

ANNO DECIMO NONO & VICESIMO

VICTORIAE REGINAE.

Cap. cxix.

An Act for the making of a Dock and Works at Thames Haven, and for other Purposes.

[21st July 1856.]

HEREAS by an Act (Local) of the Session of the Sixth 6 & 7 W. 4. and Seventh Years of William the Fourth, Chapter One c. eviii. hundred and eight, the Thames Haven Dock and Railway Company (in this Act called the Company) were incorporated, and were authorized to make a Railway from Romford in the County of Essex to Shell Haven (to be thenceforth called Thames Haven) in that County, and a Tide Dock or Basin at Thames Haven, and other Works, and to purchase Lands for that Purpose, and they were authorized (by Section Three) for the Purposes of that Act to raise a Capital of Four hundred and fifty thousand Pounds in Nine thousand Shares of Fifty Pounds each, and (by Section One hundred and fortyseven) to borrow any Sums not exceeding One hundred and fifty thousand Pounds on Mortgage of the Undertaking, and (by Section Sixty-eight) to purchase any further Lands, not exceeding in the whole Two hundred Acres, for any Purposes connected with the Undertaking which they should think requisite: And whereas by an Act (Local) of the Session of the Fifth and Sixth Years of Her 5 & 6 Vict. present Majesty, Chapter One hundred and eighty-nine, the respective c. clxxxix. Periods by the first-recited Act limited for the Purchase of Lands for the Undertaking and for the Completion of the Works were extended:

[Local.]20 RAnd

9 & 10 Vict. c. exliv.

c. cxxiii.

c. lxx.

c. cxxxiii.

And whereas by an Act (Local) of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter One hundred and forty-four, the respective Periods by the secondly-recited Act limited for the Purchase of Lands for the Undertaking and for the Completion 14 & 15 Vict. of the Works were extended: And whereas by an Act (Local) of the Session of the Fourteenth and Fifteenth Years of Her present Majesty, Chapter One hundred and twenty-three, the respective Periods by the thirdly-recited Act limited for the Purchase of Lands for the Undertaking and for the Completion of the Works were extended, and (by Section Two) the Company were authorized to reduce the nominal Amount or Value of the Shares of the Company which had been issued, and to divide those Shares into Shares of less nominal Value, and to issue new Shares in respect and to the Extent of the Amount of the Capital of the Company which by reason of such Reduction of the nominal Value of the Shares so issued should be unrepresented by Shares: And whereas the Company accordingly reduced the nominal Value of the Shares from Fifty Pounds each to Twenty-five 16 & 17 Vict. Pounds each: And whereas by an Act (Local) of the Session of the Sixteenth and Seventeenth Years of Her present Majesty, Chapter Seventy, the Company were authorized and required to abandon the Formation of Part of their Railway, and the Capital of the Company was reduced to the Sum of Three hundred thousand Pounds in Twelve thousand Shares of Twenty-five Pounds each, and the Company were prohibited from borrowing any greater Sum than One hundred thousand Pounds: And whereas the Company afterwards completed such Part of the Railway by the recited Act of the Sixth and Seventh of William the Fourth authorized to be made as was not by the recited Act of the Sixteenth and Seventeenth of Her present Majesty authorized to be abandoned, and the Company also made 17 & 18 Vict. Part of their authorized Works at Thames Haven: And whereas by an Act (Local) of the Seventeenth and Eighteenth Years of Her present Majesty, Chapter One hundred and thirty-three, the Company were authorized to sell and transfer to the Eastern Counties Railway Company and the London and Blackwall Railway Company (in this Act called the Two Railway Companies), who were authorized to purchase, the Railway so made by the Company, and certain Wharfs and Lands belonging to the Company: And whereas in pursuance of that Act that Railway and those Wharfs and Lands have been conveyed by the Company to and are now vested in the Two Railway Companies: And whereas the Period by the recited Act of the Fourteenth and Fifteenth of Her present Majesty limited for the Completion of the Undertaking of the Company has expired, and it is expedient that the Company be authorized to make and maintain a Dock or Basin at Thames Haven, and Works and Conveniences connected therewith: And whereas the Company have purchased and are possessed of the Lands requisite for those Purposes, except such Land, Portion

Portion of the Bed or Shore of the River Thames, as may be situate below ordinary High-water Mark: And whereas it is expedient that the Capital of the Company and the nominal Amount of the Shares therein be reduced: And whereas it is expedient that the Name of the Company be changed: And whereas it is expedient that some of the Powers and Provisions of the recited Acts be altered, amended, and enlarged: And whereas, in order to avoid Inconveniences arising from several Local Acts relating to the same Purposes being in force at the same Time, it is expedient that the first, secondly, thirdly, fourthly, and fifthly recited Acts be repealed, and that some of the Powers and Provisions thereof be amended and re-enacted or continued by this Act: And whereas the several Purposes of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted: and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

- I. This Act may be cited for all Purposes as "The Thames Haven Short Title. Dock Company's Act, 1856."
- II. This Act shall commence and have effect on and from the Commencement of Act. Third Wednesday next after the passing thereof.
- III. "The Companies Clauses Consolidation Act, 1845," and "The 8 & 9 Vict. Lands Clauses Consolidation Act, 1845," save so far as any of the cc.16. and 18. Clauses and Provisions of those Acts respectively are by this Act incorporated. expressly varied or excepted, are incorporated with this Act.
- IV. The Clauses and Provisions "with respect to the temporary Certain Pro-Occupation of Lands near the Railway during the Construction visions of 8 & 9 Vict. thereof," being Clauses numbered 30 to 44 inclusive, so far as the c. 20 incorsame relate to the Deposit of Spoil thereon, obtaining Materials there-porated. from, and forming Roads thereon, of "The Railways Clauses Consolidation Act, 1845," save so far as any of those Clauses and Provisions are by this Act expressly varied, are incorporated with this Act: Provided always, that the Expression "the Railway" in those Clauses and Provisions means, for the Purposes of this Act, the Dock and Works by this Act authorized.
- V. "The Harbours, Docks, and Piers Clauses Act, 1847," save so 10 & 11 Viet. far as the Clauses thereof are excepted or varied by this Act, is incor- c.27 incorporated with this Act: Provided always, that a Tide or Weather porated. Gauge, or Life-boats, Mortars, or Rockets, need not be provided by the Company unless or until required by the Admiralty or the Board of Trade.

Same Meanings to
Words in
incorporated
Acts and
this Act.

VI. The several Words and Expressions to which by the Acts wholly or partially incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction.

First Five recited Acts repealed.

