CHAPTER lxxxiii.

An Act to empower the Southern Railway Company to construct a floating dry dock and other works and to acquire lands to extend the time limited by certain Acts for the completion of works and for the compulsory purchase of lands to abandon a portion of the East Southsea Branch Railway to transfer to the said Company the undertaking of the Lynton and Barnstaple Railway Company and to the said Company and the London Midland and Scottish Railway Company the undertaking of the Somerset and Dorset Railway Company and for other purposes. [31st July 1923.] A.D. 1923.

WHEREAS by the Railways (Southern Group) Amalgamation Scheme 1922 made in pursuance of the Railways Act 1921 the London and South Western Railway Company the London Brighton and South Coast Railway Company the South Eastern Railway Company the London Chatham and Dover Railway Company and the South Eastern and Chatham Railway Companies Managing Committee were amalgamated and their undertakings and property vested in the Southern Railway Company incorporated by the said scheme and hereinafter referred to as "the Company":

And whereas it is expedient that the Company should be empowered to construct the new floating dry dock widenings of railway and other works by this Act authorised and to acquire certain lands in this Act

A.D. 1923.

described and that the acquisition of other lands already acquired by the Company should be sanctioned and confirmed :

And whereas it is expedient that the periods now limited for the compulsory purchase of certain lands and for the completion of certain railways by the Company should be extended as provided by this Act :

And whereas it is expedient that the rates dues tolls and charges now leviable in pursuance of the Southampton Docks Act 1871 at and in respect of the docks undertaking of the Company at Southampton should be varied as by this Act provided :

And whereas the use of the railway from Fratton to East Southsea authorised by the Southsea Railway Act 1880 has for many years been discontinued owing to the competition of street tramways and the absence of any appreciable amount of traffic :

And whereas it is expedient that the maintenance and use of the said railway should be abandoned and discontinued and that the Company and the bodies and persons affected should be empowered to enter into and carry into effect agreements with reference to the removal alteration ownership and maintenance of bridges roads fences and accommodation works connected with the said railway as by this Act provided :

And whereas by the Lynton and Barnstaple Railway Acts 1895 and 1901 the Lynton and Barnstaple Railway Company (hereinafter referred to as "the Lynton Company") was incorporated and authorised to construct and work the railways therein mentioned :

And whereas the capital of the Lynton Company consists of twenty-six thousand five hundred pounds four per centum first debentures fifteen thousand nine hundred pounds four and a half per centum second debentures and eight thousand five hundred ordinary shares of ten pounds each :

And whereas the whole of the said debentures and ordinary shares excepting four hundred and eighty-three of the said ordinary shares are now held by the Company or their nominees and it is expedient that the undertaking of the Lynton Company should be transferred to and vested in the Company on the terms in this Act mentioned and that the Lynton Company should be dissolved as provided by this Act ;

And whereas by the Somerset and Dorset Companies Amalgamation Act 1862 the Somerset and Dorset Railway Company (hereinafter referred to as "the Somerset Company") was incorporated and is now the owner of a railway undertaking extending from Bath and Burnham to Wimborne thus forming connections between the railways of the Company and the London Midland and Scottish Railway Company (hereinafter referred to as "the Midland Company") incorporated by the North Western Midland and West Scottish Group Amalgamation Scheme 1923:

And whereas by the Somerset and Dorset Railway Leasing Act 1876 the undertaking of the Somerset Company was vested by way of lease in the London and South Western Railway Company and the Midland Railway Company (whose undertaking is now vested in the Midland Company) for a term of nine hundred and ninety-nine years subject to the payment of certain rents therein referred to and is now managed and worked by a joint committee of the Company and the Midland Company appointed in pursuance of the said Act of 1876:

And whereas by the Midland Railway Acts 1889 and 1891 the Midland Railway Company and the London and South Western Railway Company were authorised to enter into agreements for the redemption of the rents payable under the said Act of 1876 by the issue to the shareholders and debenture holders of the Somerset Company of such amounts of debenture stock of the Midland Railway Company or the London and South Western Railway Company as might be agreed upon with such shareholders and debenture holders respectively:

And whereas in pursuance of the said powers debenture stock of the Midland Railway Company has been issued to the holders of and in exchange for the stocks of the Somerset Company to the extent of two million four hundred and forty-seven thousand seven hundred and seventeen pounds out of a total issued capital of the Somerset Company of two million four hundred and fifty thousand two hundred and sixty-seven pounds and certain of the preference and ordinary stocks of the Somerset Company which have been exchanged have been transferred to and are now vested in nominees of the Company and the Midland Company:

A.D. 1923.

And whereas the stocks of the Somerset Company now remaining unexchanged consist of the following:—

	£
Ordinary Consolidated Stock - -	2,010
Class A Consolidated Stock - -	100
Class B Consolidated Stock - -	440
	£2,550

And whereas in view of the said lease of the undertaking of the Somerset Company for nine hundred and ninety-nine years and of the small amount of the stocks of the Somerset Company remaining unexchanged it is expedient that the said undertaking should be transferred to and vested in the Company and the Midland Company upon the terms in this Act set forth and that the Somerset Company should be dissolved as by this Act provided:

And whereas it is expedient that an agreement made the twenty-eighth day of February one thousand nine hundred and sixteen between the Padstow Harbour Commissioners and the London and South Western Railway Company with reference to the construction by that company of certain harbour works at Padstow and the provision by that company of funds therefor and for other purposes of the undertaking of the said commissioners and with respect to the exercise by that company of certain of the powers of the said commissioners should be confirmed as provided by this Act:

And whereas it is expedient that the Company and the Southampton Harbour Board should be empowered to enter into and carry into effect agreements with reference to the maintenance management use and working of the tramways of the said Board as provided by this Act:

And whereas it is expedient that the Company should be empowered to raise further capital and to apply their funds for the purposes aforesaid and for the general purposes of their undertaking and that the other powers in this Act mentioned should be conferred upon the Company:

And whereas it is expedient that the Midland Company should be empowered to apply their funds for the purposes of this Act:

And whereas plans and sections showing the lines and levels of the works to be constructed under the powers of this Act and plans of the lands by this Act authorised to be acquired and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were deposited with the clerks of the peace for the several counties within which the said works will be constructed and the said lands are situate which plans sections and book of reference are in this Act respectively referred to as "the deposited plans sections and book of reference":

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the 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 as follows (that is to say):—

Short title.

1. This Act may be cited for all purposes as the Southern Railway Act 1923.

Interpretation.

2. In this Act unless there be something in the subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have in relation to the relative subject matter the same respective meanings And—

"The Company" means the Southern Railway Company;

"The dock" means the floating dry dock by this Act authorised;

"The Harbour Board" means the Southampton Harbour Board;

"The Midland Company" means the London Midland and Scottish Railway Company;

"The Lynton Company" means the Lynton and Barnstaple Railway Company;

"The Somerset Company" means the Somerset and Dorset Railway Company;

"The date of vesting" means the first day of July one thousand nine hundred and twenty-three.

A.D. 1923.

Incorporation of general Acts.

3. The following Acts and parts of Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

Provided always that any question of disputed compensation under this Act or any Act incorporated therewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party ;

The Harbours Docks and Piers Clauses Act 1847 except the provisions thereof with respect to lifeboats and with respect to keeping a tide and weather gauge :

Provided that the following expressions used in the Harbours Docks and Piers Clauses Act 1847 shall have the following respective meanings (that is to say) :—

The expressions " packet boat " and " Post Office packet " mean respectively a vessel employed by or under the Post Office or the Admiralty for the conveyance under contract of postal packets as defined by the Post Office Act 1908 and the expression " Post Office bag of letters " means a mail bag as defined by the same Act :

Provided further that nothing in the Harbours Docks and Piers Clauses Act 1847 or in this Act shall extend to exempt from rates or duties any such vessel as aforesaid if she also conveys passengers or goods for hire :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to construction of a railway) Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 except section 49 thereof :

The provisions contained in the Third Schedule to the Railways Act 1921 with respect to existing officers and servants :

A.D. 1923.

Provided that (*a*) for the purposes of the said Part V. and the said Third Schedule the Company in respect of the transfer of the Lynton Company and the Company and the Midland Company in respect of the transfer of the Somerset Company shall be deemed to be the amalgamated company (*b*) for the purposes of the said Third Schedule the Lynton Company shall be deemed to be a subsidiary company absorbed by the Company and the Somerset Company shall be deemed to be a subsidiary company absorbed by the Company and the Midland Company as if this Act were an absorption scheme under the Railways Act 1921 and (*c*) the provisions contained in the Third Schedule to that Act shall apply to all existing officers and servants employed in and upon the undertaking of the Somerset Company as if they were officers and servants of the Somerset Company :

The Companies Clauses Consolidation Act 1845 as incorporated with and varied by the Railways (Southern Group) Amalgamation Scheme 1922 :

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts and as incorporated with and varied by the said scheme.

Protection of gas and water mains of local authorities.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the gas and water mains pipes and apparatus of any local authority or gas or water board and shall be construed as if "local authority" "gas board" and "water board" were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority or gas or water board to which their revenues in respect of gas or water (as the case may be) are appropriated.

Power to make dock.

5. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain in the county borough of Southampton

A.D. 1923.

the dock hereinafter described with all necessary and convenient dolphins mooring chains anchors bridges booms pontoons floating fenders piles rails conveyors signals platforms approaches buildings works equipment appliances and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes (that is to say) :—

A floating dry dock situate in the River Test commencing at a point about 215 yards measured in a southerly direction from the south-west corner of the Harbour Board offices and about 210 yards measured in a north-easterly direction from the south-east corner of the Town Quay and terminating at a point about 200 yards measured in a south-easterly direction from the said corner of the said quay ;

and the construction by the London and South Western Railway Company and the Company of all or any of the works already constructed for or in connection with the dock and the expenditure of money thereon are hereby sanctioned and confirmed.

Power to dredge.

6. The Company for the purpose of constructing and maintaining the dock and providing access thereto may from time to time deepen dredge scour cleanse alter and improve the bed shores and channel of the River Test and Southampton Water and may use and appropriate the soil and material so dredged or removed Provided that any materials so dredged or removed if deposited below high-water mark shall be deposited in such position and under such restrictions as may be fixed by the Board of Trade.

Extension of limits of dock-master's jurisdiction.

7. The limits within which the powers of any dock master or other official appointed by the Company may be exercised shall include the dock.

Dock rates.

8. For the purpose of demanding and recovering rates rents and dues and (subject to the provisions of this Act) for all other purposes the dock shall be deemed part of the dock undertaking acquired by and vested in the Company under the provisions of the Southampton Docks Act 1892.

Works below high-water mark to be subject to approval of Board of Trade.

9. Subject to the provisions of this Act any of the works authorised by this Act to be constructed on in over or under tidal lands below high-water mark of ordinary spring tides shall be constructed only in accordance with such plans and sections and subject to such restrictions and regulations as previous to such works being commenced have been approved by the Board of Trade in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade.

Any alteration or extension of any such works shall be subject to the like approval.

If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Survey of works by Board of Trade.

10. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Abatement of work abandoned or decayed.

11. If a work constructed by the Company on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Lights on works during construction.

12. The Company shall at or near the works below high-water mark hereby authorised during the whole time of the constructing altering or extending the same exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade may from time to time require or approve.

A.D. 1923.

If the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Permanent lights on works.

13. The Company shall at the outer extremity of their works below high-water mark exhibit and keep burning from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Corporation of Trinity House Deptford Strond shall from time to time direct.

If the Company fail to comply in any respect with the provisions of this section they shall for each day in which they so fail be liable to a penalty not exceeding twenty pounds.

Provision against danger to navigation.

14. In case of injury to or destruction or decay of the works by this Act authorised or any part thereof the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of Trinity House Deptford Strond and shall apply to that Corporation for directions as to the means to be taken and the Company shall be liable to a penalty not exceeding ten pounds for every calendar month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

For protection of Harbour Board.

15. For the protection of the Harbour Board the following provisions shall unless otherwise agreed in writing between the Company and the Harbour Board apply and have effect (that is to say) :—

(1) Notwithstanding anything contained in this Act the dock shall be constructed in the position shown and coloured dark red on the plan signed in duplicate by the Right Honourable James Fitzalan Hope the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and the powers of dredging by this Act conferred upon the Company shall not be exercised except on the areas coloured dark red and light red on the said plan or otherwise than in accordance with the sections A—A B—B and C—C shown thereon

One copy of the said plan has been deposited in the Parliament Office of the House of Lords and one copy in the Private Bill Office of the House of Commons : A.D. 1923.

(2) The Company from time to time shall indemnify the Harbour Board in respect of any damage or loss sustained by the Harbour Board in consequence of or resulting from the construction or user of the dock or the exercise of the said powers of dredging caused by or due to any operation works act neglect or default on the part of the Company or of their agents contractors or workmen.

Power to Company to make widenings.

16. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the widenings of railway in the county of Southampton hereinafter described with all necessary works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking (that is to say) :—

(1) A widening (No. 1) (2 miles 6 furlongs 8 chains in length) of the Company's London and Southampton Railway on its western side commencing in the urban district of Eastleigh and Bishopstoke at a point about 50 yards south-west of the Allbrook Junction signal box passing through the parish of Otterbourne and terminating in the parish of Compton at a point about 196 yards south-west of the Shawford Station signal box :

(2) A widening (No. 2) (2 miles 6 furlongs 8 chains in length) of the Company's London and Southampton Railway on its eastern side commencing in the said urban district at a point about 50 yards south of the Allbrook Junction signal box passing through the said parish of Otterbourne and terminating in the said parish of Compton at a point about 196 yards south of the Shawford Station signal box.

A.D. 1923.

Height and span of bridges.

17. The Company in constructing the widenings (No. 1) and (No. 2) over the roads in this section mentioned may make the arches of the bridges of any height and span not less than the height and span in this section mentioned in connection therewith respectively (that is to say) :—

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
			ft. ins.	ft. ins.
7	Otterbourne -	Public carriage road.	12 3	14 8
12	Otterbourne -	Public carriage road.	18 0	20 3

Rates and tolls on widenings.

18. For the purpose of demanding and recovering tolls fares rates and charges and for all other purposes the widenings (No. 1) and (No. 2) shall be deemed to form part of the Company's London and Southampton Railway.

For protection of Hursley Rural District Council.

19. In constructing the widenings (No. 1) and (No. 2) by this Act authorised the following provisions for the protection of the Hursley Rural District Council (in this section referred to as " the council ") shall unless otherwise agreed in writing between the council and the Company apply and have effect (that is to say) :—

(1) The Company shall reconstruct the bridge carrying their existing railway over the road numbered on the deposited plans 7 in the parish of Otterbourne as a girder bridge for the purpose of carrying the said railway and widenings over the said road with a clear span throughout between the abutment walls of twenty-five feet and a clear headway throughout of thirteen feet six inches from the surface of such road :

(2) On completion of the reconstruction of such bridge to the reasonable satisfaction of the engineer of the Ministry of Transport certified in writing the council shall forthwith pay to the Company on demand as a contribution towards the cost of such reconstruction the sum of two thousand two hundred pounds and failing such

payment the same shall be recoverable from the council by the Company as a simple contract debt. A.D. 1923.

For protection of Alfred Bowker.

20. For the protection of Alfred Bowker his heirs executors administrators or assigns or other the owner or owners for the time being of the estate known as "The Malms" in the parish of Compton (in this section referred to as "the owner") the following provisions shall unless otherwise agreed in writing between the owner and the Company apply and have effect (that is to say):—

(1) The Company shall not acquire for the widening (No. 2) by this Act authorised any land belonging to the owner on the east side of the railway within the limits of deviation shown on the deposited plans other than the triangular portion coloured red on the plan marked A and signed by Alfred Bowker on behalf of the owner and Alfred Weeks Szlumper on behalf of the Company:

(2) The Company shall purchase and acquire the said triangular portion of land and such purchase shall be completed within twelve months from the passing of this Act failing which interest on the purchase money at the rate of four per centum per annum shall accrue from the expiration of the said twelve months:

(3) The Company shall erect an unclimbable fence along the eastern boundary of the said triangular portion of land when purchased and in the event of the Company erecting a chalk embankment along the said portion of land they shall cover the sloping bank thereof with earth and sow grass seeds therein:

(4) The Company shall not acquire for the widenings (No. 1) and (No. 2) by this Act authorised any right or interest in land belonging to the owner on either side of the railway within a distance of twenty yards measured from the centre of the road numbered on the deposited plans 12 in the parish of Compton:

(5) Notwithstanding anything contained in this Act the arbitrator who shall determine the amount of any compensation to be paid to the owner in respect of any lands easements or rights of the

A.D. 1923.

owner which may be acquired by the Company under this Act shall be appointed failing agreement between the owner and the Company by the President of the Surveyors Institution on the application of either party and any such arbitrator shall take into consideration the damage injury or depreciation to any other lands property or interest of the owner adjoining or contiguous to the lands easements or rights so to be acquired by the Company.

Power to Company to make further works &c.

21. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make the works hereinafter described with all necessary works and conveniences connected therewith and may enter upon take and use the lands delineated on the deposited plans and described in the deposited book of reference relating thereto and in connection therewith the Company may exercise the powers hereinafter mentioned (that is to say) :—

A new road (No. 1) in the parish of Eling in the rural district of New Forest and the parish of Millbrook in the rural district of South Stoneham in the county of Southampton commencing at a point about 25 yards east of the south-east corner of the Station Hotel Totton and terminating at a point in the Southampton and Bournemouth main road about 157 yards north-west of the milestone indicating 3 miles from Southampton and in connection therewith the Company may stop up and discontinue the level crossing at the east end of Totton Station and the level crossing at the east end of the Red Bridges :

A new road (No. 2) in the said parish of Eling commencing at a point on the Redbridge Causeway about 333 yards south-west of the one-arch Red Bridge and terminating by a junction with the said new road (No. 1) at a point about 10 yards south of the said causeway and about 115 yards south-west of the one-arch Red Bridge :

A new road (No. 3) in the said parish of Millbrook commencing at a point in the Romsey and Redbridge Road about 333 yards north of the level crossing at the east end of the Red Bridges and

terminating by a junction with the said new road (No. 1) at a point about 250 yards east of the said level crossing :

A new road in the parish of Feniton in the county of Devon commencing at a point about 235 yards west of the level crossing at Sidmouth Junction Station and terminating at a point about 133 yards north of the said level crossing and in connection therewith the Company may stop up and discontinue the said level crossing.

Power to deviate in construction of works.

22. In constructing the works by this Act authorised the Company may deviate laterally from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked thereon and may deviate from the levels of the widenings (Nos. 1 and 2) shown on the deposited sections in accordance with the provisions of the Railways Clauses Consolidation Act 1845 and may deviate from the levels of the new roads shown on the deposited sections to any extent not exceeding two feet upwards or downwards :

Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Agreements with Southampton County Council.

23. The Company and the county council of the administrative county of Southampton may enter into and carry into effect agreements with reference to the construction maintenance and repair of the new roads (Nos. 1 2 and 3) by this Act authorised and the acquisition of lands therefor and the defraying or making of contributions towards the cost of such construction maintenance repair and acquisition.

Alteration of position of water and gas pipes.

24. Subject to the provisions of this Act it shall be lawful for the Company and the county council of the administrative county of Southampton or either of them at any time to exercise within the limits of deviation shown upon the deposited plans of the new roads (Nos. 1 2 and 3) by this Act authorised the like powers as are exerciseable by the Company under the provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 for the purpose of constructing the railway.

For protection of Southampton County Council.

25. For the protection of the county council of the administrative county of Southampton (in this section referred to as "the county council") the following provisions shall unless otherwise agreed in writing between

A.D. 1923.

the county council and the Company apply and have effect (that is to say) :—

(1) Notwithstanding anything contained in this Act the site and soil of such portions of the existing Southampton and Bournemouth main road as are stopped up under the powers of this Act (other than the portions thereof situate between the level crossing gates of the Company at the east end of Totton Station and at the east end of the Red Bridges) and the county bridges carrying the said road over the River Test and the approaches to such bridges shall be and remain the property of the county council and the county council may subject to the provisions of subsection (4) of this section hold and use or sell or otherwise dispose of such site and soil and such bridges for any purpose :

(2) The new roads (Nos. 1 2 and 3) by this Act authorised when constructed shall be main roads and shall be vested in and repairable by the county council :

(3) The Company shall at all times at their own expense maintain and repair the structure of the bridges carrying the said new road (No. 1) over their railways and the county council shall at their own expense maintain the bridges carrying that road over the existing Southampton and Bournemouth main road at Redbridge and over the River Test together with the roadway of the whole of that road and of the said new roads (Nos. 2 and 3) :

(4) At any time after the substituted mains referred to in the sections of this Act of which the marginal notes are respectively "For protection of Southampton Corporation" and "For protection of Southampton Gaslight and Coke Company" shall have been laid down the county council may demolish and remove the said bridges carrying the existing Southampton and Bournemouth main road over the River Test.

For protection of Southampton Corporation.

26. For the protection of the mayor aldermen and burgesses of the borough of Southampton (in this section referred to as "the corporation") the following provisions shall notwithstanding anything contained in this Act and

except so far as it may be otherwise agreed in writing between the Company and the corporation under their respective common seals apply and have effect (that is to say):—

(1) The Company shall not under the powers of this Act enter upon take or use any lands of the corporation other than a strip of land not exceeding ten feet in width coloured red on the plan signed in duplicate by Edward Charles Rodda on behalf of the corporation and by Alfred Weeks Szlumper on behalf of the Company and notwithstanding the taking of such piece of land the corporation shall retain and be entitled to maintain extend enlarge renew and use any adit thereunder:

(2) The Company in constructing new road (No. 1) and new road (No. 2) shall at their own expense provide and lay down ready for use to the satisfaction in all respects of the corporation in and under the said new road (No. 2) and so much of new road (No. 1) as is situate between the junction of the said new road (No. 2) with the said new road (No. 1) and the place where such new road (No. 1) crosses the Redbridge main road a good and sufficient main and other works (in this section referred to as "the substituted main") as the corporation reasonably consider necessary in substitution for the then existing mains pipes and other works of the corporation (in this section referred to as "the existing main") on in and under the portion of Redbridge Causeway and the bridges carrying the same over the River Test situate between the commencement of the said new road (No. 2) and the Redbridge main road:

(3) The Company shall at their own expense make all necessary connections between the existing main and the substituted main in such manner as the corporation may reasonably require:

(4) The substituted main shall be of such size as the corporation shall reasonably require but if it is of larger capacity than the existing main the additional expense incurred by using a substituted main of such larger capacity shall be borne by the Corporation:

A.D. 1923.

(5) When the Company shall have provided and laid down the substituted main and have connected the same to the existing main to the reasonable satisfaction of the corporation the Company may remove and appropriate the existing main:

(6) Until the substituted main shall have been laid down by the Company and connected to the existing main as provided in this section—

(*a*) The corporation shall be entitled to retain maintain repair enlarge renew and use their mains pipes and other works (in this section referred to as "apparatus") in the Redbridge Causeway (including the bridges carrying that causeway over the River Test) and in the Redbridge level crossing to be closed under the powers of this Act and from time to time to lay down and maintain additional apparatus therein and notwithstanding the stopping up of the said causeway and closing of the said level crossing to exercise in reference thereto all such powers as they could have exercised if they had remained highways and had not been closed;

(*b*) The Company shall not do anything to impede or interfere with the passage of water through such apparatus; and

(*c*) If the Redbridge Causeway (including the said bridges) shall be stopped up the Company shall maintain the same in good and proper condition for carrying the apparatus of the corporation until the Company have laid down the substituted main and connected the same to the existing main as aforesaid:

(7) Not less than twenty-one days before commencing any of the works by this Act authorised affecting any portion of any street or road in or under which any apparatus of the corporation is situate the Company shall deliver to the corporation a plan section and description of such works describing the proposed manner of executing the same and showing the whole of the works proposed to be executed in connection therewith:

(8) The corporation may at any time within twenty-one days of the receipt of such plan section and description by notice in writing intimate to the Company their requirements so far as such works involve interference with the apparatus of the corporation and they may require the Company in such manner and to such extent as may be reasonably specified by the corporation to provide and lay down protective and other works and apparatus and to remove raise sink or otherwise alter the position of the apparatus and support the same and to substitute temporarily or otherwise other apparatus and to lay or place under over or around any apparatus cement concrete or other like substance:

Provided that if the corporation shall not within the said period of twenty-one days give any such notice in writing to the Company as aforesaid they shall be deemed to have no requirements to intimate to the Company:

(9) The Company shall not construct such works as aforesaid except in strict accordance with the said plan section and description as delivered to the corporation or as amended to meet the requirements of the corporation or as determined by arbitration as hereinafter provided and shall carry out all works in connection with the apparatus of the corporation as may be approved by the corporation or settled by arbitration All works referred to in this subsection shall be executed at the Company's expense and under the superintendence (if given) and to the reasonable satisfaction of the engineer of the corporation:

(10) Not less than fourteen days before commencing the construction of any such works as aforesaid the Company shall give to the corporation notice in writing of their intention to commence such construction and shall state in such notice the place and time at which they propose so to commence and if within seven days after the receipt of such notice the corporation shall give notice to the Company of their intention themselves to lay down the

A.D. 1923.

substituted main or any substituted apparatus or to execute any other works to or in connection with any apparatus of the corporation as provided by this section it shall be lawful for the corporation instead of the Company to lay down such substituted main or apparatus or execute such works and the reasonable expense incurred by them in so doing shall on demand be repaid to the corporation by the Company :

(11) The Company shall not raise sink or otherwise alter the position of any apparatus of the corporation or alter the level of any street or road in which any such apparatus is situate so as to leave when the works are completed over such apparatus a covering of less than three feet unless the Company shall in such case protect such apparatus from frost or injury by artificial covering to the reasonable satisfaction of the corporation or more than five feet unless the Company in such case provide special means of access to the same to the reasonable satisfaction of the corporation In the case of any apparatus of the corporation situate in any street or road to be carried by the Company over the railway by means of a bridge the Company shall make such reasonable provision for carrying the said apparatus over such bridge and the approaches thereto as the corporation may reasonably require :

(12) The corporation may when reasonably necessary employ watchmen or inspectors to watch any works to be executed by the Company under this section or any other provision of this Act whereby any apparatus of the corporation will or may be interfered with or affected and any expense reasonably incurred by the corporation in the employment of such watchmen or inspectors shall be repaid by the Company :

(13) The reasonable expenses of all repairs or renewals of any apparatus of the corporation or the substituted main or any works in connection therewith respectively which may at any time after the completion of the works of the Company be rendered necessary by or in consequence

of the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of such works or at any time thereafter shall be borne by the Company and paid by them on demand to the corporation:

(14) Notwithstanding the closing of the level crossing at the east end of Totton Station the corporation shall be entitled to retain maintain repair renew enlarge and use their apparatus in and under such level crossing to lay down and maintain additional apparatus therein and thereunder and to exercise in reference thereto all such powers as they could have exercised if the level crossing had not been closed:

(15) The Company shall in constructing the new road (No. 1) new road (No. 2) and new road (No. 3) and the bridges for carrying the same over the River Test and the railway of the Company provide if reasonably required by and at the expense of the corporation either proper and sufficient accommodation under the roadways or footways of the said roads and bridges for two additional mains of at least twelve inches in diameter or brackets or other attachments at the side or underside of the said bridges for carrying such mains over the same:

(16) If any difference arises under this section between the Company and the corporation that difference shall be referred to arbitration the arbitrator being appointed by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration:

(17) Any powers conferred upon the county council of the administrative county of Southampton by or under this Act shall be exercised only subject to the provisions of this section and in the application of those provisions the said county council shall be deemed to be the Company.

