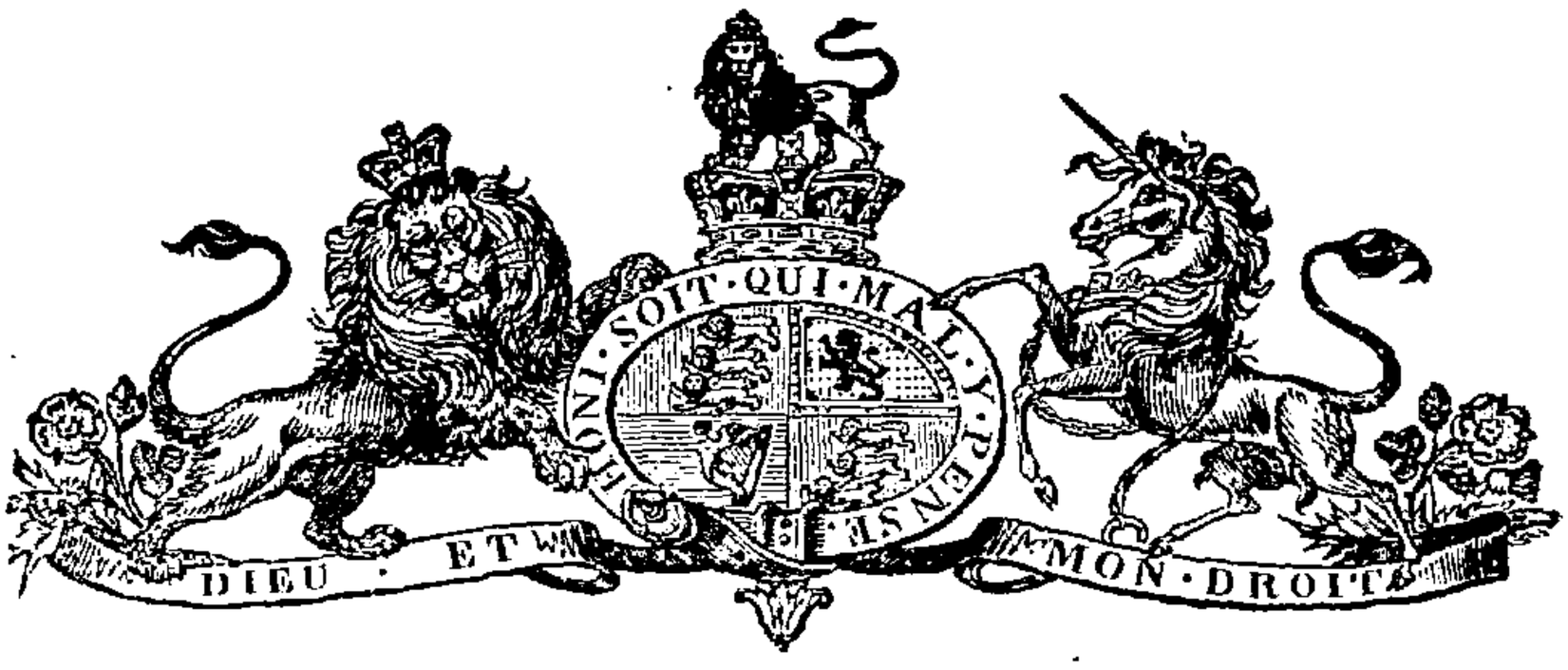


ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

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County of Durham, *and for opening and making proper Roads, Avenues, Ways, and Passages to communicate therewith*, the *North and South Shields* Ferry Company were incorporated, and were authorized to establish and maintain a Ferry across the River *Tyne* between *North Shields* and *South Shields*, and to make and maintain Ferry Houses, Offices, Roads, and other Works, and to take Tolls for the User of the Ferry; and it was enacted (Section Eighty-five) that after the Ferry was made fit for Carriages, Horses, Cattle, and Foot Passengers no other Ferry should be set up across the River *Tyne* within the Limits of the Parish of *Tynemouth* in the County of *Northumberland*, and of the Townships of *South Shields* and *Westoe* otherwise *Wivestoe* in the Parish of *Jarrow* in the County of *Durham*: And whereas the *North and South Shields* Ferry Company accordingly established the Ferry so authorized: And whereas the Population of *North* and *South Shields* and other Places near to the River *Tyne* having increased, and further Accommodation for the Conveyance of Passengers across the River *Tyne* having become requisite, "The *Tyne Direct* Ferry Company Act, 1848," was passed, and thereby the *Tyne Direct* Ferry Company were incorporated, and were authorized (Section Twenty-two) to establish and maintain Steam and other Boats for the Conveyance of Foot Passengers and other Traffic across the River *Tyne* between Stations at *Willington Quay* and *Jarrow*, and at *Whitehill Point* and *Penny Pie Stairs*, and (Section Fifty-nine), in the Event therein expressed, at *Comical Corner*, and (Section Twenty-two) to make and maintain Stations, Landing Places, and other Works in the Parishes of *Tynemouth* and *Wallsend* in the County of *Northumberland*, *Jarrow*, and the Parochial Chapelry of *St. Hilda* in the Parish of *Jarrow* in the County of *Durham*, and *Saint Nicholas* in the Town and County of the Town of *Newcastle-upon-Tyne*, and (Section Thirty-nine) to take Tolls for the User of the Ferries so established, and (Section Forty-nine) Provision was made for the Purchase by and Transfer to the *North and South Shields* Ferry Company of the Undertaking authorized by the reciting Act, but (Section Sixty-two) if they failed to make the Purchase for Twelve Months after the passing of the reciting Act the *Tyne Direct* Ferry Company were authorized to proceed in the Execution of the Undertaking, without being subject to the Restrictions of the first-recited Act: And whereas the *North and South Shields* Ferry Company accordingly purchased the Undertaking of the *Tyne Direct* Ferry Company, and that Company became amalgamated with the *North and South Shields* Ferry Company: And whereas the Provisions of the first-recited Act restricting the Establishment of Ferries or Passages across the River *Tyne* prevent the Establishment of those Means of Communication across the River which the increasing Population of the Districts on its Banks and the Trade of the Ports require, and it is expedient that those Provisions should be modified: And whereas by "The *Tyne* Improvement Act, 1861," the *Tyne* Improvement Commissioners were authorized

