ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. clxv.

An Act for making Docks at *Seabrook*, and for constructing a Pier and other Works in connexion therewith; and for other Purposes.

[25th *July* 1867.]

WHEREAS the making of Docks at *Seabrook* on the North Side of *Hythe* Bay in the County of *Kent*, with a Pier and Works in connexion therewith, would be of great public and local Advantage: And whereas Plans and Sections of the intended Works showing the Line and Levels thereof respectively, and the Lands in or through which the same are intended to pass or be made, or which will be required for the Purposes of this Act, together with a Book of Reference to the said Plans, have been deposited with the Clerk of the Peace for the County of *Kent*: And whereas it is expedient that a Company should be incorporated for the Purposes of carrying out the Undertaking, and it is also expedient that the Company and the *Elham Valley* Railway Company should be authorized to enter into Working Agreements: And whereas the Purposes aforesaid cannot be accomplished 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

The Seabrook Harbour and Docks Act, 1867.

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. This Act may be cited for all Purposes as "The *Seabrook* Harbour and Docks Act, 1867."

8 & 9 Vict. cc. 16. & 18., 10 & 11 Vict. c. 27., 23 & 24 Vict. c. 160., and 26 & 27 Vict. c. 92. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Harbours, Docks, and Piers Clauses Act, 1847," and the following Sections of "The Railways Clauses Act, 1863," (that is to say,) Section 13, "Lights on Works," Section 18, "Abatement of Works abandoned or decayed," and Section 19, "Survey of Works by Board of Trade," are (except where expressly varied by this Act) incorporated with and form Part of this Act; and in interpreting those Sections of the last-mentioned Act the Words "Work" and "Railway" shall be taken to mean the Docks, Piers, and Works authorized by this Act: Provided that Sections 16 to 19, both inclusive, of "The Harbours, Docks, and Piers Clauses Act, 1847," shall not be in force for the Purposes of this Act until the Board of Trade shall require the Company to carry into execution and observe the said Sections.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by this Act or by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction:

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

The Expression "the Undertaking" shall mean the Undertaking by this Act authorized:

The Expressions "the Dock" and "the Works" shall mean the Sea Wall, Piers, Docks, and Embankment, and other Works connected therewith;

The Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Company incorporated.

4. *William Alexander Mackinnon*, *Joseph Yeoman*, and *Edward Bannister Callow*, Subscribers to the Undertaking, and all other Persons and Corporations who have already subscribed or shall subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for

for the Purpose of executing, making, and maintaining the Works authorized by and for the other Purposes of this Act, and for these Purposes shall be incorporated by the Name of "the *Seabrook* Harbour and Dock Company," and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes of this Act: Provided nothing in this Act contained shall authorize the Company to take any Lands belonging to the *Elham Valley* Railway Company.

Power to execute Works according to deposited Plans.

5. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Works herein-after described, with all proper Works and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Book of Reference as may be required for that Purpose. The Works herein-before referred to and authorized by this Act are,—

(1.) A Sea Wall commencing on Ground belonging to the Corporation of the Borough and Cinque Port of *Hythe* at a Point about Two hundred Yards West of *Fort Twiss* and extending Easterly, and terminating at a Point at the Extremity of the Land belonging to Her Majesty's Secretary of State for War, and opposite the Royal Military Hospital at *Shorncliffe Camp*:

(2.) A Pier commencing near the Site of *Fort Twiss* and proceeding Six hundred Yards seaward in a Southerly Direction, and curving inwards towards the Termination:

(3.) A Wet Dock and a Graving Dock on the Lands situated between the said intended Sea Wall and the Road leading from the Borough and Cinque Port of *Hythe* to *Sandgate* and *Folkestone*, and adjoining and behind the said Sea Wall, with Passages through the said Sea Wall for admitting Vessels to said Docks:

And the Company may also erect, construct, and maintain all proper Shipping and Landing Places, Wharfs, Staiths, Jetties, Tipping Places, Timber Gearing Cranes, Drops, Sidings, Stations, Approaches, Dolphins, Guide Piles, Buoys, Lights, Beacons, Moorings, Mooring Posts, and other Works and Conveniences in connexion with and for the better Use and Occupation of the Dock and Works, and may from Time to Time alter, remove, renew, and replace any such Works and Conveniences.

Works may be deviated to the Extent shown on Plan.