A.D. 1923.

For protection of Southampton Gaslight and Coke Company.

27. For the protection of the Southampton Gaslight and Coke Company (in this section referred to as "the gas company") the following provisions shall notwithstanding anything contained in this Act and except so far as it may be otherwise agreed in writing between the Company and the gas company under their respective common seals apply and have effect (that is to say):—

(1) In constructing new road (No. 1) the Company shall not in any way impede or interfere with the gas company's access to the private road leading from Redbridge main road near the point of termination of such new road to the adjacent holder station of the gas company nor in any way interfere with the mains pipes or other apparatus of the gas company in on or under such private road or the supply of gas by means thereof The expense reasonably incurred by the gas company in and about raising lowering or otherwise altering the position of any mains pipes or other apparatus of the gas company in on or under the said private road or Redbridge main road rendered necessary by the construction of new road (No. 1) and any works in connection therewith shall on demand be repaid to the gas company by the Company:

(2) The provisions of subsections (2) to (17) of the section of this Act of which the marginal note is "For protection of Southampton Corporation" shall apply and have effect as if they were inserted in this section with the substitution of the expressions "the gas company" "the substituted mains" and "gas" for the expressions "the corporation" "the substituted main" and "water" respectively.

Power to Company to acquire lands.

28. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands hereinafter described or referred to and delineated on the deposited plans and described in the deposited book of reference relating thereto and in connection therewith

the Company may exercise the powers hereinafter mentioned (that is to say) :— A.D. 1923.

In the county of Middlesex—

Certain lands in the urban district of Twickenham on the south side of and adjoining the Company's Windsor line and Twickenham goods yard and lying between the said line and Amyand Park Road :

In the county of Surrey—

Certain lands in the urban district of Esher and The Dittons on the north side of and adjoining the Company's London and Southampton Railway and extending between points respectively about 300 and 600 yards west of Esher West signal box ;

Certain lands in the parish of East Horsley lying between and at the junction of the Surbiton and Guildford Railway and the Leatherhead Branch of the Company :

In the county of Southampton—

Certain lands in the county borough of Southampton lying on the east side of the Northam goods yard of the Company being portions of the premises known as Nos. 27 to 47 (odd numbers) Radcliffe Road ;

Certain lands in the borough of Lymington situate on the west side of and adjoining the Company's Lymington Branch at the level crossing about 730 yards north-west of Lymington Town signal box :

In the county of Devon—

Certain lands in the urban district of Crediton lying to the south of the Company's property at Crediton Station and may stop up the occupation level crossing at the east end of the said station.

Power to divert and stop up road and footpaths.

29. Subject to the provisions of this Act the Company may divert the road and footpaths referred to in the following table in the manner shown upon the deposited plans and sections and may stop up and cause to be discontinued as a road or footpath so much of any

A.D. 1923.

existing road or footpath as will be rendered unnecessary by the new portion of road or footpath so shown on the said plans (that is to say) :—

Work.	Area.	No. of Road or Footpath on Plan.
Widening (No. 2) -	Parish of Compton -	11
New Roads (Nos. 1 and 2).	Parish of Eling -	16
	Parish of Millbrook -	44

Stopping up roads and footpaths without providing substitute.

30. Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place unless the Company are owners in possession of all houses and lands on both sides thereof except so far as the owners lessees and occupiers of such houses and lands may otherwise agree and from and after such stopping up all rights of way over or along the road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their respective undertakings the site of the road or footpath or portion thereof so stopped up :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Stopping up roads and footpaths in case of diversion.

31. Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.

Before applying to the justices for their certificate the Company shall give to the road authority of the

district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same. A.D. 1923

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing roads or footpaths or portions authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof stopped up as far as the same is bounded on both sides by lands of the Company:

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

For protection of Postmaster-General.

32. Notwithstanding the stopping up and extinguishment of rights of way under the provisions of this Act of and over any portion of the existing Southampton-Bournemouth main road the Postmaster-General may if he so desires (without derogation from any other rights vested in him) remove from the said portion of road any telegraphic line of the Postmaster-General which is on or under the same and the Company shall pay to the Postmaster-General the expenses incurred by him of and incidental to the removal of such telegraphic line and of any telegraphic line connected therewith which in consequence will be rendered useless and the substitution of a telegraphic line in such other place as the Postmaster-General may require.

"Telegraphic line" in this section has the same meaning as in the Telegraph Act 1878.

Further provision as to repair of roads and footpaths.

33. Any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when

A.D. 1923.

made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district or borough as the road or footpath or portion of road or footpath in question.

As to private rights of way over lands acquired.

34. Subject to the provisions of this Act all private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Owners may be required to sell parts only of certain properties.

35. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties" :

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making

compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matter under this section shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may

A.D. 1923.

withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Power to acquire easements compulsorily.

36. Subject to the provisions of the section of this Act of which the marginal note is "Crown rights" the Company may purchase and acquire an easement or right of making and maintaining the widenings (No. 1) and (No. 2) over the Itchen Navigation and the new road (No. 1) over the River Test respectively without the Company being obliged or compellable to purchase any greater interest in respect thereof.

Period for compulsory purchase of lands.

37. The powers of the Company for the compulsory purchase for the purposes of this Act of lands shown on the deposited plans and easements in respect thereof shall cease on the first day of October one thousand nine hundred and twenty-six.

Power to owners to grant easements &c.

38. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act

grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the Lands Clauses Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to enter upon property for survey and valuation.

39. The Company and their surveyors officers contractors and workmen may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from time to time twelve hours' previous notice enter upon and into the lands and premises by this Act authorised to be taken and used as aforesaid or any of them for the purpose of surveying and valuing the said lands and premises without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and premises.

Costs of arbitration in certain cases.

40. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo

A.D. 1923.

and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Compensation in case of recently altered buildings.

41. In settling any question of disputed purchase money or compensation for lands acquired by the Company under the powers of this Act the tribunal settling the same shall not award any sum of money for or in respect of any improvement or alteration made or any building erected after the first day of November one thousand nine hundred and twenty-two if in the opinion of the tribunal the improvement alteration or building in respect of which the claim is made was made or erected with a view to obtaining or increasing compensation nor in the case of any estate or interest in the lands created after the said date which in the opinion of the tribunal was created with a view to obtaining or increasing compensation shall any sum of money be awarded so as to increase the total amount of compensation which would otherwise have been required to be paid in respect of the acquisition by the Company of such lands.

Confirmation of purchase of lands by Company.

42. The Company may hold use and appropriate for the purposes of their undertaking the following lands and properties which have already been acquired by them and the expenditure of money by the London and South Western Railway Company and the Company in or about the purchase or acquisition thereof or the works executed thereon is hereby sanctioned and confirmed (that is to say) :—

In the county of London—

Certain lands and premises in the metropolitan borough of Battersea known as No. 140 New Road :

In the county of Middlesex—

Certain lands and premises in the urban district of Feltham known as Nos. 1 to 23 43 to 47 and 51 to 65 (odd numbers) Queen's Road Feltham ;

Certain lands in the said urban district abutting on the south side of the Company's Windsor line and lying between No. 65 Queen's Road and Harlington Road East ;

Certain lands and premises in the said urban district known as Nos. 10 and 12 Hounslow Road ; A.D. 1923.

Certain lands and premises in the said urban district known as Bridge House Feltham ;

Certain lands and premises in the said urban district abutting on the north side of the Company's Windsor line east of Hounslow Road ;

Certain lands in the said urban district lying to the south of the Feltham goods yard of the Company to the east of Harlington Road East ;

Certain lands in the urban district of Twickenham lying on the west side of Hanworth Road north of Hanworth Lodge ;

Certain lands in the urban district of Heston and Isleworth on the north-west side of the Company's Windsor line adjoining Ranelagh Drive ;

Certain lands in the last-mentioned urban district abutting on the north side of the Company's Windsor line at the south-west corner of Hounslow Heath ;

Certain lands in the urban districts of Feltham and Heston and Isleworth and the parish of Hanworth in the rural district of Staines lying to the south of the Company's Windsor line on both sides of the River Crane :

In the county of Surrey—

Certain lands and premises in the borough of Guildford known as Nos. 37 to 43 (odd numbers) and 54 to 64 and 70 to 76 (even numbers) Walnut Tree Close ;

Certain lands in the urban district of Merton and Morden north of the Company's London and Southampton Railway west of West Barnes Lane :

In the county of Southampton—

Certain lands and premises in the borough of Basingstoke known as Half Moon House Chapel Hill ;

Certain lands and premises in the urban district of Fareham known as West End House ;

A.D. 1923.

Certain lands and premises in the county borough of Southampton adjoining Victoria Road Grove Road and Onslow Road Woolston ;

Certain lands in the said borough lying between Obelisk Road and the north end of Thorneycroft Avenue Woolston ;

Certain lands and premises in the said borough known as Nos. 14 and 15 Nelson Street ;

Certain lands and premises in the said borough known as St. Nicholas Rectory and Gordon House Millbrook Road ;

Certain lands and premises in the urban district of Gosport and Alverstoke known as No. 15 Brougham Street Forton :

In the county of Wilts—

Certain lands and premises in the parish of Dinton and rural district of Wilton on the west side of Ford Lane north of Dinton Station :

In the county of Somerset—

Certain lands and premises in the parish of Misterton and rural district of Chard situate on both sides of Mill Lane south of the Company's Exeter Extension Railway :

In the county of Devon—

Certain lands in the city of Exeter lying to the south of and adjoining the Company's Yeovil and Exeter Branch east of its junction with their Exmouth Branch ;

Certain lands and premises in the said city known as No. 17 Northernhay Street ;

Certain lands and premises in the parish and rural district of Broadwoodwidger known as Nos 4 5 and 6 Bridge Park Cottages ;

Certain lands and premises in the parish of Colebrook and rural district of Crediton about 100 yards north of Penstone Bridge ;

Certain lands and premises in the parish of Newton St. Cyres and rural district of Crediton to the north of and adjoining St. Cyres Station ;

Certain lands and premises in the parish of Okehampton Hamlets and rural district of Okehampton known as Nos. 1 to 6 Highland View ;

Certain lands and premises in the borough of Bideford known as Nos. 24 and 25 Torrington Street;

Certain lands and premises in the borough of Bideford known as Torridge House and lying on both sides of Torrington Street:

In the county of Cornwall—

Certain lands and premises in the borough of Launceston being Nos. 1 to 8 Broadland Terrace Tredydan Road;

Certain lands and premises in the urban district of Wadebridge south of Wadebridge Station and known as Elmhurst.

As to private street expenses in certain cases.

43.—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act (*a*) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (*b*) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

(2) The expenses incurred by any urban or rural authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban or rural authority as the case may be by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban or rural authority as the case may be.

(3) In the event of the Company subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay to the urban or rural authority as the case may be the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay.

(4) The urban or rural authority as the case may be shall divide among the owners for the time being other than the Company the amount so paid by the Company

A.D. 1923.

to the urban or rural authority as the case may be less the costs and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive.

(5) This section shall not apply to any street existing at the passing of this Act.

Power to Company and others to lease &c. lands.

44. Notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company with which that Act is incorporated the Company shall not be required to sell or dispose of any lands or premises which from time to time have been purchased or acquired by the Company or any company whose undertaking now forms part of the undertaking of the Company adjoining or near to any railways docks or stations belonging or leased to or worked or managed by the Company or any lands or premises acquired by the Company under the powers of this Act and which lands or premises are not immediately or may not hereafter be required for the purposes of the undertaking of the Company but the Company may retain hold and use or may sell mortgage demise lease or otherwise dispose of such lands and premises.

For the purposes of this section the expression "the Company" means and includes in addition to the Company any joint committee incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any lands or premises which from time to time have been purchased or acquired by the Company or any company whose undertaking now forms part of the undertaking of the Company jointly with any other company means and includes the Company and such other company or the Company whose undertaking now includes the undertaking of such other company.

Extension of time for completion of works.

45. The periods now limited by orders made by the Minister of Transport under the Special Acts (Extension of Time) Act 1915 for the completion of—

(*a*) Railway No. 2 and the graving dock (Work B) sea walls or embankments (Works B 1 and B 2) and channel authorised by the South Western Railway Act 1909;

(*b*) The railway in the parish and urban district of Sutton authorised by the London Brighton and South Coast Railway Act 1901; and

(*c*) Railways Nos. 3 4 5 and 6 and widenings Nos. 2 3 4 and 5 authorised by the London Brighton and South Coast Railway Act 1903;

are hereby extended until the first day of October one thousand nine hundred and twenty-six and the said Acts shall be read and construed as if the period limited by this section for the completion of the said works had been the period limited by the said Acts for the completion thereof respectively.

Extension of time for compulsory purchase of lands.

46. The periods now limited by orders made by the Minister of Transport under the Special Acts (Extension of Time) Act 1915 for the compulsory purchase of—

(*a*) Lands required for the purposes of or in connection with Railway No. 2 authorised to be acquired by the South Western Railway Act 1909;

(*b*) Lands required for the purposes of or in connection with the widening of the railway between Twickenham and Richmond and the additional lands in the parish and urban district of Itchen authorised to be acquired by the South Western Railway Act 1913;

(*c*) Lands required for the purposes of or in connection with widenings Nos. 3 and 4 and the additional lands in the parish and metropolitan borough of Lambeth in the parish and urban district of Newhaven and the parishes of Piddinghoe and South Heighton in the rural district of Newhaven authorised to be acquired by the London Brighton and South Coast Railway Act 1914;

are hereby extended until the first day of October one thousand nine hundred and twenty-five but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised.

For protection of Surrey County Council.

47. For the protection of the county council of the administrative county of Surrey (in this section referred to as "the council") the following provisions shall notwithstanding anything contained in the London Brighton and South Coast Railway Act 1901 or this Act or the Acts incorporated therewith have effect

A.D. 1923.

unless otherwise agreed in writing between the council and the Company (that is to say) :—

(1) Any bridge hereafter constructed by the Company to carry the highway from London to Reigate over the railway in the parish and urban district of Sutton authorised by section 6 of the London Brighton and South Coast Railway Act 1901 shall be so constructed as not permanently to encroach upon any portion of the said highway as shown and coloured red upon the plan signed by William Percival Robinson on behalf of the council and Oswald George Cooper Drury on behalf of the Company :

(2) The Company shall not commence the construction of any such bridge until they shall have given to the council not less than ninety days' notice in writing of their intention to commence the same by leaving such notice at the office of the council with drawings giving the necessary particulars of the design of the proposed bridge :

(3) Any difference which may arise between the Company and the council under this section shall be determined by an arbitrator to be appointed by the Minister of Transport upon the request of either party and subject thereto the provisions of the Arbitration Act 1889 shall apply.

For protection of London County Council.

48. Subsection (2) (*b*) of section 14 (For protection of London County Council) of the London Brighton and South Coast Railway Act 1914 shall be read and have effect as if the words " within ten years from the passing of the Southern Railway Act 1923 " were inserted therein in lieu of the words " within ten years from the passing of this Act."

For protection of Croydon Corporation.

49. Section 16 (For protection of Croydon Corporation) of the London Brighton and South Coast Railway Act 1914 shall be read and have effect as if the words " and the Southern Railway Act 1923 " were inserted in subsection (9) (*a*) thereof after the words " under and for the purposes of this Act " and in subsection (10) thereof after the words " under the powers of this Act " and as if the words " within ten years from the passing of the Southern Railway Act 1923 " were inserted in

subsection (9) (*a*) thereof in lieu of the words "within ten years from the passing of this Act." A.D. 1923.

For protection of War Department and Air Council.

50. Nothing in this Act contained authorises the Company—

(1) To take enter upon use or interfere with any land soil or water or any right in respect thereof for the time being vested in or in the occupation of or exercised or exerciseable by His Majesty's Principal Secretary of State for the War Department (in this section referred to as "the Secretary of State") or in of or by the President of the Air Council (in this section referred to as "the President") or in of or by any other person body or corporation acting for or on behalf of the Secretary of State or the President without the consent of the Secretary of State or the President (as the case may be) signified in writing under his hand which consent the Secretary of State and the President respectively are or either of them is authorised to give subject to such special or other conditions as they or he shall see fit to impose on the Company; or

(2) To take away lessen prejudice or alter any rights privileges or powers vested in or exercised or exerciseable by the Secretary of State or the President without such consent as aforesaid.

Rates and tolls in respect of Southampton Docks undertaking.

51.—(1) Schedules (A) (B) (C) (D) (E) (F) and (G) set forth in the Second Schedule to this Act shall be substituted for Schedules (A) (B) (C) (D) and (E) annexed to the Southampton Docks Act 1871 and that Act and any other Act relating to the docks undertaking of the Company at Southampton shall be read and construed accordingly Provided that references to Schedules (D) and (E) in section 55 (Power to take rates upon goods) of the said Act shall be deemed to refer to Schedules (D) (E) (F) and (G) set forth in the Second Schedule to this Act and the said section shall be read and have effect as if the words "unloading stacking unstacking haulage over dock rails" were inserted after the word "loading" where it occurs in that section.

(2) Section 47 (Company may charge for services rendered not otherwise provided for) of the said Act of

A.D. 1923. 1871 is hereby repealed and the Company may make reasonable charges for all work done services rendered facilities afforded or appliances provided for which no charge is prescribed by this or any other Act.

Revision of Southampton Dock rates.

52.—(1) If at any time after the fifteenth day of February one thousand nine hundred and twenty-four it is represented in writing to the Minister of Transport—

(*a*) by any chamber of commerce or shipping or any representative body of traders or any person who may obtain a certificate from the Board of Trade that he is in the opinion of the Board of Trade a proper person for the purpose; or

(*b*) by the Company;

that under the circumstances then existing all or any of the rates rents tolls or charges authorised by this Act or in pursuance of this section in respect of the Docks undertaking of the Company at Southampton should be revised the said Minister may if he thinks fit after inquiry in pursuance of any such representation make an order revising all or any of such rates rents tolls or charges as aforesaid and may fix the date as from which such order shall take effect and thenceforth such order shall be observed until the same is revoked or modified by an order of the said Minister made in pursuance of this section Provided that the revised maximum rates rents tolls or charges as authorised by any such order shall not—

(*a*) be less than the rates or charges actually charged on the fourth day of August one thousand nine hundred and fourteen; or

(*b*) be more than the statutory maximum charges authorised by this Act.

(2) No application may be made under this section for a general revision of rates rents tolls and charges for the time being authorised under this Act within twelve months after the date of an order made by the Minister of Transport for a general revision thereof and no application may be made for a revision of any particular rates rents tolls or charges within twelve months after the date of an order made by the said Minister for a general revision or of any previous application for

a revision of the particular rates rents tolls or charges in question.

(3) The provisions of Part I. of the Board of Trade Arbitrations &c. Act 1874 shall apply for the purposes of this section as if the Minister of Transport were referred to therein in lieu of the Board of Trade and as if in section 4 the words " under the seal of the Minister of Transport " were substituted for the words " by writing under the hand of the President or one of the secretaries of the Board."

As to use of level crossings at Nine Elms Lane.

53. Notwithstanding anything contained in any Act to the contrary but subject to such regulations for working the traffic as the Minister of Transport may from time to time approve engines carriages and wagons drawn or propelled by steam electricity or any other mechanical power may be used upon the railways of the Company where laid across and on the level of Nine Elms Lane in the metropolitan borough of Battersea Provided that such steam electricity or other mechanical power shall be entirely contained in and carried along with the engines carriages or wagons.

For protection of Battersea Borough Council.

54. For the protection of the metropolitan borough council of Battersea (in this section referred to as " the council ") the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect (that is to say) :—

(1) In the exercise of the powers of the section of this Act of which the marginal note is " As to use of level crossings at Nine Elms Lane " the Company shall not injure any sewers electric lines or apparatus or other property of the council and shall at the request of the council execute and do all such works and things as they may reasonably require for the protection of such sewers electric lines or apparatus or other property and for preserving full and free access thereto :

(2) The Company shall take all necessary steps to secure the safety of and to avoid so far as is reasonably practicable delay to persons and traffic in Nine Elms Lane :

(3) Any difference which may arise between the Company and the council under this section

A.D. 1923.

shall be determined by an arbitrator to be appointed by the Minister of Transport upon the request of either party and subject thereto the provisions of the Arbitration Act 1889 shall apply :

(4) Nothing in this section contained shall prejudice or affect the rights powers privileges or authorities of the council under the Battersea Electric Lighting Order 1896 confirmed by the Electric Lighting Orders Confirmation (No. 5) Act 1896.

Abandonment of portion of East Southsea Branch Railway.

55. Subject to the provisions of this Act the Company may abandon and discontinue the maintenance and use of the railway from Fratton to East Southsea authorised by the Southsea Railway Act 1880 except so much thereof as lies to the north of the northern side of the existing bridge carrying Goldsmith Avenue over the said railway and may remove the rails and other works forming the portion of the said railway to be abandoned and notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 the Company may hold sell lease or otherwise dispose of or retain hold or apply to the purposes of their undertaking the site and soil of any part of the said railway so abandoned as aforesaid.

For protection of local and road authorities and adjoining owners.

56. Subject to the provisions of the section of this Act of which the marginal note is "For protection of Portsmouth Corporation and others" but notwithstanding any other provision of this Act the Company shall continue liable to maintain any bridges roads conduits drains fences and accommodation works in connection with the portion of the said railway to be abandoned which they are now liable to maintain unless and until otherwise agreed with the local or road authority concerned or the body or person for the accommodation of whose lands any such works have been constructed.

For protection of Portsmouth Corporation and others.

57. For the protection of the mayor aldermen and burgesses of the borough of Portsmouth (in this section referred to as "the corporation") and of the Borough of Portsmouth Waterworks Company (in this section referred to as "the water company") and of the Portsea Island Gaslight Company (in this section

referred to as "the gas company") the following provisions shall unless otherwise agreed in writing between the corporation or the water company or the gas company (as the case may be) on the one hand and the Company on the other hand have effect (that is to say) :—

(1) The Company shall within one year from the date of the passing of this Act demolish and remove the bridges respectively carrying Goldsmith Avenue Jessie Road Albert Road and the road leading from Craneswater Avenue to St. Ronan's Road in the borough of Portsmouth over the railway of the Company from Fratton to East Southsea and reconstruct in the lines and of the dimensions and according to the levels shown and marked on the plan hereinafter mentioned (in this section referred to as "the signed plan") the portions of the said roads which are coloured brown on the signed plan Provided that as respects the said bridge carrying the road leading from Craneswater Avenue to St. Ronan's Road over the said railway the Company shall be at liberty if they think fit in lieu of reconstructing the existing road to construct two new roads in the lines shown by a pink colouring and of the dimensions and according to the levels shown and marked on the signed plan The plan hereinbefore referred to is the plan signed by the Right Honourable James Fitzalan Hope the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred of which plan copies have been deposited in the Parliament Office of the House of Lords and in the Private Bill Office of the House of Commons and with the Company and with the corporation :

(2) In executing the works referred to in subsection (1) of this section the Company shall—

(*a*) form the reconstructed portions of roads and any such new roads as aforesaid of the same materials and according to the same method of construction as the existing roads and make up pave channel and kerb the same;

(*b*) take up and relay or replace on or in the said roads as reconstructed or on or in

A.D. 1923.

the said new roads (as the case may be) the tramways (including all posts wires cables and apparatus connected therewith) sewers drains lamps lamp posts electric wires and apparatus of the corporation and the mains pipes and apparatus of the water company and the gas company and the communication pipes of their respective consumers (if any) laid or placed on or in the carriageway or footway of the said bridges and the approaches thereto and of any other portions of the said roads which are coloured brown on the signed plan Provided that—

(i) the Company shall not take up or interfere with the said sewers drains lamps lamp posts electric wires mains pipes and apparatus or do anything to prevent or interfere with the uninterrupted flow of sewage and drainage through such sewers and drains or the uninterrupted supply of electricity water or gas through or by means of such lamps lamp posts electric wires mains pipes or apparatus until they shall have completed the laying in accordance with the provisions of this section of substituted sewers drains lamps lamp posts electric wires mains pipes or apparatus with all necessary junctions and communications or shall have made to the reasonable satisfaction of the corporation or the water company or the gas company (as the case may be) other arrangements for securing such uninterrupted flow or supply as aforesaid;

(ii) in any case in which it is impracticable to take up and relay or replace any such sewers drains lamps lamp posts electric wires mains pipes or apparatus as aforesaid without interfering with such uninterrupted flow or supply as aforesaid the Company shall lay or place substituted sewers drains lamps lamp posts electric wires mains pipes or apparatus on or in the said roads as reconstructed or the said new roads (as the case may be) before interfering in any way

with the existing sewers drains lamps lamp posts electric wires mains pipes or apparatus;

(iii) the sewers drains mains pipes or apparatus as relaid or replaced by the Company or any such substituted sewers drains mains pipes or apparatus shall be of the same materials and dimensions as those of the existing sewers drains mains pipes or apparatus respectively unless the corporation or the water company or the gas company (as the case may be) by notice in writing require the Company to lay down or place sewers drains mains pipes or apparatus of other materials or of larger dimensions than those of the existing sewers drains mains pipes or apparatus in which case the Company shall comply with the requirement and the corporation or the water company or the gas company (as the case may be) shall repay to the Company the amount (if any) by which the cost reasonably incurred by the Company in providing and laying or placing sewers drains mains pipes or apparatus of such other materials or of such larger dimensions exceeds the cost which would have been reasonably incurred in relaying the existing sewers drains mains pipes or apparatus or in providing and laying or placing substituted sewers drains mains pipes or apparatus of the same materials and dimensions as those of the existing sewers drains mains pipes or apparatus;

(iv) all sewers drains lamps lamp posts electric wires mains pipes and apparatus laid or placed on or in the carriageway or footway of the said bridges and approaches or of any other portions of the said roads coloured brown on the signed plan and not utilised by the Company in complying with their obligations under the provisions of this subsection shall become and be the property of the Company;