authorized (Section Sixty-two) to provide or license the making of public Landing Places on the River *Tyne*, and (Section Sixty-three) to purchase and maintain any Ferries established in and over the River: And whereas the Persons in that Behalf in this Act named, and others, are willing, at their own Expense, to carry the Undertaking by this Act authorized into effect, on being incorporated as a Company for the Purpose, and it is expedient that they be incorporated accordingly, and be authorized to carry Passengers, Animals, and Things from any one Landing Place on the River *Tyne* to any other Landing Place thereon: And whereas, for the better Attainment of the Objects of this Act, it is expedient that Arrangements between the Company by this Act incorporated, on the one hand, and the *Tyne* Improvement Commissioners and other Persons interested in Ferries across the River *Tyne*, or having Landing Places on the River, be authorized: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Tyne General* Ferry Act, 1862."

8 & 9 Vict. cc. 16. & 18. and 23 & 24 Vict. c. 106. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," (save so far as any of the Sections and Provisions of those Acts are expressly excepted or varied by this Act,) are incorporated with this Act: Provided that this Act shall not authorize the taking of any Lands otherwise than by Agreement.

Same Meanings to Words, &c. in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Limits of Act.

4. The Limits of this Act comprise the River *Tyne*, and all other Places which, under the *Tyne* Improvement Acts of 1850 and 1852, and 1857 and 1859 and 1861 respectively, are from Time to Time within the Jurisdiction of the *Tyne* Improvement Commissioners.

Tyne General Ferry Company incorporated.

5. *George Crawshay*, *Edmond Crawshay*, *John Rogerson*, *John Sharp*, and *William Scott*, and all other Persons who have already subscribed or shall hereafter subscribe to the Undertaking, or take Shares of the Capital of the Company, and their Executors and Administrators, Successors and Assigns respectively, are by this Act united into a Company for the Purpose of providing and using Steam Vessels for the Conveyance

Tyne General Ferry Act, 1862.

Conveyance of Passengers, Animals, and Things on, along, and across the River *Tyne*, and between any Landing Places on the River, and of acquiring and maintaining Ferries across the River, and Landing Places on the River, and other Works, and of carrying this Act in other respects into execution, and for those Purposes are by this Act incorporated by the Name of "The *Tyne General* Ferry Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, sell, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

Capital.

6. The Capital of the Company shall be Seventy thousand Pounds, in Seven thousand Shares of Ten Pounds each.

Calls on Shares.

7. One Fourth of the nominal Amount of a Share shall be the greatest Amount of any One Call thereon, and Three Months at least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls in any One Year on any Shares.

Power to borrow on Mortgage.

8. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Ten thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Seventy thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until they shall prove to the Justice who is to certify, under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Arrears may be enforced by Appointment of a Receiver.

9. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Two thousand Pounds.

Application of Monies.

10. All and every Part of the Monies by this Act authorized to be raised by the Company by Shares and by borrowing respectively shall be applied only to Purposes of the Undertaking of the Company.

First Ordinary Meeting.

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

Quorum of Shareholders for General Meetings.

12. The Quorum of Shareholders for a General Meeting shall be any Number of Shareholders holding together not less than One Tenth of the Capital.

13. The

Number, Quorum, and Qualification of Directors.

13. The Number of the Directors shall be Five, and the Quorum of a Meeting of the Directors shall be Three, and the Qualification of a Director shall be the Possession in his own Right of Shares of the Capital to the aggregate nominal Amount of Two thousand Pounds.

Quorum of Committee.

14. The Quorum of any Committee of Directors shall be Two.

Directors not disqualified by contracting with Company in certain Cases.

15. Nothing in this Act contained shall prevent a Director being interested in any Company or Partnership having any Contract with the Company, or participating in the Profits of any Work to be done for the Company; and no Director so interested or participating shall by reason thereof be disqualified or prevented from acting as a Director, but no such Person shall vote on any Question in which he or such Company or Partnership is so interested respecting such Contract or Work.

First Directors.

16. *George Crawshay, Edmond Crawshay, John Rogerson, John Sharp*, and *William Scott* shall be the First Directors.

Retirement of First Directors.

17. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting held after the passing of this Act; and at that Meeting the Shareholders present, either in Person or by Proxy, may either continue in Office the Directors appointed by this Act, or any of them, or elect new Directors to supply the Place of such of them as are not continued in Office, the retiring Directors being re-eligible.

Advertisements.

18. The Newspaper for Advertisements shall be any Newspaper published and circulating in *Newcastle-upon-Tyne*.

Sect. 85. of first-recited Act restricting User of Ferries, &c. not to apply to Company.

19. Section Eighty-five of the recited Act of the Tenth Year of *George* the Fourth, Chapter Ninety-eight (Local), restricting the User of Ferries across the River *Tyne*, and imposing a Penalty for ferrying across the River, shall not apply to any Case in which the ferrying across the River within the Limits of the Parish of *Tynemouth* in the County of *Northumberland* and the Townships of *South Shields* and *Westoe* otherwise *Wivestoe* in the Parish of *Jarrow* in the County of *Durham* takes place in the Course of a Voyage or Trip commencing or ending at any Place beyond those Limits.

Regulations as to Purchase of the North and South Shields Ferry by the Tyne Commissioners.

20. And whereas the *Tyne* Improvement Commissioners are desirous that such Provision as in this Act contained should be made for the Benefit of the Public with regard to the Modification of the Restrictions imposed by the Eighty-fifth Section of the first-recited Act, and are willing to purchase the Rights, Powers, and Undertaking of the *North and South Shields* Ferry Company, under the Powers conferred upon them

them by the *Tyne* Improvement Act, 1861, and it is expedient that such Provision should be made with reference thereto as in this Act expressed: Therefore it shall be lawful for the *Tyne* Improvement Commissioners and they are hereby required to purchase, and for the *North and South Shields* Ferry Company, with the Consent of Three Fifths of the Votes of Shareholders of that Company present at a Meeting specially convened for the Purpose, to sell, the Undertaking, Rights, and Powers of the *North and South Shields* Ferry Company; and if any Dispute shall arise with respect to the Amount of the Purchase Money, the same shall be settled by Arbitration, to be conducted, and the Costs thereof paid, in manner provided by "The Lands Clauses Consolidation Act, 1845;" and for the Purposes of such Arbitration the *Tyne* Improvement Commissioners shall be deemed to be the Promoters of the Undertaking; and a Dispute shall be deemed to arise in case the *Tyne* Improvement Commissioners shall not, within Twenty-one Days after receiving Notice in Writing from the *North and South Shields* Ferry Company of their Willingness to sell under the Provisions of this Act, offer such a Sum for such Purchase Money as the *North and South Shields* Ferry Company shall within Twenty-one Days from the Receipt of such Offer accept, and the Amount of Purchase Money shall be ascertained as if this Act had not been passed; and all Rights, Powers, and Liabilities of the *North and South Shields* Ferry Company shall upon such Purchase be transferred to and exercised by the *Tyne* Improvement Commissioners, except so far as the same are altered by this Act; and the Provisions herein-before contained respecting the Restrictions imposed by the first-recited Act shall not come into operation until the Expiration of Three Months after the passing of this Act: Provided always, that such Purchase shall be made subject to the existing Rights of the Dean and Chapter of the Cathedral Church of *Durham* in the Undertaking of the said *North and South Shields* Ferry Company.

