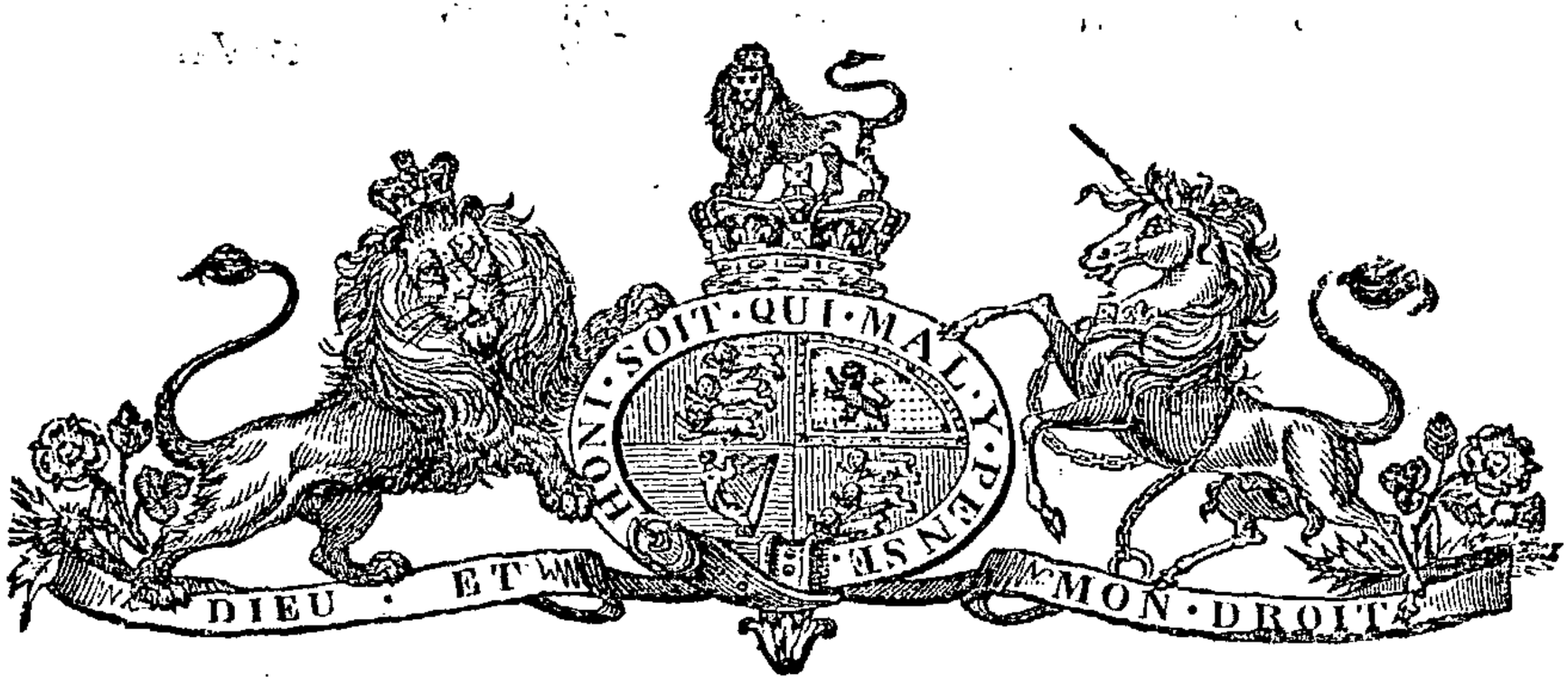


ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

***

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.

1. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Hubberston* Docks Act, 1864."

Interpretation of Terms.

2. The following Words and Expressions shall have in this Act the Meanings hereby assigned to them respectively, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

The Expression "the Company" or "the said Company" shall mean the Company incorporated by this Act:

The Expression "the Docks" shall mean the Docks and Works of the Company to be constructed under the Powers of this Act in connexion with the said Docks:

The Expression "the Limits of this Act" shall mean the Limits of Deviation shown upon the deposited Plan, those Limits Seaward being a Continuation of the Line of the *Milford* Stone Landing Slip Southwards to the Line of Low-water Spring Tides, and thence along that Line to the Point where that Low-water Line meets a straight Line drawn South-west from the Centre of the public Road leading from *Victoria Bridge* to *Hakin Point* where such Road opens upon the Sea Beach.

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 27., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 118. incorporated.

3. The Provisions of "The Companies Clauses Consolidation Act, 1845," the following Parts of "The Companies Clauses Act, 1863," namely, Part 1, relating to Cancellation and Surrender of Shares, and Part 3, relating to Debenture Stock, "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Harbours, Docks, and Piers Clauses Act, 1847," except the Proviso in Section 22 limiting the Terms of Leases, and except as herein-after provided, are incorporated with and form Part of this Act: Provided nevertheless, that the Provisions with respect to Life Boats, and with respect to keeping a Tide and Weather Gauge, of "The Harbours, Docks, and Piers Clauses Act, 1847," shall not be in force for the Purposes of this Act, except so far as from Time to Time the Board of Trade, by Notice in Writing to the Company, may require them to provide any Works or Conveniences according to those Provisions respectively.