(*c*) reinstate so far as practicable all existing fences and boundary walls and (in

A.D. 1923.

any case in which such reinstatement is impracticable or in which the reconstruction of portions of the said roads or the construction of the said new roads renders necessary the provision of a fence or boundary wall where no fence or boundary wall previously existed) if and as required by the corporation provide and erect new fences or boundary walls on each or either side of the said portions of roads or new roads respectively :

(3) Not less than one month before commencing to execute any such works as aforesaid the Company shall submit to the corporation plans sections and particulars of all such works and shall also submit to the water company and to the gas company plans sections and particulars of so much of such works as affects the mains pipes and apparatus of those companies respectively and of their respective consumers (if any) and the said works shall not be executed otherwise than in accordance with the plans sections and particulars as approved by the corporation and the water company and the gas company or (in case of difference between the Company on the one hand and the said parties or any of them on the other hand) as settled by arbitration in the manner hereinafter provided Provided that if the corporation and the water company and the gas company respectively shall not within one month from the delivery to them of such plans sections and particulars as aforesaid intimate in writing to the Company their disapproval thereof or make any requirement with reference thereto they shall respectively be deemed to have approved thereof :

(4) All such works as aforesaid shall be completed with the utmost practicable expedition after the commencement thereof respectively and shall (subject as in this section provided) be executed by and at the expense of the Company and under the superintendence (if given after reasonable notice from the Company) and to

the reasonable satisfaction of the corporation and the water company and the gas company respectively Provided that—

(*a*) if at any time within one month from the delivery to them respectively of such plans sections and particulars as aforesaid the corporation or the water company or the gas company shall give to the Company notice in writing of their desire themselves to execute (as respects the corporation) the alterations of the said tramways sewers drains lamps lamp posts and electric wires and apparatus or (as respects the water company or the gas company) the alterations of their or their consumers' mains pipes or apparatus the said alterations shall not be executed by the Company but shall be executed by the corporation or the water company or the gas company (as the case may be) at such times as the Company may reasonably require and the Company shall on demand repay to the corporation and the water company and the gas company respectively the costs charges and expenses reasonably incurred by them respectively in executing such alterations; and

(*b*) if in relaying the said tramways the Company shall provide and lay new rails posts wires cables or apparatus in lieu of utilising the existing rails posts wires cables and apparatus (as to which they shall comply with the reasonable requirements of the corporation) the corporation shall on the completion of such relaying pay to the Company such a sum as may be agreed between the Company and the corporation or as (failing such agreement) shall be determined by arbitration to represent the amount of the depreciation (due to wear and tear) in the original value of the existing rails posts wires cables or apparatus (to the extent of a length or quantity equal to the length or quantity of the new rails posts wires cables or apparatus provided and laid by the Company)

A.D. 1923.

not utilised by the Company for the purpose of such relaying :

(5) The Company shall so far as may be reasonably practicable execute all such works as are referred to in subsections (1) and (2) of this section without stopping up or interfering with the use for traffic of all kinds of the roads referred to in the said subsection (1) and the Company shall not in any event stop up or prevent the use by traffic of all kinds of (*a*) and of the said roads for any longer period than the corporation shall reasonably allow or (*b*) more than one of the said roads at any one time and shall comply with such reasonable requirements or directions as the corporation may from time to time give for minimising the interruption of or interference with traffic by or in consequence of the carrying into effect of the provisions of this section :

(6) The Company shall within one year from the date of the passing of this Act take up and remove the rails and sleepers of the portion of the Fratton and East Southsea Railway by this Act authorised to be abandoned and shall after such taking up and removal so far as reasonably practicable make and keep clean and free from any unsightly materials or things any portion of the site thereof of which they are for the time being the owners :

(7) The Company shall be responsible for and make good or pay compensation for all injury or damage to any person or to any property (whether belonging to the corporation or to any other party) caused by or resulting from the carrying into effect of the provisions of this section other than injury or damage caused by or resulting from the neglect or default of the corporation the water company or the gas company or their respective contractors agents or servants The amount of such compensation shall be such as may be agreed between the Company and the party claiming the same or as failing such agreement shall be determined under the Arbitration

Act 1889 by a single arbitrator to be agreed upon or failing agreement to be appointed on the application of either party (after notice in writing to the other of them) by the Board of Trade:

(8) All portions of roads as reconstructed under the provisions of this section and any such new roads as are referred to in the proviso to subsection (1) of this section shall for all purposes be deemed to be public highways and the site and so much of the soil thereof as is necessary for the repair and maintenance of the said highways and for affording accommodation for any sewers drains pipes electric lines or works or tramway works of the corporation shall be vested in the corporation The Company shall at their own expense and to the reasonable satisfaction of the corporation maintain and keep in repair each such reconstructed portion or new road for a period of six months from the completion thereof respectively and thereafter the said reconstructed portions and new roads shall be repairable by and at the expense of the corporation:

(9) Section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 shall not apply to the execution of any works in pursuance of this section:

(10) As from the respective dates of completion of the reconstruction of roads in connection with the demolition of the bridges carrying Goldsmith Avenue and Jessie Road over the said railway and as respects any such new roads as are referred to in the proviso to subsection (1) of this section (if the Company shall exercise the option referred to in that proviso) as from the date of completion of such new roads all rights of way over—

(*a*) so much of Goldsmith Avenue as is coloured green on the signed plan;

(*b*) so much of Jessie Road as is coloured green on the signed plan; and

(*c*) (in the event of the said option being exercised but not otherwise) so much of the

A.D. 1923.

road leading from Craneswater Avenue to St. Ronan's Road as is situate between the lines marked A B and C D on the signed plan;

shall by virtue of this Act be extinguished and the site and soil of the said portions of road shall become and be the property of the Company:

(11) As from the passing of this Act all the rights and interests of the corporation in the land coloured green on the signed plan at the northern end of Festing Road and adjoining (on both sides) the road leading from Craneswater Avenue to St. Ronan's Road shall vest in the Company:

(12) In all deeds of conveyance by the Company to any person purchasing on or before the thirtieth day of June one thousand nine hundred and thirty-four the land forming the site of the said railway or any part thereof there shall be inserted a covenant by the purchaser not at any time before the said thirtieth day of June to erect upon the land so purchased any building without previously submitting to the Company plans and elevations thereof or other than such as may be approved by the Company The Company shall enforce all such covenants and before approving the plans and elevations of any such building as aforesaid they shall submit the same to the corporation and shall give due consideration to the views of the corporation thereon Provided that nothing in this subsection shall be construed as affecting or interfering with the application to any such building as aforesaid of the building byelaws of the corporation or any enactment relating to the erection of buildings in the borough of Portsmouth for the time being in force:

(13) If any difference shall arise between the corporation or the water company or the gas company on the one hand and the Company on the other hand under the provisions of this section such difference shall be referred to and determined by an arbitrator to be agreed upon

between the parties in difference or (failing such agreement) to be appointed on the application of either of such parties (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

Agreements as to works.

58.—(1) The Company and the mayor aldermen and burgesses of the borough of Portsmouth (in this section referred to as "the corporation") and any body or person being the owner lessee or occupier or otherwise interested in any land adjoining or near to the portion of the said railway to be abandoned may enter into and carry into effect agreements with reference to the removal construction alteration maintenance and repair by the contracting parties or any of them of embankments cuttings bridges level crossings roads conduits drains fences and accommodation works in over under or adjoining the said portion of railway and as to contributions by the corporation and such bodies and persons towards the cost thereof and any such agreement may provide for the transfer to and vesting in the corporation or any such body or person of any such works or the liability for the maintenance thereof.

(2) The making of any such contribution by the corporation shall be deemed to be a purpose for which under the provisions of any general Act relating to the powers of the corporation they may incur expenditure and the corporation may raise in like manner as money may be raised under the provisions of any such general Act the moneys necessary for the purpose of any such contribution as aforesaid.

As to alterations of telegraphic lines.

59. If any work executed by a local or road authority in pursuance of any agreement made under the provisions of this Act involves an alteration of a telegraphic line belonging to or used by the Postmaster-General the enactments contained in section 7 of the Telegraph Act 1878 shall apply to such alteration as if such local or road authority were "undertakers" within the meaning of the said Act.

Undertaking of Lynton

60. On and from the date of vesting the undertaking of the Lynton Company is hereby transferred

A.D. 1923.

Company vested in Company.

to and vested in and shall form part of the undertaking of the Company and on and from the said date the Lynton Company is hereby dissolved except for the purpose of winding up its affairs.

Consideration for transfer of Lynton Company.

61. The several persons who immediately before the date of vesting are the registered holders of shares in the capital of the Lynton Company (other than the Company and the holders of such shares who are the nominees of and who hold the same on behalf of the Company) shall in lieu of and in exchange for each share held by them respectively become and be entitled to the sum of twelve shillings which sum shall be paid to them respectively by the Company in exchange for and on the surrender to the Company of the certificate for such share and shall be accepted and held by them respectively in satisfaction of all claims in respect thereof.

Cancellation of shares and debentures of Lynton Company.

62. On and from the date of vesting all shares or debentures at any time issued or granted by the Lynton Company shall be cancelled and all charges constituted by any such shares or debentures shall cease and determine.

Lost certificates of shares of Lynton Company.

63. If any certificate of any share of the Lynton Company in substitution for which any cash is allocated under this Act be lost or destroyed then upon proof thereof and upon an indemnity being given to the reasonable satisfaction of the directors of the Company against any claim in respect of such lost or destroyed certificate the Company shall deliver to the person entitled to such cash a warrant for the amount to which he is entitled under this Act in substitution for the stock of which the certificate has been lost or destroyed.

Trusts affecting shares of Lynton Company.

64. Any cash paid under this Act to the holders of shares of the Lynton Company shall be held upon and subject to the same trusts liens charges powers and other legal or equitable rights privileges and restrictions as affected the shares for which by virtue of this Act the cash is paid and any reference in any Act of Parliament deed will codicil book document instrument or writing to any such shares shall be deemed to be a reference to the cash allocated in substitution therefor by virtue of this Act.

Repeal of provisions of Acts relating to Lynton Company.

65. On and from the date of vesting all the provisions of the Acts relating to the Lynton Company with reference to the incorporation and constitution of that company and the raising of money by that company are hereby repealed.

Saving for Postmaster-General.

66. Nothing in this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Lynton Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Lynton Company is transferred to and vested in the Company as freely and fully in all respects as he was entitled to do before the passing of this Act.

For protection of Great Western Railway Company.

67. In order to facilitate the transmission of traffic passing or intended to pass to or from places on or beyond the Lynton and Barnstaple Railway from or to places on or beyond the railways of the Great Western Railway Company (in this section referred to as "the Great Western Company") the Company and the Great Western Company shall at all times hereafter afford to each other all reasonable facilities for the convenient working forwarding and conveyance of such traffic including through rates and fares and as far as reasonably may be the efficient working of trains at convenient times so as to satisfy the reasonable requirements of the public for the reception forwarding transmission conveyance and delivery of such traffic and shall so far as circumstances reasonably admit accommodate manage and forward such traffic as effectually regularly and expeditiously as if it were their own proper traffic on terms to be agreed or failing agreement determined by an arbitrator to be appointed by the Minister of Transport Provided that the existing facilities for the interchange of traffic and the arrangements as to routes and invoicing of traffic which have been in operation between the Great Western Company and the Lynton Company prior to the passing of this Act shall be continued by

A.D. 1923.

and be binding upon the Company as if the Company had been parties to the said facilities and arrangements Provided also that in respect of competitive traffic the through rates and charges shall be in no case higher than those charged by the Company either by themselves or in connection with any other railway company by any competing route or routes.

Undertaking of Somerset Company vested in Company and Midland Company.

68. On and from the date of vesting the undertaking of the Somerset Company is hereby transferred to and vested in the Company and the Midland Company jointly in equal undivided moieties and such equal undivided moieties shall form part of the undertaking of the Company and of the Midland Company respectively and on and from the said date the Somerset Company is hereby dissolved except for the purpose of winding up its affairs.

Company and Midland Company to have equal rights in undertaking.

69. The Company and the Midland Company shall from and after the passing of this Act have equal rights each with the other in all respects as to the working and using of the undertaking of the Somerset Company and no advantage shall be given to or taken by either Company to the prejudice of the other and the agreement scheduled to the Somerset and Dorset Railway Leasing Act 1876 and section 25 (For giving effect to the scheduled agreement as to appointment &c. of joint committee) of that Act shall so far as applicable continue to apply and have effect in relation to the undertaking by this Act vested in the Company and the Midland Company.

Consideration for transfer of Somerset Company.

70.—(1) The several persons who immediately before the date of vesting are the registered holders of stock in the capital of the Somerset Company (other than the holders of such stock who are the nominees of and who hold the same on behalf of the Company or the Midland Company) shall in lieu of and in exchange for the stock held by them respectively and by virtue of this Act become and be registered holders of 4 per cent. debenture stock of the Midland Company in the proportion of eleven pounds five shillings of such stock for every one hundred pounds consolidated stock of the Company.

(2) Every person who by virtue of this Act becomes the holder of stock of the Midland Company shall (subject to the provisions of this Act) accept and be deemed

to have accepted such stock in substitution for the stock of the Somerset Company held by him and in satisfaction of all claims in respect thereof. A.D. 1923.

Cancellation of stock of Somerset Company.

71. On and from the date of vesting all stock at any time issued by the Somerset Company shall be cancelled and all charges constituted by any such stock shall cease and determine.

New certificates to stockholders.

72. Any holder of stock of the Somerset Company who shall deliver to the secretary of the Midland Company the certificate of such stock to be cancelled shall be entitled without payment to receive from the Midland Company in substitution for the certificate so delivered a certificate for the stock which is allocated to such holder by this Act in substitution for the stock of which the certificate is so delivered:

Provided that until such substitution the certificates of stock of the Somerset Company shall subject to the provision hereinafter contained relating to fractional parts of a pound of stock be deemed to be certificates of the stock of the Midland Company allocated to the holders of such certificates by this Act.

Lost certificates of stock of Somerset Company.

73. If any certificate of any stock of the Somerset Company in substitution for which any stock of the Midland Company is allocated under this Act be lost or destroyed then upon proof thereof and upon an indemnity being given to the reasonable satisfaction of the directors of the Midland Company against any claim in respect of such lost or destroyed certificate the Midland Company shall deliver to the person entitled to such certificate a certificate of the stock of the Midland Company which is allocated to him by this Act in substitution for the stock of which the certificate has been lost or destroyed.

Fractions.

74. No person shall become entitled under this Act to any fractional part of a pound of stock of the Midland Company but in every case in which any person would but for this provision have become entitled to a fractional part of a pound of such stock the Midland Company may at their option receive and recover from such person such a sum as will at the market value of such stock immediately after the date of vesting make up an even pound of stock or pay to such person in cash the aforesaid market value of such fractional part.

A.D. 1923.

Trusts affecting stock of Somerset Company.

75. Stock of the Midland Company substituted by virtue of this Act for any stock of the Somerset Company shall be held upon and subject to the same trusts liens charges powers and other legal or equitable rights privileges and restrictions as affected the stock for which by virtue of this Act the stock of the Midland Company is substituted and any reference in any Act of Parliament deed will codicil book document instrument or writing to any stock of the Somerset Company shall be deemed to be a reference to the stock of the Midland Company substituted therefor by virtue of this Act.

As to officers and servants of Somerset and Dorset Joint Committee.

76. There shall be continued to the persons who are or have been officers or servants of the joint committee of the Company and the Midland Company appointed in pursuance of the Somerset and Dorset Railway Leasing Act 1876 (in this section referred to as "the joint committee") and who are or have been members of the Railway Clearing System Superannuation Fund and to any persons claiming in right of any such persons who are or have been officers or servants the same benefits rights and privileges as such persons would have been or might have become entitled to from such fund if the undertaking of the Somerset Company had not been transferred to and vested in the Company and the Midland Company :

Provided that for the purposes of the statutory enactments and of the rules regulations and resolutions relating to such fund the service or employment or dismissal under or by the Company and the Midland Company of the officers and servants of the joint committee who by virtue of this Act become officers and servants of the Company and the Midland Company shall be deemed to be service or employment or dismissal under or by the joint committee.

Repeal of provisions of Acts relating to Somerset Company.

77. On and from the date of vesting all the provisions of the Acts relating to the Somerset Company with reference to the incorporation and constitution of that company and the raising of money by that company are hereby repealed.

Amendment of section 42 of Railways (Southern

78. Notwithstanding anything contained in section 42 (6) of the Railways (Southern Group) Amalgamation Scheme 1922 no person entering the service of the Company on or after the first day of January

one thousand nine hundred and twenty-three other than officers and servants transferred from a railway undertaking which has been vested in the Company shall be admitted to membership of either the London and South Western Railway Superannuation Fund the London Brighton and South Coast Railway Pension Fund or the South Eastern and Chatham Railways Pension Fund but any such person entering the service of the Company before provision shall have been made by Parliament in pursuance of section 3 (1) (*e*) or section 5 (*e*) of the Railways Act 1921 and any person claiming in right of such person shall be entitled and subject to the same benefits rights privileges obligations and liabilities as he would have been entitled and subject to under such provision if the same had been in force at the date when such person entered the service of the Company.

A.D. 1923 — Group) Amalgamation Scheme 1922.

79. Subject to the provisions of this Act and without prejudice to the provisions of the section of this Act whereof the marginal note is "Works below high-water mark to be subject to approval of Board of Trade" the agreement made the twenty-eighth day of February one thousand nine hundred and sixteen between the Padstow Harbour Commissioners of the one part and the London and South Western Railway Company of the other part set forth in the Third Schedule to this Act is hereby confirmed and made binding on the said commissioners and on the Company as if they were referred to in the said agreement in lieu of the London and South Western Railway Company.

Confirmation of agreement with Padstow Harbour Commissioners.

80. The Company on the one hand and the Harbour Board on the other hand may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Railway and Canal Traffic Acts 1873 and 1888 enter into agreements for such period as may be agreed with respect to the following purposes or any of them (that is to say):—

Agreements for working tramways of Harbour Board.

The maintenance and management of the tramways of the Harbour Board or any part thereof and of the works connected therewith or any of them:

The use or working of the said tramways or of any part thereof and the conveyance of traffic thereon:

A.D. 1923.

The supply and maintenance by the Company (under and during the continuance of any such agreement as aforesaid for the working of the said tramways) of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants:

The fixing subject to the authorised maximum rates and the collecting and apportionment of the tolls rates charges receipts and revenues levied taken or arising in respect of traffic:

Provided that for the purposes of Part III. of the Railways Clauses Act 1863 the Harbour Board shall be deemed to be a railway company and the tramways of the Harbour Board shall be deemed to be railways.

Additional capital.

81. The Company may raise by the creation and issue of new stock (other than debenture stock) such additional capital as they shall think necessary not exceeding two million pounds and the Company may create and issue such new stock either wholly or partially as ordinary stock or wholly or partially as preference stock as they may think fit Provided that notwithstanding anything contained in the Companies Clauses Act 1863 any such preference stock may bear such rate of dividend as the directors of the Company determine at the time or times of the creation or issue thereof.

Disposal of new stock.

82. The Company may in issuing any new stock under the powers of this Act dispose of the same at such times to such persons on such terms and conditions and in such manner as the directors of the Company think advantageous to the Company.

New stock subject to same incidents as original capital.

83. Any new stock created by the Company under this Act otherwise than as debenture stock shall unless otherwise provided by the terms of creation or issue thereof be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents as if that stock were part of the original capital stock of the Company of the same class and denomination.

Power to cancel unissued stock.

84. If the Company after having created any new stock in respect of such additional capital determine not to issue the whole of the stock created they may cancel the unissued stock and may from time to time thereafter create and issue instead thereof other new stock of an

aggregate amount not exceeding the aggregate amount of the stock so cancelled. A.D. 1923.

Power to borrow.

85. The Company may in respect of the additional capital which they are by this Act authorised to raise borrow on mortgage of their undertaking any sums not exceeding in the whole six hundred and sixty-six thousand six hundred and sixty-six pounds and of that sum the Company may borrow from time to time any sum or sums not exceeding in the whole one-third part of the amount of the said additional capital which at the time has been actually issued and accepted but no part thereof shall be borrowed until stock for one half of the portion of the additional capital in respect of which it is borrowed is fully paid up and the Company have proved to the justice who is to certify under section 40 of the Companies Clauses Consolidation Act 1845 before he so certifies that stock for the whole of the portion of the said capital has been issued and accepted and has been paid up bonâ fide to the extent of one half and is held by the persons to whom the same was issued or their executors administrators or assigns Upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Debenture stock.

86. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and section 25 (Debenture stock) of the Railways (Southern Group) Amalgamation Scheme 1922.

Redeemable preference and debenture stock.

87. Section 26 (Redeemable preference and debenture stock) and section 27 (Redemption fund) of the Railways (Southern Group) Amalgamation Scheme 1922 shall extend and apply as if they were re-enacted in this Act with the substitution of the words "this Act" for the words "this scheme" where they occur in those sections.

Application of capital.

88. All moneys raised by the Company under this Act whether by the issue of stock or by borrowing shall be applied only to purposes to which capital is properly applicable.

A.D. 1923.

Interest on money advanced beyond calls.

89. Nothing in this Act shall prevent the Company from paying such interest on money advanced beyond the amount of calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845 but save as aforesaid no interest or dividend shall be paid out of any capital moneys of the Company.

Directors may authorise chief officers to sign certain contracts.

90. The directors may by resolution authorise any chief officer of the Company to sign contracts on behalf of the Company and contracts signed in accordance with any such resolution shall have the same validity as contracts made under section 97 of the Companies Clauses Consolidation Act 1845 when signed on behalf of the Company by any two of the directors.

Suspension of obligation to print shareholders' address book.

91. Notwithstanding anything contained in section 34 of the Regulation of Railways Act 1868 the Company shall not until the expiration of two years from the first day of December one thousand nine hundred and twenty-three be required to print or to supply printed copies of the shareholders' address book of the Company.

Advances on mortgage for housing of staff of Company.

92. In order to facilitate the provision of housing accommodation for persons in the employment of the Company and to enable such persons to acquire such accommodation the Company shall have power and shall be deemed always to have had power to make advances to any member of the staff of the Company upon the terms that repayment of all such advances shall be secured to the Company together with such rate of interest thereon as may be agreed by mortgage or charge legal or equitable of any freehold copyhold or leasehold dwelling-house occupied or proposed to be occupied by such member and to exercise with respect to all such dwelling-houses all such powers of sale foreclosure and otherwise as may be vested in the Company as mortgagees by statute or by the instrument constituting such mortgage or charge And in the event of the Company becoming entitled by foreclosure or otherwise to any such dwelling-house they may retain and hold or sell lease let or otherwise dispose of such dwelling-house as they may think fit.

Provision of houses for

93. In order to facilitate the provision of houses for the accommodation of persons in the employment of or

who have been employed by the Company the Company may do all or any of the following things :— A.D. 1923.

staff of Company.

(*a*) Purchase or lease and hold or dispose of land or houses whether of freehold copyhold or leasehold tenure :

(*b*) Demise or let any land or tenement now held or hereafter acquired by the Company :

(*c*) Promote the formation or extension of or assist a public utility society or housing trust as defined by section 40 of the Housing Town Planning &c. Act 1919 whose objects include the construction improvement or management of houses for the working classes :

(*d*) Promote and form or assist in the promotion and formation or extension of any company or other body for the purpose of the construction improvement or management of houses for persons in the employment of the Company :

(*e*) Make advances to or subscribe for and hold the shares of any such society trust company or body.

Power to Company to apply funds.

94. The Company may appropriate and apply to all or any of the purposes of this Act being purposes to which capital is properly applicable any of the moneys which they have raised or are authorised to raise and which may not be required for the purposes to which they are made specially applicable.

Power to Midland Company to apply funds.

95. The Midland Company may apply to the purposes of this Act in which they are interested and to which capital is properly applicable any sums of money which they have already raised or are authorised to raise and which are not required for the purposes to which they are made specially applicable.

Recovery of demands.

96. Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Deposit for future Bills not to be paid out of capital.

97. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be

A.D. 1923.

deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

98. Nothing in this Act contained shall exempt the Company or any other company upon whom any powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the said companies respectively.

Crown rights.

99. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Woods or of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose which consent the said Commissioners and Board are hereby respectively authorised to give.

Costs of Act.

100. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Describing Properties whereof Portions only may be taken compulsorily.

Area.	No. on deposited Plans.	Description of Property in Book of Reference.
Parish of Otterbourne - -	8	House land buildings and water carrier.
Parish of Eling - - -	21	Garden and carriage drive.
Urban district of Twickenham	1	Fowl run.
	2	Garden shed.
	13	Garden.
	14	Garden.
	15	Garden.
	16	Garden.
	17	Garden.
	18	Fowl run.
	19	Garden.
	20	Garden.
	21	Garden.
	22	Garden.
County borough of Southampton.	1	Garden.
	2	Garden.
	3	Garden and fowl shed.
	4	Garden.
	5	Garden.
	6	Garden.
	7	Garden.
	8	Garden.
	9	Garden.
	10	Garden and shed.
	11	Garden.

A.D. 1923.

THE SECOND SCHEDULE.

SCHEDULE (A).

TONNAGE RATES AND RENTS ON SHIPPING.