6. Subject to the Provisions of "The Harbours, Docks, and Piers Clauses Act, 1847," and of this Act, the Company may in constructing the Works by this Act authorized deviate to the Extent of the Limits of

of Deviation respectively marked upon the deposited Plans, and may deviate from the Levels thereof as shown on the deposited Sections to the Extent of Five Feet.

Capital.

7. The Capital of the Company shall be Seven hundred and fifty thousand Pounds, in Seventy-five thousand Shares of Ten Pounds.

Shares not to issue until One Fifth paid up.

8. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Calls.

9. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Two Thirds of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Power to divide Shares.

10. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present in person or by proxy at a General Meeting of the Company specially convened for the Purpose, may from Time to Time divide any Share in their Capital into Half Shares, of which one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share:" Provided always, that the Company shall not divide any Share under the Authority of this Act unless and until not less than Sixty *per Centum* upon such Share has been paid up; and upon every such Division Fifty *per Centum* upon the entire Share shall be carried to the Credit of the Deferred Half Share (being the whole Amount payable thereon), and the Residue to the Credit of the Preferred Half Share.

Dividends on Half Shares.

11. The Dividend which would from Time to Time be payable on any divided Share if the same had continued an entire Share shall be applied in Payment of Dividends on the Two Half Shares in manner following; (that is to say,) first, in Payment of Dividend after such Rate not exceeding Six Pounds *per Centum per Annum* as shall be determined at a General Meeting of the Company specially convened for the Purpose on the Amount for the Time being paid up on the Preferred Half Share, and the Remainder, if any, in Payment of Dividend on the Deferred Half Share; and the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would have from Time to Time been payable on the entire Share if the same had not been divided.

Dividend on Preferred Shares to be paid out of

12. Each Preferred Half Share shall be entitled out of the Profits of each Year to the Dividend which may have been attached to it by the Company as aforesaid in priority to the Deferred Half Share bearing

bearing the same Number; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of Dividend on any Preferred Half Share for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company. the Profits of the Year only.

13. Forthwith after the Creation of any Half Shares the same shall be registered by the Directors, and each Half Share shall bear the same Number as the Number of the entire Share Certificate in respect of which it was issued, and the Directors shall issue Certificates of the Half Shares accordingly, and shall cause an Entry to be made in the Register of the entire Shares of the Conversion thereof: Provided always, that the Directors shall not be bound to issue a Certificate of any Half Share until the Certificate of the existing Share be delivered to them to be cancelled, unless it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any Certificate being so delivered up the Directors shall cancel it. Half Shares to be registered and Certificates issued.

14. The Terms and Conditions on which any Preferred Half Share or Deferred Half Share created under this Act is issued shall be stated on the Certificate of each such Half Share. Terms of Issue to be stated in Certificates.

15. The Provisions of "The Companies Clauses Act, 1845," with respect to the Forfeiture of Shares for Nonpayment of Calls, shall apply to all Preferred Half Shares to be created under the Authority of this Act, and every such Preferred Half Share shall for that Purpose be considered a whole Share, distinct from the corresponding Deferred Half Share: Provided always, that until any forfeited Preferred Half Share shall be sold by the Directors of the Company, all Dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards Payment of any Expenses attending the Declaration of Forfeiture thereof, and of the Arrears of Calls for the Time being due thereon, with Interest. Forfeiture of Preferred Shares.

16. No Preferred Half Share created under the Authority of this Act shall be cancelled or be surrendered to the Company. Preferred Shares not to be cancelled or surrendered.

17. The several Half Shares under this Act shall be Half Shares in the Capital of the Company, and every Two Preferred or Deferred Half Shares held by the same Person shall confer such Right of voting at Meetings of the Company, and (subject to the Provisions hereinbefore contained) shall confer and have all such other Rights, Qualifications, Privileges, Liabilities, and Incidents, as attach and are incident to an entire Share. Half Shares to be Half Shares in Capital.

18. The Company may from Time to Time borrow on Mortgage any Sum not exceeding in the whole Two hundred and forty thousand Pounds, Power to borrow on Mortgage.

Pounds, but no Part thereof shall be borrowed until the whole Capital of Seven hundred and fifty thousand Pounds is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Arrears may be enforced by Appointment of a Receiver.

19. The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages, by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Ten thousand Pounds.

Monies borrowed on Mortgage to have Priority.

