ANNO SEXTO

GULIELMI IV. REGIS.

Cap. xxix.

An Act for making and maintaining a Dock or Docks at *Southampton*. [19th *May* 1836.]

WHEREAS an Act was passed in the Forty-third Year of the Reign of His Majesty King *George* the Third, intituled *An Act for abolishing certain Dues called Petty Customs, Anchorage, and Groundage, and for improving the Port of the Town of* Southampton; *for making a convenient Dock for the Security of Ships; for extending the Quays and Wharfs, and making Docks and Piers in the Harbour there; and for erecting Warehouses for the safe Custody of Goods and Merchandize; and for imposing certain Duties for the above Purposes*: And whereas another Act was passed in the Fiftieth Year of the Reign of His said Majesty King *George* the Third, intituled *An Act for altering and amending an Act made in the Forty-third Year of His present Majesty's Reign, for improving the Port of the Town of* Southampton: And whereas no Dock or Docks have or has been made in pursuance of the said Acts or either of them, and the said Acts do not contain Powers or Authorities to enable the raising a sufficient Capital for the Purpose of making such Dock or Docks: And whereas an Act was passed in the Fifth Year of the Reign of His present Majesty King *William* the Fourth, intituled *An Act for making a Railway from* London *to* Southampton: And whereas considerable Progress has been made in forming the said Railway: And whereas by means of the Communications by the said Railway the Commerce of the said Port of *Southampton* will be considerably increased: And whereas it would be of great public Utility if a Dock or Docks were made, constructed, and maintained at or near a certain Piece or Parcel of Land commonly called the *Mud Lands*, situate and being at or near

43 G. 3. c. 21.

50 G. 3. c. 168.

4 & 5 W. 4. c. 88.

the Confluence of the *Southampton* Water and the River *Itchen*, the said Piece or Parcel of Land being within the Liberties of the Town and County of the Town of *Southampton*, for the Reception and Discharge of Ships, Barges, Lighters, and other Vessels, and for ballasting, loading, and unloading the same, together with proper Sluices, Drains, Channels, Feeders, Locks, Inlets, and Outlets, and with proper and sufficient Wharfs, Quays, and Places of secure Deposit for the landing, housing, bonding, and shipping of Goods, Wares, Merchandize, and other Commodities, and also with the requisite Bridges, Railways, Paths, Roads, Approaches, Avenues, and other Works, Erections, and Conveniences thereunto respectively appertaining, such Dock or Docks to be named the *Southampton* Dock or *Southampton* Docks: And whereas the several Persons herein-after named, with others, are willing and desirous, at their own Costs and Charges, to carry into execution the said Undertaking; but the same cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King'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,

Proprietors incorporated.

That *J W Addison, Peter Anderson, William Banbury, Frederick Bell, George Bishop, H S Bracker, Henry Buchan, James Burt, Joseph Bushby, Samuel Chaplin, Dougal Christie, Charles Clark, Charles Spencer Compton, Thomas Cooke, John Copland, Charles Day, John Deacon, William Dalrymple Dowson, Robert William Eastwicke, J B Elin, John Lewis Eyre, William Farrington, Thomas Foster, William Foster, J Gibbins, W Gibbons, E F Green, William Gregory, John Goddard, William Henry Hamilton, John Hambrough, Charles Francis Head, Richard Heathfield, William Hethorn, Almon Hill, James Hill, John Hinxman, John Lionel Hood, Henry Houldsworth, Robert Innes, William Jackson, Benjamin Johnston, John Labouchere, James Lacy, William James Lefeuvre, Joseph Lobb, James Logan, Henry Luard, John Lyney, Thomas Tod Mardon, William Maund,* the Honourable *John Thornton Leslie Melville, John Mulholland, Henry Murray, Thomas Murray, Charles S Parker, R Penny, Thomas Pickstock, William Potter, Thomas Smallwood Richards, Henry R Sandbach, William Scott, William Shand, Edward Grose Smith, John Fam Timins, Robert Wallace, Robert Williams, H H Willis, Hamilton Wood, John Witt,* and all other Persons and Corporations who have subscribed or who shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Dock or Docks, Sluices, Drains, Channels, Feeders, Locks, Inlets, Outlets, Wharfs, Quays, Vaults, Warehouses, Bridges, Inclined Planes, Railways, Paths, Roads, Approaches, Avenues, and other the Works, Erections, and Conveniences by this Act authorized, according to the Provisions and Restrictions hereafter mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The *Southampton* Dock Company," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands to them and their Successors and Assigns for the Use of the said Undertaking, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, in manner by this Act directed.

II. And

Rules for the Construction of the Act.

II. And be it further enacted, That in the Construction of this Act every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as one Person or Thing, and every Word importing the Plural Number shall extend and be applied to one Person or Thing as well as several Persons or Things, and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male, and the Word "Land" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure, and the Word "Corporation" shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole, unless in any of the Cases aforesaid it be otherwise specifically provided, or there be something in the Subject or Context repugnant to such Construction.

Proprietors empowered to raise a Capital of 350,000*l.* in Shares of 50*l.* each.

III. And be it further enacted, That it shall be lawful for the said Company to raise among themselves any Sum or Sums of Money for making and maintaining the said Dock or Docks and other Works and Communications by this Act authorized, and for the general Purposes of this Act, not exceeding in the whole the Sum of Three hundred and fifty thousand Pounds Sterling, the whole to be divided into Seven thousand Shares of Fifty Pounds each; and such Seven thousand Shares shall be numbered, beginning with Number One and ending with Number Seven thousand, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties so raising and paying the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sums they shall severally contribute; and all Corporations and Persons, and their several Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof towards the said Undertaking, shall be entitled to and be the Proprietors of a proportionate Share of the Capital Stock of the said Company, and shall be entitled to and shall receive, at such Time or Times as shall in manner herein-after provided be directed or appointed, in proportionate Parts according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company by the Authority of this Act as and when the same shall be divided, and all Corporations and Persons having such Property in the said Undertaking as aforesaid shall bear and pay a proportionate Sum towards carrying on the same to the full Amount of their respective Shares in the said Undertaking.

Application of Money to be raised.

IV. And be it further enacted, That all the Money to be raised or received by the said Company by virtue of this Act, whether by way of Capital or Profits or otherwise, shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto, and the Remainder of such Money shall be applied in and towards purchasing Lands, and making and maintaining the said Dock or Docks and other Works, and otherwise in carrying this Act into execution.

V. And

Company empowered to make the Docks and Works.

V. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and empowered, to design, lay out, excavate, build, erect, make, complete, repair, and maintain, in, over, under, through, and upon the Lands, Tenements, and Hereditaments which shall be purchased by or vested in the said Company under the Authority of this Act, or any Part or Parts thereof, according to such Plan or Plans and in such Manner and Form as they shall approve of, One or more navigable Dock or Docks, Basin or Basins, Lock or Locks, Cut or Cuts, with Entrances into and from the same to communicate with the *Southampton* Water and the River *Itchen* or either of them, together with all and every Quay or Quays, Wharf or Wharfs, Inclined Planes or Slips, Cranes, Sheds, Engines, Bridges, Buildings, Works, and other Matters and Things necessary or proper for carrying into effect the Purposes of this Act: Provided always, that nothing in this Act contained shall extend or be construed to extend to authorize the using of any Building to be erected by virtue of this Act for the Purpose of a Shop, Hotel, or Place of public Entertainment, or for the Dwelling House of any Person not being an Officer of the said Company.

Authenticated Plan and Book of Reference, as altered, to remain in the Custody of the Clerks of the Peace.

VI. And whereas a Map or Plan describing the Limits within which the said Dock or Docks and Works in this Act authorized are proposed to be made, and the Premises comprised therein, together with a Book of Reference containing a List of the Names of the Owners and Occupiers of such Lands, has been deposited in the Office of the respective Clerks of the Peace for the County of *Southampton* and for the Town and County of the Town of *Southampton*: And whereas, since the depositing of the said Map or Plan and Book of Reference as aforesaid, it has been found expedient that an Alteration should be made in the Limits of the said Dock or Docks and Works, and the Plan thereof; be it therefore enacted, That a Map or Plan describing the said Dock or Docks and Works as the same are intended to be altered, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, together with a Book of Reference to such new Map or Plan, shall, within Three Calendar Months next after the passing of this Act, be deposited at the Office of the Clerk of the Peace for the Town and County of the Town of *Southampton*, and such last-mentioned Map or Plan and Book of Reference shall remain in the Custody of the said Clerk of the Peace, to the end that all Persons interested in any Manner in such Lands shall at all seasonable Times have Liberty to inspect the said Map or Plan and Book of Reference so to be deposited, and to have Copies thereof or Extracts therefrom at their Will and Pleasure, paying to the said Clerk of the Peace the Sum of One Shilling for every such Inspection, and for furnishing Copies of or Extracts from the said Book of Reference after the Rate of Sixpence for every One hundred Words; and the said Map or Plan and Book of Reference, or any Copy thereof or Extract therefrom, such Copy or Extract being certified to be a true Copy or Extract by the said Clerk of the Peace, shall be good Evidence in all Courts of Law and elsewhere.

Unintentional Errors in Plan and Book of Reference not

VII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Dock or Docks and other Works within the Limits of and upon or through the Premises so to be delineated on the said Map or Plan so to be deposited as aforesaid, although such

Lands, or any of them, or the Situation thereof respectively, or the Names thereof, or of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act, or in the Schedule thereto, or in the said Book of Reference, if it shall appear to any Two or more of His Majesty's Justices of the Peace acting in and for the Town and County of the Town of *Southampton*, in case of Dispute about the same, to be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the Clerk of the Peace of the said Town and County.

to prevent the Execution of the Act.

VIII. And be it further enacted, That the said Company, in making the said Dock or Docks and other Works, shall not extend beyond the Line or Boundary described in the said Map or Plan without the Consent in Writing of the Person or Persons whose Lands or Premises shall be further wanted for the Purposes of this Act.

Company not to deviate from the Plan without Consent.

IX. And whereas the probable Expence of making the Dock or Docks and other Works hereby authorized will amount to the Sum of Three hundred and fifty thousand Pounds Sterling, Four Fifth Parts whereof have already been subscribed for by several Persons under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed; be it therefore enacted, That the whole of the said Sum of Three hundred and fifty thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Dock or Docks and Works shall be put in force.

Compulsory Powers of the Act not to be put in force until the whole Capital is subscribed.

X. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of the Mayor for the Time being of the Town and County of the Town of *Southampton*, or of any Justice of the Peace for the County of *Southampton*, that the whole of the said Sum of Three hundred and fifty thousand Pounds hath been subscribed for as aforesaid, and which Certificate such Justice is hereby authorized and required to grant upon Application made to him by the said Company, and on Production of the Subscription Deed of or relating to the said Company, shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Three hundred and fifty thousand Pounds has been subscribed for.

What shall be Evidence of the whole Capital being subscribed.

XI. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands or any Lands adjoining thereto, except the Land usually called the *Marsh*, to bore, dig, cut, embank, and sough, and to remove and carry away or lay, and also to use, work, and manufacture any Earth, Clay, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise

General Power to enter and take Lands.

otherwise in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Dock or Docks and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also to make or construct upon, across, under, over, or through the said Dock or Docks or other Works, or any Lands, Roads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Sluices, Valves, Funnels, Feeders, Pipes, Ducts, Bridges, Roads, Railways, Tramroads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, for the Use of the said Dock or Docks and other Works by this Act authorized, or for conveying Water to or from the same or any Part thereof, as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses during such Time as may be necessary for constructing Tunnels, Bridges, or Passages over or under the same; and also to raise or sink any Roads or Ways in order the more conveniently to carry the same over or under or by the Side of the said Dock or Docks or other Works; and also in or upon the said Dock or Docks and other Works to erect and make such Toll and other Houses, Yards, Stations, Engines, and other Works and Conveniences, as the said Company shall think proper; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and generally to do and execute all other Matters and Things necessary or convenient for constructing, maintaining, altering, or repairing and using the said Dock or Docks and other Works by this Act authorized; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction in manner herein-after mentioned to all Persons and Corporations interested in any Lands which shall be taken, used, or injured for all Damage to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein contained.

Penalty for obstructing the Execution of the Works.

XII. And be it further enacted, That if any Person shall obstruct or prevent any Person employed by the said Company in setting out the Line of the said Dock or Docks or other Works, or engaged in the Construction thereof or of any Part thereof, or shall pull up, cut down, damage, or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Dock or Docks or other Works, he shall forfeit and pay any Sum not exceeding Twenty Pounds nor less than Twenty Shillings for every such Offence.

Power to treat for the Purchase of Lands.

XIII. And be it further enacted, That it shall be lawful for the said Company to treat and agree for the Purchase of any Lands by this Act authorized to be taken and used by them, and of any subsisting Leases, Terms, Estates, Rights, and Interests therein and Charges thereon, or such of them or such Part thereof as the said Company shall think proper.

XIV. And

Persons under Disability capacitated to sell and convey Lands.

XIV. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, unborn, or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been Sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (that is to say,)

Form of Conveyance to the Company.

'I in consideration of the Sum of to me [*or, as the Case may be*, into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer *ex parte* the *Southampton* Dock Company, or to *A.B.* of and *C.D.* of Two Trustees appointed to receive the same,] pursuant to the Act after mentioned, paid by the *Southampton* Dock, *or* the said, Company established and incorporated by an Act of Parliament passed in the Sixth Year of the Reign of His Majesty King *William* the Fourth, intituled [*here set forth the Title of this Act*], do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereunto belonging, and all such Estate, Right, Title, and Interest in and to the same and every Part thereof as I am or shall become seised or possessed of, or am by the said Act capacitated or empowered to convey, to hold the Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act. In witness whereof I have hereunto set my Hand and Seal this Day of in the Year of our Lord .'

And all such Conveyances as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Estates, Interest or Interests, so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the Lands in such Conveyances respectively comprised; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned and kept on foot in Trust for the Company, and to attend the Reversion or Inheritance.

XV. And

Power to purchase the Release of Lands from Rents chargeable thereon.

XV. And be it further enacted, That where any Lands purchased or intended to be purchased by the said Company shall be subject, solely or jointly with other Lands not intended to be purchased, to or with any Rent-service, Rent-charge, or Chief-rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased or intended to be purchased from such Rent, Payment, or Incumbrance, and also (where necessary) for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum as shall be agreed upon between the said Company and the Party who, under the Provisions of this Act, shall agree to sell or apportion the same, and which Agreement may be entered into by all Corporations and other Persons by this Act authorized and empowered to sell or convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury, if required, in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands purchased or intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to such Rent, Payment, or Incumbrance, as herein-before mentioned, according to the respective Values of the Lands purchased or intended to be purchased and of the Lands not intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between the said Company and any such Party as aforesaid respecting such Release, and which may be of the like Forms, *mutatis mutandis*, as by this Act are directed to be used in the Case of Conveyances of Lands, shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance, as the Case may be: Provided always, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance; and such Apportionment shall not prejudice the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts.

Mortgagees to convey to the Company.

XVI. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands which shall be required to be taken for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust for any other Person or Corporation; and whether in

Possession of such Lands by virtue of such Mortgage or not, and whether such Mortgage shall affect such Lands solely or jointly with any other Lands which shall be so required,) shall, on Tender of the Principal Money and Interest due on such Mortgage, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money by the said Company, immediately convey, assign, and transfer the respective Interests of such Mortgagees in the Lands which shall be so required to the said Company or to such Person as they shall appoint, and which Conveyance, Assignment, or Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyances of Lands, or as near thereto as the Circumstances of the Case will permit; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on such Mortgage at the End of Six Calendar Months, to be computed from the Day of giving such Notice, then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall convey, assign, and transfer their respective Interests in the Lands which shall be so required for the Purposes of this Act to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to convey, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such mortgaged Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to convey, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs (if any) due on any such Mortgage as aforesaid, into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or, in lieu of such Notice and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank; and thereupon, or upon such Conveyance, Assignment, or Transfer by any such Mortgagee as aforesaid, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, or for whom he shall be Trustee, shall vest in the said Company, and the said Company shall be deemed to be in the actual Possession of the Premises and Estate comprised in such Mortgage, or so much thereof as shall be required for the Purposes of this Act, to all Intents and Purposes whatsoever.

For settling Questions between the Company and Mortgagees in certain Cases.

XVII. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interests, and Costs secured thereon, or in which a Part only of any Land subject to any Mortgage shall be required for the Purposes of this Act, and such Part shall be of less Value than the Principal Money, Interest and Costs secured on such Lands, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or, as the Case may be, of such Part of the said

said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee, whether entitled to such Mortgage absolutely or in Trust for any other Person or Corporation, and the Person or Corporation entitled to the Equity of Redemption of such Lands, whether absolutely or for such Estate as might capacitate him or them to convey for the Purposes of this Act, on the one Part, and the said Company on the other Part; and in case of any Differences between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference, and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim so far as the same will extend, and such Mortgagee shall thereupon convey, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid; or in case of his neglecting or refusing to convey, assign, or transfer as herein-before directed, then the Amount of such Value or Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim of such Mortgagee so far as the same will extend, and also in full Discharge and Exoneration of the mortgaged Premises, or such Part thereof as shall be so taken or used, from all Principal and Interest or other Money due or secured thereon, and thereupon such Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof, to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person so entitled as aforesaid to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

For releasing Lands from Incumbrances affecting them jointly with other Lands.

XVIII. And be it further enacted, That in all Cases where any Lands purchased or intended to be purchased by the said Company are or shall be subject, jointly with other Lands not intended to be purchased, to or with any Rent, Payment, Mortgage, or Incumbrance whatsoever, and the Party entitled to such Rent, Payment, Mortgage, or Incumbrance, or by this Act capacitated to sell, release, or apportion the same, or to release the Lands so purchased therefrom, shall consider the remaining Part of the

the Lands so jointly subject a sufficient Security for such Rent, Payment, or Mortgage or Incumbrance, and shall therefore be willing to release the Lands so purchased by the said Company therefrom, then and in any such Case it shall be lawful for the Party entitled to or by this Act capacitated to sell, release, or apportion such Rent, Payment, Mortgage, or Incumbrance, or to release the Lands so purchased or intended to be purchased therefrom, with the Consent of the Owner of the Lands so purchased or intended to be purchased, and also of the Owner of the remaining Lands so jointly subject as aforesaid, and which Owner is hereby declared to include and extend to all Corporations and other Persons by this Act authorized and empowered to sell and convey Lands, to release the Lands so purchased or intended to be purchased as aforesaid from the Rent, Payment, Mortgage, or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining wholly and exclusively subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and when any Lands purchased by the said Company shall be so released as last aforesaid the remaining or other Lands not intended to be purchased, and being so jointly subject as aforesaid, shall thenceforth be and remain wholly and exclusively charged with and subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and all Remedies for the Recovery thereof against such remaining or other Lands, and the Owners and Occupiers thereof respectively, shall not be prejudiced by reason of such Release as aforesaid, but shall at all Times thereafter remain as effectual as if such remaining or other Lands had been originally exclusively charged with the full Amount of such Rent, Payment, Mortgage, or Incumbrance: Provided always, that when any Land so purchased as aforesaid shall be released as aforesaid it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, Mortgage, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, Mortgage, or Incumbrance shall have been purchased and released as aforesaid by virtue of this Act, and also declaring that the remaining or other Lands so before jointly subject as aforesaid are thenceforth to remain and be wholly and exclusively charged with and subject to the full Amount of the said Rent, Payment, Mortgage, or Incumbrance, and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts: Provided also, that the several other Powers and Provisions herein-before contained touching the Release of the Lands required for the Purposes hereof from any Rent, Payment, Incumbrance, or Mortgage charged thereon affecting the same, either solely or jointly with any other Lands, shall not be prejudiced, altered, or affected by the said Powers and Provisions lastly herein-before contained, but it shall be lawful for all Parties interested to act, either under the Powers and Provisions lastly herein-before contained, or the other Powers and Provisions aforesaid, in relation to any such Rent, Payment, Mortgage, or Incumbrance as aforesaid, as they may respectively deem it expedient.

Parties to deliver a Statement of their Interests and Claims within Three

XIX. And be it further enacted, That on or before the Expiration of Three Calendar Months next after Notice in Writing from the said Company, or their Agent duly authorized, of their Intention to take or use any Lands or any Part thereof for the Purpose of this Act, shall have been

Calendar Months after Notice.

been given to any Person or Corporation seised, possessed, or interested in, or authorized by this Act to accept and receive Satisfaction and Compensation for the Value of the same, or any Estate, Share, or Interest therein, or Charge thereon, or for any Injury or Damage sustained on account of the Execution of this Act, such Person or Corporation shall deliver or cause to be delivered at the Office of the said Company in *Southampton* a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which he or they claim to be entitled to, or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in Satisfaction and Compensation for the Value of such Estate, Share, Interest, or Charge, and for such Injury or Damage respectively.

Satisfaction to be made for Lands taken for the Docks.

XX. And be it further enacted, That all Corporations and other Parties by this Act capacitated to sell and convey any Lands, or to release Lands from Rents and other Incumbrances charged thereon, or to sell and convey any other Rights or Interests in Lands, and the respective Owners and Occupiers of any Lands through or upon which the said Dock or Docks or other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive Satisfaction for the Value of such Lands or of the Interest therein by them conveyed, and also Compensation for any Damage occasioned to such Lands by reason of the Execution of any of the Works by this Act authorized, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations or other Parties by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Compensation, or Satisfaction, the same respectively or any of them concerning which they do not so agree shall be ascertained and settled by the Verdict of a Jury as herein-after is directed.

Power to the Corporation of Southampton to grant Land for making the Docks in consideration of Shares in the Capital of the Company;

XXI. And whereas the Mayor, Aldermen, and Burgesses of the Borough of *Southampton* are or claim to be Owners of the Tract of Land included within the Line or Boundary of the amended Map or Plan so to be deposited as aforesaid; be it therefore enacted, That it shall be lawful for the Council of the said Borough of *Southampton* and they are hereby empowered, if they shall think fit, with the Approval of the Lords Commissioners of His Majesty's Treasury, or any Three of them, as herein-after provided, (in lieu of a Sum in gross), to sell and convey under the Common Seal of the said Corporation the said Tract of Land, and all the Right and Claim and Interest of the said Mayor, Aldermen, and Burgesses therein, for and in consideration of Shares in the Capital Stock and Effects of the said Company to be created for that Purpose as herein-after mentioned, and that the Sale and Conveyance of such Land shall and may be made in the same Form as the Sales and Conveyances of other Lands to be purchased in pursuance of this Act as herein-before authorized to be made, or as near thereto as Circumstances will admit.

XXII. And

and to stipulate for a Proportion of Profits.

XXII. And be it further enacted, That it shall be lawful for the said Council, upon the Agreement for such Sale, to stipulate for a Share or Proportion of the Profits of the said Company to be paid to the said Mayor, Aldermen, and Burgesses, by way of further Compensation for the Value of the said Lands, such Share or Proportion to be either definite and certain, or contingent upon the Amount of the Dividends to be declared of the Profits of the said Company, and to be of such Amount, in such Ratio, and to be computed in such Manner as the said Council and the said Directors shall in their Discretion think fit and agree as aforesaid: Provided always, that nothing herein-before contained shall extend, or be deemed or construed to extend, to diminish or interfere with the Powers and Authorities given by this Act for the compulsory taking of Lands for the Purposes of the said Dock or Docks and Works.

Power to create Shares as a Compensation for such Grant.

XXIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to create, over and above the Seven thousand Shares herein-before mentioned, other Shares in the Capital Stock and Effects of the said Company, to be appropriated to and vested in the Mayor, Aldermen, and Burgesses of the Borough of *Southampton*, as and by way of Compensation for the Value of the herein-before described Tract of Land; and that upon the Conveyance of such Land being duly executed as herein-before directed, the Shares (if any) to be created as aforesaid shall become vested in the said Mayor, Aldermen, and Burgesses for their absolute Use and Benefit, and a Certificate or Certificates of such Share shall be delivered to them in like Manner as is herein provided with respect to other Shares in the Capital of the said Company.

Power to recover Dividends on such Shares.

XXIV. And be it further enacted, That it shall be lawful for the said Mayor, Aldermen, and Burgesses to ask, demand, sue for, recover, and receive of and from the said Company, and their several and respective Officers and Servants, in like Manner as any individual Shareholder or Proprietor of the said Company, all and singular Dividends, Bonuses, Sums of Money, Matters, and Things whatsoever (if any) which shall or may from Time to Time become due and payable to the said Mayor, Aldermen, and Burgesses from or by the said Company, their Officers or Servants, under or by virtue of any such Agreement as aforesaid, as and when the same shall respectively become due and payable, and all Arrears thereof from Time to Time accruing, and for that Purpose to have and exercise the like Powers, Rights, and Remedies for enforcing the Payment and Recovery thereof respectively as shall or may be possessed and exercised by any individual Shareholder or Proprietor of the said Company.

Shares to be upon the same Footing as original Shares, except as to Payment of Calls.

XXV. And be it further enacted, That the said Shares so to be created as last aforesaid shall be under and subject to the same Provisions, Regulations, Directions, and Management in all respects, and to all Intents and Purposes (except as to the Payment of Calls), as if the same had been original Shares in the Capital of the said Company; and that the said Mayor, Aldermen, and Burgesses, and their Successors, or other the Proprietors for the Time being of the said Shares so to be created as last aforesaid, shall be deemed Proprietors of the said Company, and of the

Capital Stock and Effects thereof in respect of such Shares, and shall be entitled to and receive a rateable Proportion (according to the Number of such Shares and the Number of original Shares in the Capital of the said Company) of the clear Profits thereof, as and when the same shall be divided by the Authority of this Act, in like Manner as if they respectively were Proprietors of any of the said Seven thousand Shares into which the Capital of the said Company is hereby directed to be originally divided: Provided always, that the said Mayor, Aldermen, and Burgesses, or other the Proprietors or Proprietor for the Time being of the said Shares, or any of them, so to be created as last aforesaid, shall not at any Time be liable to the Payment of any Call or Calls of Money towards the Capital of the said Company in respect of such Shares: Provided also, that it shall not be lawful for the Council of the said Borough of *Southampton* to sell or transfer any of the said Shares so to be created as last aforesaid, except in such Manner as the said Council would have been entitled to sell or alienate the said Tract of Land if this Act had not passed.

One Director to be appointed by the Corporation of Southampton.

XXVI. And be it further enacted, That during such Time as the said Shares or any of them, not being less than Twenty-five Shares, shall remain vested in the said Mayor, Aldermen, and Burgesses of the Borough of *Southampton*, One of the Directors for the Time being of the said Company shall always be One of the Council for the Time being of the said Borough of *Southampton*, to be nominated from Time to Time by the Council for the Time being for that Purpose; and the holding any Share or Number of Shares in the Capital of the said Company shall not be a requisite Qualification for the Director to be so appointed; and that it shall be lawful for the Council of the said Borough for the Time being during such Time as aforesaid to remove any such Person from being a Director, and upon such Removal, or upon the Death or Resignation of such Director for the Time being, to appoint another Person, being one other of the Council for the Time being of the said Borough, to be a Director in his Place.

How Corporation may vote at General Meetings.

XXVII. And be it further enacted, That during such Time as the said Shares to be so created as aforesaid, or any of them, not being less than Ten, shall remain vested in the said Mayor, Aldermen, and Burgesses, the Town Council for the Time being of the said Borough shall have and be entitled, at every Half-yearly General and Special General Meeting of the Proprietors of the said Company, to One Vote for every Ten Shares which shall remain vested in the said Mayor, Aldermen, and Burgesses as aforesaid, which Votes shall or may be given by Proxy under the Common Seal of the said Mayor, Aldermen, and Burgesses of the Borough of *Southampton;* and that the Person authorized by such Proxy shall and may at all Meetings of the Proprietors of the said Company have the like Powers and Privileges as if he were an individual Proprietor entitled to such Number of Votes as the Mayor, Aldermen, and Burgesses shall then be entitled to by virtue of the Provision herein-before contained; and that after the said Mayor, Aldermen, and Burgesses shall have sold and transferred any Share or Shares to be created as last aforesaid in the Capital of the said Company, every such Share which shall have been so transferred shall from thenceforth, in regard to the Qualification for voting at General and Special General Meetings of the said Company, and for

the Office of Director or otherwise, have the like Value and be of the like Force and Effect as if the same were an original Share in the Capital of the Company.

No Sale to be made by the Corporation without Consent of the Lords of the Treasury.

XXVIII. Provided always, and be it further enacted, That no Sale, Conveyance, Demise, or Lease of the said Land or any Part thereof by the Mayor, Aldermen, and Burgesses of the Borough of *Southampton* shall be valid, nor shall the said Land or any Part thereof be taken for the Purposes of this Act, unless and until the Approval of the Lords Commissioners of His Majesty's Treasury, or any Three of them, shall have been obtained.

Power to purchase Lands on Chief Rents.

XXIX. And be it further enacted, That it shall be lawful for any Person who shall be seised in Fee of any Lands authorized to be purchased for the Purposes of this Act, and who shall be willing to sell the same Lands for a perpetual annual Rent-charge in lieu of a Sum in gross, to sell and convey the same Lands or any Part thereof unto the said Company for and in consideration of an annual Rent-charge payable by the said Company, their Successors and Assigns, to the Person so selling and conveying, and to his Heirs and Assigns; and all such Sales and Conveyances shall be made at the Expence of the said Company, and may be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (that is to say;)

Form of Conveyance on Sale of Chief Rents.

'I of in consideration of the Rent-charge to be paid to me, my Heirs and Assigns, as herein-after mentioned, by the *Southampton* Dock Company established and incorporated by an Act of Parliament passed in the Sixth Year of the Reign of King *William* the Fourth, intituled [*here set forth the Title of this Act*], do hereby convey to the said Company, their Successors and Assigns, all [*describing the Premises to be conveyed*], together with all Ways, Rights, and Appurtenances thereto belonging, and all such Estate, Right, Title, and Interest in and to the same and every Part thereof as I am or shall become seised of or entitled to, to hold the said Premises to the said Company, their Successors and Assigns for ever, according to the true Intent and Meaning of the said Act, they the said Company, their Successors and Assigns, yielding and paying unto me, my Heirs and Assigns, One clear yearly Rent of by equal [quarterly *or* half-yearly *as may be agreed on,*] Portions henceforth on the [*stating the Days*], clear of all Taxes and Deductions. In witness whereof I have hereunto set my Hand and Seal the Day of in the Year of our Lord .'

And all such Conveyances as aforesaid shall be valid and effectual to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed, but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned as herein-before mentioned.

Yearly Rent charged on Rates.

XXX. And be it further enacted, That all such yearly Rents or Sums as shall be agreed on between the said Company and the Parties interested in such Lands as aforesaid shall be charged on the Rates, Rents, and Sums arising

arising by virtue of this Act, and shall be paid by the said Company as the same shall become due and payable; and in case the same shall not be paid within Twenty-one Days next after the same shall so become due and payable, it shall be lawful for the Person to whom such yearly Rents or Sums shall be due and owing as aforesaid to sue for and recover the same from the said Company, with Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record, or otherwise to seize and detain any Engines, Carriages, or other Goods or Effects of the said Company which shall be found upon the said Dock or Docks, or in or upon the Wharfs, Quays, Warehouses, or other Works thereto belonging (Information of such Distress being immediately given to the said Company by Notice in Writing), and to detain the same until Payment of such yearly Rents or Sums then due and owing, together with the reasonable Charges attending such Distress; and if such Distress shall not be redeemed within Five Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Engines, Carriages, or other Goods or Effects so distrained shall and may be sold or disposed of in such Manner as the Law directs in case of a Distress for Rent.

In case the Parties refuse or are incapable to treat, the Value of Land and Damages to be settled by a Jury.

XXXI. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons or Corporations interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled, and capacitated to sell, agree, or convey as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money or Satisfaction or other Compensation as aforesaid shall refuse to accept such Purchase Money or Satisfaction or other Compensation aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Ten Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall, for the Space of Ten Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale and Conveyance of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall, by reason of any Impediment or Disability not provided for by this Act, be incapable of making such Agreement or Conveyance as shall be necessary or expedient for enabling the said Company to proceed in making the said Dock or Docks and other the Works aforesaid; or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession and claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act cannot be made, then and in any such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant,

Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County of *Southampton* or of any adjoining County, except the Sheriff of the Town and County of the Town of *Southampton*, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in anywise interested in the Matter in question, then to any of the Coroners of such County not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in such County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in such County, and not interested as aforesaid, (a Person having more recently served either Office being always preferred,) commanding such Sheriff or Coroner or other Person to empannel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to empannel, summon, and return, a Jury of at least Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster;* and the Persons so to be empannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be empannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and if a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall, upon their Oaths, or, being Quakers or Separatists, upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased of the said Company from any other Person or Corporation, and also the Sum of Money to be paid by way of Satisfaction or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated,

removed, or repaired by them; which Satisfaction or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Corporations and Persons whatsoever: Provided always, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise by leaving such Notice at the Dwelling House of the Persons, or of the Clerk or Agent or principal Officer of the Corporation, or with some Tenant or Occupier of the Premises intended to be valued or respecting which or any Damage to which any such Question shall arise: Provided also, that in all such Cases the Party claiming Satisfaction or Compensation shall be the Plaintiff, and shall be entitled to all such Advantages and Privileges as Plaintiffs are in Actions tried in any of His Majesty's Courts of Record at *Westminster* by Law entitled.

Compensation Money to be apportioned between particular Interests.

XXXII. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required, to settle what Shares and Proportions of the Purchase Money or Compensation for Damages which shall be assessed as aforesaid shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, for his Interest therein.

Verdicts to be recorded.

XXXIII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County or Place in which the Matter of Dispute shall have arisen among the Records of the Quarter Sessions of such County or Place, and shall be deemed Records to all Intents and Purposes, and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty upon Sheriffs or Jurors or Witnesses making default.

XXXIV. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or, being a Quaker or Separatist, to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Expences, or appearing shall refuse to be sworn, or, being a Quaker or Separatist, to make Affirmation or to give Evidence, every Person so offending, having no reasonable Excuse,

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(to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person so presiding as aforesaid,) shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which said Penalties and Forfeitures shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

Jurors to be under the same Regulations as those of the Superior Courts at Westminster.

XXXV. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster;* and all Persons who in any Examination to be taken by virtue of this Act upon their Oath, or, being Quakers or Separatists, upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful Perjury shall or may be by Law subject.

Expences of Jury how to be paid.

XXXVI. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for the same or for a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation or Satisfaction for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of obtaining such Verdict, and also of the Bond to be given by the Party requiring such Jury as herein-after mentioned, shall be defrayed by the said Company; and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person so presiding as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the County or Place where such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, One Moiety of the said Costs, Charges, and Expences, including the Costs of the Bond so to be given as aforesaid, shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled

settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken, to all Intents and Purposes, to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which, by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

Persons requesting Juries to enter into Bonds to prosecute and to pay Expences.

XXXVII. And be it further enacted, That all Parties with whom the said Company shall have any such Dispute, and who shall require a Jury to be summoned as aforesaid, shall, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond to the said Company in a Penalty of Two hundred Pounds to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning and returning such Jury, and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon them.

Notice of Injury to be given to the Company before Complaint.

XXXVIII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, without the Consent of the said Company, to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on the Behalf of the Corporation or Person making such Complaint, stating the Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company Thirty Days before the summoning of such Jury, and within the Space of Two Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Tenants at Will or for Years to quit Lands after Notice.

XXXIX. And be it further enacted, That all Tenants at Will, Lessees for a Year, Tenants from Year to Year, and other Persons in Possession of any Lands which shall be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver the Possession of such Premises to the said Company, or to such Person as they shall appoint to take possession of the same, at the Expiration of Three Calendar Months next after Notice to that Effect shall have been given by the said Company to such respective Tenants or Lessees of Persons in Possession, or left upon the said Premises, or at such other Time after the Expiration of Three Calendar Months as in such Notice they shall be respectively required, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to deliver such Possession as aforesaid, it shall be lawful for the said Company to issue

their Precept, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue from the Issuing and Execution of such Precept on the Person so refusing to deliver Possession by Distress and Sale of his Goods and Chattels.

Interests of such Tenants to be settled by a Jury.

XL. Provided always, and be it further enacted, That where any such Tenant or Lessee who shall be required to deliver the Possession of any Premises so occupied by him before the Expiration of his Term or Interest therein shall give to the said Company previous Notice in Writing thereof, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction or Compensation for the Value of his unexpired Term or Interest in the said Premises; which Satisfaction or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Lands taken or used by the said Company is by this Act directed to be ascertained or determined.

Persons holding by virtue of Leases to produce the same.

XLI. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands intended to be taken or used under the Authority of this Act, under or by virtue of any Lease or Agreement for Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease or Agreement for Lease, or Grant, in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease or Agreement for Lease, or Grant, shall not be produced or shown within Fourteen Days after Demand made by the said Company or any Person by them authorized, the Party claiming such Compensation or Satisfaction shall be considered as holding only from Year to Year.

For settling Disputes as to Damages of small Amounts.

XLII. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed the Sum of Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the County, Liberty, or Place in which such Lands shall lie, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

In case of not making out Titles the Money to be paid into the Bank.

XLIII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any other Right or Interest to, in, or affecting any such Lands, or otherwise for Compensation or Satisfaction as aforesaid, shall refuse to accept the same, or cannot conveniently be found, or shall be absent from *England*, or shall refuse, neglect, or be unable to make a Title to the Satisfaction of the said Company, for the Purposes of this Act, to the Lands, Right, or Interest for or in respect whereof such Money, Compensation, or Satisfaction shall be agreed or awarded to be paid, or if any Party entitled unto or to convey such Lands, Right, or Interest shall not be known, or cannot conveniently be found, or shall be absent from *England*, or shall refuse or neglect to convey the same, or shall not be shown to the Satisfaction of the said Company to be such Party, then and in every such Case, where not otherwise provided by this Act, it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them, so far as the said Company can do), subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof by Petition, is hereby empowered, in a summary Way of proceeding or otherwise, as to such Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof or Payment of the Dividends thereof according to the Estate or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company or to any Party paying any Money into the Bank of *England*, under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

XLIV. Provided always, and be it further enacted, That where any Question shall arise, in reference to the Provisions aforesaid or otherwise upon this Act, touching the Title of any Party to any Lands, or to any Interest in any Lands, or to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used in pursuance of this Act, or for the Purposes aforesaid, or for Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, according to such Possession, until the contrary

contrary be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

Application of Compensation Money when amounting to 200*l.*

XLV. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of any of the Powers of this Act, or for the Release of any such Lands from any Rents or other Incumbrances charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any such Compensation or Satisfaction under this Act, which any Corporation, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or any Person whose Lands are limited in strict or other Settlement, or any Person under any other Disability, Incapacity, or unborn, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* the *Southampton* Dock Company, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward, and shall when so paid in there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the Lands in respect whereof such Money shall be paid, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance, affecting such Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; until the same shall, upon the like Application, be laid out, by Order of the said Court, made in a summary Way, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the same Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Pro-

1 G. 4. c. 35.

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duce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being be entitled to the Rents and Profits of such Lands so to be purchased and settled.

When less than 200*l.* and exceeding 20*l.*

XLVI. Provided always, and be it further enacted, That if any Money so agreed or awarded to be paid as last herein-before is mentioned shall be less than the Sum of Two hundred Pounds and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands in respect whereof such Money shall be awarded or agreed to be paid, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as last aforesaid, in order to be applied in manner last herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties of Three at least of the Directors of the said Company); and the Money so paid to such Trustees, and the Dividends and Produce arising thereon and therefrom, shall be by such Trustees applied in like Manner as is last herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

Where Femes Covert acknowledge the Conveyance according to the Act 3 & 4 W. 4. c. 4. the Purchase Money may be paid to the Husbands.

XLVII. Provided always, and be it further enacted, notwithstanding any thing herein-before contained, That in all Cases in which any Monies shall be agreed or awarded to be paid for the Purchase of any Lands, or for the Release of any such Lands from any Rents or other Incumbrances charged thereon, or for Compensation and Satisfaction as aforesaid, which any Feme Covert shall be entitled unto as Tenant in Fee Simple or in Tail, and a Conveyance of the Estate or Interest of such Feme Covert, in the Form herein-before provided, shall have been executed by herself and her Husband, such Conveyance may be acknowledged by such Feme Covert in the Manner required by an Act passed in the Third and Fourth Year of the Reign of His present Majesty King *William* the Fourth, intituled *An Act for the Abolition of Fines and Recoveries, and for the Substitution of more simple Modes of Assurance;* and that in every Case in which such Conveyance shall have been so executed and acknowledged as aforesaid the said Company shall not be required, by reason of the Coverture of such Feme Covert, to pay into the Bank or to Trustees as aforesaid the Money which shall be so agreed or awarded to be paid as aforesaid, but such Money shall or may be paid to the Husband of such Feme Covert.

Application of Compensation Money when not exceeding 20*l.*

XLVIII. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to

the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands in respect whereof such Money, Compensation, or Satisfaction shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, then such Money shall be paid for their Use to their respective Husbands, Guardians, Committees, or Trustees.

The Court may order reasonable Expences of Purchases to be paid by the Company in certain Cases.

XLIX. And be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Compensation or Satisfaction shall be payable under the Authority of this Act, or by reason of such Party being unborn, the Purchase Money for the same, or the Money paid for such Compensation or Satisfaction, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court to order the Costs, Charges, and Expences of any such Purchase, taking, or using of Land under the Provisions of this Act, or incident thereto, or which may be incurred in consequence thereof, and also the Costs, Charges, and Expences of the Re-investment of the Purchase or Compensation Money in Land, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders for such Purposes, to be paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct.