TONNAGE RATES ON VESSELS COMMENCING OR TERMINATING THEIR VOYAGE OR ARRIVING FOR REPAIR &C. AT SOUTHAMPTON DOCKS.

	s.	*d.*
Vessels from any port in the United Kingdom Isle of Man Irish Free State Jersey Guernsey Alderney Sark or other European ports between the North Cape and Ushant with liberty to reload for any port in the same area per net register ton	0	10
Rent after three weeks from date of entering the dock per net register ton per week	0	2
Vessels loading for any of those ports not having discharged their cargoes in the dock - per net register ton	0	10
Rent after three weeks from date of entrance per net register ton per week	0	2
Vessels from Hamburg Bremen and Emden with liberty to reload for any port in the same area per net register ton	0	10
Rent after three weeks from date of entrance per net register ton per week	0	2
Vessels loading for any of those ports not having discharged their cargoes in the docks per net register ton	0	10
Rent after three weeks from date of entrance per net register ton per week	0	2
Vessels from or loading for any other ports or places whatsoever - - - - - per net register ton	1	3
Rent after three weeks from date of entrance per net register ton per week	0	2
Vessels arriving for repair - - per net register ton	0	10
Rent after three weeks from date of entrance per net register ton per week	0	2
Vessels arriving in distress but not discharging or taking in cargo - - - - - - per net register ton	0	10
Rent after three weeks from date of entrance per net register ton per week	0	2
Vessels in ballast to lie up - - per net register ton	0	10
Rent after three weeks from date of entrance per net register ton per week	0	2

	s.	*d.*
A.D. 1923.		
Vessels arriving and entering dry dock and not discharging or shipping any cargo if occupying a wet berth in advance of or subsequent to dry docking		
Rent per week during occupation of wet berth per net register ton	0	2
Vessels using the docks for bunkering purposes only (coal or oil fuel) including three days in port per net register ton	0	5
Yachts to bunker only including three days in port per gross register ton	0	5
Yachts to bunker and dry-dock (providing wet berth not occupied more than three days) per gross register ton	0	5
Yachts to fit out - - - per gross register ton	0	10
Rent after three weeks from date of entrance per gross register ton per week	0	2
Yachts to mast &c. including three days in port per gross register ton	0	5
Yachts to lie up - - - per gross register ton	0	10
Rent after three weeks from date of entrance per gross register ton per week	0	2
Yachts not already provided for - per gross register ton	0	10
Rent after three weeks from date of entrance per gross register ton per week	0	2
Vessels 30 tons and under trading coastwise within a triangle formed by the following points Littlehampton Lymington and the Isle of Wight per net register ton	0	2
Vessels 30 tons and under trading coastwise but outside the triangle - - - - per net register ton	0	4
Vessels over 30 tons and less than 100 tons trading within the triangle - - - per net register ton	0	3
Vessels over 30 tons and less than 100 tons trading coastwise but outside the triangle - per net register ton	0	6
Lighters If entering loaded and departing light for every entry and departure - - - per net register ton	0	2
Lighters If entering light and departing loaded for every entry and departure - - per net register ton	0	2

EXCEPTIONAL TONNAGE RATES ON VESSELS NOT COMMENCING OR TERMINATING THEIR VOYAGE AT SOUTHAMPTON DOCKS.

	s.	*d.*
Vessels discharging or shipping passengers baggage and also cargo up to 200 tons (weight or measurement as shipped) including 24 hours in port per net register ton	0	2½
Vessels discharging or shipping passengers baggage and cargo up to 400 tons (weight or measurement as shipped) including three days in port - per net register ton	0	5

A.D. 1923

	s.	d.
Vessels discharging or shipping over 400 tons (weight or measurement as shipped) but less than full cargo proportionate rates as under—		
If cargo discharged or shipped does not exceed one third of the net register tonnage per net register ton	0	5
If cargo discharged or shipped does not exceed one half of the net register tonnage per net register ton	0	7½
If cargo discharged or shipped does not exceed two thirds of the net register tonnage per net register ton	0	10
If cargo discharged or shipped exceeds two thirds of the net register tonnage - per net register ton	1	3

CONDITIONS APPLICABLE TO TONNAGE RATES AND RENTS ON SHIPPING.

Tonnage rates to be paid on entry of vessel.

Tonnage rents to be paid prior to departure of vessel.

When calculating wet dock rent periods during which vessel occupies dry dock to be deducted.

For purpose of calculating dock rent part of one week may be charged as one week.

Vessels which enter docks to lie up or dry-dock and do not discharge passengers or cargo but afterwards load passengers or cargo to pay dues according to their port of destination.

Vessels laid up and not undergoing repairs may be charged foregoing rates for first three months but vessels will only be allowed to remain in docks after expiration of such period by special arrangement.

Vessels arriving from a lower rated port and clearing outward to a higher rated port or vice versâ may be charged the higher rate.

Vessels trading inwards to be liable to rates payable in respect of most distant of ports from which such vessels shall have loaded.

Vessels whose registered tonnage has been altered whilst in port to be subject to dues on the revised tonnage.

Where vessels arrive or depart with deck cargoes the tonnage (weight or measurement) so carried to be added to net registered tonnage of the ship.

Cubical space in double bottom of a vessel occupied by fuel oil at time of arrival or departure (whichever is greater) to be added to registered tonnage for purpose of charging tonnage dues.

SCHEDULE (B).

RATES FOR USE OF GRAVING DOCKS &c.

Graving Docks.

On Vessels not exceeding	Dock Dues.			Daily Rent.			On Vessels not exceeding	Dock Dues.			Daily Rent.		
Gross tons.	£	*s.*	*d.*	£	*s.*	*d.*	Gross tons.	£	*s.*	*d.*	£	*s.*	*d.*
150	10	0	0	1	0	0	13,000	216	0	0	27	0	0
300	15	0	0	2	0	0	13,500	224	0	0	28	0	0
400	17	10	0	2	5	0	14,000	232	0	0	29	0	0
500	20	0	0	2	10	0	14,500	240	0	0	30	0	0
600	22	0	0	2	15	0	15,000	248	0	0	31	0	0
700	24	0	0	3	0	0	15,500	256	0	0	32	0	0
800	26	0	0	3	5	0	16,000	264	0	0	33	0	0
900	28	0	0	3	10	0	16,500	272	0	0	34	0	0
1,000	29	8	0	3	13	6	17,000	280	0	0	35	0	0
1;200	30	2	10	4	1	8	17,500	288	0	0	36	0	0
1,400	35	14	5	4	9	4	18,000	296	0	0	37	0	0
1,600	38	12	10	4	16	8	18,500	304	0	0	38	0	0
1,800	41	8	0	5	3	6	19,000	312	0	0	39	0	0
2,000	44	0	0	5	10	0	19,500	320	0	0	40	0	0
2,500	51	12	0	6	9	0	20,000	328	0	0	41	0	0
3,000	58	16	0	7	7	0	20,500	336	0	0	42	0	0
3,500	65	12	0	8	4	0	21,000	344	0	0	43	0	0
4,000	72	0	0	9	0	0	21,500	352	0	0	44	0	0
4,500	80	0	0	10	0	0	22,000	360	0	0	45	0	0
5,000	88	0	0	11	0	0	22,500	368	0	0	46	0	0
5,500	96	0	0	12	0	0	23,000	376	0	0	47	0	0
6,000	104	0	0	13	0	0	23,500	384	0	0	48	0	0
6,500	112	0	0	14	0	0	24,000	392	0	0	49	0	0
7,000	120	0	0	15	0	0	24,500	400	0	0	50	0	0
7,500	128	0	0	16	0	0	25,000	408	0	0	51	0	0
8,000	136	0	0	17	0	0	25,500	416	0	0	52	0	0
8,500	144	0	0	18	0	0	26,000	424	0	0	53	0	0
9,000	152	0	0	19	0	0	26,500	432	0	0	54	0	0
9,500	160	0	0	20	0	0	27,000	440	0	0	55	0	0
10,000	168	0	0	21	0	0	27,500	448	0	0	56	0	0
10,500	176	0	0	22	0	0	28,000	456	0	0	57	0	0
11,000	184	0	0	23	0	0	28,500	464	0	0	58	0	0
11,500	192	0	0	24	0	0	29,000	472	0	0	59	0	0
12,000	200	0	0	25	0	0	29,500	480	0	0	60	0	0
12,500	208	0	0	26	0	0	29,999	488	0	0	61	0	0

On vessels of 30,000 tons gross and over such rates as the Company may determine.

A.D. 1923.

CHARGES FOR USE OF CRANES AND SHEERS.

Cranes.

For Lifting Cargo.

		s.	d.
Electric cranes of a lifting capacity of not exceeding 2 tons	per crane per hour	9	0
Electric cranes of a lifting capacity of not exceeding 5 tons	per crane per hour	11	3
Hydraulic or steam cranes of a lifting capacity of not exceeding 5 tons each hold to quay or quay to hold	per lift	0	4
Hydraulic or steam cranes of a lifting capacity of not exceeding 5 tons each deck to quay or quay to deck	per lift	0	3
Hydraulic or steam cranes of a lifting capacity of not exceeding 5 tons	per crane per hour	4	6
12 or 15-ton steam cranes for lifts exceeding 5 tons	per crane per hour	18	0
	or per crane per 8 hour day	£6	3	9

For Lifting other than Cargo.

		s.	d.
Hydraulic electric and steam cranes for lifts under 10 tons	per lift per ton	11	3
Lifts of 10 tons and over	per lift per ton	22	6
Ships' stores	At cargo rates		
Gear used exclusively for the purpose of loading or discharging cargo baggage and mails	At cargo rates		
Ships' equipment (excluding gangways and booms)	per hour	27	0
Ships' equipment minimum charge		6	9
Gangways and booms	each	4	6

For Use of Cranes at Graving Docks for Graving Dock Purposes.

		£	s.	d.
50-ton electric crane "Trafalgar" Dock—				
First hour or part thereof	per hour	13	10	0
Second hour or part thereof	per hour	5	12	6
Third hour or part thereof and each subsequent hour or part thereof	per hour	2	16	3
30-ton steam crane "Prince of Wales" Dock—				
First hour or part thereof	per hour	6	15	0
Second hour or part thereof	per hour	4	10	0
Third hour or part thereof and each subsequent hour or part thereof	per hour	1	13	9

		£	*s.*	*d.*
12 or 15-ton crane—				
First hour or part thereof	per hour	3	7	6
Second hour or part thereof	per hour	2	5	0
Third hour or part thereof and each subsequent hour or part thereof	per hour	1	2	6
5-ton or other lighter cranes—				
First hour or part thereof	per hour	1	13	9
Second hour or part thereof	per hour	1	2	6
Third hour or part thereof and each subsequent hour or part thereof	per hour	0	11	3

Sheers.

For Lifting (either Landing or Shipping).

		£	*s.*	*d.*
All weights under 10 tons	per lift per ton	0	11	3
All weights of 10 tons and under 20 tons	per lift per ton	0	16	10½
All weights of 20 tons and under 30 tons	per lift per ton	1	2	6
All weights of 30 tons and over	per lift per ton	2	5	0

Rates for hire of steam cranes to commence from one hour previous to actual use.

Rates of Charge for Masting or Dismasting of Vessels.

For Ships of	Main Mast.			Fore Mast.			Mizen Mast.			Bowsprit.		
	£	*s.*	*d.*	£	*s.*	*d.*	£	*s.*	*d.*	£	*s.*	*d.*
Not exceeding 300 tons	4	4	6	3	16	0	2	10	6	2	10	6
Exceeding 300 but not exceeding 500 tons.	5	18	3	5	1	3	2	19	3	2	19	3
Exceeding 500 but not exceeding 650 tons.	7	4	0	6	6	0	3	12	0	3	12	0
Exceeding 650 but not exceeding 800 tons.	9	0	0	8	2	0	4	10	0	4	10	0
Exceeding 800 but not exceeding 1,000 tons.	15	3	9	14	3	6	7	1	9	8	2	0
Exceeding 1,000 but not exceeding 1,500 tons.	20	5	0	18	4	6	8	2	0	10	2	6
Exceeding 1,500 but not exceeding 2,000 tons.	27	0	0	22	10	0	10	2	6	11	16	3

and upwards in proportion.

Masts requiring to be lifted for purpose of being cut whilst hanging to sheers may be charged 50 per cent. in addition to dismasting rate.

A.D. 1923

CHARGES FOR USE OF FLOATING CRANE.

	£	*s.*	*d.*
For lifts of 15 tons and under :—			
First hour or part thereof - - - - -	10	0	0
Second hour or part thereof - - - - -	5	0	0
Third hour or part thereof and each subsequent hour or part thereof - - - - - -	2	10	0
With an additional charge for each lift :—			
Over 15 tons and not exceeding 20 tons - -	5	0	0
Over 20 tons and not exceeding 30 tons - -	7	10	0
Over 30 tons and not exceeding 40 tons - -	15	0	0
Over 40 tons and not exceeding 50 tons - -	25	0	0
Over 50 tons and not exceeding 60 tons - -	35	0	0
Over 60 tons and not exceeding 70 tons - -	45	0	0
Over 70 tons and not exceeding 80 tons - -	55	0	0
Over 80 tons and not exceeding 90 tons - -	65	0	0
Over 90 tons and not exceeding 100 tons - -	75	0	0
Over 100 tons for every additional 10 tons or part thereof - - - - - - - -	10	0	0

Where in the opinion of the Company serious damage may be caused to the dock blocks by the slab or bar keel of any vessel the owner or master of such vessel intending to enter any graving dock shall cause the dock blocks to be covered with soft wood caps of a sufficient thickness to prevent the dock blocks being cut or injured by the vessel's keel.

Under this schedule fractional parts of one ton may be charged as one ton.

SCHEDULE (C).

TOLLS AND CHARGES ON PASSENGERS AND BAGGAGE.

INWARDS.

First class - - - -	5*s.* 0*d.* per passenger.
Second class - - - -	4*s.* 6*d.* per passenger.
Third class - - - -	3*s.* 6*d.* per passenger.

Children under 12 years of age free.

If labour is engaged or retained awaiting arrival of vessel or if labour is employed overtime in the former case the total cost incurred and in the latter the difference between ordinary and overtime cost may be charged.

OUTWARDS.

First class - - - -	4*s.* 0*d.* per passenger.
Second class - - - -	3*s.* 0*d.* per passenger.
Third class - - - -	2*s.* 9*d.* per passenger.
Unaccompanied baggage	1*s.* 3*d.* per package extra.

Or Alternatively

First class - - - -	6*s*. 3*d*. per passenger.
Second class - - -	5*s*. 0*d*. per passenger.
Third class - - -	4*s*. 0*d*. per passenger.

including all charges for unaccompanied baggage.

In each case children under 12 years of age free.

If labour is engaged or retained awaiting departure of vessel or if labour is employed overtime in the former case the total cost incurred and in the latter the difference between ordinary and overtime cost may be charged.

SCHEDULE (D).

RATES ON MERCHANDISE &c. IMPORTED AND LANDED.

The rates specified in the second and third columns hereunder are for ordinary day rates only and are chargeable for receiving from ship wharfage transhipment housing stacking unstacking unhousing warehousing and delivery loading and haulage over dock rails as far as such services are required.

The wharfage dues specified in the fourth column are chargeable for wharfage when the rates in the second and third columns hereunder are not payable.

If the goods are not cleared within 14 days from date of ship's entry rent will accrue under Schedule (G) and warehousing charges will be chargeable as follows :—

Where the import rate is 15*s*. 10*d*. per ton—warehousing charge 8*s*. 4*d*. per ton.

Where the import rate is 12*s*. 6*d*. per ton—warehousing charge 7*s*. 2*d*. per ton.

Where the import rate is 10*s*. 6*d*. per ton—warehousing charge 5*s*. 10*d*. per ton.

Where the import rate is 8*s*. 4*d*. per ton—warehousing charge 4*s*. 11*d*. per ton.

Where the import rate is 6*s*. 8*d*. per ton—warehousing charge 3*s*. 7*d*. per ton.

Description.	Import Rate.		Wharfage Due.	
	Per ton	Per cwt. or package &c.	Per ton	
	s. *d*.		*s*. *d*.	
Acids - - - -	15 10		2 0	
Adding machines -	15 10		2 6	
Advertising matter -	12 6		1 0	
Aeroplanes - - -	15 10		2 6	
Aeroplane engine parts	12 6		2 0	

Description.	Import Rate.	Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per ton *s.* *d.*
Air compressors - -	12 6		2 6
Air guns - - -	15 10		2 0
Alabastine - - -	12 6		2 0
Almonds (in shell) -	10 6		1 0
Alva - - - -	12 6		1 0
Aloes - - - -	10 6		1 3
Alum - - - -	10 6		0 9
Aluminium ware - -	12 6		1 9
Amber - - -	15 10		2 6
Apples (in boxes) -	10 0		0 9
Apples (in barrels) -	8 0		0 9
Apples (e.o.h.p.) - -	—	1½d. per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Appliances (surgical) -	15 10		2 6
Apricots - - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Arrowroot - - -	10 6		1 0
Arsenic - - -	15 10		2 0
Arsenic acid (for rat poison).	12 6		2 0
Artists' materials -	12 6		2 6
Asbestos - - -	10 6		0 9
Asbestos goods (packed)	12 6		1 3
Ash sifters - - -	12 6		1 0
Asphalte blocks - -	8 4		1 0
Asphalte - - -	10 6		1 0
Athletic goods - -	12 6		1 6
Auto. horns (in cases) -	12 6		1 6
Baby carriages - -	15 10		2 6
Bacon - - - -	10 6		1 0
Baking powder - -	12 6		1 0
Balances (spring) -	12 6		1 6
Balata (rubber) - -	12 6		1 6
Bamboos - - -	12 6		1 6
Bananas (crates) - -	10 6		1 0
Bananas (bunches) -	10 6		1 0
Bark - - - -	10 6		0 9
Barley - - -	* —		1 0
Bars iron or steel (loose)	8 4		0 6
Bars steel (packed) -	8 4		0 6
Barytes - - -	8 4		0 9

* *See* Schedule (F).

Description.	Import Rate.		Wharfage Due.	
	Per ton	Per cwt. or package &c.	Per ton	
	s.	*d.*	*s.*	*d.*
Basic slag (direct ex ship)	7	6	0	6
Baskets - - -	15	10	1	6
Batteries (dry) - -	12	6	1	3
Bay rhum - - -	15	10	2	0
Beans (green) - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1	3
Beans (green) - -	10	6 If in packages over 28 lbs. each.	1	0
Beans (cocoa) - -	10	6	1	3
Beaver board - -	10	6	0	9
Beech staves - -	10	6	0	9
Beef (quarters) - -	8	6	1	9
Beer - - - -	10	6	1	0
Bellows - - -	12	6	1	6
Bevel glass mirrors -	15	10	2	0
Bichromate of potash -	12	6	1	0
Bichromate of soda -	12	6	1	0
Bicycles (packed) -	15	10	2	6
Bicycle parts - -	12	6	2	0
Bicycle accessories -	12	6	2	0
Billiard balls (compo.) -	12	6	1	6
Billiard balls (ivory) -	15	10	2	6
Binder twine - -	10	6	1	0
Biscuits - - -	10	6	1	6
Blacking - - -	10	6	0	9
Blacklead - - -	10	6	0	9
Blankets cotton (in bales).	12	6	1	3
Blocks (butchers') -	10	6	0	9
Blue - - - -	12	6	1	0
Bog ore (bags) - -	8	4	0	4
Bog ore (bulk) - -	4	0	0	4
Bolts (in cases) - -	10	6	0	9
Bones (loose) - -	12	6	0	8
Bones (packed) - -	10	6	0	8
Books - - -	12	6	1	6
Boots - - - -	12	6	1	3
Bottles, common (empty).	10	6	1	0
Boxboards (in bundles)	10	6	1	0
Boxwood - - -	10	6	0	9
Bran - - - -	*—		1	0
Brandy (in casks or cases).	12	6	2	0

* *See* Schedule (F).

Description.	Import Rate.			Wharfage Due.	
	Per ton		Per cwt. or package &c.	Per ton	
	s.	*d.*		*s.*	*d.*
Brassware - - -	12	6		1	6
Briar wood - - -	10	6		1	0
Bristles - - -	10	6		1	0
Bronzes - - -	15	10		2	0
Bronze powder - -	12	6		1	6
Broomhandles - -	10	6		0	9
Brushes - - -	12	6		1	3
Buckwheat - - -	*—			1	0
Bulbs - - - -	10	6		1	6
				per package	
Bullion (gold) - -	—		2*s.* 6*d.* per package -	0	10
Bullion (silver) - -	—		1*s.* 9*d.* per package -	0	6
Bullion (copper) - -	—		1*s.* per package - -	0	3
				per ton	
Butter - - -	10	6		1	0
Butter colour (in casks)	10	6		1	0
Buttons - - -	12	6		1	3
Cabbages - - -	10	6		0	6
Cable (in reels) - -	12	6		1	6
Cable drums (empty returned).	9	0		1	0
Cake (oil) - - -	10	6		0	9
Calcined magnesite -	10	6		1	0
Cane - - - -	12	6		1	6
Candles - - -	12	6		1	0
Canvas (in rolls) - -	10	6		1	0
Capsules - - -	10	6		1	0
Carbide calcium (in drums).	12	6		1	0
Carbons - - -	12	6		1	0
Carbon (black) - -	15	10		1	0
Carbon flour - -	12	6		1	0
Cardboard - - -	10	6		0	9
Carpets (in bales) -	12	6		1	6
Carrots - - -	10	6		0	6
Cases (spectacle) - -	15	10		2	0
Casings (sausage in casks).	12	6		1	3
Casein flour - - -	12	6		1	0
Celluloid goods - -	15	10		2	0
Cement - - -	8	4		0	6
Cement (in bags direct ex ship).	4	6		0	6
Chair reeds - - -	10	6		1	0
Chalk - - -	8	4		0	3

* *See* Schedule (F).

Description.	Import Rate.		Wharfage Due.
	Per ton	Per cwt. or package &c.	Per ton
	s. *d.*		*s.* *d.*
Chalks - - -	12 6		1 0
Charcoal - - -	8 4		1 0
Cheese (in boxes) -	10 6		1 0
Cheese (loose) - -	12 6		1 0
Chemical manure -	7 6		0 6
Cherries (fresh) - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Chestnuts - - -	10 6		1 0
Chestnuts (extract of) -	10 6		1 0
Chillies - - -	12 6		1 3
Chimney pieces (marble)	12 6		1 6
China - - - -	12 6		1 6
Chow chow - - -	12 6		1 3
Chromate of potash -	12 6		1 0
Chromate of soda -	12 6		1 0
Chrometan crystals -	12 6		1 0
Chrometan liquors -	12 6		1 0
Cider (in casks) - -	10 6		1 0
Cigars - - - -	15 10		2 6
Cigarettes - - -	15 10		2 6
Clay - - - -	8 4		0 6
Clocks - - - -	15 10		2 6
Clock parts and movements.	15 10		2 6
Cloth - - - -	10 6		1 3
Clothing - - -	12 6		1 3
Cloth (emery) - -	12 6		1 0
Clothing (old for pulp) -	10 6		0 9
Cloth (jute) - - -	10 6		1 3
Cloves - - - -	10 6		1 6
Cochineal - - -	15 10		2 0
Cocoa manufactured (in bags or cases).	10 6		1 0
Cocoa beans - -	10 6		1 0
Cocoanuts - - -	10 6		1 0
Coffee - - - -	10 6		1 0
Coffee (hulls) - -	10 6		1 0
Compasses and equipment.	15 10		2 6
Concrete bars - -	10 6		0 6
Condensed milk - -	10 6		1 0
Confectionery - -	12 6		1 6
Copper rod (in coils) -	10 6		1 0
			per package
Copper (bullion specie)	—	1*s.* per package - -	0 3

A.D. 1923

Description.	Import Rate.		Wharfage Due.
	Per ton s. d.	Per cwt. or package &c.	Per ton s. d.
Copper (ingots) - -	10 6		1 6
Copper (ore) - -	10 6		1 0
Copra - - - -	10 6		1 0
Cork wood (in bales) -	10 6		1 0
Corks (in bags) - -	10 6		1 0
Corn cob pipes - -	12 6		1 3
Corn flakes - - -	10 6		1 0
Corpse - - -	— —	18*s.* each - - -	2*s.* each
Corsets - - -	12 6		per ton 1 3
Corset materials - -	12 6		1 3
Cotton - - -	10 6		1 0
Cotton goods - -	12 6		1 3
Cotton seed - - -	*— —		1 0
Cream of Tartar - -	12 6		1 0
Crushed oyster shell -	10 6		0 9
Crystals (soda or rock)	10 6		0 9
Cucumbers - - -	10 6		1 0
Currants (dried) - -	10 6		1 0
Currants (fresh) - -	— —	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Cutlery - - -	12 6		1 6
Cycles (motor packed) -	15 10		2 6
Cylinders (returned empty).	8 4		1 0
Cycles (motor not packed).	— —	4*s.* 6*d.* each - -	1*s.* 3*d.* each
Dental goods - -	12 6		per ton 2 6
Dioxygen - - -	12 6		1 6
Distemper - - -	10 6		1 0
Dogs - - - - -	— —	4*s.* 6*d.* each - -	6*d.* each
Dried fruit - - -	10 6		per ton 1 0
Drugs - - - -	15 10		2 0
Dye stuffs - - -	12 6		2 0
Drums (returned empty)	8 4		1 0
Earthenware - -	12 6		1 0
Ebonite - - -	12 6		1 0
Ebony - - -	12 6		1 0

* *See* Schedule (F).

Description.	Import Rate.		Wharfage Due.
	Per ton	Per cwt. or package &c.	Per ton
	s. *d.*		*s.* *d.*
Eggs - - - -	12 6		1 0
Egg beaters - -	12 6		1 0
Egg yolk (in casks) -	10 6		1 0
Electrical goods - -	12 6		2 6
Electrical hardware -	12 6		1 6
Electrical machinery (in parts in cases).	12 6		2 6
Electrotype - - -	12 6		1 6
Embroidery - - -	15 10		1 6
Emery - - -	10 6		1 0
Emery wheels - -	12 6		1 0
Enamels - - -	12 6		1 0
Enamel signs - -	12 6		1 0
Enamel-ware - -	10 6		1 0
Engravings - - -	15 10		2 0
Envelopes (straw) -	10 6		0 9
Epsom salts - -	10 6		1 0
Ergot of rye - -	12 6		2 0
Essential oil - -	15 10		2 6
Extract - - -	10 6		1 3
Extract of rennet -	15 10		2 0
Fancy goods - -	12 6		1 3
Fancy soaps - -	12 6		1 3
Farina - - -	*—		1 0
Feathers (bed) - -	15 10		2 6
Felt - - - -	10 6		1 0
Fibre - - - -	10 6		1 0
Figs (new) - - -	—	$1\frac{1}{2}d.$ per package up to 14 lbs. $2d.$ per package over 14 lbs. and up to 28 lbs.	1 3
Figs (pressed) - -	10 6		1 0
Films - - - -	—	1*s.* 9*d.* per package -	3*d.* per package per ton
Fire extinguishers -	12 6		1 0
Fireworks - - -	15 10		2 0
Fish (canned) - -	10 6		1 0
Fish (dried) - - -	10 6		1 0
Fish (preserved) - -	10 6		1 0
Flax - - - -	10 6		1 0
Flint glass (packed) -	12 6		1 3
Floor cloth - - -	12 6		1 0
Flour - - - -	*—		1 0

* *See* Schedule (F).