Contracts of North and South Shields Ferry Company to remain in force.

21. From and immediately after the Transfer of the Undertaking of the *North and South Shields* Ferry Company to the *Tyne* Improvement Commissioners, all Conveyances, Contracts, Agreements, Obligations, Mortgages, Liabilities, Bonds, Covenants, and Securities theretofore made or entered into with, by, or on behalf of or in reference to the said *North and South Shields* Ferry Company, shall, subject to the Provisions in this Act contained, be and remain as good, binding, valid, and effectual in favour of, upon, against, or with reference to the said Commissioners, and may be enforced, sued, and recovered upon, by, or against the said Commissioners, as fully and effectually, to all Intents and Purposes, as if the said Commissioners had originally been Parties to and executed the same, or had been named or referred to therein instead of the said Company.

22. No

Actions not to abate.

22. No Action, Suit, Prosecution, Indictment, or other Proceeding whatsoever commenced or instituted by, in favour of, or against the said *North and South Shields* Ferry Company previously to the Execution of such Transfer and Conveyance as aforesaid shall abate or be discontinued or prejudicially affected by such Sale, or by the Execution of such Deed, but all such Actions, Suits, Prosecutions, Indictments, and other Proceedings shall continue and take effect, and may be prosecuted and carried on, by, in favour of, or against the *Tyne* Improvement Commissioners, as fully and effectually and in the same Manner in all respects as if the same had been originally instituted or commenced by or against the said Commissioners, and as if the said Commissioners had been named or referred to therein instead of the said Company.

Receipts of Three Directors to be sufficient Discharge.

23. The Receipt in Writing of Three of the Directors for the Time being of the *North and South Shields* Ferry Company for any Monies payable to such Company under the Provisions of this Act shall be an effectual Discharge for such Sum as in such Receipt shall be expressed to be received, and the *Tyne* Improvement Commissioners shall not be obliged or concerned to see to the Division or Distribution thereof, or be in anywise answerable or accountable for any Loss, Misapplication, or Nonapplication thereof or of any Part thereof.

Application of Purchase and other Monies by Company.

24. The Directors for the Time being of the said *North and South Shields* Ferry Company shall stand possessed of the Purchase Money arising from the Sale of the said Undertaking, and of all other Sums of Money which at the Time of the Payment of such Purchase Money shall be in their Hands or Power or under their Control, and also of all other Monies which shall thereafter come to their Hands on account of or for the Benefit of the Shareholders in their Company, upon trust, after paying or providing for all the Debts, Liabilities, and Engagements of the said Company then outstanding (if any), to divide all such Monies between or among the several Persons who at the Time of the Payment of such Purchase Money or other Money as aforesaid shall be Proprietors of Shares in the Capital of the said Company, and their respective Executors, Administrators, and Assigns, in proportion to the Number of their respective Shares therein.

Proof of Proprietorship in Company.

25. The several Persons whose Names shall appear in the Books of the *North and South Shields* Ferry Company as the Proprietors of Shares therein at the Time of such Sale shall, until the contrary be proved to the Satisfaction of the Directors of such Company, or until such Directors shall have received Notice to the contrary, be considered to be the Persons entitled to participate in the Distribution of the Purchase Money hereby directed to be divided among the Proprietors of Shares in the Capital of such Company.

26. Upon

When North and South Shields Ferry Company shall cease.

26. Upon the Completion of the Sale and Transfer by the said *North and South Shields* Ferry Company of the whole of their Undertaking in manner aforesaid, and when and as soon as all the Debts, Liabilities, Engagements, Claims, and Demands against the Company shall have been paid or satisfied, and the Purchase Money paid in respect of such Sale shall have been appropriated and divided in manner herein-before directed, such Company shall cease and determine.

Power for Company to acquire Ferry Rights.

27. The Company from Time to Time, if they think fit, with the Consent of the *Tyne* Improvement Commissioners, but only by Agreement, may take on Lease, purchase, or otherwise acquire any Rights of Ferry on or across the River *Tyne*, subject to such Conditions as may be from Time to Time prescribed by those Commissioners.

Power for the Company to provide Steam Vessels for conveying Passengers, &c. on Tyne.