Power to enter Lands on Payment or Tender of Purchase Money.

L. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties, or awarded by a Jury or Justices, in manner aforesaid, for the Purchase of any Lands, or as a Satisfaction and Compensation for any Loss or Injury as aforesaid, to the respective Proprietors of such Lands or other Persons entitled, according to the Provisions of this Act, to receive such Money or Satisfaction or Compensation respectively, within Six Calendar Months next after the same shall have been so agreed on or awarded, or whenever any of the respective Cases shall happen wherein such Money, Satisfaction, or Compensation is herein-before authorized or directed to be paid into the Bank of *England*, then upon Payment of the same into the Bank of *England* in manner in such Case herein-before authorized or directed, it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and the said Company shall not be bound to see to the Application of any such Purchase Money, Compensation, or Satisfaction; and such Payment or Tender and Conveyance as herein-before mentioned, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail and other Estates in Reversion and Remainder, and all Right, Titles, Limitations, and Trusts whatsoever of and in the said Lands; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if they were assigned as herein-before mentioned: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or for any Person acting under their

Authority, to bore under, dig or cut into, or enter upon such Lands for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

Power to take temporary Possession of adjoining Lands, making Compensation for Damage.

LI. And whereas in making and executing the said Dock or Docks and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the said Dock or Docks and other Works, for the Purpose of laying or depositing and working thereon Earth, Clay, and other Materials, or of manufacturing such Clay into Bricks, or of getting or procuring Earth and Materials from such adjoining Lands, or for forming temporary Roads or Approaches to and from the said Works; but inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, shall be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatever adjoining or lying near to the said Dock or Docks and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands or upon any Part thereof respectively any Soil, Gravel, Clay, Sand, Stone, Bricks, Slate, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Works, and to dig, cut, take, remove, and carry away out of and from such adjoining Lands or any Part thereof, except the Land usually called the *Marsh*, any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Dock or Docks and other Works, without having previously made such Payment, Tender, or Investment as herein-before mentioned, the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and the said Company making Compensation for such temporary Occupation of the said Lands to the Owners or Occupiers thereof; such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in case of Disputes as to the Value of Lands through or upon which the said Dock or Docks and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required, within Six Calendar Months after the Expiration of the Period by this Act granted for executing the said Dock or Docks and other Works, to make such Compensation and Satis-

faction for the permanent Damage or Injury, if any, which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Dock or Docks or Works, the said Company shall and they are hereby required to give Ten Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of such Lands as shall be required to be used as aforesaid from the other Lands adjoining thereto: Provided always, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Dock or Docks, nor to make Bricks or place a Steam Engine upon any such Land at any Place which shall not be distant at least Two hundred and fifty Yards from any Mansion, without the Leave of the Owner or Occupier of such Mansion in Writing first obtained for that Purpose: Provided also, that before entering upon any of such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Persons who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds *per* Acre, conditioned for the Payment of such Compensation, such Securities to be approved of by Two Justices of the Peace for the County, Liberty, or Place in which the same Lands shall be situate, in case the Parties differ about the same.

Houses and Gardens not to be used without Consent unless specified in the Schedule.

LII. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the First Day of *December* last, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in Schedule (A.) to this Act annexed, without the previous Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

First and other General Meetings of the Company.

LIII. And be it further enacted, That the said Company shall meet together at the *City of London* Tavern in the City of *London*, or at some other convenient Place in the said City, within Three Calendar Months after the passing of this Act, between the Hours of Eleven of the Clock in the Forenoon and One of the Clock in the Afternoon, of which Meeting Fourteen Days Notice at the least shall be given in manner herein-after mentioned, and shall then and there proceed in the Execution of this Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company in the Month of *February* and the Month of *August* in each and every Year, and also such and so many Special General Meetings of the said

said Company as the Directors of the said Company shall think proper to convene or as shall be convened in manner herein-after provided, of which said General Meetings and Special General Meetings Fourteen Days public Notice at the least shall be given in manner herein-after mentioned; and every such Notice of a Special General Meeting shall specify the Purpose for which such Special General Meeting is called; and such First General Meeting of the said Company, and all other General Meetings and Special General Meetings of the said Company, may be adjourned from Time to Time and to such Place as shall be found expedient.

Special General Meetings.

LIV. And be it further enacted, That a Special General Meeting of the Proprietors of the said Company may be called at any Time by the Directors for the Time being, or any Four of them, if they shall see Occasion; and any Twenty or more Proprietors of the said Company, holding in the Aggregate Five hundred Shares or upwards in the said Undertaking, upon which all Calls actually previously made shall have been paid and satisfied, may at any Time by Writing under their Hands, left at the Office of the said Company, or given to at least Four Directors of the said Company, or left at their last or usual Places of Abode in *England*, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, so as such Requisition fully express the Object for which such Special General Meeting is required to be called, and the said Directors are thereupon required to call such Meeting accordingly; provided that in every such Case Notice of such Meeting, whether called in pursuance of any such Requisition or not, be given in manner herein-after provided, and which Notice shall express the Object for which such Special General Meeting is called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Requisition given and left as aforesaid, the same may be called by such Twenty or more Proprietors by giving Fourteen Days Notice thereof by Advertisement in Two or more *London* Newspapers, and in One or more Newspaper or Newspapers usually circulated within the County of *Southampton* and the Town and County of the Town of *Southampton* respectively, such Notice expressing the Object for which such Special General Meeting is required to be called; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice; and all Acts and Resolutions of the major Part in Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid and binding, with respect to the Matters specified in such Notice, as if the same had been done or resolved at a Half-yearly General Meeting held at the Time herein-before appointed for holding the same.

Notices to the Proprietors how to be given.

LV. Provided always, and be it further enacted, That all Notices herein directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any Adjournment thereof respectively, or of any other Matters, to any of the Proprietors of the said Company, and not herein otherwise provided for, shall be signed by the Secretary or other Officer of the said Company, and shall be given by Advertisement inserted in Two or more *London* Newspapers, and in One

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or more Newspaper or Newspapers usually circulated in the County of *Southampton* and the Town and County of the Town of *Southampton* respectively, and such Notices when so published and given shall be deemed and considered the same as personal Notices.

Business at special and adjourned General Meetings.

LVI. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and no Business shall be transacted at any adjourned Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment shall have taken place.

Meetings not to commence Business unless a certain Number of Proprietors are present.

LVII. Provided always, and be it further enacted, That if at any such General Meeting there shall not be Twelve Proprietors present who shall be Holders of at least Three hundred Shares in the Aggregate within Two Hours from the Time appointed for such Meeting, no Choice of Directors shall be made nor shall any Business be done, but in such Case there shall be another Meeting of the said Company at the same Place and the same Hour at the Expiration of Fourteen Days then next; and if at such adjourned Meeting there shall not be Twelve Proprietors present who shall be Holders of at least Three hundred Shares in the Aggregate within Two Hours from the Time appointed for such adjourned Meeting, such adjourned Meeting shall adjourn to the Seventh Day next following; and if at such further adjourned Meeting there shall not be present Twelve Persons who shall be Holders of at least Three hundred Shares as last aforesaid within the Time last aforesaid, such last-mentioned Meeting shall stand further adjourned to the Seventh Day next following; and in case such Number of Persons, qualified as aforesaid, shall not then be present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until the next General Half-yearly Meeting, or until new Directors shall be appointed.

Who to preside at General Meetings.

LVIII. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence any Director of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman.

Regulations as to voting at such Meetings.

LIX. And be it further enacted, That at all General and Special General Meetings to be convened by virtue of this Act all Corporations and Persons who shall have respectively duly subscribed for or become Proprietors of or entitled to Five Shares each or upwards in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have and be entitled to a Vote or Votes in respect of such Shares respectively, according to the Scale herein-after mentioned; (that is to say,) every Proprietor holding Five or more Shares and less than Ten Shares shall be entitled to One Vote, and holding Ten or more Shares and less than Twenty-five Shares to Two Votes, and holding Twenty-five or more Shares and less than Fifty Shares to Three Votes, and holding Fifty Shares or upwards to Four Votes: Provided nevertheless, that, except as herein-before provided with respect to the Mayor, Aldermen, and Burgesses of the Borough of *Southampton*, no Corporation or

Person shall have more than Four Votes in their or his own Right, and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of such Bodies or under the Hands of the other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking, and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by a Majority of Votes and Proxies then present, and the Determination of such Majority shall bind the Meeting, such Majority to be ascertained by a Show of Hands or by Ballot, or in such other Manner as shall from Time to Time be provided by any Bye Law of the said Company, or subject thereto and in default thereof by any Regulation of the Directors of the said Company, or subject to any such Bye Law or Regulation, or in default thereof by the Chairman at such Meeting; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and Proxy, but in case of an Equality of Votes shall and may also have a further or the dividing or casting Vote; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted, and other Circumstances, will admit; (that is to say,)

Form of Proxy.

'I *A. B.* of one of the Proprietors of the *Southampton* Dock Company, doth hereby appoint *C. D.* of to be the Proxy of said *A. B.*, to vote or give his Assent to or Dissent from any Business, Matter, or Thing relating to the said Undertaking which shall be proposed at any General or Special General Meeting of the said Company, *or* at the General Meeting to be held on the Day of in such Manner as he the said *C. D.* shall think proper. In witness whereof the said *A. B.* hath hereunto set his Hand [*or* Common Seal] the Day of .'

As to voting by joint Proprietors.

LX. And be it further enacted, That whenever Two or more Proprietors shall be jointly possessed or entitled to any Share in the said Undertaking, all such Proprietors shall be entitled to give their Votes in respect of such Share so jointly held by the Person whose Name shall stand first on the Books of the said Company as Proprietor of such Share, and whose Vote shall on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share.

Lunatics and Minors to vote by Committees and Guardians.

LXI. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or an Idiot, or a Minor under the Age of Twenty-one Years, such Lunatic or Idiot shall or may vote at such Meetings by his Committee or by any of his Committees, and such respective Committees may vote in respect of the Interest of such Lunatic or Idiot either in Person or by Proxy, and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians may vote in respect of the Interests of such Minor either in Person or by Proxy; provided that every such Committee or Guardian may also vote in right of his own Share as well

as in the Character of Committee of any Lunatic or Idiot, or of Guardian of any Minor, on the same Occasion.

Proprietors in arrear for Calls not to vote.

LXII. Provided also, and be it further enacted, That no Proprietor of any Share on which any Call made shall remain unpaid shall at any Meeting of the Proprietors of the said Company be allowed to vote, either personally or by Proxy, until the Money payable in respect of such Share, pursuant to such Call, shall have been fully paid, unless the Time of Payment thereof shall not have expired.

Proceedings of Meetings to be entered in a Book.

LXIII. And be it further enacted, That the Orders and Proceedings of every Meeting (as well General as Special) of the said Company shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such Meeting; and such Orders and Proceedings when so entered and signed, and also the Minutes or Entries herein-after provided to be kept of the Orders and Proceedings of the Directors when signed, as herein-after ordered, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without Proof of such Meeting having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors or Directors of the said Company, as the Case may be.

Powers of General Meetings.

LXIV. And be it further enacted, That it shall be competent to any General or Special General Meeting to call for, inspect, and examine the Accounts of the said Company, and of the Directors, and of the Receivers and Collectors of the Rates, Tolls, or other Sums, and of the Officers of the said Company, and also in like Manner to call for, inspect, and examine all Rules, Regulations, Account Books, Vouchers, Memorandums, and Documents relating to the said Company or the Business thereof, and to call for any Information or Explanation from the Directors, Secretary, and other Officers of the said Company in respect of the said Matters or any of them, and also to give and allow to the Directors for the Time being collectively, or to each or any of them individually, such Remuneration, Salary, or Allowance for his or their Time and Trouble in attending to and conducting the Business of the Company as by such Meeting shall be deemed fit, and also to allow and confirm the Accounts of the Company, so as to bind all the Proprietors for the Time being and all Persons claiming under them, and generally to consider and decide upon any Business, Matter, or Thing relating to the said Company and the Affairs and Concerns thereof.

Power to General Meetings to make Bye Laws.

LXV. And be it further enacted, That the said Company shall have full Power and Authority by the Resolution of any General or Special General Meeting as aforesaid from Time to Time to make such Bye Laws, Rules, and Orders as to the said Company shall seem right and proper for the good Government of the Officers and Servants of the said Company, and for regulating the Proceedings and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter and repeal such Bye Laws, Rules, and Orders, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same as to the said

Company

Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalties and Forfeitures may by this Act be levied and recovered; which said Bye Laws, Rules, and Orders, being reduced into Writing under the Common Seal of the said Company, shall be printed and distributed in the Port of *Southampton*, and Copies thereof given to Persons having Occasion for and requiring the same, and shall also be painted on Boards, and affixed and continued on some conspicuous Place within the Limits of this Act; and all such Bye Laws, Rules, and Orders as aforesaid, when so published and affixed, shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Rules, or Orders be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any of the Provisions in this Act contained; and also such Bye Laws, Rules, and Orders shall be subject to Appeal in manner herein-after mentioned.

Power to consolidate Two Shares into One.

LXVI. And be it further enacted, That it shall be lawful for any General or Special General Meeting to alter and vary the Amount of the Shares into which the Capital or Joint Stock of the said Company is hereby declared to be divided by consolidating Two of such Shares of Fifty Pounds each into One Share of One hundred Pounds: Provided always, that in case of such Consolidation being made or taking place every Proprietor of any One or more such Share or Shares of One hundred Pounds each shall, as regards the Number of Votes to which he shall be entitled, and the several Provisions of this Act in which the holding a certain Number of Shares by One or more Proprietors is made a necessary Qualification for any Purpose (but no further), be deemed to be a Proprietor of Two Shares in the said Undertaking in respect of each and every Share of One hundred Pounds so held by him.

Directors to be appointed.

LXVII. And be it further enacted, That the Business and Concerns of the said Company shall, until the First General Meeting of the said Company under this Act, be carried on under the Management of the Directors herein-after named; and shall, from and after such First General Meeting, be carried on under the Management of Sixteen Directors, to be chosen from Time to Time from amongst the Proprietors for the Time being of the said Company, qualified by holding Fifteen Shares or upwards each, together with the Director (if any) to be nominated by the Council of the Borough of *Southampton*, as herein-before provided; and such Directors shall have the general Management, Direction, and Superintendence and Control of the Business and Concerns of the said Company, and the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and also the Custody of the Books of Account, and other Books, Deeds, and Papers, and shall have Power to direct the Investment, calling in, and laying out, Sale and Disposal, of the Stocks, Effects, Funds, Monies, and Securities of the Company, and all other the Dealings of the Company; and to call and appoint the Times and Places of holding General and other Meetings of the Proprietors, and to superintend, direct, and control the Correspondence and Mode of keeping the Accounts, and the Ascertainment of Dividends and the Profits on Shares, and to do all other Things necessary

or

or deemed by them proper or expedient for carrying on the Business and Concerns of the Company, and to enforce, perform, and execute all the Powers, Authorities, Privileges, Acts, and Things in relation to the said Company, and to bind the said Company as if the same were done by the whole Corporation, except such as are hereby required to be done at some General or Special Meeting of the said Company; and that the Directors for the Time being shall have Power to frame Rules and Regulations and prescribe the Orders and Directions for carrying on the Business and Concerns of the said Company, and alter and vary the same from Time to Time as they in their Discretion shall think fit; and all such Rules and Regulations shall have the Force of Bye Laws, provided the same be not repugnant to any of the Provisions of this Act, nor to any Bye Law which may have been duly passed at any General or Special Meeting of the Proprietors of the said Company; and that no individual Proprietor not being a Director, except as herein-after provided, shall have a Right to any Interference, Management, Direction, or Control in or over the Business and Concerns of the said Company, or the Capital Stock or Effects thereof.

First Directors.

LXVIII. And be it further enacted, That *Charles Baker*, *Henry Buchan*, *Joseph Bushby*, *Samuel Chaplin*, *William Henry Hamilton*, *Charles Francis Head*, *Richard Heathfield*, *Almon Hill*, *John Hinxman*, *Robert Innes*, *William James Le Feuvre*, and *John Witt* shall be and they are hereby appointed the first or present Directors of the said Company under this Act, and they shall (unless they or any of them shall sooner die, resign, or become disqualified as herein-after mentioned,) continue in Office until the First General Meeting of the said Company to be held next after the passing of this Act; and at such last-mentioned Meeting all the said Directors shall go out of Office, and Sixteen Directors shall be elected in their Stead, who shall continue in Office until the First Half-yearly Meeting of the said Company in the Year One thousand eight hundred and thirty-eight; and at such First Half-yearly Meeting in the Year One thousand eight hundred and thirty-eight, and at the First General Half-yearly Meeting in every following Year, Four of the then Directors (to be determined by Ballot among themselves) shall go out of Office, and at each First General Half-yearly Meeting in every subsequent Year the Four Directors who shall have been longest in Office since their last Election shall go out of Office, and at every General Half-yearly Meeting at which Four Directors are to go out of Office as aforesaid Four new Directors shall be elected: Provided nevertheless, that it shall and may be lawful for the Proprietors at any General Meeting to reduce the Number of Directors for carrying this Undertaking into effect, and to declare which of the Directors hereby appointed or to be hereafter appointed shall retire from the Direction, and so from Time to Time: Provided also, that the Number of Directors, exclusive of the Director, if any, to be nominated by the Council as aforesaid, shall never be less than Twelve: Provided also, that until the said Docks shall be completed and opened for the Reception of Vessels One Half of the Directors for the Time being, exclusive of the Director, if any, to be nominated by the said Council as aforesaid, shall be Proprietors residing in or near the Town of *Southampton*, and the other Half shall be Proprietors not residing in or near the Town of *Southampton*; and that after the said Docks shall be completed and opened for the Reception of Vessels One Half at least of the Directors for the

Election of future Directors.

Time being shall be Proprietors residing in or near the Town of *Southampton*, and the other Half may be Proprietors residing or not residing in or near the Town of *Southampton*.

Directors going out of Office to be re-eligible.

LXIX. Provided always, and be it further enacted, notwithstanding any thing herein-before contained to the contrary, That any Director who shall go out of Office as aforesaid may be immediately or at any future Time re-elected by the said Company as a Director of the said Company, and after such Re-election he shall, with reference to the going out in rotation, be considered as a new Director.

No Person holding Office capable of being a Director.

LXX. Provided always, and be it further enacted, That no Person holding any Office, Place, or Employment, or being concerned or interested in any Contract, under the said Company, shall be capable of being chosen, or being so chosen of continuing, a Director to the said Company, nor shall any Director be capable of accepting any Office or Employment, or of taking or being concerned or interested in any Contract, under the said Company, and in either of the said last-mentioned Cases the Parties so offending shall forfeit the Sum of Fifty Pounds during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequent to his Election accept or continue to hold any Office or Place of Trust or Profit under the said Company, or shall either directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Fifteen Shares at least in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting at any succeeding Meeting of Directors: Provided nevertheless, that until the Disqualification of any Director shall have been communicated to and recorded by a Court of Directors, every Act and Proceeding to which such disqualified Director shall have been a Party shall be as binding and effectual as if no such Disqualification had taken place: Provided also, that it shall be lawful for any General Meeting to exempt any particular Person or Persons from the Operation of this present Clause in any Case they shall deem it advantageous so to do.

Power to dispense with this Rule in particular Cases.

For filling up casual Vacancies in the Directors.

LXXI. And be it further enacted, That when and so often as any of the Directors herein-before appointed, or any Director to be elected by virtue of this Act, shall die, or resign, or become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Means than by going out of Office as aforesaid, it shall be lawful for the remaining Directors to elect some other Proprietor, duly qualified as aforesaid, to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall continue in Office so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue in Office had he lived and remained in Office.

Directors may appoint Committees.

LXXII. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint out of their own Body One or more Committee or Committees, with such Powers and Authorities as the said Directors shall think proper to delegate or intrust to them, save and except nevertheless the making of Calls for Money upon the Proprietors of the said Undertaking, and that all Matters and

Things which a Court of Directors shall order and direct to be done by such Committee or Committees shall and may by virtue of such Orders be done by such Committee or Committees; and it shall be lawful for the said Directors, by an Order or Resolution of the Court of Directors for that Purpose, to break up and dissolve any such Committee, and to remove or displace any of the Members thereof, and to appoint others in their Place and Stead, or to appoint from Time to Time One or more other Committee or Committees in manner aforesaid, with such and the like or any other Power or Authority, when and so often as the said Directors shall think expedient.

For the Indemnity of Directors.

LXXIII. And be it further enacted, That the Directors, their Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur in the Execution of the Powers and Authorities hereby granted to them, and they shall be so indemnified out of the Assets for the Time being of the Company, and, if necessary, by Calls for that Purpose of the Capital which may remain unpaid; and the Directors for the Time being of the Company shall apply the then existing Funds, Assets, and Capital of the Company for the Purpose of such Indemnity and Reimbursement.

Meetings of Directors.

LXXIV. And be it further enacted, That the Directors for the Time being of the said Company shall meet together at the Office of the said Company once at least in every Calendar Month, and at such other Times as they shall think proper, and at such other Times as they shall be convened as herein-after mentioned, and each of such Meetings shall be styled "a Court of Directors;" but no Meeting of Directors shall be deemed a Court competent to enter and determine upon Business unless at least Three Directors shall be present at the Commencement of the Business, and when a Decision takes place upon the Whole or any Part of the Business; and that if on the Day appointed for such Meeting a sufficient Number of Directors to constitute a Court shall not attend, then and in every such Case the said Meeting shall be adjourned to the next or some subsequent Day by the Directors then present, but if none be present, then by the Secretary of the said Company or such other Person as shall attend in his Place; and that any Director shall be at liberty to call an Extraordinary Meeting of Directors upon such Notice and in such Manner, and to consist of at least such Number, not being less than Three, as shall from Time to Time be provided by the Bye Laws of the Company or the Orders of the Court of Directors; and it is hereby declared and directed, that the First Meeting of the said Court of Directors shall be held on the Third *Thursday* next after the passing of this Act, at the Office of the Company, at Twelve of the Clock at Noon: Provided, that until the said Dock or Docks shall be completed and open for the Reception of Ships and Vessels every such Meeting of Directors shall be held at the Office of the said Company in *London*: Provided nevertheless, that it shall be lawful for the Directors at any such Meeting of Directors, with the Consent of a Majority in Number of the Directors for the Time being, to adjourn such Meeting to any other Place whatsoever.

Proceedings at Meetings of Directors.

LXXV. And be it further enacted, That at the First Meeting of the Directors which shall be held next after the passing of this Act, or at some

some Adjournment thereof, and at the First Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provision herein contained, or some Adjournment thereof, and in subsequent Years, the First Meeting of Directors after a new Election of Directors, or at some Adjournment thereof, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company for the Time being a Chairman and Deputy Chairman of the said Directors: Provided always, that when and so often as the Chairman or Deputy Chairman of the Directors to be chosen by virtue of this Act shall die, or resign, or become disqualified, or otherwise cease to be a Director, it shall be lawful for the said Directors in like Manner at the Meeting to be held next after such Vacancy to choose some other of the said Directors to be their Chairman or Deputy Chairman; and every such Chairman and Deputy Chairman so to be chosen as last aforesaid to fill such Vacancy shall continue in Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue in Office if such Vacancy had not happened; and it is hereby declared, that in all Courts of Directors the Votes and Resolutions of the Majority of the Directors present, inclusive of the Chairman or Deputy Chairman or other Director presiding at such Meeting, and who shall be elected for that Purpose at such Meeting, in case both the Chairman and Deputy Chairman are absent, shall be binding; and that in case of an Equality of Votes the Chairman or Deputy Chairman or other Director presiding at each respective Meeting shall have a casting Vote besides his own Vote; and that the said Directors shall keep a regular Minute and Entry of the Orders and Proceedings at every Meeting of the said Directors, which shall be signed by the Chairman at each respective Meeting; and that the said Directors shall, if required, from Time to Time produce such Minutes to the Half-yearly General Meetings and to the Special General Meetings of the said Company, and shall in all Things obey their Orders and Directions.

Power to Directors to make Calls.

LXXVI. And be it further enacted, That the Directors shall have full Power from Time to Time to make such Calls of Money from the several Subscribers to and Proprietors for the Time being of the said Undertaking, not exceeding in the whole, including the Sum already paid in respect of such Shares, the Sum of Fifty Pounds on each Share, as they shall from Time to Time find necessary for the Purposes of the said Company, so that no such Call shall exceed the Sum of Five Pounds upon each Share in the said Undertaking, and so that the total Amount of such Calls in every One Year shall not exceed Twenty Pounds upon each Share, and there shall be an Interval of Three Calendar Months at least between every Two successive Calls; and that such several Sums of Money so to be called for shall be paid into such Bank or Banks, or to such Person or Persons, and at such Time and Place, and in such Manner, as the said Directors shall from Time to Time order and appoint, of which Time and Place Twenty-one Days Notice at the least shall be previously given by Advertisement under the Hand of the Secretary for the Time being, inserted in Two or more of the daily *London* Newspapers, and in One or more Newspapers usually circulated in the County of *Southampton* and the Town of *Southampton*.

Directors may make Purchases

LXXVII. And be it further enacted, That the Court of Directors for the Time being shall have full Power and Authority on behalf of the said Company

Company to purchase Lands and Materials, and all other Matters and Things which they shall deem necessary or expedient for the Use of the said Undertaking, and generally to enter into and execute, and also to release, modify, alter, vary, and discharge, any Contract, Agreement, or Engagement, whether under Seal or otherwise, on behalf of the said Company, respecting the Matters aforesaid, and any other Matters whatsoever in which the said Company may be interested, and to make and execute all Assignments and Conveyances, and all other Acts to which the Corporate Seal is required to be affixed; and that the Chairman or Deputy Chairman of the Directors for the Time being of the said Company, and in their Absence then the Directors present at any such Court as aforesaid, shall have the Power, in pursuance of the Resolution of a Court of Directors, but not otherwise, to use the Common Seal on behalf of the said Company; and that all Contracts in Writing relating to the Affairs of the said Company which shall be signed by any Three of the Directors, in pursuance of a Resolution of a Court of Directors, shall be binding on the said Company and all other Parties thereto, and their respective Successors, Heirs, Executors, and Administrators, and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company or any other Parties thereto failing in the Execution thereof.

and Contracts, and affix the Common Seal thereto.

LXXVIII. And be it further enacted, That the said Directors shall have full Power and Authority to direct and employ the Works and Workmen, and regulate the Use of the said Dock or Docks, and the Amount of the Rates, Rents, and Sums of Money to be taken and received under the Authority of this Act, and also from Time to Time to appoint and displace the Banker or Bankers and the Solicitor or Solicitors of the said Company, and also to appoint the Secretary of the said Company, and all such Managers, Officers, Agents, Clerks, Collectors, Workmen, and Servants as the said Directors shall think proper, and to allow to them respectively, and also to any Director or Directors authorized by any General Meeting to hold any Office, Place, or Employment under the Company as aforesaid, such Salaries, Gratuities, and Recompences as to the said Directors shall seem proper, and shall have Power from Time to Time to delegate to them respectively, by any Instrument in Writing or otherwise, such Powers and Authorities as the said Directors may deem expedient, and to vary, alter, and revoke such Powers and Authorities, and to grant and delegate others, whensoever and so often as the said Directors may think proper, and shall have Power to displace or remove any Secretary, Managers, Officers, Agents, Clerks, Workmen, and Servants, either as Occasion shall require or as the said Directors in their Discretion shall think fit, and also from Time to Time, if deemed expedient, to appoint other Persons to fill Vacancies in their Places and Situations respectively, occasioned by such Displacement or Removal as aforesaid, or by Death, Resignation, or otherwise: Provided nevertheless, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company for their Services as Directors.

Directors empowered to direct the Workmen, &c.

LXXIX. Provided always, and be it further enacted, That the said Directors shall and they are hereby required to take sufficient Security from every Treasurer, Receiver, or Collector appointed by the said Directors, having the Authority or Control of any Monies received by

Directors to take Security from Officers.

virtue of this Act, for the faithful Execution of his Office before he shall enter thereupon.

The same Person not to be Clerk and Treasurer.

LXXX. And be it further enacted, That if the said Company shall at any Time appoint a Clerk and also a Treasurer it shall not be lawful for them to appoint the Persons who may be appointed to act as a Clerk in the Execution of this Act, or the Partner of any such Clerk, or the Clerk or any other Person in the Service or Employ of any such Clerk or of his Partner, the Treasurer for the Purposes of this Act, or to appoint the Persons who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or any other Person in the Service or Employ of any such Treasurer or of his Partner, the Clerk to the said Company; and if any Person shall act in both Capacities of Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk, or the Clerk or other Person in the Service or Employ of such Clerk or of his Partner, shall act as Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer, or the Clerk or other Person in the Service or Employ of the Partner of such Treasurer, shall act as Clerk in the Execution of this Act, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same, to be recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster* by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Directors to cause a Book-keeper to keep Accounts.

LXXXI. And be it further enacted, That the said Directors shall cause a Book or Books to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book or Books true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book or Books shall at all reasonable Times be open to the Inspection of any of the Proprietors of the said Company, or of any Loan Creditor for any Money to be borrowed under this Act as herein-after mentioned, without Fee or Reward, and the said Proprietors or any Creditor as aforesaid shall and may take Copies of or Extracts from the said Book or Books, or any Part thereof, without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit the said Proprietors or any such Creditors to inspect any such Book or Books, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Officers to account.

LXXXII. And be it further enacted, That every Officer and Person who shall be employed by virtue of this Act from Time to Time shall, when thereunto required by the said Company or by the said Directors,

make out and deliver to the said Company or to the said Directors, or to such Persons as they shall respectively for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act, and stating how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments, and every such Officer and Person shall pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the Treasurer of the said Company, or to such Persons as the said Company or Directors shall appoint to receive thē same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up such Vouchers and Receipts relating to the same, or to pay the Balance thereof, when required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company or to the said Directors, or to such Person as they shall respectively appoint, within Fifteen Days after being thereunto required by the said Company or by the said Directors as last aforesaid, all Books, Papers, Vouchers, and Writings in his Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being thereof made by the said Company or by the said Directors, or by any Person on their Behalf, to any Justice of the Peace for the County or Place in which such Officer or Person shall be or reside, such Justice may and he is hereby required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company or the said Directors might have done; and if upon Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected or received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Accounts in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required by Warrant under his Hand and Seal to commit such Officer or Person to some Common Gaol or House of Correction of or for the County or Place in which such Officer or Person shall live or reside, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made; or

until

until he shall have compounded with the said Company or with the said Directors for such Money and Charges, and have paid the Composition Money to the said Company or to the said Directors, and which said Composition the said Company and the said Directors are hereby respectively empowered to make and accept; or until he shall have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company or to the said Directors: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Three Calendar Months.

Subscribers to pay Calls.

LXXXIII. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking, and every Proprietor of any Share in the said Undertaking, shall pay and they are hereby required to pay the respective Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors, by virtue of and pursuant to the Powers and Authorities of this Act, to such Persons and at such Times and Places as the Directors shall from Time to Time in manner herein-before mentioned direct and appoint; and if any Proprietor of any such Shares shall refuse or neglect to pay his rateable Proportion of the Money so to be called for at such Time and in such Manner as aforesaid, then and in such Case and as often as the same shall happen such Proprietor shall, if required, pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Proprietor of any such Share shall neglect or refuse so to pay such his rateable Proportion, together with Interest, if any, accruing for the same, for the Space of One Calendar Month next after the Day appointed for the Payment thereof as aforesaid, then it shall be lawful for the said Company to sue for and recover the same, with full Costs of Suit, in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Wager, or Protection of Law, nor more than One Imparlance, shall be allowed,

Proceedings and Evidence in Actions for Calls.

LXXXIV. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor of any Share in the said Undertaking to recover any Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of so many Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to for so many Calls of such Sums of Money upon so many Shares belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matters; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such respective Calls was a Proprietor of such Shares in the said Undertaking as such Action is brought in respect of, and that such Calls were in fact made, and that Notice thereof was given as is directed by this Act, without proving the Appointment of the Directors who made such Call, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due,

due, including Interest, computed as aforesaid, in respect of such Calls, unless it shall appear that any such Call exceed Five Pounds for every Share of Fifty Pounds, or was made within the Space of Three Calendar Months from the last preceding Call, or that Calls amounting to more than Twenty Pounds in the whole for each Share had been made in some One Year; and in order to prove that such Defendant was a Proprietor of such Shares in the said Undertaking as alleged, the Production of the Book in which the Secretary of the said Company is by this Act directed to enter and keep a List of the Names and Additions and Places of Abode of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to hold, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number or Amount of his Shares therein.

Shares liable to Forfeiture for Non-payment of Calls.

LXXXV. And be it further enacted, That if any Subscriber for or Proprietor of any Share in the said Undertaking shall refuse or neglect to pay his rateable Proportion of the Money so to be called for as aforesaid, together with the Interest, if any, accruing for the same, for the Space of One Calendar Month after the Day appointed for the Payment thereof as aforesaid, then and in every such Case the said Directors may and they are hereby authorized to declare the Share or Shares belonging to any Person so refusing or neglecting to pay any such Call, together with Interest, in manner last aforesaid, to be forfeited, and to direct the same to be sold, subject to the Provisions of this Act, nevertheless without Prejudice to the Right of enforcing the Payment of such Call or Calls: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing, under the Hand of Three Directors or of the Secretary of the said Company, of such Share having been declared by the Directors forfeited, shall have been given or sent by the Post, or left at the last known Place of Abode in *England* of the Proprietor of such Share, or at the Place mentioned and described as his Place of Abode in the Books in which the Secretary of the said Company is directed by this Act to enter and keep a List of the Names and Additions and Places of Abode of the several Proprietors of Shares in the said Undertaking, nor until the Declaration of Forfeiture thereof by the said Directors shall have been confirmed at a Half-yearly General Meeting of the said Company, or at a Special General Meeting of the said Company to be called for that Purpose, and to be respectively held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given or sent as aforesaid.

Forfeited Shares how to be disposed of.

LXXXVI. And be it further enacted, That after such Forfeiture shall have been confirmed by such Half-yearly or Special General Meeting, the said Company, by an Order to be made at a General Meeting or Special General Meeting, shall have Power to direct the said Directors to sell and dispose of the Shares so forfeited, or any of them, in manner by this Act directed, and the said Directors may and they are hereby authorized in that Case to sell and dispose of such Shares by public Auction or private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and an Affidavit sworn, or, in case of a Quaker, an Affirmation affirmed to, by some credible Person not interested, before any Justice of the Peace, or Master or Master Extraordinary

in the High Court of Chancery, stating that such Call had been made by the said Directors, and such Notice thereof as aforesaid given, and that such Default as aforesaid had been made in payment thereof in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner aforesaid, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of Proceeding in reference to such Sale; and any Proprietor shall be enabled to purchase such Share.

Surplus proceeds of Sale of forfeited Shares to be repaid to the Owner.

LXXXVII. Provided always, and be it further enacted, That in case the Money produced by the Sale of any such Share as shall be forfeited by reason of the Nonpayment of any Call or the Interest thereon, as herein authorized, shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expences attending the Sale thereof, or otherwise occasioned by such Forfeiture, the Surplus of such Purchase Money shall be paid, on Demand, to the Party to whom such forfeited Share shall have belonged: Provided also, that the said Company or the said Directors shall not by virtue of this Act sell or transfer more of the Shares of such Defaulter in payment of Calls than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears due from such Defaulter for or on account of such Call, and the Interest on and Expences attending the same; and from and after the Payment of such Call, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Call had been duly paid, but it is hereby expressly declared that this Provision shall not affect the Title of any Purchaser under the Powers herein-before contained.

For ascertaining the Proprietorship of Shares in certain Cases in order to a Sale.

LXXXVIII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry (being Females), or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to some other Person, and no Register shall have been made of the Transfer thereof with the Secretary of the said Company as herein-after provided, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares in order to give them, or their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain any Action, Suit, or other Proceeding against them, or their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore further enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed in the Form and Manner herein-after specified, and such Declaration as is herein-after in that Behalf directed shall have been transmitted to the said Company, then and in any of the said Cases, after Twenty-one Days Notice in Writing shall have been given under the Hands of There Directors or of the Secretary of the said Company to the Person or Corporation stating or

claiming in such Declaration to be the then Proprietor of such Share, or left at the last or usual Place of Abode in *England* of such Person, or of the Clerk of such Corporation, (as the Case may require,) to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers and such Indemnity to Purchasers as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon; and in case there shall be no such Declaration made as aforesaid, then such Notice as is hereinbefore directed to be given shall be served upon or left at the last known Place of Abode in *England* of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or in the Event of the Share having been so disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case of the last or usual Place of Abode of such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the same shall be out of the Kingdom, such Notice shall be inserted once at least in the *London Gazette*, and in all such Cases after such Notices or Default being made the said Shares shall be forfeited, and shall or may be sold in manner aforesaid, and the like Evidence of the Title shall be sufficient on any Sale, and the like Indemnity to the Purchasers shall exist as in other Cases of Sales for Nonpayment of Calls; provided that in case of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which the Notice shall be given as aforesaid, and inserted in the *London Gazette* as aforesaid.

Names and Additions of Proprietors to be entered in a Book.

LXXXIX. And be it further enacted, That the said Company shall and they are hereby required from Time to Time to cause the Names of the several Corporations, and the Names and Additions and Places of Abode of the several Persons who shall be from Time to Time respectively entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to hold, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every such Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Secretary of the said Company; and that every Proprietor of the said Undertaking, or in the Case of a Corporation, their Clerk or Agent duly appointed, may at all convenient Times have recourse to and peruse the same *gratis*, and may demand and have Copies thereof or of any Part thereof, paying to the said Company at and after the Rate of Sixpence for every One hundred Words so to be copied; and if any such Secretary of the said Company shall refuse to permit any such Proprietor or Agent as aforesaid to peruse such Books at all convenient Times, or refuse to make such Copy within a reasonable Period at the Rate aforesaid, he shall for every such Offence forfeit and pay the Sum of Five Pounds for the Benefit of the said Undertaking.

XC. And

Proprietor whose Name stands first to be deemed the Owner.

XC. And be it further enacted, That whenever Two or more Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall for the Purposes of this Act be deemed the Proprietor of such Share, and all Notices by this Act required to be given to Proprietors of Shares in the said Undertaking shall and may, for and in respect of any such Shares so jointly held, be given to the Person whose Name shall so stand first on the Books of the said Company, or be left at the last or usual Place of Abode in *England* of such Person, or at the Place mentioned and described as his Place of Abode in the Book in which the Secretary of the said Company is by this Act directed to enter and keep a List of the Names and Additions and Places of Abode of the several Proprietors of Shares in the said Undertaking, or be inserted in the *London Gazette* as herein-before mentioned (as the Case may require), and such Notice to such Person shall be deemed sufficient Notice to all Proprietors of such Shares so jointly held for all the Purposes for which such Notice is intended to be given.

Receipt of the Proprietor whose Name stands first a sufficient Discharge.

XCI. Provided always, and be it further enacted, That the Receipt of the Person or of any one of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company and Directors for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Trusts upon which such Share shall be then settled or assured, and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipts of Committees and Guardians of Lunatics and Minors sufficient.

XCII. And be it further enacted, That in all Cases where any Dividend or other Sum of Money shall be payable, under the Provisions of this Act, to any Proprietor of any Share in the said Undertaking who shall be a Minor under the Age of Twenty-one Years, or Idiot or Lunatic, the Receipt of the Guardian, if any, or if not of the Parent of such Minor, or of the Committee or one of the Committees of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and Directors for the same.

Shares to be Personal Estate.

XCIII. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Shares to be transferrable.

XCIV. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors, Administrators, and Successors, to sell or otherwise dispose of and to transfer any Share to which they shall be entitled therein, subject to the Rules and Conditions herein provided, and to such Restrictions and Regulations, if any, as the Directors may from Time to Time think necessary to impose; and the Form of Transfer of Shares may be in the following Words,

Words or to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require; (that is to say,)

Form of Transfer.

'I *A. B.* of in consideration of the Sum of paid to me by *C. D.* of do hereby assign and transfer to the said *C. D.* Share [*or* Shares] numbered of and in the Undertaking called "The *Southampton* Dock Company," to hold unto the said *C. D.*, his Executors, Administrators, and Assigns [*or* Successors and Assigns], subject to the same Conditions as I held the same immediately before the Execution hereof; and I the said *C. D.* do hereby agree to accept and take the said Share [*or* Shares] subject to the same Conditions. As witness our Hands and Seals the Day of '

And in every such Sale the Deed or Transfer being executed by the Seller and Purchaser shall be produced to the said Company or the Secretary of the said Company, who shall enter into some Book to be kept for that Purpose a Note of such Transfer, and indorse the same on the said Deed of Transfer, and the said Company or Secretary is hereby required to make such Entry and Indorsement accordingly, for which the said Company shall be paid such Sum (if any) as the said Company shall appoint, not exceeding the Sum of Two Shillings and Sixpence; and until such Note shall have been made and entered as before directed such Purchaser shall not be deemed a Proprietor of the Company, and shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof.

No Share to be transferred on which any Call is in arrear.

XCV. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking after any Call shall have been made by the said Directors for any Sum of Money in respect of such Share, unless he or they, at the Time of such Sale or Transfer, shall have paid the full Sum of Money which shall have been called for in respect of each Share to be so sold or transferred.

For ascertaining the Proprietorship of Shares in certain Cases, in order to the Payment of Dividends.