Description.	Import Rate.		Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per package *s.* *d.*
Flowers (fresh) - -	--	1½*d.* per package -	0 0¼
			per ton
Flowers (packed) -	12 6		1 6
Fly swats (gauze) -	15 10		1 6
Force food - - -	8 4		1 0
Fossil stones for furnaces	10 6		0 6
Fruit (canned) - -	10 6		1 3
Fruit (dried) - -	10 6		1 3
Fruit pulp - - -	10 6		1 0
Furniture - - -	15 10		1 6
Furniture steel office (packed).	12 6		1 6
		each	each
Furniture vans - -	--	27*s.* up to 2 tons weight	3 0
Furniture vans - -	--	38*s.* 3*d.* up to 3 tons weight	4 0
Furniture vans - -	--	50*s.* up to 4 tons weight	5 0
Furniture vans - -	--	63*s.* up to 5 tons weight	6 0
Furniture vans (collapsible).	--	11*s.* 3*d.* - - -	1 6
Furniture vans (empty)	--	20*s.* - - - -	1 6
			per ton
Furs - - - -	15 10		2 6
			per package
Furs (valuable) - -	--	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	1 0
			per ton
Game (dead) - -	12 6		1 9
Garlic - - - -	10 6		1 0
Gas mantles - -	12 6		1 6
Gas stoves - - -	12 6		1 0
Gelatine - - -	12 6		1 3
Gherkins (in brine) -	12 6		1 0
Ginger - - -	10 6		1 0
Glass plate - - -	12 6		1 6
Glass tiles - - -	12 6		1 3
Glassware - - -	12 6		1 3
Glass (window) - -	12 6		1 0
Gloves - - -	15 10		2 6
Glucose - - -	10 6		0 9
Glue - - - -	10 6		0 9
Glycerine - - -	15 10		1 9
Goatskins (in bales) -	10 6		1 3
Go-carts - - -	15 10		2 6
			minimum 3*d.* each

Description.	Import Rate.		Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per package *s.* *d.*
Gold (bullion specie) -	—	2*s.* 6*d.* per package -	0 10
Government and other valuable documents.	—	2*s.* 6*d.* per package -	0 10
			per ton
Grapes (in barrels or cases).	12 6		1 3
Grapes (in trays) - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Grape fruit (in cases) -	10 0		1 3
Grape nuts - - -	8 4		1 0
Graphite - - -	10 6		1 0
Grasses (dried) - -	12 6		1 3
Grease (common) - -	10 6		1 0
Grease (petroleum) -	12 6		1 3
Ground nuts - -	10 6		1 0
Guano - - -	8 4		0 6
Gum - - - -	10 6		1 3
Gum shellac - -	12 6		1 3
Gun material - -	12 6		1 0
Hair - - - -	10 6		1 3
Hair nets - - -	15 10		1 9
Hammocks - - -	12 6		1 0
Hams - - - -	10 6		1 0
Hardware - - -	10 6		1 0
Haricot beans - -	10 6		1 0
Haricot beans (ground)	8 4		1 0
Hat pegs - - -	12 6		1 0
Hay - - - -	10 6		1 0
Health foods - -	12 6		1 0
Hemp - - - -	10 6		1 0
Hides (in bundles) -	10 6		1 0
Hides (loose) - -	12 6		1 0
Hogs (dead) - -	9 0		1 9
Honey - - -	12 6		1 3
Hoofs - - - -	10 6		0 9
Hoop iron - - -	8 4		0 9
Hoop wood (in bundles)	10 6		1 0
Hops - - -	10 6		1 6
Horns (in bales) - -	10 6		1 0
Horse boxes - -	10 6		0 9
Horseradish (in casks) -	10 6		1 0
Horses - - -	—	1*l.* 4*s.* each - -	1*s.* 6*d.* each

Description.	Import Rate.		Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per ton *s.* *d.*
Hosiery - - -	12 6		2 0
Ice cream freezers -	12 6		1 3
Incubators - - -	12 6		1 3
Indiarubber - -	12 6		1 6
Indigo - - - -	12 6		1 9
Ink - - - -	12 6		1 3
Iodine - - - -	15 10		2 6
Ipecacuanha - -	15 10		1 9
Iron angles - - -	8 4		0 6
Iron bars - - -	8 4		0 6
Iron baths - - -	8 4		0 9
Iron boxes - - -	8 4		0 6
Iron castings - -	8 4		0 9
Iron hoops - - -	8 4		0 6
Iron joists - - -	8 4		0 9
Iron nails - - -	8 4		0 9
Iron nuts and bolts -	8 4		0 9
Iron ore - - -	6 8		0 4
Iron (pig) - - -	6 8		0 6
Iron pipes - - -	8 4		0 9
Iron plates - - -	8 4		0 6
Iron (scrap) - - -	8 4		0 6
Iron sheets - - -	8 4		0 6
Iron tyres - - -	8 4		0 6
Iron tubes - - -	8 4		0 9
Ironware - - -	8 4		0 9
Ivory - - - -	15 10		2 6
Ivory nuts - - -	12 6		1 0
Jam (in cases) - -	10 6		1 3
Jewellery - - -	—	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	1*s.* per package per ton
Joists (iron or steel) -	8 4		0 9
Jute - - - -	8 4		1 0
Jute bags - - -	8 4		1 0
Jute cloth - - -	10 6		1 3
Kainit (in bags) - -	5 6		0 4
Kainit (in bags direct ex ship).	5 0		0 4
Kainit (in bulk direct ex ship).	3 0		0 4
Lambs (carcases) - -	9 0		1 9
Lamp goods - -	12 6		1 0

Description.	Import Rate.		Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per ton *s.* *d.*
Lamps and lanterns -	12 6		1 0
Lace - - - -	15 10		1 9
Lard - - - -	10 6		1 0
Lead ore - - -	8 4		0 9
Lead pencils - -	12 6		1 0
Lead (pig) - - -	10 6		0 9
Lead (sheet and pipe) -	10 6		0 9
Lead (white) - -	10 6		0 9
Leather - - -	12 6		1 6
Lemons - - -	10 0	Minimum 1*s.* 2*d.* per package	1 0
Lenses (photographic) -	15 10		2 6
Lettuce - - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 0
Lightning arrestors -	12 6		1 3
Lignum vitæ - -	10 6		1 0
Lime juice (in casks) -	12 6		1 3
Limes - - - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Limestone (polished) -	12 6		1 0
Limestone (rough) -	10 6		0 4
Linen - - - -	12 6		1 0
Linen goods - -	12 6		1 3
Linoleum - - -	10 6		1 0
Linseed - - -	*—		1 0
Lion cubs - - -	—	13*s.* 6*d.* each - -	1*s.* each
Liqueurs - - -	12 6		per ton 2 6
Lithographic crayons and ink.	12 6		1 3
Lithographic stones -	12 6		1 0
Lithophone (in casks) -	8 4		1 0
Locks - - - -	12 6		1 0
Looms (weaving) - -	12 6		1 0
Macaroni - - -	10 6		1 0
Machinery - - -	12 6		1 0
Machines (adding) -	15 10		2 6
Machines (sewing) -	15 10		1 6
Machines (numbering) -	15 10		2 0
Magnesite (calcined) -	10 6		1 0
Maize - - - -	*—		1 0

* *See* Schedule (F).

A.D. 1923.

Description.	Import Rate.		Wharfage Due.
	Per ton s. d.	Per cwt. or package &c.	Per ton s. d.
Maize meal	*—		1 0
Mangoes	—	1½*d*. per package up to 14 lbs. 2*d*. per package over 14 lbs. and up to 28 lbs.	1 3
Manicure preparations	15 10		2 6
Mantles (gas)	12 6		1 6
Maps and plans	15 10		2 0
Marble (chimney pieces)	12 6		1 6
Marble (plain)	12 6		1 0
Margarine	10 6		1 0
Marmalade	10 6		1 0
Matchboards	12 6		0 9
Matches	12 6		1 0
Mats (grass)	12 6		1 0
Mats and matting	12 6		1 0
Meal	*—		1 0
Mealy meal	*—		1 0
Meat (canned in cases)	10 6		1 3
Meat (carcases sheep and lamb).	9 0		1 9
Meat (e.o.h.p.)	8 6		1 9
Medlars	12 6		0 9
Melons	—	1½*d* per package up to 14 lbs. 2*d*. per package over 14 lbs. and up to 28 lbs.	1 3
Metal	12 6		1 0
Meters	12 6		1 6
Mica	12 6		1 3
Middlings	*—		1 0
Milk (condensed)	10 6		1 0
Milk (e.o.h.p.)	12 6		1 9
Mill stones	8 4		0 9
Mineral waters	10 6		1 0
Mineral (white)	8 4		0 9
Mistletoe	12 6		1 3
Mohair	10 6		1 3
Molascuit	10 6		1 0
Molasses	8 4		0 9
Moss litter	10 6		0 9
Motor cars	—	1*s*. per cwt.	3*s*. each
Motor machinery	12 6		per ton 2 0
Motor tractors	—	1*s*. per cwt.	3*s*. each

* *See* Schedule (F).

Description.	Import Rate.		Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per ton *s.* *d.*
Mouldings - - -	12 6		1 6
Mustard - - -	10 6		1 3
Musical instruments -	15 10		2 6
Naartjes - - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Nectarines - - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Nickel tips for cartridges (in barrels).	12 6		1 3
Nitrate (in bags) - -	7 6		0 9
Nitrate (direct ex ship)	4 6		0 9
Notions - - -	15 10		1 9
Novelties - - -	15 10		1 9
Nut kernels - - -	12 6		1 6
Oakum - - -	8 4		1 0
Oatmeal prepared (in cases).	10 6		1 0
Oats - - - -	*—		1 0
Oats (porage) - -	10 6		1 0
Offal - - - -	8 6		1 9
Oilcake - - -	10 6		0 9
Oil clothing - - -	12 6		1 6
Oil (cocoanut) - -	10 6		1 0
Oilcloth (in cases) -	12 6		1 6
Oil (lubricating) - -	10 6		1 3
Oil (machine) - -	10 6		1 3
Oil shale (in bags) -	8 4		0 9
Oil stones - - -	12 6		1 0
Oil stoves - - -	12 6		1 0
Oil (whale) - - -	10 6		1 3
Ointments - - -	15 10		1 9
Oleo - - -	10 6		1 0
Oleographs - - -	12 6		1 9
Olive oil - - -	12 6		1 3
Olives - - - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Onions - - -	10 0		0 9
Optical goods - -	15 10		2 6

* *See* Schedule (F).

Description.	Import Rate.		Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per ton *s.* *d.*
Oranges - - -	10 0		1 0
Ore - - - -	7 6		0 4
Organs - - -	—	13*s.* 6*d.* each Opening and clearing for Customs extra according to cost	each 1 6
Ostrich feathers - -	—	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	per package 1 6
Oxide of chromium -	12 6		per ton 1 0
Oysters - - -	10 6		1 3
Oyster shell (crushed) -	10 6		0 9
Paint - - - -	12 6		1 0
Paintings - - -	—	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	per package 1 6
Palm seed - - -	10 6		per ton 1 0
Paper (common packing).	10 6		0 9
Paper (e.o.h.p.) - -	12 6		1 0
Paste - - - -	10 6		1 0
Peaches - - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Pearl barley (in bags) -	10 6		1 0
Pears (dried) - -	10 6		1 3
Pears (in barrels) - -	8 0		0 9
Pears (in cases) - -	10 0		0 9
Pears (in trays or small packages).	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Peas dried (in bags) -	8 4		1 0
Peas (packets) (in cases)	10 6		1 0
Peas green in pods (in baskets).	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Peat (earth) - -	8 9		0 6
Pedestals - - -	10 6		1 0
Pencils (lead) - -	12 6		1 0
Penholders - - -	12 6		1 0

Description.	Import Rate.		Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per ton *s.* *d.*
Peppermint oil - -	12 6		1 6
Perfumery - - -	15 10		2 6
Personal effects - -	15 10		2 0
Petroleum grease -	12 6		1 3
Petroleum jelly - -	12 6		1 3
Phosphates (in bags) -	7 6		0 6
Phosphates (direct ex ship).	4 6		0 6
Photo materials - -	15 10		2 6
Pianos piano players or player pianos.	—	13*s.* 6*d.* each Opening and clearing for Customs extra according to cost	1*s.* 6*d.* each
			per ton
Piassava - - -	12 6		1 0
Pickles - - -	12 6		1 3
			per package
Pictures - - -	—	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	1 0
			per ton
Picture frames - -	12 6		1 6
Picture mouldings -	12 6		1 6
Pig iron - - -	6 8		0 4
Pigs (carcases) - -	9 0		1 9
Pimento - - -	10 6		1 0
Pineapples - - -	12 6	1*s.* 2*d.* per package minimum	1 3
Pipe cleaners - -	12 6		1 0
Pipes (cast iron) - -	8 4		0 9
Pipes (conduit) - -	10 6		1 0
Pitch - - - -	8 4		0 6
Plants (tropical and hot-house).	15 10		2 6
Plants (e.o.h.p.) - -	12 6		1 3
Plaster casts - -	15 10		1 9
Plaster (in bags) - -	10 6		0 9
			per package
Plate - - - -	—	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	1 0
			per ton
Playing cards - -	12 6		1 6
Ploughs - - -	12 6		1 0
Plumbago - - -	12 6		1 6
Plums - - - -	—	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3

Description.	Import Rate.		Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per ton *s.* *d.*
Plush - - - -	12 6		1 6
Plywood - - -	10 6		1 0
Poles (wood) - -	12 6		1 0
Pollards - - -	*——		1 0
Ponies - - -	——	18*s.* each - - -	2*s.* each
Pomegranates - -	12 6	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	per ton 1 0
Potash - - -	12 6		1 0
Potatoes (in bags or cases).	10 6		0 9
Poultry (dead) - -	10 6		1 9
Powder (toilet) - -	12 6		1 3
Precious stones - -	——	1*s.* per cent. ad valorem minimum 3*s.* 6*d.*	per package 1 6
Preserves - - -	10 6		per ton 1 3
Printed matter - -	12 6		1 0
Provisions - - -	10 6		1 0
Prunes - - -	10 6		1 0
Puffed wheat - -	8 4		1 0
Pulp - - - -	10 6		0 9
Pumice stone - -	10 6		0 9
Pumps (packed) - -	10 6		1 0
Quinces - - -	——	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 3
Quartz - - -	10 6		0 9
Rabbits - - -	10 6		1 3
Rabbit skins - -	10 6		1 0
Radiators - - -	12 6		1 3
Radishes - - -	——	1½*d.* per package up to 14 lbs. 2*d.* per package over 14 lbs. and up to 28 lbs.	1 0
Rags (in bundles) -	8 4		0 9
Rails (iron or steel) -	8 4		0 9
Rat cheese (poison) -	12 6		2 0
Rattans - - -	12 6		1 0
Razor blades - -	12 6		2 0

* *See* Schedule (F).

Description.	Import Rate.		Wharfage Due.
	Per ton	Per cwt. or package &c.	Per ton
	s. *d.*		*s.* *d.*
Recording machines -	15 10		2 0
Refrigerators - -	12 6		1 3
Registers (cash) - -	15 10		2 6
Rennet extract - -	15 10		2 0
Resin - - - -	10 6		0 9
Revolvers - - -	15 10		1 9
Ribbon (e.o.h.p.) - -	12 6		1 0
Ribbon (silk) - -	15 10		1 9
Rice - - - -	10 6		1 0
Rims - - - -	12 6		1 0
Rivets - - - -	10 6		0 9
Rolled oats - - -	10 6		1 0
Roller blinds - -	12 6		1 0
Roofing tiles - -	10 6		0 9
Roots - - - -	12 6		1 6
Rope - - - -	10 6		1 0
Rubber goods - -	12 6		1 6
Rum (casks) - -	12 6		2 0
Saddlery - - -	12 6		1 6
Safes (not exceeding 30 cwt.)	12 6		1 6
Sago - - - -	10 6		1 0
Salt - - - -	10 6		0 4
Saltpetre - - -	10 6		0 9
Samples - - -	—	1*s.* 6*d.* each - -	2*d.* each per ton
Sand - - - -	8 4		0 4
Sand-paper - - -	10 6		1 0
Sanitary fittings (not pipes).	12 6		1 3
Sardines - - - -	10 6		1 0
Sarsaparilla - -	12 6		1 9
Sashweights - -	12 6		1 0
Sawdust - - -	10 6		0 4
Scales - - - -	12 6		1 6
Scenery (theatrical) -	12 6		1 6
Screws - - -	10 6		1 0
Seal skins - - -	15 10		2 6
Seats - - - -	12 6		1 0
Seaweed - - -	10 6		1 0
Seed - - - -	*—		1 6
Sewing machines - -	15 10		1 6
Shafts - - - -	12 6		1 0
Shaving soap and sticks	12 6		1 3
Sheep carcases - -	9 0		1 9

* *See* Schedule (F).

Description.	Import Rate.		Wharfage Due.
	Per ton	Per cwt. or package &c.	Per ton
	s. *d.*		*s.* *d.*
Sheep dip - - -	10 6		1 0
Shelves - - -	12 6		1 0
Shells - - - -	12 6		1 0
Shellac - - -	10 6		1 3
Shives - - - -	12 6		0 9
Shoes - - - -	12 6		1 6
Shoe pegs - - -	12 6		1 6
Shoe shanks - -	12 6		1 6
Shot - - - -	10 6		0 9
Show cases - - -	12 6		1 3
Signs (enamel) - -	12 6		1 3
Silk - - - -	15 10		2 6
Silk goods - - -	15 10		2 6
			per package
Silver (bullion and specie).	—	1*s.* 9*d.* per package -	0 6
			per ton
Sizing powder - -	12 6		1 0
Skins - - - -	10 6		1 0
Slates - - - -	10 6		1 0
Slate (in bulk) - -	8 4		0 9
Slate pencils - -	12 6		1 0
Soap - - - -	10 6		0 9
Soda - - - -	10 6		0 9
Soda fountain equipment.	12 6		1 0
Specie (housing) - -	—	1*s.* 9*d.* per package	—
Spectacle cases - -	15 10		2 0
Spelter - - -	10 6		0 6
Spice - - - -	12 6		1 3
Spirits (in cases) - -	10 6		2 0
Spirits (in casks) - -	8 4		2 0
Spokes - - -	10 6		1 0
Sponges - - -	15 10		2 6
Sports goods - -	12 6		1 6
Spring balances - -	12 6		1 6
Spring doors - -	12 6		1 6
Stair pads - - -	10 6		1 0
Staples (iron) - -	8 4		0 9
Starch - - -	12 6		1 0
Stationery - - -	12 6		1 0
Steatite (crude in bags)	8 4		0 6
Steel (in packages) -	8 4		1 0
Steel joists and girders	8 4		0 9
Steel tanks - - -	8 4		0 9
Stone (polished) - -	10 6		1 0
Stone (rough) - -	8 4		0 4

Description.	Import Rate.		Wharfage Due.
	Per ton	Per cwt. or package &c.	Per ton
	s. *d.*		*s.* *d.*
Stone blocks - -	8 4		0 6
Stoneware - - -	12 6		1 0
Straw - - - -	10 6		0 9
Strawboards - -	10 6		0 9
Straw envelopes - -	10 6		0 9
Sugar - - -	10 6		1 0
Suit cases - - -	12 6		1 3
Sulphites - - -	12 6		1 3
Surgical appliances -	15 10		2 6
Syrup - - - -	10 6		0 9
Superphosphate (in bags direct ex ship).	7 6		0 6
Talc (prepared) - -	12 6		1 0
Talc (crude in bags) -	8 4		0 6
Tallow - - -	8 4		0 9
Tamarinds - - -	—	$1\frac{1}{2}d.$ per package up to 14 lbs. $2d.$ per package over 14 lbs. and up to 28 lbs.	1 3
Tangerines - - -	—	$1\frac{1}{2}d.$ per package up to 14 lbs. $2d.$ per package over 14 lbs. and up to 28 lbs.	1 3
Tannic extract - -	10 6		1 3
Tanning extract (in casks).	8 4		1 3
Tapioca - - -	12 6		1 0
Tea - - - -	10 6		2 0
Telegraph instruments	15 10		2 6
Telephones and telephone parts.	12 6		2 6
Theatre scenery - -	12 6		1 6
Tiles - - - -	10 6		0 9
Tin - - - -	12 6		1 0
Tinfoil (in cases) - -	10 6		1 0
Tinware - - -	12 6		1 3
Tobacco (unmanufactured in bales).	10 6		1 3
Tobacco (in tierces) -	8 4		1 3
Toilet powder - -	12 6		1 0
Toilet preparations -	15 10		1 9
Tomatoes - - -	10 6		1 3
Tongues (in cases) -	10 6		1 3
Tools - - - -	12 6		1 3
Toys - - - -	12 6		1 6
Tubing (in barrels) -	12 6		1 0

Description.	Import Rate.		Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per ton *s.* *d.*
Tubs (butter) - -	12 6		1 3
Tubs (wooden) - -	12 6		1 3
Turnips (in bags) -	10 6		0 9
			per package
Tusks - - - -	—	1*s.* 9*d.* per package -	0 6
			per ton
Twine - - - -	12 6		1 3
Twine binder - -	10 6		1 0
Type for printing -	12 6		1 0
Typewriters - -	15 10		2 0
Typewriter parts - -	12 6		1 3
Tyres (iron) - -	8 4		0 6
Vacuum bottles - -	15 10		1 6
Vacuum cleaners - -	15 10		1 6
Varnish - - -	12 6		1 3
Vegetable ivory - -	12 6		1 3
Veneering - - -	12 6		1 3
Vegetables (in baskets averaging 22 lbs.).	—	5*d.* per basket - -	1 3
Vinegar - - -	10 6		1 0
Wagon material - -	10 6		1 0
Wagons - - -	10 6		1 0
Walnuts - - -	10 6		1 0
Washers - - -	12 6		1 0
Washing machines -	12 6		1 3
Waste - - - -	10 6		0 9
Watches - - -	15 10		2 6
Water heaters - -	12 6		1 3
Water meters - -	12 6		1 3
Water springs - -	12 6		1 3
Wax - - - -	10 6		1 0
Weighing machines -	12 6		1 6
Wheat - - -	*—		1 0
Wheat (puffed) - -	8 4		1 0
Wheelbarrows - -	12 6		1 0
Wheels - - -	10 6		1 0
Whisky - - -	12 6		2 0
Whiting (in bags) -	8 4		0 9
Willows - - - -	15 10		1 3
Wines (crates or cases)	10 6		2 0
Wines (casks) - -	8 4		2 0
Wire - - - -	10 6		1 0
Wood blocks - -	8 4		0 9
Wood frames - -	12 6		1 3

* *See* Schedule (F).

Description.	Import Rate.		Wharfage Due.
	Per ton *s.* *d.*	Per cwt. or package &c.	Per ton *s.* *d.*
Wood hoops - -	12 6		1 0
Wood wool - - -	10 6		1 0
Wood flour (in bags) -	10 6		1 0
Wooden ware - -	12 6		1 0
Wool - - - -	10 6		1 3
Woollens - - -	12 6		1 6
X-ray tubes - -	15 10		2 6
Yarn jute - - -	8 4		1 0
Zinc - - - -	10 6		1 0

INWARD TRANSHIPMENTS.

Applicable to all classes of traffic.

7*s.* 6*d.* per ton avoirdupois } If feeder boat at same
4*s.* 0*d.* ,, measurement } or adjacent berth.

If feeder boat at other than same or adjacent berth the above rates plus 50 per cent.

OVERSIDE RATE.

1*s.* 3*d.* per ton avoirdupois.

BONDING RATES AND CHARGES FOR WINES AND SPIRITS.

	Casks..				Cases.		
	Puns. and Butts.	Hhds.	Qrs.	Octaves.	1 Doz.	2 Doz.	3 Doz.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
Rent per week - -	0 6	0 3	0 2	0 1	0 0½	0 1	0 1½
Porterage receiving into warehouse.	1 6	1 2	0 9	0 6	0 3	0 6	0 8
Ditto breaking out and delivering.	2 4	1 9	1 2	0 7	0 3	0 6	0 8
Racking and reducing (labour only).	5 3	3 6	1 9	0 10	—	—	—
Racking - - - -	3 0	2 3	1 6	—	—	—	—

A.D. 1923.

	s.	d.
Setting up casks for re-gauging and re-stowing in warehouse—		
As for breaking out and delivering		
Setting up casks for gauging at landing shed - - each	1	0
Vatting and use of vats—For first 24 hours per 100 gallons or part thereof	5	0
Each succeeding day per 100 gallons or part thereof -	0	6
Opening cases—In vaults - - - - - each	0	3
In shed - - - - - - each	0	4
Bottling—Including all labour in connection therewith per doz.	2	6
Sampling—Drawing samples at time of landing or on delivery (exclusive of Customs duty) - each	0	9
Drawing sample in bottle (exclusive of Customs duty) - - - - - - each	1	3
Agency—Entering for warehousing and supplying gauging account—		
Each consignment of cases - - - - -	2	6
For every 25 casks or fraction thereof - - -	2	6
Clearing or removal under bond—For every 5 casks or cases or fraction thereof - - - - -	1	0
Providing bond—Per consignment - - - -	5	0
Carding casks and cases (when cards supplied by the Company) - - - - - - - - each	0	1
Minimum	0	3
(When cards supplied by merchants) - - - each	0	$0\frac{1}{4}$
Minimum	0	1
Preparing consignment notes - - - - each	0	6

RATES ON WOOD INCLUDING DOCK HAULAGE.

Description.	Landing Wharfage Sorting Piling and Delivery (including measuring).	Landing Wharfage Sorting and Delivery (including measuring): Or Receiving ex Rail Piling and Delivery.	Landing Wharfage and Delivery to Rail Truck or Cart (without measuring) but tallied for pieces.	Rent per Week or part of a Week.	
				Under Cover.	Outside.
	(1)	(2)	(3)	(4)	(5)
	s. *d.*	*s.* *d.*			
Oregon pine silver spruce pitch pine and oak.	46 6 per standard	31 0 per standard	The charges specified in col. 2 less 2*s.* per standard If full cargo an allowance of 4*s.* per standard will be made upon that portion loaded direct to rail but no guarantee can be given that any particular goods or quantity will be so loaded.	5*d.* per standard	2½*d.* per standard.
Deals and battens (2 ins.–4 ins. thick) (fir).	31 9 ,,	21 2 ,,			
Firewood - - - - -	31 9 ,,	21 2 ,,			
Laths - - - - -	31 9 ,,	21 2 ,,			
Boards (under 2 ins. thick) (fir) -	34 3 ,,	22 10 ,,			
Slating and tiling battens (in bundles).	34 3 ,,	22 10 ,,			
Trellis - - - - -	34 3 ,,	22 10 ,,			
Block floorings (in bundles) -	34 3 ,,	22 10 ,,			
Mouldings - - - - -	46 6 ,,	31 0 ,,		6*d.* per 5000 ft. run.	—
Doors - - - - -	46 6 ,,	31 0 ,,		7½*d.* each per year.	—
Baulk timber - - - -	15 0 per load -	10 0 per load -	—	—	2*d.* per load.
Poles - - - - -	9 6 ,,	6 4 ,,	—	—	2*d.* per load.
				If stripped 50 per cent. added to above rents.	

