, Esquire, opposite to the East End of the said intended Cut or Canal, such Jetties, Embankments, Dams, Mounds, and other Works as in the Judgment and Opinion of Two sufficient Engineers, One to be chosen by the said Company of Proprietors or their Successors, and the other by the said *Thomas Hustler*, his Heirs or Assigns, or the Owner or Owners for the Time being of the said Lands called the *Holmes*, shall be sufficient for the Purpose of protecting and defending the said Lands called the *Holmes* from being at any Time overflowed, flooded, penetrated, worn away, or damaged in any Manner whatsoever by the Stream or Current of Water flowing or reflowing through the said intended Cut or Canal; and also all such other Dams and Works as shall effectually prevent the other Lands and Grounds of the said *Thomas Hustler*, now adjoining the River *Tees*, and lying to the South of the said Lands called the *Holmes*, from being overflowed, flooded, worn away, or damaged by the Flux and Reflux of the Tide in the present Channel of the said River, so far as such Damage shall be derivable from the Alteration intended to be made in the Course of the said River; and that the said Company of Proprietors and their Successors do and shall, at their own Costs and Charges, from Time to Time, as often as Occasion shall require, and more especially after Notice given to the Clerk for the Time being of the said Company by *Thomas Hustler*, his Heirs or Assigns, or the Owner or Owners for the Time being of any of the said Lands and Grounds, or his or their Tenant or Tenants, that the said Works made for the Protection and Defence of the said Lands of the said *Thomas Hustler*,

OR

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or any of them, or any Part thereof, have been broken down or damaged, or are in want of Reparation, immediately and without Delay, well and effectually restore, repair, amend, uphold, support, and maintain the same Work, so as to make and continue the same adequate for the Protection and Defence of the Lands and Grounds of the said *Thomas Hustler* from every Damage and Injury as herein-before mentioned.

48 *George III.* Chap. 48. Sect. 11.

And be it further enacted, That if the said Company of Proprietors shall neglect, or neglect well and effectually to restore, repair, amend, uphold, support, and maintain the said Works in manner aforesaid for the Space of One Week next after such Notice given as aforesaid, then and in such Case it shall be lawful for the said *Thomas Hustler*, his Heirs and Assigns, or such Owner or Owners for the Time being as aforesaid, to restore, repair, amend, uphold, support, and maintain the said Works, so as to make them adequate for the Protection and Defence of such Lands and Grounds from the Damage and Injury herein-before mentioned; and that the said Company shall pay and reimburse to the said *Thomas Hustler*, his Heirs or Assigns, or such Owner or Owners as aforesaid, the Expenses by them or any of them incurred in and about the restoring, repairing, amending, upholding, supporting, and maintaining the said Works in manner aforesaid, on demand for that Purpose made in Writing, and delivered to the Clerk for the Time being of the said Company.

In case the Company shall neglect to make the Works, Mr. Hustler may make them at the Expense of the Company.

48 *George III.* Chap. 48. Sect. 12.

And be it further enacted, That if the said Company shall neglect or refuse to pay and reimburse to the said *Thomas Hustler*, his Heirs or Assigns, or such Owner or Owners as aforesaid, for the Space of One Calendar Month next after such Demand made and delivered as aforesaid, all such Expenses so by him or them incurred as aforesaid, then and in such Case it shall be lawful for the said *Thomas Hustler*, his Heirs or Assigns, or such Owner or Owners as aforesaid, to appoint a Receiver of the Tonnage Rates or Duties arising by virtue of this Act, and to take and receive such Tonnage Rates or Duties for his or their own Use, until he or they shall have received full Satisfaction for the said Expenses so by them or any of them incurred as aforesaid, with Interest for the same at and after the Rate of Five *per Cent. per Annum*, or otherwise to raise by Mortgage of the said Tonnage Rates and Duties (such Mortgage being made by Deed under the Hand and Seal of the said *Thomas Hustler*, his Heirs or Assigns, or such Owner or Owners as aforesaid), a Sum or Sums of Money equal to the Expenses so by him or them incurred in or about the Premises, together with the Interest as aforesaid then due for the same; and further, that such Receiver so appointed as aforesaid, or such Mortgagee of the Tonnage Rates or Duties, or his Assigns, shall be entitled to receive

Power to recover the Damages incurred by Mr. Hustler.

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the said Tonnage Rates and Duties, until complete Satisfaction of such Expenses or Payment of such Sums of Money so raised by Mortgage of the said Tonnage Rates and Duties as aforesaid; and the Powers of the Receiver or Collector to be appointed by the said Company shall, during such Time, be suspended.

48 *George III.* Chap. 48. Part of Sect. 48.

Proviso as  
to Bye-  
laws, &c.

Provided always, That the said Rules, Orders, and Bye-laws, or any of them, shall not be contrary or repugnant to the Laws, Statutes, or Customs of that Part of the United Kingdom called *England*, or to the Provisions and Directions in this Act contained, or any of them, nor prejudicial or derogatory to any Right, Authority, or Jurisdiction belonging to the Office of Lord High Admiral of *Great Britain*, or to the Lord Bishop of *Durham* for the Time being, or the Mayor, Aldermen, and Burgesses of the Borough of *Stockton* aforesaid, or any other Person or Persons claiming under such Lord Bishop, nor to any Claims for Anchorage or Groundage, or any other Rights and Privileges of any Lord of a Manor or Manors, or any Person or Persons claiming under him, or of any Proprietor of Lands adjoining the said River, further or otherwise than is expressly authorized by this Act.

48 *George III.* Chap. 48. Sect. 76.

Owners of  
Lands separated by the  
Cut to have  
Ferry Boats.

And whereas by making the said intended Cut or Canal in the Line and Direction marked in the said Plan, the Communication now subsisting as well between such Lands or Hereditaments belonging to or reputed to belong to the said *William Todd*, *William Russell* Esquire, and the Heir or Devisees of *Micah Robinson*, deceased, *James Crowe* of *Stockton* aforesaid, Merchant, and *Matthew Wadson* of the same Place, Merchant, as are situate, lying, or being on the Southern Side of the Line and Direction in which the said Cut or Canal is intended to be made and the Town of *Stockton* as aforesaid, as between the same Lands or Hereditaments and other Lands or Hereditaments belonging to the same Persons respectively, will be interrupted: Be it therefore further enacted, That it shall and may be lawful to and for all and every the Owner or Owners, Occupier or Occupiers, or other Person or Persons interested in the said Lands or Hereditaments on the South Side of the Line or Direction in which the said Cut or Canal is intended to be made, or any of them, or any Part or Parts thereof respectively, from Time to Time, and at all Times after the said intended Cut or Canal shall be made, completed, and rendered navigable, at his or their own Costs and Charges, to maintain One or more Ferry Boat or Ferry Boats upon the said Cut or Canal, or any Part thereof, and to use the same for the Purpose of passing over and across the said Cut or Canal, or for any other Purpose which he, she, or they may think proper, without being subject or liable to pay any Compensation for the same: Provided nevertheless,

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theless, that all and every such Ferry Boat and Ferry Boats as aforesaid shall be moored at either Side of the said Cut or Canal, in such proper and convenient Place or Places as shall be from Time to Time for that Purpose fixed by the said Company of Proprietors at any general Assembly, or by their Committee, and shall not in anywise hinder or obstruct the Navigation of the said Cut or Canal.

## 9 George IV. Chap. 97. Sect. 30.

Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend or give to the Company any Mines of Minerals or Coals, or of any Limestone, Stone, or Slate, or other Mines or Minerals, under any Lands, Tenements, or Hereditaments taken or purchased by the said Company under the Provisions of this Act, except only so much and such Part of such Minerals, Coals, Limestone, Stone, or Slate as may be necessary to be dug or gotten and used for the Purposes of this Act; but all such Mines of Minerals, Coals, Limestone, Stone, or Slate, and other Mines and Minerals, shall be deemed to be excepted out of such Purchase, and may be worked by the Owners or Lessees thereof, under the said Lands, Tenements, or Hereditaments, or under the said Cut or Canal or other Works of the said Company, as if this Act had not been passed, but so nevertheless as not to prejudice or to injure the said Cut or Canal or other Works hereby authorized or directed to be made and maintained, or any of them.