VII. On and from the Commencement of this Act, but subject to the Provisions thereof, the recited Acts of the Sixth and Seventh of William the Fourth, Chapter One hundred and eight, the Fifth and Sixth of Her present Majesty, Chapter One hundred and eighty-nine, the Ninth and Tenth of Her present Majesty, Chapter One hundred and forty-four, the Fourteenth and Fifteenth of Her present Majesty, Chapter One hundred and twenty-three, and the Sixteenth and Seventeenth of Her present Majesty, Chapter Seventy, shall be and are by this Act repealed.

Company continued, but by Name of "The Thames Haven Dock Company."

VIII. Notwithstanding the Repeal of those recited Acts, the Company shall for the Purposes of this Act remain as from the passing of the recited Act of the Sixth and Seventh of William the Fourth incorporated, but by the Name of "The Thames Haven Dock Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to make and maintain the Docks and Works by this Act authorized, and to purchase, take, hold, and dispose of Lands and other Property for the Purposes, but subject to the Restrictions, of this Act, and to carry this Act in all respects into execution.

Company to remain possessed of Property.

IX. Notwithstanding such Repeal, the Company shall remain and be seised and possessed of and entitled to all the Lands, Buildings, Estates, Monies, Property, Effects, Claims, and Demands whatsoever of or to which the Company by virtue of the recited Acts, or any of them, or otherwise howsoever, were immediately before the Commencement of this Act seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances.

General
Saving of
Rights under
Acts repealed;

X. Notwithstanding such Repeal, and the Change of the Name of the Company, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively under or by the repealed Acts, or any of them, shall be as valid as if this Act were not passed, and such Repeal and Change of Name and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Repeal and Change of Name had not happened, and this Act were not passed,

would

would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively; and the Company hereby continued shall be subject to and responsible in consequence of all such Rights, Liabilities, Claims, and Demands, both present and future, which if such Repeal and Change of Name had not happened, and this Act were not passed, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively: Provided always, that the Generality of this Provision shall not be restricted by any of the Clauses and other Provisions of this Act.

XI. Notwithstanding such Repeal and Change of Name, all the and also Provisions of any and every Act of Parliament (other than any Act by under Provisions of this Act repealed) relating to the Company, and their Officers and other Acts. Servants respectively, and on the Commencement of this Act in force, shall be of the like Force and Effect as if such Repeal and Change of Name had not happened, and may be exercised, enforced, and enjoyed by and against the Company and their Officers and Servants respectively in as full and beneficial a Manner to all Intents as the same respectively might be exercised, enforced, and enjoyed by and against them respectively if this Act were not passed.

XII. Notwithstanding such Repeal and Change of Name, all Pur- Contracts, chases, Sales, Conveyances, Securities, and Contracts before the Com- &c. preserved. mencement of this Act made under any Act by this Act repealed, or with respect to the Purposes thereof, shall be as effectual to all Intents as if this Act were not passed, and may be proceeded on and enforced in like Manner to all Intents as if the Company by their Name under this Act were Party or privy thereto, or referred to therein.

XIII. Notwithstanding such Repeal, all Plans and Books of Re- Deposited ference, and all Corrections and Certificates of Corrections thereof Plans, &c. respectively, deposited for the Purposes of any of the repealed Acts with Clerks with any Clerk of the Peace, shall remain in his Custody according of Peace. to the Provisions of the Act of the Session of the Seventh Year of William the Fourth and the First Year of Her present Majesty, Chapter Eighty-three, and every such Clerk of the Peace shall accordingly permit the same to be inspected, and Copies thereof and Extracts therefrom to be taken.

XIV. Notwithstanding such Repeal and Change of Name, in every Monies paid Case in which under any Act by this Act repealed any Money was before the Commencement of this Act paid into the Bank of England, applied unor to any Trustee or Trustees, as Purchase or Compensation Money, der repealed or on any Account, such Money, or the Stocks, Funds, or Securities in or upon which the same is from Time to Time, by the Order of the Court of Chancery or otherwise, invested, and the Interest, Dividends,

into Bank, &c. to be

[Local.]

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and

and annual Produce thereof, shall after the Commencement of this Act be applied and disposed of pursuant to such repealed Act, but in all Proceedings relating thereto the Company shall be named by their Name under this Act.

to remain.

XV. Notwithstanding such Repeal and Change of Name, all Cer-&c. of Shares tificates, Sales, Transfers, and Dispositions before the Commencement of this Act made or executed under any Act by this Act repealed of or with respect to any Shares of the Company, shall for the Purposes of this Act remain in full Force and continue and be available in all respects.

Actions not XVI. Notwithstanding such Repeal and Change of Name, any to abate, &c. Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the Commencement of this Act shall not abate or be discontinued or prejudically affected by this Act, but on the contrary shall continue and take effect, both in favour of and against the Company, in the same Manner to all Intents as if this Act were not passed, except that the Company shall be named in all such Proceedings by their Name under this Act.

Subscriptions for Shares to be paid.

XVII. Notwithstanding such Repeal and Change of Name, but subject to the Provisions of this Act, the several Persons who immediately before the Commencement of this Act were Shareholders of the Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay such Part, if any, of the Amount of their respective Shares as at the Commencement of this Act was not paid, with all Interest, if any, due or to accrue due thereon, to the Company, when and as the same is in accordance with this Act called up or otherwise lawfully demanded by the Company.

Debts owing to Company to be paid.

XVIII. Notwithstanding such Repeal and Change of Name, all Persons who immediately before the Commencement of this Act owed any Money to the Company, or to any Person on their Behalf, shall pay the same, with all the Interest, if any, due and payable or accruing for the same, to the Company; and all Monies which immediately before the Commencement of this Act were owing by or recoverable from the Company, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest, if any, due and payable or accruing for the same, by or be recoverable from them.

Byelaws to be continued for Six Months.

XIX. Notwithstanding such Repeal and Change of Name, all Byelaws of the Company made before the Commencement of this Act shall for the Purposes of this Act, but not longer than Six Months after the Commencement of this Act, continue of full Force as if this Act were not passed, and such Byelaws may be enforced, and all Proceedings

and

and Penalties thereunder may be respectively taken or continued and recovered accordingly.

XX. Notwithstanding such Repeal and Change of Name, all Reso-Resolutions, lutions, Orders, and Proceedings of General Meetings and Boards of &c. con-Directors which immediately before the Commencement of this Act tinued. were binding on the Company, or their Directors, Officers, or Servants, or any of them, shall continue in full Force, and be in like Manner binding on the Company and their Directors, Officers, and Servants accordingly.