Subscribers incorporated.

4. *John Biddulph*, *William Chambers*, *Lort Nicholas Stokes*, *William Walters*, *Ben Thomas Williams*, *John William Williamson*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Adminis-

Administrators, Successors, and Assigns respectively, are united into a Company for the Purpose of making and maintaining the Docks and executing the several other Works by this Act authorized, according to the Provisions of this Act and of the Acts incorporated herewith, and for other the Purposes herein and in the said Acts contained; and such Company shall be incorporated by the Name of "The *Hubberston* Docks Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained.

Capital.

5. The Capital of the Company is One hundred thousand Pounds, and shall be applied solely to the Purposes of this Act.

Number and Amount of Shares.

6. The said Capital shall be divided into Ten thousand Shares, and the Amount of each Share shall be Ten Pounds.

Shares not to issue until One Fifth Part paid up.

7. It shall not be lawful for the Company to issue any Share, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share shall have been paid up in respect thereof.

Calls.

8. Twenty-five *per Centum* on the Amount of each Share is the greatest Amount of any One Call which the Company may make on the Shareholders, and Two Months at the least shall be the Interval between successive Calls, and Four Fifths of the Amount of a Share shall be the greatest aggregate Amount of Calls in any One Year.

Power to borrow on Mortgage.

9. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the aggregate Thirty-three thousand three hundred Pounds, but no Part thereof shall be borrowed until the whole of the said Capital of One hundred thousand Pounds shall have been subscribed for or taken *bonâ fide*, and One Half thereof is actually paid up, and the Company shall have proved to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all the Capital which the Company are by this Act authorized to raise by the Creation of Shares has been subscribed for or taken *bonâ fide*, and that every Share is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, and that all Shares have been issued, and Twenty *per Centum* at least paid up on each separate Share, of which Proofs having been given the Certificate of the Justice under that Section shall be sufficient Evidence.

Interest or Dividend not to be paid on Calls.

10. The Company shall not, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise

cise of any Power of borrowing, pay Interest or Dividends to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Number and Qualification of Directors.

11. Subject to the Provision herein-after contained for altering the Number of Directors, the Number of Directors is Seven, and the Qualification of a Director is the Possession in his own Right of Twenty Shares in the Undertaking.

Power to vary the Number of Directors.

12. The Company may from Time to Time vary the Number of Directors, provided that the Number be not less than Three nor more than Eight.

First Directors.

13. The First Directors of the Company are *John Biddulph*, *William Chambers*, *Frederick Harrison*, *Lort Nicholas Stokes*, *William Walters*, *Ben Thomas Williams*, and *John William Williamson*.

First Ordinary Meeting.

14. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act.

Election of Directors at First Ordinary Meeting.

15. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Subsequent Election of Directors.

16. At the First Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

17. The

Quorum.

17. The Quorum of a Meeting of Directors is Three, or Two if the Number of Directors is only Three.

Quorum of Committees.

18. The Directors may from Time to Time prescribe the Number of Directors constituting the Quorum of any Committee appointed by them, provided that it is a Majority of such Committee.

Newspaper for Advertisements.

19. The Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be some Newspaper published in the County of *Pembroke*.

As to Money payable to Persons under Disability.

20. If any Money be payable to any Shareholder being a Minor, Idiot, Lunatic, or *non compos mentis*, the Receipt of the Guardian of such Minor, or of the Committee of such Idiot, Lunatic, or Person *non compos mentis*, shall be a sufficient Discharge to the Company for the same.

Power to make Works according to deposited Plans.

21. Subject to the Provisions in this Act and the Acts incorporated herewith contained, the Company may make and maintain the Docks and Works in the Lines, Situations, and Levels delineated on the Plans and Sections deposited as aforesaid, and may enter upon, take, and use all or any of the Lands delineated on the said Plans and described in the Book of Reference deposited therewith, and may from Time to Time appropriate them to the Purposes of this Act.

Works to executed.

22. The Works to be executed under the Authority of this Act are the following:

A Wet Dock at or near *Milford Haven* in the County of *Pembroke*, and upon or near the Estuary or Pill called *Hubberston Pill*, near to the *Milford* Railway Company's Station at *Milford*, and Lands adjoining the same, in the Parishes of *Stainton* and *Hubberston* in the County of *Pembroke*:

A Dry or Graving Dock adjoining or near to the Entrance of the said Wet Dock:

All proper Piers, Walls, Locks, Gates, Sluices, Culverts, Bridges, Arches, Quays, Landing Places, Avenues, Approaches, Wharves, Depôts, Warehouses, Buildings, and other Works and Conveniences connected with the aforesaid Docks and other Works.

Company may deviate to Extent marked on Plan.