XCVI. And whereas by the Death of or by any other Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein-after directed, a Declaration, pursuant to the herein-before mentioned Act of the Sixth Year of His present Majesty's Reign, shall be made by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath passed to such other Person or Corporation; and such Declaration shall be transmitted to the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company; and the said Company shall be entitled to receive for each such Entry as is herein-before directed the Sum of Two Shillings and Sixpence and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive,

constructive, to which any such Share or Shares shall be subject or liable; and before such Declaration shall have been transmitted and such Entry made as aforesaid no Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking by right of Marriage with any Female Proprietor shall be entitled to receive the same, or to vote, or to exercise any of the Privileges of a Proprietor in respect of any Share so claimed, a Declaration pursuant to the said Act of the Sixth Year of His present Majesty's Reign, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, shall be entitled to receive the same, or to vote, or to exercise any of the Privileges of a Proprietor in respect of any Share so claimed, the said Will or the Probate thereof, or the Letters of Administration, or an Office Copy of such Will or Letters of Administration, shall be produced and shown to the said Company.

Interest at 4*l.* per Cent. per Annum to be paid until Docks completed.

XCVII. And be it further enacted, That until the said Dock or Docks and other Works hereby authorized to be made shall be completed for the Reception of Ships and Goods, the said Company shall and they are hereby required to pay Interest after the Rate of Four Pounds for every One hundred Pounds by the Year upon the Principal Monies which for the Time being shall be so subscribed and actually paid as aforesaid, which Interest shall commence and be computed, as to the Sums already paid by the said several Proprietors in respect of their respective Shares, from the Day which shall be appointed for Payment of the first Call to be made under the Authority of this Act, and as to the Monies which shall be paid by the said respective Proprietors in respect of future Calls to be made under the Authority of this Act, from the respective Days on which such Monies shall be actually paid, such Interest to be paid and payable half-yearly at the Office of the said Company, or at such other Place or Places as the Directors for the Time being shall appoint for that Purpose, on the Tenth Day of *January* and the Tenth Day of *July* in each Year, and to be computed up to the Thirty-first Day of *December* and the Thirtieth Day of *June* next preceding the Days of Payment thereof respectively.

Accounts to be made up half-yearly.

XCVIII. And be it further enacted, That the said Company or the Directors of the said Company shall and they are hereby required to cause a true and particular Account to be kept and to be made up twice in every Year, (that is to say,) on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money to be received by the said Company and by the Directors of the said Company, or otherwise for the Use of the said Company, by virtue of this Act, and of the Charges and Expences

attending

attending the making or maintaining and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company and of the said Directors, up to the Period at which such Account shall be made up and balanced; which Account shall be laid before the then next Half-yearly General Meeting of the said Company herein-before directed to be held, and which Account shall be produced to any Proprietor who shall require to be allowed to examine or inspect the same at any Time within Seven Days prior to the Day of such Half-yearly General Meeting: Provided always, that if the Account so to be laid before any Half-yearly General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Ten or more Proprietors, each of whom shall hold at least Fifty Shares in the said Undertaking, who shall examine into such Account, and report thereon to a future Meeting of the said Company to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times cause to be produced to the said Committee or any Member thereof all Books of Account, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Declaring Dividends.

XCIX. And be it further enacted, That after the Expiration of Twelve Calendar Months from and after the Time when the said Docks, Wharfs, Warehouses, and other Works shall be opened for the Reception of Ships and Goods, it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any Half-yearly General Meeting or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, if the Majority of Proprietors present at such Meeting shall think proper so to do, and such Dividends shall be after the Rate of so much *per* Share upon the several Shares held by the Proprietors of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than half-yearly, and no Dividends shall be made exceeding the net Amount of clear Profits at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share, after a Day appointed for the Payment of any Call of Money in respect thereof, until such Call shall have been paid.

Reserved Fund.

C. And be it further enacted, That previously to any Dividend being declared out of the net Profits of the said Company it shall be lawful for the said Directors in their own Discretion to set apart One Fourth Part or any less Part of such net Profits to form a Fund to be set apart as is hereinafter mentioned, and the remaining Three Fourths or other greater Part only of such net Profits shall in that Case be divisible among the Proprietors of the said Company, any thing herein-before contained to the contrary notwithstanding: Provided always, that if at any Time such reserved Fund shall amount to the Sum of Two hundred thousand Pounds, then in such Case the whole of such net Profits shall be divisible among the Proprietors of the said Company.

Reserved Fund to be accumulated in Trustees

CI. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to lay out and invest in the Names of Four

until it amounts to 200,000*l.*

Trustees for and on behalf of the said Company, to be nominated by the said Directors, such One Fourth or other less Part of the said net Profits, as and when the same may be set apart as aforesaid, in such of the Public Funds or Stocks of *Great Britain* as the said Directors shall deem expedient, and from Time to Time to lay out and invest the Dividends and Interest arising from such Funds or Stocks in the same or any other Public Funds or Stocks, in order that the same may be accumulated at Compound Interest until the Fund so formed shall amount to the said Sum of Two hundred thousand Pounds: Provided always, that when such Fund shall by Accumulation or otherwise amount to the said Sum of Two hundred thousand Pounds the Interest and Dividends thereof shall no longer be invested, but shall be applied for the general Purposes of the said Company.

Reserved Fund may be resorted to, to answer Demands.

CII. And be it further enacted, That it shall be lawful for the said Directors to apply and dispose of the reserved or accumulated Fund so to be formed as aforesaid, or any Part thereof, for any of the Purposes by this Act authorized.

Reserved Fund when reduced below 200,000*l.* may be again accumulated.

CIII. And be it further enacted, That when and so often as the Fund to be formed as aforesaid shall by the Means aforesaid or from any other Cause have been reduced below the Sum of Two hundred thousand Pounds, the One Fourth or other less Parts of the net Profits of the said Company shall again in like Manner be liable to be set apart and invested, and the Interest and Dividends thereof in like Manner again to be allowed to accumulate at Compound Interest, until such Fund shall again amount to the Sum of Two hundred thousand Pounds, and such reserved or accumulated Fund shall then thereafter be liable to be again divided in manner herein-before authorized.

Power to vary Securities in which the reserved Fund is invested.

CIV. And be it further enacted, That it shall be lawful for the said Directors from Time to Time as they shall think proper to vary or transpose the Funds or Stocks, or any of them, in which the said Monies or reserved Fund, or any Part thereof, shall from Time to Time be invested, and also sell and dispose of all or any Part of the said reserved Fund and Stocks, and to convert the same into Money for the Purpose of satisfying any Claims or Demands upon the said Company as herein-before mentioned.

Power to borrow Money, in addition to Capital, on Security of the Undertaking.

CV. And be it further enacted, That in case the Monies hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company, by an Order of any General or Special General Meeting of the said Company, from Time to Time to borrow and take up at Interest any further or additional Sum of Money, not exceeding the Sum of One hundred and fifty thousand Pounds, on the Credit of the said Undertaking, as to them shall seem proper; and the said Company and the Directors of the said Company, after an Order made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums, as the Security for any

such Sum of Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party or to his Trustee who shall advance the same; and a Copy of the Order of any General or Special General Meeting of the said Company authorizing the borrowing of any such Sum of Money, certified by One Director or the Secretary of the said Company to be a true Copy, shall be sufficient Evidence of the making of such Order for raising such additional Sum of Money, and also the Money authorized to be raised by Subscription as aforesaid being insufficient for the Purposes of this Act; and all such Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company, and may be in the Words or to the Effect following, or with such Variations therein as the Circumstances of the Loan may render necessary; that is to say,

Form of Security.

'*Southampton* Dock Company.

'Number

'BY virtue of an Act passed in the Sixth Year of the Reign of His 'Majesty King *William* the Fourth, intituled [*here insert the Title of* '*this Act*], we, "The *Southampton* Dock Company," incorporated by and 'under the said Act, in consideration of the Sum of 'to us paid by *A. B.* of do assign unto the said *A. B.*, 'his Executors, Administrators, and Assigns, the said Undertaking, 'and all and singular the Rates, Tolls, and Sums of Money arising by 'virtue of the said Act, and all the Estate, Right, Title, and Interest of 'the said Company of, in, and to the same, to hold unto the said *A.B.*, 'his Executors, Administrators, and Assigns, until the said Sum of ' together with Interest for the same after the Rate 'of for every One hundred Pounds for a Year, shall be 'fully paid and satisfied. Given under our Common Seal this 'Day of in the Year of our Lord .'

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled one with the other to their respective Portions of the said Rates, Tolls, and Sums and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority in the Date of any such Order of Meeting, or Priority in Date of any such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of every such Mortgage or Assignment, containing the Number and Date thereof, and the Names of the Parties (with their proper Additions) to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall within Fourteen Days next after the Date thereof be entered in some Book to be kept by the Secretary of the said Company, which said Book may be perused at all seasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgages or Assignments shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights or Interests therein to any other Person or Persons; and every Transfer thereof shall be by Deed duly stamped, in which the Consideration for such Transfer shall be truly stated and specified; and such Transfer may be made in the Words or to the Effect following; (that is to say,)

Securities transferable.

Form of Transfer.

'I *A.B.* of in consideration of the Sum of to me paid by *C.D.* of do hereby transfer to the said *C.D.*, his Executors, Administrators, and Assigns, a certain Mortgage, Number made by "The *Southampton* Dock Company" to bearing Date the Day of for securing the Sum of and Interest, and all my Right, Estate, and Interest in and to the Money thereby secured, and in and to the Rates, Tolls, Sums of Money, and Property thereby assigned. Dated this Day of in the Year of our Lord .'

And every such Transfer shall, within Fourteen Days next after the Date thereof if executed in *England*, or otherwise within Fourteen Days next after the Arrival thereof in *England* if executed elsewhere, be produced to the Secretary of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid such Sum as the said Company shall appoint, not exceeding the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every such Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Sum of Money thereon due or thereby secured, or any Part thereof.

Interest of Money borrowed payable in preference to Dividends.

Power for recovering the same.

CVI. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be unpaid for the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Ten Days next after Demand thereof in Writing shall have been made to the said Company, or left at the Office of the said Company, it shall be lawful for any Two or more Justices of the Peace acting for the Town and County of the Town of *Southampton*, not being interested in the Matter in question, and they are hereby required, on Request to them made by or on behalf of any Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person to receive the Whole or such Parts of the Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid, and the Monies to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the said Rates, Tolls, or Sums, be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied the Power or Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Mortgagees not to be deemed Proprietors.

CVII. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred as

aforesaid shall be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at any Meeting of the said Company, by or on account of his having advanced any Money on such Mortgage or Assignment.

When any Money borrowed is paid off the Amount may be raised again.

CVIII. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part of the Principal Sum so raised or borrowed upon Mortgage, Assignment, or Charge as aforesaid, then and in every such Case it shall be lawful for the said Company immediately and at any Time or Times thereafter again to raise, in lieu of the Principal Money so paid off by them, such Sum or Sums of Money as they shall from Time to Time have paid off to the Holders of such Mortgages or Assignments, or any of them, or any Part thereof, and so from Time to Time as often as the same shall happen; but so nevertheless that the said Company shall not in any Event borrow upon Mortgage, Assignment, or Charge as aforesaid in such Manner or to such Extent as that more than the Principal Sum of One hundred and fifty thousand Pounds in the whole shall be owing at any one Time on Mortgage or Assignment of or as a Charge upon the said Undertaking, over and above the Amount of Calls for the Time being remaining unpaid and still to be called for by the said Company.

Limiting the Amount to be borrowed.

Power to stipulate Periods for Redemption of Money borrowed.

CIX. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof; and in case the Company shall cause to be inserted in such Mortgage or Assignment the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured, and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time or Times so to be fixed to the Party who shall, upon the Expiration of such Period or Periods, be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

Provisions as to Repayment where no Time is stipulated.

CX. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act, the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Secretary of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in the *London Gazette* and in One or more Newspapers circulated in *London* and the Town of *Southampton*; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money unless the said Company shall, on Demand, make default in the Payment of the said Principal Money and Interest then due in pursuance of such Notice.

CXI. And

For enforcing the Repayment of the Principal Money borrowed.

CXI. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for the County of *Southampton* or the Town and County of the Town of *Southampton* respectively, acting within their respective Jurisdictions, and not being interested in the Matter in question, and they are hereby respectively required, on Request to them made on behalf of any Parties entitled to any such Mortgage or Assignment as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting in the whole to the Sum of Twenty thousand Pounds or upwards, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or for the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully satisfied and paid; and after such Principal, Interest, and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Power to build Piers at the Entrances of the Docks.

CXII. And be it further enacted, That it shall be lawful for the said Directors, and their Servants, Agents, and Workmen, to build, repair, and maintain Two or more Piers within the Tideway of *Southampton* Water and the River *Itchen*, or either of them, at or near the Lands hereby authorized to be purchased or taken, or any Part or Parts thereof, except on the North-western Side thereof, to the Intent that Ships, Barges, and other Vessels may safely and conveniently enter into and go out of the said intended Docks, Cuts, and Basins hereby authorized to be made, and for that Purpose to erect such Dams and other Devices or Things, or any of them, within the Tideway of the *Southampton* Water and the River *Itchen*, or either of them, as may be necessary or proper, during such Time or Times as such Piers or any of them, or any of the Works respectively belonging thereto, shall be building, altering, or repairing, so that the said Piers respectively do not project more than Two hundred Feet from the Boundary Line of the said Dock or Docks as described in the amended Map or Plan so to be deposited with the Clerk of the Peace for the Town and County of the Town of *Southampton* as aforesaid; provided that such Piers shall not be built so as to injure the Navigation of the said River and Water, or either of them.

Power to place Buoys, &c. for the Docks.

CXIII. And be it further enacted, That the said Directors shall and may lay or place, or cause to be laid, made, or placed, such Buoys, Mooring Chains, Anchors, Craft Posts, or Dolphins in the *Southampton* Water and the

the River *Itchen*, or either of them, and make or cause to be made such Sluices, Locks, Floodgates, Engines, Machines, Pipes, Bridges, Roads, and other Works, Requisites, Matters, and Things, in or upon or leading to or communicating with the said intended Dock, Locks, Basins, Cuts, or other Works, or any of them, as they shall from Time to Time deem necessary for the more convenient Use thereof and of the other Works appertaining thereto, and for the Purposes aforesaid or any of them to erect such Dams, Coffer Dams, and other Devices and Things within the *Southampton* Water and the River *Itchen*, or either of them, as may be found necessary or proper, during such Time or Times as any of the said Works respectively shall be making, altering, and repairing, and from Time to Time and at all Times hereafter shall also well and sufficiently amend, repair, maintain, support, and cleanse such Docks, Basins, Sluices, Locks, Floodgates, Engines, Machines, Pipes, Bridges, and other Works, Matters, and Things respectively, so that the Navigation of the said River and Water respectively be not prevented or impeded thereby.

Draw and Turning Bridges to be made for the Use of the Public.

CXIV. And be it further enacted, That it shall be lawful for the said Directors, if they in their Discretion see fit, at any Time or Times hereafter, to make and build such good and substantial Drawbridges and Turning Bridges for Carriages and Passengers over the said intended Entrances or any of them, and at such other Places as they shall deem necessary, and to keep the same in good and substantial Repair.

Power to stop up, alter, and make Sewers and Drains.

CXV. And be it further enacted, That it shall be lawful for the said Directors to cause all or any Sewers and Drains which shall lie and be in or near the intended Situation of the said Docks, or any of the Basins or other Works which shall belong thereto, to be filled or stopped up, arched over, widened, or otherwise altered, as they shall think necessary for making and completing the said Docks, Basins, and other Works, so as that they the said Directors do and shall at the same Time make and build, and they are hereby authorized and required to make and build, in lieu of the said Sewers and Drains so to be filled and stopped up, other good Sewers and Drains of sufficient Depth and Width for carrying off the Water from the Lands and Premises adjoining or near the said Works, and as serviceable and convenient in all respects as the Sewers or Drains so to be filled or stopped up, and so that all such widening, altering, and building of Sewers and Drains by them as aforesaid shall be done under the immediate Direction and Inspection of the Commissioners acting in the Execution of certain Acts for paving, repairing, cleansing, lighting, and watching the Town and County of the Town of *Southampton*, or their Surveyor or Agent for the Time being, to whom the said Directors shall give Fourteen Days Notice before they shall begin to do the same respectively; and all such and so many of the said new Sewers and Drains as shall not be included within the Walls of any of the said Docks shall immediately on their being made become vested in and be and remain under the immediate Direction of the said Commissioners, who shall have and exercise the Powers and Authorities already invested in them as such Commissioners upon and over the same: Provided that nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the said Commissioners, but all the

Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

Power to alter and divert Highways.

CXVI. And be it further enacted, That it shall be lawful for the said Directors, by and with the Consent of any Two or more Justices of the Peace for the said Town and County of the Town of *Southampton*, to alter, turn, stop, divert, widen, improve, or cross such public Roads, Paths, and Highways as shall or may interfere with the Docks and Basins hereby authorized to be made, or any of them, or with any of the Works belonging thereto, and the said Directors shall and they are hereby required to make such other Roads, Paths, and Highways in the Stead of such Roads, Paths, and Highways so altered, turned, stopped, or diverted, widened, improved, or crossed, as convenient for the Public as the old Roads, and in such Manner and Form as the said Justices shall direct and appoint; and all such Roads, Paths, and Highways as shall be so widened, turned, improved, or crossed shall be so done under the Inspection and Direction of the Surveyor or Surveyors of the Highways in and for the several Liberties, Parishes, Hamlets, or Places in which such Roads, Paths, and Highways shall be respectively situated.

Power to supply the Docks with Water.

CXVII. And be it further enacted, That it shall be lawful for the said Directors, and they are hereby fully authorized and empowered, to supply or cause to be supplied the said Docks, Basins, Locks, Cuts, and other Works whilst making, and at all Times afterwards, with Water from the *Southampton* Water and the River *Itchen*, or either of them, and all such Brooks, Rivulets, Springs, Waters, and Watercourses as shall be found in digging and making the said Works respectively, and can legally be used for that Purpose, and to make, repair, and maintain such and so many Sluices, Tunnels, Pipes, Feeders, Aqueducts, and Channels upon, under, or through the Lands or Grounds which shall be purchased by or vested in the said Company under the Authority of this Act, or any Part or Parts thereof, or any such Brooks, Rivulets, Springs, Waters, or Watercourses as aforesaid, for conveying Water to or from the said Docks, Basins, Locks, Cuts, and other Works, as the said Directors shall think fit.

Power to repair Works when damaged by Floods or otherwise.

CXVIII. And whereas the said Docks and Basins hereby authorized to be made, or the Locks, Floodgates, Embankments, or other Works which may belong thereto respectively, may be injured or destroyed, and the adjacent Lands and Premises thereby suffer Damage, and it may be necessary that the same should be immediately repaired or rebuilt, to prevent further Damage; be it therefore enacted, That when and as often as any such Case shall happen it shall be lawful for the said Directors, their Servants, Agents, or Workmen, without Delay or Interruption from any Person or Persons, to enter into or upon any Lands adjoining the said intended Works or any of them, not being Land whereon any House or other Building shall stand, or any Orchard, Garden, Park, Paddock, planted Walk, Nursery for Trees, or Avenue to a House, and to dig for, work, get, carry away, and use all such Stones, Gravel, Clay, and other Materials as may be necessary for the Purposes aforesaid, except from the said Land usually called the *Marsh*, without any Notice given to the Owner or Occupier of or any other Person interested in such Lands,

doing as little Damage thereby as the Nature of the Case will admit, and making Recompence and Satisfaction for the same to the Owner or Occupier, Owners or Occupiers of and all other Persons interested in such Lands within the Space of Two Calendar Months next after such Injury shall be done, and the Recompence and Satisfaction demanded; which Damage, and the Recompence and Satisfaction to be made in respect thereof, in case the Parties do not agree among themselves, shall be settled and determined or assessed by the Ways and Means herein directed with respect to other Damages which may be done by making and completing the said Works.

Power to scour out the Entrance of the Docks, and remove Wrecks and other Obstacles.

CXIX. And be it further enacted, That it shall be lawful for the said Directors, their Agents, Servants, or Workmen, as often as Occasion shall require, to enter on, deepen, and scour out the Beach and Bed of the *Southampton* Water and the River *Itchen*, or either of them, and for ever to maintain and preserve the Depth so made from the Locks, Piers, and other Works at the Entrances from the said Water and River to the said Basins and Docks, so as to admit Vessels navigating or entering into the said Basins and Docks from the said Water and River, and to cleanse, scour, open, deepen, and widen the said Docks, Locks, Basins, Cuts, and Entrances, or any of them, and to cut through, remove, and open any Banks, Hills, Earth, Soil, or Rubbish in or on the Beach or Bed of the said River and Water respectively, or in the said Docks, Basins, and Cuts, or any of them, or in or near the Entrances thereto, in such Manner as the said Directors shall think proper for the convenient Entrance of Shipping into the said Docks, Locks, Basins, and Cuts, and their Security and Accommodation therein, and also to take up and remove Wrecks of Ships or Vessels, or any Ship or Vessel that shall be sunk therein respectively, or any Lighter, Barge, or Craft, or any Wood, Timber, Anchors, or other Obstructions or Impediments that may be found to arise therein respectively; and in case the Owner or Owners of any such Ship or Vessel, Lighter, Barge, or Craft, or the Person or Persons causing or making any such Obstruction or Impediment so removed by the said Directors, their Agents, Servants, or Workmen, shall refuse or neglect to pay the Costs and Charges of removing the same for the Space of Fourteen Days after Demand thereof made by any Clerk, Collector, or other Officer of the said Company, the same shall and may be assessed by any Justice or Justices of the Peace for the said Town and County of *Southampton*, and recovered in such and the like Manner as any Penalties and Forfeitures are by this Act directed to be recovered.

Power to cleanse adjoining Watercourses.

CXX. And be it further enacted, That if at any Time or Times any Ditch or Drain belonging to any Owner or Occupier of any Lands or Grounds adjoining or lying near to the said Docks, Basins, and other Works hereby authorized to be made, or any of them, shall not be sufficiently open for the free Passage of the Water through such Ditch or Drain from any Drain, Weir, Culvert, or Passage to be made, maintained, and repaired by virtue of this Act, and the same shall not be remedied within Fourteen Days after Notice in Writing for that Purpose given to or left at the last or usual Place of Abode of such Owner or Occupier by the Clerk or other Officer of the said Company, then and in every such Case it shall be lawful for the said Directors as often as there shall be Occasion

to

to cause to be opened, cleansed, and repaired such Ditch and Drain, and a Moiety of the reasonable Charges and Expences thereof shall be repaid to the said Company or their Successors by such Owner or Occupier; and in case of Neglect or Refusal to satisfy the same for the Space of Fourteen Days after Demand thereof made, the same shall and may be assessed by any Justice or Justices of the Peace for the said County of *Southampton* and for the Town and County of the Town of *Southampton*, and recovered in such and the like Manner as any Penalties or Forfeitures may be recovered by virtue of this Act.

Docks to be Part of the Port of Southampton.

CXXI. And be it further enacted, That all and every the Docks, Locks, Basins, Cuts, Outlets, and Inlets which shall be made under the Authority of this Act shall be deemed and held to be situate within and Part of the Port of the Town of *Southampton*, and within the Parish of *Saint Mary* in the said Town, and that the Rights and Privileges which belong to the Port of the Town of *Southampton* shall extend to the said Docks, Locks, Basins, Cuts, Outlets, and Inlets; and all Ships and Vessels entering into or loading or unloading in the said Docks, Locks, Basins, Cuts, Outlets, and Inlets, or any of them, and all Owners and Masters of Ships, Merchants, and others resorting thereto, shall be subject to the several Regulations and liable to the Duties of Tonnage and Boomage, and other Duties to which they are subject or liable in the Port of the Town of *Southampton*, as if the same Ships and Vessels had loaded or unloaded at the public Quays of the Commissioners acting in execution of the said recited Acts of the Forty-third and Fiftieth Years of the Reign of His said Majesty King *George* the Third.

Goods shipped or landed from or upon the intended Quays and Wharfs to be subject to the same Regulations as at the legal Quays.

CXXII. And be it further enacted, That all Goods, Merchandize, and Things whatsoever which shall be landed or shipped upon or from the Quays or Wharfs which shall be built under the Authority of this Act, or any of them, shall be subject and liable to the same Tolls, Duties, Dues, and Customs, and to the like Regulations respectively, as if the same were landed upon or shipped from the present legal Quays within the Port of the Town of *Southampton*, or as if the same intended Quays or Wharfs were situated within the said Port, except as herein-after is otherwise provided.

Materials for the Construction of the Docks exempted from Rates.

Duties chargeable under the Acts of 43 G. 3. and 50 G. 3. not to be payable on Goods landed at or shipped from the Docks.

CXXIII. Provided always, and be it further enacted, That all Materials, Matters, and Things which shall be imported into or landed at *Southampton* aforesaid for the Construction of the said Dock or Docks and other Works by this Act authorized shall be exempt from the Rates, Duties, and Payments which might or may be demanded, taken, collected, and received under or by virtue of the said recited Acts of the Forty-third and Fiftieth Years of the Reign of His Majesty King *George* the Third, unless the said Materials, Matters, and Things shall be landed at the Quays and Wharfs belonging to the said Commissioners acting in the Execution of the said recited Acts or either of them; and that from and after the opening of the said Dock or Docks for the Reception of Ships and Goods, all Goods, Wares, and Merchandize, and other Commodities whatsoever, which shall be landed at or in or shipped from the Dock or Docks, Wharf or Wharfs, Quay or Quays, or other Works and Conveniences hereby authorized to be made and constructed, or any Part thereof, shall be exempt from the several Rates, Duties, and Payments which otherwise might

might or may be demanded, taken, collected, or received, under or by virtue of the said recited Acts, on such Goods, Wares, Merchandize, and other Commodities.

Company to guarantee the Commissioners under the Acts of 43 and 50 G. 3. a certain Income.

CXXIV. And for providing against any Loss or Diminution of Income which might be sustained by the Commissioners acting in execution of the said Acts of the Forty-third and Fiftieth Years of the Reign of His said Majesty King *George* the Third; be it further enacted, That the said Company shall and they are hereby required to pay to the said Commissioners for the Time being (from and after the opening of the said Dock or Docks for the Reception of Ships and Goods as aforesaid), out of the Rates, Rents, and Sums hereby authorized to be taken and received, such annual Sum as shall be sufficient to make up the annual Income of the said Commissioners, to be derived, under or by virtue of the said last-mentioned Act, from the Rates, Duties, and Payments thereby authorized to be taken and received in respect of Goods, Wares, Merchandize, and other Commodities to such annual Amount as shall be equal to the average annual Income derived by the said Commissioners from the last-mentioned Rates, Duties, and Sums during the Three Years next preceding the passing of this Act, and that such annual Sum shall be computed up to the Twenty-fifth Day of *March* in each Year, and be payable on the First Day of *May* in each Year; and that in case the said Dock or Docks should be opened as aforesaid on any other Day than the Twenty-fifth Day of *March*, then a proportionable Sum shall be paid in respect of the Time which shall elapse between the opening of the said Dock or Docks as aforesaid and the said Twenty-fifth Day of *March* then next following, and which shall be payable on the First Day of *May* next following the said Twenty-fifth Day of *March* last mentioned; and that such annual Payments and proportionable Part shall be paid and payable in preference to the Interest of the Money which shall be raised by any Mortgage, Assignment, or Charge as herein provided, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them: Provided always, that in case the said Commissioners shall at any Time reduce, alter, or vary the said last-mentioned Rates, Duties, and Sums below the Rates, Duties, and Sums now received and taken by them on such Goods, Wares, and Merchandize, the said Company shall not be liable to pay to the said Commissioners, in respect of such Loss or Diminution of Income as aforesaid, any greater Sum than the Difference between the annual Income which would have been received by the said Commissioners in case such Rates, Duties, and Sums last mentioned had not been so reduced, altered, or varied, and the average annual Income derived by the said Commissioners from the same Rates, Duties, and Sums during the said Three Years next preceding the passing of this Act.

Commissioners to produce their Books and Papers for the Purpose of ascertaining the Amount payable by the Company.

CXXV. Provided always, and be it further enacted, That for the Purpose of ascertaining the Amount of the Loss or Diminution of Income which may be so sustained by the Commissioners acting in the Execution of the said Acts of the Forty-third and Fiftieth Years of the Reign of His said Majesty King *George* the Third as aforesaid, and of ascertaining the Amount of their average Income derived from the Rates, Duties, and Payments on Goods, Wares, and Merchandize as aforesaid during such Three Years as aforesaid, the said Commissioners shall and they are hereby

hereby required at all reasonable Times, on Request, to produce and show forth to the Directors of the said Company, or such Person or Persons as they shall appoint for that Purpose, all Books, Accounts, and Papers in the Custody, Possession, or Power of the said Commissioners, or of their Officers, Clerks, and Servants, or any of them, which shall in anywise concern or relate to the Rates, Duties, and Payments which, under or by virtue of the said Acts of the Forty-third and Fiftieth Years of the Reign of His said Majesty King *George* the Third, or either of them, might or may be taken, collected, or received in respect of Goods, Wares, Merchandize, and other Commodities, or from which the Amounts aforesaid or any of them may be ascertained, or which may assist in the Ascertainment thereof respectively.

Company to keep the Space between the Pier and the Western Boundary of the Docks to its present Depth.

CXXVI. And be it further enacted, That the said Company shall at all Times hereafter, when and so often as it shall become necessary, and they shall be thereto required by the said Commissioners acting in the Execution of the said recited Acts of the Forty-third and Fiftieth Years of the Reign of His said Majesty King *George* the Third, to cleanse and scour out the Space which will be bounded on the North by the Platform and that Part of the Town Quay of *Southampton* aforesaid which is commonly called the East Quay, on the West by the Watergate Quay, on the East by the Western Line or Boundary of the said intended Dock or Docks and Works, and on the South-west by an imaginary Line to be drawn from the East Corner of the South End of the said Watergate Quay to the South-western End of the said Line or Boundary of the said intended Dock or Docks, in such Manner as always to keep and maintain the said Space at its present Depth at the least.

Cleansing out of Mud Land or Use of Docks not to be considered as Occupation, so as to prevent Commissioners under Acts of 43 and 50 G. 3. from using same.

CXXVII. Provided always, and be it further enacted, That neither the cleansing out of the said Space of Mud Land by the said Company, nor in case the said Company shall erect any of their Works to the Extremity of the Western Line or Boundary of the said intended Dock or Docks and Works, being the Eastern Boundary of the said Space of Mud Land so to be cleansed out as aforesaid, and the Ships or Vessels coming to such Dock or Docks or Works shall lie on the West Side of such Boundary Line to load or unload their Cargoes, such Occupation of the said Space of Mud Land, shall not in anywise be or be considered as any Occupation or Possession of such Land by the said Company or their Successors so as to give them any Title thereto, or in any way to prevent the said Commissioners for putting the said Acts of the Forty-third and Fiftieth Years of the Reign of His said late Majesty King *George* the Third into execution from using such Space of Mud Land or any Part thereof for the Purposes of the said Two last-mentioned Acts.

Directors empowered to establish Regulations for the Government of the Officers and Works.

CXXVIII. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to make, ordain, and establish such Orders, Rules, and Regulations for the good Government of the said Directors, and of the Secretary, Clerk, Treasurer, Superintendent, Collectors, Engineers, Servants, Workmen, Watchmen, Lightermen, and Labourers, and other Persons appointed or employed under or by virtue of this Act, and for the better regulating, governing, and managing the several Works, Matters, Accounts, and Things by this Act authorized to be made and done, as well whilst the same are doing as after the same

shall be finished and completed, and in respect of the Admission of Ships, Vessels, Lighters, or Crafts, and of the Removal thereof out of the said Docks and Basins, and of the unshipping, landing, and relanding, shipping, lading, loading, and discharging, carrying and conveying, laying and depositing, and warehousing and removing of Goods, Merchandize, and Things upon, to, in, or from the said Quays, Wharfs, Warehouses, and Premises, and also in respect of the Hour during which the Gates and Entries of the said Locks and Cuts, and the Wickets and Foot Gates of the said Docks and Premises, shall be open, and in respect of the Persons who shall be permitted to be so employed in or about the Docks, Quays, Wharfs, Warehouses, and Premises of the said Company, and as to the lighting or using of Candles, Fires, and Lamps within the said Docks or Premises of the said Company, and for the better regulating Porters, Carters, and Carmen and others carrying or conveying Goods, Wares, or Merchandize, or using or driving Horses, Trucks, Carts, Sledges, or other Carriages to or from the said Quays, Wharfs, and Warehouses, and of all Masters of Vessels, Pilots, Lightermen, and others within the said Docks and Premises, and for preventing Damage being done to Shipping, Lighters, and Craft, or to any Goods, Merchandize, or Things within the Premises of the said Company, and also to repeal, annul, amend, add to, or alter such Rules, Orders, and Regulations as to them the said Directors shall seem meet, and to affix and appoint reasonable Penalties, not exceeding Five Pounds for any one Offence, for the Nonobservance, Nonperformance, or other Breach of all or any of such Rules, Orders, or Regulations, or any Part of them, and also to make and from Time to Time to alter or repeal such other Rules, Orders, and Regulations as shall be expedient for the Execution of this Act; provided that such Rules, Orders, and Regulations shall not be contrary to the Statutes or Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*.

Regulations of Directors to be subject to the Control of the Company.

CXXIX. And be it further enacted, That the Rules, Orders, and Regulations so to be made by the said Directors shall and are hereby declared to be subject to the Inspection and Control of the said Company, and it shall be lawful for the said Coupany from Time to Time and at all Times when they shall think proper, at any Meeting of the Proprietors, whether ordinary or special, if they shall see fit, to revoke, annul, amend, or alter any of the said Rules, Orders, and Regulations, or to make other Rules, Orders, and Regulations in lieu thereof; and such Rules, Orders, and Regulations made by the said Company shall be printed, and may be altered or repealed, and others made in their Stead, by the said Company, but not by the said Directors; and all such Rules, Orders, and Regulations as shall be made by the said Directors or the said Company shall be printed and distributed in the Port of the Town of *Southampton*, and Copies thereof given to Persons having Occasion for and requiring the same.

Dock Master may be appointed.

CXXX. And be it further enacted, That it shall be lawful for the said Directors, or any Five or more of them, from Time to Time as Occasion shall require, to appoint a proper Person or Persons to be Dock Master or Dock Masters, and from Time to Time to remove, suspend, or dismiss him or them; and such Dock Master or Dock Masters shall have full

full Power and Authority to direct and control the Bridges over the Locks, mooring Anchors, mooring and transporting Buoys, Posts, and Dolphins by this Act authorized to be made or placed, and the mooring, unmooring, moving, or removing of all Ships and Vessels, Lighters and Craft, coming into, going out of, lying at the said Moorings, or being in the said Dock or Docks, Basin or Basins, Lock or Locks, Cut or Cuts, or any of them, either as to the Time or Times and Manner of their Entrance into, lying in, or going out of the same, and their Position, loading and discharging therein, and the Time or Times of opening or shutting the several Gates thereof; and in case the Owner, Master, Pilot, Servant, or other Persons having the Care of any Ship or Lighter, Craft or other Vessel, shall refuse or neglect to obey any such Order or Direction after Notice to him or them given, or if any Ship, Lighter, Craft, or other Vessel shall be left without any Person or Persons on board, it shall be lawful for the said Dock Master or Dock Masters, and his or their Assistants, to moor, unmoor, move, or remove such Ship, Lighter, Craft, or Vessel; and the Charges and Expences thereof respectively shall be repaid, together with the Sum of Five Pounds for each Offence, by the Master or Owner of such Ship, Lighter, Craft, or other Vessel, and may be recovered by the said Company of the Owner of such Ship, Lighter, Craft, or Vessel, in case of Nonpayment thereof on Demand, by such Ways and Means as Penalties are by this Act directed to be recovered.

Penalty for obstructing the mooring of Vessels.

CXXXI. And be it further enacted, That in case any Master, Commander, Mate, Pilot, or other Person having the Command of any Ship, Lighter, Craft, or Vessel, or the Owner or Agent thereof, or any other Person or Persons whomsoever, shall obstruct or hinder the mooring, unmooring, moving, or removing of any Ship, Lighter, Craft, or other Vessel, such Person or Persons shall for every such Offence forfeit respectively any Sum not exceeding Five Pounds, to be recovered by such Ways and Means as Penalties are by this Act directed to be recovered.

Dock Master to direct the dismantling and Disposition of Vessels in the Docks.

CXXXII. And be it further enacted, That every such Dock Master shall have full Power and Authority to order all Ships and Vessels entering the said Docks, Locks, Cuts, and Basins, or any of them, to be dismantled in such Manner as he may think proper and safe for the Vessels entering the said Docks, Locks, Cuts, and Basins, and for the Prevention of Accidents or Mischief to other Ships, Lighters, Craft, or other Vessels, or to the said Docks, Locks, Cuts, and Basins, and during the Time of every Ship's Delivery, or when discharged of her Cargo, to have such Quantity of Ballast on board, or dead Weight in her Hold, as he may judge requisite for such Ship or Vessel; and no Ship or Vessel shall be allowed to enter the said Docks, Locks, Cuts, and Basins, or any of them, unless she shall be so dismantled, and shall not be unladen so far as to render her secure through the Want of Weight in her Hold or such Quantity of Ballast on board, as the said Dock Master or Dock Masters may think expedient; and every such Dock Master shall also have full Power and Authority to give Directions for topping, bracing, or striking Yards and Masts, taking in running Bowsprits, and for having substantial Hawsers and Tow Lines and Fasts to the Dolphin, mooring Craft, Buoys, or mooring Posts, and also to regulate the Equipment, Rigging, and Lading of all Ships and Vessels

sels in the said Docks, Locks, Basins, or Cuts, or any of them, as he shall think necessary; and in case he shall judge any Act or Proceeding in the Rigging, Lading, or Equipment in any Ship or Vessel injurious to the Safety of such Ship or Vessel, or to other Ships or Vessels in or entering or departing from the said Docks, or to the said Docks or Works, to give Notice to the Master or other Person having the Charge or Command of such Ship or Vessel to discontinue and alter the same; and in case such Master or other Person shall not, according to such Direction, suspend or alter such Act or Proceeding immediately after Notice given to him or them or some Person on board the said Ship or Vessel for that Purpose, or if any Ship, Lighter, Craft, or Vessel shall be left in the said Dock or Docks, Basin or Basins, Lock or Locks, or Cuts, or alongside thereof, or at any of the Buoys or Moorings of the said Company, without any Person on board, every such Master or other Person having the Command of such Ship or Vessel, or the Owner or Owners thereof, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, and the Owner of such Ship or Vessel shall also be answerable for all the Injury that may be sustained by any other Ship or Vessel, or by the said Company, through Neglect thereof.

For regulating the mooring of Vessels off the Dock Entrance.

CXXXIII. And be it further enacted, That as soon as the said intended Dock or Docks, Basin, and Locks are so far complete as to admit Ships, Vessels, or Crafts to enter therein, no Ship, Lighter, Barge, Craft, Boat, or other Vessel shall lie within One hundred Yards of the Entrances of the said Docks, unless for the Purpose of coming in or going out of the said Docks, so that at all Times the Entrances may be kept clear and without Obstruction; and over such Space the Dock Master or Dock Masters shall have Control, so far as relates to the placing or transporting, removing or stopping, Ships, Barges, Lighters, Craft, Boats, and other Vessels; any Law, Statute, or Usage to the contrary notwithstanding: Provided that nothing herein contained shall extend to prevent any Ship or Vessel, Lighter or Craft, from lying in the *Southampton* Water or the River *Itchen* alongside of any Wharf or Wharfs, Quay or Quays, within the said Distance of One hundred Yards, for the Purpose of loading or discharging, so nevertheless as not to impede or obstruct the Entrance in or Departure from the said Docks, Basins, Locks, or Cuts.

For keeping the Entrances clear.

CXXXIV. And for the better making and preserving a free and clear Passage and Entrance from the *Southampton* Water and the River *Itchen*, or either of them, into and out of the said Docks, for all Ships, Vessels, Lighters, Barges, Craft, and Boats of every Description; be it further enacted, That if any Master or other Person having the Charge or Command of any Ship, Lighter, Barge, Craft, Boat, or Vessel of any Description whatsoever, shall place or permit or suffer the same to remain in the *Southampton* Water or the River *Itchen* within One hundred Yards of any Entrance to the said Docks, Basins, or Cuts, or any of them, except as aforesaid, and shall not immediately on being thereunto required by the said Dock Master or Dock Masters remove such Ship, Lighter, Craft, Boat, or other Vessel, every such Master or other Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, and also any Sum not exceeding Twenty Shillings for every Hour that such Obstruction shall remain after such Notice; and in case the Master or other Person having the Command of such Ship, Lighter, Barge,

Barge, Craft, Boat, or Vessel shall not remove such Ship, Lighter, Barge, Craft, Boat, or Vessel immediately upon being required so to do, it shall be lawful for the said Dock Master or Dock Masters, and his or their Assistants, to remove the same.

For regulating the mooring of Vessels at the Buoys of the Company.

CXXXV. And be it further enacted, That from and after the said Docks, Basins, or Cuts, or any of them, shall be so far completed as to admit Ships, Vessels, Lighters, or Crafts to enter therein, no Ship, Vessel, Lighter, or Craft shall lie at the Buoys, or make fast to the Dolphins, Mooring Posts, or Mooring Craft of the said *Southampton* Dock Company in the *Southampton* Water or the River *Itchen*, save only such as is or are intended to go into, or within Six Hours last past shall have come out of, the said Docks, Basins, or Cuts, except with the special Permission of the Dock Master; and every Master, Pilot, and other Person or Persons having the Charge or Command of any Ship, Vessel, Lighter, or Craft lying or moored or having made fast at the said Buoys, Dolphin or Dolphins, or Mooring Craft, or any of them, shall remove therefrom such Ship, Vessel, Lighter, or Craft under his or their Command within Three Hours after being required so to do by the said Dock Master or Dock Masters, or his or their Assistants, under the Penalty of a Sum not exceeding Twenty Shillings for every Hour any such Ship, Vessel, Lighter, or Craft shall remain at any of the said Buoys, Dolphins, or Mooring Craft after such Requisition as aforesaid.