XXI. Notwithstanding such Repeal and Change of Name, all Books to be Books, Certificates, Writings, and Documents by the repealed Acts, or Evidence. any of them, directed or authorized to be kept or made, and which if this Act were not passed would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

XXII. Notwithstanding the Repeal of the recited Acts and Directors Change of Name, but subject to the Provisions of this Act, the in Office. several Persons who at the Commencement of the Act are the Directors of the Company shall remain in Office, and shall retire from Office in the Rotation prescribed by "The Companies Clauses Consolidation Act, 1845."

XXIII. The Quorum of a Meeting of Directors shall be Three.

Quorum.

XXIV. The Quorum of the Committee of Directors shall be Three, Committee and when the Number of Directors constituting a Committee shall be of Directors. less than Four the Quorum shall be Two.

XXV. The Number of Directors shall be Six, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Number and Qualification of Directors.

XXVI. Notwithstanding such Repeal and Change of Name, every Officers con-Officer and Servant appointed by virtue of or acting under any Act by tinued. this Act repealed shall hold and enjoy his Office and Employment, with the Salary therewith annexed, and be deemed an Officer and Servant of the Company, until he be removed from such Office and Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed under this Act.

XXVII. And whereas Plans of the intended Dock and of Works Power to connected therewith, and of the Lands proposed to be held by the make Dock and Works Company

on Company's Lands.

Company in connexion therewith, and Sections of the Dock and Works, and a Book of Reference to such Plans, have been deposited for the Purposes of this Act with the Clerk of the Peace for the County of Essex: Therefore, subject to the Provisions of this Act, the Company may make the Dock and Works by this Act authorized in the Lands delineated on those Plans and described in that Book of Reference, and in the Lines and on the Levels shown by those Plans and Sections, and may enter upon, take, hold, and use such of those Lands as may be necessary for the Purposes of this Act.

Dock and Works authorized by this Act.

XXVIII. The Dock and Works which the Company are by this Act authorized to make and maintain comprise the following Works; (to wit,)

A Harbour, Docks, Basins, with an Entrance or Entrances thereto from the River Thames, and with connecting Cuts or Canals, Locks, Reservoirs, Gates, Bridges, Quays, Piers, Jetties, Stages, Cranes, Tramways, Landing-places, Depôts, Warehouses, Sheds, Lairs, Wharfs, and other Buildings, Works, and Conveniences adjoining thereto or connected therewith, which Harbour, Docks, Basins, and other Works and Conveniences (in this Act called the Dock and Works) will be made and maintained in Lands in the Parish of Fobbing in the County of Essex, bounded on the North and East by a Creek called or known by the Name of Shell Haven Creek or Fobbing Creek, on the South and Part of the West by the River Thames, and on the Remainder of the West by Lands in the Parishes of Corringham and Fobbing, or One of them, in the Occupation of Henry Charles Long, Wellington Surridge Long, and Herbert Clarance Long, or some or one of them, which Lands on which the Dock and Works are intended to be made have, except as aforesaid, been purchased by and now belong to the Company, and are intersected by the Thames Haven Branch Station and Works of the London, Tilbury, and Southend Extension Railway.

Power to deviate.

XXIX. The Company in making the Dock and Works may deviate from the Line delineated on that Plan, with such Deviation from the Section as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance than the Limits of Deviation shown on that Plan, nor shall any such Deviation, except as aforesaid, extend beyond the Lands now belonging to the Company.

Period for Completion of Dock and Works.

XXX. The Dock and Works shown on the Plan and by this Act authorized may and shall be completed within Five Years after the Commencement of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making the same, or otherwise

otherwise with respect to the same, shall cease to be exercised, except with respect to so much thereof as is then completed.

XXXI. For the Purposes of the Dock and Works, the Company Embankmay embank the whole, or such Part as they think fit, of the River ment of Thames on the Essex Side thereof, between a Point at or near to a Block of Two Houses adjoining to and on the Western Side of the Railway Station at Thames Haven of the London, Tilbury, and Southend Extension Railway and a Point One hundred Yards or thereabouts Eastward of a Public House called the "Pig and Whistle," and may dredge, scour, and deepen the Bed and Shore, Bank or Soil, of the River Thames between those Points, and remove all Obstructions existing or hereafter to exist therein.

XXXII. The Company may make such Engines, Machines, Pipes, Power to Bridges, Roads, and other Works, Requisites, Matters, and Things in, upon, or leading to or communicating with the Dock and Works, as the Company from Time to Time deem necessary for the convenient veniences to User thereof, and for such Purposes may make such Dams, Coffer Works. Dams, and other Devices and Things within the Tideway of the River Thames as are found necessary or proper during such Times as any of the Works are making, altering, or repairing, and from Time to Time shall well and sufficiently amend, repair, maintain, support, and cleanse the Dock, and such Machines, Bridges, and other Works, Matters, and Things respectively, so that the Navigation of the River be not thereby prevented or impeded.

make Engines and other Con-Dock and

XXXIII. The Company from Time to Time, so often as Occasion Power to requires, may enter upon, deepen, and scour out the Beach and the scourout Bed of the Direct Of Thames. Bed of the River Thames, and for ever maintain and preserve the Depth so made from the Piers and other Works at the Entrances from the River to the Dock, so as to admit Vessels navigating or entering into the Dock from the River, and may cleanse, scour, open, deepen, and widen the Dock and Entrances, or any of them, and cut through, remove, and open any Banks, Hills, Earth, Soil, or Rubbish in or on the Beach or Bed of the River, or in the Dock, or in or near the Entrances, in such Manner as the Company think proper for the convenient Entrance of Vessels into the Dock, and their Security and Accommodation therein.

XXXIV. The Company may divert Water from the River Thames Diversion of into the intended Cuts, Canals, Harbour, Docks, Basins, Locks, and Water of Thames. other Works: Provided always, that the Company shall not commence the Execution of any Dock, Embankment, or other Work whatsoever on the Shore or Bed of the River Thames without the previous Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

[Local.]

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XXXV. Pre-

Plans to be deposited at Admiralty previous to commencing Works.

XXXV. Previously to commencing below High-water Mark any Work or Operation hereby authorized, or any Work whatsoever, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings, Reports, and Schemes of or for the same, for the Approval of the Lord High Admiral of the United Kingdom of Great Britain and Ireland, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Works and Operations shall be constructed and executed only in accordance with such Approval.

Admiralty
may order
local Survey
at Expense
of Company.

XXXVI. If at any Time or Times it shall 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 of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, 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 Company.

Company
before commencing
Works
affecting the
Thames to
give Notice
to Corporation of London.