23. Subject to the Provisions of "The Harbours, Docks, and Piers Clauses Act, 1847," and of this Act, the Company may, in constructing the Docks and Works connected therewith by this Act authorized, deviate to the Extent of or within the Limits of Deviation respectively marked on the said Plans.

Plans to be deposited at the Admiralty for Approval.

24. Previously to commencing any Work authorized by this Act or otherwise the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of every such Work 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 every such Work shall be constructed only in accordance with such Approval; and when any such Work shall have been commenced or constructed it shall not be lawful for the Company at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Work shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Cost of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Provision for requiring Lights to be exhibited during and after Construction of Works according to Directions of Board of Trade.

25. During the Construction of every Dock or Lock and Works respectively connected therewith the Company shall cause to be hung out or exhibited every Night from Sunset to Sunrise Lights, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and for ever after the Completion of the Dock or Lock the Company shall cause to be hung out or exhibited thereon every Night from Sunset to Sunrise good and sufficient Lights, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed, as the Lord High Admiral or the Commissioners for executing the Office of Lord Admiral shall, by Writing under the Hand of the Secretary of the Admiralty, approve of, and in case the Company shall neglect to exhibit and keep either of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

Provisions for local Survey of Works by Board of Trade when requisite.

26. If at any Time or Times it shall be deemed expedient for 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 Cost of every such local Survey

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.

Provision for Abatement by Board of Trade of Works abandoned or decayed.

27. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect 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 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 Company, and the Amount thereof shall be a Debt due from the Company to the Crown, 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.

Powers for compulsory Purchases limited.

28. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Works.

29. The Docks shall be completed within Five Years from the passing of this Act, and after the Expiration of such Period all the Powers hereby granted to the Company for the Construction thereof respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same respectively as shall then be completed.

Not to take Lands of Milford Railway Company.

30. Except so far as is necessary for the Purpose of constructing the Docks according to the said Plans, the Company shall not enter upon, take, or use, either temporarily or permanently, any of the Works, Lands, or Property of the *Milford* Railway Company without the previous Consent of that Company in Writing under their Common Seal: Provided always, that the *Milford* Railway Company shall afford to the Company all reasonable Facilities for the Purpose of enabling the Company at their own Expense to effect Communications by means of Shipping Places, Jetties, Coal Staiths, or otherwise between the *Milford* Railway and the East Side of the Wet Dock, and it shall be lawful for the Company to exercise the Powers of this Act in respect of such Property of the *Milford* Railway Company delineated on the said Plans and described in the said Book of Reference as shall be necessary for these Purposes; and if any

Difference

Difference of Opinion shall arise between the Two Companies with respect to the Mode of effecting such Communications, or otherwise with respect to the Mode of giving effect to this Enactment, such Difference shall be settled by Arbitration in the Manner provided by "The Railway Companies Arbitration Act, 1859."

Rates payable on Ships.

31. When and so soon as it shall from Time to Time be certified, under the Hand of an Officer to be appointed by the Board of Trade for that Purpose, that the Company have constructed and so far completed any Portion of the Docks and other Works connected therewith as to afford convenient Accommodation for Vessels, the Company may, although the whole of the Docks shall not then have been completed, demand for every Vessel entering the Wet Dock, and for every Vessel leaving such Dock, and for every Vessel not entering such Dock, but receiving or delivering Passengers or Goods at or upon any Wharf, Quay, or other Work of the like Nature constructed under the Authority of this Act, any Sum for every Ton Measurement of such Vessel not exceeding the Rates mentioned in the Schedule (A.) to this Act annexed, and every such Rate shall be payable by the Master of such Vessel.

Rates on Passengers.

32. When and so soon as any such Certificate as aforesaid shall have been obtained, the Company may demand for every Passenger, including his ordinary Luggage not exceeding Fifty-six Pounds in Weight, embarking or disembarking within Dock, or at or upon or otherwise using any Wharf, Quay, or other Work of the like Nature constructed under the Provisions of this Act, any Sum not exceeding the Sums following; (that is to say,)

Until the Expiration of Ten Years from the opening for public Use of any Wharf, Quay, or other Work or Portion of Docks, as the Case may be, the Sum of Two Shillings and Sixpence:

After the Expiration of that Period, the Sum of One Shilling:

And in respect of the ordinary Luggage of any such Passenger beyond Fifty-six Pounds in Weight the Company may demand any further Sum of Money not exceeding the Rate of Threepence *per* Hundredweight.

Rates on Goods.

33. When and so soon as any such Certificate as aforesaid shall have been obtained, the Company may demand for all Articles and Goods mentioned in the Schedule (B.) to this Act annexed which shall be brought into, or be shipped or unshipped, received or delivered within the Docks, or at or upon any Wharf, Quay, or other like Work as aforesaid, any Sums not exceeding the several Rates in the said Schedule (B.) specified with respect to such Articles and Goods respectively, and as to all such Goods respectively as shall not be mentioned in the said Schedule the Company may demand a Rate

equal

equal to the Rate for the Time being payable in respect of Goods of a similar Nature, Package, and Quality, and every such Rate shall be payable by the Owner of the Articles or Goods.