Vessels not to land Goods in the Docks excepting at the Quays and Landing Places.

CXXXVI. And be it further enacted, That no Ship, Lighter, Barge, Boat, or other Vessel shall land her Cargo or any Part thereof by the Sides or upon or along the Banks of any of the said Docks, Basins, or Cuts, except at such Quays, Wharfs, and Landing Places as shall be made and assigned by the said Directors for the loading and discharging or landing and shipping of such Cargoes, upon pain of forfeiting for every such Offence any Sum not exceeding Five Pounds, and upon pain of forfeiting to the King's most Excellent Majesty, His Heirs or Successors, such of the Goods or Merchandize so landed or shipped as shall be liable to the Payment of any Duty to His Majesty on such landing or shipping, which Goods or Merchandize may be seized accordingly by any Officer of His Majesty's Customs or Excise, and disposed of according to Law.

No Vessel to enter into or navigate in the Docks under Sail.

CXXXVII. And for the Security and Preservation of the said Works, be it further enacted, That before any Ship or other Vessel shall enter or pass into the said Docks, Locks, or Basin, or any of them, such Ship or Vessel shall have her Sails lowered or furled, so that she may not enter into or navigate in any of the said Locks, Basin, or Docks under Sail; and in case any Master or Pilot, or other Person having the Charge or Command of any Ship or Vessel, shall enter or navigate, or cause or permit or suffer to enter or to be navigated, such Ship or Vessel under Sail into or in the said Locks, Docks, or Basin, or any of them, every such Master, Pilot, or other Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Vessels to unload as soon as may be, and then

CXXXVIII. And be it further enacted, That each and every Ship and other Vessel, Lighter or Craft, having a Cargo on board thereof, which shall go into any of the said Docks or of the Basins belonging thereto, shall

shall be unloaded and discharged of the Cargo on board thereof as soon as conveniently may be after entering therein; and if there shall be any unnecessary Delay in the Delivery of the Cargo thereof it shall be lawful for the said Dock Master or Dock Masters to cause such Cargo to be forthwith delivered, and to send such Person or Persons as he or they shall think fit on board of such Ship or Vessel, Lighter or Craft, to deliver or assist in the Delivery of such Cargo; and the Costs and Expences thereof shall be paid by the Owner or Owners, Master, or other Person having the Charge or Command of such Ship or Vessel, Lighter or Craft, and be recovered in like Manner as Penalties are by this Act directed to be recovered; and after the Delivery of such Cargo such Ship or Vessel, Lighter or Craft, shall then without Loss of Time be removed into such Part of the said Docks and other Works, if any, as shall be set apart for light Vessels, or otherwise be removed from out of the said Docks and Works; and the said Dock Master or Dock Masters is and are hereby respectively authorized and required to order and cause to be removed all light Ships or Vessels, Lighters or Craft accordingly; and in case any Master, Owner, or other Person having the Charge or Command of any light Ship or Vessel, Lighter or Craft, shall refuse or neglect to remove such Ship or Vessel, Lighter or Craft, to such Part of the said Docks or other Works, if any, as shall be set apart for light Vessels, or out of the said Docks, as the Case may be, within Four Hours after Notice in Writing shall have been given to such Master, Owner, or other Person respectively, signed by any such Dock Master or Dock Masters, then and in every such Case he or they respectively shall forfeit and pay any Sum not exceeding Five Pounds, and the said Dock Master or Dock Masters, or his or their Assistants, may remove or cause to be removed such Ship or Vessel, Lighter or Craft, out of the said Docks and Basin, or any of them; and the Costs, Charges, and Expences of removing such Ship or Vessel, Lighter or Craft, shall be paid to such Dock Master or Dock Masters, Assistant or Assistants, by the Owner, Master, or other Person having the Charge or Command of such Ship or Vessel, Lighter or Craft; and in case of Nonpayment thereof on Demand, such Costs, Charges, and Expences, being ascertained by any Justice of the Peace of the Town and County of the Town of *Southampton*, may be recovered by Warrant under the Hand and Seal of such Justice of the Peace, upon Proof of such Demand and Nonpayment on the Oath of any Witness, by Distress and Sale of such Ship or Vessel, Lighter or Craft, or her Tackle, Apparel, or Furniture, or any Part thereof, rendering the Overplus (if any), after deducting the Charges of taking, keeping, and Sale of such Distress, to the Owner or Owners, Master, or Person having the Charge or Command of such Ship or Vessel, Lighter or Craft, upon the same being demanded.

to be removed.

CXXXIX. And be it further enacted, That if the Owner of or the Person in or to whose Custody or Charge any Tar, Pitch, Rosin, Hemp, Flax, Faggots, Furze, Brandy or other Spirituous Liquors, Turpentine, Oil, Hay, Straw, Tallow, Grease, Shaving of Wood, or any other combustible Matter or Thing whatsoever shall be intrusted, shall permit or suffer the same or any of them, or any Part thereof respectively, to be and remain on the Quays and Wharfs aforesaid or any Part thereof, or upon the Deck of any Ship, Lighter, Barge, Boat, or other Vessel in the said Basins, Docks, Cuts, or other Works, or any of them, above the

Combustible not to be allowed in the Docks.

Space

Space of Two Hours after he or they shall have been required by the Dock Master or Dock Masters by Notice in Writing to take away or remove the same therefrom, then and in every such Case every such Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Forty Shillings for every Hour such Tar, Pitch, Rosin, Hemp, Flax, Faggots, Furze, Brandy or other Spirituous Liquors, Turpentine, Oil, Hay, Straw, Tallow, Grease, Shaving of Wood, or any other combustible Matter or Thing, or any of them or any Part thereof, shall be or remain in the Place or Situation aforesaid after the Expiration of the said Two Hours, such Two Hours to be computed from the Time of such Requisition; and in every such Case the Owner of or other Person in or to whose Custody or Charge any such Tar, Pitch, Rosin, Hemp, Flax, Faggots, Furze, Brandy or other Spirituous Liquors, Turpentine, Oil, Hay, Straw, Tallow, Grease, Shaving of Wood, or any other combustible Matter or Thing shall be or be intrusted, if the same respectively shall be or be lying on the said Quays or Wharfs or any of them, or the Master or other Person having the Charge or Command of the Ship, Lighter, Barge, Boat, or other Vessel on the Deck of which the same shall respectively be, shall of their own Costs and Charges respectively maintain a sufficient Number of careful and sober Persons, to be in that Behalf appointed by the said Dock Master or Dock Masters, to guard and watch over such several Articles or other combustible Matters or Things as aforesaid from or after making of such Requisition until the same respectively shall be removed; and in case any such Master, Owner, or other Person or Persons as aforesaid shall refuse or neglect to pay such Costs and Charges on Demand, then and in such Case such Costs and Charges shall and may be ascertained by any Justice or Justices for the said Town and County of the Town of *Southampton*, and be raised, levied, and recovered in like Manner as any Penalty is recoverable by this Act.

No combustible Matter to be melted on board any Vessel in the Docks.

CXL. And be it further enacted, That no Pitch, Tar, Rosin, Turpentine, Oil, or other combustible Matter shall at any Time hereafter be boiled or heated by any Device or Means whatsoever on board any Ship or other Vessel, Lighter, Craft, or Boat, lying in the said Dock or Docks, Basins, Cuts, or other Works, or any of them, nor in any Place or Places within the said Docks, Basins, Cuts, Works, or Premises, excepting such Place or Places and in such Manner as shall be specially appointed by the said Directors for that Purpose, nor shall any Gunpowder or loaded Gun whatever be brought into the said Docks, Basins, or Cuts, or be suffered to remain on board any Ship or other Vessel, upon pain that every Master, Commander, or Owner of every Ship or Vessel so offending shall forfeit for every such Offence any Sum not exceeding Five Pounds.

Fire, Candles, and Lamps not allowed, except as regulated by the Directors.

CXLI. And for more effectually preventing Accidents by Fire in the said Docks and Dock Premises, be it further enacted, That if any Person or Persons shall have or keep, or cause to be had or kept, any Fire, Candle, or Lamp lighted within any of the said Docks, or of the Basins or other Works which shall belong thereto, or on board any Ship or Vessel in such Docks or Basins respectively, at any Time or Times whatsoever, save and except such Fires or lighted Candles or Lamps as shall be necessary to be used in the making, building, finishing, repairing, altering, or improving the same Docks, Basins, and other Works, or any of them, and

save and except such and at such Times as shall be permitted by the special Orders and Regulations of the said Directors, and given in Writing in that Behalf, every Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Earth or other Matters not to be thrown into the Docks.

CXLII. And be it further enacted, That if any Person or Persons shall throw, cast, or put away any Ballast, Earth, Dust, Ashes, Stones, or other Things into any of the said Docks, Basins, or Entrances, or into or upon any of the Works to be made in pursuance of this Act, to the Injury or Prejudice thereof, or do any other Annoyance to the same respectively or any Part thereof, every such Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Forty Shillings.

Punishment for destroying the Works.

CXLIII. And be it further enacted, That if any Person shall wilfully and maliciously demolish, break down, cut, or injure any of the Works to be made by virtue of this Act, or any Ship or Vessel lying in any of the said Docks, Basins, or other Works, then and in every such Case every such Person being convicted thereof shall be deemed guilty of a Misdemeanor, and shall suffer Punishment by Fine, Imprisonment, or Transportation, in the Discretion of the Court before whom such Person shall be convicted.

Penalty for destroying Mooring Ropes.

CXLIV. And be it further enacted, That if any Person shall wilfully and maliciously cut, break, or in any Manner destroy any Rope or other Thing by which any Ship or Vessel lying in any of the said Docks or Basin shall be moored or fastened, every such Person shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds: Provided always, that nothing herein contained shall hinder or restrain the said Dock Master or Dock Masters to be appointed in pursuance of this Act, or any of them, or his or their Assistant or Assistants, from exercising in a due and reasonable Manner any of their Authorities hereby vested in him or them respectively.

Penalty for breaking or extinguishing Lamps.

CXLV. And be it further enacted, That if any Person shall damage, break, demolish, or throw down any Lamp, Lamp Iron, or Post which shall or may be set up near unto or about the said Dock or Docks and Works, or any of them, or near unto or about any Building which shall in pursuance of this Act be erected in or near the said Dock or Docks and Works, or any of them, or shall wilfully extinguish the Light, or damage the Post, Pillar, Pipe, Cover, Iron, or other Furniture thereof, it shall and may be lawful for any Person whomsoever who shall see such Offence committed, and also for any other Person or Persons, to arrest the Offender by Authority of this Act, and without any other Warrant or Authority to convey him into the Custody of a Peace Officer, in order to be taken before some Justice or Justices of the Peace for the County or Place wherein the Offence shall be committed; or it shall be lawful for the said Justice or Justices, upon Oath made of the Commission of any such Offence, to issue a Warrant for apprehending the Party accused; and upon the Party accused being brought before such Justice or Justices, or upon Oath made before him or them that such Party cannot be found or apprehended, such Justice or Justices shall proceed to the Examination upon Oath of any Witnesses who shall appear to give Evidence touching

such Offence; and if the Party accused shall be convicted of such Offence either upon Confession or upon such Evidence as aforesaid, every Person so offending shall forfeit and pay any Sum not exceeding Forty Shillings, and moreover shall make full Satisfaction to the said Directors (as the Case may be), or to such Person as shall be duly appointed to receive the same, for the Damage so done; and such Damage, being ascertained by such Justice or Justices, may be levied and recovered from such Offender in manner herein-after directed for Recovery of Penalties incurred by virtue of this Act.

For preventing Obstruction to Officers in the Execution of their Duty in searching Vessels in order to prevent Fire or discover Thefts or other Offences.

CXLVI. And be it further enacted, That if any Person shall at any Time hereafter in any way obstruct, or be aiding or abetting any other Person in obstructing, in the Execution of his Duty or Employment, any Constable, Watchman, or Person thereto appointed by or having Instructions in Writing in that Behalf from the said Directors or from the Dock Master or Dock Masters of the said Company, or the Superintendent of the said Docks, from or in going on board or entering into or upon being in or upon any Ship, Lighter, Boat, Craft, or other Vessel, for the Purpose of searching for or extinguishing any Fire, Candle, or Light being or suspected to be therein contrary to any Provision of this Act, or contrary to any 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 such Ship, Lighter, Boat, Craft, or other Vessel, or for the Purpose of quelling any Riot or Disturbance therein, or for any other Purpose authorized by this Act, or by any such Order, Rule, or Regulation as aforesaid, or for any other lawful Purpose whatsoever, every Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds;

Penalty for Damage done to the Docks or Works by Ships and Vessels.

CXLVII. And whereas Damage may frequently be done to the Piers, Quays, Docks, Gates, Bridges, Walls, Cranes, Hoisting Machines, and other Works belonging to the said Docks and Basins, or to the Buoys, Mooring Chains, or Craft belonging to the said Company, by Ships and other Vessels navigating thereon, owing to the Wilfulness or Negligence of the Masters or other Persons having or taking the Command or the Care or Charge of such Ships and Vessels; and although it is reasonable that such Damage should be compensated, such Compensation is frequently refused to be made; be it therefore enacted, That every Master, Mate, Pilot, or other Person having the Command, Care, or Charge of any Ship, Lighter, Barge, Boat, or Vessel, Raft or Float of Timber, by whose wilful Neglect or Mismanagement thereof any Damage should be done or happen to any of the Piers, Quays, Walls, Docks, Basins, Wharfs, Gates, Bridges, or any Cranes, Hoisting Machines, or other Works belonging to the said Company, shall pay for or make good all such Damage; and in case the Amount claimed shall not exceed the Sum of Twenty Pounds all such Damage shall be recoverable before any Two Justices of the Peace for the County of *Southampton* or Town and County of the Town of *Southampton*, who are hereby authorized and empowered to summon such Master or other Persons having the Command or Charge of such Ships or other Vessels, Raft or Float, doing such wilful or negligent Damage as aforesaid, to hear and determine the same, and ascertain such Damage; and if Judgment shall be given by them against such Master or Person, then it shall be lawful for such Justices

or any other Justices of the Peace for the said County of *Southampton* or Town and County of the Town of *Southampton*, and they are hereby authorized, by Warrant under their Hands and Seals, to levy or cause to be levied the Sum or Sums awarded by them as the Amount of such Damage, and for that Purpose to seize and distrain the Ship, Lighter, Barge, Boat, or other Vessel, Raft or Float, doing such Damage as aforesaid, and any Tackle, Apparel, and Furniture thereto belonging, or any Part thereof, and the same to detain until the Sum of Money so awarded as aforesaid shall be paid; and in case the same shall not be paid for the Space of Seven Days after any Distress or Distresses so made or taken, then it shall be lawful to sell the same, or any Stores, Articles, or Things belonging to the same, which may be sufficient in Value, and therewith to pay and satisfy the Money so awarded, together with the reasonable Costs and Charges in taking, keeping, and selling the same, rendering the Overplus (if any) to the Master or other Person entitled to the same, on Demand; and in case the Money cannot be levied as aforesaid, then by Warrant to cause or commit such Master or other Person as aforesaid to be imprisoned in the Common Gaol or House of Correction of the said County of *Southampton* or of the Town and County of the Town of *Southampton*, there to remain for any Time not exceeding Six Calendar Months, unless the Sum of Money so awarded shall be sooner paid; and the same, when levied in manner aforesaid, shall go and be paid to the Treasurer of the said Company, to be applied to the Purposes of this Act.

Power to take Rates of Tonnage.

CXLVIII. And be it further enacted, That the said Company shall and may take or receive for or in respect of every Ship or Vessel entering into the said Docks, Basins, Locks, or Cuts, or for lying therein, or for departing therefrom, such reasonable Rates or Sums for every Ton, according to the Register Tonnage of such Ship or Vessel, not exceeding the several Rates and Sums specified and set forth in the Schedule B. hereunto annexed, as the said Company or the Directors thereof shall from Time to Time appoint.

Rates upon Goods, Wares, and Merchandize.

CXLIX. And be it further enacted, That the said Company shall or may take or receive for every Article of Goods, Wares, or Merchandize whatsoever, whether subject to any Duties of Customs and Excise, both or either, or not, which shall be landed or deposited within or shipped from the said Dock Premises, such Rates, Rents, or Sums, not exceeding the several Rates, Rents, or Sums specified and set forth in the Schedules C. and D. hereunto annexed, (so far as such Goods, Wares, and Merchandize are particularized in such Schedules,) for or in respect of Wharfage, shipping, unshipping, landing, relanding, loading, housing, unhousing, weighing, and delivering every such Article, as the said Company or the Directors thereof shall from Time to Time appoint; and that the said Company shall or may take or receive for every Article of Goods, Wares, or Merchandize not particularized and set forth in the said Schedules C. and D., which shall be landed or deposited within or shipped from the said Dock Premises, for and on the Accounts aforesaid, such Rate, Rent, or Sum as shall be equal to the Rate, Rent, or Sum rated or affixed on Goods, Wares, and Merchandize of a similar Nature, Package, Value, and Quality in and by the said Schedules C. and D.; and all such Rates, Rents, and Sums shall be and are hereby vested in the said Company

pany to and for their own proper Use and Behoof for the Purposes of this Act; and the said Directors shall from Time to Time make or cause to be made a Table of the Rates, Rents, and Sums charged by the said Company, and such Table shall be printed, and open to Inspection in the several Offices of the said Company, and Copies be delivered, free of Expence, to any Person or Persons having Occasion for and requiring the same.

Power to reduce the Rates, and to raise them again.

CL. And be it further enacted, That it shall and may be lawful for the said Company from Time to Time, when and as they shall deem necessary, to lower the Tonnage Rates and Sums by this Act granted on Ships and Vessels, and also the said Rates, Rents, and Sums on Goods, Wares, and Merchandize, or any of them, or any Part thereof respectively, in such Manner as to them shall seem expedient, and the same, or any or either of them, again from Time to Time to advance and raise, in such Manner as they may judge proper, so that the said Rates, Rents, and Sums when so advanced and raised again shall not exceed the Rates, Rents, and Sums by this Act authorized to be levied, received, and taken.

Rates for warehousing, &c.

CLI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to levy, receive, and take, for and in respect of warehousing any Goods, Wares, and Merchandize which shall be landed or deposited within or shipped from the said Dock Premises, and for and in respect of coopering, sampling, painting, marking, and other Work to be performed and Materials to be supplied in respect of such Goods, Wares, and Merchandize, such Rates, Rents, and Sums of Money as may be from Time to Time agreed upon between the Owners or Consignees of the said Goods, Wares, and Merchandize, and the said Company.

Tonnage Rates when payable, and how to be recovered.

CLII. And be it further enacted, That the said Tonnage and Dock Rates payable to the said Company in respect of any Ship or Vessel shall be paid at or before the Expiration of Twenty-four Hours next after such Ship or Vessel shall enter the said Docks, Basins, Locks, or Cuts, or before leaving the same, which shall first happen; and in case any Owner or Owners, Master, or other Person having the Charge or Command of any Ship or Vessel in respect of which any Rates are payable to the said Company, shall refuse or neglect to pay the same, then and in every such Case it shall from Time to Time be lawful for the Collector or Collectors of the said Company to go on board such Ship or Vessel to demand, collect, and receive such Rate, and on Nonpayment thereof to take and distrain such Ship or Vessel, and all the Tackle, Apparel, and Furniture belonging thereto, or any Part thereof, and the same to detain until such Rate shall be paid and satisfied; and in case of Neglect or Default in payment of any of the said Rates for the Space of Fourteen Days next after any Distress so made or taken, then and in such Case it shall be lawful for the said Collector or Collectors to cause such Distress to be appraised by Two or more sworn Appraisers or other Person or Persons not interested therein, and afterwards to sell the said Distress, and therewith to satisfy himself or themselves, as well for and in respect of the Rates so neglected or refused to be paid, as for and in respect of his or their reasonable Costs and Charges in taking, keeping, approving, and selling the same, rendering the Overplus, if any, to the Owner or Owners, or Master, or other Person having the Charge or Command of such Ship or Vessel, upon Demand.

CLIII. And

Provision against evading the Payment of Rates.

CLIII. And be it further enacted, That if any Owner, Master, or other Person having the Charge or Command of any Ship or Vessel shall elude or evade the Payment of any Rate payable to the said Company in respect of such Ship or Vessel, such Owner, Master, or other Person shall stand charged with and be liable to the Payment of the same, and the same shall be recovered from such Owner or Owners, Master, or other Person, in the same Manner as Fines and Penalties imposed by this Act are directed to be levied and recovered, or by Action or Actions at Law.

Rates on Goods when payable and how recoverable.

CLIV. And be it further enacted, That the Rates or Rent payable to the said Company in respect of any Goods, Wares, and Merchandize of a perishable Nature shall be paid at or before the Expiration of Two Calendar Months, and if not of a perishable Nature then at or before the Expiration of Twelve Calendar Months, next after the Cargo of the respective Ship or Vessel importing any such Goods shall have been completely discharged or unloaded, or previous to the Removal of the same from the Premises of the Company, which shall first happen; and in case Default be made in payment of the said Rates or Rent, or any of them, or any Part thereof, it shall be lawful for the Collector or Collectors of the Company, first paying the Duties dué in respect of such Goods, to retain and sell or to cause to be sold all or any Part of such Goods, Wares, and Merchandize, and out of the Monies thence arising to retain and pay the Rates or Rent and Sums which shall be payable to the said Company in respect of such Goods, Wares, and Merchandize, and all Charges and Expences of selling such Distress, rendering the Overplus, if any, of the Monies arising by such Sale, and such of the said Goods, Wares, and Merchandize as shall remain unsold, to the Person entitled thereto, upon Demand; and in case such Goods, Wares, and Merchandize shall happen to be removed before the Rates of Rent payable to the Company in respect of the same shall be fully fixed, then the said Company shall and may prosecute any Action or Actions at Law for the Payment and Recovery of such Rates or Rent.

For ascertaining the Tonnage and Admeasurement of Ships.

CLV. And be it further enacted, That the Tonnage or Admeasurement of all Ships and Vessels which shall be liable to the Payment of any Tonnage Rates for the Use of the said Dock or Docks and Works shall be ascertained according to the certified Tonnage in the Ship's Register, and the Master or other Person having the Command of every such Ship or Vessel is hereby required to produce such Certificate of Registry at the Time of the Payment of the said Rates to the Person or Persons who shall be duly authorized to collect and receive such Rates; and in case of any Dispute in or about the same, then and in such Case the Tonnage of such Ship or Vessel shall be ascertained in the Manner and according to the Directions of an Act passed in the Fifth and Sixth Year of the Reign of His present Majesty, intituled *An Act to regulate the Admeasurement of the Tonnage and Burthen of the Merchant Shipping of the United Kingdom.* 5 & 6 W 4. c. 56.

Power to measure and ascertain the Tonnage of Ships.

CLVI. And be it further enacted, That if the Collector of any Tonnage Rates due to the said Company, or such other Person as the said Directors shall duly appoint in that Behalf, and the Master or other Person having the Charge or Command of any Ship or other Vessel, shall disagree respecting the Tonnage of such Ship or other Vessel, then and in every such Case it shall be lawful for the said Collector or such other Person appointed

appointed as aforesaid from Time to Time and at all convenient and reasonable Times to stop, detain, enter into, measure, and gauge the same; and in case the same shall upon such measuring or gauging appear to be of greater Tonnage than shall be then set forth and contained in the Account which shall have been given thereof by such Master or other Person, then and in every such Case the Master or Person giving in such Account shall pay the Costs and Charges of such measuring or gauging; but if any such Ship or other Vessel shall be found to be of the same or less Tonnage than the same shall by such Account appear to be, then and in every such Case the said Collector or other Person or Persons as aforesaid shall pay the Costs and Charges of such measuring or gauging, and shall also pay such further Damages as shall appear to any Two or more Justices of the Peace acting for the County of *Southampton* or for the Town and County of the Town of *Southampton*, on the Oath of any Witness, to have arisen from such Detention; and in default of immediate Payment thereof by such Collector, or other Person or Persons as aforesaid, the same shall and may be recovered in any of His Majesty's Courts of Record by Action of Debt; and if the Master, Commander, or other Officer of any Ship or Vessel, or any other Person whatsoever, shall obstruct or hinder any Person or Persons so employed from measuring or gauging any Ship or Vessel in pursuance of this Act, every such Master and Commander or other Person shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Surveyor of Company may inspect Goods on board with respect to any Damage which may have arisen.

CLVII. And be it further enacted, That it shall be lawful for some competent Person to be appointed by the said Directors for that Purpose, upon the Requisition of the Master or other Person having the Charge or Command of any Ship or Vessel which shall have brought any Goods, Wares, and Merchandize in the said Docks or Basins, or of the Owner or Consignee thereof, before the same are unshipped, to survey and examine the same on board of such Ship or Vessel, and to inquire into and ascertain whether the Injury or Damage which shall have happened to the same shall have been caused by improper Stowage or otherwise; and such Person or Persons shall make and sign a Report or Certificate in Writing setting forth the Cause or Causes of such Damage, so far as the same can be ascertained, on board of such Ship or Vessel, and shall cause the same Report or Certificate to be delivered to such Master or other Person, and a Duplicate thereof, if required, to such Owner or Consignee, as aforesaid; and for such Survey, Examination, and Report or Certificate, and Duplicate, if required, the said Company shall be entitled to receive the Sum of Five Shillings of or from the Person or Persons requiring the same as aforesaid, to be applied to the Purposes of this Act.

Master of every Vessel to deliver a Copy of the Manifest.

CLVIII. And be it further enacted, That the Master or Person having the Charge or Command of any Ship or Vessel, loaded or part loaded, which shall enter the said Basin or Docks of the said Company, shall, within Twelve Hours after entering the said Basins or Docks, deliver or cause to be delivered a true Copy of the Manifest of the Cargo of such Ship or Vessel, signed by the Master or Person having the Charge or Command of such Ship or Vessel, at the principal Office of the said Company, to such Officer or Servant to the said Company as shall be appointed for the Receipt thereof; and every such Master or Person refusing

refusing or neglecting to deliver a true Copy of such Manifest within the Time specified, and in the Manner before directed, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Power to the Company to land Goods after the Expiration of Seven Days.

CLIX. And be it further enacted, That if any Goods, Wares, or Merchandize which shall be brought to any of the Docks, Basins, Quays, Wharfs, Locks, or Cuts of the said Company, on board of any Ship, Vessel, Lighter, or Craft, shall not be duly entered with the Customs, and the Order for landing lodged with the Officer of the Customs stationed on board such Ship, Vessel, Lighter, or Craft, or with the proper Officer of the Customs within the said Docks, as the Case may be, within Seven Days next after the Ship, Vessel, Lighter, or Craft importing the said Goods, Wares, or Merchandize shall have been reported at the Custom House, then and in every such Case it shall be lawful for the Superintendent for the Time being of the said Company on the next ensuing Day (not being a *Sunday*, *Christmas Day*, *Good Friday*, or a Day appointed for the Celebration of the Birthdays of Their Majesties, or a Day appointed by His Majesty's Proclamation for the Purposes of a General Fast or Thanksgiving,) to cause such Goods, Wares, or Merchandize to be forthwith landed and warehoused in the Presence of the Officers of the Revenue, who are hereby authorized and directed to take a true and particular Account of the Quantity, Quality, and Species thereof; and in case such Goods, Wares, or Merchandize shall not be duly exported, or the Duties on such Goods, Wares, and Merchandize shall not be paid and discharged, within Six Calendar Months next after such Report as aforesaid, it shall be lawful for the Commissioners of Customs, and they are hereby authorized and empowered, to sell and dispose of such Goods, Wares, and Merchandize, or any Part thereof, to answer and satisfy the Duties thereon, rendering the Overplus of any of the Monies arising by such Sale, after Payment of the Freight, and of any Rates, Charges, or Expences which may be due to the said Company, to the Proprietor or Consignee of such Goods, Wares, or Merchandize, on Demand: Provided always, that if a Price cannot be obtained for such Goods, Wares, or Merchandize equal to the full Amount of the Duties of Customs payable thereon, and the Charges of the Sale thereof, and Freight, Rate, Charges, or Expences as aforesaid, then and in such Case all such Goods, Wares, and Merchandize shall be effectually destroyed, or otherwise be sold and disposed of, in such Manner, and for such Purposes, and under such Rules, Regulations, and Restrictions, as the Commissioners of His Majesty's Customs shall from Time to Time direct.

The Master or other authorized Person to be on board when unloading.

CLX. And be it further enacted, That the Master, Commander, or Mate of every Ship or Vessel which shall or may load or unload in any of the said Docks, Basins, or Cuts, or some Person appointed by him or by the Owner of such Ship or Vessel for that Purpose, shall, during all the Time employed in loading, unloading, or discharging such Ship or Vessel, actually remain on board, and superintend, aid, and assist in such loading, unloading, or discharging; and every such Master, Commander, or Mate, or Person so appointed as aforesaid, who shall neglect or refuse to superintend, aid, and assist in the loading, unloading, and discharging of the same as aforesaid, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

CLXI. And

Company may prevent Part of a Cargo being landed until the whole is entered at the Custom House.

CLXI. And be it further enacted, That it shall be lawful for the Directors of the said Company or their proper Officer in their Behalf, whenever they or he should see Occasion, to forbid and prevent any Ship or Vessel to break Bulk or land any Part of the Cargo thereof until the whole of such Cargo shall be duly entered at the Custom House, and Orders for the landing thereof lodged with the proper Officers of His Majesty's Customs at the said Docks; and any Master or other Person having the Command of any Ship or Vessel, who shall break Bulk or land any Part of the Cargo thereof after Notice from the said Company not to do so, shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds: Provided always, that nothing herein contained shall extend to prevent the proper Officer or Officers of His Majesty's Customs from causing any Part of such Cargo to be landed and housed with the said Company for the Security of the Revenue, or for clearing any Ship or Vessel, whenever he or they shall think fit.

Goods of a dangerous Quality to be marked.

CLXII. And for the better preventing Accidents or Injury which might arise in the said Dock from the unsafe and improper depositing of certain Goods and Merchandize within the same; be it further enacted, That every Person who shall send or cause to be sent to the said Dock Premises for Shipment or Deposit any Aquafortis, Oil of Vitriol, or other Goods of a dangerous Quality, shall distinctly mark or state the Quality of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Superintendent of the said Docks, at the Time of so sending or causing the said Goods to be sent to the said Dock Premises, on pain of forfeiting for every Default herein the Sum of Twenty Pounds.

Power to take Tolls from Steam Boat Passengers for themselves and their Luggage.

CLXIII. And be it further enacted, That the several Tolls or Dues mentioned and enumerated in the Schedule to this Act marked E., or such Tolls or Dues, not exceeding the said several Tolls or Dues, as the said Company or the Directors thereof for the Time being shall from Time to Time appoint, shall be demanded and taken for the Use of the said Company, at such Part or Parts of the said Dock or Docks and Works, and by such Person or Persons as the said Company shall from Time to Time appoint, before any Person shall be allowed to embark as a Passenger in any Steam Boat, or (being a Passenger in any Steam Boat) be landed on any Part of the said Dock or Docks and Works, and before any Trunk, Portmanteau, Box, Parcel, or other Package falling under the Denomination of Luggage shall be shipped on board any such Steam Boat, or landed from any such Steam Boat, at any Part of the said Dock or Docks and Works.

Exemptions.

CLXIV. And be it further enacted, That no Rate or Duty lastly hereby imposed shall be charged or chargeable for or in respect of any Soldier or Sailor or other Person employed in His Majesty's Service, or the Service of the Admiralty, Navy, Audience, or of the Customs, Excise, or Post Office, nor for the Arms, Ammunition, or Luggage of them or any of them; and if any Person shall claim or take the Benefit of any such Exemption without being entitled thereto, every such Person shall for every such Offence forfeit and pay any Sum not exceeding Twenty Shillings, over and above the Rates and Duties imposed by this Act.

Power to compound for Tolls in respect of Steam Boats.

CLXV. And be it further enacted, That it shall be lawful for the said Company from Time to Time to compromise and agree, by the Year or otherwise, with any Proprietors or Masters of Steam Boats engaged in transporting Passengers, for the Tolls or Dues payable by or in respect of such Passengers and their Luggage, and to accept and take such Sum or Sums of Money in lieu of such Tolls or Dues so compounded for as aforesaid as they the said Company shall from Time to Time think proper, every such Sum of Money nevertheless to be paid in advance: Provided always, that in case the said Company shall at any Time or Times compound and agree in manner aforesaid with any Proprietor or Master of a Steam Boat for such Tolls or Dues as aforesaid, it shall be lawful for all other Proprietors and Masters of Steam Boats engaged in transporting Passengers to compound for the Tolls or Dues payable by or in respect of such Passengers and their Luggage upon the like Terms as any other Proprietor or Master of a Steam Boat shall for the Time being have compounded and agreed under the Power and Authority herein-before contained, and the Company are hereby required to accept such Composition as last aforesaid, to the Intent that such Tolls or Dues may not be compounded for partially or in favour of any particular Person or Party.

List of Tolls to be put up.

CLXVI. And be it further enacted, That previous to the opening to the Public of the said Dock or Docks and Works the said Company shall and they are hereby required to put up or cause to be put up, and afterwards from Time to Time to keep up, in some conspicuous Place on the Toll Gates or Toll Houses to be erected on the said Dock or Docks and Works, a Board or Boards, on which shall be painted in distinct Black Letters on a White Ground or White Letters on a Black Ground a List of all the Tolls and Dues payable by virtue of this Act in respect of such Passengers and Luggage as aforesaid: Provided always, that it shall not be lawful for the said Company to demand or cause to be demanded or taken any Toll or Duty for any Passenger and Luggage whatsoever except during such Times as such Board painted as aforesaid shall be so affixed.

Penalty on any Person defacing Board.

CLXVII. And be it further enacted, That if any Person shall wilfully or maliciously pull down, deface, or destroy any Board whereon any such Tolls or Dues shall be painted, he, she, or they shall forfeit and pay any Sum not exceeding Five Pounds.

Collector may stop Persons refusing to pay Tolls.

CLXVIII. And be it further enacted, That if any Person subject to the Payment of any of the Tolls or Dues lastly hereby authorized to be taken shall, after Demand thereof made by any Collector or other Person appointed to receive the same, neglect or refuse to pay the same, it shall be lawful for such Collector or Person, by himself, or taking such Assistance as he or they shall think necessary, to stop and prevent the Passage of the Person so neglecting or refusing, or of the Luggage or Thing for or in respect of which such Tolls or Dues ought to be paid, until full Payment thereof, or to seize or distrain such Luggage or Thing for or in respect of which such Tolls or Dues ought to be paid; and if such Tolls or Dues, and the reasonable Charges of such Seizure and Distress, shall not be paid within Seven Days next after such Seizure and Distress made, the Collector or Person seizing and distraining shall

and may sell the Luggage or Thing so seized and distrained, or any Part or Parts thereof, returning the Overplus (if any) and what shall remain unsold, upon Demand, unto the Owner thereof, after such Tolls and Dues, and all reasonable Charges occasioned by such Seizure, Distress, and Sale, shall be deducted.

For preventing Evasion of Tolls.

CLXIX. And be it further enacted, That if any Owner or other Person having the Command of any Ship or other Vessel, or the Owner of any Luggage, or any other Person whomsoever liable to pay any of the Tolls or Dues lastly herein-before authorized to be taken, shall by any Method whatsoever at any Time or Times elude or avoid the Payment of the Tolls or Dues so lastly hereby made payable, or any Part thereof, each and every such Master or Owner or other Person so eluding or avoiding Payment as aforesaid shall stand charged with and be liable to the Payment of the same, and shall be liable to pay for every such Evasion any Sum not exceeding Double the Amount of the Tolls or Dues the Payment of which shall be so avoided; and the same shall and may be recovered from such Owner, Master, or other Person respectively at any Time or Times, either by the Means herein-before prescribed concerning the levying of the Tolls and Dues hereby made payable, or by the same Method and in such Manner as herein-after directed for levying and recovering the Fines, Forfeitures, and Penalties imposed by this Act.

Disputes as to Tolls to be settled by Justices.

CLXX. And be it further enacted, That in case any Dispute shall happen respecting the demanding or taking or the Payment of Tolls or Dues lastly herein-before authorized to be taken, or the Amount of such Tolls or Dues, or the Charges of keeping or selling any Distress, then and in every such Case such Dispute shall be heard and determined by any Justice or Justices of the Peace for the said Town and County of *Southampton*, who, upon Application made to him or them for that Purpose, shall examine the Matter upon Oath, or, being a Quaker, solemn Affirmation, of the Parties or other Witness or Witnesses, (which Oath and Affirmation every such Justice is hereby authorized and empowered to administer,) and shall determine the Amount of Tolls or Dues and other Matters in dispute between the Parties, and may also award such Costs to be paid by either Party to the other as to such Justice or Justices shall seem reasonable; all which Tolls or Dues, if any, then determined to be due, and all which Costs, in case the same shall not be forthwith paid, shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the Person directed to pay the same, by Warrant under the Hand and Seal or Hands and Seals of such Justice or Justices (which Warrant every such Justice or Justices is and are hereby empowered to issue); and the Overplus, if any, shall be returned, upon Demand, to the Person whose Goods and Chattels shall have been distrained and sold.

Power to vary Tolls.

CLXXI. And be it further enacted, That it shall be lawful for the said Company or the Directors thereof, and they are hereby authorized and empowered, to lessen and reduce, and again to raise and advance, all and every the Tolls and Dues lastly herein-before authorized to be taken, and to order the same to be again raised, levied, and taken, in such Manner as they shall appoint; provided always, that such Tolls or Dues shall not be increased so as to exceed the respective Rates in

the said Schedule E. mentioned and specified; and such Tolls and Dues so lessened and reduced shall be paid and payable and recoverable in such and the like Manner as the Tolls and Dues hereby authorized to be taken.

Rates, Tolls, &c. not to be reduced partially.

CLXXII. Provided also, and be it further enacted, That the several Rates, Tolls, and Sums by this Act authorized to be taken shall at all Times be charged equally and after the same Rate in respect of the same Description of Articles, Matters, or Things; and no Reduction or Advance in the said Rates, Tolls, and Sums shall, either directly or indirectly, be made partially or in favour of any particular Person or Party, but every such Reduction or Advance of Rates, Tolls, and Sums upon any particular Kind or Description of Articles, Matters, or Things shall extend to all Persons whomsoever, any thing to the contrary thereof in anywise notwithstanding.

For preventing Drunkenness in the Servants of the Company.

CLXXIII. And be it further enacted, That if any Person in the Service for the Time being of the said Company shall be found within the Premises of the said Company to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Forty Shillings nor less than Ten Shillings, to be recovered and paid in like Manner as Penalties imposed by this Act are directed to be recovered and paid.

Hours during which the Dock Premises are to be kept open.

CLXXIV. And be it further enacted, That during the Interval between the Twenty-fifth Day of *March* and the Twenty-ninth Day of *September* (both Days inclusive) in each and every Year, at the Hour of Eight in every Morning, and from that Hour to the Hour of Four in every Afternoon, and during the Interval between the Twenty-ninth Day of *September* and the Twenty-fifth Day of *March* (both inclusive) in each and every Year, at the Hour of Nine in the Morning, from that Hour to the Hour of Four in the Afternoon, (excepting only *Sundays*, *Christmas Days*, *Good Fridays*, the Days appointed for the Celebration of the Birthdays of Their Majesties, and also any Days which shall be appointed by His Majesty's Proclamation for the Purpose of a General Fast or Thanksgiving,) the Gates and Doors of the Warehouses, Vaults, and Buildings within the said Dock Premises in which shall be deposited any Goods, Wares, or Merchandize prohibited to be used for Home Consumption, or which shall be liable to the Duties of Customs or Excise, both or either, as the Case may be, shall be opened and continue open for the Purposes of Business, and at and during all other Times the said Gates and Doors respectively shall be shut and locked, unless special Permission of the Lords Commissioners of His Majesty's Treasury or of the Commissioners of the Customs shall have been obtained for their remaining open for a longer Period.

Penalty for obstructing Officers in the Execution of the Act.

CLXXV. And be it further enacted, That if any Person shall obstruct, hinder, molest, or interrupt any of the said Directors, or any Treasurer, Clerk, Dock Master, or Dock Master's Superintendent, Collector, Engineer, Surveyor, or other Officer, Workman, Agent, or Person whomsoever, who is, are, or shall be employed by virtue of this Act, or of any Bye Law, Rule, or Order made in pursuance thereof, in the Performance of his or their Duty, or in the Execution of any of the Works,

Works, Matters, or Things to be done by virtue of or under the Authority of the same respectively, every Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Goods when landed to remain liable to Freight.