XXXVII. Provided always, That the Company before they begin making the Dock, or any Pier, Lighthouse, Light Vessel, Breakwater, Jetty, Quay, Wharf, Landing-place, or other Works or Convenience in or near to the River Thames, and connected therewith, shall obtain the Consent and Approbation of the Lord Mayor, Aldermen, and Commonalty of the City of London in Common Council assembled, such Consent and Approbation to be signified in Writing under the Hand of the Town Clerk of the City: Provided also, that all such Works shall be executed according to the Plan and Sections deposited for the Purposes of this Act, or with such Alterations (in accordance, nevertheless, with such Plan and Sections) as may be approved of by the said Lord Mayor, Aldermen, and Commonalty, and executed to the Satisfaction of the Engineer employed by them in the Thames Navigation.

For Prevention of Danger to Navigation of Thames.

XXXVIII. If any such Pier, Lighthouse, Light Vessel, Breakwater, Jetty, Wharf, Quay, Landing-place, or other Work or Convenience in or near to the River *Thames*, or connected therewith, be not finished by the Company within the Time in that Behalf limited by this Act, or if at any Time after the same be finished such Works or any of them be not kept in proper Repair and become a Nuisance or an Impediment to the safe Navigation of the River, and the Company do not within Twenty-one Days after Notice in Writing for that Purpose left at the Office of the Company immediately proceed to repair such

Works,

Works, or fail to repair the same, and render the same free from all Danger to the Navigation of Vessels, then and in every such Case the Lord Mayor, Aldermen, and Commonalty in Common Council assembled, or the Lord Mayor as Conservator of the River Thames, may employ Persons to take away and remove the Materials of such Works or any of them, and to sell or employ the same for the Purpose of the Improvement of the Navigation of the River, and charge Expenses; and the Company shall, on Demand, pay to the Mayor and Commonalty and Citizens all Costs and Charges occasioned by the Removal thereof, and the same may be recovered from the Company in any Court of competent Jurisdiction.

XXXIX. If at any Time there be any Accumulation of Mud, Sand, Accumula-Dirt, or other Matter adjoining to any of the Piers, Lighthouses, Light tions of Mud Vessels, Breakwaters, Jetties, Wharfs, Quays, Landing-places, and other moved. Works and Conveniences of the Company in or near to the River Thames, or connected therewith and occasioned thereby, which appears to the Lord Mayor, Aldermen, and Commonalty in Common Council assembled, or to the Lord Mayor as Conservator of the River Thames, to be injurious to the Navigation of the River, then and in every such Case the Company shall, within Seven Days after Notice in Writing for that Purpose by the Town Clerk is left at the Office of the Company, effectually remove the Mud, Sand, Dirt, or other Matter; and if the Company fail effectually to remove the same, the Lord Mayor, Aldermen, and Commonalty in Common Council assembled, or the Lord Mayor as the Conservator of the River Thames, may employ Persons to remove the same, and the Company shall, on Demand, pay to the Mayor and Commonalty and Citizens all Costs and Charges occasioned by the Removal thereof, and the same may be recovered from the Company in any Court of competent Jurisdiction.

XL. No Mud or other Matter shall be washed, emptied, or removed No Mud, &c. by the Company from the Dock into the River Thames; and if any to be washed Mud or other Matter be at any Time so washed, emptied, or removed Thames. from the Dock into the River, the Company shall pay to the Mayor and Commonalty and Citizens the Sum of Five hundred Pounds, and the same may be recovered from the Company in any Court of competent Jurisdiction.

XLI. For the Purposes of the Dock and Works, the Company from Time to Time may lay down and maintain Buoys, Dolphins, Lighthouses, and other and Mooring Craft in the River Thames, and may make and maintain Conveni-Lighthouses, Light Vessels, Breakwaters, and other Works and Con- ences. veniences connected therewith at or near to the intended Entrance to the Dock and Works, and may lay down and maintain Tramways upon or adjoining to the Dock and Works, and may, with the Consent of

the Two Railway Companies or their joint Committee, make Communications between the same and the Thames Haven Branch of the London, Tilbury, and Southend Extension Railway.

Buoys, &c. not to be placed so as to injure the

XLII. Provided always, That no such Buoy, Dolphin, Mooring Post, or Mooring Craft shall be laid down or placed so as to injure the Navigation of the River Thames, or in any other Manner than shall be Navigation. approved of by the Mayor and Commonalty and Citizens of the City of London or their Successors, or the Lord Mayor of the said City for the Time being as Conservator of the River Thames and Waters of the Medway.

Lights not to be exhibited or altered, or Buoys placed without Sanction of the Trinity House.

XLIII. Provided always, That nothing in this Act shall authorize the Company to exhibit or alter any Light, or to place or lay down any Buoy, for the Guidance of Vessels navigating into or from the Dock, without from Time to Time first obtaining the Sanction in Writing of the Corporation of Trinity House of Deptford Strond as to the Description and Power of such Light, and the Mode of exhibiting the same, and the Description and Situation of such Buoy.

Company to. protect Works of Commissioners of Sewers.

XLIV. Provided always, That if the Company in the Execution of any of the Powers of this Act cross, cut through, stop up, alter, or divert the Course of, or in any other Manner interfere with, any of the Walls, Banks, Erections, Sewers, Ditches, Drains, Defences, Protections, or other Works within the Jurisdiction of the Commissioners of Sewers for the Levels within the Parishes of Fobbing, Corringham, Stanford le Hope, Muckinge, Laindon, Dunton, and Little Warley, in the County of Essex, or in the Borders or Confines of the same, the Company shall thereupon make and at all Times thereafter repair and maintain all such Walls, Banks, Erections, Sewers, Ditches, Drains, Defences, Protections, and other Works as are necessary for keeping the Current of the Waters and the Banks containing the same, and defending and draining the Lands within those Levels as effectually as they now are.

As to Communications with Thames Haven Branch Railway.

XLV. Provided always, That all such Communications with the Branch Railway shall be made under the Superintendence and to the Satisfaction of the Engineer of the Two Railway Companies, or their joint Committee from Time to Time managing that Branch Railway, and at such Points as he approves, and in a substantial and workmanlike Manner.

Lands of Railways not to be used without Consent.

XLVI. Provided always, That the Company shall not enter upon, take, or use any of the Lands of the Two Railway Companies without the previous Consent of the Two Railway Companies or their joint Committee.

XLVII. The

XLVII. The Company may use or appropriate any Lands belong- Lairs for ing to them as or for Lairs for Cattle, Tanks for Fish, Yards, waiting, loading, and unloading Places, and other Purposes whatsoever connected with the Dock and Works, as the Company from Time to Time deem necessary or convenient.