Company  
not to claim  
any Mines,  
&c.

## 9 George IV. Chap. 97. Sect. 42.

And be it further enacted, That the said Company shall, and they are hereby directed and required, at their own Costs and Charges, immediately after the said Cut or Canal hereby authorized to be made shall have been completed, and shall have become the Channel of the said River, to raise, erect, and make, or cause to be raised, erected, and made, such and so many Embankments, Dams, Mounds, and other Works in and upon such Part or Parts of the Lands belonging to the said *Thomas Hustler*, as in the Judgment of Two Engineers or One Engineer (as the Case may be), to be appointed as herein-after mentioned, shall be deemed and adjudged to be sufficient and effectual for protecting and defending the said Holme or Parcel of Ground through which the said Cut or Canal is intended to be made, and every Part thereof, from being at any Time flooded or overflowed with Water, or washed away, or in any other Manner damaged or injured by reason or in consequence of the Course or Channel of the said River being so diverted or altered as aforesaid, or for or by reason of the Works of the said Company in and by the said recited Act and this Act authorized to be made, and the said Company shall, and they are hereby directed and required, within the Space of Twelve Calendar Months next after the said intended Cut or Canal shall be made, at their own Costs and Charges to erect,

Company to  
embank the  
Lands of  
Thomas  
Hustler,  
Esquire, and  
make a  
Causeway  
across the  
River Tees.

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erect, make, and complete, or cause to be erected, made, and completed, an Embankment or Mound over and across the present Course or Channel of the River *Tees*, at or near *Portrack* in the Township of *Stockton* in the said County of *Durham*, to communicate with such Part of the said Holme or Parcel of Ground as shall be on the North Side of the said intended Cut or Canal, and of such good and sufficient and convenient Construction, Materials, and Dimensions, and in such Place, as shall be ascertained and determined by the Engineers or Engineer to be appointed as herein-after mentioned; and also do and shall within the same Time, at their own Costs and Charges, purchase and set out to the Satisfaction of such Engineers or Engineer a free and convenient Road or Way, as well for Foot Passengers as for Cattle, Carts, and Carriages, for the Owner or Owners, Occupier or Occupiers, or other Person or Persons interested in the said last-mentioned Part of the said Holme or Parcel of Ground, and the other Lands or Hereditaments now belonging to the said *Thomas Hustler*, on the North Side of the Line or Direction in which the said Cut or Canal is intended to be made, to and from the same Part of the said Holme or Parcel of Ground, and other Lands or Hereditaments over and across the said Embankment or Mound last herein-before directed to be made to and from the Lane or Road leading from *Portrack* aforesaid to *Stockton* aforesaid, the said Company making Satisfaction in manner herein-before mentioned for any Land now belonging to the said *Thomas Hustler* which shall be taken or used for making such Embankment or Mound and Road, or which shall be thereby injured, damaged, or otherwise affected; and the said Company shall, at their own Costs and Charges, from Time to Time as often as Occasion shall require, and after Notice given to the Clerk for the Time being of the said Company by the said *Thomas Hustler*, his Heirs or Assigns, Owner or Owners for the Time being of the said Holme or Parcel of Land herein-before described, or his or their Tenant or Tenants, that the said Embankments, Dams, Mounds, and other Works so made or to be made for the Protection and Defence of the said Holme or Parcel of Ground of the said *Thomas Hustler*, or the said Embankment or Mound, and Road or Way, or any of them, or any Part or Parts thereof respectively, is or are not well and effectually made and constructed, or shall have been broken down or damaged, or is or are in want of Reparation and Amendment, immediately and without Delay well and effectually restore, repair, amend, uphold, support, and maintain the same.

## 9 George IV. Chap. 97. Sect. 43.

Engineers to  
determine  
whether any  
Damage has

Provided always, and be it further enacted, That within Six Calendar Months next after the said intended Cut or Canal shall be made and completed, and shall have become the Channel of the said River,  
and



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and thenceforth from Time to Time, at the Request of the said *Thomas Hustler*, his Heirs or Assigns, to be signified to the said Company by any Writing under his or their Hand or Hands, it shall be referred to Two Engineers, to be appointed as herein-after mentioned, to ascertain and determine whether any Damage or Injury shall have arisen or been occasioned, or may be reasonably apprehended to arise or be occasioned, to the Quays and Lands belonging to the said *Thomas Hustler* adjoining to the River *Tees*, at or near *Newport* aforesaid, or any Part thereof, by reason or in consequence of the Alteration hereby authorized to be made in the Course or Channel of the said River; and when and as often as, upon any such Reference, such Engineers shall be of opinion that any such Damage or Injury shall have arisen or is reasonably to be apprehended to arise to the same Quays and Lands, or any Part thereof, by reason or in consequence of such Alteration as aforesaid, the said Company shall, and they are hereby required, at their own Costs and Charges to erect and make such and so may Works of Defence in and upon such Part or Parts of the Lands belonging to the said *Thomas Hustler* as in the Judgment of the said Engineers shall be deemed to be sufficient and effectual for preventing the said last-mentioned Quays and Lands from being overflowed, flooded, washed away, or damaged by the Flux or Reflux of the Tide of the said River, so far as such Damage shall be solely derivable from the Alteration hereby authorized to be made in the said River; and the said Company shall, at their own Costs and Charges, from Time to Time, as often as Occasion shall require, and after Notice given to the Clerk for the Time being of the said Company, by the said *Thomas Hustler*, his Heirs or Assigns, Owner or Owners for the Time being of the said Quays and Lands, that the said last-mentioned Works are not well and effectually made and constructed, or shall have been broken down or damaged, or is or are in want of Reparation and Amendment, immediately and without Delay, well and effectually restore, repair, amend, uphold, support, and maintain the same.

arisen or will arise to the Quays and Lands belonging to Mr. Hustler at Newport.

9 *George IV.* Chap. 97. Sect. 44.

And be it further enacted, That if the said Company shall refuse or neglect well and effectually to make such Embankments, Dams, Mounds, and other Works, or to purchase and set out the said Road or Way hereby directed to be made, erected, purchased, and set out as aforesaid, or shall refuse or neglect well and effectually to restore, amend, uphold, support, and repair the same respectively, in manner aforesaid, for the Space of One Calendar Month after such Notice shall have been given as aforesaid, then and in such Case it shall be lawful for the said *Thomas Hustler*, his Heirs and Assigns, Owner or Owners for the Time being of the said Holme, Quays, and Lands herein-before described, to raise, erect, and make such and so many Embankments,

On Neglect of the Company to embank the Lands, &c. of *Thomas Hustler*, he may do at the Expense of the Company.

[Local.]

31 P.

Dams,

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Dams, Mounds, and other Works, and to purchase and set out the said Road or Way, and from Time to Time, on the like Occasion, and Refusal or Neglect to restore, repair, amend, uphold, support, and maintain the same as Occasion shall require; and all the reasonable Costs and Charges of such Works, and the Purchase and Making of the said Road or Way, and of maintaining and repairing the same respectively, to be settled and allowed by Two or more Justices of the Peace acting for the North Riding of the said County of *York*, shall be repaid and reimbursed to the said *Thomas Hustler*, his Heirs or Assigns, Owner or Owners as aforesaid, by the said Company, within the Space of Twenty Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered and made thereof to and from the said Company, or their Clerk for the Time being, of the said *Thomas Hustler*, his Heirs or Assigns, Owner or Owners as last aforesaid; and in default of Payment of the said Costs and Charges within the Time aforesaid, and from Time to Time as often as the same shall happen, it shall be lawful for the said Justices, and they are hereby required by a Warrant under their Hands and Seals, to levy the said Costs and Charges, with Interest after the Rate of Five Pounds *per Centum per Annum*, to be computed from the Time when such Costs and Charges ought to have been paid, by Distress and Sale of any of the Goods and Chattels of the said Company, or of their Treasurer for the Time being, for the Use of such Person or Persons to whom such Costs and Charges shall have been allowed, rendering to the said Company or their Treasurer the Overplus (if any), after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or otherwise, the Costs and Charges so due and unpaid as aforesaid, with Interest after the Rate aforesaid, shall be sued for and recovered, with Costs of Suit, against the said Company, or their Treasurer for the Time being, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*: Provided always, that it shall be lawful for such Treasurer to retain out of any Monies which he shall have received or shall receive in pursuance of this Act or of the said recited Act, all such Damages, Costs, Charges, and Expenses as he shall have sustained or be put unto by virtue of such Warrant or Action as aforesaid.