28. The Company from Time to Time may hire, purchase, or otherwise provide, maintain, repair, work, manage, regulate, and use Steam and other Vessels, with all proper and sufficient Tackle, Gear, Boats, Apparatus, and Conveniences connected therewith, and may work and use the same for the Conveyance of, and may, subject to the Provisions of this Act, convey Passengers, Animals, and Things on, along, and across the River *Tyne* between any Landing Place on one Side of the River and any Landing Place on the other Side of the River, and also between any Landing Place on any Part of the River and any Lnding Place on any other Part of the River.

Power for Company to acquire existing Landing Places specified.

29. The Company from Time to Time may, with the Consent of the *Tyne* Improvement Commissioners, and subject to such Conditions as they shall from Time to Time prescribe, and during the Pleasure of the Commissioners, but only by Agreement, take on Lease, purchase, or otherwise acquire, and may maintain, repair, and use, all or any of the now existing Landing Places on the River *Tyne* at *Quay Side*, *Newcastle-upon-Tyne*, *Mushroom*, *Felling*, *Saint Anthony's*, *Walker*, *Howdon*, *Hebburn*, *Jarrow*, *South Shields*, *North Shields*, *New Quay*, and *Prior's Haven*, *Tynemouth*, now used by the *Red Star* Line of Packets Company, or any of them, and the Works and Conveniences connected therewith.

Power for Company to provide other Landing Places.

30. The Company from Time to Time may, with the Consent of the *Tyne* Improvement Commissioners, and subject to such Conditions as they shall from Time to Time prescribe, and during the Pleasure of the Commissioners, but only by Agreement, take on Lease, purchase, and otherwise acquire, and may provide, maintain, repair, and use, any other Landing Places, Jetties, Stairs, Quays, Approaches, and other Works, Lands, and Buildings on the River *Tyne* or the Banks or Shores thereof, or adjoining or near thereto, in the Counties of *Northumberland* and *Durham* and the Town and County of the Town of *Newcastle-upon-Tyne* respectively.

31. For

Power for Company to provide Moorings in and near Tyne.

31. For the Purposes of the Steam Vessels from Time to Time provided, worked, and used by the Company, they from Time to Time, with the previous Consent of the *Tyne* Improvement Commissioners, may provide, lay down, manage, and use in the River *Tyne* and on the Banks or Shores thereof, and on and at the Company's Landing Places, proper and sufficient Mooring Posts, Moorings, Rings, and other Apparatus and Conveniences for the safe and convenient mooring of the Steam Vessels.

Company to remove or alter Gears and Platforms, upon Request of Commissioners.

32. The Company shall from Time to Time and at all Times hereafter (at their own Costs and Charges, and without Compensation), on being thereunto requested by the said Commissioners by Writing under their Common Seal, to be delivered to the Secretary for the Time being of the Company, or left at the Office of the Company, set back or extend or elongate all or any of the Gears, Stages, Platforms, or other Erections which may hereafter be fixed or set up in or upon the Shore or Bed of the said River *Tyne*, under the Authority of this Act, to such Point or Line in the said River as shall from Time to Time be fixed by the said Commissioners, or the Company shall, if so required, altogether remove any such Gears, Stages, Platforms, or other Erections; and in case the Company fail to comply with such Request in Writing, within Two Months after the Delivery thereof as aforesaid, the Commissioners may execute the Works required by such Request, and the Expense thereof shall be repaid by the Company to the Commissioners.

Power for Tyne Improvement Commissioners to make Landing Places for Company.

33. The *Tyne* Improvement Commissioners, if and when they think fit, may contribute, on such Terms and subject to such Conditions as may be mutually agreed upon, to the Undertaking of the Company, by making, improving, maintaining, or repairing any Landing Places on the River *Tyne*, or any Works or Conveniences thereat, to be respectively used by the Company, or providing or improving, by means of dredging, Access to any Landing Places on the River, to be used by them, or providing or laying down any Moorings to be used by them, or by making, providing, or executing any other Works or Conveniences in or upon or in connexion with the River or the Bed or Shores or Banks thereof, within the Limits of the Jurisdiction of the Commissioners, and the *Tyne* Improvement Commissioners may apply the *Tyne* Improvement Fund and any Monies authorized to be raised or borrowed on Security thereof for or towards any of the Purposes or Things by this Act authorized to be undertaken or done by the Commissioners.

Working Drawings to be deposited with Admiralty.

34. Previously to commencing any Work in the River *Tyne*, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the said Work, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid,

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

Exemption of certain Vessels.