XLVIII. Provided always, That, except as is by this Act otherwise Works to be expressly provided, the Company shall not make any Part of the Dock and Works in any Lands except Lands now belonging to the Company. Lands.

made only on Company's

XLIX. The Authority of the Harbour-master of the Company Limits of shall extend to all Places within the Limits of the Dock and Works, Harbourand to all Places on the River Thames within One hundred Yards Authority. from any and every Entrance to the Dock: Provided always, that nothing in this Act, or in "The Harbours, Docks, and Piers Clauses Act, 1847," contained, shall enable the Harbour-master to interfere with any Vessel lying at the Pier of the Thames Haven Branch Railway, or the convenient Passage of Vessels to or from such Pier.

master's

L. When the Dock is so far completed as to admit Vessels therein, Vessels not no Vessel shall be within One hundred Yards of any of the Entrances Entrance of the Dock.

to be near to Dock;

LI. Provided always, That nothing in this Act shall prevent any Except Vessel from lying in the River Thames alongside any Wharf within alongside that Distance of One hundred Yards for the Purpose of loading or discharging, so nevertheless as not to obstruct or impede the Entrance into or Departure from the Dock.

Wharf.

LII. After the Dock is so far completed as to admit Vessels to enter Vessels not therein, no Vessel shall lie at any Buoy or make fast to any Dolphin, to me at Company's Mooring Post, or Mooring Craft of the Company in the River Thames, Buoys, &c. save only such Vessel as is intended to enter or within Six Hours then last past left the Dock, without in every Case the special Permission of the Harbour-master; and every Master of any Vessel so lying or made fast shall remove such Vessel within Six Hours after being required by the Harbour-master so to do, and every Master of any Vessel failing so to remove it shall for every such Offence forfeit any Sum not exceeding Twenty Shillings for every Hour such Vessel remains so lying or moored after such Requisition to remove it.

to lie at in Thames.

LIII. Every Person who sends to the Dock or Works any Aqua- Goods of a fortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise at the Time of so sending the Goods give Notice thereof to the Officer same. of

Nature to be marked by Persons sending the

of the Company with whom the same are left, and every Person offending against this Enactment shall for every such Offence forfeit any Sum not exceeding Ten Pounds.

As to landing Gunpowder on

LIV. If any Vessel in which there is any Gunpowder above the Quantity of Fourteen Pounds enter the Dock on any Sunday or Cus-Sundays, &c. tom House Holiday, the Master of such Vessel may land the Gunpowder without the Leave of the Harbour-master, provided the same be done in the Presence of a Tide Surveyor or other Officer of the Customs.

Meters and Weighers.

LV. The Company shall have the Appointment of Meters and Weighers.

Penalty for obstructing Constables, &c. searching Vessels, &c.

LVI. If any Person in any way obstruct, or aid or abet any other Person in obstructing, in the Execution of his Duty, any Constable, Watchman, or Person thereto appointed by the Company, or having Instructions in Writing in that Behalf from the Directors or from the Harbour-master, from going on board or being in or upon any Vessel for the Purpose of searching for any Combustible being or supposed to be therein contrary to any Provision of this Act, or to any Byelaw, Order, Rule, or Regulation made by virtue of this Act, or for the Purpose of discovering any Theft or Embezzlement committed or suspected to have been committed in or about any Vessel, or for the Purpose of quelling any Riot or Disturbance in any Vessel, or for any other Purpose by this Act, or by any such Byelaw, Order, Rule, or Regulation authorized, every Person so offending shall for every such Offence forfeit any Sum not exceeding Five Pounds.

Officers of Customs to have free Access to Dock without Payment of Toll.

LVII. It shall be lawful for all Officers of Customs, being in the Execution of their Duty, to have free Ingress and Egress into and out of the said Dock and Premises, and through the Gates and Entrances of the same, and also freely to pass with their Vessels and Boats through the Locks and Water Communications of the said Dock and Premises at all Times (provided the State of the Tide and Water Communications of the said Dock and Premises will admit of such passing), without Payment of any Toll or Sum for so doing.

Capital.

LVIII. From and after the Commencement of this Act the Capital of the Company shall be Fifty-one thousand Pounds, divided into Twelve thousand Shares of Four Pounds Five Shillings each.

Shares in Capital under Act substituted for Shares in present. Capital.

LIX. Every Person who at the Commencement of this Act is entitled as the registered Holder thereof to a Share in the present Capital of the Company shall be entitled in lieu of and by way of substitution for such One Share to One of the Twelve thousand Shares

Shares of Four Pounds Five Shillings each in the Capital of the Company under this Act.

LX. Every Share so substituted shall vest in the Person entitled Substituted thereto, subject to the same Trusts, Provisions, and Liabilities as those which immediately before the Commencement of this Act affected the Share in the present Capital of the Company in respect of which it is &c. as existso substituted, and so as not to revoke but to give effect to any Will or Testamentary or other Disposition of or affecting such Share.

Shares to be subject to same Trusts, ing Shares.

LXI. After the Commencement of this Act the Company shall Certificates issue to the Shareholders Certificates of their Shares under this Act: of Shares. Provided always, that the Company shall not issue a Certificate of any Share under this Act, unless the Certificate of the now existing Share in lieu whereof the same is issued be delivered up to the Directors to be cancelled, or it be proved to the Satisfaction of the Directors that such now existing Certificate is destroyed or lost.

LXII. One Pound a Share shall be the greatest Amount of a Call, Calls. and Three Months shall be the least Interval between successive Calls, and the Amount of all the Calls on any Share in a Year shall not exceed One Half of the Amount of the Share.

LXIII. Provided always, That such of the Twelve thousand Shares Substituted in the Capital under this Act as are by this Act vested by way of Shares to be Substitution for Shares in the present Capital in the registered Owners up to the Ex. of such Shares shall be deemed paid up to the Extent of One Pound and Five Shillings a Share, and the Amount of Three Pounds a Share, but no greater Amount, may be called up on every such Share.

deemed paid tent of 11.5s. per Share.

LXIV. Except as is by this Act otherwise provided with respect General Disto the Shares in the Capital under this Act substituted for Shares in Shares. the present Capital, the Company may dispose of the Shares in the Capital under this Act at such Times, to such Persons, and on such Terms and Conditions as the Directors, with the Sanction of a General Meeting, from Time to Time think fit, except that no Preference or Priority of Dividend shall be given to or attach to any such Shares.

LXV. And whereas there are now of the Twelve thousand Shares Forfeited in the Company several on which the Calls made have not been or Shares to be have been only partially paid, and the same are now in course of For- issued only feiture: Be it therefore enacted, That no Shares now in or which Equality may hereafter come into the Hands of the Company by Forfeiture With other Shares. shall be issued, except upon such Terms as to Payment of any previous and every future Call as may make the Amount paid or to be paid upon each such Share so issued equal in all respects to the Amount paid upon the other Shares in the Company.