20. All Monies borrowed on Mortgage under this Act from the Time when the same shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts incurred or to be incurred or Engagements entered into or to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim against the Company or their Property in respect of any Rentcharge to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Acts Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect the Lien of any Vendor for the unpaid Purchase Money of any Land taken by the Company for the Purposes of the Undertaking, or injuriously affected by the Construction thereof, or by the Exercise of any of the Powers by this Act conferred on the Company.

Application of Monies.

21. All Monies raised under this Act, whether by Shares or borrowing, shall be applied for the Purposes of this Act only.

First Ordinary Meeting.

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

23. The

Number of Directors.

23. The Number of Directors shall not be more than Ten for Construction, to be reduced to Six on Completion of Works, nor at any Time less than Five.

Qualification of Directors.

24. The Qualification of a Director shall be the Possession in his own Right of not less than Fifty Shares.

Quorum.

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

First Directors.

26. Sir *Edwin Pearson*, *Samuel Trickett*, *Samuel Crosse*, *William Neal*, and *Robert Samuel North* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting held after the passing of this Act; at that Meeting the Shareholders present in person or by proxy may either continue in Office the Directors appointed by this Act, or any of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election, and may appoint additional Directors, but not so as to exceed the Number by this Act authorized: and at the First Ordinary Meeting to be held in every Year after the First Ordinary Meeting the Shareholders present in person or by proxy shall (subject to the Power herein-before contained for reducing the Number of Directors) 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 same Act.

Newspaper for Advertisements.

27. 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 *Kent*.

Land for extraordinary Purposes.

28. The Company may for the extraordinary Purposes of their Undertaking purchase by Agreement any Quantity of Land not exceeding Seven Acres.

Power to Company to purchase or lease Lands by Agreement.

29. The Company may, for the Purpose of getting Materials for the Construction of the Works, purchase by Agreement all the Land bounded by the intended Sea Wall before described, from the Commencement to the Termination thereof, and extending backwards and Northwards for a Distance of Six hundred Yards or thereby from the High-water Mark between the Extremities of the said Sea Wall, and the Company may sell or otherwise dispose of the same as they may think fit.

30. The

Power to Company to acquire by Agreement the Royal Military Canal.

30. The Company may purchase or lease by Agreement from the Secretary of State for War the Canal known as the *Royal Military* Canal, and all Rights connected therewith, and the Company after acquiring the same may dispose of and use the same as they may think fit.

Powers for compulsory Purchases limited.

31. 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.

32. After the Expiration of Seven Years from the passing of this Act all the Powers hereby granted to the Company for executing the Works defined on the deposited Plans shall cease to be exercised, except as to so much of the same respectively as shall then be completed.

Power to dredge near the Dock.

33. The Company shall have full Power and Authority from Time to Time to enter on and dredge, scour, and deepen the Bed and Soil of the Sea opposite or near to the Dock and other Works as may be necessary or convenient for the Purpose of facilitating and improving the Access to the same, and to provide and use Dredge Boats, Machinery, and Apparatus for those Purposes.

Rates payable on Ships as in Sched. (A.)

34. 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 Dock or Pier or other Works connected therewith as to afford convenient Accommodation for Vessels, the Company may, although the whole of the Dock shall not then have been completed, demand for every Vessel entering the 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 Pier, 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.

35. 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 One hundred and twelve Pounds in Weight, embarking or disembarking within the Dock, or at or upon or otherwise using any Pier, 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

Until the Expiration of Ten Years from the opening for public Use of any Pier, Wharf, Quay, or other Work or Portion of Dock, 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 One hundred and twelve Pounds in Weight the Company may demand any further Sum of Money not exceeding the Rate of Threepence *per* Hundredweight.

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 Harbour-master, and if he fail to make such Report within the Time aforesaid he shall be liable to a Penalty not exceeding Ten Pounds.

Company may maintain Lights, &c.

37. Subject to the Provisions of "The Merchant Shipping Act, 1854," and of any other 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 like Works and Conveniences 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 and Limits of Jurisdiction.

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 the Limits within which the Duties of such Officer shall be exercised, and which Limits are in this Act referred to as the Limits of this Act, are the Docks and other Works and Property of the Company, and a Distance in all Directions in the Sea of Five hundred Yards from any Part of the Dock and Pier or Works.

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: Provided always, that for the Purposes of this Section the Limits of this Act may be enlarged to such Extent as the Board of Trade from Time to Time direct.

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

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 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, 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 or highest Part of the Pier, 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 Dock, 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

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

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 Offence forfeit any Sum not exceeding Forty Shillings; and if any Owner or 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 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.

remain near Edge of Wharf.