Rates for the Use of Wharves, Cranes, &c. and for warehousing Goods.

34. When and so soon as any such Certificate as aforesaid shall have been obtained, the Company (in addition to the other Sums which they are by this Act empowered to demand) may demand, receive, and take:

For the Shipment by the Company of Coals, Coke, or Culm by means of Drops or Staiths, or other Shipping Machines or other Machinery to be constructed or provided under the Authority of this Act, any Sum not exceeding Twopence *per* Ton:

For the weighing by the Company of Coals, Coke, or Culm, including the Use of the Weighing Machines to be constructed or provided under the Authority of this Act, any Sum not exceeding One Farthing *per* Ton:

For the Use of the Dry or Graving Dock, or of any Staiths, Drops, Slips, Ways, Cranes, Weighing or Shipping Machines, or other Machinery or Apparatus to be constructed or provided under the Authority of this Act, and also for the Use of the Wharves of the Company (where the same shall be occupied for a longer Period than Forty-eight Hours), and also for the landing, shipping, or moving by the Company of all Goods, Wares, Merchandise, or other Commodities, except Coals, Coke, or Culm herein-before provided for, and of Animals, Cattle, and other Things, and also for and in respect of the warehousing and safe Custody of any Goods, Wares, Merchandise, or other Commodities which shall be warehoused or deposited with or in Custody of the Company, and also for and in respect of any other Machinery, Accommodation, or Services provided or rendered by the Company, such Rates or Sums of Money as may from Time to Time be agreed upon, or as may be usual and reasonable: Provided that such Rates or Sums of Money be at all Times charged equally to all Persons in respect of the same Description of Vessels, and the same Description of Goods, and the same Description of Machinery, Accommodation, or Services.

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

35. All Officers of Customs, being in the Execution of their Duty, shall have free Ingress and Egress into and out of the said Docks and Premises, and through the Gates and Entrances of the same, and may freely pass and repass with their Vessels and Boats through the Locks and Water Communications of the said Wet Dock 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.

Masters of small Vessels to report within Twelve Hours.

36. Within Twelve Hours after the Arrival within the Limits of this Act of any Vessel of less than Three hundred Tons Burden, liable to Rates, the Master of such Vessel shall report such Arrival to the Dock-master, and if he fail to make such Report within the Time aforesaid he shall be liable to a Penalty not exceeding Five Pounds.

Company may maintain Lights, &c.

37. Subject to the Provisions of "The Merchant Shipping Act, 1854," and of any other General Act for the Time being in force, relating to Lights, Buoys, and Beacons, the Company from Time to Time may erect, provide, maintain, and discontinue Lights, Floating Lights, Beacons, Buoys, Mooring and other Landmarks within the Limits of this Act.

Power to appoint Meters and Weighers.

38. The Company may appoint and license a sufficient Number of Persons to be Meters and Weighers within the Limits of this Act.

Appointment of Dock-master.

39. The Company may appoint such Person or Persons as they from Time to Time shall think fit to be and exercise the Duties of Dock-master, and may from Time to Time prescribe the Limits within which the Duties of such Officer shall be exercised, not exceeding the Limits of this Act.

Penalty for casting Ballast within certain Limits.

40. If any Officer of the Company or any other Person under any Pretence whatsoever, and without the Authority or Direction of the Company, save in the Execution of Works properly authorized, and save also so far as is proper for the Execution of such Works, shall cast or unload any Ballast or Rubbish within the Limits of this Act, every Person so offending shall for every such Offence forfeit any Sum not exceeding Ten Pounds.

Byelaws as to Disposal of Ballast.

41. The Company from Time to Time may make, alter, and repeal such Byelaws as they think fit for regulating the Removal and Disposal of all Ballast brought by Vessels entering the Limits of this Act, and for regulating the Supply of Ballast to Vessels within those Limits, so as to prevent Ballast being thrown or allowed to fall overboard within those Limits.

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

42. All Ballast supplied to any Vessel lying within the Limits of this Act, unless such Vessel be lying at any Wharf or Quay, shall be brought in a proper and sufficient Ballast Lighter to the Side of such Vessel, and thence immediately thrown into such Vessel by the Crew or other Persons; and every Person offending against this Enactment shall

shall for every such Offence forfeit any Sum not exceeding Five Pounds.

Penalty for delaying Ballast Lighters, Carts, &c.

43. If the Master or Crew of any Vessel neglect (so as to occasion any unnecessary or unreasonable Delay therein) 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 so delayed.

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

44. If within the Limits of this Act any 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 Harbour, shall discharge, deposit, or take up any Ballast otherwise than as the Company from Time to Time lawfully direct, every such Master shall for every such Offence forfeit any Sum not exceeding Five Pounds.