35. Nothing in this Act contained shall extend to charge with Rates or Duties, or to regulate or subject to any Control, any Vessel or Boat belonging to or employed in the Service of Her Majesty, Her Heirs and Successors, or any Member of the Royal Family, or in the Service of the Admiralty, Coast Guard, Customs, or Excise, or of the Corporation of *Trinity House of Deptford Strond*, or the Commissioners of Northern Lights, using the Landing Places, Jetties, and Quays, and not conveying Goods for Hire, or any Packet Boat or Post Office Packet being a Packet Boat or Post Office Packet as defined under the Provisions of any Act relating to the Post Office, or any Post Office Bag of Letters conveyed by any such Packet Boat or Packet, or by any other Vessel whatsoever, or any of the Officers or Persons belonging to Her Majesty's Navy, or employed in the Service of the Admiralty, Coast Guard, Ordnance, Customs, Excise, or Post Office, or their Baggage, or any Vessel or Goods being under Seizure by the Officers of the Revenue, or any Naval, Victualling, or Ordnance Stores, or other Stores, Goods, or Supplies for the Service of or being the Property of Her Majesty, or any Marines or Troops landed upon or delivered or disembarked from any of the Landing Places, Jetties, and Quays, or their Baggage, but all such Vessels, Officers, or Persons as aforesaid shall have the free Use of the Landing Places, Jetties, and Quays, without any Charge or Rate being made for using the same: Provided always, that if any Person claim and take the Benefit of any such Exemption as aforesaid without being entitled thereto he shall for every such Offence be liable to a Penalty not exceeding Ten Pounds.

Admiralty may order local Survey, at Expense of Company.

36. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom or the Commissioners for executing the Office of Lord High Admiral to order a local Survey and Examination of any Works of the Company in, over, or affecting any

any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid, upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Admiralty, at Expense of Company.

37. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company and the Amount thereof shall be a Debt due from the Company to the Crown, and if not paid, upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Ferry Tolls.

38. The Company from Time to Time may demand and take, for the Conveyance in their Steam Vessels of Passengers, Animals, and Things on, along, and across the River *Tyne*, such Ferry Tolls as the Company, from Time to Time appoint, not exceeding the Ferry Tolls specified in the Schedule to this Act annexed.

Landing Place Tolls.

39. The Company from Time to Time may demand and take for the User of their Landing Places, and of any Sheds or Buildings, Lifts, Drops, Cranes, Weighing Machines, and other Conveniences provided by them thereat, such reasonable Landing Place Tolls as the Company from Time to Time appoint.

Tolls to be charged equally.

40. The Ferry Tolls and the Landing Place Tolls respectively shall at all Times be charged equally to all Persons using, under like Circumstances, the Company's Steam Vessels and their Landing Places, and the Works and Conveniences thereat, but where a Ferry Toll shall be charged no Landing Place Toll shall be charged.

Passage free on Payment of Tolls.

41. Whenever the Company work any Steam Vessel on, along, or across the River *Tyne*, all Persons shall, on Payment of the Tolls which the Company from Time to Time may demand and take in that Behalf, be entitled to use, for the Passage on, along, or across the River, such Steam Vessel and the Landing Places provided by the Company for the Purpose of the Passage, and the Company's Works and Conveniences connected therewith.

42. Every

Passengers Luggage.

42. Every Passenger conveyed by the Company may take with him his ordinary Luggage, not exceeding Twenty-eight Pounds in Weight, without any Charge being made for the Carriage thereof.

Recovery of Tolls.

43. The Ferry Tolls and the Landing Place Tolls respectively may be demanded and taken by and shall be paid to such Persons, and on the Steam Vessels or at such Places on or near to the Landing Places, and in such Manner and under such Regulations, as the Company from Time to Time appoint.

Exemptions from Payment of Tolls.

44. No Landing Place Toll shall be taken from or paid by any Officer or Man of or belonging to the Army, Navy, or Marines, and being on Full Pay, or any Volunteer on Duty, or going to or returning from Duty, or any Officer of Customs or Inland Revenue, or any Person acting in his Aid or Assistance, or duly employed for the Prevention of Smuggling.

List of Tolls to be set up on Landing Places and Steam Vessels.

45. The Company shall paint on or print and attach to Boards, in large and legible Characters, a List of the Ferry Tolls and Landing Place Tolls from Time to Time payable under this Act, and fix the same on some conspicuous Part of every Steam Vessel and Landing Place from Time to Time worked or managed by the Company; and no such Toll shall be payable in respect of any such Steam Vessel or Landing Place when the List is not so fixed thereon; provided that if any such List be destroyed, injured, or obliterated, the Tolls shall continue payable during the Time reasonably required for the Restoration or Reparation of the List, in the same Manner as if the List continued affixed and in the State required by this Act.