Company may remove Ballast on Default of Parties.

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

Power to acquire Lands for Deposit of Ballast.

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.

Company to fix Ballast Rates.

49. The Company (in addition to the other Sums which they are by this Act authorized to demand) may demand, receive, and take for the Use of Moorings, Mooring Buoys, and other Mooring Tackle and Apparatus provided by the Company any Sum not exceeding the following; (that is to say,)

Mooring Rates.

For any Period not exceeding Fourteen Days, One Halfpenny *per* Ton:

For any Period after the first Fourteen Days, One Farthing *per* Ton for every Week of Seven Days or any Fraction of a Week.

50. The Company may from Time to Time build, purchase, or hire, and may maintain, use, and let, Steam Tugs or other Power for the better Navigation of the Dock and Works, and for the Use and Accommodation of Vessels frequenting the same, and they may supply Water to Vessels using the Dock, and they may make such reasonable Charges for or in respect of the Use of such Steam Tugs or other Power and for such Water as they from Time to Time think fit.

Company may provide Steam Tugs and Water for Vessels.

51. The

Company may dispose of Materials dredged, &c.

51. The Company, subject to the Provisions of this Act, may use or sell and dispose of in such Manner as they think proper the Rock, Stones, Gravel, Sand, Soil, and other Materials dug or dredged by them in the Execution and maintaining of their Works.

Powers to erect and maintain an Electric Telegraph.

52. The Company may by Agreement acquire a Site for the Erection of a Telegraphic Station at or near the Lighthouse at *Dungeness* in *Dengebeach*, and may also by Agreement erect and maintain a Telegraph from thence through the Parishes of *Lydd*, *New Romney*, *St. Mary's Dymchurch*, *West Hythe*, *St. Leonard's Hythe*, *Newington next Hythe*, and *Cheriton*, to the Works hereby authorized, and the Company may make such reasonable Charge for or in respect of the Use of the said Electric Telegraph as they may from Time to Time think fit.

Rates for Use of Graving Dock.

53. For the Use of any Dry or Graving Dock the Company may make such reasonable Charge as they may from Time to Time think fit.

Corporation of Hythe not to levy Tolls at Company's Works.

54. The Corporation of the Borough and Cinque Port of *Hythe* shall have no Right to levy any Toll, Rates, or Dues upon any Vessels or Goods of any Description whatsoever that shall enter, be imported into, or exported from any of the Company's Works within the Limits of this Act: Provided nothing contained in this Enactment shall take away any Right which the said Corporation at present possesses to levy any Tolls, Rates, or Dues within the Limits of this Act until the Company have procured the Certificate under the Hand of an Officer to be appointed by the Board of Trade, as herein-before mentioned, that the Company have constructed and so far completed any Part of the Works hereby authorized so as to afford Accommodation for Vessels.

Company and Elham Valley Railway Company may enter into Agreements.

55. The Company and the *Elham Valley* Railway Company may enter into Agreements with each other for the Formation of Junctions between the said Railway and any Sidings on the Lands of the Companies for the Purposes of the Dock and Works, and they may also enter into Agreements for the Management, Working, and Use of the Dock and Works, and for the Collection, Division, and Apportionment of the Tolls, Rates, and Duties arising on their Undertakings.

Saving Rights of the Crown in the Foreshore.

56. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the Company to take, use, or in any Manner interfere with any Portion of the Shore or Bed of the Sea, or any Right in respect thereof, belonging to the Queen's most Excellent Majesty in right of Her Crown, the Management of which is vested in the Board of Trade, without the previous Consent in Writing of the

the Board of Trade on behalf of Her Majesty (which Consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend 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 the Rights of the Crown.

57. Nothing contained in this Act, or to be done under the Authority thereof, shall in any Manner affect the Title to any of the Subjects, or any Rights, Powers, or Authorities mentioned in or reserved by Sections 21 and 22 of "The Crown Lands Act, 1866," or shall divest, alter, or affect any other Estate, Right, or Interest belonging to the Queen's most Excellent Majesty, Her Heirs or Successors.

Harbour, &c. not exempt from Provision of General Acts.

58. Nothing in this Act shall be deemed or construed to exempt the Harbour and Works by this Act authorized from the Provisions of the "Merchant Shipping Act, 1854," and of any Act amending that Act, or of any present or future General Act relating to Harbours, or to Dues on Shipping or Goods carried in Ships, or to Lights, Buoys, and Beacons, or from the Rights, Powers, and Privileges of the general Lighthouse Authorities, or from the Revision and Alteration, under the Authority of Parliament, of the Rates authorized by this Act.