CLXXVI. And be it further enacted, That all Goods, Wares, and Merchandize which shall be landed in the said Docks, and lodged in the Custody of the said Dock Company, shall when so landed continue and be subject or liable to such and the same Claim for Freight in favour of the Master and Owner of the respective Ships or Vessels, or of any other Person interested in the Freight of the same, from or out of which such Goods, Wares, and Merchandizes shall be so landed, as such Goods, Wares, and Merchandizes respectively were subject and liable to whilst the same were on board such Ships or Vessels, and before the landing thereof; and the Directors of the said Company, or their Servants or Agents, shall and may and they are hereby authorized, empowered, and required, upon due Notice in that Behalf given to them by such Master or Owner or other Person as aforesaid, to retain and keep such Goods, Wares, and Merchandizes in the Warehouses of the said Company until the respective Freights to which the same shall be subject and liable as aforesaid shall be duly paid or satisfied, together with the Rates and Charges to which the same shall have become subject and liable, or until a Deposit shall have been made by the Owner or Consignee of such Goods or Merchandize equal to the Amount of Claim or Demand made by the Master, Owner or Owners of the respective Ship or Vessel, or other Person or Persons as aforesaid, for or on account of Freight upon such Goods or Merchandize; which Deposit the Directors of the said Dock Company, or their Agents or Servants respectively, are hereby authorized and directed to receive and hold in Trust until the Claim or Demand for Freight upon such Goods or Merchandize shall have been satisfied; upon Proof of which, and Demand made by the Person or Persons entitled thereto, or by their Executors, Administrators, or Assigns, and the Rates and Charges due upon such Goods being first paid, the said Deposit shall be returned to him or them by the said Directors or their Agents in that Behalf with whom the said Deposit shall have been made as aforesaid.

Directors to make a Table of the Hours during which the Dock Premises are open to Passengers.

CLXXVII. And be it further enacted, That the Directors of the said Company, at or before the opening of the said Docks for the Reception of Ships and Goods, and from Time to Time afterwards, shall cause to be made a Table of the Hours and Times in each Month, or in each Week of each Month during which the Wicket or Foot Gates of the said Docks shall be open for the Passage of Persons, together with any Regulations made in respect thereof, and that such Table be affixed in such conspicuous Part of the said Dock Premises as the said Directors shall think fit.

Gatekeeper not to allow Goods to pass out without Production of a Pass.

CLXXVIII. And be it further enacted, That it shall not be lawful for the Persons appointed by the said Directors as Gatekeepers of the Gates and Entrances into the said Docks to permit any Goods, Wares, or Merchandize to pass outward from the said Docks or any of the Premises of the said Company, without the Persons in whose Custody such Goods, Wares, or Merchandize shall be producing to such Gatekeepers a Pass for such Goods, Wares, or Merchandize, signed by the Officer of the said

said Company who may be appointed by the said Company to grant the same.

What Holidays to be kept.

CLXXIX. And be it further enacted, That no Holidays whatever shall be allowed to be observed and kept at the said Docks, Quays, Wharfs, Warehouses, and other Works of the said Company, when the same shall be completed for the Reception of Shipping and Merchandize, by any Officer or Servant of the said Company, except *Sundays*, *Christmas Day*, *Good Friday*, the Days appointed for the Celebration of the Birthdays of Their Majesties, and any Days which shall be appointed by His Majesty's Proclamation for the Purpose of a General Fast or Thanksgiving, but that all Business of the said Company and relating to His Majesty's Revenue, and by all Persons using the said Docks, Quays, Wharfs, Warehouses, Vaults, or other Works, shall be carried on upon all Holidays (except as before excepted) in the same Manner as upon any other Day in the Year.

No Fees to be taken by the Officers of the Company or of the Revenue.

CLXXX. And be it further enacted, That no Fee, Perquisite, or Reward of any Kind or Denomination whatsoever shall be taken, accepted, or received by any Officer or Person who shall or may be employed in the Service of the said Company, other than the Salary, Allowance, or Recompence that shall or may be paid or allowed to such Officer or Person by the said Company, nor shall any Fee, Perquisite, or Reward whatsoever be taken, accepted, or received by any Officer of His Majesty's Revenue who shall or may attend, act, or be employed in the Discharge of any Duty, Office, or Employment of His Majesty's Revenue within the said Docks, Basins, Quays, Wharfs, and other Premises of or belonging to the said Company, for any Service, Act, or Duty which shall or may be done or performed within the same; and every Person taking, accepting, or receiving any Fee, Perquisite, or Reward contrary to the Direction of this Act shall for every such Offence, not only pay back the Amount of the Fee, Perquisite, or Reward so taken, accepted, or received, but in addition thereto shall forfeit and pay any Sum not exceeding Five Pounds.

Justices may appoint Special Constables.

CLXXXI. And be it further enacted, That it shall be lawful for any Two or more Justices of the Peace for the said Town and County of the Town of *Southampton* from Time to Time to appoint such Person or Persons as shall be nominated to them in Writing by any Three of the Directors of the said Company for that Purpose to be Special Constables within the Premises of the said Company, and all and every Person so appointed shall respectively make a Declaration in due Form of Law, as herein-before provided, before any of the Justices of the Peace for the Town and County of the Town of *Southampton*, duly to execute the Office of a Constable for the said Premises; and every Person so appointed, and making such Declaration as aforesaid, shall have Power to act as Constable for the Preservation of the Peace and for the Security of the Persons and Property against Felonies and other unlawful Acts within the Limits of the said Premises, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for apprehending Offenders as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly

duly appointed now have by the Laws and Statutes of this Kingdom; and the Expences of the Appointment and Remuneration of such Constables shall be paid by the said Company; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable, and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges vested in any such Person so dismissed or removed by virtue of such Appointment as aforesaid shall wholly cease.

Saving the Rights of the Crown and the Corporation of Southampton.

CLXXXII. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Privileges, Franchises, or Authority of the King's most Excellent Majesty, His Heirs and Successors, or the Mayor, Aldermen, and Burgesses of the Town of *Southampton*, or their Successors, or the Commissioners acting under or by virtue of the said recited Acts of the Forty-third and Fiftieth Years of the Reign of His said late Majesty King *George* the Third, and of an Act passed in the First and Second Year of the Reign of His present Majesty, intituled *An Act for erecting and maintaining a Pier and other Works for the more conveniently landing and embarking Passengers in the Port of the Town of* Southampton; or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act His Majesty, or the Mayor, Aldermen, and Burgesses of the Town of *Southampton*, or the said Commissioners, or either of them, did or might lawfully claim, use, or exercise, except as otherwise expressly herein provided.

1 & 2 W. 4. c. 1.

Power to the Company to erect Lighthouses or Signal-houses.

CLXXXIII. And be it further enacted, That the said Company shall have full Power and Authority to contract and agree for the Purchase or Hire of any Lands, Tenements, or Hereditaments, with the Consent of the Owner or Owners thereof, in any County or Place within Twenty Miles of the Port of *Southampton*, for the Purpose of erecting and maintaining any Lighthouses, Signal-houses, Sea-marks, and such Telegraphs, Semaphores, or other Modes of Communication for the Safety of Vessels navigating to or from the said Port, or for the speedy Communication to the Ship Owners and Merchants at *Southampton* of the Arrival of Ships and Vessels off the Coast, and to pay for and maintain and support the same when erected or established as aforesaid, with all proper Officers for the Management thereof, and to defray the Expences thereof out of the Rates, Rents, and Sums by this Act authorized to be taken and received, and also to make such Alterations or Improvements in any Lighthouses, Signal-houses, Sea-marks, Telegraphs, Semaphores, or other Modes of Communication belonging to them, and also from Time to Time to take down the same or any of them, and build or establish another or others in their Stead, with proper Officers for the Management thereof, as the said Company shall deem expedient, and to defray all Expences relating thereto out of the Rates, Rents, and Sums by this Act authorized to be taken and received.

Lights and Beacons not to be exhibited or altered without

CLXXXIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or empower the said Company to exhibit or alter any Light or Beacon for the Guidance of Ships and Vessels resorting to or using the said Port of

of *Southampton*, without having from Time to Time first obtained the Sanction in Writing of the Corporation of *Trinity House* of *Deptford Strond* as to the Description and Power of any such Light, and the Character of any such Beacon, and the Mode of exhibiting the same respectively. the Sanction of Trinity House of Deptford Strond.

CLXXXV. Provided also, and be it further enacted, That nothing herein contained shall extend or be construed to extend to prejudice or derogate from any of the Rights or Privileges of the Corporation of *Trinity House* of *Deptford Strond*. Saving the Rights of the Trinity House.

CLXXXVI. And be it further enacted, That the said Company shall have full Power and Authority to lay down, fix, and place in any Part of the River *Itchen* or the *Southampton* Water, or either of them, any Floating Lights or any Buoys for the Safety of Vessels navigating to or from the said Port, and to appoint all proper Officers for the Management of such Floating Lights, and the same or any of them to remove, and place another or others in their Stead if necessary, or lay down, fix, and place new or further Floating Lights or Buoys, with Officers for the Management of such new or further Floating Lights, as the said Company shall in their Discretion think fit, and to defray all Expences relating thereto out of the Rates, Rents, and Sums by this Act authorized to be taken and received. Power to place Buoys or Floating Lights for the Use of the Port of Southampton.

CLXXXVII. And be it further enacted, That it shall and may be lawful for the said Company to provide such and so many Life Boats and other Vessels or Craft to be used and established for the Purpose of rendering Assistance to Vessels in Distress on the Coast or within or near the said Port of *Southampton*, as they may from Time to Time think necessary or expedient, and to defray the Expences of maintaining, establishing, and using the same out of the Rates, Rents, and Sums by this Act authorized to be taken and received. Power to provide Life Boats.

CLXXXVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to build, purchase, or hire any Steam Tugs or Steam Boats for the Purpose of towing any Vessels or Ships into or out of the said Dock or Docks from or to *Southampton* Water or the River *Itchen*, or any Part of the *British* Channel, and to defray the Expences of building, purchasing, hiring, repairing, maintaining, and working the same out of the Rates, Rents, and Sums hereby authorized to be received and taken. Power to provide Steam Tugs or Boats for towing or assisting any Vessels into or out of the said Docks and Port.

CLXXXIX. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance thereof (the Manner of levying and Recovery whereof is not herein otherwise particularly directed), may, in case of Nonpayment thereof, be recovered in a summary Way by the Order or Adjudication of any Justice or Justices of the Peace for the said County of *Southampton* or for the Town and County of the Town of *Southampton*, upon Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs of any of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the For Recovery and Application of Penalties.

the Hand and Seal or Hands and Seals of such Justice or Justices; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, one Moiety to the Informer, and the other Moiety thereof to the said Company; and in case such Penalties and Forfeitures shall not be forthwith paid it shall and may be lawful for the said Justice or Justices, and he and they are hereby authorized, to order the Offender or Offenders so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant or Warrants of Distress, unless the said Offender or Offenders shall give sufficient Security to the Satisfaction of such Justice or Justices for his, her, or their Appearance before the said Justice or Justices, or before some other Justice or Justices of the Peace having Jurisdiction, on such Day or Days as shall be appointed for the Return of such Warrant or Warrants of Distress, such Day or Days not being more than Three Days from the Time of taking such Security, and which Security the said Justice or any of the said Justices is and are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant or Warrants it shall appear that no sufficient Distress could be had whereupon to levy the said Penalty or Penalties, Forfeiture or Forfeitures, and such Costs as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justice or Justices, either by the Confession of the Offender or Offenders or otherwise, that he, she, or they hath or have not sufficient Goods and Chattels whereon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, then and in either of such Cases such Justice or Justices are hereby required, by Warrant or Warrants under his Hand and Seal or their Hands and Seals, to commit such Offender or Offenders to the Common Gaol or House of Correction for the said County of *Southampton* or for the said Town and County of the Town of *Southampton*, there to remain for any Term not exceeding Three Calendar Months, or until such Penalty or Penalties, Forfeiture or Forfeitures, and all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justice or Justices, shall be sooner paid, or until such Offender or Offenders shall be otherwise discharged by due Course of Law.

Justices may proceed by Summons without Information in Writing.

CXC. And be it further enacted, That in all Cases in which any Penalty or Forfeiture by this Act is made recoverable by Information before any Justice of the Peace it shall be lawful for the Justice of the Peace to whom any Complaint shall be made of any Offence committed against this Act, or against any Bye Law, Order, or Rule made in pursuance thereof, to summon the Party complained against before him, and on such Summons to hear and determine the Matter of such Complaint in a summary Way, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed to recover the same, although no Information in Writing or in Print shall have been exhibited or taken by or before such Justice; and all such Proceedings by Summons without Information in Writing or in Print shall be as good, valid, and effectual to all Intents and Purposes as if an Information in Writing had been exhibited.

Amount of Damages how to be ascertained.

CXCI. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by any Justice or Justices of the Peace for the said Town and County of the Town of *Southampton*, such Justice or Justices not being interested in the Matters in question; and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Justice or Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages and Charges in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Penalties or Forfeitures.

For Recovery of Damages against the Company.

CXCII. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Five Days after Demand in Writing shall have been made upon the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company under a Warrant to be issued for that Purpose by such Justice, which Warrant any such Justice is hereby authorized and required to grant under his Hand and Seal on Application made to him for that Purpose by the Party entitled to recover such Money; and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company.

Indictments how to be preferred.

CXCIII. And be it further enacted, That in all Indictments, Informations, or legal Proceedings whatsoever to be preferred, instituted, or carried on against any Person or Persons for feloniously taking, stealing, or embezzling, or for destroying, damaging, or injuring, removing or carrying away, any Goods, Chattels, or Property of or belonging to the said Company, or any Goods, Chattels, or Property in their Custody or Possession, or in the Custody or Possession of any Officer or Servant of the said Company, or Officer of the Customs or Excise for or on behalf of the said Company, or for or on behalf of any other Person or Corporation having deposited such Goods, Chattels, or Property in the Care or Custody of the said Company or of their Officers or Servants, or in any of the Docks, Wharfs, Warehouses, or Premises belonging to the said Company, in all other Indictments, Informations, or legal Proceedings whatsoever of or concerning such Goods, Chattels, or Property respectively,

tively, it shall be sufficient to describe and refer to such Goods, Chattels, or Property as the Goods, Chattels, and Property of the said *Southampton* Dock Company, and in case the same shall have been so as aforesaid feloniously taken, stolen, or embezzled, or removed or carried away, to allege that the same were so feloniously taken, stolen, embezzled, or removed or carried away (as the Case may be) from the said Company; and it shall be sufficient, on the Trial or Hearing of any such Indictment, Information, or other legal Proceedings, to prove that at the Time when such Goods, Chattels, and Property respectively were so feloniously stolen, taken, or embezzled, or so damaged, destroyed, or injured, or removed or carried away, or when other the Matter or Thing complained of in such Indictment, Information, or other legal Proceeding took place, such Goods, Chattels, and Property were in or on any of the Docks, Wharfs, Warehouses, Vaults, Works, or Premises belonging to the said Company, or in the Custody of any Officer or Servant of the said Company, or Officer of Customs or Excise for and on behalf of the said Company, or for and on behalf of some Person or Corporation having deposited the same with the said Company, without any other Proof of Property.

For Proof of Debts in case of Bankruptcy or Insolvency.

CXCIV. And be it further enacted, That in case any Person against whom the said Company shall or may have any Claim or Demand shall become bankrupt or insolvent, it shall be lawful for any Person who shall from Time to Time in that Behalf be appointed by Writing under the Hand of any One or more of the Directors of the said Company for the Time being to act on behalf of the said Company in respect of any such Claim or Demand, and for that Purpose to do all the same Acts, and have and exercise all the same Powers and Privileges, as to the Establishment or Proof of Debts, voting in the Choice of Assignees, and signing Certificates, and otherwise, in respect or relating to the Claim or Demand of the said Company, as any other Person being a Creditor of such Bankrupt or Insolvent, or a Claimant against his Estate, could have or exercise in respect of such Person's Debt or Claim.

Power to Directors to grant Releases to Witnesses.

CXCV. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or other Proceedings, it shall be lawful for any Three or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general and other Releases as may be or be deemed necessary for the Purpose of qualifying any Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Information, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

What shall be Evidence

CXCVI. And be it further enacted, That in all Cases of Prosecutions for Offences against the Bye Laws, Rules, or Orders of the said Company,

pany, the Production of a written or printed Paper purporting to be the Bye Laws, Rules, or Orders of the said Company, and authenticated by having the Common Seal of the said Company affixed thereto, shall be Evidence of the Existence and due making of such Bye Laws, Rules, or Orders, and it shall be sufficient to prove that a printed Paper hath been distributed in manner by this Act directed, unless Proof shall be adduced by the Defendant that such printed Paper is not a Copy of such Bye Laws, Rules, or Orders, or hath not been distributed in manner by this Act directed.

of Bye Laws in legal Proceedings.

CXCVII. And be it further enacted, That none of the Directors of the said Company hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his being a Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract or other Instrument for and on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors or any of them shall not, by reason or on account or in consequence of any such Contract or other Instrument so entered into or made, signed or executed, by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in execution, but that in every such Case any Person making any Claim or Demand upon the said Company or upon any Directors thereof, under or by virtue of any such Contract or lawful Act, may sue and implead the said Company in like Manner as if such Contract or Instrument or other Act had been entered into and done under the Common Seal of the said Company.

Directors not to be personally sued or impleaded.

CXCVIII. And be it further enacted, That in case any Dispute, Suit, or Litigation shall arise, or Information be lodged, touching or in anywise relating to any of the Provisions of this Act, or relating to the Rates, Duties, Charges, or Rent by this Act authorized to be received, or relating to any Penalties which may be incurred under this Act, or respecting any Matter or Thing relating to the said Docks, Basins, Locks, or Cuts, Buildings or Works, or to this Act, no Person acting by or under the Authority of the said *Southampton* Dock Company, or in the Service for the Time being of the said Company, shall for that Reason alone be in any Manner disqualified or incapacitated from giving Evidence in, upon, or respecting such Dispute, Suit, Information, or Litigation, or respecting any Matter or Thing relating to the said Docks, Basins, Locks, or Cuts, Buildings or Works, or to this Act.

Officers of the Company not thereby disqualified as Witnesses.

CXCIX. And be it further enacted, That in all Cases in which any Justice of the Peace is by this Act authorized to examine any Person, or to take cognizance of or to hear and determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

Power to Justices to administer Oaths.

CC. And

Persons giving false Evidence guilty of Perjury.

CC. And be it further enacted, That if any Person in any Examination to be taken by virtue of this Act, or where in pursuance of this Act any Oath is required to be taken, shall wilfully and corruptly give false Evidence, and shall be thereof convicted, he shall be subject to the same Punishment as Persons convicted of wilful and corrupt Perjury.

Penalty on Witnesses for refusing to attend.

CCI. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information or Complaint for any Offence committed against this Act, or against any such Bye Law, Rule, Order, or Regulation as aforesaid, either on the Part of the Prosecution or on the Part of the Person or Persons accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum of Money for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or in the Case of a Quaker on Affirmation, or to give Evidence before such Justice, then and in every such Case every Person so offending shall forfeit and pay for every such Offence any Sum not exceeding the Sum of Five Pounds for every such Offence.

Distress not unlawful for Want of Form.

CCII. And be it further enacted, That when any Distress shall be made for any Money to be raised by virtue of this Act, the Distress itself shall not be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceedings relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the special Damage by an Action on the Case.

Proceedings not to be quashed for Want of Form, nor removed by Certiorari.

CCIII. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Proceeding whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

For securing transient Offenders.

CCIV. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons he shall call to his Assistance, to seize and detain any Person whose Name shall be unknown to such Officers or Agents, and who shall commit any Offence against this Act, and to convey him before some Justice or Justices of the Peace for the said Town and County of the Town of *Southampton*, without any other Authority than this Act; and such Justice or Justices is and are hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

Forms of Information and Conviction.

CCV. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information (when an Information shall be taken in Writing or in Print) and the Conviction

respectively to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require; that is to say,

Form of Information.

'} BE it remembered, That on the Day of *A.B.* of informeth me *C.D.*, one of His Majesty's Justices of the Peace for the Town and County of the Town of *Southampton*, that *E.F.* of [*here describe the Offence, and the Time and Place when and where committed*], contrary to an Act [*or* contrary to a Bye Law made in pursuance of an Act, *as the Case may be*,] passed in the Sixth Year of the Reign of His Majesty King *William* the Fourth, intituled [*here insert the Title of this Act*], which hath imposed a Forfeiture of for the said Offence. Taken the Day of before me. *C. D.*'

That a Conviction in the Form or to the Effect following shall be good; (that is to say,)

Form of Conviction.

'} BE it remembered, That on the Day of in the Year of our Lord *A.B.* convicted before me *C.D.*, one of His Majesty's Justices of the Peace for the Town and County of the Town of *Southampton*, [*here describe the Offence, and the Time and Place when and where committed,*] contrary to an Act [*or* contrary to a Bye Law duly made in pursuance of an Act, *as the Case may be*,] passed in the Sixth Year of the Reign of His Majesty King *William* the Fourth, intituled [*here set forth the Title of this Act*]. Given under my Hand and Seal the Day and Year first above written.'

Power to lay down Pipes for conveying Water to the Shipping.

CCVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time to lay down any Pipe or Pipes for the Conveyance of Water in, over, under, or through the Land or Ground which shall be purchased by or vested in the said Company under the Authority of this Act, or any Part thereof, for the Use of the Vessels or Ships and their Crews which shall enter or use the said Dock or Docks and Works, and otherwise for the Use and Benefit of the said Company.

Company to light the Docks and Works.

CCVII. And be it further enacted, That it shall be lawful for the said Company, and they are hereby empowered and required, from Time to Time to cause such and so many Lamp Irons or Lamp Posts to be put up or affixed in, upon, or along any Part or Parts of the said Dock or Docks and Works, and also, if they shall think it expedient, on the Approaches thereto, and also to cause such Number of Lamps of such Sizes and Sorts to be provided and affixed or put up, together with such Lamp Irons and Lamp Posts, as they shall think necessary for lighting the said Dock or Docks and Works, and every or any Part thereof, and the Approaches thereto, and cause the said Lamps to be lighted as and when they shall think proper.

Power to contract for lighting with Gas or otherwise.

CCVIII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to light, or otherwise to contract and agree with any Company of Proprietors or with any other Person to light, the said Dock or Docks and Works with Gas, Oil, or otherwise, and to supply the said Dock or Docks with Water for the Use of the Ships or Vessels and their Crews which shall enter or use the said Dock or Docks and

and Works, and otherwise for the Use and Advantage of the said Company, as they shall think necessary and proper.

For stopping Escape of Gas.

CCIX. And be it further enacted, That whenever any Gas shall be found to escape from any of the Pipes which shall be laid down or set up by Order of the said Company in pursuance of this Act, the Corporation or Person whosoever making, furnishing, or supplying any Gas used or burnt within the Limits of this Act shall, at their own Expence, immediately after receiving Notice by Parol or in Writing, to be given or left at their Office or usual Place of transacting their Business, of any such Escape of Gas, from any Person, cause the most speedy and effectual Measures to be taken to stop or prevent such Gas from escaping; and in case the said Corporation or Person as aforesaid shall not, within Twenty-four Hours next after such Notice by Parol or in Writing being given of any such Escape of Gas, effectually stop and prevent the Gas from escaping, and wholly and satisfactorily remove the Cause of Complaint, then and in every such Case the said Corporation or Person as aforesaid shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds for each and every Day after the Expiration of Twenty-four Hours from the Time of giving any such Notice during which the Gas shall be suffered to escape as aforesaid; which Penalty shall from Time to Time be recoverable in a summary Way on the Oath or Affirmation of One or more credible Witness or Witnesses before One or more Justice or Justices of the Peace for the said County of *Southampton* or Town and County of the Town of *Southampton*, and shall and may be recovered, with all reasonable Charges, by Distress and Sale of the Goods and Chattels of any such Corporation or Person as aforesaid, by the Warrant of any such Justice or Justices as aforesaid, to be granted in like Manner and subject to the like Provisions as are herein directed touching other Penalties to be recovered by virtue of this Act.

Penalty for conveying Washings into any River, &c.

CCX. And be it further enacted, That if any Corporation or Person whosoever making, furnishing, or supplying any Gas used or burnt within the Limits of this Act shall at any Time drain or convey, or cause to be drained or conveyed, or to run or flow, any Washings or other waste Liquids, Substances, or Things whatsoever, which shall arise or be made in the Prosecution of the said Gas Works, into any River, Brook, or Running Stream, Reservoir, Canal, Aqueduct, Waterway, Feeder, Pond, or Springhead, or into any Drain, Sewer, or Ditch communicating with any of them, or do or cause to be done any Annoyance, Act, or Thing to the Water contained in any of them, whereby the Water contained therein or any Part thereof shall or may be spoiled, fouled, or corrupted, then and in every such Case any such Corporation or Person as aforesaid shall forfeit and pay for every such Offence the Sum of Two hundred Pounds; and such Penalty or Forfeiture shall and may be sued for and recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Plaint, or Information, wherein no Essoign, Protection, Privilege, Wager of Law, nor more than One Imparlance, shall be allowed, and such Penalty shall be paid to the Person who shall inform or sue for the same: Provided always, that no such Penalty or Forfeiture shall be recoverable unless the same be sued for within Six Calendar Months after the Time when

when such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall have ceased: Provided also, that over and above and in addition to the said Penalty of Two hundred Pounds, (and whether such Penalty shall or shall not be sued for or recovered,) in case any of the said Washings or other waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be drained, conducted, or conveyed, or caused or suffered to run or flow, in manner aforesaid, into any River, Brook, or Running Stream, or any Reservoir, Canal, Aqueduct, Waterway, Feeder, Pond, or Springhead, or into any Drain, Sewer, or Ditch communicating with any of them, or any such Annoyance, Nuisance, Injury, Damage, Act, or Thing shall be done or caused to be done as aforesaid, and Notice thereof in Writing shall have been given by any Person whomsoever to the said Corporation or Person making, furnishing, or supplying any Gas used or burnt within the Limits of this Act, and such Corporation or other Persons shall not, within Twenty-four Hours after such Notice given, stop and prevent all and every such Washings, waste Liquids, noisome or offensive Liquids, Substances, or Things, from being drained, conducted, or conveyed, or from running or flowing in manner aforesaid, and every such other Annoyance, Nuisance, Injury, Damage, Act, or Thing from being done as aforesaid, then and in every such Case the said Corporation or Person so offending shall forfeit and pay the Sum of Twenty Pounds for each and every Day such Washings, waste Liquids, or noisome or offensive Liquids, Substances, or Things, shall be so drained, conducted, or conveyed, or caused or suffered to run or flow in manner aforesaid, or such other Annoyance, Nuisance, Injury or Damage, Act or Thing, shall be so done or caused to be done as aforesaid; and such last-mentioned Penalty shall and may be recovered and levied in like Manner as any other Penalty or Forfeiture is in and by this Act to be recovered and levied, and shall be paid to the Informer or to the Person who, in the Judgment of the Justice or Justices before whom the Conviction shall take place, shall have sustained any Annoyance, Injury, or Damage as aforesaid by any such Act so done or committed.

Gas Pipes to be laid Four Feet from Water Pipes, and in a particular Manner.

CCXI. And be it further enacted, That all and every the Pipes or other Conduits to be used or laid for the Conveyance of Gas in, under, through, along, across, or round any Road, Street, or other Place within the Limits of this Act shall be so laid at the greatest practicable Distance, and whenever the Width of the Carriageway in such Street or Place will allow thereof at the Distance of Four Feet at least from the nearest Part of any Water Pipe already laid down or hereafter to be laid down for the Conveyance of Water under, through, along, across, or round any of the said Roads, Streets, or other Places within the Limits of this Act, excepting in Cases where it shall be unavoidably necessary to lay the Gas Pipes across any of the said Water Pipes, in which Cases the said Gas Pipes shall be laid over and above the said Water Pipes at the greatest practicable Distance therefrom, and shall form therewith a Right Angle, and in such Cases the said Gas Pipes so crossing the said Water Pipes shall be at least Six Feet in Length, so that no Joint of any of the said Gas Pipes shall be nearer to any Part of the said Water Pipes than Three Feet at least; and in laying down the said Gas Pipes the said Contractors or other Persons supplying Gas shall in no Case join Two or more Gas Pipes together previous to their being laid in the Trench, but shall lay each Pipe as near

as

as may be in its Place in the Trench, and shall in such Trench properly form the Jointing with the other Pipes to be added thereto with proper and sufficient Materials, and shall also make and keep all and every such Pipes connected or communicating therewith, and all the Screws, Joints, Inlets, Apertures, or Openings therein, respectively Air-tight, and in all and every respect prevent the said Gas from escaping therefrom and from any Part thereof, upon pain of forfeiting for every Offence the Sum of Five Pounds.

To prevent Escape of Gas and Contamination of Water.

CCXII. And be it further enacted, That whenever the Water of any Company of Proprietors for supplying the Inhabitants of Houses within the Limits of this Act with Water shall be contaminated by any Gas used or burnt within the Limits of this Act, the Corporation or Person making, furnishing, or supplying such Gas shall forfeit and pay the Sum of Twenty Pounds, to be sued for and recovered as any Penalty is hereby directed to be sued for and recovered, and shall be applied to and for the Use and Benefit of the said Company supplying Water as aforesaid; and in case any such Water shall be contaminated or affected by Gas in any way whatsoever, then and in every such Case the said Corporation or other Person making, furnishing, or supplying such Gas shall, within Twenty-four Hours next after Notice thereof in Writing, signed by the Treasurer or other Officer of and for such Water Company as aforesaid, or by any Person making use of such Water, left at the usual Office or Place of transacting Business of the said Corporation or other Person, cause the most proper and effectual Measures to be taken to stop and prevent Gas from escaping from their Mains, Works, or Pipes, or contaminating or affecting the Water of such Company as aforesaid; and in case the said Corporation or other Person making, furnishing, or supplying Gas shall not, within Twenty-four Hours next after each and every such Notice so left as aforesaid, effectually stop and prevent the Gas from so escaping, and wholly and satisfactorily remove the Cause of every such Complaint, and prevent all and every such Contamination whereof Notice shall be given as aforesaid, that then the said Corporation or other Person as aforesaid shall on each and every Complaint forfeit and pay to the Treasurer or other Officer for the Time being of such Water Company as aforesaid, for the Use and Benefit of the said Company, over and above the before-mentioned Penalty of Twenty Pounds, the Sum of Ten Pounds for each and every Day during which the Water of the said last-mentioned Company shall be and remain contaminated or affected by such Gas; and in default of Payment thereof respectively as aforesaid such Penalty or Penalties shall and may be recovered by Information to be exhibited on the Oath of One credible Witness by and in the Name of the Treasurer or other Officer for the Time being of the said Water Company as aforesaid, or by and in the Name of any One or more of the Directors of the said Company, at the Option of the Parties prosecuting such Information against the Corporation or other Person making, furnishing, or supplying Gas, before any Justice of the Peace for the said County of *Southampton* or the Town and County of the Town of *Southampton*, with Costs, to be assessed by such Justice, and to be levied by Distress and Sale of the Goods and Chattels of the said Corporation or other Person making, furnishing, or supplying such Gas, together with the Charges of such Distress and Sale, by Warrant under the Hand and Seal of such Justice, which Warrant

such Justice is hereby empowered to grant; and such Penalty or Penalties, when so levied, shall be paid to the Treasurer or other Officer for the Time being of such Water Company to the Use of such Water Company.

For ascertaining if the Water be contaminated.

CCXIII. And be it further enacted, That in any Case in which it shall be or become a Question upon such Complaint as aforesaid whether the said Water be contaminated or affected by the Gas of the said Corporation or other Person making, furnishing, or supplying any Gas used or burnt within the Limits of this Act, it shall be lawful for the Company of Proprietors or other the Owners or Proprietors of any Waterworks to dig to and about and search and examine the Mains, Pipes, Conduits, and Apparatus of the said Corporation or other Person as aforesaid; and if it shall appear that the said Water has been contaminated by any Escape of Gas as aforesaid, the Costs and Expences of the said Digging, Search, and Examination, and of the Repair of the Pavement of the Roads or Streets which shall be taken up or disturbed, shall be borne and paid by the said Corporation or Person as aforesaid; which Costs and Expences of Digging, Search, and Examination shall be ascertained and determined, if necessary, by such Justice as aforesaid, and be recovered in like Manner as any Penalty may be recovered by virtue of this Act: Provided always, that if upon such Examination it shall appear that such Contamination has not arisen from any such Escape of Gas from any of the Mains, Pipes, or Conduits of the said Corporation or other Person as aforesaid, then and in such Case the said Company of Proprietors, or other the Owners or Proprietors of such Waterworks, shall bear and pay all the Costs and Expences of such Search, Examination, and Repair as aforesaid, and shall also make good to the said Corporation or other Person as aforesaid any Loss, Injury, or Damage which may be occasioned by the said Mains, Pipes, Conduits, or Apparatus of the said Corporation or other Person as aforesaid in and by such Search and Examination, the Amount of such Injury, Loss, or Damage to be ascertained or determined by such Justice or Justices of the Peace as aforesaid.

Persons supplying Gas liable to be indicted for a Nuisance.

CCXIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prevent any Person from proceeding by Indictment or otherwise against any Officers, Servants, or Workmen of the Corporation or other Person whomsoever making, furnishing, or supplying any Gas used or burnt within the Limits of this Act, in respect of any Works or other Means which shall be employed by them or any of them in making the said Gas and using the same, and furnishing such Light as aforesaid, as a public or private Nuisance, or from bringing any Action against the said Corporation or Person as aforesaid, or any of their Officers, Servants, or Workmen, for any Injury sustained by reason of any such Works, or the Use of the said Gas, or Method of lighting therewith, whether such Injury shall proceed from the Preparation or the Use of the same Gas, or Method of lighting, or the Carelessness or Want of Skill of any of the Persons employed therein, or from any other Cause whatsoever.

Power to appeal to the Sessions.

CCXV. And be it further enacted, That all Corporations and Persons who may think themselves aggrieved by any Order or Judgment made or given in pursuance of this Act, or by any Bye Law, Rule, Order, or Regulation made by virtue of this Act, or by any Order or Judgment given

given therein, and also that the said Company and all other Corporations and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been given, appeal to the Recorder acting at any General or Quarter Sessions to be holden for the Borough of the Town and County of *Southampton*, or the Justices of the Peace at any General or Quarter Sessions to be holden for the County of *Southampton*, or Place where the Matter of Appeal shall arise, at the Option of the Appellant, first giving Ten Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company, as the Case may be, and forthwith after such Notice, in the Case of an Individual appealing, entering into a Recognizance before some Justice of the Peace for the said County or Place where the Matter of Appeal shall arise, with Two sufficient Sureties, conditioned to try such Appeal, to abide the Order and Award of the said Court therein; and such Recorder or Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or if they think proper may adjourn the Hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County or Place; and the said Recorder or Justices may, if they see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of this Act, or of such Bye Law, Rule, Order, or Determination, and may also order such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they shall think reasonable.

Plaintiff not to recover after Tender of Amends.

CCXVI. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding, before such Action brought; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceeding, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Limitation of Actions.

CCXVII. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person or Corporation for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless Ten Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, or Information, or other Proceedings, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the

the Act committed, or in case there shall be a Continuation of Damage, then within Three Calendar Months next after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where the Matter or Dispute or Cause of Action shall have arisen; and the Defendant in such Action, Suit, or Information or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been so done or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall be nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as any Defendant hath for recovering Costs of Suit by Law in other Cases.

What shall be good Service of Notice on the Company.

CCXVIII. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ, or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Secretary or Clerk of the said Company, or leaving the same at the Office of the said Company or of such Secretary or Clerk, or delivering the same to some Inmate at such Office of the said Company, or at the last or usual Place of Abode of such Secretary or Clerk, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent of or Officer employed by the said Company or any One Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent, Officer, or Director, shall be deemed good and sufficient Service of the same respectively on the said Company.

What shall be good Service of Notice by the Company.

CCXIX. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ, or other Proceeding at Law or in Equity, upon any Person or Corporation, under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member or upon the Clerk or other Officer of such Officer of such Corporation, or delivering the same to some Inmate of the last or usual Place of Abode of such Person, or of such Member, Clerk, or other Officer, shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation (as the Case may be): Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may, except where the same is by this Act otherwise expressly directed, be signed by One Director or by the Secretary or Clerk of the said Company, need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

If Land not contracted for within

CCXX. And be it further enacted, That unless the said Company shall, within the Space of Two Years, to be computed from the passing of

Two Years, compulsory Power of purchasing to cease.

of this Act, agree for or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act authorized to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purpose of making the said Dock or Docks and other Works hereby authorized, then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void, save so far as the same may be exercised with the Consent in Writing of the Owners of such Lands respectively.

If Lands not bonâ fide made use of in Twenty-one Years, Corporation empowered to repurchase same.

CCXXI. And be it further enacted, That in case at any Time after the Expiration of Twenty-one Years from the passing of this Act any Part of the Lands by this Act authorized to be taken, not being less than Five Acres, shall appear to the Mayor, Aldermen, and Burgesses for the Time being of the Borough of *Southampton* not to be *bonâ fide* employed for the Purposes of the said Undertaking, it shall be lawful for the said Mayor, Aldermen, and Burgesses, upon Three Calendar Months previous Notice, to require the said Company to prove to the Satisfaction of the Justices of the Peace at any General or Quarter Sessions to be holden for the County of *Southampton* that such Part of the Lands as shall be specified in such Notice is *bonâ fide* employed for the Purposes of the Undertaking, and in default of such Proof being shown as aforesaid, then upon Payment or Tender of the then actual Value of the Improvement or Improvements (if any) which shall have been made upon such Lands by the said Company, to be ascertained by a Jury in case of Dispute in manner herein-before provided, the Lands in such Notice specified, or such Part thereof (not being less than Five Acres) as shall not be proved to be so *bonâ fide* employed for the Purposes of the said Undertaking, shall revert to and vest in the Mayor, Aldermen, and Burgesses of the said Borough as of their original Estate.

If Sea Wall not erected, or the Docks abandoned, Lands to revert to the Corporation.

CCXXII. And be it further enacted, That if a good and sufficient Sea Wall or Embankment shall not be made for shutting out the Sea from the Land hereby authorized to be taken within Seven Years from the passing of this Act, or if the said Dock or Docks shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall be completed shall for the Space of Two Years cease to be used and employed as a Dock or Docks, then and in such Case the Lands so taken by the said Company for the Purposes of this Act shall revert to and vest in the Mayor, Aldermen, and Burgesses of the Borough of *Southampton* and their Successors as of their original Right: Provided nevertheless, that no such Reverter of Right shall accrue to the said Mayor, Aldermen, and Burgesses unless and until the said Mayor, Aldermen, and Burgesses shall have given to the said Company Six Calendar Months Notice of their Claim to such Lands by delivering such Notice under their Common Seal at the Office of the said Company at *Southampton*, if any such there be, and by advertising a Copy of such Notice Three several Times in some public Newspaper usually circulated in the Town of *Southampton*.

If Docks not made within Seven Years, Powers to cease, except as to any Part completed.

CCXXIII. And be it further enacted, That in case the Docks and Works intended to be made under the Authority of this Act shall not have been completed so as to answer the Objects of this Act within the Space of Seven Years from the passing thereof, then and from thenceforth all the Powers and Authorities given by this Act shall cease and determine, save

save only as to such or so much of such Works as shall have been completed within such Time, and save only as to such Matters as shall have been transacted and such Agreements as shall have been made in pursuance of the Powers herein contained, and so that the said Company be not discharged from any Liability or Obligation to any Person or Corporation arising out of the Provision herein contained.

Power to purchase up Interests in Lands, the Purchase whereof is omitted by Mistake.

CCXXIV. Provided always, and be it further enacted, That if at any Time after the said Company shall have entered upon any Lands which shall be permanently required for the Purposes of this Act any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in, to, or affecting such Lands, which Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase, or to pay Satisfaction or Compensation for, by reason of the said Company not having had express Notice of the Existence thereof, or by reason of any other Accident or Mistake, and such Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions herein-before contained, then, notwithstanding such Estate, Right, or Interest, and whether the last-mentioned Period of Seven Years shall then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands for the Purposes of this Act; but the said Company shall with all convenient Speed purchase or pay Compensation or Satisfaction for such Estate, Right, or Interest; and the Purchase Money, Compensation, or Satisfaction to be paid for the same shall be agreed on or awarded to be paid, and such Estate, Right, and Interest shall be vested in, or barred, or extinguished, for the Benefit of the said Company, in like Manner as, according to the Provisions herein-before contained, the same respectively would have been agreed on or awarded, and paid and vested, barred or extinguished, in case the said Company had purchased or paid Compensation or Satisfaction for such Estate, Right, or Interest before their Entry upon such Lands, or as near thereto as the Circumstances will admit.

Saving the Rights of the London and Southampton Railway Company. 4 & 5 W. 4. c. 88.

CCXXV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize or empower the said Company, without the Consent of the *London* and *Southampton* Railway Company, incorporated by an Act passed in the Fifth Year of the Reign of His present Majesty King *William* the Fourth, intituled *An Act for making a Railway from* London *to* Southampton, to enter into or upon, or otherwise use or interfere with, any of the Lands, Tenements, Hereditaments, Works, or other Property of the said *London* and *Southampton* Railway Company otherwise than to unite any Line of Railway which the said *Southampton* Dock Company may construct within the Limits by this Act authorized with the said *London* and *Southampton* Railway at its Terminus at or near the Shore or Beach of *Southampton* Water aforesaid, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *London* and *Southampton* Railway Company, but saving and reserving to the said *London* and *Southampton* Railway Company all the Rights, Privileges, and Franchises of the said Company, and also saving and reserving all such Powers, Authorities, and Provisions in the said Act contained as if this Act had not been passed.

Saving the Rights of the Company of Proprietors of the Itchen Bridge and Roads. 4 & 5 W. 4. c. 85.

CCXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize or empower the said Company, without the Consent of the Company of Proprietors of the *Itchen* Bridge and Roads, incorporated by an Act passed in the Fifth Year of the Reign of His present Majesty King *William* the Fourth, intituled *An Act for establishing a Floating Bridge over the River* Itchen *from or near a Place called* Cross House, *within the Liberties of the Town of* Southampton, *to the opposite Shore in the County of* Southampton, *with proper Approaches thereto, and for making Roads to communicate therewith*, to enter into or upon or otherwise use or interfere with any of the Lands, Tenements, Hereditaments, Works, or other Property of the said Proprietors of the *Itchen* Bridge and Roads Company, otherwise than to unite the Eastern Quay or Boundary Wall which the said *Southampton* Dock Company may construct within the Limits by this Act authorized with the *Itchen* Bridge, Roads, and Works, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said Company of Proprietors of the *Itchen* Bridge and Roads; but saving and reserving to the said Company of Proprietors of the *Itchen* Bridge and Roads all the Rights, Privileges, and Franchises of the said Company, and also saving and reserving all such Powers, Authorities, and Provisions in the said Act or of any other Act relating to the said Bridge and Roads contained, as if this Act had not been passed.

Expences of Act

CCXXVII. And be it further enacted, That the Costs, Charges, and Expences of obtaining and passing this Act and incident thereto shall be paid by the said Directors out of any Monies applicable to the Purposes of this Act.

Public Act.

CCXXVIII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be taken notice of as such by all Judges, Justices, and others, judicially.

The

The SCHEDULES to which the foregoing Act refers.

SCHEDULE A.

Nos. on Plan.	Owners Names.	Lessees and Occupiers Names.	Description of Property.
COUNTY OF SOUTHAMPTON, AND THE TOWN AND COUNTY OF THE TOWN OF SOUTHAMPTON.			
Parish of Saint Mary, or Extra-parochial.			
1	The Mayor, Aldermen, and Burgesses of the Town and County of the Town of Southampton	- - - -	The Shore or Beach and Public Way.
2	The London and Southampton Railway Company - - -	The London and Southampton Railway Company - - -	Railway Line at the Shore or Beach of Southampton Water.
3	The Company of Proprietors of the Itchen Bridge and Roads - -	The Company of Proprietors of the Itchen Bridge and Roads - - -	Inclined Plane, Canal, &c.
4	The Mayor, Aldermen, and Burgesses of the Town and County of the Town of Southampton -	The Executors of the late William Lintott, Lessees -	The Shore or Beach and Mud Lands.
5	Ditto - -	Stephen Judd, Charles Baker, John King, Samuel Chaplin, and Joseph Clark junior, Lessees, Trinder, Occupier - -	Baths, Buildings, Embankments, and other Premises.
6	Ditto - -	Ann Williams, Elizabeth Smith, Richard Hatcher, William Jefferies, and Widow Tomlyn -	Reservoir Ground used for the Supply of various Oyster Coves and Beds.
Parishes of Saint Mary-Holy-Rhood, Saint John, Saint Michael, or some or one of them, or Extra-parochial.			
7	The Mayor, Aldermen, and Burgesses of the Town and County of the Town of Southampton, and the Commissioners of the Piers and Harbours -	Themselves, and the Commissioners for paving, lighting, and cleansing the Town of Southampton -	The Harbour Backwater, used for scouring the Mouth of the Town Sewers, and the Head of Watergate Quay.
8	The Mayor, Aldermen, and Burgesses of the Town and County of the Town of Southampton -	William Durkin - -	Gravel and Ballast Ground.
9	Ditto - -	Themselves - - -	The Shore or Beach and Mud Lands.
10	Ditto - -	Ann Williams, Elizabeth Smith, Richard Hatcher, William Jefferies, and Widow Tomlyn -	Oyster Coves and Beds, &c.
His Majesty's Lords Commissioners of the Admiralty.			

SCHE-

SCHEDULE B.

Tonnage Rates on Shipping.

First Class.

		s.	d.
Vessels from any Port in the United Kingdom, Isle of Man, Jersey, Guernsey, Alderney, Sark, or other European Ports outside the Baltic, between the North Cape and Ushant (Hambro', Bremen, and Embden excepted)—(*see* Second Class) with Liberty to re-load for any Port - - -	per Register Ton	0	6
Rent, after Three Weeks from the Date of entering the Dock if discharged by the Crew of the Vessel, from the Date of final Discharge if discharged by the Dock Company - - -	per Register Ton per Week	0	1
or			
If with Part of a Cargo - - -	for every Ton of Goods delivered	0	6
Rent, after One Week from Date of Entrance	per Register Ton per Week	0	1
Vessels loading for any of those Parts, not having discharged their Cargoes in the Dock - - - - - - - - -	per Register Ton	0	6
Rent, after Three Weeks from Date of Entrance,	per Register Ton per Week	0	1

Second Class.

Vessels from Hambro', Bremen, and Embden, with Liberty to re-load for any Port - - - - - - - - -	per Register Ton	0	6
Rent, after Five Weeks from Date of Entrance,	per Register Ton per Week	0	1
Vessels loading for any of those Ports, not having discharged their Cargoes in the Docks, - - - - - - - - -	per Register Ton	0	6
Rent, after Three Weeks from Date of Entrance,	per Register Ton per Week	0	1

Third Class.

Vessels from any Port in the Mediterranean, with Liberty to re-load for any Port,	per Register Ton	0	9
Rent, after Five Weeks from the Date of Entrance,	per Register Ton per Week	0	1

Fourth Class.

Vessels from all other Ports or Places whatsoever (with the Exceptions hereinafter mentioned), with Liberty to re-load for any Port -	per Register Ton	0	9
Rent, after Three Weeks from Date of Entrance if the Cargo be discharged by the Crew, from Date of final Discharge if the Cargo be discharged by the Dock Company - - -	per Register Ton per Week	0	1
Vessels loading for any Ports or Places in the Third or Fourth Classes, not having discharged their Cargoes in Dock - - -	per Register Ton	0	9
Rent, after Three Weeks from the Date of Entrance,	per Register Ton per Week	0	1

Exceptions.

Vessels from any Port in the United Kingdom, which land One Third (or more) of their Cargoes, will be admitted into the Dock free of Dues, with Liberty to remain Twenty-four Hours after their final Discharge.			
Rent, after the Expiration of that Period -	per Register Ton per Week	0	1
Should the Vessel load outwards, the usual Tonnage Rates, according to the Port of Destination, to be charged.			
Vessels from Spain or Portugal with Cargoes of Wool and Cork,	per Register Ton	0	6
Rent, after Three Weeks from Date of Entrance,	per Register Ton per Week	0	1

		s.	d.
Vessels to or from the Southern Whale Fisheries	per Register Ton	1	0
Oil delivered into Craft	per Ton	0	6
Rent, after Five Weeks from Date of Entrance,	per Register Ton per Week	0	1
Vessels landing Part of their Cargoes,			
First or Second Class	per Ton of Goods landed	0	6
Third or Fourth Class	ditto	0	9
Rent, after One Week from Date of Entrance,	per Register Ton per Week	0	1
Vessels loading Part of their Cargoes,			
First or Second Class	per Ton of Goods taken on board	0	6
Third or Fourth Class	ditto	0	9
Rent, after One Week from Date of Entrance,	per Register Ton per Week	0	1
Light Vessels to lie up,			
On entering	for every Register Ton of the Vessel	0	6
Rent, after Three Weeks from Date of Entrance,	per Register Ton per Week	0	1

Vessels which enter the Dock to lie up, and afterwards load out, to pay Dues according to their Port of Destination.

Vessels wholly Corn-laden to be exempt from Tonnage Rates, but to be charged for docking and undocking as under,

If 100 Register Tons and upwards		21	0
Under 100 Tons		10	6
With Liberty to remain in Dock 24 Hours after the final Discharge of the Cargo.			
Rent, after the Expiration of that Period	per Register Ton per Week	0	1
Should the Vessel load outwards the usual Tonnage Rates, according to the Port of Destination, to be charged.			

Vessels Two Thirds laden with Corn to be charged Tonnage Rate on the Proportion the Remainder of the Cargo bears to the Register Tonnage.

Vessels Coal-laden,

If the Coals are to be landed,			
For docking and undocking		21	0
For every Ton of Coals landed		0	6
If the Coals are to be transhipped,			
For every Register Ton of the Vessel		0	6
With Liberty to remain in the Dock 24 Hours after the final Discharge of the Cargo.			
Rent, after the Expiration of that Period	per Register Ton per Week	0	1

Rates for discharging Cargoes when landed by the Company.

Cargoes consisting either in the whole or in part of Hogsheads or Tierces of Sugar from the West Indies, including Ship Cooperage	per Register Ton	1	9
Cargoes consisting of Sugar in Chests of 5 Cwt. and upwards, including Ship Cooperage	per Register Ton	1	3
Cargoes consisting of Sugar in Bags, Mats, or Chests under 5 Cwt., or other Goods (not being Oil direct from the Fisheries, Tallow, Heimp, Ashes, Corn, Wood, Goods, Pitch, Tar, Hay, or Straw,) contained in Casks, Bales, Serons, Chests, Cases, Bags, Baskets, Mats, Bundles, or similar Packages, also Spelter or Metal in Pigs, Bars, Rods, Plates, &c.	per Register Ton	0	9
Cargoes consisting of Mahogany or other large Wood in Logs	per Register Ton	1	9
Blue, Gum, Wood, or large Timber, additional for every Load delivered		0	6
Cargoes consisting of Hemp only, or Merchandize in Bulk	per Register Ton	1	0
Tallow only	per ditto	0	6
Mixed Cargoes of Hemp, Tallow, and Ashes	per Ton of Hemp	1	3
	per Ton of Tallow	0	6
	per Ton of Ashes	0	6
Mixed Cargoes, the Part which is in Bulk	per Ton	1	0

No Charge made for Excess beyond the Register Tonnage.

Note.—Vessels which discharge the Whole or the greater Part of their Cargoes into Lighters will be subject to such Rates as shall be agreed upon between the Ship Owners and the Company.

SCHEDULE C.

RATES to be charged on Merchandize imported and landed at the Southampton Docks.

The Rent to be charged after the Expiration of Three Working Days from the final weighing, gauging, or Examination by the Revenue.

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	s.	d.	s.	d.	
Alkali, Scotch - -	Ton	4	6	0	3	
Alkanet Root - -	Cwt.	0	6	1	0	Ton.
Almonds—						
in large Casks or Serons -	Ton	4	6	0	4	
in Boxes or Barrels -	Cwt.	0	6	2	0	100 Boxes.
				1	3	100 ½ Ditto.
				0	3	Cask, 3 Cwt. 2 Qrs. and under 5 Cwt.
				0	2	Barrel, 2½ Cwt. and under 3½ Cwt.
				0	1	½ Ditto, 1 Cwt. 2 Qrs. and under 2 Cwt. 2 Qrs.
				0	0½	¼ Ditto, under 1 Cwt. 2 Qrs.
Shell - - -	Cwt.	0	9	0	2	Large Bale.
				0	1½	Ordinary Do.
				0	1	½ Bale.
Aloes in Gourds - -	Ton	8	0	0	3	Score Gourds.
in Chests or Casks -	Ton	6	0	0	3	Package, 8 Cwt. & upwards.
				0	2	Do. 5 & under 8 Cwt.
				0	1½	Do. 3 & under 5 Do.
				0	1	Do. under 3 Cwt.
Alum - - -	Ton	3	6	0	3	
Alva Marina—						
in press-packed Bales -	Ton	3	0	0	4	
in Bags not press-packed -	Ton	5	0	0	6	
Amber, rough - - -	Ton	5	0	0	7	
Amber and Beads -	Package	1	6	0	1	Box or Case.
Ambergris, in Boxes or Kegs	Package	1	6	0	3	
Amethysts or Agates - -	Case or Package	1	6	0	3	
Anchovies - - -	Cwt.	0	9	4	2	100 Casks, under 1 Cwt. & ½.
				2	6	100 Barrels.
				1	3	100 Kegs.
Angelica Root - - -	Ton	5	0	0	3	Hogshead.
				0	2	Tierce.
				0	1	Barrel.
Anniseed - - -	Ton	5	0	0	6	
Star - - -	Ton	7	6	0	10	
Annotto - -	Ton	7	0	0	7	Ton.
in Mats, small Chests, or Baskets - -	Cwt.	1	7½	4	2	100 small Packages.
Antimony - - - -	Ton	5	0	0	4	
Ore - -	Ton	3	6	2	0	
If loose, filling and weighing, 2s. per Ton.						

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Apples	Hogshead	1	6	0	3	
	Tierce	1	0	0	1½	
	Box, Basket, or Barrel	0	6	0	0½	
Arangoes	Chest	1	6	0	2	
	Box	1	6	0	1	
Argol	Ton	5	0	0	4	Ton in Casks.
				2	6	100 Bags or Cases, 2 Cwt. and under 4 Cwt. each.
				1	6	100 - under 2 Cwt. each.
Arrow Root	Ton	7	6	0	7	
Arsenic	Ton	5	0	0	4	
Assafœtida	Cwt.	0	6	0	0½	
Ashes	Ton	3	0	0	3	Ton from Black Sea.
				0	2	Cask from other Parts of Russia.
				0	0½	Cask from America.
Asphaltum	Ton	5	0	0	6	
Asses or Mules	each	3	0	—		
Bacon	Hogshead	2	0	0	3	
	Bale	0	6	0	1	
	Side	0	2¼	0	0¼	
Middles, 3 Cwt.	Tierce	0	8¼	0	1	
Do. 1 to 2 Cwt.	Cask	0	6	0	0½	
Baggage —						
Presents, Parcels of Papers, Samples, and other small Articles	Package	0	6	0	1	
Cases, Trunks, Boxes, Bundles of Bedding and Wearing Apparel	Package	1 0 to 1 6		0	1½	
Mid. sized Do. and Chests	Package	2	0	0	2	
Larger Packages in proportion.						
Bags, empty	Score	0	4	0	0½	
Balsam —						
in Jars, Bottles, or Cannisters in Cases	Cwt.	1	1½	0	0½	Jar, Bottle, or Cannister.
Barrels	Cwt.	0	6	0	1½	Barrel, 2 Cwt. and under 3 Cwt.
				0	1	Barrel, under 2 Cwt.
				0	2	Barrel, 3 Cwt. and upwards.
A separate Charge to be made for Cooper's Attendance at Landing and Delivery.						
—— Canada	Package	1	6	0	1	
Bamboo. *See* Canes.						
Barilla, loose	Ton	3	6	0	2	
in Serons, Casks, Chests, Mats, or Bags	Ton	3	3	0	2	
Filling and weighing, 2*s.* per Ton.						
Bark, Jesuits or Peruvian	Cwt.	1	0	0	1	Chest.
				0	0¾	½ Do. or whole Seron.
				0	0½	½ Seron or Box
Elutheria or Cascarilla	Cwt.	0	9	1	3	Ton.
Oak or Tanners —						
in Bags or loose	Ton	5	0	0	4	
in Cases about 1½ Cwt.	Cwt.	0	6	0	1	Case.
in Casks	Ton	3	0	0	4	Ton.
Filling and weighing, 2*s.* per Ton.						

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Baskets	Bale	3	0	0	3	
	Three Quarters Bale	2	3	0	2	
	Half Bale	1	6	0	1½	
	large Bundle	1	0	0	1	
	small Bundle	0	6	0	0½	
Beads, Jet, or other Kinds not otherwise described	Package	1	6	0	1	Box or Case.
Beans, in Bags	Bag	0	6	0	1	
Castor	Cwt.	0	3	0	6	Ton.
Beef and Pork	Tierce	0	8¼	0	0½	
	Barrel	0	5¼	3	0	100.
	Tub, Kit, or ½ Barrel	0	3¾	2	0	100.
Beer, Spruce	Barrel	0	9	0	0½	
	Firkin	0	3	1	6	100.
	Keg	0	1½	0	9	100.
Bees-wax. *See* Wax.						
Benjamin. *See* Gum.						
Berries, Juniper	Ton	8	0	5	0	100 Bags, 2 to 4 Cwt. each.
				2	6	100 Do. under 2 Cwt. each.
Yellow or Bay	Ton	5	0	0	4	
Betel Nuts	Ton	5	0	0	5	
Biscuits	Cwt.	0	3	0	2	Puncheon.
				0	0½	Bag or Barrel.
				0	0¼	Keg.
Black Lead	Ton	3	9	0	4	
Blankets	per Bale	1	0	0	1	
Block Tin. *See* Tin.						
Bones	1,000	3	0	0	2	
in Bags	Bag	0	6	0	0½	
in Casks	Ton	3	0	0	3	
Books	Cwt.	1	0	0	3	Chest.
				0	2	Bale or Box.
Boots and Shoes	Hhd.	1	6	0	3	
	Case or Tierce	1	0	0	2	
Boracic Acid	Ton	5	0	0	4	
Borax, rough or refined	Ton	5	0	0	10	
Bottles, Glass, empty	Gross	3	0	0	1	
Brandied Fruit	Case containing 3 Dozen Bottles	0	9	0	1½	
	Do. containing 2 Dozen Do.	0	6	0	1	
Brass	Ton	5	0	0	2	
Brimstone, loose	Ton	3	6	0	2	
in Casks, Cases, or Baskets	Ton	3	3	0	3	Ton in Casks.
				0	1	Case about 2 Cwt.
				0	0½	Box or Basket about 1 Cwt.
				0	0¼	Do. 56 lbs.
Filling and weighing, 2*s.* per Ton.						
Bristles	Ton	7	0	0	6	
Bronze	Case	1	6	0	2	
	Box	1	0	0	1	
Bugles	Ton	5	0	0	9	
Bullion	Cask or Case	1	6	—		
	small Package	1	0	—		
	Package not exceeding 5*l.* Value	0	6	—		

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Burr Stones - - -	each	0	1½	0	9	100.
Butter, Foreign —						
Friesland or Holstein - {	¼ Cask	0	3	4	0	100.
	⅛ Cask	0	3	2	0	100.
Emden or Holland - -	Firkin	0	3	2	0	100.
Irish - -	Score Firkins	3	0	2	0	100.
Re-weighing (if required.)		*s.*	*d.*			
Foreign - - {	Cask	0	1			
	Firkin	0	0¾			
Irish - - -	Firkin	0	1			
Cables—						
Chain - - - -	Ton	5	0	0	3	
Hempen - - -	Ton	10	0	0	4	
Coir - - -	Ton	12	6	0	5	
Calf Skins. *See* Skins.						
Calicoes - - -	Bale	1	3	0	1½	
Cambric - - -	Package	2	6	0	4	
Camels Hair - - -	Cwt.	0	10½	0	2	Bale or Case.
Camphor - - -	Cwt.	0	6	0	10	Ton.
Canella Alba - - -	Cwt.	0	6	0	0¾	
Canes—						
Common Rattan - -	1,000	1	6	0	1½	
Split Rattans - -	Cwt.	0	6	0	10	Ton.
Ground - - -	1,000	3	0	0	1½	
Reed, 25 in a Bundle -	100 Bds.	6	3	1	6	
60 —	100 Do.	12	6	3	0	
Bamboo, Jumbo, Wanghees - - - -	1,000	5	0	0	2	
Malacca - - -	1,000	5	0	0	0½	100.
Canthárides - - -	Cwt.	1	0	0	6	Case or Cask of 8 Cwt. and upwards.
				0	4	Ditto, 4 Cwt. and under 8 Cwt.
				0	3	Ditto, under 4 Cwt.
Caoutchouc. *See* India Rubber.						
Capers - - - -	Cwt.	0	3	0	6	Butt.
				0	4	Puncheon.
				0	3	Hogshead.
				0	1	Barrel.
Cards—						
Playing - - -	Case	1	6	0	2	Chest.
Small - - -	Do.	1	0	0	1	
Cardamoms - - -	Cwt.	0	6	0	1½	Chest.
				1	3	Ton in Bags.
Carpets—						
70 Square Yards and upwards -	Bale	2	0	0	4	
under 70 Square Yards -	Ballot	1	4½	0	2	
Carraway Seed - - -	Ton	5	0	0	5	
Cashew Nuts - - -	Cwt.	0	6	0	0½	
Casks, landed empty, or Cask Cases if not delivered within 6 Days,—						
Butt, Pipe, or Puncheon - -		0	8	0	1	
Smaller Cask or Case - -		0	4	0	0½	
If taken away within 6 Days, Half the above Charge.						
Wine or Spirits, small Ullages	each	1	0	0	1	
Cassia Lignea - -	Cwt.	0	6	1	0	Ton.
Cassia Buds - - -	Cwt.	0	6	5	0	100 Bags.
				1	0	Ton in Chests.
Cassia Fistula - - -	Cwt.	0	6	0	0¾	

Watching on the Quays after the Expiration of Three working Days, per Night, on any Number of Casks or Firkins —

	s.	*d.*
Not exceeding 25 - -	0	6
26 and not exceeding 50 -	0	9
51 — 75 -	1	0
76 — 100 -	1	6

On any Number above 100 in like Proportion; and see further under the Head of Provisions.

Description of Goods.		Landing Rate.	Rate of Rent per Week.	
	per	*s.* *d.*	*s.* *d.*	
Castor Beans - - -	Cwt.	0 3	0 6	Ton.
Castor Oil. *See* Oil.				
Castorum - -	Keg or small Box	1 0	0 1	
Catlings - -	Case or Chest	1 0	0 2	
Caviare - - - -	Package	0 6	0 1	
Chairs, containing 12 - -	Case	1 6	0 3	
— 6 - -	Case	1 0	0 2	
single - - -	each	0 3	0 0¼	
Chaises or Carriages —				
with Four Wheels - -	each	10 6	1 6	
with Two Wheels - -	each	7 6	1 0	
Chalk, French - - -	Ton	5 0	0 6	
Charcoal, Animal - -	Ton	3 6	0 3	
Chassum - - -	Bale	1 6	0 1	
Cheese, Foreign - - -	Ton	4 0	1 0	Rent to commence after One Week from the Day of landing.
in Tubs or Cases -	Cwt.	0 6	0 1	Tub or Case.
			1 6	100 small Do.
Chekang - - - -	Cwt.	1 0	1 3	Ton.
Chestnuts - - -	Bushel	0 2¼	4 0	100 Sacks.
			2 0	100 Bags.
			0 0½	Barrel.
Chicoree —				
under 1 Cwt. 2 Qrs. -	Case or Cask	0 6	0 0½	
1 Cwt. 2 Qrs. & under 3 Cwt.	Do.	0 9		
3 Cwt. and under 5 Cwt.	Do.	1 0	0 1	
5 Cwt. and above Do. -	Do.	1 6	0 2	
Chillies - - - -	Cwt.	0 6	0 7	Ton.
China Root - - -	Cwt.	0 6	0 0½	
Chinaware - - - -	Case	1 6	0 3	
	small Case	1 0	0 2	
	Box	1 0	0 1	
Chiranga Root - - -	Cwt.	1 0	1 3	Ton.
Chirayita - - -	Cwt.	0 8¼	0 3	Cask or Case.
Chocolate - - - -	Box	0 9	0 2	
Cigars —				
500 lbs. to 660 lbs. -	Chests	8 0		
		10 0		
400 and not less than 300 -	—	4 0		
		5 0		
under 300 and above 200	—	2 9		
		3 9		
not exceeding 200 and above 100	—	2 3		
		3 0		
Cinnabar - - - -	Cwt.	2 4½	0 10	Ton.
Cinnamon - - - -	Cwt.	1 8¼	0 1	Cwt.
Citron in Salt - - -	Pipe	1 6	0 4	
	Hogshead	1 0	0 3	
(Cooper's Attendance in addition.)				
Preserved. *See* Succades.				
Clay Figures - -	Case	1 6	0 2½	
	middling Case	1 0	0 1	
	small Case	0 9	0 1	
Clocks, wooden - - -	Chest	2 0	0 2	
French, containing 2 - -	Case	2 6	0 2	
Ditto 1 - -	Case	1 6	0 1	
Cloth, Woollen -	Case or large Bale	2 0	0 3	
	ordinary Do.	1 6	0 2	
	from 8 to 12 Pieces			
	small Do. under 8 Ditto	1 0	0 1½	
Cloves - - - -	Cwt.	0 8¼	0 1	

Rent.	500 lbs. to 660 lbs.	400 lbs. and not less than 300.	Under 300 lbs. & above 200.	Not exceeding 200 lbs. & above 100.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
1st Year -	5 0	2 6	2 6	2 6
2d Do. -	6 0	3 0	3 0	3 0
3d Do. -	7 0	3 6	3 6	3 6
4th and 5th	8 0	4 0	4 0	4 0

Including examining or sampling:
One Side.
Both Sides.
One Side.
Both Sides.
One Side.
Both Sides.
One Side.
Both Sides.

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	s.	d.	s.	d.	
Clover and Lucern Seed—						
in Bags	Ton	3	9	0	3½	
in Casks	Ton	4	6			
Coaches. *See* Chaises or Carriages.						
Cobalt	Ton	5	0	0	5	
Cochineal	Cwt.	0	9	0	1½	
Cocoa Nuts	100	1	6	0	3	
Cocoa	Cwt.	0	6	0	6	
Cocque de Perle	Chest	1	0	0	2	Ton.
Coculus Indicus	Cwt.	0	6	0	0½	
Cod Fish. *See* Fish.						
Codilla of Hemp or Flax	Ton	6	0	0	6	
If sold from Landing Scale—						
to Importer	Ton	5	0			
to Buyer	Ton	1	0			
Coffee—						
Foreign, in Bags	Cwt.	0	6	0	6	Per Ton.
other than Foreign	Cwt.	0	6	0	6	Ton.
Coir, unwrought, press-packed	Ton	3	0	0	4	
Rope, under 6 In. Girth	Ton	6	3			
Yarn	Ton	5	0			
Cables. *See* Cables.						
Coloquintida	Cwt.	0	10½	0	3	Case or Cask, 3 Cwt. and upwards.
				0	2	Ditto, 1 Cwt. and under 3 Cwt.
				0	1	Ditto, under 1 Cwt.
Colours, Painters—						
9 Cwt. and above	Cask	2	6	0	2	
6 and under 9 Cwt.	Cask	2	0	0	2	
3 - - - 6 —	Cask	1	6	0	1½	
1 - - - 3 —	Cask	1	0	0	1	
under 1 Cwt.	Cask	0	6	0	0½	
Colombo Root	Cwt.	0	6	0	0½	
Copper—						
Ore Nails	Ton	5	0	0	2	
Wharfage and Shipping Copper Slabs (when piled on the Quay), 3*s.* 4*d.* per Ton.						
Copperas	Ton	5	0	0	6	
Coquilla Nuts	1,000	1	3	0	1	
Coral—						
Fragments	Cwt.	0	7½	0	3	Case or Cask.
Beads	Case or Chest	1	6	0	2	
	Box	1	0	0	1	
Cordage, Hempen—						
under 6 Inches	Ton	5	0	0	4	
old. *See* Rags *and* Old Rope *and* Junk.						
Cordials. *See* Wines and Spirits.						
Coriander Seed	Ton	5	0	0	5	
Cork	Ton	6	0	1	0	
Corks, manufactured	Cwt.	2	0	0	2	Hhd.
				0	1	Bag, 1 Cwt.
				0	0½	Ditto, 56 lbs.
Cornelians and Beads	Chest or Box	1	6	0	2	Chest.
				0	1	Box.
Corn; viz.—						
Wheat, Barley, Peas, Horse or Pigeon Beans, Tares, Rye, Linseed, and other heavy Grain	Quarter	0	9	4	9	100 Quarters Risk from Fire for Account of the Proprietors.

Description of Goods.		Landing Rate.	Rate of Rent per Week.	
	per	*s.* *d.*	*s.* *d.*	
Corn — *continued.*				
Oats and light Grain - -	Quarter	0 8	3 10	100 Quarters' Risk from Fire for Account of the Proprietors.
Corn and Grain delivered overside, worked out by the Company, 3*d.* per Quarter.				
Corpse - - -	each	15 0	—	
Cortex Winteranus - -	Cwt.	0 6	0 $0\frac{3}{4}$	
Cotton Goods - -	Bale	1 6	0 2	
	Box or Case	1 0	0 $1\frac{1}{2}$	
	Trunk	0 9	0 1	
Cotton Wool —				
press-packed (as East India) -	Cwt.	0 3	0 5	Ton.
not press-packed -	Cwt.	0 $4\frac{1}{2}$	0 6	Ton.
Cotton Yarn or Thread - -	Cwt.	0 $5\frac{1}{4}$	0 1	Bale.
			0 $0\frac{1}{2}$	Ballot.
Cowhage - - -	Cwt.	0 6	0 $0\frac{1}{2}$	
Cowries - - -	Ton	5 0	0 3	
Cows - - - -	each	10 0	—	
Cranberries - - -	Hhd.	1 0	0 $1\frac{1}{2}$	
	Barrel	0 9	0 1	
	Keg	0 6		
Cream of Tartar - -	Ton	5 0	0 6	Ton.
Crystal Beads - - -	Package	1 6	0 2	
Rough - - -	Ton	5 0	0 7	
Cubebs - - -	Cwt.	0 6	0 $0\frac{3}{4}$	
Cubic Nitre. *See* Saltpetre.				
Cummin Seed - - -	Cwt.	0 6	0 5	Ton.
Curiosities. *See* Presents.				
Currants —				
23 Cwt. and upwards - -	Butt	4 6	0 6	
15 and under 23 Cwt. -	Butt	3 0	0 4	
9 - - - 15 — - -	Pipe	2 3	0 3	
5 - - - 9 — - -	Carotel	1 6	0 2	
2 Cwt. 2 Qrs. and under 5 -	Barrel	0 9	0 $0\frac{3}{4}$	
under 2 Cwt. 2 Qrs. -	$\frac{1}{2}$ Barrel	0 6	0 $0\frac{1}{2}$	
Dates —				
3 Cwt. and upwards -	Cask or Case	1 6	0 $1\frac{1}{2}$	
2 Cwt. and under 3 Cwt.	—	1 0	0 1	
1 Cwt and under 2 Cwt.	—	0 9	0 $0\frac{3}{4}$	
under 1 Cwt. - -	—	0 6	0 $0\frac{1}{2}$	
Deer - - - -	each	5 0	—	
Dragons Blood - -	Cwt.	0 6	0 $0\frac{1}{2}$	
Dripstones - - -	each	0 9	0 $0\frac{1}{2}$	
Drugs, not otherwise enumerated	Cwt.	0 9	1 3	Ton.
Dye Flower - - -	Ton	5 0	0 6	
Earth, Fullers - - -	Ton	3 9	0 4	
Eau-de-Cologne —				
450 Bottles and above -	Case	1 6	0 4	
200 and under 450 Bottles -	Case	1 0	0 2	
under 200 Bottles - -	Case	0 6	0 1	
Eggs - - - -	Box	0 6	0 1	
Elephants Teeth. *See* Ivory.				
Emery Stone. *See* Stone.				
Essences, 1 Cwt. and above -	Case	2 0	0 4	
under 1 Cwt. -	Case	1 6	0 2	
Extract from Oak Bark - -	Cwt.	0 3	0 $1\frac{1}{2}$	Cask above 4 Cwt.
			0 1	Do. 4 Cwt. and under.
Rhatania or Jesuits Bark -	Cwt.	0 9	0 1	
Fans - - -	Case or Box	1 0	0 $1\frac{1}{2}$	Case.
			0 1	Box.

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Feathers —						
Bed	Cwt.	0	10½	0	3	Bale, 3 to 5 Cwt.
				0	2	Ditto from Ireland.
				0	2	Bag, 2 Cwt. and under 3 Cwt.
				0	1½	Do. 1½ Cwt. and under 2 Cwt.
				0	1	Small Bale.
Ostrich	Package	1	6	0	2	
Vulture, above 2 Cwt.	Bale or Cask	2	6	0	3	
not exceeding 2 Cwt.	—	1	6	0	2	
small Bag, not above 56 lbs.		0	6	0	0½	
Figs —						
3 Qrs. to 1¼ Cwt.	Chest	0	3	2	0	100.
about 56 lbs.	½ Chest	0	3	1	3	100.
¼ Chest or Drums, about 28 lbs.	Score	2	6	1	5	Ton.
½, ¼, or ⅛ Drums or Tapnets	Score	1	6			
Fish —						
Cod, dried	Ton	4	6	0	4	
Herrings or Mackerel	Tierce	1	0	3	0	100.
	Barrel	0	6	1	6	100.
Stock or Sturgeon	1,000	6	0	0	4	1,000 Stock.
				1	0	100 Kegs Sturgeon.
				2	6	100 Barrels.
not otherwise described	Tierce	1	0	5	0	100.
	Barrel	0	6	2	6	100.
	Box	0	3	1	6	100.
Roes	Barrel	0	9	3	0	100.
Salmon	Tierce	0	6	5	0	100.
	Kitt	0	1½	1	6	100.
Flax	Ton	5	0	0	5	
If sold from Landing Scale —						
to Importer	Ton	3	6	—		
to Buyer	Ton	1	6	—		
Flour	Ton	4	9	0	2¼	
Weighing on Delivery (if required)		*s.*	*d.*			
Barrel or Chest		0	1			
½ Barrel or ½ Chest		0	0¾			
Flowers, Artificial	per Case	1	0	0	1	
	Box	0	9	0	0½	
Forest Seeds, Nuts, and Acorns	Barrel	0	9	0	1	
Frankincense	Cwt.	0	8¼	0	10	Ton.
Fruit. *See the different Species of Fruit.*						
Furniture	very large Package	4	6	0	4	
	ordinary Package	3	0	0	3	
	middling Package	2	0	0	2	
	intermediate Package	1	0	0	1½	
	small Package	0	6	0	1	
Furs. *See* Skins.						
Galangal	Cwt.	0	6	0	0½	
Galbanum	Cwt.	0	6	0	0½	
Galls	Cwt.	0	3¾	0	10	Ton.
Gamboge	Cwt.	0	6	0	0½	
Gentian Root	Cwt.	0	3	0	10	Ton.
Ginger	Cwt.	0	6	0	6	Ton.
Ginseng Root	Cwt.	0	6	0	1	Barrel.
Glass	Cask or Chest	1	6	0	3	
	Case or Box	1	0	0	2	Case.
				0	1	Box.

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
		s.	*d.*	*s.*	*d.*	
Glass — *continued.*	per					
Utensils, $2\frac{1}{2}$ Cwt. and upwards	Cask or Case	2	0	0	3	
1 Cwt. and under $2\frac{1}{2}$ Cwt.	Do. Do.	1	6	0	2	
under 1 Cwt.	Do. Do.	1	0	0	1	
Glue	Ton	5	0	0	4	
Goats Hair or Beard. *See* Wool.						
Grain. *See* Corn.						
Granilla	Cwt.	0	9	0	2	Barrel or Bag.
Grapes	per Box	0	6	5	0	100.
	Jar	0	3	2	6	100.
Grass, Brazilian	Cwt.	0	$4\frac{1}{2}$	0	6	Ton.
Grease	Ton	5	0	0	3	
Greaves	Ton	4	6	0	3	
Guinea Grains	Cwt.	0	6	0	10	Ton.
Gum (not otherwise described) —						
loose or in Hogsheads	Ton	5	0	0	4	Ton.
in Serons or Bags	Ton	4	6			
in Casks or Chests from Africa	Ton	4	6			
in Cases, Barrels, or Chests	Cwt.	0	6	0	$1\frac{1}{2}$	Case or Chest.
				0	$0\frac{1}{2}$	Barrel.
Cake. *See* Lac Lake.						
Lac. *See* Lac Dye.						
Mastic. *See* Mastic.						
Spice. *See* Seed Lac.						
Guns	Ton	3	6	0	2	No Rent if taken away in 7 Days.
If discharged from Vessel into Craft or Craft into Vessel, 3*s.* 6*d.* per Ton.						
Hair —						
Horse, Ox, or Cow	Cwt.	0	6	0	2	Bale, 5 Cwt. and upwards.
				0	$1\frac{1}{2}$	Do. 3 Cwt. and under 5 Cwt.
				0	1	Bale, Case, or Box under 3 Cwt.
				0	$0\frac{1}{2}$	Loose, per Cwt.
Human	Cwt.	1	0	0	2	Bale.
Pigs	Cwt.	0	$4\frac{1}{2}$	0	1	Bale, 2 to 4 Cwt.
				0	$0\frac{1}{2}$	Bale, under 2 Cwt.
Hams	Hhd.	2	0	0	3	
	Tierce	1	6	0	1	
	Barrel or Basket	0	6	0	1	
	Case	0	9	0	1	
	small Case	0	6	0	$0\frac{1}{2}$	
	loose, 100	6	3	2	1	
And further, *see* Provisions.						
Hartall	Ton	5	0	0	4	
Hats —						
Leghorn	10 Doz.	0	6	0	1	10 Dozen.
				0	2	Middling Case or Package.
				0	4	Large — —
Chip	Tub of 80 Doz.	1	6	0	2	
Beaver or Silk	large Case	1	6	0	3	
	middling Case	1	0	0	2	
	small Case	0	6	0	1	
Linings	small Case	1	0	0	1	
Hemp	Ton	4	6	0	5	
If sold from Landing Scale —						
to Importer	Ton	3	6	0	5	
to Buyer	Ton	1	0			
press-packed	Ton	4	0	0	4	

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	s.	d.	s.	d.	
Hellebore Root - - -	Cwt.	0	6	0	10	Ton.
Herrings. *See* Fish.						
Hides —						
Horse - - - -	Bale or Chest	2	8¼	0	3	Containing 150 or under, larger Bale in proportion.
loose - - -	each	0	0¾	0	6	
from Hambro', dry -	100	7	6	0	8	
	Bundles of 2 Hides	0	3	0	10	
Horse, Ox, Cow, or Buffalo, wet-salted - - -	each	0	1½	0	10	100 Hides.
Ox, Cow, or Buffalo, with short Horns - -	each	0	2	2	0	
other Hides (not enumerated)—						
dry or dry-salted, averaging more than 22 lbs. -	each	0	1½	0	10	100.
Do. averaging 12 lbs. and not exceeding 22 lbs. -	100	9	0	0	10	100.
Do. 7 lbs. and under 12 lbs. - - -	100	6	3	0	6	100.
Do. under 7 lbs. - -	100	4	2	0	6	100.
in Bales, under 4 Cwt. -	Bale	1	3	0	1	
4 Cwt. and under 6 - -	Bale	1	6	0	2	
6 Cwt. and under 10 - -	Bale	3	0	0	3	
10 — and upwards -	Bale	4	0	0	4	
Losh - - - - -	Bale or Chest	2	0	0	3	
Hide Cuttings —						
in Bales - - - -	Ton	3	6	0	6	
loose - - - -	Ton	5	0	0	10	
Hones - - - - - -	Cwt.	0	3	0	1	Cask, 3 to 5 Cwt.
Honey - - - -	Cwt.	0	6	0	1	Barrel.
				0	0½	Keg or Jar.
Hoofs - - - -	Cwt.	0	6	0	5	Ton.
Hops - - - - -	Cwt.	0	4½	0	2	Bag.
				0	1	Pocket.
Horns and Horn Tips or Plates—						
Ox, Cow, or Buffalo,						
loose - - - -	Cwt.*	0	10½	0	10	Ton, Horns.
in Packages - - -	Cwt.	0	6			Ton, Tips or Plates.
* Including counting at landing.						
Hart, Stag, or Deer - -	100 Pair	3	0	0	3	
in Bales, under 2 Cwt. -	Bale	1	0	0	1	
2 Cwt. and above -	Bale	1	6	0	1½	
from East Indies - -	Cwt.*	0	10½	0	0¾	
* Including counting at landing.						
Horses - - - -	each	12	6	—		
Jalap - - - - -	Cwt.	0	10½	0	1	Bale, about 3 Cwt
				0	0¾	— about 1½ Cwt.
Iceland Moss. *See* Moss						
Indigo —						
Not East India - - -	Cwt.	0	9	0	1	If in Serons.
East India in Chests - -	Chest	3	0	0	1½	
Manilla or other Sorts, no Portion of the Mark or Parcel of which requires raising - - -	Chest	14	8	0	1½	
Shipping Charge, 1*s.* per Chest.						