A.D. 1923.

	s.	d.	
Stowing in barges	5	6	per standard.
Unpiling outside loading up and re-piling under cover and vice versâ	14	6	,,
Unpiling and re-piling to select lengths or quality	9	6	,,
Stripping—			
Deals and battens (merchant's sticks)	3	0	,,
Boards (merchant's sticks)	6	0	,,
Poles (merchant's sticks)	1	6	per load.
Overside rate—			
Baulk timber	0	7½	,,
Deals battens and boards	1	3	per standard.
Delivery to craft	3	9	,,

For the purposes of the above rates on wood—
Standard = 165 cubic feet.
Load = 50 cubic feet sawn.
Load = 40 cubic feet hewn.

SCHEDULE (E).

RATES ON MERCHANDISE &c. FOR SHIPMENT.

The rates specified in the second and third columns hereunder are ordinary day rates only and are chargeable for haulage over dock rails wharfage unloading housing stacking unstacking unhousing transhipment and delivery to ship as far as such services are required.

The wharfage dues specified in the fourth column are chargeable for wharfage when the rates in the second or third columns hereunder are not payable.

Rent will also be chargeable under Schedule (G) after seven days from date of arrival of goods at docks.

	s. d.		
Measurement cargo	4 3 per ton of 40 cubic feet		Wharfage due according to commodity as shown in fourth column of Schedule (D).
Weight cargo	8 0 per ton of 2,240 lbs.		

Rough Weight Cargo applicable to the following articles when so freighted by Shipping Company.	Per Ton Weight.	Per Cwt. or Package &c.	Wharfage Due.
	s. d.		
Asphalte	5 3		1s. per ton
Bags (empty old)	5 3		9d. per ton
Bars (iron or steel)	5 3		6d. per ton

Rough Weight Cargo applicable to the following articles when so freighted by Shipping Company.	Per Ton Weight.	Per Cwt. or Package &c.	Wharfage Due.
	s. *d.*		
Bicycles	—	2*s.* 3*d.* each	9*d.* each
Bricks (packed)	5 3		6*d.* per ton
Bullion (gold)	—	2*s.* 6*d.* per package	10*d.* per package
Bullion (silver)	—	1*s.* 9*d.* per package	6*d.* per package
Calves	—	8*s.* each	9*d.* each
Cartridges (blasting)	—	1*s.* 2½*d.* per package	2*d.* per package
Cartridges (sporting)	—	9½*d.* per package (1 to 50 packages)	1*d.* per package
Cartridges (sporting)	—	6½*d.* per package (51 to 100 packages)	1*d.* per package
Cartridges (sporting)	—	4½*d.* per package (over 100 packages)	1*d.* per package
Cats (accompanied)	—	2*s.* each	3*d.* each
Cattle	—	35*s.* each (500*l.* or over in value)	1*s.* 6*d.* each
Cattle	—	17*s.* 6*d.* each (under 500*l.* in value)	1*s.* 6*d.* each.
Cement	5 3		6*d.* per ton
Chalk	5 3		3*d.* per ton
Clay (china)	5 3		6*d.* per ton
Coke (foundry)	5 3		4*d.* per ton
Copperas (in barrels)	5 3		6*d.* per ton
Corpse	—	12*s.* 6*d.* each	2*s.* each
Cycles (motor)	—	4*s.* each	1*s.* 3*d.* each
Dogs	—	4*s.* each	6*d.* each
Dogs (accompanied)	—	2*s.* each	6*d.* each
Earth (red and yellow in barrels).	5 3		4*d.* per ton
Earthenware pipes	5 3		1*s.* per ton
Empty bags (old)	5 3		9*d.* per ton
Films	—	1*s.* per package	3*d.* each
Flanges and collars for tubes	5 3		9*d.* per ton
Fullers' earth	5 3		4*d.* per ton
Furniture vans	—	27*s.* each (up to 2 tons)	3*s.* each
Furniture vans	—	38*s.* 3*d.* each (up to 3 tons)	4*s.* each
Furniture vans	—	50*s.* each (up to 4 tons)	5*s.* each
Furniture vans	—	63*s.* each (up to 5 tons)	6*s.* each
Furniture vans (collapsible)	—	20*s.* each	1*s.* 6*d.* each
Galvanised iron	5 3		6*d.* per ton
Gunpowder	—	1*s.* 4*d.* per package (50 lbs. keg or box)	2*d.* per package
Gunpowder	—	11*d.* per package (half keg or box)	2*d.* per package
Hoops (wood)	—	2½*d.* per bundle	1*s.* per ton
Horses	—	35*s.* each (500*l.* or over in value)	1*s.* 6*d.* each

Rough Weight Cargo applicable to the following articles when so freighted by Shipping Company.	Per Ton Weight.	Per Cwt. or Package &c.	Wharfage Due.
	s. *d.*		
Horses - - - -	—	17*s.* 6*d.* each (under 500*l.* in value)	1*s.* 6*d.* each
Iron (galvanised) - -	5 3		6*d.* per ton
Iron bars - - - -	5 3		6*d.* per ton
Iron pigs - - - -	5 3		6*d.* per ton
Iron plates - - -	5 3		6*d.* per ton
Iron poles - - - -	5 3		6*d.* per ton
Iron rails - - - -	5 3		9*d.* per ton
Iron rods - - - -	5 3		6*d.* per ton
Iron sleepers - - -	5 3		6*d.* per ton
Iron tubes - - - -	5 3		9*d.* per ton
Jewellery - - - -	—	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	1*s.* per package
Lime - - -	5 3		6*d.* per ton
Metal plates - - -	5 3		6*d.* per ton
Metal rods - - -	5 3		6*d.* per ton
Metal (scrap) - - -	5 3		6*d.* per ton
Motor cars - - -	—	1*s.* per cwt. - - -	3*s.* each
Motor cycles - - -	—	4*s.* each - - - -	1*s.* 3*d.* each
Motor tractors - - -	—	1*s.* per cwt. - - -	3*s.* each
Motor cycles and sidecars -	—	6*s.* each - - -	1*s.* 9*d.* each
Oil (in barrels) - - -	5 3		1*s.* 3*d.* per ton
Ore - - - - -	5 3		4*d.* per ton
Organs - - - -	—	12*s.* 3*d.* each - - -	1*s.* 6*d.* each
Paint (in drums) - -	5 3		1*s.* per ton
Parcels (single) - - -	—	6*d.* each - - - -	1*d.* each
Parcels (in bags) (40 cubic feet to ton)	4 6		1*d.* each
Pianos - - - -	—	13*s.* 6*d.* each - - -	1*s.* 6*d.* each
Piano players - - -	—	13*s.* 6*d.* each - - -	1*s.* 6*d.* each
Pictures - - - -	—	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	1*s.* 6*d.* per package
Pipes (earthenware) - -	5 3		1*s.* per ton
Plaster (in bags) - -	5 3		9*d.* per ton
Plate (valuable) - -	—	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	1*s.* per package
Plates (iron steel or zinc) -	5 3		6*d.* per ton
Poles (iron or steel) - -	5 3		6*d.* per ton
Ponies - - - -	—	17*s.* 6*d.* each (250*l.* or over in value)	2*s.* each
Ponies - - - -	—	14*s.* each (under 250*l.* in value)	2*s.* each
Poultry (live) - - -	—	6*d.* each - - - -	1*d.* each
Poultry (live) (as stores) -	—	3*d.* each - - - -	½*d.* each
Precious stones - - -	—	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	1*s.* 6*d.* per package

Rough Weight Cargo applicable to the following articles when so freighted by Shipping Company.	Per Ton Weight.	Per Cwt. or Package &c.	Wharfage Due.
	s. d.		
Quicksilver	—	1*s.* per cent. ad valorem minimum 2*s.* 6*d.*	1*s.* per package
Rabbits (live)	—	6*d.* each	1*d.* each
Rags (in bales)	5 3		9*d.* per ton
Rails (iron or steel)	5 3		9*d.* per ton
Rods (iron or steel)	5 3		6*d.* per ton
Safety fuses	—	1*s.* 2½*d.* per package	2*d.* per package
Sand (in bulk)	5 3		4*d.* per ton
Scrap metal	5 3		6*d.* per ton
Sheep	—	10*s.* each	9*d.* each
Sheep (as stores)	—	1*s.* 6*d.* each	9*d.* each
Shooks	—	9½*d.* per bundle	1*s.* per ton
Slate debris (crushed)	5 3		6*d.* per ton
Sleepers (iron or steel)	5 3		6*d.* per ton
Specie (gold)	—	2*s.* 6*d.* per package	10*d.* per package
Specie (silver)	—	1*s.* 9*d.* per package	6*d.* per package
Specie (housing in strong room)	—	1*s.* 9*d.* per package	6*d.* per package
Steel bars	5 3		6*d.* per ton
Steel plates	5 3		6*d.* per ton
Steel poles	5 3		6*d.* per ton
Steel rails	5 3		9*d.* per ton
Steel rods	5 3		6*d.* per ton
Steel sleepers	5 3		6*d.* per ton
Steel tubes	5 3		9*d.* per ton
Steel wire (in coils)	5 3		1*s.* per ton
Stone	5 3		6*d.* per ton
Sulphate of ammonia	4 0		6*d.* per ton
Tar (in barrels)	5 3		1*s.* per ton
Tea (lead)	5 3		9*d.* per ton
Tiles (earthenware)	5 3		9*d.* per ton
Tiles (packed)	5 3		9*d.* per ton
Whiting	5 3		9*d.* per ton
Zinc plates	5 3		1*s.* per ton

OUTWARD TRANSHIPMENTS.

Applicable to all classes of traffic.

7*s.* 6*d.* per ton avoirdupois } If feeder boat at same or
4*s.* 0*d.* ,, measurement } adjacent berth.

If feeder boat at other than same or adjacent berth the above rates plus 50 per cent.

OVERSIDE RATE.

1*s.* 3*d.* per ton avoirdupois.

SCHEDULE (F).

RATES CHARGES AND RENTS ON GRAIN SEED AND FLOUR IMPORTED.

Grain in Bulk (when handled at Inner Dock).

Ex Ship to Craft..	Ex Ship to Rail Truck or Cart.	Warehouse Rate.	Warehouse Rent per Week.
	Per 100 quarters.		
£2 15*s.* 0*d.*	£3 10*s.* 0*d.*	£5 17*s.* 6*d.*	4*s.*

Conditions applicable to above-mentioned rates charges and rents :—

Warehouse rent may be charged as from mid discharge of ship.

Rates to be increased by 10 per cent. on importations of less than 2,000 quarters.

Ex ship rate includes measuring filling in sacks in hold weighing and placing on deck or rail of discharging vessel and delivering to rail truck cart or craft alongside.

Warehouse rate includes measuring filling in sacks in hold weighing housing re-weighing and delivery to rail truck cart or craft alongside.

Grain out of condition and requiring storage to a depth of less than 4 feet to be charged 1*s.* 8*d.* per 100 quarters per week for each foot or part of a foot below 4 feet left unoccupied.

Grain Meal and Flour in Bags (whole cargoes when handled at inner dock).

Ex Ship to Craft.	Ex Ship to Rail Truck or Cart.	Warehouse Rate.	Warehouse Rent per Week.
2*s.* 3*d.* per ton	3*s.* per ton	6*s.* 6*d.* per ton	Grain—4*s.* per 100 quarters. Meal and flour—5*d.* per ton.

Conditions applicable to above-mentioned rates charges and rents :—

Warehouse rent may be charged as from mid discharge of ship.

Rates to be increased by 10 per cent. on importations of less than 2,000 quarters.

Warehouse rate includes weighing re-housing re-weighing and delivery to rail truck cart or craft alongside.

Grain and Seed in Bags (ex liners when handled at berths other than at inner dock and worked throughout in original bags).

To Rail Truck Craft or Cart within 7 days of breaking bulk.	Warehouse Rate.	Warehouse Rent per Week.
6*s.* per ton	11*s.* 6*d.* per ton	4*s.* per 100 quarters.

Conditions applicable to above-mentioned rates charges and rents :—

Warehouse rate may be charged as from 7 days after breaking bulk.

Warehouse rate includes receiving weighing housing re-weighing and delivery to rail truck cart or craft alongside.

Flour and Meal in Bags or Barrels (ex liners when handled at berths other than at inner dock).

Receiving ex Ship and reloading within 10 days of ship's entry.	Warehouse Rate.	Warehouse Rent per Week.
6*s.* per ton	11*s.* 6*d.* per ton	5*d.* per ton.

Rates for bran pollards middlings and other grain offals to be increased by 10 per cent.

Conditions applicable throughout Schedule (F) :—

On a single delivery of less than 5 quarters an additional charge of 1*s.* may be levied.

In the event of craft being unable to lie alongside warehouse in which grain or flour is stored an extra charge of 1*s.* 9*d.* per ton to be made for conveyance to craft.

Rates and charges cover operations during day working only.

The Company not to be responsible for leakage loss of weight or measure or for loss by vermin moth worm weevil or insect generated in goods or for deterioration from any natural cause whatsoever of goods deposited in their warehouses.

The Company not to be liable for any delay loss or damage arising from stress of weather or from combination or strikes of any persons in their or other employment or service or from any consequence arising therefrom.

A.D. 1923.

Rates and charges to be payable on the landing of goods or completion of work.

Rent to be payable on delivery or transfer of goods and on all balances of stocks on 30th June and 31st December in each year.

SCHEDULE (G).

RATES OF RENT ON GOODS.

These rates may be charged on import traffic after 14 days from date of ship's entry and on export traffic after 7 days from date of arrival of goods Part of one week to be charged as one week.

Description.	Per ton per week.
Acids - - - - - -	By special arrangement.
	s. *d.*
Adding machines - - -	1 6
Advertising matter - - -	1 3
Aeroplanes - - - -	By special arrangement.
	s. *d.*
Air compressors - - - -	1 3
Air guns - - - - -	1 6
Alabastine - - - - -	1 3
Almonds (in shell) - - -	0 10
Alva - - - - - -	1 3
Aloes - - - - - -	1 3
Alum - - - - - -	0 7½
Aluminium ware - - -	1 6
Amber - - - - -	1 6
Appliances (surgical) - - -	1 6
Arrowroot - - - - -	0 10
Artists' materials - - -	1 6
Asbestos - - - - -	0 10
Asbestos goods (packed) - -	0 10
Asphalte - - - - -	0 7½
Athletic goods - - - -	1 6
Auto. horns (in cases) - - -	1 6
Baby carriages - - - -	1 6
Baking powder - - - -	0 10
Balances (spring) - - -	1 3
Balata (rubber) - - - -	1 3
Bamboos - - - - -	1 3
Bark - - - - - -	1 3
Barley - - - - -	See Schedule (F).
	s. *d.*
Bars iron or steel (loose) - -	0 5

Description.	Per ton per week.	A.D. 1923.
	s. d.	
Bars steel (packed) - - -	0 5	
Baskets - - - - -	2 1	
Batteries (dry) - - - -	1 3	
Beans (cocoa) - - - -	0 10	
Beaver board - - - -	0 10	
Beech staves - - - -	0 5	
Beer - - - - - -	0 10	
Bellows - - - - -	0 10	
Bicycles (packed) - - -	3*d.* each per week.	
	s. d.	
Bicycle parts - - - -	1 3	
Bicycle accessories - - -	1 3	
Billiard balls (compo.) - -	1 3	
Billiard balls (ivory) - - -	1 6	
Binder twine - - - -	0 7½	
Biscuits - - - - -	0 10	
Blacking - - - - -	0 7½	
Blacklead - - - - -	0 7½	
Blankets cotton (in bales) - -	0 10	
Blocks (butchers') - - -	0 7½	
Blue - - - - - -	0 7½	
Bog ore (bags) - - - -	0 5	
Bog ore (bulk) - - - -	By special arrangement.	
	s. d.	
Bolts (in cases) - - - -	0 7½	
Bones (packed) - - - -	0 7½	
Books - - - - -	1 3	
Boots - - - - - -	1 3	
Bottles common (empty) - -	0 7½	
Bran - - - - - -	See Schedule (F).	
Brandy (in casks or cases) -	See bonding rates and charges.	
	s. d.	
Brassware - - - - -	1 3	
Briar wood - - - -	1 3	
Bristles - - - - -	1 3	
Bronzes - - - - -	1 6	
Bronze powder - - - -	1 3	
Broomhandles - - - -	1 3	
Brushes - - - - -	1 3	
Buckwheat - - - -	See Schedule (F).	
	s. d.	
Bulbs - - - - - -	1 6	
Bullion (gold) - - - -	By special arrangement.	
Bullion (silver) - - - -	By special arrangement.	
Bullion (copper) - - - -	By special arrangement.	
	s. d.	
Butter - - - - -	0 7½	

A.D. 1923.	Description.	Per ton per week.
		s. *d.*
	Butter colour (in casks) - -	0 $7\frac{1}{2}$
	Buttons - - - - -	1 3
	Cable (in reels) - - - -	By special arrangement.
	Cable drums (empty returned) -	By special arrangement.
		s. *d.*
	Cake (oil) - - - - -	0 5
	Cane - - - - - -	1 3
	Candles - - - - -	0 10
	Canvas in rolls - - - -	0 $7\frac{1}{2}$
	Capsules - - - - -	1 6
	Carbons - - - - -	0 $7\frac{1}{2}$
	Cardboard - - - - -	0 10
	Carpets (in bales) - - -	0 10
	Carrots - - - - -	0 10
	Cases (spectacle) - - -	1 6
	Casings (sausage in casks) - -	0 $7\frac{1}{2}$
	Casein flour - - - -	0 5
	Cement - - - - -	0 $7\frac{1}{2}$
	Chair reeds - - - -	1 3
	Chalk - - - - - -	0 $7\frac{1}{2}$
	Chalks - - - - -	0 10
	Charcoal - - - - -	0 10
	Cheese (in boxes) - - -	0 10
	Cheese (loose) - - - -	0 10
	Chemical manure - - -	0 5
	Chestnuts - - - - -	0 10
	Chestnuts (extract of) - -	1 3
	Chillies - - - - -	0 $7\frac{1}{2}$
	Chimney pieces (marble) - -	1 6
	China - - - - -	1 6
	Chow Chow - - - -	0 10
	Cider (in casks) - - - -	See bonding rates and charges.
	Cigars - - - - -	5*d.* per package per week.
	Cigarettes - - - - -	5*d.* per package per week.
		s. *d.*
	Clay - - - - - -	0 $7\frac{1}{2}$
	Clocks - - - - -	1 6
	Clock parts and movements -	1 6
	Cloth - - - - -	0 10
	Clothing - - - - -	0 10
	Cloth (emery) - - - -	0 10
	Clothing (old for pulp) - -	0 $7\frac{1}{2}$
	Cloth (jute) - - - -	0 10
	Cloves - - - - -	0 10

Description.	Per ton per week.
	s. d.
Cochineal - - - - -	1 6
Cocoa (manufactured in bags or cases) - - - - -	0 10
Cocoa beans - - - -	0 10
Cocoanuts - - - - -	0 10
Coffee - - - - -	0 10
Coffee (hulls) - - - -	0 10
Concrete bars - - - -	0 5
Condensed milk - - - -	0 10
Confectionery - - - -	0 10
Copper (bullion specie) - -	By special arrangement.
Copper (ingots) - - - -	By special arrangement.
Copper (ore) - - - - -	By special arrangement.
	s. d.
Copra - - - - -	0 10
Cork wood (in bales) - - -	1 3
Corks (in bags) - - - -	1 3
Corn cob pipes - - - -	1 3
Corsets - - - - -	1 3
Corset materials - - - -	0 10
Cotton - - - - -	0 10
Cotton goods - - - -	0 10
Cotton seed - - - -	See Schedule (F).
	s. d.
Cream of Tartar - - - -	1 3
Crystals (soda or rock) - -	1 3
Currants (dried) - - - -	0 10
Cutlery - - - - -	1 3
Cycles (motor) - - - -	6*d.* each per week.
	s. d.
Dental goods - - - -	1 6
Dioxygen - - - - -	1 3
Distemper - - - - -	0 10
Dried fruit - - - - -	0 10
Drugs - - - - -	1 6
Dye stuffs - - - - -	1 3
Earthenware - - - -	0 10
Ebony - - - - -	1 6
Eggs - - - - - -	1 3
Egg beaters - - - -	1 3
Egg yolks (in casks) - - -	0 10
Electrical goods - - - -	1 6
Electrical hardware - - -	1 3
Electrical machinery in parts (in cases) - - - - -	1 3

A.D. 1923.	Description.	Per ton per week.
		s. *d.*
	Embroidery - - - -	1 6
	Emery - - - - -	0 10
	Emery wheels - - - -	0 10
	Enamels - - - - -	1 3
	Enamel signs - - - -	1 3
	Enamel-ware - - - -	0 10
	Engravings - - - -	1 6
	Envelopes (straw) - - -	1 3
	Epsom salts - - -	0 10
	Ergot of rye - - - -	1 3
	Essential oil - - - -	1 6
	Extract - - - - -	1 3
	Extract of rennet - - -	1 6
	Fancy goods - - - -	1 6
	Farina - - - - -	See Schedule (F).
		s. *d.*
	Feathers (bed) - - - -	1 6
	Felt - - - - - -	0 7½
	Fibre - - - - - -	0 10
	Figs (pressed) - - - -	0 10
	Fire extinguishers - - -	1 3
	Fish (canned) - - - -	0 10
	Fish (dried) - - - -	0 10
	Fish (preserved) - - - -	0 10
	Flax - - - - - -	0 10
	Flint glass (packed) - - -	1 3
	Floor cloth - - - -	0 7½
	Flour - - - - - -	See Schedule (F).
		s. *d.*
	Fly swats (gauze) - - -	1 6
	Force food - - - - -	0 7½
	Fruit (canned) - - - -	0 10
	Fruit (dried) - - - -	0 10
	Fruit pulp - - - - -	0 10
	Furniture - - - - -	By special arrangement.
	Furniture steel office (packed) -	By special arrangement.
		s. *d.*
	Furs - - - - - -	1 6
	Garlic - - - - - -	0 10
	Gas mantles - - - -	1 6
	Gas stoves - - - - -	0 10
	Gelatine - - - - -	0 10
	Gherkins (in brine) - - -	0 10
	Ginger - - - - -	0 10

Description.	Per ton per week.	A.D. 1923.
	s. *d.*	
Glass (plate) - - - -	1 6	
Glass (tiles) - - - -	1 3	
Glassware - - - - -	1 3	
Glass (window) - - - -	1 3	
Gloves - - - - -	1 6	
Glucose - - - - -	0 10	
Glue - - - - - -	0 10	
Glycerine - - - - -	1 6	
Goatskins (in bales) - - -	1 3	
Go-carts - - - - -	1 6	
Gold (bullion specie) - - -	By special arrangement.	
Government and other valuable documents - - - -	By special arrangement.	
	s. *d.*	
Grape nuts - - -	0 7½	
Graphite - - - - -	0 10	
Grasses (dried) - - - -	1 3	
Grease (common) - - -	0 10	
Grease (petroleum) - - -	0 10	
Ground nuts - - - -	0 10	
Guano - - - - -	0 5	
Gum - - - - - -	0 10	
Gun material - - - -	1 3	
Hair - - - - - -	1 3	
Hammocks - - - - -	0 10	
Hardware - - - - -	0 10	
Haricot beans - - - -	0 7½	
Hat pegs - - - - -	1 3	
Hay - - - - - -	1 6	
Health foods - - - -	0 10	
Hemp - - - - -	0 10	
Hides (in bundles) - - -	1 3	
Hides (loose) - - - -	1 3	
Honey - - - - -	0 10	
Hoofs - - - - - -	1 3	
Hoop iron - - - - -	0 5	
Hoop wood (in bundles) - -	1 3	
Horns (in bales) - - - -	0 10	
Horse boxes - - - -	By special arrangement.	
Horses - - - - -	By special arrangement.	
	s. *d.*	
Hosiery - - - - -	1 3	
Incubators - - - - -	1 3	
India rubber - - - -	1 3	

A.D. 1923.	Description.	Per ton per week.
		s. *d.*
	Indigo - - - - -	1 3
	Ink - - - - - -	1 3
	Iodine - - - - -	1 6
	Ipecacuanha - - - -	1 6
	Iron angles - - - -	0 5
	Iron bars - - - - -	0 5
	Iron baths - - - - -	0 5
	Iron boxes - - - - -	0 5
	Iron castings - - - -	0 5
	Iron hoops - - - - -	0 5
	Iron hoists - - - - -	0 5
	Iron nails - - - - -	0 5
	Iron nuts and bolts - - -	0 5
	Iron ore - - - - -	0 5
	Iron (pig) - - - - -	0 5
	Iron pipes - - - - -	0 5
	Iron plates - - - -	0 5
	Iron scrap - - - - -	0 5
	Iron sheets - - - -	0 5
	Iron tyres - - - - -	0 5
	Iron tubes - - - - -	0 5
	Ironware - - - - -	0 7½
	Ivory - - - - - -	1 6
	Ivory nuts - - - - -	1 3
	Jam (in cases) - - - -	0 10
	Joists (iron or steel) - - -	0 5
	Jute - - - - - -	0 10
	Jute bags - - - - -	1 3
	Jute cloth - - - - -	1 3
	Kainit (in bags) - - - -	0 5
	Kainit (in bulk) - - - -	0 5
	Lamp goods - - - -	1 3
	Lamps and lanterns - - -	1 3
	Lace - - - - - -	1 6
	Lard - - - - - -	0 7½
	Lead ore - - - - -	0 5
	Lead pencils - - - -	0 10
	Lead (pig) - - - - -	0 7½
	Lead (sheet and pipe) - - -	0 7½
	Lead (white) - - - -	0 7½
	Leather - - - - -	1 3
	Lemons - - - - -	0 10
	Lenses (photographic) - -	1 6

Description.	Per ton per week.	A.D. 1923.
	s. d.	
Lightning arrestors	0 10	
Lignum vitæ	0 10	
Lime juice (in casks)	1 3	
Limestone (polished)	0 7½	
Limestone (rough)	0 7½	
Linen	0 10	
Linen goods	0 10	
Linoleum	0 7½	
Linseed	See Schedule (F).	
Liqueurs	See bonding rates and charges.	
	s. d.	
Lithographic stones	0 7½	
Locks	1 3	
Macaroni	0 10	
Machinery	By special arrangement.	
	s. d.	
Machines (adding)	1 6	
Machines (sewing)	1 6	
Machines (numbering)	1 6	
Magnesite (calcined)	0 10	
Maize	See Schedule (F).	
Maize meal	See Schedule (F).	
	s. d.	
Manicure preparations	1 6	
Mantles (gas)	1 6	
Maps and plans	1 6	
Marble (chimney pieces)	1 6	
Marble (plain)	1 3	
Margarine	0 7½	
Marmalade	0 10	
Matchblocks	0 10	
Matches	2½*d.* per case per week for 4 weeks and afterwards 5*d.* per case per week.	
	s. d.	
Mats (grass)	1 3	
Mats and matting	1 3	
Meal	See Schedule (F).	
Mealy meal	See Schedule (F).	
	s. d.	
Meat (canned in cases)	0 7½	
Metal	0 10	
Meters	0 10	
Mica	1 3	
Middlings	See Schedule (F).	