9 *George IV.* Chap. 97. Sect. 45.

Protecting  
Property of  
the See of  
Durham at  
Sampshire  
Batt.

And be it further enacted, That if after the said intended Cut or Canal shall have been opened and made navigable, it shall be reasonably apprehended that, by reason or in consequence of the same having been made, the Effect of the Current of the said River on the Island or Parcel of Ground called *Sampshire Batt*, situate in the Parish of *Billingham* in the County of *Durham*, and belonging to the See of *Durham*,

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*Durham*, will be increased, that then and in that Case Two practising Engineers of Eminence, to be appointed as herein-after mentioned, shall forthwith enquire into, examine, and ascertain the increased Effects of the said River, by reason or in consequence of the said intended Cut or Canal, upon the South and West Sides of the said Island or Parcel of Land, and report their Opinion to the Owner for the Time being thereof, and to the said Company; and if by such Report it shall be declared that the Effect of the Current of the said River on the said South and West Sides of the said Island or Parcel of Land shall be increased by reason or in consequence of the making of the said intended Cut or Canal, that then and in such Case, but not otherwise, the said Company and their Successors do and shall, and they are hereby directed and required, at their own Costs and Charges, immediately after Notice shall have been given to the Clerk for the Time being of the said Company by the Lord Bishop of *Durham* for the Time being, or his Lessee, Owner, or Occupier of the said Island or Parcel of Land requiring the same to be done, to erect and make, or cause to be erected and made, along the Northern Bank of the said River, in and upon or near the said Island or Parcel of Land, such Embankments, Dams, Mounds, and other Works, and of such Extent, Breadth, and Height, and composed of such Materials, as in the Judgment of the said Two Engineers shall be deemed to be sufficient and reasonable, to be raised, constructed, and made at the Expense of the said Company, for the Protection and Defence of the same Island or Parcel of Land from Injury or Damage, so far as such Injury or Damage shall be solely derivable from the Alteration hereby authorized to be made in the Channel or Course of the said River; and the said Company shall, at their own Costs and Charges, from Time to Time as often as Occasion shall require, and after Notice given to the Clerk for the Time being of the said Company by the Owner or Occupier for the Time being of any Part of the said Island or Parcel of Land, that the said Works made for the Protection and Defence thereof as aforesaid have been broken down or damaged, or are in want of Reparation and Amendment, immediately and without Delay well and effectually restore, repair, amend, uphold, support, and maintain the same Works.

## 9 George IV. Chap. 97. Sect. 46.

And be it further enacted, That if the said Company shall refuse or neglect well and effectually to raise, erect, and make, or to restore, repair, amend, uphold, support, and maintain such Works as aforesaid, for the Protection and Defence of the said Island or Parcel of Land, for the Space of One Calendar Month next after such Notice shall have been given as aforesaid, then and in such Case it shall be lawful for the Lord Bishop of *Durham*, or his Lessee for the Time being, Owner or Occupier of the said Island or Parcel of Land, to raise, erect, and

On Neglect of Company to repair any Damage done to Sampshire Batt, the Bishop of Durham may do it at the Expense of the Company.

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make, or to restore, repair, amend, uphold, support, and maintain (as the Case may be), such Works as aforesaid, for such Protection and Defence as herein-before mentioned; and that the said Company shall pay and reimburse to the said Lord Bishop, or his Lessee for the Time being, the Costs and Charges by him incurred in and about the raising, erecting, and making, or restoring, repairing, amending, upholding, supporting, and maintaining the said Works in manner aforesaid, to be settled and allowed by Two or more Justices of the Peace acting for the County of *Durham*, within the Space of Twenty Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered and made thereof to and from the said Company or their Clerk for the Time being, by the said Lord Bishop or his Lessee for the Time being; and in default of Payment of the said Costs and Charges within the Time aforesaid, and from Time to Time as often as the same shall happen, it shall be lawful for the said Justices, and they are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges, with Interest, after the Rate of Five Pounds *per Centum per Annum*, to be computed from the Time when such Costs and Charges ought to have been paid; by Distress and Sale of any of the Goods and Chattels of the said Company, or of their Treasurer for the Time being, for the Use of such Person or Persons to whom such Costs and Charges shall have been allowed, rendering to the said Company or their Treasurer the Overplus (if any), after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or otherwise the Costs and Charges so due and unpaid as aforesaid, with Interest after the Rate aforesaid, shall be sued for and recovered with Costs of Suit against the said Company or their Treasurer for the Time being, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*, or in the Court of Pleas of the County Palatine of *Durham*: Provided always, that it shall be lawful for such Treasurer to retain out of any Monies which he shall have received or shall receive in pursuance of this Act or the said recited Act all such Costs, Charges, Damages, and Expenses as he shall have sustained or be put unto by virtue of such Warrant or Action as aforesaid.

9. *George IV. Chap. 97. Sect. 47.*

For appoint-  
ing Engi-  
neers to  
determine  
any Dif-  
ferences  
between the  
Company  
and Owners  
of Land af-  
fected by  
the Canal.

Provided always, and be it further enacted, That in all Cases where any Works, Matters, or Things are hereby directed to be done by the said Company for the Use, Benefit, or Convenience of any Owner or Owners, Occupier or Occupiers, or for the Protection of any Lands or Hereditaments to be affected by any Works by this Act authorized to be done under the Direction of Engineers, or where Reference is hereby directed to be made to Engineers, in every such Case Two Engineers shall be appointed, one of them by the said Company, and the other by

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by the Owner or Owners for the Time being of the Lands or Hereditaments to be so affected; and in case of Difference of Opinion between such Two Engineers so to be chosen as aforesaid, then the Matters aforesaid shall be referred to and determined by some other Engineer to be appointed by the said Two Engineers so first chosen; and if in any Case where Engineers are to be appointed either of the Parties who ought to appoint an Engineer shall refuse or neglect so to do for the Space of Twenty-one Days next after Request in Writing made for that Purpose by the other Party, then and in every such Case it shall be lawful and competent for the Engineer appointed by the willing Party, and he is hereby required, by his Award in Writing under his Hand, to ascertain and determine in the Premises, as fully and effectually, to all Intents and Purposes, as if Two Engineers duly appointed as aforesaid had ascertained and determined the same; and in any Case in which Two Engineers shall be appointed as aforesaid, such Two Engineers shall not agree in any Award to be made in the Premises within Three Calendar Months next after they shall be appointed, nor in the Appointment of a Third Engineer within Twenty-one Days next after the Expiration of such Three Calendar Months next after they shall be appointed, nor in the Appointment of a Third Engineer within Twenty-one Days next after the Expiration of such Three Calendar Months, or in case the Third Engineer to be from Time to Time appointed by them shall die before making his Award, or shall refuse or neglect to make his Award within Three Calendar Months from the Time of his Appointment, then and in every such Case the Matters and Things then remaining to be ascertained and determined shall from Time to Time be ascertained and determined by an Engineer to be appointed by the Chairman for the Time being of the General Quarter Sessions of the Peace for the North Riding for the County of *York*, who shall and is hereby required to appoint an Engineer for that Purpose, by Writing under his Hand, within Three Calendar Months from the Time when he shall be required so to do by the said Company, by Notice in Writing under their Common Seal, or by such Owner or Owners as last aforesaid, by Notice in Writing under his or their Hand or Hands; and the Award of every such Engineer so to be appointed as last aforesaid shall be binding and conclusive to all Intents and Purposes as if such Award had been duly made by the Two Engineers originally appointed, anything in this Act contained to the contrary thereof in anywise notwithstanding.