Penalty for casting Ballast or Rubbish without a Port Sail

45. If within the Limits of this Act any Person cast or unload into or out of any Vessel, or (having the Command of any Vessel) knowingly permit to be cast or unloaded into or out of the same, any Ballast or Rubbish, and such Person have not a Wooden Stage or Port Sail 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 of highest Part of the Wharf 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 Docks or Haven, every such Person so offending shall for every such Offence forfeit any Sum not exceeding Five Pounds.

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

46. If any Owner, Tenant, or Occupier of any Wharf or Quay adjoining the Limits of this Act 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 Five Yards of the Edge of such Wharf or Quay, every person so offending shall for every such Offence forfeit any Sum not exceeding Forty Shillings; and if any such Owner, Tenant, or other Occupier of any such Wharf or Quay shall neglect to remove such Rubbish or Ballast from such Wharf or Quay within Twenty-

four

four Hours after Notice in Writing from the Company to remove the same, the Company may remove all or any Part of such Ballast or Rubbish to such Places as the Company, with the Approval from Time to Time of the Board of Trade, shall think fit, and the Charges of removing the same shall, in addition to any Penalty by this Act imposed on such respective Owner, Tenant, or Occupier, be paid by him, and if not paid on Demand shall be recoverable as a Penalty.

Company may remove Ballast on Default of Parties.

Power to acquire Lands for Deposit of Ballast.

47. The Company may from Time to Time by Agreement purchase or take on Lease for the Deposit or Supply of Ballast any Lands, and any Easements, Rights, and Interests in, over, and affecting the same.

Company to fix Ballast Rates.

48. The Company may from Time to Time fix the Rates to be paid within the Limits of this Act for the Removal of Ballast from and into Vessels, and such Ballast Rates shall be payable by the Master or Owner of every Vessel which discharges or loads any Ballast within the Limits of this Act to the Company in respect of the Vessels into or out of which such Ballast is loaded or discharged, and shall be recoverable by the Company as other Rates in respect of Vessels are by this Act recoverable.

To enable the Milford Railway Company to subscribe and hold Shares in the Undertaking.

49. It shall be lawful for the *Milford* Railway Company, with the Consent of Three Fifths of the Votes of the Proprietors present, in person or by proxy, at any General Meeting specially convened for the Purpose, to acquire, take, and hold Shares in the Undertaking of the Company to any Extent not exceeding Ten thousand Pounds, and for such Purpose to apply any Capital that Company is already authorized to raise which shall not be required for the Purposes of the *Milford* Railway.

Facilities to be afforded for Use of Works, &c. by Milford Railway Company.

50. The Company shall at all Times afford all reasonable and proper Facilities for the User by the *Milford* Railway Company of the Wharves, Landing Places, and Communications executed under the Authority of this Act for the Purposes of Traffic passing or destined to pass between the *Milford* Railway and the Docks, and shall afford all proper and reasonable Facilities and Accommodation for the landing and shipping, Reception and Accommodation, of such Traffic at, within, and upon the Docks; and if any Difference of Opinion shall arise between the Two Companies with respect to such User, Facilities, and Accommodation, or with respect to the Terms and Conditions upon which the same are to be provided and afforded, or otherwise with respect to the Mode of giving effect to this Enactment,

ment, such Difference shall be settled by Arbitration in the Manner provided by "The Railway Companies Arbitration Act, 1859;" but nothing herein contained shall authorize the *Milford* Railway Company to make alongside or upon the Dock any Wharves or Landing Places or Communications with the Docks without the Consent of the Company.

Power for the Company and the Milford Railway Company and the Great Western Railway Company to enter into Arrangements.

51. The Company on the one hand, and the *Milford* Railway Company and the *Great Western* Railway Company, or either of them, on the other hand, may from Time to Time (with the Consent herein-after required) enter into any Agreement with respect to the following Purposes, or any of them; (that is to say,)

The Use and Occupation by the *Milford* Railway Company and *Great Western* Railway Company, or either of them, of any Part of the Docks, or of any Wharf or other Works and Conveniences belonging thereto:

The Use by the Company of any Part of the Undertaking of the *Milford* Railway Company:

The Division and Appropriation of the Revenues of the Undertakings comprised in such Agreement.

For Protection of Great Western Railway Company.

52. Provided always, That during the Subsistence of any Contract or Agreement under which the *Great Western* Railway Company now are using or working or may hereafter use or work the *Milford* Railway, no Agreement made in virtue of this Enactment between the Company and the *Milford* Railway Company with respect to any such Use or Occupation as is hereby authorized shall have any Force or Effect which may prejudicially affect the *Great Western* Railway Company as such Occupiers or Users of the *Milford* Railway, unless and until the *Great Western* Railway Company shall have expressed in Writing under their Common Seal their Consent thereto.

Appointment of Joint Committee for carrying the Arrangements into effect.

53. The Companies Parties to any such Agreement as aforesaid may appoint a Joint Committee composed of such Number of Directors of the Companies as the Companies may think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the Companies respectively as may be necessary for carrying into effect the Purposes of such Agreement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them in like Manner as the same might have been had

had and exercised by the Companies respectively, or their respective Directors.

Duration of Agreements.