A.D. 1923.	Description.	Per ton per week.
		s. d.
	Milk (condensed)- - - -	0 10
	Milk (e.o.h.p.) - - - -	0 10
	Millstones - - - - -	0 10
	Mineral waters - - - -	1¼*d.* per dozen per week.
		s. d.
	Mineral (white) - - - -	0 7½
	Mistletoe - - - - -	0 5
	Mohair - - - - -	1 3
	Molascuit - - - - -	0 10
	Molasses - - - - -	0 10
	Moss litter - - - -	0 7½
	Motor cars - - - - -	By special arrangement.
		s. d.
	Motor machinery - - -	1 6
	Motor tractors - - - -	1 6
	Musical instruments - - -	1 6
	Mustard - - - - -	0 10
	Nickel tips for cartridges - -	0 10
	Notions - - - - -	1 3
	Novelties - - - - -	1 3
	Nut kernels - - - -	0 10
	Oakum - - - - -	0 10
	Oatmeal prepared (in cases) -	0 7½
	Oats - - - - - -	See Schedule (F).
		s. d.
	Oats (porage) - - - -	0 7½
	Oats (Quaker) - - - -	0 7½
	Oilcake - - - - -	0 5
	Oil clothing - - - -	0 10
	Oil (cocoanut) - - - -	0 10
	Oilcloth (in cases) - - -	0 10
	Oil (lubricating) - - - -	0 10
	Oil (machine) - - - -	0 10
	Oil stones - - - - -	0 10
	Oil stoves - - - - -	1 3
	Oil (whale) - - - -	0 10
	Ointments - - - - -	1 3
	Oleo - - - - - -	0 10
	Oleographs - - - - -	1 3
	Olive oil - - - - -	0 10
	Onions - - - - -	0 10
	Optical goods - - - -	1 3
	Oranges - - - - -	0 10
	Ore - - - - - -	0 5
	Organs - - - - -	By special arrangement.

Description.	Per ton per week.
	s. *d.*
Paint - - - - - -	0 10
Paper (common packing) - -	0 5
Paper (e.o.h.p.) - - - -	0 7½
Paste - - - - - -	0 10
Pears (dried) - - - -	0 10
Peas (packets in cases) - -	0 10
Peat (earth) - - - -	0 7½
Pedestals - - - - -	1 3
Pencils (lead) - - - -	0 10
Pen holders - - - -	0 10
Peppermint oil - - - -	0 10
Perfumery - - - - -	1 6
Petroleum grease - - -	0 10
Petroleum jelly - - - -	0 10
Phosphates - - - -	0 5
Photo materials - - - -	1 6
Piano players - - - -	By special arrangement.
Pianos - - - - -	By special arrangement.
Player pianos - - - -	By special arrangement.
	s. *d.*
Piassava - - - - -	1 3
Pickles - - - - -	0 10
Picture frames - - - -	0 10
Picture mouldings - - -	0 10
Pig iron - - - - -	0 5
Pimento - - - - -	0 10
Pipe cleaners - - - -	0 10
Pipes (cast iron) - - - -	0 5
Pipes (conduit) - - - -	0 5
Pitch - - - - - -	0 7½
Plants - - - - -	1*s.* 6*d.* at owner's risk.
Plaster casts - - - -	1*s.* 6*d.* at owner's risk.
	s. *d.*
Plaster (in bags) - - - -	0 10
Playing cards - - - -	2½*d.* per package per week.
	s. *d.*
Ploughs - - - - -	0 10
Plumbago - - - - -	0 7½
Plush - - - - - -	0 10
Plywood - - - - -	0 10
Pollards - - - - -	See Schedule (F).
	s. *d.*
Potash - - - - -	0 7½
Potatoes (in cases or bags) - -	0 10
Powder (toilet) - - -	1 3
Preserves - - - - -	0 10

A.D. 1923.	Description.	Per ton per week.
		s. *d.*
	Printed matter - - - -	0 10
	Provisions - - - - -	0 10
	Prunes - - - - -	0 10
	Puffed wheat - - - -	0 7½
	Pulp - - - - - -	0 10
	Pumice stone - - - -	0 10
	Pumps (packed) - - - -	0 10
	Quartz - - - - -	0 5
	Rabbit skins - - - -	1 3
	Radiators - - - - -	0 10
	Rags (in bundles) - - -	0 7½
	Rails (iron or steel) - - -	0 5
	Rattans - - - - -	1 3
	Razor blades - - - -	1 6
	Recording machines - - -	1 6
	Refrigerators - - - -	1 3
	Registers (cash) - - - -	1 6
	Rennet (extract) - - -	1 6
	Resin - - - - - -	0 7½
	Revolvers - - - - -	1 6
	Ribbon (e.o.h.p.) - - -	1 3
	Ribbon (silk) - - - -	1 6
	Rice - - - - - -	0 7½
	Rims - - - - - -	0 10
	Rivets - - - - -	0 7½
	Rolled oats - - - -	0 7½
	Roller blinds - - - -	0 10
	Roofing tiles - - - -	0 7½
	Roots - - - - -	0 10
	Rope - - - - - -	0 10
	Rubber goods - - - -	1 3
	Rum (casks) - - - -	See bonding rates and charges.
		s. *d.*
	Saddlery - - - - -	1 3
	Safes (not exceeding 30 cwt.) -	0 5
	Sago - - - - - -	0 7½
	Salt - - - - - -	0 7½
	Saltpetre - - - - -	0 7½
	Sand - - - - - -	0 5
	Sandpaper - - - - -	0 7½
	Sanitary fittings (not pipes) -	1 3
	Sardines - - - - -	0 10
	Sarsaparilla - - - -	1 3
	Sashweights - - - -	0 10

Description.	Per ton per week.	A.D. 1923.
	s. d.	
Scales - - - - -	1 3	
Scenery (theatrical) - - -	By special arrangement.	
	s. d.	
Screws - - - - -	0 $7\frac{1}{2}$	
Sealskins - - - - -	1 6	
Seats - - - - - -	0 10	
Seaweed - - - - -	1 3	
Seed - - - - - -	See Schedule (F).	
	s. d.	
Sewing machines - - -	1 6	
Shafts - - - - -	1 3	
Shaving soap and sticks - -	1 3	
Shells - - - - - -	1 3	
Shelves - - - - -	1 3	
Shellac - - - - -	0 10	
Shives - - - - -	0 10	
Shoes - - - - - -	1 3	
Shoe pegs - - - - -	0 10	
Shoe shanks - - - -	0 10	
Shot - - - - - -	0 $7\frac{1}{2}$	
Show cases - - - - -	1 6	
Signs (enamel) - - - -	1 3	
Silk - - - - - -	1 6	
Silk goods - - - - -	1 6	
Sizing powder - - - -	0 10	
Skins - - - - - -	1 3	
Slates - - - - -	1 3	
Slate (in bulk) - - - -	0 10	
Slate pencils - - - -	1 3	
Soap - - - - - -	0 10	
Soda - - - - - -	0 10	
Spectacle cases - - - -	1 6	
Spelter - - - - -	0 10	
Spice - - - - - -	1 3	
Spirits - - - - -	See bonding rates and charges.	
	s. d.	
Spokes - - - - -	0 10	
Sponges - - - - -	1 6	
Sports goods - - - -	1 3	
Spring balances - - - -	1 3	
Spring doors - - - -	1 3	
Stair pads - - - - -	0 10	
Starch - - - - -	0 10	
Stationery - - - - -	0 10	
Steatite crude (in bags) - -	0 $7\frac{1}{2}$	
Steel (in packages) - - -	0 5	

A.D. 1923.	Description.	Per ton per week.
		s. d.
	Steel joists and girders - -	0 5
	Steel tanks - - - - -	By special arrangement.
		s. d.
	Stone (polished) - - - -	0 10
	Stone (rough) - - - -	0 7½
	Stone blocks - - - -	0 7½
	Stoneware - - - - -	1 3
	Straw - - - - -	1 6
	Strawboards - - - -	0 10
	Straw envelopes - - - -	1 6
	Sugar - - - - - -	0 7½
	Suit cases - - - - -	1 6
	Sulphites - - - - -	0 10
	Surgical appliances - - -	1 6
	Syrup - - - - -	0 10
	Superphosphate (in bags) - -	0 5
	Talc (prepared) - - - -	0 10
	Talc (crude in bags) - - -	0 7½
	Tallow - - - - -	0 7½
	Tannic extract - - - -	1 3
	Tanning extract (in casks) - -	1 3
	Tapioca - - - - -	0 10
	Telegraph instruments - -	1 6
	Tiles - - - - - -	0 7½
	Tin - - - - - -	1 3
	Tinfoil (in cases) - - -	0 10
	Tinware - - - - -	1 3
	Toilet powder - - - -	1 3
	Tongues (in cases) - - -	0 10
	Tools - - - - - -	1 3
	Toys - - - - - -	1 6
	Tubing (in barrels) - - -	1 3
	Tubs (butter) - - - -	0 10
	Tubs (wooden) - - - -	0 10
	Turnips (in bags) - - -	0 10
	Twine - - - - -	0 7½
	Twine (binder) - - - -	0 7½
	Typewriters - - - -	1 6
	Typewriter parts - - -	1 6
	Tyres (iron) - - - -	0 5
	Vacuum bottles - - - -	1 6
	Vacuum cleaners - - -	1 6
	Varnish - - - - - -	0 10
	Vegetable ivory - - - -	1 3

Description.	Per ton per week.
	s. d.
Veneering	1 6
Vinegar	0 10
Wagon material	0 10
Wagons	0 10
Walnuts	0 10
Washers	0 10
Washing machines	1 3
Waste	0 7½
Watches	1 6
Water heaters	1 3
Water meters	1 3
Water springs	1 3
Wax	0 10
Weighing machines	1 6
Wheat	See Schedule (F).
	s. d.
Wheat (puffed)	0 7½
Wheelbarrows	1 3
Wheels	0 10
Whisky	See bonding rates and charges.
	s. d.
Willows	1 3
Wines (crates or cases)	See bonding rates and charges.
	s. d.
Wire	0 10
Wood blocks	0 7½
Wood frames	0 10
Wood hoops	0 10
Wood wool	0 7½
Wood flour (in bags)	0 7½
Wooden ware	0 10
Wool	1 3
Woollens	1 3
X-ray tubes	1 6
Yarn (jute)	1 3
Zinc	0 10

A.D. 1923.

THE THIRD SCHEDULE.

AN AGREEMENT made the 28th day of February 1916 between the PADSTOW HARBOUR COMMISSIONERS (hereinafter called "the Commissioners") of the one part and the LONDON AND SOUTH WESTERN RAILWAY COMPANY (hereinafter called "the Company") of the other part.

WHEREAS the Commissioners are constituted and carry on their undertaking under the Padstow Harbour Acts and Orders 1844 to 1913 :

And whereas for the purposes of this agreement the following plans have been prepared and signed in duplicate that is to say (i) Plan A showing the site and position of the works hereinafter mentioned and signed by Sir George Croydon Marks (the Commissioners' consulting engineer) on behalf of the Commissioners and by Alfred Weeks Szlumper (the Company's engineer) on behalf of the Company (ii) Plans B and C showing by a red colour the basin quays wharves jetties and lands of the Commissioners affected by this agreement at Padstow and Wadebridge respectively and both signed by G. J. L. Ellis (the Commissioners' clerk) on behalf of the Commissioners and by Godfrey Knight (the Company's secretary) on behalf of the Company and (iii) Plan D showing by a yellow colour the cottages and lands of the Commissioners to be retained by them as hereinafter mentioned and also signed by the said G. J. L. Ellis and Godfrey Knight on behalf of the Commissioners and the Company respectively :

And whereas the Company are the lessees for 999 years from the 1st day of January 1913 of the railways of the North Cornwall Railway Company including the railway premises shown in the said plans :

Now it is hereby agreed and declared as follows :—

1. The Company shall continue and shall as soon as practicable execute and complete the following works which have already been commenced by them and which are hereinafter together called "the preliminary works" that is to say (*a*) The construction of that portion of the dock wall and wharf shown in the said Plan A which lies between the points therein marked A and B including in such construction the removal of the projecting portion of old Quay Wall therein marked Z (*b*) The filling in and levelling of the space of land lying between the western boundary of the said portion of dock wall and the boundaries of the Company's adjoining land so as to bring all such land to a uniform level and (*c*) The deepening and levelling to a minimum

depth of 12 ft. at high water ordinary neap tide of that portion of the bed of the River Camel (or of the wet dock in clause 2 hereinafter mentioned) which is hatched with blue lines in the said Plan A.

2. After the completion of the preliminary works the Company shall as soon as practicable and convenient execute and complete the following further works (hereinafter together called "the further works") that is to say (*a*) All such and so many of the works authorised by and described in section 9 of the Padstow Harbour Order 1913 (scheduled to and confirmed by the Pier and Harbour Orders Confirmation (No. 1) Act 1913) as are not comprised in the preliminary works and (*b*) The deepening and levelling to the minimum depth in clause 1 hereinbefore mentioned of that portion of the bed of the River Camel (or of the wet dock (including the entrance thereto) referred to in the said section and shown in outline in the said Plan A) which is hatched with green lines in the said Plan A.

3. The preliminary works and the further works (hereinafter together called "the prescribed works") shall be executed and completed to the reasonable satisfaction in all respects of the said Sir George Croydon Marks or other the consulting engineer for the time being of the Commissioners (hereinafter called "the Commissioners' engineer") and in accordance with plans and specifications to be previously approved by him The prescribed works shall be completed in accordance with the provisions (whether as to any time limit or otherwise) of the Padstow Harbour Order 1913 and the Company shall have in respect thereof all the powers given to the Commissioners by section 10 or any other section of that Order The Company shall provide and pay all moneys required for the execution and completion of the prescribed works upon the terms as to repayment or security hereinafter set forth.

4. As soon as practicable after the completion of the preliminary works to the satisfaction of the Commissioners' engineer as aforesaid such engineer shall give his written certificate of such completion and of the date of such completion and of the total amount expended by the Company (whether before or after the date of this agreement) in the execution and completion of the preliminary works The said total amount shall be ascertained and agreed by and between the Commissioners' engineer and the engineer for the time being of the Company (hereinafter called "the Company's engineer") or in case of dispute shall be decided by the arbitration of an engineer to be agreed upon by them or (failing their agreement) to be nominated on the application of either the Commissioners or the Company by the President for the time being of the Institution of Civil Engineers As soon as the aforesaid written certificate shall have been given by the Commissioners' engineer the Commissioners shall issue to the

A.D. 1923.

Company Port of Padstow Mortgage Bonds for an aggregate sum equal to one half of the total amount aforesaid together with interest on such aggregate sum at the rate of 5 per cent. per annum from the certified date of the completion of the preliminary works The Company shall not be entitled to any repayment in respect of the other half of the total amount expended by them in the execution and completion of the preliminary works.

5. All Port of Padstow Mortgage Bonds to be issued to the Company under clause 4 or any other clause of this agreement shall be issued free of expense to the Company (whether as to stamps or otherwise) and shall be in a form to be approved by the Company (but without any fixed date for redemption) and shall charge or mortgage all the property of whatsoever description which the Commissioners may for the time being be competent to charge or mortgage and shall rank pari passu with all other mortgages and bonds issued by the Commissioners (except any prior mortgage or debt in favour of the Public Works Loan Commissioners) and shall belong to the Company absolutely Each of the said bonds shall be for a principal sum of £50 with interest thereon payable half-yearly at the rate of 5 per cent. per annum except that in case of any sum liable to be satisfied by the issue of such bonds being less than £50 or not being an exact multiple of £50 a bond shall be issued for the same sum or for the part thereof not included in an exact multiple of £50 (as the case may be) with interest payable half-yearly at the rate aforesaid.

6.—(*a*) During the execution of the further works if and whenever and as soon as the Company from time to time shall have expended in the execution (to the satisfaction of the Commissioners' engineer as aforesaid) of the further works or any part thereof an amount of £1,000 and the Company's engineer shall have given his written certificate of such expenditure and of the date of the completion of such expenditure of £1,000 and the Commissioners' engineer shall have countersigned such certificate in token of his satisfaction with the works so executed and his acceptance and approval of the said expenditure and date the Commissioners shall issue to the Company Port of Padstow Mortgage Bonds for the said amount of £1,000 together with interest thereon at the rate of 5 per cent. per annum from the said certified date of the completion of such expenditure of £1,000.

(*b*) As soon as practicable after the completion of the further works to the satisfaction of the Commissioners' engineer as aforesaid such engineer shall give his written certificate of such completion and of the date of such completion and of the total amount expended by the Company in the execution and completion of the further works The said total amount shall be

ascertained and agreed by and between the Commissioners' engineer and the Company's engineer or in case of dispute shall be decided by the arbitration of an engineer to be agreed upon or nominated as in clause 4 hereinbefore mentioned As soon as the last-mentioned written certificate shall have been given by the Commissioners' engineer the Commissioners shall issue to the Company Port of Padstow Mortgage Bonds for an aggregate sum equal to such part of the total amount aforesaid as shall not already have been satisfied by the issue of bonds under sub-clause (*a*) of this clause together with interest on the said part at the rate of 5 per cent. per annum from the certified date of the completion of the further works.

(*c*) Provided always that although all bonds issued under this clause shall be expressed to carry interest at the rate of 5 per cent. per annum from the respective dates aforesaid yet (notwithstanding anything in clause 5 or in this clause hereinbefore contained) during the period or periods from such respective dates until the expiration of two years from the certified date of the completion of the further works the Commissioners shall pay and the Company shall accept interest (payable half-yearly as aforesaid) on the principal amounts secured by the said bonds issued under this clause at the reduced rate of $2\frac{1}{2}$ per cent. per annum only instead of 5 per cent. per annum and during such period or periods the Company shall not be entitled to any interest under the said bonds except at and to the extent of the reduced rate aforesaid But nothing in this sub-clause contained shall prejudice or affect the Company's right to receive or the Commissioners' liability to pay interest at the full rate of 5 per cent. per annum on the said principal amounts as from the expiration of the said two years.

7. The amounts expended by the Company in the execution and completion of the preliminary works and the further works respectively as ascertained decided or certified for the purposes of this agreement shall include the following items of expenditure or account (and in the case of the preliminary works whether expended or accountable before or after the date of this agreement) that is to say :—

(i) All payments made by the Company for insurance against any liability of the Company whether at common law or under any Workmen's Compensation Act Employers' Liability Act or any similar Act for the time being in force in respect of any workmen or employees for the time being employed in or about the preliminary works or the further works as the case may be :

(ii) All payments or contributions made by the Company under any National Insurance Act or any similar Act

A.D. 1923.

for the time being in force in respect of any such workmen or employees as aforesaid :

(iii) A reasonable allowance or percentage (not exceeding 5 per cent. on the wages paid by the Company) to be made or credited to the Company (as if they were insurers) in respect of any such liability as in sub-clause (i) of this clause hereinbefore mentioned against which they may prefer not to effect an insurance and also a reasonable allowance or percentage (not exceeding what may be customary and proper or authorised by any statute or any rules or order thereunder) to be made or credited to the Company in respect of any liability undertaken by them in lieu of making any such payments or contributions as in sub-clause (ii) of this clause hereinbefore mentioned.

8. The Commissioners shall pay or satisfy in manner hereinafter mentioned to the Company in respect of the services of the Company's engineer in relation to the prescribed works respectively the following sums or commissions that is to say :—

(*a*) A sum equal to 5 per cent. of one half of the total amount certified by the Commissioners' engineer under clause 4 hereof as expended by the Company (whether before or after the date of this agreement) in the execution and completion of the preliminary works together with interest on the said sum at the rate of 5 per cent. per annum from the certified date of such completion which sum and interest shall be paid or satisfied by the issue by the Commissioners to the Company (immediately after the certification by the Commissioners' engineer of the said total amount and date) of Port of Padstow Mortgage Bonds for the amount thereof :

(*b*) Sums equal to 5 per cent. of the respective amounts from time to time accepted and approved or certified by the Commissioners' engineer under clause 6 hereof as expended by the Company in the execution or completion of the further works or any part thereof (including the ultimate balance of such expenditure so certified on or after the completion of the further works) together with interest on each of the said sums at the rate of 5 per cent. per annum from the accepted and approved or certified date of the completion of its expenditure Each of which sums and the interest thereon shall be paid or satisfied by the issue by the Commissioners to the Company (immediately after the acceptance and approval or certification by the Commissioners' engineer of the relevant amount and date aforesaid) of Port of Padstow Mortgage Bonds for the amount thereof.

9. The Company on behalf of the Commissioners shall pay to the Commissioners' engineer in respect of his services in relation to the prescribed works respectively the following sums or commissions that is to say :—

(*a*) A sum equal to 3 per cent. of one-half of the total amount certified by the Commissioners' engineer under clause 4 hereof as expended by the Company (whether before or after the date of this agreement) in the execution and completion of the preliminary works which sum shall be paid by the Company to the Commissioners' engineer immediately after the certification by him of the said total amount and the date of such completion :

(*b*) Sums equal to 3 per cent. of the respective amounts from time to time accepted and approved or certified by the Commissioners' engineer under clause 6 hereof as expended by the Company in the execution or completion of the further works or any part thereof (including the ultimate balance of such expenditure so certified on or after the completion of the further works) each of which sums shall be paid by the Company to the Commissioners' engineer immediately after the acceptance and approval or certification by him of the relevant amount aforesaid and the date of the completion of its expenditure.

Immediately after the payment by the Company to the Commissioners' engineer of any and every sum under this present clause the Commissioners shall issue to the Company Port of Padstow Mortgage Bonds for an amount equal to the sum so paid together with interest thereon at the rate of 5 per cent. per annum from the date of such payment.

10. The sums or commissions payable under clauses 8 and 9 of this agreement shall be in satisfaction and in lieu of all fees commissions charges and expenses whatsoever which the Company or the Company's engineer or the Commissioners or the Commissioners' engineer would or might otherwise be entitled to claim or be paid in respect of the services of the Company's engineer and the Commissioners' engineer in relation to the prescribed works or any of them or any part thereof respectively including in such services the preparation or approval of any plans or specifications and the supervision checking examination ascertainment agreement certification acceptance or approval of any works accounts expenditure amounts or dates and all other acts of whatsoever nature required to be done by the Company's engineer or the Commissioners' engineer under or for the purposes of this agreement Provided always that the sums or commissions to be paid or satisfied under clause 8 hereof shall not include any payment or percentage in respect of any expenses incurred

A.D. 1923. or works or things carried out or done by the Company at any time under clause 29 of this agreement.

11. All lands rights or property the acquisition whereof may in the opinion of the Company and of the Commissioners' engineer be necessary or convenient for the execution or maintenance of the prescribed works or any of them or any part thereof shall be acquired from time to time by the Company in the name and on behalf of the Commissioners and on such terms as shall be approved by the Commissioners' engineer The Company shall provide advance and pay all moneys required for the purpose of any such acquisition (including all surveyors' fees and all legal expenses in respect thereof) and shall have the sole management of all matters relating thereto Immediately after any and every advance and payment by the Company of any such moneys as aforesaid the Commissioners shall issue to the Company Port of Padstow Mortgage Bonds for an aggregate amount equal to the moneys so advanced and paid and an additional sum or allowance of a reasonable amount in respect of the services of any and every officer or employee (whether surveyor solicitor or other officer or employee) of the Company in connection with such acquisition Together with interest on the said aggregate amount at the rate of 5 per cent. per annum from the date of such advance and payment.

12. As from the 1st day of January 1916 during the continuance of this agreement the Company shall assume and retain on behalf of the Commissioners the complete and exclusive possession management regulation exercise and control of the following property rights and powers that is to say First the basin quays wharves jetties and lands of the Commissioners delineated and coloured red in the said Plans B and C Secondly the prescribed works and all lands rights and property to be acquired under clause 11 hereof or to be provided by the Company under sub-clause (*c*) of clause 15 hereof And thirdly all the rights and powers for the time being of the Commissioners in relation to their undertaking except such as are in clause 20 hereinafter mentioned but including in particular—

(*a*) The rights to fix vary demand collect receive recover and give discharges for all rates tolls dues and charges whatsoever which the Commissioners by the Padstow Harbour Acts and Orders 1844 to 1913 or any of them are (or which they or the Company by any future Act or Order may for the time being be) authorised to demand take receive or recover in respect of any vessels of whatsoever description entering or using the Port of Padstow (as defined in the Padstow Harbour Act 1844) or in respect of any animals goods articles or things shipped unshipped received or delivered within the limits of the said port or in respect of any vessels of whatsoever

description (whether loaded or unloaded) entering or using or remaining for a longer time than one month in the wet dock in clause 2 hereinbefore mentioned;

(*b*) The rights to fix vary demand collect receive recover and give discharges for all payments in respect of quay space or wharfage and all other payments of whatsoever nature which the Commissioners shall (or but for this agreement would or might) for the time being be entitled to demand collect receive or recover in respect of the aforesaid property rights and powers or any of them or any part thereof;

(*c*) The right to make vary and abrogate any agreements or arrangements with any person or persons or corporation in relation to any matters or things mentioned or referred to in this agreement or arising out of any of the provisions hereof.

13. The sum of £50 per annum payable by the Company to the Commissioners under clause 6 of an agreement dated the 18th day of April 1910 and made between the Commissioners of the first part the North Cornwall Railway Company of the second part and the Company of the third part (which agreement is scheduled to and confirmed by the Padstow Harbour Act 1910) shall continue payable but shall be received (or accounted for as received) by the Company under sub-clause (*b*) of clause 12 of this agreement.

14. In their aforesaid possession management regulation exercise and control of the property rights and powers in clause 12 hereinbefore mentioned the Company in each case at their own option may act either in their own name or in the name and on the professed behalf of the Commissioners And the Commissioners hereby irrevocably appoint the Company to be during the continuance of this agreement the agents and attorneys of the Commissioners for all the purposes of such possession management regulation exercise and control as aforesaid The Commissioners shall at any time or times at the request of the Company make execute and do or concur in making executing and doing all such further instruments acts or things as in the opinion of the Company may from time to time be necessary or convenient for the purposes of or in relation to such possession management regulation exercise or control or otherwise for any of the purposes of this agreement Provided always that no action or other legal proceeding shall be brought or commenced by the Company in the name of the Commissioners without their previous consent in writing which consent shall not be unreasonably or arbitrarily withheld.