9 *George IV.* Chap. 97. Sect. 57.

Provided always, and be it further enacted, That if the said Cut or Canal to be made under the Authority of this Act or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or shall not for the Space of Five Years be used and employed

If Cut is abandoned by the Company the Land to

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vest in the  
Owners of  
Property  
adjoining.

ployed as a Cut or Canal, then and in such Case the Lands, Tenements, or Hereditaments so purchased or taken by the said Company for the Purposes of this Act, or the Part or Parts thereof over which the said Cut or Canal, or such Part or Portion thereof as shall be so abandoned or given up by the said Company, shall pass, shall vest in the Owner or Owners of the Property adjoining that which shall be so abandoned or given up in manner following; (that is to say,) One Half thereof to the Owner or Owners of the Property on the One Side, and the other Half thereof in the Owner or Owners of the Property on the other Side thereof.

## 9 George IV. Chap. 97. Sect. 78.

Owners or  
Occupiers  
of Lands on  
the North  
Side of the  
Canal may  
keep a Ferry  
Boat upon  
the same.

And whereas, by making the said intended Cut or Canal in the Line and Direction marked in the said Plan, the Communication now subsisting between such Lands or Hereditaments belonging or reputed to belong to the said *Thomas Hustler*, as are situate, lying, or being on the Northern Side of the Line and Direction in which the same Cut or Canal is intended to be made, and the other Lands and Hereditaments belonging or reputed to belong to the said *Thomas Hustler*, will be interrupted: Be it therefore further enacted, That it shall be lawful for all and every the Owner or Owners, Occupier or Occupiers, or other Person or Persons interested in the said Lands or Hereditaments on the North Side of the Line or Direction in which the said Cut or Canal is intended to be made, or any of them, or any Part or Parts thereof respectively, from Time to Time and at all Times after the said Cut or Canal shall have been made and rendered navigable, at his or their own Costs and Charges to maintain One or more Ferry Boat or Ferry Boats upon the said intended Cut or Canal or any Part thereof, and to use the same for the Purpose of passing over and across the said intended Cut or Canal, or for any other Purpose which he, she, or they may think proper, without being subject or liable to pay any Compensation for the same: Provided nevertheless, that all and every such Ferry Boat and Ferry Boats as aforesaid shall be moored at one or other of the Sides of the said Cut or Canal, in such proper and convenient Place or Places as shall be from Time to Time for that Purpose fixed by the said Company at any general Assembly, or by their Committee, and shall not in anywise hinder or obstruct the Navigation of the said Cut or Canal.

Not to re-  
peal Pro-  
visions as to  
Wooden  
Bridge at  
Mandale.

CXXXIII. That nothing in this Act contained shall repeal, alter, or vary any Provisions in the said recited Acts contained, or either of them, relating to the Wooden Bridge and Roads in the said first-recited Act mentioned, and in respect to the Liabilities regarding the same.

The

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The SCHEDULES to which the foregoing Act refers.

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**SCHEDULE (A).***Tolls for Lights.*

	s.	d.
For every Ship or Vessel entering the Tees for loading or unloading, or for Shelter or otherwise, per Register Ton, any Sum not exceeding the Sum of	0	1
And for every Steam Vessel trading to or from the Tees with Passengers, per Register Ton, any Sum not exceeding the Sum of	0	1

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**SCHEDULE (B).***River Tolls.*

	s.	d.
For every Vessel inwards or outwards, with Coals or Goods coastwise, per Register Ton, any Sum not exceeding the Sum of	0	3
For every Vessel inwards or outwards, with Coals or Goods to or from any Foreign Port, during the continuance of any existing Lease of the said Tolls, per Register Ton, any Sum not exceeding the Sum of	0	6
And after the Determination of any such Lease, per Register Ton, any Sum not exceeding the Sum of	0	3
For every Ship or Vessel entering the Tees for Refuge, per Register Ton, any Sum not exceeding the Sum of	0	1½
For every Ship or Vessel entering the River in Ballast, and being afterwards towed out without taking a Cargo on board, per Register Ton, any Sum not exceeding the Sum of	0	1½

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**SCHEDULE (C).***Dock Rates.*

	s.	d.
For every Vessel inwards or outwards, coastwise, per Register Ton, the Sum of	0	3
For every British Vessel inwards or outwards, to or from any Foreign Port, per Register Ton, the Sum of	0	6
For every Foreign Vessel inwards or outwards, per Register Ton, the Sum of	1	0
And on all Goods landed or taken on board any Vessel within the said Dock, the following Rates or Tolls; (that is to say,)		
Agates, per Package	0	6
Ale, Porter, or Beer, per Butt or Puncheon	0	4
per Hogshead	0	3
per Barrel	0	2

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	s.	d.
Ale, Porter, or Beer, per smaller Cask	0	1
Bottled, in Packages, per Dozen Quarts	0	1
per Dozen Pints	0	1
Alkali, per Ton	0	9
Alkanet Root, per Cwt.	0	1
Almonds, per Tierce	0	4
per Barrel	0	2
per Bag or Box	0	1
Aloes, per Cwt.	0	1
Alum, per Ton	0	9
Alva Marina, or Sea-Grass, per Ton	1	0
Amber and Beads, per Package	0	6
Rough, per Ton	1	0
Ambergris, per Package	0	2
Amethysts. <i>See Agates.</i>		
Anchors. <i>See Iron.</i>		
Anchovies, per Keg	0	1
Angelica Root, per Cwt.	0	1
Annatto in Casks, per Cwt.	0	1
in Boxes or Baskets, per Cwt.	0	2
Aniseed, per Ton	1	0
Antimony, per Ton	1	0
Ore, per Ton	0	6
Apples, per Hogshead	0	4
per Tierce,	0	2
per Barrel, Box, or Basket	0	1
per Sieve, or Half Basket	0	1
loose, per Barrel	0	1
Argol, per Ton	0	8
Arrowroot, per Cwt.	0	1
Arsenic, per Cwt.	0	1
Assafœtida, per Cwt.	0	1
Ashes, per Ton	0	6
Asphaltum, per Ton	0	6
Bacon, per Hogshead	0	6
per Tierce	0	4
per Bale	0	2
loose, per Ton	1	0
Baggage, for small Package, under 56 Pounds	0	1
per Package 56 Pounds, and under 2 Cwt.	0	2
per Package 2 Cwt. and upwards	0	4
Bagging, per Piece	0	1
Bags, empty, per Score	0	1
Bags of Goods not enumerated, per Bag	0	1
Ballast and Gravel, per Ton	1	0
Bales, Cases, Casks, Trusses, or other Packages of Cottons, Linens, or Woollens, not exceeding 8 Feet, per Package	0	2
upwards of 8 Feet to 25 Feet inclusive, per Package	0	3
upwards of 25 Feet to 55 Feet inclusive, per Package	0	4
upwards of 55 Feet, per Package	0	6
Balsam, per Cwt.	0	2
Bamboos. <i>See Canes, Ground Rattans.</i>		
Barilla, per Ton	0	8
Bark, Medicinal, per Cwt.	0	2
Tanner's, per Ton	0	10
Barley in Bulk. <i>See Grain.</i>		
Barley, Pearl, per Tierce	0	2
per Barrel, Bag, or Keg	0	1
Baskets, per large Bale or Case	0	8