54. Any Agreement which under the Authority of this Act may be so entered into shall be and continue for such a Term or Period as shall be mutually agreed upon between the said Companies, but no such Agreement shall have any Operation until the same shall have been approved of by the Board of Trade, and no such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies, or either of them, Parties thereto, shall for the Time being be respectively authorized and entitled to demand and receive from any other Company or Person, but all other Companies and Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railway or Works to which the Agreement may relate upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered into: Provided always, that the said Board shall not approve any such Agreement without being satisfied that the same has been duly assented to by the Shareholders of the respective Companies, Parties thereto, in Special Meeting assembled for that Purpose, as by this Act required: Provided also, that if at the Expiration of Ten Years after the making of any such Agreement, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of such Agreement in such Manner as the Board of Trade may think necessary for removing the public Injury, and such Agreement shall be modified accordingly.

Agreements may be renewed with the Approval of the Board of Trade.

55. At the Expiration or other sooner Determination of any such Agreement as aforesaid the Company and the *Milford* Railway Company and the *Great Western* Railway Company, or either of them, with the Consent in Special Meeting of the Shareholders of each Company Party thereto respectively, and subject to the Approval of the Board of Trade, may enter into a further Agreement for all or any of the Purposes aforesaid: Provided that before such Companies respectively shall enter into any such further Agreement as aforesaid they shall give Notice of their Intention so to do by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Two successive Weeks in some Newspaper published or circulating in the County in which the Railway, Docks, or Works to which the Contract relates is situate, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Agreement, and desiring to object thereto,

thereto, may bring such Objections before the Board of Trade, and no such Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade; and provided further, that any such Agreement during the Subsistence thereof shall, after such Notice as aforesaid, be subject to the Revision of the Board of Trade on the Expiration of every Ten Years, as by this Act provided in regard to the First Agreement between the Companies respectively.

Agreements inoperative until approved by Meeting of Shareholders. Meeting how to be convened.

56. No such Agreement shall have any Effect unless the same shall have been approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at a Meeting of each Company, Party thereto; and every such Meeting shall be convened by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of each Company, Party thereto, shall be situate.

Agreements may be varied or rescinded.

57. Any such Agreement may be varied or determined by Consent of the Parties thereto, but any such Variation or Determination shall not operate or take effect until approved by such Majority as herein-before mentioned of the Shareholders in each Company and by the Board of Trade, in the Manner herein-before provided in the Case of any such further Agreement, Notice of such intended Variation being also given previously to such Approval in manner aforesaid.

Reservation of Merchant Shipping Acts and General Acts.

58. Nothing in this Act contained shall exempt the Docks and the Works connected therewith by this Act authorized or the Company from the Provisions of "The Merchant Shipping Law Amendment Act, 1853," "The Merchant Shipping Act, 1854," or any General Act relating to Docks or Dues on Shipping or on Goods carried in Ships, or Lights, Buoys, and Beacons, or the Powers, Rights, Privileges, or Jurisdiction of the General Lighthouse Authorities, now in force or which shall be passed during the present or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the Dock Rates or Duties by this Act authorized.

Provisions of 30 G. 3. c. 55. not to restrain or impede the Exercise of the Provi-

59. The Powers and Provisions of an Act passed in the Thirtieth Year of His late Majesty King *George* the Third, intituled *An Act to enable Sir* William Hamilton *Knight of the Most Honourable Order of the Bath, his Heirs and Assigns, to make and provide Quays, Docks, Piers, and other Erections, and to establish a Market, with proper Roads*

sions of this Act.

Roads and Avenues thereto respectively, within the Manor or Lordship of Hubberston Pill *in the County of* Pembroke, shall not in any Manner be so used or exercised as to lessen, restrain, impede, or qualify the Exercise of the Powers and Provisions of this Act; nevertheless the Honourable *R. F. Greville*, as the Heir of the said Sir *William Hamilton*, shall be entitled to Compensation under the Provisions of the "Lands Clauses Consolidation Act, 1845," for any Loss or Diminution of the Amount of Dues and Payments now received by him under that Act to be occasioned by the Execution of the Works authorized by this Act.

For Protection of Milford Improvement Commissioners.

60. Nothing in this Act contained shall authorize the Company to take or use the Bridge, Land, and Property on the deposited Plan numbered respectively 32, 33, and 34 in the Parish of *Stainton*, and 79 and 83A in the Parish of *Hubberston*, without the Consent of the *Milford* Improvement Commissioners first had and obtained; and the Company shall not, with such Consent, remove or interfere with the public Use of such Bridge without making and opening to the Public some other Bridge across the said Pill equally convenient, and subject to no higher Tolls than those of the present Bridge authorized by the "*Milford* Improvement Act, 1857."

Public not to use Docks as a public Way.

61. Any Person (other than Persons having Employment or Business within the said Docks) who shall use any Part of the Docks and Works hereby authorized as a public Way between *Milford* and *Hakin* shall be liable to the Penalty imposed by the "*Milford* Improvement Act, 1857," for evading Payment of the Tolls of the Bridges in that Act mentioned, such Penalty to be recovered and awarded as therein provided.