15. As from the 1st day of January 1916 during the continuance of this agreement the Company (*a*) shall maintain in

A.D. 1923.

good and efficient order repair and condition such of the prescribed works as shall for the time being have been completed (including in particular the maintenance at the minimum depth hereinbefore mentioned of such parts of the bed of the aforesaid wet dock (including the entrance thereto) as have or shall have been deepened and levelled under the foregoing provisions) and also all the other property for the time being in the possession management or control of the Company under clause 12 hereof and (*b*) shall pay perform satisfy and keep the Commissioners indemnified against all statutory or other charges obligations or liabilities for the time being affecting the prescribed works or the said other property or any part thereof respectively or the Commissioners in respect thereof including all rentcharges rents rates taxes payments and outgoings of every description in respect thereof and including all claims of whatsoever nature which may be made against the Commissioners or the Company (by any person or persons or corporation whatsoever) or may otherwise arise in respect thereof and (*c*) shall provide the prescribed works and the said other property with all necessary or proper life-saving and fire-extinguishing apparatus capstans windlasses ropes chains hawsers rafts blocks moorings fenders pumps and other appliances (except such as are in clause 29 hereinafter mentioned) and shall maintain the same in good and efficient order repair and condition.

16. As from the 1st day of January 1916 during the continuance of this agreement all moneys to be received by the Company under clauses 12 and 13 hereof shall be credited (as and when received) to a separate account to be kept by them in their books and to be called "the Padstow Harbour Account" Out of the moneys for the time being standing to the credit of the Padstow Harbour Account (or in case of deficiency out of the Company's own moneys) the Company in each year ending on the 31st day of December shall pay the following expenses or payments (as and when due or payable) in respect of such year that is to say :—

(*a*) The expenses of such maintenance payment performance satisfaction indemnity and provision by the Company as are in clause 15 hereinbefore mentioned :

(*b*) The expenses of lighting watching guarding policing insuring (whether against fire or otherwise) and providing with water the prescribed works and the other property for the time being in the possession management or control of the Company under clause 12 hereof :

(*c*) All salaries and wages of persons (including the harbour master and collector of rates on vessels and all other employees of whatsoever description) employed by the Company in or about their possession management regulation exercise or control under this agreement of all or any of the property rights and powers in clause 12

hereinbefore mentioned or their performance of any of the obligations or liabilities hereby imposed upon them (including in particular a reasonable payment or allowance in respect of the services of any and every officer or employee of the Company in connection with legal matters or the keeping making-up checking verifying or auditing of any accounts or otherwise in connection with anything to be made or done hereunder) Provided always that in the case of the Company's stationmaster at Padstow and any other officer or employee of the Company employed partly in or about any such affairs as in this sub-clause aforesaid and partly in or about other business of the Company a reasonable proportion only (calculated according to the division of such officer's or employee's time between such affairs and such other business) of the salary or wages paid to him by the Company shall be included in the expenses computed under this sub-clause :

(*d*) (i) All payments made by the Company for insurance against any liability of the Company and/or of the Commissioners whether at common law or under any Workmen's Compensation Act Employers' Liability Act or any similar Act for the time being in force in respect of any persons so employed by the Company as in sub-clause (*c*) of this clause hereinbefore mentioned or for insurance against any liability at common law or otherwise to third parties;

(ii) All payments or contributions made by the Company under any National Insurance Act or any similar Act for the time being in force in respect of any of such last-mentioned persons;

(iii) A reasonable allowance or percentage (not exceeding 5 per cent. on the wages paid by the Company) to be made or credited to the Company (as if they were insurers) in respect of any such liability as in paragraph (i) of this sub-clause hereinbefore mentioned against which they may prefer not to effect an insurance and also a reasonable allowance or percentage (not exceeding what may be customary or proper or authorised by any statute or any rules or order thereunder) to be made or credited to the Company in respect of any liability undertaken by them in lieu of making any such payments or contributions as in paragraph (ii) of this sub-clause hereinbefore mentioned :

Provided always that in the case of any officer or employee of the Company employed partly in or about any such affairs as in sub-clause (*c*) of this clause hereinbefore mentioned and partly in or about other

A.D. 1923.

business of the Company a reasonable proportion only (calculated as in the said sub-clause (*c*) hereinbefore mentioned) of the payments contributions allowance or percentage aforesaid in respect of such officer or employee shall be included in the expenses or payments computed under this sub-clause:

(*e*) The half-yearly instalments (including both principal and interest) payable in respect of the two now existing loans or debts due from the Commissioners to the Public Works Loan Commissioners With regard to one of the said loans or debts the balance remaining unpaid on the 31st day of December 1915 was £282 15*s*. 4*d*. and the instalments (of £34 18*s*. 7*d*. each) are payable on the 1st day of February and the 1st day of August in each year the last instalment being payable on or before the 1st day of August 192[illegible] With regard to the other of the said loans or debts the balance remaining unpaid at the date of this agreement is £4,861 13*s*. 2*d*. and the instalments (of £130 12*s*. 6*d*. each) are payable on the 13th day of April and the 13th day of October in each year the last instalment being payable on the 13th day of October 1953:

(*f*) The interest payable (whether to the Company or to any other corporation persons or person) in respect of all Port of Padstow Mortgage Bonds for the time being unredeemed including in particular all bonds now held by the Company or hereafter to be issued to them under this agreement The nominal capital value of the bonds remaining unredeemed at the date of this agreement is £9,900 and of such bonds the majority in value (namely bonds for £5,250) are held by and belong absolutely to the Company and the remainder (namely bonds for £4,650) are held by other persons.

17. If in any year ending on the 31st day of December the moneys credited to the Padstow Harbour Account under clause 16 hereof shall be more than sufficient for payment of the expenses in respect of such year payable as provided by that clause the surplus of the said moneys shall as soon as practicable after the settlement of the accounts for such year and the ascertainment of the said surplus be applied by the Company first in repayment to the Company (so far as such surplus will extend) of any moneys paid and advanced by the Company to the Commissioners under clause 24 hereof in respect of or towards the Commissioners' expenses for the said year and any exceptional expenses as in that clause provided and also (if and so far as the Company may desire) of any moneys owing by the Commissioners to the Company on any account in respect of the said year or any previous year or years or otherwise and not then already satisfied by the

issue to the Company of Port of Padstow Mortgage Bonds And secondly (as to any remainder of such surplus after making the repayment or repayments last aforesaid) in transfer thereof to a separate account to be kept by the Company with any bank in London which they may think fit and to be called "the Padstow Harbour General Sinking Fund Account."

18. The moneys for the time being standing to the credit of the Padstow Harbour General Sinking Fund Account or any part of such moneys may at the option of the Company be left in such account (either on deposit or on current account and either at or without interest) or may at any time or times be drawn out and used for any purpose by the Company as borrowers thereof and upon the terms that the Company shall pay or allow interest thereon at the rate of 4 per cent. per annum from the date or respective dates of drawing Provided always that as and whenever from time to time the said moneys and any interest in respect thereof including any of such moneys so borrowed by the Company and the interest thereon) shall be sufficient for the purpose of the application next hereinafter mentioned the Company shall apply the same in redeeming and paying off the principal amount secured by any one or more of the Port of Padstow Mortgage Bonds for the time being unredeemed (whether held by the Company or by any other persons or person and whether issued before the date of this agreement or to be issued hereunder) such redemption and payment off to be effected in such order and manner in every respect as the Company may from time to time think fit but so that the Company (except in the final redemption of the last outstanding bond or bonds) shall not be bound (but shall be at liberty from time to time in their discretion) so to apply the said moneys and interest otherwise than in a sum of £500 or an exact multiple of £500 on each and any occasion.

19. If in any year ending on the 31st day of December the moneys credited to the Padstow Harbour Account under clause 16 hereof shall be insufficient for payment of the expenses in respect of such year payable as provided by that clause out of the said moneys (or in case of deficiency out of the Company's own moneys) the Commissioners shall as soon as practicable after the settlement of the accounts for such year and the ascertainment of the said deficiency issue to the Company Port of Padstow Mortgage Bonds for the amount of such deficiency together with interest thereon at the rate of 5 per cent. per annum from the expiration of such year Provided always that the Company at their own option in lieu of requiring the immediate issue by the Commissioners of any bond or bonds under this clause may allow the amount of the aforesaid deficiency (or any part of such amount) together with interest thereon at the rate aforesaid from the expiration of the said year to remain as an unsecured debt due to the Company from the Commissioners for so long as the Company may

A.D. 1923. think fit with power for the Company to pay and satisfy the same or any part or parts thereof from time to time as in clause 17 hereinbefore mentioned or at any time or times to require the Commissioners to satisfy the same or any part or parts thereof by the issue to the Company of Port of Padstow Mortgage Bonds as aforesaid.

20. As from the 1st day of January 1916 during the continuance of this agreement the Commissioners shall retain the complete and exclusive possession management regulation exercise and control of the following property rights and powers (hereinafter together called "the retained premises") that is to say First the leasehold cottages and lands of the Commissioners which are delineated and coloured yellow in the said Plan D and their other lands (if any and of whatsoever tenure) not mentioned in clause 12 hereof Secondly the rights and powers given to the Commissioners by the Padstow Harbour Acts and Orders 1844 to 1913 or any of them (or by any future Act or Order for the time being in force) in relation to the removal of wrecks or obstructions the provision and maintenance of buoys capstans lighthouses beacons and towing vessels and the maintenance cleansing dredging improvement widening embankment or deepening of any waterway within the limits of the Port of Padstow (as defined in the Padstow Harbour Act 1844) or in relation to any other works matters or things referred to in sections 96 101 and 102 of the said last-mentioned Act so far as such rights and powers may not interfere or be inconsistent with the rights powers and obligations hereby given to or made exerciseable by or imposed upon the Company And thirdly the sum of £700 being part of the aggregate amount of £765 13*s.* 11*d.* or thereabouts belonging to the Commissioners (and shown by their accounts to be in the hands or control of them or their treasurer or other officer or held for them by some bank or banks) as on the 31st day of December 1915 by way of credit balances on their revenue account sinking fund account and new pier account respectively (including all bank or other interest in respect of such accounts up to that day) Provided always that during the continuance of this agreement the said sum of £700 and also any proceeds of any sale by the Commissioners of any of the cottages and lands forming part of the retained premises shall be kept invested by the Commissioners in trustee securities and no part of the capital thereof shall be spent or disposed of by the Commissioners except with the previous written consent of the Company and in order to meet some exceptional demand in connection with a special emergency The balance of the said aggregate amount of £765 13*s.* 11*d.* (after providing the said sum of £700) shall be retained and dealt with by the Commissioners for all purposes as part of the income of the retained premises for the year ending on the 31st day of December 1916.

21. As from the 1st day of January 1916 during the continuance of this agreement the Commissioners shall pay perform satisfy and keep the Company indemnified against all statutory or other charges obligations or liabilities for the time being affecting the retained premises or any part thereof or the Commissioners in respect thereof including all rentcharges rents rates taxes payments and outgoings of every description in respect thereof And in particular shall provide carry out undertake and maintain in good and efficient order repair and condition all works and things necessary or proper for the clearing buoying lighting and maintenance (in a safe and convenient state for the purposes of this agreement and of vessels using the Port of Padstow or any of the basin quays wharves jetties and works herein mentioned) of all waterways in respect whereof rights and powers are retained by the Commissioners In connection with the retained premises the commissioners may employ and pay a clerk and a port master (subject as to the port master to the provisions in clause 25 hereinafter contained) and so long as their present clerk the said G. J. L. Ellis of Wadebridge shall hold the office of clerk they may pay him a salary not exceeding his present salary of £50 per annum In the event of the said G. J. L. Ellis ceasing to hold the said office of clerk the salary or remuneration to be paid by the Commissioners to his successor in office for the time being during the continuance of this agreement shall be such (and only such) as may be agreed upon by and between the Commissioners and the Company.

22. As from the 1st day of January 1916 during the continuance of this agreement the Commissioners shall receive the rents and income of the retained premises (and of all investments representing the same or any part thereof) and also the sums to be paid to the Commissioners by the Company under clause 29 hereof and out of such rents income and sums (or in case of deficiency out of the moneys to be paid and advanced by the Company as in clause 24 hereinafter mentioned) shall in each year ending on the 31st day of December pay the following expenses or payments (as and when due or payable) in respect of such year that is to say the expenses of the Commissioners in relation to the retained premises or any part thereof including the salaries of their clerk and port master subject as to the port master to the provisions in clause 25 hereinafter contained and the necessary disbursements of their clerk and the expenses of such payment performance satisfaction indemnity provision carrying out undertaking and maintenance by the Commissioners as are in clause 21 hereinbefore mentioned And also all expenses in relation to the issue and stamping of any Port of Padstow Mortgage Bonds to be issued to the Company under this agreement or in relation to the keeping taking making up auditing or printing any books of account or general accounts or balance sheets to be kept taken made up or printed by the Commissioners under clause 26 hereof.

A.D. 1923.

23. If in any year ending on the 31st day of December the rents income and sums received by the Commissioners under clause 22 hereof (including the sums to be dealt with by them as part of the income of the retained premises under clause 20 hereof and this present clause) shall be more than sufficient for payment of the expenses in respect of such year payable as provided by that clause the surplus of such rents and income shall as soon as practicable after the settlement of the accounts for such year and the ascertainment of the said surplus be paid by the Commissioners to the credit of the Padstow Harbour General Sinking Account hereinbefore mentioned and shall thenceforth be controlled and dealt with by the Company accordingly under clause 18 of this agreement Provided always that the Commissioners shall not be bound so to pay to the credit aforesaid less than £100 at a time and they may accordingly at their option retain and carry forward to the account of the succeeding year any such surplus or past surpluses being or together amounting to less than £100 and any sum so carried forward shall be dealt with by them for all purposes as part of the income of the retained premises for such succeeding year.

24. If in any year ending on the 31st day of December the rents income and sums received by the Commissioners under clause 22 hereof (including as aforesaid) together with all other balances on revenue account standing to the credit of the Commissioners shall be insufficient for payment of the expenses in respect of such year payable as provided by that clause the Company will pay and advance to the Commissioners the moneys from time to time required to make good such deficiency but so that the Company shall not be bound so to pay and advance to the Commissioners in respect of any year a larger amount than £50 Provided always that if in any such year in connection with any special emergency or other cause for exceptional expenditure relating to the retained premises the Commissioners are required to incur any exceptional expenses and the rents income and sums received by the Commissioners under clause 22 hereof (including as aforesaid) together with all other balances on revenue account standing to the credit of the Commissioners and the said sum of £50 payable by the Company to the Commissioners under this clause shall be insufficient for payment of the Commissioners' expenses including any such exceptional expenses as aforesaid in respect of such year the Company subject to such exceptional expenditure having been incurred by the Commissioners with their the Company's previous written consent shall in addition to the said sum of £50 pay and advance to the Commissioners such further sum as may be found necessary to make good such deficiency so far as caused by such exceptional expenditure All moneys so paid and advanced by the Company shall as soon as practicable after the settlement of the accounts for the said year and the ascertainment of the amount so paid and advanced be

repaid to the Company (as in clause 17 hereinbefore mentioned) out of the surplus (if any) for such year of the moneys credited to the Padstow Harbour Account so far as such surplus will extend And if and so far as the said moneys so paid and advanced shall not be repaid in manner aforesaid the Commissioners shall forthwith issue to the Company Port of Padstow Mortgage Bonds for the amount unrepaid together with interest thereon at the rate of 5 per cent. per annum from the expiration of such year Provided always that the Company at their own option in lieu of requiring the immediate issue by the Commissioners of any bond or bonds under this clause may allow the said amount unrepaid (or any part of such amount) together with interest thereon at the rate aforesaid from the expiration of the said year to remain as an unsecured debt due to the Company from the Commissioners for so long as the Company may think fit with power for the Company to pay and satisfy the same or any part or parts thereof from time to time as in clause 17 hereinbefore mentioned or at any time or times to require the Commissioners to satisfy the same or any part or parts thereof by the issue to the Company of Port of Padstow Mortgage Bonds as aforesaid.

25. The Commissioners' present harbour master and collector of rates on vessels Mr. W. S. Allport of Padstow shall until the 31st day of December 1920 or his earlier death or retirement be employed not only by the Company as their harbour master and collector of rates on vessels but also by the Commissioners as their port master (in respect of the retained premises) As the Company's harbour master and collector of rates on vessels he shall during such employment be paid by the Company a salary of £20 per annum together with a further sum of £5 per annum by way of allowance or contribution towards the rent of his office and also the commission of 5 per cent. on the gross amount of rates collected by him which he has hitherto received as the Commissioners' collector and he shall be responsible to the Company alone with regard to his duties as the Company's harbour master and collector As the Commissioners' port master he shall not receive any further salary or payment but he shall be responsible to the Commissioners alone with regard to his duties as their port master On or at any time after the 1st day of January 1921 or on the earlier death or retirement of the said Mr. W. S. Allport the Company may nominate or appoint (and the Commissioners if required by the Company so to do will duly confirm and give effect to the nomination or appointment of) any person or persons whom the Company shall think fit to be the Company's harbour master and collector of rates on vessels or either of them (in the place of the said Mr. W. S. Allport) at such salary or salaries or wages or other remuneration as the Company shall from time to time think fit And the Company may terminate their employment of the said Mr. W. S. Allport accordingly As from the said 1st day of January 1921 or the earlier death or

A.D. 1923.

retirement of the said Mr. W. S. Allport the Commissioners may either appoint the Company's harbour master for the time being to be also the Commissioners' port master (in respect of the retained premises) without any further salary or remuneration or may at any time appoint any other person to be their port master but at such (and only such) salary wages or other remuneration as may be agreed upon by and between the Commissioners and the Company.

26. The Company and the Commissioners respectively shall keep full and proper books of account of all their receipts expenditure and dealings under this agreement and shall on or as soon as practicable after the 31st day of December in the year 1916 and in every subsequent year take and make up general accounts and balance sheets of all such receipts expenditure and dealings in respect of the year ending on that day The said books of account and general accounts and balance sheets shall be duly audited by an auditor or auditors to be approved by the Company and the Commissioners and the Board of Trade and the said general accounts and balance sheets shall as soon as practicable be printed by or by the direction of the Commissioners who shall forthwith send copies thereof to the Company All the said books of account of the Company and the Commissioners respectively shall be open to inspection at all reasonable times by or on behalf of the Commissioners and the Company.

27. If and whenever during the continuance of this agreement any holder or holders for the time being (other than the Company) of any Port of Padstow Mortgage Bond or Bonds shall give to the Commissioners not less than 28 days' written notice of his or their desire for the redemption of such bond or bonds and the Commissioners shall send such notice to the Company within seven days after its receipt the Company shall upon or before the expiration of the said notice pay and advance to the Commissioners the moneys necessary for redeeming and paying off the principal amount and interest secured by the said bond or bonds And the Commissioners shall thereupon apply the same moneys in such redemption and payment off accordingly and shall forthwith issue to the Company Port of Padstow Mortgage Bonds for the amount of the moneys so paid and advanced by the Company together with interest thereon at the rate of 5 per cent. per annum (whether or not that rate of interest may have been payable under the said redeemed bond or bonds) from the date of such payment and advance.

28. During the continuance of this agreement the Commissioners shall not (except with the previous written consent of the Company) issue or make in favour or for the benefit of any person persons or corporation (other than the Company) any bond mortgage or charge whatsoever affecting the property of the Commissioners or any part thereof.

29. Not only during the continuance but also after the determination of this agreement if and so long as the authority of the Commissioners shall continue the Company may from time to time (without making any payment or acknowledgment in respect thereof) lay place build erect alter keep or maintain at their own expense in on about or in connection with the prescribed works and the basin quays wharves jetties and lands in clause 12 hereinbefore mentioned or any of them any railway-lines sidings stations platforms signals signal-posts signal-boxes telegraphs railway appliances of whatsoever description machinery cranes weighing-machines bridges sheds warehouses icehouses storerooms buildings or erections which in the opinion of the Company shall for the time being be necessary or proper or convenient for use in connection with the Company's operations or business (whether under this agreement or otherwise) or with the business of any traders or others using the Port of Padstow or the Company's railway or any part thereof respectively All the said property and things so laid placed built or erected by the Company at any time (whether before or after the date of this agreement and including all rails and cranes provided by them under the aforesaid agreement of the 18th day of April 1910) shall remain at all times the absolute and exclusive property of the Company and all or any of them may at any time or times whether during the continuance or after the determination of this agreement be removed by the Company accordingly (but so that the Company shall after the determination of this agreement make good any damage done by such removal to any property of the Commissioners) During the continuance and after the determination of this agreement if and so long as the authority of the Commissioners shall continue the Company may from time to time let at such rents and upon such terms as they shall think fit all or any sheds warehouses icehouses storerooms buildings or erections so built or erected by them as aforesaid and may make and charge in respect of the carriage of any persons animals goods articles or things whatsoever over any such railway-lines or sidings as aforesaid or in respect of the user of any such railway-lines sidings stations platforms telegraphs railway appliances machinery cranes weighing-machines bridges sheds warehouses icehouses storerooms buildings or erections as aforesaid such agreements regulations rates charges and fares as the Company shall from time to time think fit As from the 1st day of January 1916 during the continuance and after the determination of this agreement if and so long as the authority of the Commissioners shall continue the Company shall in each year ending on the 31st day of December pay to the Commissioners a sum equal to 5 per cent. of the aggregate rents received by the Company during or in respect of such year from the letting of any sheds warehouses icehouses storerooms or buildings for the time being standing upon the prescribed works or the quays wharves jetties and lands in clause 12 hereinbefore mentioned or any of

A.D. 1923.

them Subject to the said last-mentioned payment all rents derived from any such letting as in this clause hereinbefore mentioned and all rates charges fares and payments so charged or made payable shall belong to the Company absolutely and without any liability to pay or account for the same or any part thereof to the Commissioners or otherwise Provided always that the Company shall provide and keep available for daily use a passage or way the course and position of which are shown by a brown colour in the said Plan A giving to vehicles and pedestrians means of communication between and access to the town of Padstow and the aforesaid wet dock with the wharves and quays shown in outline in the said Plan A.

30. The Commissioners shall not have or acquire any estate or interest in any lands or property of the Company or of the North Cornwall Railway Company by reason of such lands or property lying or being used or held together with any lands or property of the Commissioners or being used for the purposes of or in connection with any basin quay wharf jetty dock or harbour under this agreement.

31. If at any time or times during the continuance of this agreement the Commissioners and the Company shall consider it necessary or proper to apply to the Board of Trade or to Parliament for any Provisional Order or Act or authority extending or modifying the borrowing powers of the Commissioners or extending any time limit for the completion of the prescribed works or any part thereof or confirming this agreement or for any other purpose in connection with the provisions hereof the Commissioners and the Company or one of them (as may be agreed between them) with the concurrence and assistance of the other of them will make such application and they will both use every endeavour to obtain the required Order Act or authority accordingly The Company shall from time to time provide advance and pay all moneys required for payment of the expenses incurred (whether by the Company or the Commissioners) in connection with the application for or obtaining of any and every such Order Act or authority Immediately after any and every advance and payment by the Company of any such moneys as aforesaid the Commissioners shall issue to the Company Port of Padstow Mortgage Bonds for an aggregate amount equal to the moneys so advanced and paid and an additional sum or allowance of a reasonable amount in respect of the services of any and every officer or employee (whether engineer surveyor solicitor or other officer or employee) of the Company in connection with the aforesaid application or obtaining together with interest on the said aggregate amount at the rate of 5 per cent. per annum from the date of such advance and payment.

32. These presents shall operate only by way of agreement between the Commissioners and the Company and nothing herein

contained shall give any rights to or create any trust or equity in favour or for the benefit of any other person persons or corporation or the public.

33.—(*a*) If and as soon as the principal sums and interest secured by all the Port of Padstow Mortgage Bonds (whether issued before the date of this agreement or to be issued hereunder) shall have been fully redeemed and paid off out of moneys credited to the Padstow Harbour General Sinking Fund Account in clause 18 hereinbefore mentioned or otherwise under this agreement (or by the Commissioners out of their own moneys) and all moneys owing by the Commissioners to the Company on any account shall have been fully paid and satisfied under this agreement (or by the Commissioners out of their own moneys) then on and as from the 31st day of December following the date of the final redemption of the last outstanding bond or bonds or the final payment or satisfaction of the moneys so owing as aforesaid (whichever shall last happen) this agreement shall be determined and cease to operate subject nevertheless to the provisions in sub-clause (*c*) of this clause hereinafter contained.

(*b*) The Company may determine this agreement on and as from the 31st day of December in the year 1935 or any subsequent year by giving to the Commissioners one year's previous written notice of the Company's intention in that behalf.

(*c*) After and notwithstanding the determination of this agreement under either of the foregoing sub-clauses of this clause the provisions of this agreement shall continue in operation so far as necessary for the settlement (and the adjustment between the Company and the Commissioners) of the accounts in respect of the year ending on the day of such determination and for any other act or thing to be done hereunder after such determination And subject to all outstanding matters of account any moneys ultimately left standing to the credit of the Padstow Harbour Account or the Padstow Harbour General Sinking Fund Account shall belong and be transferred or paid to the Commissioners as their absolute property And any Port of Padstow Mortgage Bonds issued or to be issued to the Company and remaining unredeemed and all principal sums and interest thereby secured shall be retained by and belong to the Company as the Company's absolute property The said determination of this agreement shall not extend to or affect the provisions of clause 29 hereof or the rights and powers of the Company under that clause but all the said provisions rights and powers shall continue to operate and be exerciseable if and so long as the authority of the Commissioners shall continue after such determination in the same manner as if this agreement had never been determined And the Commissioners after such determination shall at any time or times at the request and cost of the Company make execute and do all such further instruments (whether by way of agreement

A.D. 1923.

grant or otherwise) acts or things as in the opinion of the Company may from time to time be necessary or convenient for confirming or giving full and continuing effect to such provisions rights and powers or any of them.

34. Lastly any and every dispute difference or question which shall at any time arise between the Commissioners and the Company touching the construction meaning or effect of this agreement or any clause or thing herein contained or the method of calculation or account or the amount or reasonableness of any expense payment or allowance hereby provided for or the rights or liabilities of the Commissioners or the Company under this agreement or otherwise howsoever in relation to the premises and for the decision of which no other method of arbitration is hereinbefore specifically prescribed shall be referred to the arbitration of a single person to be agreed upon by and between the Commissioners and the Company or (in default of their agreement) to be nominated on the application of either the Commissioners or the Company by the President for the time being of the Institution of Civil Engineers Every provision for arbitration contained in this agreement shall be deemed to be a submission to arbitration within the Arbitration Act 1889 or any statutory modification or re-enactment thereof for the time being in force.

In witness whereof the Commissioners and the Company have hereunto caused their respective common seals to be affixed the day and year first above written.

The common seal of the Padstow Harbour Commissioners was hereunto affixed in the presence of
G. J. L. ELLIS
Clerk.

L.S.

The common seal of the London and South Western Railway Company was hereunto affixed in the presence of
G. KNIGHT
Secretary.

L.S.

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