Penalty for Nonpayment of Tolls.

46. If any Person knowingly and wilfully fail to pay any Ferry Toll or Landing Place Toll payable by him, every Person so offending shall for every such Offence forfeit not exceeding Forty Shillings.

Power to stop any Person refusing to pay Tolls.

47. If any Person subject to the Payment of Ferry Tolls or Landing Place Tolls hereby made payable or any of them, or any Person having charge of any Horse, Beast, Carriage, or Thing in respect of which Toll is payable, shall, after Demand made thereof by any Collector appointed to receive Toll, neglect or refuse to pay the same or any Part thereof, such Collector, by himself, or taking such Assistance as he shall think necessary, may stop and prevent the Passage of the Person so neglecting or refusing, or of the Horse, Beast, Carriage, or Thing for or in respect of which such Tolls ought to have been paid, until full Payment thereof, or to seize and distrain any Horse or other Beast, together with the Bridles, Saddles, Gears, Harness, and Accoutrements thereunto belonging, or any Carriage drawn by any such Horse or Beast, or any Article or Thing in or upon the same or belonging

belonging to such Person; and if such Ferry Tolls or Landing Place Tolls or any of them, and the reasonable Charges of such Seizure and Distress, shall not be paid within the Space of Four Days next after such Seizure or Distress made, the Person so seizing and distraining shall and may sell the Horse, Beast, Carriage, or Thing so seized or distrained, or any Part thereof, returning the Overplus (if any), and what shall remain unsold, upon Demand, to the Owner thereof, after such Tolls and the reasonable Charges occasioned by such Seizure, Distress, and Sale shall be deducted.

Penalties on Toll Collectors.

48. Every Toll Collector of the Ferry Tolls or the Landing Place Tolls who commits any of the following Offences shall for every such Offence forfeit not exceeding Forty Shillings; (that is to say,)

If he refuse to tell his Christian Name and Surname to any Person demanding the same who has paid or tendered the Toll demanded of him, or if he give as his Name a false Name to any such Person:

If he demand or take a greater or less Toll from any Person than he is authorized to do by virtue of this Act and the Regulations of the Company made in pursuance thereof:

If, upon the legal Toll being paid or tendered, he unnecessarily detain or wilfully hinder any Person from using the Steam Vessel or Landing Place.

Leases of Tolls.

49. The Company from Time to Time, by Lease, to take effect in Possession, may let the Ferry Tolls and the Landing Place Tolls, or any of them, to any Person for any Term not exceeding Three Years; and every Lessee of the Tolls shall, during the Continuance and subject to the Provisions and Restrictions of the Lease, be entitled to demand and take the Tolls, and have the like Powers for recovering and enforcing Payment thereof as are by or under this Act granted to or vested in the Company.

Composition for Tolls.

50. The Company from Time to Time may compound and agree with any Person using the Steam Vessels or Landing Places for the Payment of any Sum, either monthly, quarterly, or yearly, instead of the Ferry Tolls or Landing Place Tolls, or both: Provided that if the Company make any such Composition with any Person they shall be compellable to make the like Composition with every other Person desiring to compound for the Payment of the like Tolls for the like Period.

Damage to Company's Property to be made good.

51. If any Person commit or cause any Damage or Injury to any Property of the Company, every Person so offending shall make good the Damage or Injury, as well as pay the Penalty thereby incurred by him.

Saving Rights of the Mayor, &c. of the Borough of South Shields.

52. Except as by this Act expressly provided, nothing in this Act contained shall take away, lessen, alter, or prejudice any of the Estates, Lands, Property, and Effects of the Mayor, Aldermen, and Burgesses of the Borough of *South Shields*, or any of the Tolls, Rates, Dues, Duties, Payments, Issues, Profits, or other Income whatsoever of or payable to them, or any of their Powers, Authorities, Rights, Privileges, Emoluments, or Advantages, or shall amend, interpret, or alter "The *South Shields* Improvement Act, 1853," and "The *South Shields* Improvement Amendment Act, 1861," or either of them, or any of the Powers or Authorities thereof.

Saving Rights of Tyne Improvement Commissioners.

53. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, alter, or prejudice any Jurisdiction, Right, Power, Privilege, or Authority of the *Tyne* Improvement Commissioners.

Saving Rights of Mayor, &c. of Newcastle-upon-Tyne.

54. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Lands, Property, and Effects of the Mayor, Aldermen, and Burgesses of the Borough of *Newcastle-upon-Tyne*, or any of the Tolls, Rates, Dues, Duties, Issues, Profits, or other Income whatsoever of or payable to them, or any of their Powers, Authorities, Franchises, Customs, Usages, Rights, or Privileges.

Saving Rights of the Crown.

55. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Foreshore or other Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose, (which Consent such Commissioners are hereby respectively authorized to give,) neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving Rights of the Duke of Northumberland.

56. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any Property or Royalty, Right, Estate, Duty, Toll, Payment, Custom, Power, Authority, Jurisdiction, Privilege, Liberty, Franchises, Emolument, or Advantage whatsoever of or belonging to the Most Noble *Algernon* Duke of *Northumberland*, his Heirs, Assigns, or Successors, in the Barony of *Alnwick*, and the Manors of *Tynemouth*, *Warkworth*, and *Alnmouth*, or any of them, as Lord thereof respectively, or as Grantee of the Crown,

Crown, or otherwise, or of any future Lords thereof, or of the Assigns of any such Grantee, or of any of his respective Officers in their respective Duties within the same, or any Estate, Right, Title, or Interest of the Duke, his Heirs and Assigns, as Grantee of the Crown or otherwise, in or to the Bed and Soil, Banks and Shores of the River *Tyne* or any Part thereof, but, except as is by this Act expressly provided, all such Property, Royalties, Rights, Titles, Estates, Interests, Duties, Tolls, Payments, Customs, Powers, Authorities, Jurisdictions, Privileges, Franchises, Emoluments, and Advantages shall be exercised, received, and enjoyed and shall continue to be preserved whole and unimpaired as if this Act were not passed.

Act not to create exclusive Right of Ferry.

57. Nothing in this Act contained shall erect or create any exclusive Right of Ferry or Passage.

Company not exempt from Provisions of present and future General Acts.

58. Nothing herein contained shall be deemed or construed to exempt the Company from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company by virtue of this Act.

Expenses of Act.

59. All the Costs, Charges, and Expenses of and incident to the applying for, obtaining, and passing this Act shall be paid by the Company.

SCHEDULE referred to in the foregoing Act.

Rates to be taken by the Company not exceeding the following; (that is to say,)

For every Person conveyed from one Landing Place to the next Landing Place of the Company, when the Distance does not exceed One Mile, First Class, Three Halfpence; Second Class, One Penny:

For every Person conveyed from one Landing Place to the next Landing Place of the Company, when the Distance exceeds One Mile, First Class, Threepence; Second Class, Twopence:

For every Person conveyed beyond the next Landing Place, the following Rates:

For a Distance not exceeding Four Miles, First Class, Fourpence; Second Class, Threepence: exceeding Four Miles and not exceeding Eight Miles, First Class, Sixpence; Second Class,

Class, Fourpence: exceeding Eight Miles, First Class, Eightpence; Second Class, Sixpence:

In addition to the above Rates, for every Person conveyed on any Part of the River Westward of the Bridge at *Newcastle-upon-Tyne*, an additional Sum of Twopence:

For every Third-class or Deck Passenger not entitled to the Use of a Cabin, where Third-class Accommodation is provided, for every Mile or Part of a Mile, One Halfpenny:

For conveying the following Animals, Articles, and Things between any Landing Places adapted for the loading and disembarking such Animals, Articles, and Things; (that is to say,)

For every Coach, Chariot, Chaise, Hearse, or other such like Carriage with Four Wheels, One Shilling and Sixpence; and for every Horse or other Beast drawing the same, Sixpence:

For every Chaise, Chair, or other such like Carriage with Two or Three Wheels, Ninepence; and for every Horse or other Beast drawing the same, Sixpence:

For every Waggon, Wain, or Dray, or other such like Carriage with Four Wheels, One Shilling and Sixpence; and for every Horse or other Beast drawing the same, Sixpence:

For every Cart, Dray, or other such like Carriage with Two or Three Wheels, Ninepence; and for every Horse or other Beast drawing the same, Sixpence:

For every Horse, Mule, or Ass, laden or unladen, and not drawing, Sixpence:

For every Ox, Cow, or Neat Cattle, Fourpence:

For every Calf, Hog, Pig, Sheep, or Lamb, One Penny:

And for every Hundredweight of Goods, Wares, Merchandise, portable Articles, Matters, or Things, not being in any Carriage drawn by any Horse or other Beast, or borne by any other Horse or other Beast, Three Halfpence:

If such Animals, Articles, or Things be conveyed by the Company otherwise than as aforesaid, the Company may take a further reasonable Rate for the Conveyance.

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