Expenses of Act.

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

SCHEDULES referred to in the foregoing Act.

SCHEDULE (A.)

Tonnage Rates on Shipping.

	s.	d.
First Class.		
Vessels with Cargoes from any Part of the United Kingdom, Isle of Man, Jersey, Guernsey, Alderney, &c., with Liberty to reload for any Port, under One hundred Tons Register or Measurement, as the Case may be, per Register Ton - - - - - -	0	3
One hundred Tons and upwards, per Register Ton - - -	0	4
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	4
Lent 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	6
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	6
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	8
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	6
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.		
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

	s.	d.
Sixth Class.		
Vessels entering the Dock in Ballast and without Cargoes, per Register Ton - - - - - - -	0	3
Vessels entering the Dock light or in Ballast, to lie up, per Register Ton - - - - - - - -	0	6
Vessels entering the Dock with Cargoes or Parts of Cargoes, to lie up, per Register Ton - - - - - - -	0	8
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.		
Steam Vessels entering the Dock to be charged an Increase of 50 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 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, 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 Privileges, after which a Due per Load - - - - -	0	3
And Rent per Load per Week - - - - -	0	2
LANDING CHARGES.		
Timber landed for immediate Removal, including Cranage Dues and Labour, per Load - - - - - - -	1	0
Timber landed and loaded into Waggons for immediate Removal, per Load - - - - - - - -	1	3
Timber landed 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.	*s.*	*d.*
Ale, Beer, and Porter, per Hogshead	0	6
Ale (Bottled), per Barrel	0	4
Ditto, per Dozen Bottles	0	1
Anchors, per Cwt.	0	9
Anchor Stock, per Foot run	0	2
Bark, per Ton	2	0
Bedding, per Bundle	0	3
Beef or Pork, per Cwt.	0	3
Ditto, per Barrel	0	6
Biscuit or Bread, per Cwt.	0	3
Blubber, per Ton of 252 Gallons	3	0
Bones and Bone Dust, per Ton	1	6
Bottles, per Gross	0	9
Bricks, per Thousand	1	6
Butter and Lard, per Barrel	0	6
Ditto, per Firkin	0	3
Cables, Iron or Hempen, per Ton	3	0
Canvas, per Bolt	0	1
Casks:		
(Empty), not being returned Packages, per Puncheon	0	3
Other Casks in proportion.		
Cattle:		
Bulls, Cows, and Oxen, each	3	0
Calves, each	1	0
Horses, each	4	0
Pigs, each	0	6
Sheep, each	0	6
Chalk, per Ton	0	3
Cheese, per Cwt.	0	4
Chimney Pots, each	0	3
Clay, per Ton	0	6
Cloth, Haberdashery, &c., per Package, not exceeding 1 Cwt.	0	6
Carriages:		
Chaises and other Four-wheeled Carriages, each	7	6
Gigs, Carts, and other Two-wheeled Carriages, each	5	0
Hand Carts and Perambulators, each	1	0
Coals, per Ton	1	0
Copper, per Ton	3	0
Cordage, per Cwt.	0	3
Cork, per Cwt.	0	6
Corpse, each	20	0
Crystal, per Box or Packet	0	6
Dogs, each	0	6
Drugs (in Casks, Hampers, or Boxes), per Foot	0	2
Earthenware (in Crates), per Foot	0	1
Eggs, per Box	0	3
Fish:		
Dried and Salted, per Cwt.	0	3
Fresh (not enumerated), per Cwt.	0	2