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	s.	d.
Baskets, per middle ditto	0	6
per small ditto, or Bundle of Goods not enumerated	0	3
large, each	0	2
small, or empty, each	0	1
Beads. <i>See</i> Bugles.		
Beans in bulk. <i>See</i> Grain.		
Bedsteads, each	0	2
Beef and Pork, per Tierce	0	3
per Barrel	0	2
per Tub or Kit	0	1
Beer. <i>See</i> Ale and Beer.		
Spruce, per Keg	0	1
Beeswax, per Ton	1	0
Bellows, Smiths', per large Pair	0	8
per middle ditto	0	4
Benjamin. <i>See</i> Gum.		
Berries, Juniper, per Ton	1	0
Betel Nuts, per Ton	0	10
Biscuits, per Cwt.	0	1
Blacking. <i>See</i> Cases and Casks.		
Black Lead. <i>See</i> Lead.		
Bones, Shank, per Ton	1	0
Old, per Ton	0	8
Whale Jaw, per Ton	0	6
Books, per Cwt.	0	2
Boots and Shoes, per Hogshead	0	4
per Case or Tierce	0	2
per Box	0	1
Boracic Acid, per Ton	1	0
Borax, per Ton	1	0
Bottles, empty, loose Glass or Stone, Pints and Quarts, per Gross	0	3
1 to 5 Gallons, each	0	1
5 to 10 Gallons, each	0	1
Hamper or Crate, each	0	2
Boxes, empty, each	0	1
Bran, per Sack	0	1
Brandy. <i>See</i> Spirits.		
Brass, per Ton	1	0
Bricks, common, per Thousand	0	6
Bath and Fire, per Thousand	0	9
large, for Flues and Floors, per Thousand	1	0
Brimstone, per Ton	1	0
Bristles, per Ton	1	0
Bronze. <i>See</i> Brass.		
Brooms, Hair, per Bale	0	1
Birch, per Gross	0	3
Bugles, 20 Feet and under, per Package	0	4
21 Feet and upwards, per Package	0	6
Bullion, per Package	0	6
Bulrushes, per Load of 63 Bunches	0	8
Bundles of Goods not enumerated:—		
large, each	0	2
small, each	0	1
Buoys, each	0	1
Butter, per Firkin	0	1
in larger Casks, per Ton	1	3
Grease, per Ton	0	8
Cables, Hempen or Coil, per Ton	1	8

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	s.	d.
Camels Hair, per Cwt.	-	0 2
Camphor, per Cwt.	-	0 1
Cane Juice. <i>See</i> Molasses.		
Canella, Alba, per Cwt.	-	0 1
Canes, common Rattan, per 1000	-	0 3
Ground Rattan, or Walking Sticks, per 1000	-	0 9
Cannons. <i>See</i> Iron.		
Cantharides, per Cwt.	-	0 2
Canvas, per Dozen Bolt	-	0 3
Caoutchouc. <i>See</i> India Rubber.		
Capers, per Cwt.	-	0 1
Cardamoms, per Cwt.	-	0 1
Carraway Seed, per Cwt.	-	0 1
Carriages or Coaches, 4 Wheels each	-	2 6
2 Wheels each	-	1 6
Carrots, per Ton	-	0 8
Carts, small, each	-	0 6
large, each	-	1 0
Cartwheels. <i>See</i> Wheels.		
Cases of Cotton Goods. <i>See</i> Bales.		
Cases of Casks of Goods not enumerated:		
Butt or Case, 81 Feet and upwards	-	0 9
Hogshead or Case, 56 Feet to 80 Feet	-	0 6
Puncheon or Case, 21 Feet to 55 Feet	-	0 4
Tierce or Case, 20 Feet and under	-	0 3
per Barrel	-	0 2
Box	-	0 2
Keg	-	0 1
Cases, empty, 20 Feet and under, each	-	0 1
21 to 55 Feet, each	-	0 2
56 to 80 Feet, each	-	0 3
81 Feet and upwards	-	0 4
Casks, empty, Pipe, Butt, or Puncheon, each	-	0 1
Cassia, per Cwt.	-	0 1
Castor Beans, per Cwt.	-	0 1
Catlings. <i>See</i> Cases and Casks.		
Cattle: Horses, each	-	2 0
Oxen and Cows, each	-	1 6
Ponies, Mules, and Asses, each	-	0 9
Calves, each	-	0 2
Deer, each	-	0 3
Lambs, Sheep, or Goats, each	-	0 1
Pigs, large, each	-	0 1
Caviare, per Package	-	0 1
Chain, per Ton	-	1 0
Chairs, Mahogany, per Dozen	-	0 6
Cane, Garden, or Camp Stools, per Dozen	-	0 3
Cement, per Barrel or Bag	-	0 1
Chaff Cutters, each	-	0 4
Chalk, Common, per Ton	-	0 6
French, per Ton	-	0 6
Charcoal, per Sack	-	0 1
per Hogshead	-	0 6
Chassum, per Cwt.	-	0 1
Cheese, per Ton	-	1 0
Chesnuts, per Bushel	-	0 1
Chests of Goods not enumerated. <i>See</i> Cases.		
Cherries. <i>See</i> Apples.		
Chicoree Root, per Ton	-	0 10

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	s.	d.
Chilies, per Cwt.	0	1
China Root, per Cwt.	0	1
China Ware, per Case	0	6
per Box	0	4
Chiranga Root, per Cwt.	0	2
Chirayita, per Cwt.	0	1
Chocolate, per Cwt.	0	2
Chinnabar, per Cwt.	0	4
Cinders, Coke, and Culm, per Ton	0	3½
Cigars, per Cwt.	0	4
Cinnamon. <i>See Cassia.</i>		
Citron in Salt, per Pipe	0	6
per Hogshead	0	3
Clinkers. <i>See Bricks (common).</i>		
Clocks, Wooden. <i>See Toys.</i>		
Cloves. <i>See Cassia.</i>		
Coal, per Ton	0	3½
Cobalt, per Box	0	2
Cobbles, per Ton	0	6
Cocculus Indicus, per Cwt.	0	1
Cochineal, per Cwt.	0	2
Cocoa, per Ton	1	0
Cocoa Nuts, per 100	0	3
Cocque de Perle, per Chest	0	3
Coffee, per Ton	1	0
Coin, per Package	0	6
Coir, rough, press-packed, per Ton	0	6
Yarn, per Ton	1	0
Rope under 6 Inches, per Ton	1	0
Coloquintida, per Cwt.	0	2
Colours, Painters, per Cwt.	0	1
Columbo Root, per Cwt.	0	1
Copper Ore, Nails, and Sheets, per Ton	1	0
Coppers and Stills, per Ton	1	6
Copperas, per Ton	0	6
Coquilla Nuts, per 1000	0	4
Cordage. <i>See Rope.</i>		
Cordials. <i>See Spirits.</i>		
Coriander Seed, per Ton	1	0
Cork, per Ton	1	0
Cornelians. <i>See Agates.</i>		
Corn; <i>See Grain.</i>		
Cotton Wool, per Ton	1	0
Cowhage, per Cwt.	0	1
Cowries, per Cwt.	0	1
Cranberries, per Pipe or Puncheon	0	6
per Hogshead	0	3
per Barrel or Anker	0	2
per Keg or Half Anker	0	1
Cream of Tartar, per Ton	0	8
Crystal, rough, per Ton	1	0
Cubebs, per Cwt.	0	1
Cubic Nitre. <i>See Saltpetre.</i>		
Cumin Seed, per Cwt.	0	1
Currants, per Ton	1	0
Red, White, &c. <i>See Apples.</i>		
Cyder. <i>See Spirits.</i>		
Dates, per Cwt.	0	1