LXVI. The

Power to borrow on Mortgage.

LXVI. The Company from Time to Time may borrow on Mortgage or Bond any Sums not exceeding in the whole Twelve thousand Pounds: Provided always, that the Company shall not borrow any Money until the whole of the Capital under this Act be subscribed for, and One Half thereof be actually paid up.

Arrears may be enforced by Appointment of a Receiver.

LXVII. The Mortgagees may enforce the Payment of the Arrears of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Five hundred Pounds.

Newspaper for Advertisements.

LXVIII. The Newspaper for Advertisements by the Company shall be a Newspaper usually circulating in the County of Essex.

Rates payable on Vessels.

LXIX. It shall be lawful for the Company from Time to Time to take or receive for and in respect of every Vessel wholly laden with Coals using or entering the Docks, or lying therein, Rates or Sums not exceeding the Tonnage Dues specified in Schedule A. to this Act annexed; and for and in respect of every other Vessel using or entering the Docks, or lying therein or departing therefrom, such reasonable Rate or Sum for every registered Ton of such Vessel as shall not exceed the Rates or Sums then usually paid in the Port of London for or in respect of any Vessel using or entering, or lying in or departing from, any Docks in the Port of London surrounded with Walls; and every such Rate or Sum shall be payable by the Master of such Vessel.

Rates payable on Goods.

LXX. It shall be lawful for the Company from Time to Time to demand for Coals the several Sums specified in the Schedule A. to this Act annexed in respect of the Matters and Services therein mentioned; and for the several Goods, Articles, and Things described in Schedule B. to this Act annexed, the several Sums therein specified in respect of the Matters and Services therein mentioned; and for all Coals, and for the said several Goods, Articles, and Things described in Schedule B. in respect of other Matters and Services, and for all other Goods, Articles, Animals, or Things which shall be shipped or landed, received or delivered, within the Limits of the Dock or Works, any Sum not exceeding the several Rates usually paid in the Port of London with respect to such Goods, Articles, Animals, or Things; and every such Rate shall be payable by the Owner of the Goods, Articles, Animals, or Things.

Customs
need not
measure
Goods except for
Customs
Purposes,

LXXI. Provided always, That nothing in this Act or in Schedule B. annexed shall, for the Purpose of levying any of the Rates in the said Schedule specified, oblige the Measurement by the Customs of any Goods not required to be measured for Customs Purposes.

LXXII. It

LXXII. It shall be lawful for the Company to demand for the Use Rates to be of their Warehouses, Wharfs, Yards, Cranes, Weighing and Measuring charged for Machines of and Company of the C Machines, of and from the Owner or Person having the Charge of any Cranes, Goods, Articles, or Things deposited in such Warehouses, Wharfs, Weighing and Yards, or loaded or unloaded, weighed or measured, by means of &c. such Cranes, Weighing and Measuring Machines, and for the Use of the Lairs for Cattle, Tanks for Fish, and Depôts, such reasonable Rates as the Company shall from Time to Time appoint.

LXXIII. Provided always, That all Lighters and Craft entering Lighters, &c. the Dock to discharge or receive Ballast or Goods to or from any Vessel shall be exempt from all Rates and Charges whatsoever under this Act.

exempt from Rates.

LXXIV. The several Rates payable to the Company with respect to any Vessel or the Cargo thereof, and for which no Time of Payment is by this Act otherwise provided, shall be paid before the Vessel leaves the Dock.

Rates on Vessel and Cargo to be paid before Vessel leaves Dock.

LXXV. The several Rates payable under this Act with respect to Rates on Goods shall be payable on the same being landed in or shipped from the Dock and Works.

Goods to paid on be landing or shipping.

LXXVI. Provided always, That before the Company shall be Company if entitled to take or receive any of the Rates granted by this Act, they requested to erect Offices shall, if required so to do by the Commissioners of Her Majesty's for the Customs, erect upon a suitable Spot within the Dock Premises, and Customs. always thereafter maintain the same, substantial and convenient Offices and Buildings, to be approved of by or on behalf of the said Commissioners, for the Accommodation of the Officers of Customs employed in the Collection or Management of the Duties of Customs.

erect Offices

LXXVII. No Person shall take away any Goods for which any Goods not to Sum for Wharfage or Warehousing is due from any Wharf, Yard, be removed Warehouse, or other Building or Convenience of the Company with- or Wareout the Consent of the Company, or their Officer chiefly intrusted with houseCharge the Charge thereof, without Payment of the Sum so due.

paid.

LXXVIII. The Company may remove and take away the Ballast Charge for of any Vessel entering the Dock, and may demand and take from the removing Master of every such Vessel any Sum not exceeding Two Shillings Vessels. for every Ton Weight of the Ballast so removed.

Ballast from

LXXIX. The Company may demand and take from or in respect Tolls for of all Persons landing at or embarking from the Dock or Works any Passengers. Toll not exceeding Twopence for every such Person.

Local.

20 X

LXXX. Nothing

Saving Rights of the Crown. LXXX. Nothing contained in this Act, or in any of the Acts herein referred to, shall extend to authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to the Queen's most Excellent 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, on behalf of Her Majesty first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), or to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving
Rights of
Corporation
of London.

LXXXI. Provided always, That, except as is by this Act otherwise expressly provided, nothing in this Act shall prejudice or derogate from the Estates, Rights, Privileges, Franchises, Jurisdictions, or Authority of the Mayor and Commonalty and Citizens of the City of London and their Successors, or the Lord Mayor of the City, or prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the Mayor and Commonalty and Citizens, or the Lord Mayor as Conservator of the River Thames, do or doth or may lawfully claim, use, or exercise, or authorize the Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River Thames or the Shores thereof.

Saving
Rights of
Commissioners of
Sewers.

LXXXII. Provided always, That nothing in this Act shall prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the Levels herein-before mentioned, but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act were not passed.

Saving
Rights of
Trinity
House.

LXXXIII. Provided always, That nothing in this Act shall prejudice or derogate from any of the Rights or Privileges of the Corporation of Trinity House of Deptford Strond.

Saving Rights of Railway Companies. LXXXIV. Provided always, That, except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, alter, or affect any of the Estates, Rights, Powers, and Privileges of the Eastern Counties Railway Company, and the London and Blackwall Railway Company, or either of them, or their joint Committee, for the Purposes of the London, Tilbury, and Southend Extension Railway; and the Repeal of the recited Acts shall not prejudice or affect the Rights, Powers, and Privileges which, by virtue of the Conveyance of the Thames Haven Branch Railway, and the Wharfs and Lands purchased therewith, are vested in the Two Railway Companies, or their said joint Committee.