	s.	*d.*
Flax, per Ton	2	0
Flints, per Ton	0	6
Flour and Meal, per Sack	0	4
Ditto, per Barrel	0	3
Fruit, per Bushel or Sieve	0	4
Furniture (Household), per Five Cube Feet	0	4
Glass, per large Crate	1	6
Ditto, per small ditto or Case	1	0
Ditto, per Box	0	6
Grains and Seeds, per Quarter	0	6
Groceries (not enumerated), per Cwt.	0	6
Guano, per Ton	1	6
Gunpowder, per Barrel or Keg	0	6
Hams, Bacon, or Tongues, per Cwt.	0	4
Hardware, per Ton	2	6
Hares and Rabbits, per Dozen	0	4
Hay, per Ton	1	6
Ditto, per Truss	0	2
Hemp, per Ton	2	0
Herrings (Fresh), per Thousand	0	3
Ditto (Cured), per Barrel	0	3
Hides:		
Ox, Cow, or Horse (Wet or Dry), each	0	2
Iron:		
Bar, Bolt, Rod, and Shots, per Ton	1	6
Pig and Old, per Ton	1	0
Manufactured, per Ton	2	6
Pots, each	0	1
Kelp, per Ton	2	0
Lead, per Ton	2	6
Leather (Tanned and Dressed), per Cwt.	0	3
Lime, per 28 Bushels	1	4
Limestone, per Ton	1	0
Machinery, per Ton	2	6
Manure, not enumerated, per Ton	1	0
Masts and Spars, 10 Inches in Diameter and upwards, each	4	6
Ditto, under 10 Inches, each	3	0
Meat (Fresh), per Cwt.	0	6
Milk, per Gallon	0	0½
Musical Instruments, per Cube Foot	0	1
Nets, per 5 Cube Feet	0	4
Oakum, per Cwt.	0	2
Oils, per Ton	2	0
Oilcake, per Ton	2	0
Oranges and Lemons, per Box	0	6
Ores, per Ton	1	0
Oysters, per Bushel	0	3
Paint, per Cwt.	0	4
Pitch and Tar, per Barrel	0	6
Potatoes, per Cwt.	0	2
Poultry and Game, per Dozen	0	4

	s.	d.
Rags and Old Rope, per Ton	2	0
Sails, per Cwt.	0	6
Salt, per Cwt.	0	6
Sand, per Ton	1	0
Shingle, per Ton	0	6
Shrimp Baskets, each	0	2
Skins, Calf, Goat, Sheep, Lamb, or Dog, per Dozen	0	6
Slates, per Ton of 24 Cubic Feet	2	0
Spirits (Foreign or British), per Hogshead	1	0
Ditto ditto per Gallon	0	1
Stones, per Ton of 14 Cubic Feet	1	6
Steel, per Ton	3	0
Sugar, per Cwt.	0	3
Tallow, Soap, and Candles, per Cwt.	0	3
Tea, per Chest	1	0
Tiles, per Thousand	1	6
Tin and Zinc, per Ton	3	0
Tobacco, per Cwt.	0	6
Turbot, per Score	0	3
Turnips, per Ton	0	6
Turpentine and Varnish, per Barrel	0	6
Turtle, each	2	6
Vegetables (not enumerated), per Cwt.	0	4
Vinegar, per Hogshead	0	6
Vitriol, per Carboy	1	0
Water, per Cask	0	3
Wine, per Hogshead	1	0
Ditto, bottled, per Dozen Bottles	0	2
Wood:		
Fir, Pine, and other Description not enumerated, per Load of 50 Feet	1	6
Oak or Wainscot, per Load of 50 Feet	2	0
Firewood, per 216 Cubic Feet Fathom	1	6
Laths and Lathwood, per Fathom of 216 Cubic Feet	2	6
Handspikes, per 120	3	0
Oars, per 120	5	0
Spars, under 22 Feet in Length, above 2½ and under 4 Inches in Diameter, per 120	5	0
Ditto, 2½ Inches in Diameter and under, per 120	4	0
Ditto, 22 Feet in Length and upwards, and not exceeding 4 Inches in Diameter, per 120	9	0
Ditto, above 4 and under 6 Inches in Diameter, per 120	14	0
Spokes of Wheels, not exceeding 2 Feet in Length, per 120	2	0
Ditto, exceeding 2 Feet in Length, per 120	3	0
Treenails, per Thousand	2	6
Wedges, per Thousand	2	6
Pipe Staves and others in proportion, per 120	2	6
Lignum Vitæ, Fustic, Logwood, Mahogany, and Rosewood, per Ton	2	0
Wool, per Cwt.	0	4
Yarn, per Cwt.	0	2

All other Goods not particularly enumerated in the above Table.

	s.	d.
Light Goods, per Cube Foot - - - - - -	0	1
Heavy Goods, per Ton - - - - - -	2	0

Bullion, Specie, and other valuable Articles, a reasonable Charge.

In charging the Rates on Goods the Gross Weight or Measurement of all Goods to be taken, and for any less Weights, Measures, and Quantities than those above specified a Proportion of the respective Rates shall be charged.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1867.

ANALOGUE RIGHT