Saving Rights of the Crown.

62. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature, belonging to or enjoyed or exerciseable by 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), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs and Successors.

63. All

Expenses of Act.

63. All the Costs, Charges, and Expenses of and attending the passing of this Act, or incidental thereto, shall be paid by the Company.

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Tonnage Rates on Shipping.

First Class.

	s.	d.
Vessels with Cargoes from any Port in the United Kingdom, Isle of Man, Jersey, Guernsey, Alderney, &c., with Liberty to reload for any Port, under Seventy Tons Register or Measurement, as the Case may be, per Register Ton - - - - -	0	2
Seventy Tons and upwards, per Register Ton - - -	0	3
Rent after Three Weeks from Date of Entrance, per Ton per Week -	0	1
If with Part of Cargo, for every Ton of Goods delivered - -	0	3
Rent after One Week from Date of Entrance, per Ton per Week -	0	1

Second Class.

Vessels with Cargoes from any Port in Europe between the North Cape and Ushant, with Liberty to reload for any Port, per Register Ton - - - - - - - -	0	5
Rent after Three Weeks from Date of Entrance, per Ton per Week -	0	1
If with Part of a Cargo, for every Ton of Goods delivered - -	0	5
Rent after One Week from Date of Entrance, per Ton per Week -	0	1

Third Class.

Vessels with Cargoes from any Port in Europe and the Mediterranean, with Liberty to reload for any Port, per Register Ton - -	0	7
Rent after Three Weeks from Date of Entrance, per Ton per Week -	0	1
If with Part of a Cargo, for every Ton of Goods delivered - -	0	7
Rent after One Week from Date of Entrance, per Ton per Week -	0	1

Fourth Class.

Vessels with Cargoes from any Port or Place in Africa between the Straits of Gibraltar and the Cape of Good Hope, or from the Canaries, Cape de Verd Islands, or St. Helena, with Liberty to reload for any Port, per Register Ton - - - -	0	10
Rent after Four Weeks from Date of Entrance, per Ton per Week -	0	1
If with Part of a Cargo, for every Ton of Goods delivered -	0	10
Rent after One Week from Date of Entrance, per Ton per Week -	0	1

Fifth Class.

	s.	d.
Vessels with Cargoes from all other Foreign Ports or Places whatsoever, with Liberty to reload for any Port or Place, per Register Ton - - - - - - - - -	1	0
Rent after Five Weeks from Date of Entrance, per Ton per Week -	0	1
If with Part of a Cargo, for every Ton of Goods delivered - -	1	0
Rent after One Week from Date of Entrance, per Ton per Week -	0	1

Sixth Class.

Vessels entering the Basin or Dock light or in Ballast, to lie up, per Register Ton - - - - - - - -	0	6
Vessels entering the Basin or Dock with Cargoes or Parts of Cargoes, to lie up, per Register Ton - - - - - -	0	10
Rent after Four Weeks from Date of Entrance, per Ton per Week -	0	1
New Ships fitting out, and Ships repairing, per Register Ton per Week - - - - - - - -	0	1
(If afterwards loading out, to pay Rates according to their Ports of Destination.)		

STEAM VESSELS.

Paddle Steam Vessels entering the Basin or Dock to be charged double the above Rates.

Screw Steam Vessels so entering to be charged an Increase of Fifty per Cent. upon the above Rates.

Vessels entering to load not having discharged their Cargoes in the Dock to pay the same Tonnage Rates and Rent as Vessels entering with Cargoes from the Ports or Places to which they are destined.

Vessels loading only Part of a Cargo to pay on the Tonnage taken on board according to the Rates per Register Ton to the Ports to which they are destined.

Vessels which shall enter laden, and depart without breaking Bulk, or which shall discharge and reload and depart with the same Cargo, per Register Ton or Measurement, as the Case may be - -	0	6
Rent after Twenty-one Days from Date of Entrance, per Ton per Week - - - - - - - - -	0	2

For every Ship, Barge, Keel Boat, Craft, Lighter, or other Vessel which shall enter the Basin or Dock for the Purpose of unloading from or discharging Goods, Wares, or other Merchandise on board of any Ship, Barge, Keel Boat, Craft, Lighter, or other Vessel being within the said Dock or Basin, such and the like Rates and Duties upon the Goods so discharged or loaded as are taken for Wharfage Rates on Goods landed or loaded.

TIMBER.

When discharged into the Water with Four Days Privilege, after which a Due per Load - - - - - - - -	0	3
And Rent per Ton per Week - - - - - - - -	0	2

LANDING CHARGES.

	s.	d.
Timber landed for immediate Removal, including Cranage Dues and Labour, per Load	1	0
„ and loaded into Waggons for Ditto, per Load	1	3
„ to remain on the Quays, per Load	1	6
With Rent at the Rate per Load per Week	0	2

COALS.