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	s.	d.
Deals. <i>See</i> Wood.		
Diamonds, per Package	-	0 6
Divi Divi, per Ton	-	0 10
Dragon's Blood, per Cwt.	-	0 1
Dripstones, each	-	0 3
Drugs, not enumerated, per Cwt.	-	0 2
Earthenware, per Hogshead or large Crate	-	0 3
per Tierce or small Crate	-	0 2
loose, per Crate, to be estimated at the same Rate.		
Earth, Fullers, per Ton	-	0 8
Eau de Cologne, per Case	-	0 4
per Box	-	0 2
Eggs, per Crate	-	0 3
per Tierce or Box	-	0 2
Elephants Teeth, per Cwt.	-	0 2
Emery Stone. <i>See</i> Stone.		
Engines, Steam. <i>See</i> Iron.		
Fire. <i>See</i> Carriages.		
Essences, per Package	-	0 6
Extract of Oak Bark, per Cwt.	-	0 1
Medicinal, per Cwt.	-	0 2
Fans, per Case or Box	-	0 4
Feathers, Bed, per Cwt.	-	0 2
Ostrich, &c., per Package	-	0 4
Felt, per Ton	-	0 8
Figs, per Ton	-	1 0
Fire-arms, per Chest	-	0 4
per Case	-	0 3
Fish:— Cod, &c., per Basket	-	0 1
loose, per Score	-	0 1
dried, per Ton	-	0 10
in Cases, &c. <i>See</i> Cases and Casks.		
Herrings, per Barrel	-	0 1
Flax, per Ton	-	0 10
Cordilla or Tow, per Ton	-	0 8
Flour, per Bag or Sack	-	0 1
Frankincense, per Cwt.	-	0 1
Furniture, in Packages. <i>See</i> Toys.		
Furs. <i>See</i> Skins.		
Galangal, per Cwt.	-	0 1
Galbanum, per Cwt.	-	0 1
Galls, per Cwt.	-	0 1
Gamboge, per Cwt.	-	0 1
Geneva. <i>See</i> Spirits.		
Gentian Root, per Cwt.	-	0 1
Gigs. <i>See</i> Carriages.		
Ginger, per Ton	-	1 0
Ginseng Root, per Cwt.	-	0 1
Glass, per Hogshead, Chest, Tierce, or Crate	-	0 3
per smaller Package	-	0 1
Glue, per Ton	-	1 0
Goats Hair. <i>See</i> Wool.		
Grain and Seed, per Quarter	-	0 2
Granilla, per Cwt.	-	0 2
Grapes, per Box or Jar	-	0 1
Grass, Foreign, per Cwt.	-	0 1
Sea, per Ton	-	1 0
Grates and Stoves:—		
large, each	-	0 6

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	s.	d.
Grates and Stoves, — <i>continued.</i>		
middle, each	0	4
small, each	0	2
Gravel or Sand, per Ton	0	6
Grease, per Ton	0	8
Grindstones, every 12 Inches in Diameter	0	1
Greaves, per Ton	1	0
Grits, per Firkin	0	1
Guano, per Ton	0	6
Guinea Grains, per Cwt.	0	1
Gum, per Ton	1	0
Guns. <i>See Iron.</i>		
Hardware. <i>See Iron Manufactures.</i>		
Hair, per Ton	1	0
Hampers of Liquids, per Dozen Quarts	0	1
Hams, loose, per Score	0	3
in Packages. <i>See Bacon.</i>		
Hartall, per Ton	1	0
Hats. <i>See Cases and Casks.</i>		
Hay or Grass, per Ton	2	0
Hemp, per Ton	0	10
Cordilla or Tow, per Ton. <i>See Cordilla.</i>		
Herrings. <i>See Fish.</i>		
Hides, Calf and Kip Skins, dried or salted, per Ton	0	10
Hones, per Cwt.	0	1
Honey, per Cwt.	0	1
Hoofs, per Ton	0	8
Hoops, Wooden, per Bundle	0	1
Iron. <i>See Iron.</i>		
Hops, per Cwt.	0	1
Horns, Tips or Plates, per Ton	0	10
Indian Rubber, loose, per Cwt.	0	2
in Packages, per Cwt.	0	1
Indigo, per Cwt.	0	1
Ink, China, per Cwt.	0	4
Inkle, per Cwt.	0	2
Ipecacuanha, per Cwt.	0	2
Iron, in Bars, Shot, Pigs, Packages, or Loose, per Ton	0	6
Iron Hoops, per Ton	0	10
Manufactures or Machinery, in Packages of 20 Cwt. and not exceeding 5 Tons each, per Ton	1	6
L L Case, under 20 Cwt. each	1	6
L Case or Hogshead, under 20 Cwt. each	0	9
M Case or Tierce, Ditto	0	6
S Case or Barrel, Ditto	0	3
Box or Keg	0	2
Anchors, Boilers, Castings, Engines, Guns, &c. under 20 Cwt. each, per Ton	0	8
Anchors, &c. 20 Cwt. and not exceeding 5 Tons each, per Ton	1	6
Ditto, exceeding 5 Tons each, per Ton	2	0
Anvils, Vices, &c., as Iron Castings, Saws, large, per Bundle, about 4 Cwt. each	0	3
Plates, tinned, per Box	0	1
Isinglass, per Cwt.	0	2
Ivory, per Cwt.	0	2
Jalap, per Cwt.	0	2
Junk or old Rope, per Ton	0	6
Jute, pressed, packed, per Ton	0	8

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	s.	d.
Juice or Syrup. <i>See</i> Molasses.		
Kelp, per Ton - - - - -	0	8
Kips, per Ton - - - - -	0	10
Lac Dye, per Chest - - - - -	0	2
Lace, Case or Box - - - - -	0	4
Lacquered Ware. <i>See</i> Toys.		
Lard, in Bladders, per Score - - - - -	0	3
in Casks. <i>See</i> Bacon.		
Laths. <i>See</i> Wood.		
Lavender Flowers, per Cwt. - - - - -	0	2
Lead, Pig or Sheet, per Ton - - - - -	0	6
Black or White, per Ton - - - - -	0	8
Shot, per Ton - - - - -	0	9
Leather, under 1 Cwt. per Package - - - - -	0	1
1 to 3 Cwt. per Package - - - - -	0	2
3 to 5 Cwt. per Package - - - - -	0	4
Leeches, per Package - - - - -	0	2
Lemons. <i>See</i> Oranges.		
Lime, per Ton - - - - -	0	4
Limes, per Barrel - - - - -	0	2
Lime Juice. <i>See</i> Spirits.		
Linens. <i>See</i> Bales and Cases.		
Linseed. <i>See</i> Grain.		
Cake. <i>See</i> Oil Cake.		
Liquorice, or Succus Liquoritæ, per Ton - - - - -	1	0
Root, Bundles or loose, per Ton - - - - -	1	6
Locomotive Engines. <i>See</i> Iron.		
Maccaroni. <i>See</i> Vermicelli.		
Mace, per Cwt. - - - - -	0	2
Machinery. <i>See</i> Iron Manufactures.		
Madder, per Hogshead - - - - -	0	4
Root, per Ton - - - - -	1	0
Malt, per Quarter - - - - -	0	2
Manganese, per Ton - - - - -	0	8
Mangles, each - - - - -	0	6
Manna, per Cwt. - - - - -	0	2
Marble Baths, each - - - - -	2	0
Mortars, per Ton - - - - -	1	0
Slabs, per Cwt. - - - - -	0	2
Rough, in Packages, per Cwt. - - - - -	0	1
Block, per Ton of 12 Cubic Feet - - - - -	1	4
Marbles, per Barrel - - - - -	0	1
Mastic, Gum. <i>See</i> Gum.		
Mats, Petersburg, per 144 - - - - -	0	4
Archangel, per 120 - - - - -	0	4
Indian, Chest or Bundle - - - - -	0	4
Meal. <i>See</i> Flour.		
Melons, per Basket - - - - -	0	1
Melting Pots, per Hogshead - - - - -	0	6
Mohair Yarn, per Cwt. - - - - -	0	1
Molasses, per Ton - - - - -	0	8
Moss, Rock or Iceland, per Cwt. - - - - -	0	1
Mother-o'-Pearl Shells, per Cwt. - - - - -	0	1
Ware. <i>See</i> Toys.		
Mules. <i>See</i> Cattle.		
Munjeet. <i>See</i> Madder Root.		
Musical Instruments, per Case - - - - -	2	0
per Box - - - - -	0	4