LXXXV. Nothing

LXXXV. Nothing in this Act shall exempt the Harbour or the Nothing to Company from the Provisions of "The Merchant Shipping Law exempt Com-Amendment Act, 1853," "The Merchant Shipping Act, 1854," or Provisions of any General Act relating to Harbours or Dues on Shipping, now in Merchant force or which shall be passed during the present or any future Session Acts, of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the Tolls, Rates, or Duties by this Act authorized.

Shipping

LXXXVI. That if upon Complaint made to the Board of Trade Power to by any Person interested, in Writing under his Hand, it shall appear Board of to the Board of Trade that there is reasonable Ground for believing appoint an that the Accounts of the Company have not been duly kept, or that Auditor to any Tolls, Rates, or Duties have been improperly or unfairly levied examine Accounts. by them, or have not been applied in accordance with the Directions of this Act, the Board of Trade may appoint an Auditor to examine, the Accounts of the Company, and examine into the Matters so complained of, and to report to them thereon; and the Company shall, upon Demand, produce to such Auditor all or any of their Accounts, Books, Deeds, Papers, Writings, and other Documents, and afford to him all reasonable Facilities for examining and comparing the same, and in case any Matter complained of shall be found to be true, the reasonable Expenses of such Auditor shall be paid by the Company out of the Monies coming to their Hands under this Act, and in case it shall not be so found, by the Complainant, and in either Case such Expenses may be recovered in any Court of competent Jurisdiction as a Debt due to the Crown.

Trade to

LXXXVII. All the Costs, Charges, and Expenses of and incident Expenses of to the obtaining and passing of this Act, or otherwise in relation thereto, Act. shall be paid by the Company.

SCHEDULE A. to which the foregoing Act refers.

Tonnage Dues on Colliers.

If entering to lie up and await the Sale of the Cargo, with the Use of the Dock for Two Weeks

Ifunloaded by the Company, including the Discharge of the Collier, with One Week's Use of the Docks

If unloaded by the Ship, with One Week's Use of the Docks

Docks

Rent after the Expiration of the above Periods

Id. per Week on the Register.

Toll on the Cargo.

Wharfage, if landed over the Dock Company's Quays - 4d. per Ton.

If put into Lighters alongside - - Free.

SCHEDULE B. to which the foregoing Actrefers.

Rates Inwards.

| | | | | | <u> </u> | | , | | | |
|---|-------------|---|---------------|-----|----------|---------------------------|--------------|---|--|--|
| Landing, Wharfing, Sorting, Piling, and Delivering. | | | | | | Rate. | | Rent per Week from Ships breaking Bulk. | | |
| Deals, Planks, Ba Sleepers, 10 I by 6 and under | Teet long | and under, | and 12 Fee | t | 8. | d. | 8. | d. | | |
| Pieces 12 Fee | | | | | | • | | | | |
| Inches wide | - | | | - | 5 | $2\frac{3}{4}$ | 0 | 23 | | |
| Deck Deals, per | 120 Pieces | s of 40 Fee | et long and | 3 | | | | _ | | |
| Inches thick | | | | - | 76 | 0 | 3 | 2 | | |
| Norway Timber | - pe | r Load, Cus | toms Measur | e] | | | | | | |
| Fir Quarters | ** | ** | 7) | Į | 2 | 10 1 | 0 | 1 | | |
| Balks | - | >> | " | [| | - 4 | | | | |
| Railway Sleepers Exceeding | the abov | e Sizes— | >> | J | | • | | | | |
| Fir thick Stuff | <i>-</i> | 23 | > > | } | 6 | A | | T 1. | | |
| Fir Plank, exceed | ding 3 Inc | hes thick | , יי | Ì | 3 | 4 | 1 0 | 1 2 | | |
| Birch Timber and | | 23 | " | | 3 | $9\frac{1}{2}$ | 0 | 1 | | |
| Under Cover | | • |) | | 3 | $9\frac{\overline{1}}{2}$ | 0 | $1\frac{1}{2}$ | | |
| Oak Timber, Pla | nk, and h | ard Woods | و و | | 3 | $9\frac{1}{2}$ | 0 | 1 | | |
| Under Cover | - | " | " | | 4 | 0 | 0 | $1\frac{1}{2}$ | | |
| African and othe | r Teak W | ood, | | | | | | | | |
| | pe | r Load, Cus | toms Measur | re | 5 | 3 | 0 | 1 | | |
| Wainscot | • | 2) | 22 | 1 | | | | | | |
| Dutch Oak | - | 77 | >> | } | 3 | $9\frac{1}{2}$ | 0 | 1 | | |
| Clap Boards | - | 73 | >> | J | | _ | | | | |
| Under Cover | → , | >> | 7 > | | 4 | .9 | 1 0 | $1\frac{1}{2}$ | | |

| The Thames Haven Dock Company's | Act | $\frac{185}{1}$ | 6. | |
|---|--|------------------------------|---|--|
| Landing, Wharfing, Sorting, Piling, and Delivering. | ${f R}$ | ate. | from | er Week Ships ng Bulk. |
| Thin Palings, 4½ Feet and under - per 1,200 Treenails and Wedges, 2 Feet and under Above 2 Feet and under 3 Feet long - ,, Spokes ,, Gun Stocks, under 3 Feet long - ,, Gun Stocks, 3 Feet and above 3 Feet long ,, Handspikes per 120 Oars and Rickers, under 24 Feet long - ,, Oars and Rickers, 24 Feet to 32 Feet long ,, Spars, 4 to 6 Inches - ,, Lancewood - ,, Lathwood, including Framing, per Customs | s. 6 5 7 8 17 23 9 12 26 20 | 7.7243414 1149964474 0 | s. 0 0 0 0 0 0 0 0 0 0 | $\begin{array}{c} d. & \frac{34}{12} \frac{12}{24} \frac{34}{24} \frac{12}{24} \\ 1 & 2 \\ 1 & 2 \\ 1 & 2 \\ 1 & 2 \\ 1 & 2 \\ 2 & 2 \\ 1 & 2 \\ 2 & 2 \\ 1 & 2 \\ 2 & 2 \\ $ |
| Cubic Fathom ,, Lathwood, to be delivered only as to Number of Pieces received - ,, Firewood, including Framing, per Customs | 7 | 71/4 | 0 | 33 |
| Cubic Fathom , , , , , , , , , , , , , , , , , | 7 | 71 | 0 | 33 |
| Proportions to Pipe— Hogshead 3 for 2 Barrel and Heading 2 ,, 1 West India Puncheon 3 , 1 United States Pipe and Hogshead 3 , 1 Hamburgh and Baltic Pipe Staves, of the usual | 33 | 3 | 1 | 21 |
| Dimensions, per 1,200, 2 Inches and under, in proportion | 28 | 6 | 1 | 5 |
| Brandy Pipe - - 6 for 5 Hogshead - - - 3 ,, 2 Barrel - - - 2 ,, 1 Long Heading - - 3 ,, 1 Short Heading - - 4 ,, 1 | : | | | |
| Landing Rent P | er We | ek, Gross | ś. | |
| Grain and Seed; viz., Wheat, Barley, Rye, Maize, and other heavy Grain, Peas, Horse or Pigeon Beans, Tares, Linseed, &c. Landing, Wharfage, Housing, and Delivering, per Quarter Oats and other light Grain, Landing, Wharfage, Housing, ing, and Delivering, per Quarter Working out and delivering into Craft, 3d. per Quarter. | Bar- Horse Seans, Co, dif | inc sur Fir tto. | $3\frac{1}{2}d$. luding ance e. $3s$. | not Infrom $0d.$ $5\frac{1}{2}d.$ |
| | | | | - |