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
India Rubber —						
7 Cwt. and upwards	Case or Cask	3	0	0	4	
5 Cwt. and under 7 Cwt.	Ditto	2	6	0	3	
3 Cwt. and under 5 —	Ditto	2	0	0	2	
2 Cwt. and under 3 Cwt.	Case, Barrel, or Bag	1	6	0	1½	
1 Cwt. and under 2 Cwt.	—	1	0	0	1	
under 1 Cwt.	—	0	6	0	0½	
about 2 Cwt.	Basket	1	0	0	1	
loose	Cwt.	1	0	0	1	In Bottle.
				0	0¾	Solid.
Inkle	Cwt.	1	0	0	1½	Case.
				0	1	Box or Keg.
Ipecacuanha	Cwt.	0	10½	0	10	Ton.
Iron —						
in Bars, Rods, or Pigs	Ton	3	4	0	1	No Rent will be charged if shipped from the Quay within One Week from the final weighing.
If landed for Transit, and not weighed	Ton	2	6			
Weighing per Ton, 10*d.*, When shipped from Landing Scale, including Delivery	Ton	4	2	—		
Ore	Ton	3	0	0	2	
Old	Ton	3	4	0	2	
Steam Engines, Boilers, Cylinders, and other heavy Machinery	Ton	7	6	0	1	
Do. discharged from Vessel and deposited in Craft, or from Craft into Vessels, without landing	Ton	6	0	—		
Isinglass	Cwt.	0	10½	0	10	Ton.
Ivory	Cwt.	0	10½	0	1	
Jumbo Canes	1,000	5	0	0	2	
Junk or old Rope	Ton	3	6	0	3	
Jute, pressed packed	Ton	4	0	0	4	
Kelp	Ton	3	6	0	2	
Filling and weighing, 2*s.* per Ton on Delivery.						
Knives	Package	1	6	0	2	Case.
				0	1	Barrel.
				0	0½	Box.
Lac Dye and Lac Lake	per Chest	1	0	0	1	
Lace	Case or Box	2	6	0	6	
Lacquered Ware	Chest	1	6	0	2	
	Box	1	0	0	1	
Lard	Bladder	0	0¾	0	6	100 Bladders.
Lavender Flowers	Cwt.	0	6	0	0½	
Lead	Ton	2	6	0	1	
Old and Ore	Ton	3	0	0	2	
Black	Ton	3	9	0	4	
White	Ton	5	0	0	4	
Leather —						
Foreign (tanned)	Bale	1	6	0	2	
	demi Bale	1	0	0	1½	
	loose, Ton	5	0	0	9	

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
				s.	*d.*	
Leather — *cont.*	per	*s.*	*d.*			
Irish (tanned) —						
under 1 Cwt. - -	Bale	0	9	0	$0\frac{3}{4}$	
1 Cwt. and under 2 - -	Ditto	1	0	0	1	
2 Cwt. and under 4 - -	Ditto	1	6	0	$1\frac{1}{2}$	
	small or middling Crate	2	0	0	$1\frac{1}{2}$	
	large Crate	2	6	0	2	
Leeches - - - -	Package	1	6	0	1	
Limes - - -	Barrel	0	$8\frac{1}{4}$	0	1	
Lime Juice - - -	100 Gallons	2	1	0	5	Puncheon.
				0	3	Hogshead.
				0	2	Barrel.
Laying up to gauge, and Cooper's Attendance at Landing and Delivery, form a separate Charge.						
Linen —						
Sample Box when not accompanied by original Package -	each	0	6	0	1	
German - - -	Bale	2	3	0	4	
	Half Bale	1	3	0	2	
	Quarter Bale	0	$8\frac{1}{4}$	0	1	
German — loose or in Bags -	Roll	0	$1\frac{1}{2}$	1	0	100.
	Chest	2	6	0	4	
	Half Chest	1	3	0	2	
	Quarter Chest	0	$8\frac{1}{4}$	0	1	
Russia - - -	Bale	1	$2\frac{1}{4}$	0	2	
Boarded - - -	Bale or $\frac{1}{2}$ Bale containing 10 Pieces -	0	9	0	1	
	Quarter Bale	0	$7\frac{1}{2}$	0	1	
Crash - - -	Bale	1	$2\frac{1}{4}$	0	3	
	Half Bale	0	9	0	2	
	Quarter Bale	0	$7\frac{1}{2}$	0	1	
Sail Cloth - - -	Bolt or Roll	0	$1\frac{1}{2}$	1	0	100.
in Mats containing 2 Pieces - -	each	0	3	2	0	100.
Irish - - -	Case or Bale	1	6	0	3	
	Box or Bundle	0	9	0	2	
Linen Yarn. *See* Yarn.						
Linseed. *See* Corn.						
Linseed Cakes - - -	Ton	3	6	0	3	
Liquorice - - - -	Ton	6	3	0	1	Case or Barrel.
Root, loose - - -	Ton	10	0	1	0	
in Bales - - -	Ton	10	0	0	1	Bale under 2 Cwt.
Macaroni. *See* Vermicelli.						
Mace - - - -	Cwt.	1	0	0	$1\frac{1}{2}$	Chest.
				0	1	Cask about 1 Cwt.
Madder - - -	Ton	3	$4\frac{1}{2}$	0	6	
				0	2	Bale, 5 Cwt. and upwards.
Roots - - - -	Cwt.	0	$4\frac{1}{2}$	0	$1\frac{1}{2}$	Do. $3\frac{1}{2}$ Cwt. to 5 Cwt.
				0	1	Do. under $3\frac{1}{2}$ Cwt.
Maiden Hair - - -	Bale	1	0	0	2	
Manganese Ore - - -	Ton	3	6	0	3	
Filling and weighing on Delivery, 2*s.* per Ton.						
Manna - - -	Cwt.	0	$10\frac{1}{2}$	0	1	Chest or Cask.
Marbles - - - -	Ton	5	0	0	4	

Description of Goods.		Landing Rate.	Rate of Rent per Week,	
	per	s. d.	s. d.	
Marble—				
Baths	each	6 0	0 6	
Mortar	Ton	5 0	0 6	
rough in Cases	Cwt.	0 6	0 2	Case.
Sculptured Works of Art and Slabs according to Size and Value		- -	0 3	Case.
			0 2	Small Case.
Blocks—				
4 Tons and under	Ton	6 0	0 3	- -
above 4 Tons and not exceeding 10 Tons	Ton	10 0	0 3	- -
above 10 Tons	Ton	20 0	0 3	- -
Mastic Gum	Cwt.	0 6	0 1	Case or Chest about 3 Cwt.
Matchets	Bale	0 6	0 $0\frac{1}{2}$	
Mats—				
Bass	100	1 $8\frac{1}{4}$	0 6	100 Bundles.
Indian	Chest	1 0	0 2	
Ditto	Box	0 9	0 1	
Mats or Bags from Corn Vessels	Bundle of 10	0 2	0 6	100 Bundles.
Delivery by Land, $0\frac{1}{2}d.$, Do. by Water, $1d.$				
Melons	Basket	0 8	0 1	
Meal, including Delivery Weighing for Delivery, $1d.$ per Sack or Barrel.	Ton	4 9	0 $2\frac{1}{4}$	Ton, if not cleared within 14 Days from breaking Bulk.
Melting Pots	Cask	4 0	0 4	
Minerals (Specimens)	Case	1 0	0 2	
Mohair Yarn	Cwt.	0 $7\frac{1}{2}$	0 1	Bale.
			0 $2\frac{1}{2}$	Puncheon.
Molasses	Cwt.	0 3	0 $1\frac{1}{2}$	Hogshead or Tierce.
			0 $0\frac{3}{4}$	Barrel or Keg.
Money. *See* Bullion.				
Moss, Rock or Iceland	Ton	7 6	0 9	
Mother o' Pearl Shells	Ton	7 6	0 4	
Ware	Chests	1 6	0 2	
Ditto	Box	1 0	0 1	
Mules	each	3 0	—	
Munjeet in Bales	Cwt.	0 6	0 $0\frac{1}{2}$	
in Bundles	Cwt.	0 9	0 $0\frac{3}{4}$	
Musk in Chests	Chest	1 6	0 2	
Boxes	Box	1 0	0 1	
Muslins	Bale	1 3	0 $1\frac{1}{2}$	
Myrabolans	Cwt.	0 $4\frac{1}{2}$	0 $0\frac{1}{4}$	
Myrrh	Cwt.	0 6	0 $0\frac{1}{2}$	
Musical Instruments	Case	3 0	0 3	
	Box	1 6	0 2	
Nails	Cwt.	0 3	0 $0\frac{1}{2}$	Barrel or Bag.
Ninari	Cwt.	1 0	0 $0\frac{3}{4}$	Seron, above 1 Cwt.
			0 $0\frac{1}{2}$	Seron, 1 Cwt. or under.
Nankeen	Chest	1 3	0 1	
Natron	Ton	3 6	0 3	
Filling and weighing, $2s.$ per Ton on Delivery.				
Nickel	Ton	7 6	0 8	
Nutmegs	Cwt.	0 6	0 10	Ton.
Nuts—				
Pistachio	Cwt.	0 6	1 3	Ton.
other European	Bushel	0 $2\frac{1}{4}$	4 0	100 Sacks.
			1 0	100 Bushels, loose.
	Bag	0 $4\frac{1}{2}$	2 0	100 Bags.
	Barrel	0 $4\frac{1}{2}$	0 1	Barrel.

Delivered into undecked Craft per Ton of 25 Palms, or 12 Cubic Feet.		Wharfage and Shipping.	
3	0	4	6
5	0	7	6
10	0	15	0

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
				s.	*d.*	
Nuts — *cont.*	per					
Castania	Bushel	0	$2\frac{1}{4}$	1	0	100 Bushels.
Palm	Cwt.	0	$4\frac{1}{2}$	0	10	Ton.
Nux Vomica	Cwt.	0	$4\frac{1}{2}$	0	$0\frac{1}{4}$	
Oakum	Ton	5	0	0	4	
Oatmeal. *See* Meal.						
Ochre	Ton	3	9	0	4	
Oil—						
Bay	Cask	1	0	0	1	
				0	3	Puncheon or Hhd.
				0	2	Tierce.
				0	$1\frac{1}{2}$	Barrel, 2 Cwt. and upwards.
Castor	Cwt.	0	6	0	1	Do. under 2 Cwt.
				0	$0\frac{1}{2}$	Case of 12 Bottles.
				0	3	Case of 6 Dozen Bottles.
				1	3	Ton in Jars or Duppers.
Chemical, 1 Cwt. and above	Package	2	0	0	4	Large Case.
under 1 Cwt.	Package	1	6	0	2	Small Do.
Rhodium	Ditto	1	6	0	3	
Olive, large Jars	Cwt.	0	6	0	6	Each.
common Jars	Cwt.	0	$8\frac{1}{4}$	0	3	Do.
Half Jars	Cwt.	0	$8\frac{1}{4}$	0	2	Do.
				0	$0\frac{1}{2}$	Gallon Jar.
Case containing 30 Quart Bottles	Case	1	0	0	$3\frac{1}{2}$	Score Cases.
Sallad	$\frac{1}{2}$ Chest of Thirty Flasks	0	6	0	$2\frac{1}{2}$	Score $\frac{1}{2}$ Chests.
Palm or Cocoa Nut, in Casks not above 30 Cwt.	Ton	3	9	0	4	
Casks above 30 Cwt.	Do.	4	6			
Seed	Tun	6	0	0	6	Tun.
Cake	Ton	3	6	0	3	
Old Rope. *See* Junk.						
Olives—						
about 12 Galls.	$\frac{1}{2}$ Barrel	0	4	0	1	
6 Galls.	$\frac{1}{4}$ Do.	0	3	0	$0\frac{1}{2}$	
$2\frac{3}{4}$ Galls.	Keg	0	$2\frac{1}{4}$	0	$0\frac{1}{4}$	
about 5 Qts. sm. Keg	Score	1	6	0	2	
3 Pint Jars	Score	0	9	0	1	
				0	3	Tierce.
in large Packages	Gall.	0	$0\frac{1}{4}$	0	2	Barrel, 30 Gallons.
				0	1	$\frac{1}{2}$ Barrel.
Olibanum. *See* Gum.						
Onions	Bushel	0	6	0	1	Basket or Barrel.
Opium	Cwt.	0	$10\frac{1}{2}$	0	$1\frac{1}{2}$	Chest under 3 Cwt.
	Chest	0	$7\frac{1}{2}$	0	1	
Oranges and Lemons	Box	0	$5\frac{1}{4}$	0	$0\frac{1}{2}$	
	Case	1	0	0	$1\frac{1}{2}$	
				0	3	Hhd.
Buds	Cwt.	0	$4\frac{1}{2}$	0	2	Tierce.
Peel	Cwt.	0	6	1	3	Ton.
Trees — large Packages		2	6	0	4	
Trees — small Ditto		1	6	0	2	
Flowers in Pickle, about 10 Gallons	Casks	0	6	0	$0\frac{1}{2}$	
Flower Water	Case	1	6	0	1	
Orchella Weed	Cwt.	0	$5\frac{1}{4}$	0	10	Ton.
				0	2	Hhd.
Extract of	Cwt.	0	6	0	$1\frac{1}{2}$	Tierce.
				0	$0\frac{1}{2}$	Barrel.

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Orpiment	Ton	5	0	0	4	
Orrice Root	Cwt.	0	3	0	3	Hhd.
				0	2	Tierce.
				0	1	Barrel or Seron.
Orsidew	Package	1	6	0	3	Large Case.
				0	2	Small Do.
Ostrich Feathers	Package	1	6	0	2	
Otto of Roses	Package	2	6	0	4	
	middling Package	1	6			
	small Package	1	0			
Oxen	each	10	0	—		
Paddy—						
in Bulk	Quarter	0	10	0	1	
in Bags	Cwt.	0	$2\frac{1}{4}$	0	4	Ton.
Paper	Cwt.	0	6	0	$0\frac{1}{2}$	
Hanging	Case	1	6	0	3	
Rice, under 14 lbs.	Case or Box	0	3	0	$0\frac{1}{2}$	
Pearl Barley	Barrel	0	6	0	$0\frac{1}{2}$	
	Bag or Keg	0	3	0	$0\frac{1}{4}$	
Peas	Tierce or Barrel	0	9	0	1	Each.
	Bag	0	$4\frac{1}{2}$	2	6	100.
Pellitory Root	Cwt.	0	6	0	10	Ton.
Pepper—						
unsifted	Cwt.	0	3	0	6	Ton.
Long or Cayenne	Cwt.	0	6	0	7	Ton.
Pianofortes	each	4	6	0	6	
Piccaba	Cwt.	0	6	0	4	Ton.
Pickles	Dozen Bottles	0	$2\frac{1}{4}$	0	$0\frac{1}{2}$	
in Barrels	Gallon	0	$0\frac{1}{2}$	0	1	Barrel.
large Bottles or Jars—						
under 2 Gallons	Gallon	0	$1\frac{1}{2}$	0	$0\frac{1}{4}$	Bottle or Jar.
2 Gallons and under 5 Gallons	—	0	1	0	$0\frac{1}{2}$	Bottle or Jar.
5 and upwards	Gall.	0	$0\frac{3}{4}$	0	$0\frac{3}{4}$	Bottle or Jar.
Pictures	Bale or Case	4	6	0	6	
	middling Bale or Case	3	0	0	4	
	small Bale or Case	1	6	0	3	
Extra-sized Bales or Cases to be charged according to Dimensions and Contents.						
Piece Goods (not otherwise rated)	Bale	1	3	0	$1\frac{1}{2}$	
Pillboxes	large Vats	4	6	0	6	
	small Do.	3	0	0	4	
Pimento	Cwt.	0	6	0	6	Ton.
Pink Root	Cwt.	0	6	0	2	Bale.
Pipe Bowls (Earthenware)	Case	1	0	0	1	
Pitch (Burgundy)	Cwt.	0	6	0	10	Ton.
Plaster of Paris	Ton	3	0	0	2	
Plums (Portugal) in Boxes	Dozen	0	9	1	0	100.
(French). *See* Prunes.						
Pomegranate Peel	Cwt.	0	6	1	3	Ton.
Porcelaine	Case	1	6	0	3	
	small Case or Box	1	0	0	2	

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	s.	d.	s.	d.	
Pork —						
Middles, 3 Cwt. - -	Tierce	0	8¼	0	1	
Ditto 1 @ 2 Cwt. - - -	Cask	0	6	0	0½	
And see Beef *and* Pork *and also* Provisions.						
Potatoes - - - -	Ton	3	6	0	3	
Potash. *See* Ashes.						
Preserves. *See* Succades.						
Presents. *See* Baggage.						
Prints, Engravings - -	large Case	1	6	0	2	
	middling Case	1	0	0	1	
	small Case	0	6	0	0½	
Prunes or French Plums —						
above 7 Cwt. - -	Hhd. or Punch.	1	6	0	2	
5 Cwt. not exceeding 7 Cwt. -	Barrel	1	0	0	1½	
above 2 Cwt. not exceeding 5 Cwt. - - -	½ Do.	0	9	0	1	
2 and under - - -	¼ Barrel	0	6	0	1½	
about 1 Cwt. - - -	Chest	0	4½	2	0	100.
56 lbs. - - -	½ Chest	0	3	1	3	100.
28 lbs. - - -	¼ Chest	0	1½	1	0	100.
about 1 Cwt., containing Boxes or Cartoons -	Case	0	6	0	1	
Prussiate of Potash - -	Ton	4	6	0	4	
Pumice Stone (loose) - -	Ton	7	6	0	8	Loose.
				0	4	In Bricks.
	in Cask	5	0	0	6	In Casks.
Puree - - - -	Chest	0	6	0	1	
Pyrolignate of Lead - -	Ton	5	0	0	5	
Quicksilver, in Bottles -	Bottle	0	3	0	0¼	
	small Case	0	6	0	0½	
Quills - - -	- - Vat	4	6	0	4	
	- small Vat	3	0			
	- - Case	2	0	0	3	
	Hhd. or Barrel	1	6			
	- - Bale	0	6	0	2	
Quinine, Sulphate of - -	Case	0	9	0	1	
Radix Contrayervæ - -	Cwt.	0	9	0	2	Case.
Radix Senekæ - - -	Cwt.	0	10½	0	10	Ton.
Rags - - - -	Ton	3	0	0	3	
If sold from Landing Scale —						
to the Importer - - -		2	0	—		
to the Buyer - - - -		1	0	—		
Cwt. Cwt.						
Raisins 12 @ 20 - - -	Butt	3	0	0	4	
9 @ 12 - -	Pipe	2	3	0	3	
5 @ 9 - - -	Carotel	1	6	0	2	
2½ @ 4½ - -	Barrel	0	9	0	0¾	
1½ @ 2½ - -	½ Barrel	0	6	0	0½	
under 1½ - - -	¼ Barrel	0	3	2	0	
Denia and Valencia -	- - Boxes, Score	2	6	1	3	100.
	½ and ¼ Do. Do.	1	6	1	0	
	Frails or Baskets Do.	1	8	1	0	
	½ and ¼ Frails or Baskets Do.	1	0	1	0	
Malaga - -	- - Boxes Do.	2	0	1	0	
	½ and ¼ Boxes Do.	1	6	0	10	

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Raisins — *cont.*						
Smyrna - -	- - Drums	Do.	2 6	1	0	100.
	½ and ¼ Do.	Do.	1 6	1	0	
	Cases, 1 Cwt.	Do.	5 0	2	6	
	56 lbs.	Do.	2 6	1	3	
	28 lbs.	Do.	1 6	1	0	
Cape - -	under 3 Cwt.	Cask	0 9	0	0¾	
	3 to 5 —	Cask	1 6	0	2	
	Boxes about 60 lbs.	Score	3 0	0	4	
Rape Cake - - -		Ton	3 6	0	3	
Rhatania Root - - -		Cwt.	0 10½	0	0½	
Extract - - -		Do.	0 9	0	1	
Rhubarb - - - -		Do.	0 10½	0	10	Ton.
Rice - - - -		Do.	0 2¼	0	4	Ton.
Roots —						
Flower - - - -	large Case		1 6	0	1	
	small Do.		1 0			
Sassafras - - -		Cwt.	0 9	0	2	Cask or Case.
Winters - - -		Cwt.	0 9	0	2	Cask or Case.
Rosin - - - -		Ton	2 6	0	6	Ton, loose.
				3	0	100 Barrels.
Rugs - - -	- Bale		1 6	0	3	
	Half Bale		1 0	0	1½	
	small Case		0 6	0	1	
Rushes - - -		Load	1 6	0	3	
for polishing - -		Bundle	0 1½	1	0	100 Bundles.
Rye, Ergot of - - -		Cwt.	0 6	0	0½	
Sac Saturni - - -		Cwt.	0 3	0	3	Chest.
Safflower - - -		Ton	5 0	0	6	
Saffron - - - -		Cwt.	2 0	0	2	Bale or Case.
Sago - - - -		Cwt.	0 6	0	6	Ton.
Sal Ammoniac - - -		Ton	5 0	0	6	
Salmon. *See* Fish.						
Salop - - - -		Package	1 6	0	2	
Saltpetre - - -		Ton	5 0	0	3	
Samples which by Law are exempted from Duty, free.						
Saphora - - -		Package	0 6	0	1	
Sarsaparilla - - -		Cwt.	1 6	0	1	
Sassafras, (*see* Wood, Bark, *or* Root,) - - -		Cwt.	0 9	0	2	Case or Cask.
				0	1	Barrel.
Scaleboards - -		100 Bundles	3 0	0	4	
Scammony - - -		Cwt.	3 0	0	0½	Drum.
Sea Grass. *See* Alva Marina.						
Seeds —						
Agricultural (or not otherwise rated) in Bags - -		Ton	3 9	0	3½	
in Casks - -		Ton	4 6			
Seed Lac - - -		Cwt.	0 9	0	0½	
Senna - - - -		Cwt.	0 6	0	7½	Ton.
Shawls —						
small Box or Bale - -		each	2 0	0	1½	
large Do. - -		Do.	3 0	0	2	
Shaya Root (press-packed) -		Ton	4 0	0	4	
Shell Lac - - -		Cwt.	0 9	0	0½	
Shot - - - -		Ton	3 0	0	1½	
Shurf - - - -		Ton	5 0	0	2	
Silk —						
Raw or Thrown (not East India or China) -		Cwt.	1 0	0	2	Bale, 2 Cwt. and upwards.
				0	1½	Bale, under 2 Cwt.

Description of Goods.			Landing Rate.		Rate of Rent per Week		Shipping Charge.	
		per	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*
Silk — *cont.*								
raw or thrown — *cont.*		Bale of 150lbs. upwards gross	1	6	0	1½	0	6
East India and China		104 and under 150	1	0	0	1½	0	4
		under 104	0	9	0	1½	0	3
Manufactured								
1 Cwt. and upwards		Bale or Case	1	6	0	1½		
under 1 Cwt.		small Bale or Case	1	0				
Waste								
4 Cwt. and upwards		Bale	2	6	0	1		
2 Cwt. and under 4 Cwt.		Bale	2	0	0	1		
1 Cwt. and under 2 Cwt.		Bale	0	9	0	0½		
Silk Ribbons		Case	2	0	0	1		
Silk-worm Gut		Case	1	0	0	1		
Skins —								
Beaver		Pipe	2	0	0	3		
		Pun.	1	6	0	2		
Calf or Kip								
4 Cwt. and upwards		Bale	1	6	0	1½		
2 Cwt. and under 4 Cwt.		Bale	1	0	0	1		
under 2 Cwt.		Bale	0	9	0	0½		
Calf (loose) wet salted		Doz.	0	4½	0	5	120 Skins.	
dry or dry salted		Doz.	0	4	0	4	120 Skins	
Weighing or loading 1*d.* per Doz.								
Kip (loose) wet salted		Doz.	0	9	0	6	120 Skins.	
dry or dry salted		Doz.	0	6	0	5	120 Skins.	
Mogadore (loose) dry salted		Doz.	0	3	0	0½	Doz.	
Russian, about 100 Skins		Bundle	0	9	0	1½		
Cat or Fitch		Cask or Case	1	6	0	3		
Chinchilla		Bale, Cask, or Case	1	6	0	3		
Deer or Elk		Pun. Hhd. or Bale	1	6	0	2		
		Case	1	0	0	1		
		Pack or Bundle	0	9	0	0½		
		loose, 120	3	0	0	4		
Dog Fish		Bale	0	9	0	1		
Furs		large Bale, Case, or Cask	1	6	0	6		
		middling Do.	1	0	0	3		
		small Do.	0	9	0	2		
Goat								
Mogadore or Turkey —								
above 100 Skins		Bale	1	6	0	2	120 Skins.	
above 60 Do. & 100 Do.			0	9				
above 30 Do. & 60 Do.			0	6				
of 30 Do. & under			0	3				
loose		Doz.	0	2	0	3	120 Skins.	
Trieste, about 8 Cwt.		Bale	2	0	0	3		
Hambro', 100 Skins and under		Bale	1	0	0	1		
above 100		Bale	1	6	0	1½		
East India, containing about 400		Bale	2	0	0	3		
Hare or Coney								
about 1,000 Skins		Bale	2	0	0	4		
500 Skins, not exceeding 1,000		Bale	1	6	0	3		
under 500 Skins		Bale	1	0	0	2		
		large Cask	2	0	0	6		
		middling Cask	1	6	0	4		
		small Cask	1	0	0	3		

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Skins — *continued.*						
Kangaroo	Doz.	0	0½	0	2	Bale; 120, loose.
Kid or Lamb	Hhd. Pun. or Bale	1	6	0	3	
	Tierce	1	0	0	2	
	Barrel	0	6	0	1	
	large Bundle	1	0	0	2	
	ordinary Bundle	0	9	0	1	
	small Bundle	0	6	0	1	
	loose Dozen	0	1	0	3	120.
Leopard, Lion, or Tiger	each	0	1½	0	0½	
Nutria	Hhd.	1	6	0	4	
	Barrel	1	0	0	1	
about 150 Doz. Skins	Bale	1	6	0	4	
about 100 Doz. Skins	Bale	1	0	0	3	
— 50 Do.	Bale	0	9	0	2	
Opossum, about 50 Skins	Bundle	0	6	0	1	
Otter, about 100 Skins	Bale or Box	1	0	0	1	
Seal	Pipe	2	0	0	3	
	Puncheon or Hhd.	1	6	0	2	
	Barrel	1	0	0	1	
	loose, 120	1	6	0	3	
South Sea	Wigs 120	1	9	0	6	
	middling 120	1	9	0	4	
	small Pups 120	1	6	0	3	
Greenland or Newfoundland	loose, 120	1	6	0	2	
Quebec or Hudson's Bay	Case, Bale, or Puncheon	1	6	0	3	
	large Bundle	1	0	0	2	
	ordinary Do.	0	9	0	1	
	small Bundle or Keg	0	6			
Sheep or Goat —						
Cape —						
100 Skins	Bale	2	0	0	2	
75 Do.	Bale	1	6	0	1½	
50 Do.	Bale	1	0	0	1	
25 Do.	Bale	0	6	0	0½	
loose, dry or dry-salted	Doz.	0	3	0	3	120.
loose, wet salted	Doz.	0	4½	0	4	120.
India, loose	120	1	0	0	2	
containing 400 Skins	large Bale	2	0	0	3	
Sheep, Hambro'	Bale	1	6	0	2	
Squirrel, about 2,000 Skins	Bale	1	6	0	1½	
— Tails, about 100,000	Bale	2	0	0	2	
Swan, 150 Skins	Bale	1	6	0	2	
100 or under	Bale	1	0	0	1	
Vicunia, loose	120	1	6	0	3	
Slates, in Frames and Pencils, 1 to 2 Cwt.	Case	1	6	0	2	Case.
Slate Pencils	Ton	3	4½	0	3	
Smalts	Ton	5	0	0	5	
Snake Root	Cwt.	0	10½	0	3	Hhd.
				0	2	Tierce or Bale.
				0	1	Barrel or Half Barrel.
Soap	Cwt.	0	6	0	1	Case.

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Soda - - - -	Ton	3	0	0	4	
Soy - - - -	Chest	1	0	0	2	
in Casks - - -	Gallon	0	1	0	5	Pun.
				0	3	Hhd.
				0	2	Kit or Barrel
Spectacles - - -	Case	1	0	0	1	
Spelter - - - -	Ton	3	0	0	1	
	Ton	-	-	0	2	In Casks.
Wharfage and shipping, when piled on Quay, Ton, 2*s.*						
Spetcher. *See* Hide Cuttings.						
Spirits. *See* Wines and Spirits.						
Sponge - - -	Cwt.	0	9	0	3	Cask, large Case, or Bale of 1½ Cwt. or upwards.
				0	2	Cask, Case, or Bale, under 1½ Cwt.
Squills - - - -	Ton	5	0	0	3	
dried, about 4 Cwt. - -	Case	1	6	0	1½	
2 Cwt. - -	Case	1	0	0	1	
in Bags - - -	Cwt.	0	6	0	0½	Bag.
Starch - - - -	Ton	5	0	0	6	
Stavesacre - - -	Cwt.	0	6	0	0½	
Steel - - - -	Ton	4	6	0	2	
Stick Lac - - -	Cwt.	0	9	0	0½	
Sticks, Walking - - -	1,000	5	0	0	2	
Stone —						
Burr - - - -	each	0	1½	0	9	100.
Emery - - - -	Ton	3	6	0	1	
Filling and weighing on Delivery, Ton, 2*s.*						
Lithographic - - -	Ton	5	0	0	6	
Pumice, in Casks - -	Ton	5	0	0	6	
loose - -	Ton	7	6	0	8	loose.
				0	4	in Bricks.
Turkey, or Hones - -	Cwt.	0	3	0	1	Cask, 3 to 5 Cwt.
Straw, manufactured —						
under 1 Cwt. - -	Case	0	8	0	0½	
Do. at 1 Cwt. and under 2 Cwt.	Case	1	0	0	1	
2 Cwt. and under 3 Cwt.	Case	1	6	0	1½	
3 - and under 4 —	Case	1	9	0	2	
4 - and upwards -	Case	2	0			
Straw, unmanufactured —						
1 Cwt. and under 2 Cwts. -	Case	1	0	0	2	
2 - and under 3 — -	Case	1	6	0	3	
3 - and upwards - -	Case	2	0	0	4	
Succades —						
under 28 lbs. -	Package	0	3	0	0¾	Cwt.
28 lbs. and under 1 Cwt. -	Do.	0	6			
1 Cwt. and upwards - -	Do.	0	6			
Sugar —						
in Casks - - -	Cwt.	0	3	0	5	Ton.
Chests, 5 Cwt. or above, or in Baskets - - -	Cwt.	0	3	0	5	Ton.
Chests, Mats, or Bags, under 5 Cwt. - - -	Cwt.	0	3	0	4	Ton.
— Candy - - -	Cwt.	0	4½	0	0½	
Sulphate of Potash - -	Ton	3	0	0	3	
Sulphate of Zinc - -	Ton	5	0	0	5	
Sumach - - -	Ton	3	9	0	2	
Sunn, press-packed - -	Ton	4	0	0	4	

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Sweepwashers Dirt - - -	Package	1	6	0	2	
loose - - - -	Ton	4	6	0	3	
Filling and weighing on Delivery, Ton, 2*s.*						
* Tallow—						
in Casks - - - -	Ton	3	6	0	3	
if sold from Landing Scale— to the Importer - -	Ton	2	4			
to the Buyer - -	Ton	1	2			
in Skins - - - -	Ton	3	9	0	3	
American and Mediterranean, or Cape, in Packages or Blocks under 5 Cwt. -	Ton	5	0	0	6	Ton.
Note.—Three working Days from the last Day of weighing at the Landing Scale will be allowed to clear Tallow from the Quays; no Rent will be charged for that Period if so cleared; when not so cleared Rent will be charged from the Vessel's breaking Bulk.						
Tapes - - - - -	Bale	1	6	0	2	
Tapioca - - - -	Cwt.	0	8¼	0	0½	Barrel.
Tea, per Chest 200 lbs. and upwards gross		1	6	0	1½	
130 and under 200 -		1	3	0	1	
80 and under 130 -		1	0	0	0½	
60 - - 80 -		0	10½	0	0½	
40 - - 60 -		0	9	0	0½	
30 - - 40 -		0	7½	0	0½	
small Box 20 - - 30 -		0	6	0	0¼	
small Box under 20 - -		0	3	0	0¼	
Terra Japonica - - -	Ton	5	0	0	3	
Sienna or Verde - -	Ton	5	0			
Umbra or Pozzolano - -	Ton	3	6			
Pozzolano, weighing on board, Ton, 1*s.*						
Thread - - - - -	Bale	1	6	0	2	
Tin - - - - -	Ton	4	0	0	2	
Weighing on board for Transhipment, Ton, 2*s.* 8*d.*						
Ore - - - -	Do.	5	0	0	4	
Tincal - - - - -	Do.	5	0	0	10	
Tobacco —						
sampling, coopering, and making merchantable at the Landing Scale -	100 lbs. net	0	6	—		
on Delivery for Exportation, including coopering	100 lbs. net	0	2½	—		
if resampled - - - -		0	3	—		
Tongues —						
3 Cwt. - - -	Tierce	0	8¼	0	1	
1 Cwt. and under 2 Cwt. -	Cask	0	6	0	0½	
loose - - - -	Dozen	0	3	0	0½	
about 2 Dozen - -	Bale	0	6	0	1	
Rein Deer, 12 Dozen - -	Case	1	6	0	1½	
6 Do. - -	Do.	1	0	0	1	
2 Do. - -	Do.	0	6	0	0½	
Tonquin Beans —						
under 1 Cwt. - -	Chest	1	6	0	1½	
in Casks - - -	Cwt.	1	0	0	1	
				0	2	Case.
Tortoise Shell - - -	Cwt.	1	0	0	1	Small Box.
				0	1	Cwt. in Casks.

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Toys - -	large Case or Vat	4	6	0	6	
	middling Case or Vat	3	0	0	4	
	small Case or Vat	2	0	0	3	
Tow, in Bales - - - -	Cwt.	0	4½	0	2	Bale of 6 Cwt. and upwards.
				0	1½	Do. above 4 Cwt. and under 6 Cwt.
				0	1	Do. of 4 Cwt. and under.
Turmerec - - - - -	Cwt.	0	3	0	5	Ton.
Turpentine - - - -	Ton	2	6	3	6	100 Tons.
				3	0	100 Barrels.
				5	0	100 Casks from France.
Delivery by Land or Water, per Ton, 1*s.* 8*d.*						
Scio - - - - -	Cwt.	0	6	0	0½	
Twine - - - -	Cwt.	0	4½	0	1	Mat or Bundle.
Valerian - - - - -	Bale	1	6	0	2	
Valonia - - - - -	Ton	4	6	0	3	
Filling and weighing on Delivery, Ton, 2*s.*						
Vanelloes - -	Case or Canister	1	6	0	1½	Case or Canister.
Verdigris - - -	Ton	5	0	0	6	
Vermicelli —				0	6	Large Case, 6 Cwts. and upwards.
Case under 1 Cwt. - -	Cwt.	1	0	0	4	Middling, 4 Cwt. and under 6.
1 and under 2 Cwt. - -	Cwt.	1	0	0	2	Do. do. 2 Cwt. and under 4.
2 Cwt. and upwards - -	Cwt.	0	6	0	1	Small do. 56 lbs. under 2 Cwt.
				0	0½	Box under 56 lbs.
Vermillion - - - -	Cwt.	2	4½	0	10	Ton.
Vinegar - - -	100 Gallons	2	1	0	4	Puncheon.
				0	2	Hhd., Tierce, or Barrel.
				0	1½	Quarter Cask.
Cooper's Attendance in addition.						
Vulture Feathers —						
above 2 Cwt. - -	Bale or Cask	2	6	0	3	
not exceeding 2 Cwt -	Do. Do.	1	6	0	2	
	small Bag not above 56 lbs.	0	6	0	0½	
Walnuts - - - -	Bushel	0	2¼	4	0	100 Sacks.
				2	0	100 Bags.
Wanghees - - - -	1,000	5	0	0	2	
Water, Mineral —						
in Baskets or Cases -	Doz. Bottles	0	3	0	0½	
in Bulk - - -	Doz. Do.	0	2¼	0	0¼	
Wax —						
Bees - - - - -	Ton	5	0	0	6	
Sealing - - - -	Cwt.	0	9	0	1	
Myrtle - - -	Cwt.	1	0	0	1	Case.
Weld - - - - -	Ton	7	6	0	9	
Whalebone - - -	Ton	7	6	0	4	
Whalefins, Newfoundland -	Ton	7	6	0	6	
Whetstones - - -	Cwt.	0	3	0	1½	Cask, 3 to 5 Cwt.
				0	0½	Do. or Case about 1 Cwt.
Whisk Brooms - -	100 Bundles	3	0	0	3	
loose - - -	1,000 —	3	0	0	4	
	Bale	1	10½	0	3	
	Half Bale	1	0	0	1½	
	Quarter Bale	0	9	0	1	
	One Eighth of a Bale -	0	6	0	0½	
manufactured - - -	100	1	6	0	2	
Wire —						
Iron - - - - -	Cwt.	0	4½	0	0½	
plated or gilt - - -	Cwt.	0	8¼	0	0¾	
Woad - - - - -	Ton	7	6	0	9	

Description of Goods.		Landing Rate.	Rate of Rent per Week.	Rent per Week after 12 Months from the Ship breaking Bulk.
	per	*s.* *d.*	*s.* *d.*	*s.* *d.*
Wood —				
Barwood - -				
Boxwood - -				
Brazil, large - -				
Camwood - -				
Cocus - -				
Ebony - - -				
Fustic - -	Ton	4 6	0 1½	- - -
Lignum Vitæ -				
Logwood - -				
Nicaragua, large -				
Quassia - -				
Sanders Wood -				
Brazil, small, or Braziletto - -	Ton	5 6	0 2	under Cover - 0 1
Fustic, young - - - -	Ton	5 6	0 3	
Nicaragua, small - - -	Ton	5 6	0 2	
Sapan - - - - -	Ton	5 6	0 2	
Sassafras - - - -	Ton	5 6	0 3	
Sandall - - - -	Ton	5 6	0 3	
Mahogany, Cedar, Jacaranda, Birds Eye Maple, Rose, Satin, Tulip, Zebra, &c., and other Woods charged with Duty or sold, at - - -	Ton	5 0	0 1½	
Rummaging Mahogany Timber and other measured Woods, Ton, 1*s.* 0*d.* Delivering into decked Vessels, additional, Ton, 0*s.* 6*d.*				

		Landing Rate.	Rent per Quarter after the first Quarter.
	per	*s.* *d.*	*s.* *d.*
Staves —			
North America —			
Puncheon and Hogsh., 1 Inch and under - - - -	1,200	18 0	6 0
Barrel and Heading - - -	1,200	12 0	4 0
From Quebec —			
Pipe - - 3 to 4 Inches thick	Do.	80 0	15*s.* 0*d.* per 1,200 Pipe 1½ Inch.
Do. - - 2 to 2½ Do.	Do.	55 0	
Do. - - 1 to 1½ Do.	Do.	35 0	
Hogshead - 3 to 4 Do.	Do.	70 0	
Do. - - 2 to 2½ Do.	Do.	45 0	
Do. - - 1 to 1½ Do.	Do.	30 0	
Barrel & Heading 3 to 4 Do.	Do.	50 0	
Do. - - 2 to 2½ Do.	Do.	40 0	
Do. - - 1 to 1½ Do.	Do.	30 0	
From Hambro' and Baltic —			
Pipe - - - -	Do.	40 0	15 0
Hogshead - - - -	Do.	35 0	15 0
Barrel - - - -	Do.	30 0	10 0
Heading - - - -	Do.	37 0	10 0
Thin Pipe - - 1 to 1½ Inch thick	Do.	25 0	10 0
Hogshead - Do.	Do.	22 0	10 0
Barrel and Heading Do.	Do.	16 0	10 0
Teak from the East Indies —			
Long Pipe - - - -	Do.	30 0	11 0
Pipe - - - - -	Do.	27 0	10 6
Hogshead - - - -	Do.	25 0	10 0
Barrel and Heading - - -	Do.	20	8 0

Transferring, One Penny per Load.

Description of Goods.		Landing Rate.	Rent per Quarter, after the first Quarter.
		s. *d.*	*s.* *d.*
Wood — *cont.*	per		
Staves — *cont.*			
Billet Staves, Oak or Ash —			
exceeding $3\frac{1}{2}$ Inches, not exceeding 4 Feet long	1,200	48 0	20 0
$1\frac{1}{2}$ to $3\frac{1}{2}$ Inches, not exceeding 4 Feet long	Do.	35 0	15 0
under $1\frac{1}{2}$ Inches, not exceeding 4 Feet long	Do.	22 0	10 0
Headings and Stave Ends —			
not exceeding 20 Inches long	Do.	12 0	4 0
Fir Staves	Do.	15 0	5 0

		Landing, Wharfage, Piling, Delivery, and One Quarter's Rent.	Landing, Wharfage, and Delivery.	Rent per Quarter, after the first Quarter.	
	per	*s.* *d.*	*s.* *d.*	*s.* *d.*	
Deals —	Standard Hundred of 120				
Russia and Prussia Deals and Deal Ends, $1\frac{1}{2}$ Inch thick and 12 Feet long	Do.	12 0	6 3	4 0	
Swedish Deals from Ports on the Baltic —					
$2\frac{1}{2}$ and 3 Inches thick, 14 Feet long	Do.	20 0	12 6	7 0	
$1\frac{1}{2}$ and 2 Do. Do. 14 Do.	Do.	16 8	8 4	5 6	
Quebec, Norway, and Swedish Deals, from Ports on the North Sea —					
$2\frac{1}{2}$ and 3 Inches thick, 10 & 12 Feet long	Do.	16 0	8 0	5 6	
to 14 Do.	Do.	19 0	9 6	6 6	
to 16 Do.	Do.	22 0	11 0	7 6	
to 18 Do.	Do.	25 0	12 6	8 6	
to 20 Do.	Do.	28 0	14 0	9 6	
Battens from all Ports —					
$2\frac{1}{2}$ and 3 Inches thick, 10 & 12 Feet long	Do.	12 0	6 0	4 0	
to 14 Do.	Do.	14 3	7 0	4 9	
to 16 Do.	Do.	16 6	8 3	5 6	
to 18 Do.	Do.	18 9	9 0	6 3	
to 20 Do.	Do.	21 0	10 6	7 0	
$2\frac{1}{2}$ and 3 Inch Half Deals	Do	9 0	4 6	3 0	
Deal Ends	Do.	7 0	3 6	2 4	
Batten Ends	Do.	5 0	2 6	2 0	
Paling Boards	Do.	6 0	3 0	2 6	
Deck Deals —					
3 Inches thick, 30 to 40 Feet long	each	1 0	0 6	0 4	
$2\frac{1}{2}$ Do. 30 to 40 Do.	Do.	0 10	0 5	0 $3\frac{1}{2}$	
2 Do. 30 to 40 Do.	Do.	0 8	0 4	0 3	
3 Do. 20 to 30 Do.	Do.	0 9	0 5	0 3	
$2\frac{1}{2}$ Do. 20 to 30 Do.	Do.	0 $7\frac{1}{2}$	0 4	0 $2\frac{1}{2}$	
2 Do. 20 to 30 Do.	Do.	0 6	0 3	0 2	
Dunnage Boards	each	12 6	6 3	4 0	
Norway Timber and Balks	℔ Load	6 0	3 6	3 0	
Spars under 6 and above 4 Inches	℔ 120	40 0	20 0	13 4	

Transferring, One Penny per Load.