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	s.	d.
Mustard, per Barrel	0	2
per Keg, Box, or Package	0	1
Myrabolams, per Cwt.	0	1
Myrrh, per Cwt.	0	1
Nails, One Cwt. and upwards, per Package	0	1
Nanari, per Cwt.	0	2
Nankeen, per Chest	0	2
Nickel, per Ton	1	0
Nitrate of Soda, per Ton	0	6
Nutmegs, per Cwt.	0	2
Nuts, per Bag	0	1
Nux Vomica, per Cwt.	0	1
Oakum, per Ton	0	9
Oatmeal. <i>See Flour.</i>		
Ochre, per Ton	0	8
Oil, Castor, per Cwt.	0	1
Chemical. <i>See Essences.</i>		
Fish, Olive, Seed, Palm, and Nut, per Ton of 20 Cwt.	0	8
Chests, Jars, Canisters, &c., per Cwt.	0	1
Oil Cake, per Ton	0	8
Old Rope. <i>See Junk.</i>		
Olibanum. <i>See Gum.</i>		
Olives, per Barrel	0	1
per Keg	0	1
per Jar of Two Quarts	0	1
Onions, per Bushel	0	1
Opium, per Cwt.	0	1
Oranges and Lemons, per Cwt.	0	2
per Box	0	1
Peel, per Cwt.	0	1
Orchella Weed, per Cwt.	0	1
Orpiment, per Cwt.	0	1
Orris Root, per Cwt.	0	1
Orsidew, per Package	0	3
Ostrich Feathers, per Package	0	4
Otto of Roses. <i>See Essences.</i>		
Ox Bows, per Dozen Bundles	0	1
Oxen. <i>See Cattle.</i>		
Packs or Shakes. <i>See Casks, empty.</i>		
Paddy. <i>See Grain.</i>		
Paint, per Cwt.	0	1
Paper, per Ton	1	0
Hanging, per Case	0	3
Parcels, about 12 Inches square, each	0	1
Pease, per Tierce	0	2
per Barrel	0	1
in Bulk. <i>See Grain.</i>		
Pellitory Root, per Cwt.	0	1
Pepper, per Ton	0	10
Pianofortes, each	2	0
Pessara, per Cwt.	0	1
Pickles, in Jars or Kegs, each	0	1
Pictures. <i>See Cases of Goods.</i>		
Piece Goods. <i>See Bales.</i>		
Pigs. <i>See Cattle.</i>		
Pill Boxes, in Vats (large Vat)	1	6
smaller Packages	0	8
Pimento, per Ton	1	0

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	s.	d.
Pink Root, per Cwt.	0	1
Pipeclay, per Ton	0	8
Pipes, Tobacco. <i>See Earthenware.</i>		
Pitch, per Barrel	0	1
Burgundy, per Ton	1	0
Plants and Trees, above 5 Cwt. per Package	0	4
2 to 5 Cwt. per Package	0	2
under 2 Cwt. per Package	0	1
Plaster of Paris, per Barrel	0	1
Ploughs, each	0	6
Plums. <i>See Raisins.</i>		
Green. <i>See Apples.</i>		
Pomegranate Peel, per Cwt.	0	1
Porcelain. <i>See Chinaware.</i>		
Pork. <i>See Beef and Pork.</i>		
Potatoes, per 5 Quarters or Ton	0	8
Pots, Chimney, per Dozen	0	3
Poultry : Fowls, &c., per Dozen	0	1
Geese, &c., per Dozen	0	2
Preserves. <i>See Succades.</i>		
Prunes. <i>See Raisins.</i>		
Prussiate of Potash, per Ton	0	6
Pozzolano, per Ton	0	6
Pyrolignate of Lead, per Ton	0	6
Quassia, in Packages, per Cwt.	0	1
Quicksilver, per Bottle	0	1
Quills, per Vat	0	1
per Hogshead or Case	0	6
per Tierce, Bale, or Barrel	0	2
Quinine, per Case	0	2
Rabbits, per Score	0	1
Rags, per Ton	0	8
Raisins, in Casks, per Ton	0	10
in Boxes under 28 Pounds each, per Score	0	4
28 to 56 Pounds each, per Score	0	6
57 to 84 Pounds each, per Score	0	8
85 to 112 Pounds each, per Score	0	10
Frails or Baskets, per Score	0	5
in Half or Quarter Drums, per Score	0	3
Rape Cake. <i>See Oil Cake.</i>		
Rhatania Root, per Cwt.	0	2
Extract. <i>See Extract, Medicinal.</i>		
Rhubarb, per Cwt.	0	2
Rice, per Ton	0	9
Roots, Flower. <i>See Cases and Casks.</i>		
Rope, Old. <i>See Junk.</i>		
Rope, Wire. <i>See Wire</i>		
Rope, New, 6 Inches and under, per Ton	1	0
above 6 Inches. <i>See Cables.</i>		
Rosin, per Barrel	0	0½
Rum. <i>See Spirits.</i>		
Rushes, per Load of 63 Bunches	0	8
Sacks of Goods not enumerated, each	0	1
Sac Saturni, per Cwt.	0	1
Safflower, per Ton	1	0
Saffron, per Cwt.	0	2
Sago, per Ton	0	10
Sal Ammoniac, per Ton	1	0
Salmon, per Tierce or Chest	0	2



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	s.	d.
Saltpetre, per Ton	0	6
Salt, per Ton	0	6
Sand, per Ton	0	6
Sarsaparilla, per Cwt.	0	2
Sassafras, per Cwt.	0	2
Scammony, per Cwt.	0	4
Scythe Blades, per Dozen	0	1
Seahorse Teeth. <i>See Ivory.</i>		
Seed Lac, per Ton	1	0
Seed, Forest and Rye Grass, per Bag	0	1
per Sack or Quarter	0	2
Seeds, viz. Clover and other Agricultural, in Packages, per Ton	0	9
Linseed, Rapeseed, Hempseed, &c. <i>See Grain.</i>		
Senna, per Cwt.	0	1
Shellac, per Ton	1	0
Shoddy. <i>See Wool.</i>		
Shot Lead. <i>See Lead.</i>		
Iron, loose. <i>See Iron.</i>		
Shrub. <i>See Spirits.</i>		
Shumac, per Ton	0	9
Silk, per Cwt.	0	2
Silk Waste, per Cwt.	0	1
Skins, dried or salted, loose or in Packages, per Cwt.	0	1
Slate, per Ton	0	6
Pencils, per Cwt.	0	1
Slates in Frames. <i>See Cases and Casks.</i>		
Smalts, per Ton	0	10
Soap, per Hogshead	0	8
per Chest	0	2
per Firkin or Box	0	1
Soda, per Ton	0	6
Sofas, each	1	0
Spades, Shovels, Scythes, Sickles, &c., per Dozen	0	1
Spelter, per Ton	0	8
Spetches, per Ton	0	10
Spirits and Wine, per Butt above 150 Gallons	0	9
per Pipe or Puncheon	0	6
per Hogshead	0	3
per Barrel or Quarter Cask	0	2
per Keg or Demijohn	0	1
in Cases per Dozen Quarts	0	1
Ditto Ditto Pints	0	1
Sponge, per Cwt.	0	2
Spruce Beer, per Dozen Kegs	0	3
Squills, per Ton	1	0
Starch, per Ton	1	0
Steel, loose or in Bundles, per Ton	0	6
in Packages. <i>See Hardware.</i>		
Stick Lac. <i>See Seed Lac.</i>		
Stock Fish. <i>See Fish, Cod.</i>		
Stone, Blocks, per Ton of 16 Cubic Feet.	0	6
Flag or Paving, per Ton of 12 Superficial Yards	0	6
Mill or Grave, per Ton of 16 Cubic Feet	0	8
Burr, per Score	0	4
Buoy, per Ton	0	10
Grinding, every 12 Inches Diameter	0	1
Emery, Lithographic, Turkey, and Pumice, per Ton	1	0
Emery, in Bulk, per Ton	0	10
Jars and Bottles. <i>See Bottles.</i>		