19° & 20° VICTORIÆ, Cap.cxix.

| | | Landing Rate, Gross. | Rent per Week. | | | |
|--|---|--|--|--|--|--|
| lour, including Delivery by Land or Water - perallow Casks, 5 Cwt. and upwards sold from the Land Scale to the Importer to the Buyer ases kins ackages not otherwise described, or Blocks under 5 Cwt | er Ton ,, ,, ,, ,, | 8. $\frac{d}{4}$. $\frac{3\frac{1}{2}}{3}$. $\frac{2}{3}$ ds. $\frac{1}{3}$ d. $\frac{4}{3}$. $\frac{6}{4}$. $\frac{4}{2}$. $\frac{1}{2}$. | $ \begin{array}{c ccccccccccccccccccccccccccccccccccc$ | | | |
| Prime | Landing Rate, Gross. | Rent pe | r Week. | | | |
| ugar Casks - per Cwt. $\begin{vmatrix} s. & d. \\ 0 & 7 \\ 0 & 6\frac{3}{4} \end{vmatrix}$, Chests, 5 Cwt. or above , $\begin{vmatrix} 0 & 6\frac{3}{4} \\ 0 & 6\frac{3}{4} \end{vmatrix}$ | $egin{array}{cccccccccccccccccccccccccccccccccccc$ | $\left.\begin{array}{ccc} s. & d. \\ 0 & 4\frac{1}{2} \end{array}\right.$ | per Ton | | | |
| ", Chests, mass, or Dags, under 5 Cwt ", 0 5\frac{1}{4} \right", Candy ". | $\begin{array}{ccc} 0 & 2\frac{3}{4} \\ 0 & 4 \\ \end{array}$ | $\begin{array}{ccc} 0 & 3\frac{1}{2} \\ 0 & 9 \end{array}$ | per Ton per Ton | | | |
| Oil, Bay Cask ,, Castor Cwt. | $egin{array}{cccccccccccccccccccccccccccccccccccc$ | $egin{array}{cccccccccccccccccccccccccccccccccccc$ | | | | |
| CHEMICALS. Dil, 1 Cwt. and upwards - Package " under 1 Cwt Package " Rhodium - Package " Olive, large Jars - Cwt. " " common Jars - Cwt. " " Half Jars - Cwt. Case containing— 30 Quart Bottles - Case Salad, Half Chests of 30 Flasks - Palm or Cocoa Nut— Casks not above 30 Cwt Ton Casks above 30 Cwt Ton in Iron Tanks - Ton Seed— Duppas, Canisters, and like Packages Cwt. | $\begin{array}{c} 1 & 11 \\ 1 & 5 \\ 0 & 8 \\ 0 & 8 \\ 0 & 11 \\ \hline 0 & 0 \\ 0 &$ | $ \begin{array}{c cccc} 0 & 3 \\ 0 & 2 \\ \hline 0 & 1\frac{1}{2} \end{array} $ | each. each. | | | |
| . OIL— $continued$. | Olive or Seed in Casks. s. d . | Not New- foundland. | undland. land. | | | |
| Landing, Wharfage, and laying up to gauge - Rent, per Week | $egin{array}{cccccccccccccccccccccccccccccccccccc$ | $\begin{array}{c ccccccccccccccccccccccccccccccccccc$ | 2 10 0 3 | | | |

| | Aums. | Single, Half | s. d. s. | 0 13 0 | $\begin{array}{c c} 0 & 1\frac{1}{2} & 0 \\ \end{array}$ | | Exceeding 11 lb. g and uncer 22 lb. and uncer 22 lb. | 8. d. S. | 0 8 0 | | `` > * | 0 0 0 0 |
|--------------|---------------------------------|--------------|--|--|--|--------|--|--|---|------------------------|--------------|--|
| | | Double. | 8. d. | 0 2 1 2 | 0 2 3 | | 22 lb. and under 33 lb. u | 8. d. | 9 0 | |) | ₹ 0 0 |
| | Pipe, Butt, Hogshead. Third is. | | 8. d. | 0 13 | 0 11 | | 33 lb. and under 50 lb. gross. | 8. d. | 0 7 2 | | | 0 0 4 |
| | | | s. d. | 0 13 | 0 1 3 | | 50 lb. and under 66 lb. gross. | s. d. | 6 0 | - | - | $0 0^{\frac{1}{2}}$ |
| Spirits. | | | 8. d. | 22 | 0 2 | | 66 lb. and under 88 lb. gross. | 8. d. | $\begin{array}{c c} 0 & 10\frac{1}{2} \end{array}$ | Ç | | 0 0 3 |
| WINES AND SP | | | s. d. | 0 2 2 | 0 2 2 | . TEA. | 88 lb. and under 148 lb. gross. | s. d. | 0 [| <u>-</u> | | $\begin{array}{c c} 0 & 0 \\ \hline \end{array}$ |
| | | | 8. d. | 0 3 3 | 0 4 | | 148 lb. and under 220 lb. gross. | s. d. | ec | ~ , | | |
| | | | s. $d.$ | 0 74 | 8 | | 220 lb. gross and upwards. | s. d. | 9 | hing, fur- Housing, | > | 0 11 |
| | | | Rent after Fourteen Days from the Date of the Vessels breaking Bulk, | the first Eighteen Months, including Cooper's Superintendence, per Week, on Cape and Marsala | On other Wines and Spirits - | | Rates per Package. | Landing, comprising Landing, Wharf- age, Weighing, furnishing Landing | Landing, comprising Landing, Wharfage, Weighting, furnishing Landing Weights, and Delivery from the Quay at the Docks | | | Kent, per Week |

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