Description of Goods.		Landing, Wharfage, Piling, Delivery, and One Quarter's Rent.	Landing, Wharfage, and Delivery.	Rent per Quarter, after the first Quarter.	
	per	*s.* *d.*	*s.* *d.*	*s.* *d.*	
Wood—*cont.*					
Rickers—					
under 4 Inches, and 24 Feet long and upwards	120	25 0	12 6	8 4	
under 24 Feet long -	Do.	12 0	6 0	4 0	
Handspikes - -	Do.	6 0	3 0	2 0	
Uffers—					
under 24 Feet long - -	Do.	25 0	12 6	8 4	
from 24 to 32 Do. - -	Do.	40 0	20 0	13 4	
32 Feet long & upwards -	Do.	66 0	33 0	20 0	
Sparholtz and 10 Ells to add $\frac{1}{3}$ to the Rates on Uffers.					
Oars—					
under 24 Feet long - -	Do.	12 6	6 3	4 2	
from 24 to 32 Do. - -	Do.	20 0	10 0	6 8	
32 Feet long and upwards -	Do.	30 0	15 0	16 0	
Boat-knees and under 5 Inches sq. - - - - -	Do.	4 0	2 0	1 6	
Lance-wood Spars - - -	Do.	30 0	15 0	9 0	
Gunstocks - - -	Do.	6 0	3 0	2 0	
Lathwood—					
under 5 Feet long -	₩ Fathom	9 0	4 6	3 0	
from 5 to 8 Do. - -	Do.	12 0	6 0	4 0	
Fir Staves - - -	Do.	15 0	7 6	5 0	
Treenails—					
large, above 2 Feet long	₩ 1,200	12 0	6 0	4 0	
small, under 2 Feet long -	Do.	8 0	4 0	2 6	Transferring, One Penny, per Load.
Wainscoat Logs, 7 Feet long	each	0 9	0 5	0 3	
14 Do. -	Do.	2 0	1 0	0 8	
Clapboards, 3 Feet long -	Do.	0 3	0 $1\frac{1}{2}$	0 1	
6 Do. - -	Do.	0 6	0 3	0 2	
Oak and other Timber charged with Duty or sold by the Load—					
Square -	₩ Load of 50 Feet	6 6	4 0	1 0	
Round -	₩ Load of 40 Feet				
Under Cover - -		7 0	0 0	1 6	
Deal Planks and Boards -	₩ Load	7 0	3 6	2 6	
Fire-wood - -	Fathom	7 0	3 6	2 6	
Spokes, American - -	₩ 1,200	20 0	10 0	4 0	
Teak-wood, Planks of -	₩ Load	7 0	4 0	1 6	
Under Cover - - -		7 6	0 0	2 0	

	s.	*d.*
Turning to measure for Sale at landing Oak and other Timber - ₩ Load	1	0
Sorting Staves for Freight - ₩ 1,200	7	0
Marking Lots on Timber piled in Tiers ₩ Lot	0	4

N.B.—The Charge for unpiling or unhousing, Wharfage, and shipping, to be Three Fourths of the Landing Rate.

Reweighing or repiling, One Fourth of the Landing Rate.

Delivering into decked Vessels, 6*d.* ₩ Ton extra.

Description of Goods.		Landing Rate.		Rate of Rent per Week.		
	per	*s.*	*d.*	*s.*	*d.*	
Wool —						
Sheep or Lamb —						
German - - -	Cwt.	0	4½	0	2	Bale, 6 Cwt. & upwards.
				0	1½	Do. 4 Do. & under 6 Cwt.
				0	1	Do. 3 Do. & under 4 Cwt.
				0	0¾	Do. under 3 Cwt.
Australian - - -	Cwt.	0	4½	0	2	Bale, 6 Cwt. & upwards.
				0	1½	Do. 4 Do. & under 6 Cwt.
				0	1	Do. 3 Do. & under 4 Cwt.
				0	0¾	Do. under 3 Cwt.
Spanish - - - -	Cwt.	0	4½	0	1	Bale, 2½ Cwt. & upwards.
				0	0¾	Do. 1½ - & under 2½ Cwt.
				0	0½	Do. under 1½ Cwt.
Vigonia - - - -	Cwt.	0	4½	0	3	Bale.
not otherwise enumerated -	Cwt.	0	4½	0	2	Bale, 6 Cwt. & upwards.
				0	1½	Do. 4 Do. & under 6 Cwt.
				0	1	Do. 3 Do. & under 4 Cwt.
				0	0¾	Do. under 3 Cwt.
Coney or Goats - - -	Cwt.	0	6	0	2	Do. 2 Cwt. & upwards.
				0	1	Do. under 2 Cwt.
Hair or Beards - -	Cwt.	0	10½	0	2	Case.
Yarn —						
in Vats, not above 20 Cwt. -	Ton	5	0	0	4	
above 20 Cwt. - -	Ton	5	3	0	4	
in Bales - - - -	Cwt.	0	4½	0	1½	Bale.
Zaffres - - - - -	Ton	5	0	0	5	
Zink. *See* Spelter.						

Rates on Wines and Spirits (Rum excepted).

	In unsizeable Casks, per Tun, 210 Gallons		Per Pipe, Butt, or Puncheon.		Per Hogshead.		Per Third Cask.		Per Quarter Cask.		Per Half Quarter Cask.		Rhenish Wines.					
													Per Dble Aum.		Single Aum.		Half Aum.	
	s.	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*
Landing and Delivery Rate, including Cooper's Attendance at landing -	7	0	3	6	2	1	1	9	1	4	1	0	2	6	1	6	1	2
If shipped, additional -	1	4	0	8	0	5	0	5	0	4	0	3	0	6	0	4	0	3
Weekly Rent, after 14 Days from Ship's breaking Bulk or first landing from Craft, whilst remaining on the Quay - -	1	0	0	6	0	3½	0	3½	0	2½	0	2	0	4	0	3½	0	2½

Wines or Spirits, in Cases.

	Containing Six Dozen		Containing Three Dozen	
	Quarts.	Pints.	Quarts.	Pints.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
Landing and Delivery Rate - -	1 6	0 9	0 9	0 6
Rent from the Date of Ship breaking Bulk - - per Week	0 3	0 1½	0 1½	0 1
Examination and coopering - -	1 6	0 9	0 9	0 6

Cases containing Quantities not specified above will be charged in the like Proportion.

Rates on Rum.

Landing and Delivery Rate - per 100 Gallons, - 3*s.* 6*d.*

	Punch.	Hhd.	Barrel.
Rent, after Fourteen Days from Ship's breaking Bulk or first landing from Craft, whilst remaining on the Quay - per Week	0 4	0 2½	0 1½

Warrants.

	s.	*d.*
For each Warrant for the Delivery of Goods or Transfer, (after the first, which is to be issued free of Expence,) for - - -		
1 or 2 Packages - -	0	1
3 – 4 — - - -	0	2
5 – 7 — - -	0	3
8 – 10 — - - -	0	4
11 – 15 — - -	0	5
16 – 20 — - - -	0	6
21 – 25 — - -	0	7
26 or 30 Packages - -	0	8
31 – 35 — - -	0	9
36 – 40 — - - -	0	10
41 – 45 — - -	0	11
46 and upwards - - -	1	0
Goods in Bulk - - per Ton	0	2

SCHEDULE D.

RATES to be charged on Merchandize sent to Southampton Docks for Shipment direct from the Quays.

The Rent to be charged after the Expiration of Three Weeks from the Date of the Goods being received at the Quay.

Description of Goods for Shipment.		Wharfage and Shipping.		Rent per Week.		Packages, &c.
	per	*s.*	*d.*	*s.*	*d.*	
Acids, Nitric and Muriatic. *See* Vitriol.						
Almonds —						
in Serons	Ton	3	4	0	8	Ton.
in Boxes or Barrels	Cwt.	0	4	4	0	100 Boxes.
				2	0	100 ½ Boxes.
				0	3	Barrel, about 2 Cwt. 2 Qrs.
				0	1	½ or ¼ Barrel.
Shell	Cwt.	0	6	0	4	Large Bale.
				0	3	Small Bale.
				0	2	3 Qr. to 1 Cwt. 2 Qr. ½ Bale.
Alum	Ton	2	6	0	6	Ton.
Anchors and Grapnels	Ton	3	4	0	3	Ton.
Anchovies — Case containing 8 Barrels		0	8	0	1	
double Barrel		0	2	0	5	Score.
Keg or single Barrel		0	1			
Annieeed — Chest		0	9	0	1½	
Half Ditto		0	6	0	1	
Annatto	small Basket	0	4	0	1	
Anvils	each	0	6	0	1	
Asses	each	3	0	—		
Axle Trees	each	0 6 to 1 6		0 1 to 0 2		
Bacon, about 3 Cwt. — Case		0	6	0	1	
Bale		0	6	0	1	
Side		0	2	0	0¼	
Baggage	Package	0 6 to 2 0		0 1 to 0 6		
Bagging, loose	Piece	0	2	2	6	100 Rolls.
Bark — Chest		1	0	0	3	
Half Chest or Seron		0	8	0	2	
Barley — Tierce		1	0	0	3	
small Cask		0	8	0	1½	
Sack		0	6	0	1	
Jug or Barrel		0 2 to 0 4		0 5 to 0 10		Score.
Barrows	each	0	2	0	5	Score.

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	*s.* *d.*	*s.* *d.*	
Baskets, empty	each	0 1 to 0 2	0 5	Score.
Bedsteads, according to Size	each	0 6 to 1 6	0 1 to 0 3	
Beef and Pork — Tierce		0 6	8 0	100 Tierces.
Beef and Pork — Barrel		0 4	6 0	100 Barrels.
Beer —				
in Bulk — Butt		1 4	0 4	
in Bulk — Puncheon		1 4	0 4	
in Bulk — Hogshead		0 8	0 2	
in Bulk — Barrel		0 6	0 1½	
in Bulk — Kilderkin		0 4	0 1	
bottled in Casks	* Dozen	0 1	0 0¼	
in Cases or Hampers	* Dozen	0 2	0 0½	
* Two Dozen Pints taken as equal to One Dozen Quarts.				
Bees-wax —				
in Casks	Ton	3 4	0 10	
in Bales, 5 and under 6 Cwt.	Bale	1 4	0 4	
3 — 5 —	Bale	1 0	0 3	
2 — 3 —	Bale	0 9	0 2	
under 2 Cwt.	Box or Bale	0 6	0 1	
Bellows, Smiths	Pair	0 8 to 2 6	0 2 to 0 6	
Billiard Tables	each	2 6 to 5 0	0 6 to 1 0	
Blacking —				
20 Cwt. and upwards	Cask	3 0	0 6	
15 and under 20 Cwt.	Cask	2 6	0 4	
10 — 15 —	Cask	1 6	0 3	
7 — 10 —	Cask	1 2	0 2½	
5 — 7 —	Cask	1 0	0 2	
under 5 —	Cask	0 8	0 1½	
under 5 —	Barrel	0 6	0 1	
under 5 —	Firkin	0 4	0 0¾	
Block Tin. *See* Tin.				
Bottles, Glass, empty	small Basket or Box	0 1 to 0 2	0 0¼	
from 15 to 20 Dozen	Crate	0 8	0 2	
21 to 29 —	—	1 0	0 2½	
30 to 44 —	—	1 4	0 3	
45 to 50 —	—	2 0	0 4	
Bran	Sack	0 4	0 1	
Brandy. *See* Spirits.				
Bread	Bag	0 4	0 0½	
Bricks, common	1,200	7 6	0 6	
if shipped by Crew	1,200	2 6	0 6	
Brooms —				
Birch — Bundle, 2 Doz.		0 2	0 0½	
Birch — Bundle, 1 Doz.		0 1	0 0¼	
Hair or House	Bundle	0 2	0 0½	
Bull or Bullock	each	8 6	—	
Bullion — large Package		1 0	—	
Bullion — small Ditto		0 8	—	
Buoys	Ton	5 0	0 2	
Butter — Quarter Cask		0 4	6 0	100 Quarter Casks.
Butter — Tub or Firkin		0 2	3 0	100 Firkins or Tubs.

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	s. d.	s. d.	
Cables —				
Rope	Ton	3 4	0 8	
Iron	Ton	3 4	0 3	
Calf	each	2 6	—	
Camphor	Tub or Chest	0 8	0 1½	
Candles —				
not exceeding 56 lbs. nett	small Box	0 2	0 0½	
57 lbs. and not exceeding 112 lbs. nett	Box	0 4	0 1	
above 112 lbs. — 2 Cwt. nett	Chest	0 6	0 1½	
2 Cwt. — 3 Cwt. nett	Chest	0 8	0 2	
3 Cwt. — 5 Cwt. nett	Chest	1 0	0 3	
Canes, common Rattan	1,000	1 0	0 3	
Cannons	Ton	3 4	0 2	
Canvas	Bolt	0 1	1 3	100 Bolts.
Carts	each	2 0 to 5 0	0 3 to 0 6	
Cart Wheels	Pair	0 4 to 1 0	0 1 to 0 2	
Casks, empty	Sugar Hhd.	0 6	0 1½	
	Butt or Puncheon	0 4	0 1	
	Hhd.	0 2	0 0½	
	Barrel	0 1	0 3	Score.
Cassia	Chest	0 8	0 2	
	Half Chest	0 4	0 1	
Cement	Barrel	0 6	0 1	
	Half Barrel	0 4	0 0¾	
Chaff Cutters	each	1 6 to 2 6	0 2 to 0 3	
Chain Cables	Ton	3 4	0 3	
Chairs	each	0 2	0 0½	
	Bundles of Two	0 4	0 0½	
other Bundles in proportion.				
Chaises	Four-wheeled	6 0	0 10	
	2-wheeled	5 0	0 6	
Chalk	Ton	3 4	0 6	
in Casks	Hhd.	1 6	0 3	
	Pun.	1 2	0 2	
	small Cask	0 4 to 0 8	0 0½ to 0 1½	
Chariot	each	8 6	1 0	
Cheese —				
Hamper, Box, or Basket	1 Cwt. and not exceeding 2 Cwt.	0 4	0 1	
Hamper, Box, or Basket	under 1 Cwt.	0 2	0 0½	
Loose	1 Cwt.	0 3	0 0½	
Ditto, Dutch	Cwt.	0 4		
Cinnamon	Package, 3 or 4 Bolts	1 6	0 4	
	Case or Chest	1 4	0 3	
	Half Chest	0 8	0 2	
	Double Bale	1 0	0 3	
	Single Bale	0 8	0 2	

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	s. d.	s. d.	
Clocks, in Cases	each	1 0 to 2 0	0 2 to 0 4	
Cloves	2 Cwt. Bag	0 8	0 2	
	small Bag	0 4	0 1	
	5 to 6 Cwt. Cask	2 0	0 4	
Coaches —				
private	each	10 0	1 0	
Stage	each	15 0	1 6	
Coffee —				
5 Cwt. and upwards	Bale	1 0	1 0	Ton.
$3\frac{1}{2}$ Cwt. and under 5 Cwt.	Bale	0 8		
under $3\frac{1}{2}$ Cwt.	small Bale	0 6		
	Bag	0 4		
Coffee Fans	each	3 0 to 5 0	0 6 to 0 8	
Engines or Shellers	each	2 6 to 5 0	0 6 to 0 8	
Colours, in Casks	Ton	3 4	0 8	
Copper	Case, 9 and under 10 Cwt.	2 6	0 6	Ton.
	Case, 7 — 9 Cwt.	2 0		
	Case, 5 — 7 Cwt.	1 4		
	under 5 Cwt.	1 0		
Bundle of Bolts	2 Cwt.	0 8	0 1	Bundle.
loose in Sheets	Ton	4 0	1 0	Ton.
in Casks	Ton	3 4	0 4	Ton.
Bottoms	2 Cwt.	0 8	1 0	Ton.
	1 Cwt.	0 4		
in Cakes	Ton	3 4		
Copper Clarifiers, 10 Cwt.	each	5 0		
Coppers, about 14 Cwt.	each	5 0		
Cordage	Ton	3 4	0 8	Ton.
Cork	Ton	4 0	1 0	Ton.
Corks	Cask or Bag	0 2 to 0 8	0 1 to 0 2	
Corn in Sacks	each	0 6	0 1	
Cotton Wool —				
American	Bale	1 0	0 2	
East India	Bale	0 8	0 $1\frac{1}{2}$	
	Half Bale	0 4	0 1	
Egyptian —				
press-packed	Cwt.	0 2	0 $0\frac{3}{4}$	Bale.
not press-packed	Cwt.	0 3	0 1	Bale.
Twist, under 2 Cwt. 2 Qrs.	Bale	0 8	0 2	
Cotton Presses —				
Wooden	each	10 0	1 0	
Iron	each	20 0	1 6	
Cows	each	8 6	—	
Cowries	Ton	3 4	0 6	
Currants	Butt	2 0	0 4	
	Pipe	1 6	0 3	
	Carotel	1 0	0 2	
Cyder	Pipe	1 6	0 4	
	Hogshead	0 9	0 2	
Dampers, Iron	each	0 4 to 0 8	0 3	Ton.
Dogs	each	0 6	—	
Dollars. *See* Bullion.				

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	s. d.	s. d.	
Drips and Pots	1,000	10 0	1 6	
Drugs, not enumerated	Chest, 2½ to 5 Cwt.	1 0	0 3	
	Chest, under 2½ Cwt.	0 8	0 2	
Earthenware	Crate	0 6 to 1 4	0 2 to 0 3	
Elephants Teeth. *See* Ivory.				
Engines, Fire	each	5 0 to 10 0	0 6 to 0 9	
Garden	each	2 6	0 3	
Felt, 1½ Cwt. and under	Box	0 4	0 1	
above 1½ Cwt. and not exceeding 2½ Cwt.	Box	0 6	0 1½	
	Bale	0 8 to 1 0	0 2 to 0 3	
Fire-arms	large Chest	1 4	0 3	
	Chest or Case	0 8 to 1 0	0 2 to 0 3	
Fish	Barrel or Box	0 3 to 0 4	0 0½	
Herrings	Barrel	0 4	1 6	100 Barrels.
loose	Ton	4 6	0 8	
Flax	Ton	3 0	0 8	
Flints, Gun	Keg	0 2	0 0½	
Flour	Barrel	0 2	0 0½	
Fuller's Earth	Ton	2 6	0 4	
Furniture in Packages, according to Size.				
Ginger	Ton	5 0	1 0	
Glass	Butt or Hhd.	1 6	0 4	
	Pipe or Puncheon	1 2	0 3	
	Tierce	1 0	0 3	
	Crate or ¼ Crate	0 8	0 2	Crate.
			0 1	Quarter Crate.
	Box or ½ Box	0 4	0 1	
	small Cask	0 4 to 0 8	0 1 to 0 2	
Plate	large Case	2 0	0 6	
	middle Case	1 4	0 4	
	small Case	0 8	0 2	
Goats	each	0 9	—	
Grates and Stoves	each	0 6 to 1 0	0 2 to 0 3	
Grindstones	every 6 Inch Diameter	0 2	0 0½	
Gritts	Firkin	0 2	0 5	Ton.
Gudgeon. *See* Mill Gudgeons.				
Gum	Chest	1 0	0 3	
	Seron	0 6	0 1	

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	s. d.	s. d.	
Guns. *See* Fire-arms *and* Cannons.				
Gypsum	Hhd.	1 6	0 4	
	Puncheon	1 2	0 2	
Hams —				
containing Four	Bale	0 3	0 1	
loose	each	0 0¾	0 5	Score.
in Casks	Cask	0 6 to 1 6	0 1 to 0 4	
Hardware — Casks, 15 and under 17 Cwt.		2 6	0 6	
12 — 15 Do.		2 0	0 5	
9 — 12 Do.		1 6	0 4	
8 — 9 Do.		1 4	0 3	
5 — 8 Do.		1 0	0 2½	
Harps	each	2 6	0 6	
Harpsichords	each	5 0	0 9	
Harrows	Pair	2 0	0 4	
Hats	Case	0 6 to 1 0	0 2 to 0 3	
Hatboxes	each	0 1	0 0¼	
Hay — Load of 36 Trusses		4 0		
Bale of 3 Do.		0 4	0 3	Score Trusses.
Truss		0 2		
Hemp	Ton	3 0	0 8	
Screws	each	0 4	0 1	
Herrings. *See* Fish.				
Hides —				
Ox and Cow	100	6 0	1 6	
East India, 5 lb. to 7 lb.	100	2 0	0 6	
10 lb. to 12 lb.	each	0 0½	0 6	100.
Hollands. *See* Spirits.				
Hoops —				
Wood	Bundle	0 1	0 3	Score Bundles.
Truss	Bundle	0 2	0 5	Score Bundles.
Iron.. *See* Iron.				
Hops	Bag	0 8	0 2	
	Pocket	0 6	0 1	
Horns, Tips and Plates	Hhd.	1 4	0 4	
in Bags	Cwt.	0 4	0 10	Ton.
Ox, Cow, or Buffalo —				
loose, including counting	Cwt.	0 7	0 10	Ton.
without counting	Cwt.	0 6	0 10	Ton.
Horses	each	10 0	—	
Cobb or Pony	each	5 6	—	
India Rubber	Barrel	0 6	0 1½	
Indigo — Chest		0 8	0 2	
Half Chest, Box, or Seron		0 6	0 1½	
Iron —				
Sheet —				
56 lbs. and under	Bundle	0 1	0 6	
above 56 lbs. and not exceeding 1 Cwt.	Bundle	0 2		
above 1 Cwt. and not exceeding 2 Cwt.	Bundle	0 3		
above 2 Cwt. and not exceeding 3 Cwt.	Bundle	0 4		
larger Bundle in addition	Cwt.	0 1		
Wire	Ton	5 0		

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	s. d.	s. d.	
Iron — *cont.*				
Iron Bars and unmanufactured Iron - - -	Ton	2 3	0 3	
Heavy manufactured Machinery, Millwork, &c., in Pieces, 1 Ton and above, and not otherwise rated - -	Ton	6 0	0 6	
Do. Pieces under 1 Ton -	Ton	5 0	0 6	
Hurdles - - -	each	0 1	0 5	Score.
Pots - - - -	100	4 0	0 9	100.
Tire - - -	Bundle	0 2 to 0 4	0 0½	
Hoops, 56 lbs. - - -	Bundle	0 1		
84 lbs. - -	Bundle	0 1½		
112 lbs. - - -	Bundle	0 2	0 6	Ton.
above 1 Cwt. and not exceeding 2 Cwt. -	Bundle	0 3		
* Scrap —				
loose - - -	Ton	4 0	0 4	
in Bags - - -	Ton	3 0	0 4	
* Weighing, 1*s.* 6*d.* Ton.				
Shot - - -	Ton	3 4	0 3	
Ivory - - - -	Cwt.	0 7	0 1	
Knives, Malay - -	small Cask	0 8	0 2	
Lac Dye - - Chest of about 3 Cwt.		1 0	0 2	
Lac Dye - - Chest of about 1½ Cwt.		0 8	0 1½	
Lace - - -	Package	0 9 to 1 6	0 4 to 0 9	
Laths - - - -	Bundle	0 1	1 6	100.
Lead —				
in Pigs - - -	Ton	2 0	0 3	
Black - -	Cask about 40 lbs.	0 2	0 0½	
Shot or Bars - Cask, 7 to 10 Cwt. -		1 0		
Shot or Bars - 5 and under 7 Do.		0 8		
Shot or Bars - 3 and under 5 Do.		0 6		
Shot or Bars - under 3 Cwt. -		0 4	0 3	Ton.
Sheet - - Roll, 7 Cwt. -		1 6		
Sheet - - Ditto, 6 Do. -		1 4		
Sheet - - Ditto, 4 to 5 Do.		1 0		
loose, in small Pieces -	Ton	4 0	0 4	
in large Ditto - -	Ton	3 0	0 3	
in Casks - -	Ton	2 0	0 3	
Weighing, loose, 1*s.* 6*d.* per Ton. in Casks, 1*s.* per Ton.				
Lime - - - Hhd.		1 6	0 4	
Lime - - - Puncheon		1 2	0 3	
Lime - - - small Cask		0 4 to 0 8	0 1 to 0 2	
Logwood - - -	Ton	2 3	0 6	
Mace - - -	small Cask	0 8	0 2	
Mangles - - -	each	5 0	0 6	
Manure - - -	Ton	2 6	0 4	
Melting Pots - - -	Ton	5 0	0 6	Ton.

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	*s.* *d.*	*s.* *d.*	
Mill Cases	each	1 0 to 2 0	0 3 to 0 4	
Gudgeons	each	1 0	0 3	
Stones	about 1 Ton each	4 0	0 6	
Mill Stones, about 5 Tons each, taking out of Ship and putting into Lighter, or from Lighter into Ship, 4*s.* per Ton.				
Mineral Brown in Turpentine, Barrels of about 3 Cwt.	Barrel	0 6	0 6	Ton.
Molasses	Puncheon	1 2	0 3	
Mooring Chains	Ton	4 0	0 3	
Mother o'Pearl Shells	Ton	5 0	0 8	
Mules	each	3 0	—	
Musk	Box	0 8	0 2	
Mustard	Keg	0 4	0 1	
not exceeding 28 lbs.	Keg	0 2	0 $0\frac{1}{2}$	
Nails	Ton	5 0	0 6	Ton.
Nankeens	Case or Chest	0 6	0 $1\frac{1}{2}$	
Negro Clothing	Puncheon	1 0	0 3	
Nutmegs	small Cask	0 8	0 2	
Oakum	Ton	3 4	0 6	
Oats	Sack	0 6	0 1	
Oil Cake	Hogshead	1 6	0 4	
	Puncheon	1 2	0 3	
loose	Ton	3 6	0 6	
Oil	Tun	3 6	0 8	
	Chest	0 8	0 $0\frac{1}{2}$	
	Half Chest	0 4	0 $0\frac{1}{4}$	
in Jugs	11 to 12 Gallons	0 8	0 $0\frac{1}{4}$	Gallon.
	8 to 10 Ditto	0 6		
	3 to 7 Ditto	0 4		
	under 3 Ditto	0 2		
Ore Spar	Ton	3 6	0 3	
Organs	each	2 0 to 5 0	0 6 to 1 0	
Osnaburgs, loose	Piece	0 1	0 $0\frac{1}{4}$	
Ox Bows or Yokes	Bundle, 1 Dozen	0 3	0 $0\frac{1}{2}$	
Oxen	each	8 6	—	
Paint, in small Kegs	Ton	8 0	1 0	
Cask containing Kegs	Ditto	3 4	0 6	
	$\frac{1}{4}$ Cask	0 1	0 $0\frac{1}{4}$	
Paper	Bale	0 8	0 2	
	small Do.	0 6	0 $1\frac{1}{2}$	
Pearl Barley	Barrel or Keg of 1 Cwt.	0 4	0 1	
Peas	Tierce	0 6	0 1	
	Barrel	0 4	0 1	
	Bag	0 3	2 6	per 100 Bags.
Pepper	Bag	0 4 to 0 6	0 $0\frac{3}{4}$ to 0 1	
Perry	Butt	1 6	0 4	

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	*s.* *d.*	*s.* *d.*	
Pianofortes —				
Grand	each	5 0	1 0	
Cabinet	each	3 6	0 9	
Square	each	2 6	0 6	
Pickles	large Package	1 0	0 2	
	middling Ditto	0 6	0 1	
	small Ditto	0 3	0 0½	
Pigs	each	0 6	—	
Pipe-clay —				
loose	Ton	3 4	0 3	
in Casks	Hhd.	1 6	0 2½	
	Puncheon	1 2	0 2	
	small Cask	0 4 to 0 8	0 1 to 0 1½	
Pitch	Barrel	0 4	6 0	100 Barrels.
Plants	large Package	1 6	0 4	
	middling —	1 0	0 3	
	small —	0 8	0 2	
Ploughs	each	1 0	0 3	
Pork	Tierce	0 6	8 0	100.
	Barrel	0 4	6 0	100.
Potatoes	Ton	3 0	0 4	
Quicksilver	Iron Bottle	0 2	0 0½	
Rags	Ton	2 0	0 6	
Rice	Ton	2 6	0 4	
Rigging	Cwt.	0 4	0 0¾	
Rocking Horses	each	0 6 to 1 0	0 1½ to 0 3	
Rosin	Barrel	0 4	6 0	100.
Safflour, 2½ Cwt. and upwards	Bale	1 0	0 3	
under 2½ Cwt.	Bale	0 8	0 2	
Sago	Cwt.	0 4	0 10	Ton.
Sail-cloth	Bolt	0 1	0 3	Score.
Salt	Hhd.	2 0	0 4	
	Tierce or Puncheon	1 6	0 3	
	small Tierce	1 0	0 2	
loose	Ton	2 0	0 6	
Basket	Hhd.	1 6	0 4	Ton.
Saltpetre —				
rough	Ton	3 0	0 6	
refined	Cask above 1 Cwt. and under 2 Cwt.	0 4	0 1	
	Barrel, 1 Cwt.	0 3	0 0½	
Sand	Hhd.	1 6	0 3	
	Puncheon	1 2	0 3	
	small Cask	0 4 to 0 8	0 1 to 0 1½	
Saws	Bundle	0 6	0 10	Score Bundles.
Seed	Bale	0 8	0 1½	
Seed Lac	Ton	5 0	1 0	
Segar Boxes, small	Score	0 3	0 1	
Sheep	each	0 6	—	
Shell Lac	Ton	5 0	1 0	
Shells, Bomb	Ton	3 4	0 3	
Shot, Iron	Ton	3 4	0 3	

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	*s.* *d.*	*s.* *d.*	
Skins —				
18 Cwt. and not exceeding 20 Cwt.	Cask	3 0	0 7	
15 Cwt. and under 18 Cwt.	Cask	2 6	0 6	
10 Cwt. and under 15 Cwt.	Cask	2 0	0 5	
6 Cwt. and under 10 Cwt.	Hhd.	1 6	0 4	
under 6 Cwt.	Tierce	1 0	0 3	
Goat —				
Mogadore	Bale	0 6	0 2	
	Half Bale	0 4	0 1½	
Nutria —				
5 Cwt. and upwards	Bale	1 0	0 3	
under 5 Cwt.	Bale	0 8	0 2	
Slates	Hhd.	2 0	0 4	
	Puncheon	1 6	0 3	
Soap —				
above 3 Cwt. and not exceeding 5 Cwt. net	Chest	1 0	0 3	
above 2 Cwt. and not exceeding 3 Cwt. net	Chest	0 8	0 2	
above 1 Cwt. and not exceeding 2 Cwt. net	Chest	0 6	0 1½	
57 lbs. and not exceeding 1 Cwt. net	Box	0 4	0 1	
56 lbs. net, and under	small Box	0 2	0 0½	
Sofas	each	1 0 to 1 6	0 3 to 0 4	
Spades and Shovels	Bundle, 2 Dozen	0 8	0 2	
	Ditto, 1 Dozen	0 4	0 1	
Spelter	Ton	2 0	0 4	
Spirits	Pipe, Butt, or Puncheon	2 0	0 6	
	Hhd.	1 0	0 3	
Sprats, Bundles about 3 lbs.	100 Bundles	3 0	0 6	
Starch	Box, 1 Cwt.	0 6	0 1	
	Ditto, under 1 Cwt.	0 4	0 1	
Staves —				
Cask or Barrel	Pack	0 1	0 2	Score.
Wine Hogshead	Pack	0 2	0 5	Score.
Pipe or Puncheon	Pack	0 4	0 10	Score.
Ditto, old	Pack	0 3		
Sugar Hogshead	Pack	0 4		
Ditto, old	Pack	0 3		
Vat or Leager	Pack	0 9 to 1 0	0 1 to 0 1½	Pack.
Steel —				
Bars	Ton	3 4	0 4	
Bundles	Cwt.	0 4	0 6	Ton.
Still Head, Worm, and Boilers	Ton	6 0	0 6	Ton.
Stills, about 1 Ton	each	10 0	0 6	Each.
Stones —				
Fire or Flag	Ton	3 4	0 3	
Flat Paving, ordinary Size	each	0 2	1 0	Per 100.
Stoves and Grates	each	0 6 to 1 0	0 2 to 0 3	
in Crates, under 1 Ton	Ton	3 0	0 6	Ton.
1 Ditto and above	Ton	4 0		
Straw	Truss	0 1	0 3	Score.

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	*s.* *d.*	*s.* *d.*	
Sugar —				
above 4 Cwt. - -	Mat, Bag, or Basket	0 8	0 1	
above 2 Cwt. and not exceeding 4 Cwt. -	Mat, Bag, or Basket	0 6	0 $0\frac{3}{4}$	
2 Cwt. and under -	Mat, Bag, or Mat	0 4	0 $0\frac{1}{2}$	
in Boxes or Chests - -	Ton	3 4	0 5	
Bastards —				
14 Cwt. and upwards -	Cask	2 0	0 5	Ton.
12 Cwt. and under 14 Cwt. -	Cask	1 6		
8 Cwt. and under 12 Cwt. -	—	1 0	0 5	
under 8 - - - -	Tierce	0 9	0 2	
not exceeding $2\frac{1}{2}$ - -	Barrel	0 5	0 1	
Refined —				
18 Cwt. and under 24 Cwt. -	Cask	2 6	0 7	
14 Cwt. and under 18 Cwt. -	Cask	2 0	0 6	
12 Cwt. and under 14 Cwt.	Cask	1 6	0 4	
	Hhd.	1 2	0 3	
loose - - - -	Ton	3 0	0 6	Ton.
	Puncheon	1 0	0 2	
	Tierce	0 8	0 $1\frac{1}{2}$	
	Barrel	0 6	0 1	
Tallow - - - - -	Ton	2 6	0 6	
Tar - - - - -	Barrel	0 4	6 0	100 Barrels.
Tea - - - - -	Chest	1 0	0 3	
	$\frac{1}{2}$ Chest	0 8	0 2	
	$\frac{1}{4}$ Do.	0 6	0 $1\frac{1}{2}$	
	small Box	0 4	0 1	
Tiles, Welsh, about 1 Foot Square -	100	2 0	0 6	
Tin - - - - -	Box	0 4	0 $0\frac{1}{2}$	
	Block	0 2	0 6	Score Blocks.
	Barrel	0 6	0 1	
Tombstones - - - -	each	5 0	0 6	
Tripe - - - - -	Keg	2 0	0 $0\frac{1}{4}$	
Turmeric - - -	Bag	0 $0\frac{1}{2}$ to 0 2	1 0	Ton.
Turpentine - - -	Carboy	0 6 to 1 0	0 1 to 0 3	
Varnish - - - -	Barrel	0 6	0 1	
Vermilion - - -	Package	2 0	0 4	
Vinegar - - -	Puncheon	1 4	0 4	
	Hhd.	0 8	0 2	
	Barrel or $\frac{1}{2}$ Hhd.	0 6	0 $1\frac{1}{2}$	
Vitriol or Acids -	in Carboys, Gallon	0 4	0 1	
	middling Case	3 0	0 9	
	small Case	2 0	0 6	
Waggons - - - -	each	7 6 to 10 0	1 0 to 1 6	
Wax. *See* Bees Wax.				
Whalebone - - -	Ton	5 0	1 0	
Wheels - - - -	Pair	0 4 to 1 0	0 1 to 0 2	
Wheelbarrows - -	each	0 2	0 $0\frac{1}{4}$	

Description of Goods for Shipment.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
	per	*s.* *d.*	*s.* *d.*	
Wine —				
bottled in Casks - -	Dozen*	0 1	0 0¼	
Cases - -	Dozen	0 2	0 0½	
* 2 Dozen Pints taken as equal to 1 Dozen Quarts.				
Wines and Spirits - { Pipe, Butt, or Puncheon		2 0	0 6	
{ - Hhd.		1 0	0 3	
Wire —				
Iron - - - -	Ton	5 0	0 6	
Brass or Copper - - -	Ton	5 0	0 10	
Wood —				
large - - -	Ton	2 3	0 3	
small - - - -	Ton	3 8		
When not cleared the same Day sent down, Piling to be charged.				
Wood Hoops. *See* Hoops.				
Wool —				
Spanish, 2½ Cwt. - -	Bag	0 9	0 2¼	
2 Do. - - -	Ditto	0 8	0 2	
1 Do. - - -	Ditto	0 5	0 1	
German, Do. 6 Cwt. and upwards -		1 4	0 4	
Do. 4 to 6 Do. - - -		1 0	0 3	
Do. under 4 Do. - -		0 8	0 2	
English, under 3½ Cwt. - - -		0 9	0 2½	
3½ Cwt. to 5 Cwt. - -		1 0	0 3	
Yeast - - - { Butt or Puncheon		1 0	0 3	
{ - - Hhd.		0 6	0 1½	

Rates upon Goods not previously enumerated, regulated by the Package.

Description of Goods and Packages.		Wharfage and Shipping.	Rent per Week.	Packages, &c.
Packages containing Goods not herein-before enumerated.		*s.* *d.*	*s.* *d.*	
Bags, small - - -	each	0 4	0 1	
Bales —				
16 and upwards - -	each	4 0		
14 and under 16 - -	—	3 0		
12 and under 14 - -	—	2 6	0 0½	Cwt.
8 and under 12 - -	—	2 0		
7 and under 8 - - -	—	1 6		
5 and under 7 - -	—	1 4		
middling Size - - -	—	1 0	0 3	
small - - -	—	0 8	0 2	
East India Goods —				
double - - -	—	1 4	0 3	
single - - -	—	0 8	0 2	
½ Bale - - -	—	0 6	0 1½	
Barrels - - - -	—	0 6	0 1½	

Description of Goods and Packages.	Wharfage and Shipping.	Rent per Week.	Packages, &c.
Baskets —	*s.* *d.*	*s.* *d.*	
large - - - - each	0 6	0 1½	
middling - - - —	0 4	0 1	
small - - - - —	0 2	0 0½	
Bottles or Jars —			
11 to 12 Gallons - - —	0 8		
7 to 10 Do. - - —	0 6	0 0¼	Gall.
4 to 7 Do. - - —	0 4		
1 to 3 Do. - - —	0 2		
Boxes - - - - —	0 2 to 0 8	0 0½ to 0 2	
Bundles —			
large - - - - —	1 0	0 3	
middling - - - —	0 9	0 2¼	
small - - - - —	0 6	0 1½	
Butts - - - - —	1 6	0 4	
Cases —			
12 Cwt. and upwards - —	3 0		
9 and under 12 Cwt. - —	2 6		
7 — 9 — - - —	2 0	0 0½	Cwt.
6 — 7 — - - —	1 6		
5 — 6 — - - —	1 4	0 3	
middling Size - - - —	1 0	0 3	
small - - - - —	0 2 to 0 8	0 0½ to 0 2	
Casks —			
Butt - - - - —	1 6	0 4	
Hogshead - - - —	1 2	0 3	
Pipe or Puncheon or Wine Hogshead - - - —	1 4	0 4	
Tierce - - - - —	0 8 to 1 0	0 2 to 0 3	
small - - - - —	0 4 to 0 6	0 1 to 0 1½	
Chests —			
large - - - - —	1 4	0 4	
middling - - - —	1 0	0 3	
small - - - - —	0 8	0 2	
Hogsheads, not exceeding 8 or 9 Cwt. - - - —	1 2	0 3	
Jars. *See* Bottles.			
Kegs - - - - —	0 2 to 0 4	0 0½ to 0 1	
Packs, Vats, &c. - - - —	0 9 to 1 0	0 1 to 0 2	
Portmanteaus, ordinary Size - — Other Sizes in proportion.	0 6	0 1½	
Trunks - - - - —	0 6	0 1½	
Trusses - - - —	0 6 to 1 0	0 1 to 0 1¼	

N.B.—Goods not included in the foregoing Schedules to be charged in proportion to the Rates therein specified, according to Size and Weight.

SCHEDULE E.

	s.	*d.*
For every Passenger who shall land from any Steam Boat or Vessel in or upon the Quay or Quays, Wharf or Wharfs, or other Works to be built and erected under the Powers of the said Act or any Part thereof, or embark therefrom on board any Steam Boat or Vessel	0	2
For all and every Trunk, Portmanteau, Box, Parcel, or other Package, falling within the Description of Luggage, that shall be shipped from or landed at the said Quay or Quays, Wharf or Wharfs, or other Works to be built and erected under the Powers of the said Act, not exceeding the Weight of Twenty-eight Pounds each	0	2
If exceeding Twenty-eight Pounds and not exceeding Eighty-four Pounds each	0	4
If exceeding Eighty-four Pounds and not exceeding One hundred and twelve Pounds each	0	5
If exceeding One hundred and twelve Pounds and not exceeding One hundred and forty Pounds each	0	6
If exceeding One hundred and forty Pounds and not exceeding One hundred and ninety-six Pounds each	0	7
If exceeding One hundred and ninety-six Pounds and not exceeding Two Hundred Weight each	0	8
If amounting to or exceeding Two Hundred Weight, for every Hundred Weight	0	4
And for every Twenty Pounds Weight in addition	0	1
But if the same shall be placed on a Barrow, then for any Quantity of Luggage belonging to One Person, and contained in any One Barrow, and not exceeding the Weight of One hundred and forty Pounds	1	0

The Person chargeable to have the Option of paying by Tale or by the Barrow.

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