Discharged from Ships and deposited on the Company's Premises, Landing Rate per Ton	0	2
And Rent per Ton per Week	0	1

SCHEDULE (B.)

TABLE OF WHARFAGE RATES.

Almonds, per Ton	3	0
Ashes, per Ton	1	0
Alum, per Ton	1	0
Apples, per Hogshead	0	9
Argol, per Ton	2	3
Brass Wire, per Ton	2	0
Bricks and Tiles, per 1,000	0	9
„ „ Paving or Malt-kiln, per 100	0	4
„ „ Fire, per 1,000	1	2
Barilla, per Ton	1	2
Brimstone, per Ton	1	6
Bristles, per Ton	1	6
Beer, per Butt	0	7
Bark, per Ton	3	0
Bones, per Ton	2	0
Butter, per Ton	2	0
Burr Stones, per 100	0	8
Carriages, each	3	0
Cotton, per Bag	0	6
Copper Ore, per Ton	0	6
Copper and Brass, per Ton	1	6
„ „ Nails, Wrought Copper and Brass	2	0
Coals, per Ton	0	$2\frac{1}{2}$
Coke, Cinders, Culm, per Ton	0	$2\frac{1}{2}$
Corn, per Quarter	0	$2\frac{1}{2}$
Cheese, per Ton	2	0
Cork Wood, per Ton	2	3
Crates, large	0	9
„ small	0	6
Carboys, Drugs	0	6

The Hubberston Docks Act, 1864.

	s.	d.
Cement, per Ton	2	6
Cattle, each	2	0
Coffee, per Ton	2	0
Cordage, per Ton	1	9
Chicory, per Ton	2	6
Cranberries, per Keg	0	4
Fruit, per Ton	1	2
Flour, per 2½ Cwt. Sack	0	2½
Flax, per Ton	2	0
Fustic, per Ton	1	6
Fish, cured, per Ton	2	6
Guano, per Ton	1	0
Glass, per Hogshead	1	6
„ per Crate	0	8
Grease, per Ton	2	0
Grindstones and Millstones, per Chal.	0	5
Hemp, per Ton	1	9
Hops, per Bag	0	4
Horses, Asses, Mules, &c., each	2	6
Hides and Skins, per Ton	3	0
Hoofs and Horns, per Ton	2	0
Iron, Bar, Bolt, Pig, Shot, Cast, and Gun Carriages, per Ton	0	8
„ broken Ballast or Bushel, per Ton	0	5
„ Ore, per Ton	0	3
„ Hoops, per Ton	2	0
„ manufactured, per Ton	1	6
Kelp, per Ton	1	0
Lead or sheet Lead, per Ton	1	2
„ Ore, per Ton	0	6
„ White or Red, per Ton	2	0
Linseed, per Quarter	0	4
Limestone or Lime, per Ton	0	4
Leather, per Cwt.	0	4
Logwood, per Ton	1	6
Marble, per Ton	2	0
„ above 5 Tons (if in One Block), per Ton	5	0
Molasses, per Ton	1	0
Mats, per 120	0	5
Manganese, per Ton	2	0
Nitrate of Soda, per Ton	1	0
Oil, per Ton	1	6
Oil Cake, per Ton	1	0
Oranges and Lemons, per Chest	0	3
Onions, per 3 Bushels	0	3
Paint and Colours, per Ton	1	8
Pepper, per Ton	2	6
Pork or Beef, per Barrel	0	3
Potatoes, per Ton	1	2
Rags, per Ton	1	6
Rice, per Ton	1	6

	s.	d.
Rope, old, per Ton	2	0
Rape Seed, per Quarter	0	4
Salt, per Ton	0	6
Saltpetre, per Ton	2	0
Seed, Clover, per Ton	2	6
Slate, per Ton	0	8
Spirits and Wines, per Pipe	1	0
Soap, per Ton	2	0
Sugar, Raw, per Ton	1	3
„ Refined, per Ton	2	0
Seal Skins, per 100	0	8
Sheep and Swine, each	1	3
Shumac, per Ton	3	0
Tallow, per Ton	1	6
Tea, per Chest	0	6
„ per Half Chest	0	4
Tiles, Draining, per 1,000	1	3
Tin, per Ton	2	0
Tobacco, per Hogshead	1	0
Turpentine, per Barrel	0	1½
Tar and Pitch, per Barrel	0	1½
Toys, per Vat	1	3
Valonia, per Ton	3	0
Whiting, per Ton	1	0
Wood, Dyers, per Ton	2	6
„ Furniture, per Ton	1	3
„ Deals, per Load, 50 Feet	1	0
„ Timber, Fir	0	9
„ Oak	1	6
„ Staves	1	0
Water, Mineral, per Hamper	0	4
Wool, per Cwt.	0	3
Yarn, per Ton	2	0
Yeast, per Puncheon	0	9
Zinc, manufactured, per Cwt.	0	1

And so on in proportion for any greater or less Quantities.

And for every other Description of Article, Goods, Ware, or Merchandise not enumerated above, a reasonable Charge.

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