*The Tees Conservancy and Stockton Dock Act, 1852.*

	s.	d.
Stoves and Grates. <i>See</i> Grates.		
Straw, per Ton	-	2 0
Succades, under 56 lbs. per Package	-	0 1
57 to 112 lbs. Ditto	-	0 2
above 1 Cwt. Ditto	-	0 2
Sugar, per Ton	-	0 6
in Loaves, per Score	-	0 6
Sunn. <i>See</i> Jute.		
Sweepwashers Dirt, per Ton	-	0 8
Tallow, per Ton	-	0 8
Tamarinds. <i>See</i> Succades.		
Tanners Waste. <i>See</i> Spetches.		
Tapioca, per Cwt.	-	0 1
Tar, per Barrel	-	0 1
Tares. <i>See</i> Grain.		
Tarras, per Ton	-	0 8
Tea, 20 lbs. and under, per Package or Box	-	0 1
21 to 45 lbs. per Package or Quarter Chest	-	0 2
46 to 84 lbs. per Ditto or Half Ditto	-	0 3
85 to 140 lbs. per Ditto or Chest	-	0 4
141 lbs. and upwards, per Ditto or Chest	-	0 5
Teazles, 30 Feet and under, per Package	-	0 2
31 to 50 Feet, per Ditto	-	0 3
51 to 80 Feet, per Ditto	-	0 6
81 and upwards, per Ditto	-	0 8
Terra Japonica, Sienna, and Verde, per Ton	-	0 9
Tiles, per 1000	-	1 0
Tin, per Ton	-	0 8
Ore, per Ton	-	0 10
Tincal, per Ton	-	1 0
Tobacco, per Hogshead	-	0 8
per Tierce	-	0 4
per Barrel	-	0 2
Pipes. <i>See</i> Earthenware.		
Tongues, loose, per Gross	-	0 6
in Packages. <i>See</i> Beef and Pork.		
Tonquin Beans, per Cwt.	-	0 2
Tortoiseshell, per Cwt.	-	0 2
Tow, per Ton	-	0 9
Toys, 20 Feet and under, per Package	-	0 2
21 to 40 Feet, per Ditto	-	0 3
41 to 80 Feet, per Ditto	-	0 6
81 to 160 Feet, per Ditto	-	1 0
161 Feet and upwards, per Ditto	-	2 0
Treenails. <i>See</i> Wood.		
Trunks. <i>See</i> Cases.		
Turf, per Ton	-	0 6
Turmeric, per Ton	-	0 10
Turnips, per Ton	-	0 6
Turpentine, per Barrel	-	0 1
Twine, per Cwt.	-	0 1
Valonia, per Ton	-	0 10
Varnish, per Cwt.	-	0 1
Vanillas. <i>See</i> Succades.		
Verdigris, per Ton	-	1 0
Vermicelli, per Cwt.	-	0 1
Vermilion, per Cwt.	-	0 1
Vinegar. <i>See</i> Spirits.		
Vitriol, per Carboy	-	0 6

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	s.	d.
Waggons, each -	2	0
Walnuts, per Bushel -	0	1
Water, Mineral. <i>See</i> Spirits and Wine in Cases.		
Wax, Sealing, per Cwt. -	0	1
Weights, Iron. <i>See</i> Iron Castings.		
Weed or Woad, per 60 Bunches -	0	4
Whale Fins, per Ton -	1	0
Wheelbarrows, each -	0	2
Wheels, Iron. <i>See</i> Iron Castings.		
Wood, small, per Pair -	0	1
large, per Pair -	0	2
Whisk Brooms, loose, per 1000 -	0	9
in Bales. <i>See</i> Bales.		
Whisky. <i>See</i> Spirits.		
Whiting, per Ton -	0	6
Wine. <i>See</i> Spirits.		
Winnowing Machines. <i>See</i> Carts.		
Wire, Iron, loose or in Bundles, or Wire Rope, per Cwt. -	0	1
in Cask. <i>See</i> Hardware.		
Plated, Gilt, and Copper, in Bundles, per Cwt. -	0	1
Wood, Dyers, &c. viz. Bar, Box, Brazil, Braziletto, Cam, Coccus, Ebony, Fustic, Lignum Vitæ, Logwood, Nicaragua, Quassia, Sandal, Sanders, Safran, Sassafras, per Ton -	1	0
Wood, Furniture, viz. Cedar, Mahogany, Rose, Satin, &c. per Ton -	1	3
Deals, Battens Ends, Boards, per Load of 50 Cubic Feet -	0	3
Firewood, per Fathom of 216 Cubic Feet -	1	0
Gunstocks, per 120 -	0	6
Handspikes not exceeding 7 Feet long, per 120 -	0	8
exceeding 7 Feet long, per 120 -	1	0
Knees under 5 Inches square, per 120 -	1	0
5 and under 8 Inches square, per 120 -	1	6
Lathwood, per Fathom of 216 Cubic Feet -	1	0
Laths, per Fathom of 216 Cubic Feet -	1	3
Oars, under 24 Feet long, per 120 -	0	6
24 Feet and under 32 Feet long, per 120 -	0	8
32 Feet and upwards, per 120 -	1	0
Scoops, per 120 -	0	8
Spars, under 4 Inches Diameter, per 120 -	0	8
4 and under 6 Inches Diameter, per 120 -	1	0
6 Inches and upwards, as Timber, 40 Feet to a Load.		
Spokes, not exceeding 2 Feet long, per 1000 -	1	3
exceeding 2 Feet long, per 1000 -	1	9
Staves, per Load of 50 Cubic Feet -	0	6
Rickers, per 120 -	2	0
Staves, Baltic Pipe, per 120 -	0	9
Hogshead, per 120 -	0	6
Barrel, per 120 -	0	4
Heading, per 120 -	0	3
thin Pipe, 1 to 1½ Inches thick, per 120 -	0	4
Hogshead, per 120 -	0	3
Barrel and Heading, per 120 -	0	2
Pipe Board, 3 Inches thick, per 120 -	1	0
Billet Oak or Ash, above 3½ Inches and not exceeding 4 Feet long, per 120 -	0	10
exceeding 1½ to 3½ Inches, per 120 -	0	6
under 1½ Inches, per 120 -	0	4
Packs. <i>See</i> Casks, empty.		
Staves, American, per Québec Standard of 120, of 5½ Feet long by 1½ Inch thick -	0	6

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Wood— <i>continued.</i>	s.	d.
Staves, American, Quebec Puncheon, St. John's Ash and Oak Hogshead, per 120	0	6
Staves in Packs, <i>see</i> Casks empty, Timber and Planks, viz. Fir square, per Load of 50 Feet	0	6
round, per Load of 40 Feet	0	6
Ash, Birch, Beech, and Elm, ditto ditto	0	6
Oak, Teak, Wainscot, and other hard Wood, per Load of 40 Feet	0	8
Treenails, under 2 Feet long, per 1200	1	0
2 Feet and upwards, per 1200	1	6
Timber and Wood lying in the Dock beyond 14 Days to be charged 2 <i>d.</i> per Load per Week in addition to the Rates before specified.		
Wool, Sheep, per Ton	0	6
Cotton. <i>See</i> Cotton.		
Shoddy, Press-packed, per Ton	0	6
not Press-packed, per Ton	0	8
Yarn, loose or in Bundles, per Ton	0	9
Zaffers, per Ton	0	10
Zinc, per Ton	0	8
Sulphate of, per Ton	0	10

## SCHEDULE (D.)

*Form of Mortgage.*

The Tees Conservancy Commissioners [*or, as the Case may be, the Stockton Dock Committee*].

Mortgage, No. £

By virtue of the "Tees Conservancy and Stockton Dock Act, 1852," we, the "Tees Conservancy Commissioners," in consideration of the Sum of £ paid to us for the Purposes of the  
Tees Conservancy [*or, as the Case may be, the Stockton Dock*] by  
A. B. of [*or otherwise,*  
*as the Case may be*], do assign unto the said A. B.

his Executors, Administrators, and Assigns, the Tees Conservancy Fund [*or, as the Case may be, the Stockton Dock Fund*], and all the Dues, Tolls, or Rates, and other Monies from Time to Time to be paid to the Credit of the Fund, and all the Right and Interest of the Commissioners therein and thereto, to hold unto the said A. B.

his Executors, Administrators, and Assigns, until the said Sum of , with Interest for the same, at the yearly Rate  
of in the Hundred, be satisfied, the Principal Sum  
to be repaid at the End of Years from the Date hereof, in case  
*any Period be agreed upon for that Purpose* [at  
*or any Place of Payment other than the principal Office of the Company*].

Given under our Common Seal this Day of  
in the Year of our Lord 18

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1852.