ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. cxxxi.

An Act to authorize the Construction of additional Docks and other Works in connexion with the *Victoria* (*London*) Docks, and to consolidate and amend the Provisions of the Act relating to such Docks. [4th *August* 1853.]

WHEREAS an Act was passed in the Session of Parliament held in the Thirteenth and Fourteenth Years of the Reign of Her present Majesty, intituled "The *Victoria* (*London*) Dock Act, 1850:" And whereas by such Act certain Persons were incorporated by the Name of "The *Victoria* (*London*) Dock Company," and were empowered to construct a Dock, with Entrance from the River *Thames*, on the North Bank of such River, between *Bow Creek* and *Gallion's Reach*, and were also empowered to construct Warehouses, Works, and other Conveniences connected therewith: And whereas such Company were empowered to raise a Share Capital of Four hundred thousand Pounds, and to borrow on Mortgage or Bond the Sum of One hundred and thirty-three thousand Pounds: 13 & 14 Vict. c. li.

Pounds: And whereas the Company have proceeded in the Execution of the said Act, and have purchased certain Parts of the Lands authorized to be taken by such Act, and the whole of the said Capital of Four hundred thousand Pounds hath been subscribed for: And whereas it is expedient that the Time limited for the Completion of the Dock and Works by the said Act authorized to be made, and also the Time limited for the compulsory Purchase of the Lands authorized to be taken by the said Act, should be extended: And whereas an Alteration and Enlargement of the Dock authorized to be made by the said Act, and the Construction of additional Docks and Basins, by means of the Enlargement and Alteration of the Eastern Cut or Channel authorized by such Act, and the providing of other Works and Conveniences for the Accommodation of Vessels using the said Docks, would be of great public Advantage: And whereas it would facilitate the receiving, warehousing, and Delivery of Goods and Merchandise imported and exported from the said Docks if the Company were enabled to provide and maintain Warehouses and other Buildings in the City of *London*, for receiving and housing such Goods and Merchandise, and for such Purposes were authorized to purchase or take on Lease and hold Lands in the said City of *London* and adjoining or near the River *Thames*, and were empowered to use Steam and other Vessels for the Conveyance of Goods and Merchandise to and from their Warehouses and Docks respectively: And whereas the Capital of the Company will be insufficient for the Purposes of carrying into effect the additional Objects aforesaid, and it is expedient to enable the Company to raise further Sums of Money: And whereas it would be advantageous to the Company if they were enabled to lease their Undertaking or any Part thereof, or the Rates, Tolls, or Duties authorized to be taken in respect thereof, to the Persons and in manner and subject to the Conditions herein-after expressed: And whereas it is expedient that the recited Act should be altered, amended, and enlarged, and that Power should be contained of levying Rates, Tolls, and Duties for the Use of the new as well as the authorized Docks and Works, subject to certain Exemptions, as herein-after provided: And whereas, in order to avoid Inconveniences which might arise from Two Special Acts relating to the same Undertaking being in force at the same Time, it is expedient that the recited Act be repealed, and that some of the Powers and Provisions thereof be re-enacted or continued in this Act: And whereas the several Purposes aforesaid 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 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,)

I. That

The Victoria (London) Docks Act, 1853.

Recited. Act repealed.

I. That from and after the passing of this Act the said "*Victoria* (*London*) Dock Act, 1850," shall be and is hereby repealed.

Short Title.

II. That in citing or referring to this Act for any Purpose it shall be sufficient to use the Expression "The *Victoria* (*London*) Docks Act, 1853."

8 & 9 Vict. cc. 16. and 18., and 10 & 11 Vict. c. 27. incorporated with this Act.

III. That "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Harbours, Docks, and Piers Clauses Act, 1847," shall be incorporated with and form Part of this Act.

Company to continue incorporated.

IV. That, notwithstanding the Repeal of the recited Act, the Company shall for the Purposes of this Act remain as from the passing of the recited Act, and continue incorporated by the Name of "The *Victoria* (*London*) Dock Company," and by that Name shall continue to be and shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to make and maintain Docks and Works, with all proper Works and Conveniences connected therewith, and to purchase, take, hold, and dispose of Lands and other Property for the Purposes and within the Restrictions of this Act and of the Acts incorporated herewith.

Company to remain entitled to Property.

V. That, notwithstanding the Repeal of the recited Acts, the Company shall remain and be seised and possessed of and entitled to all the Works and Conveniences, Lands and Buildings, Estates and Monies, and all Rights, Claims, Easements, Interests, and Privileges, and all Goods, Chattels and Effects, Bonds, Deeds, Books, Writings, and other Personal Estates, and all Claims and Demands whatever, of or to which the said Company at the Time of the passing of this Act, by virtue of the said recited Act or otherwise howsoever, were immediately before the passing of this Act seised or possessed of or in any way entitled, at Law or in Equity or otherwise howsoever, with the Appurtenances, as fully and effectually to all Intents and for all Purposes as the said Company were or would have been seised or possessed of or entitled to if this Act had not passed.

Conveyances, &c., to remain in force.

VI. That, notwithstanding the Repeal of the recited Act, all Purchases, Sales, Conveyances, Assurances, Demises, Grants, Leases, Mortgages, Bonds, Covenants, Agreements, Contracts, and Securities, and all Notices, Proceedings, Warrants, Calls, and other Acts and Things before the passing of this Act made, done, entered into, given, taken, signed, sealed, made, executed, or instituted, under or by virtue of the said recited Act or with reference to the Purposes of the same, shall be as good, valid, and effectual, to all Intents and Purposes whatsoever, for, against, with reference to, or in favour of

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the Company, as if this Act had not passed, and may be proceeded on and enforced accordingly.

Actions, &c. not to abate.

VII. That, notwithstanding the Repeal of the recited Act, any Action, Suit, Prosecution, or other Proceeding whatsoever, commenced either by or against the Company before the passing of this Act, shall not abate or be discontinued or prejudicially affected by this Act, but, on the contrary, shall continue and take effect, both in favour of and against the Company, in like Manner to all Intents as if this Act had not passed.

Transfers of Shares, &c. to remain in force.

VIII. That all Sales, Transfers, Negotiations, and Dispositions executed before the passing of this Act of any Share in the Joint Stock of the Company, and all Certificates issued by the Company of any such Share, shall remain in full Force and be available in the same Manner as if the same had been made under the Powers of this Act; and all Books and other Documents by the recited Act directed or authorized to be kept, and which if this Act had not passed would have been admissible in Evidence, shall be admitted in Evidence in all Questions of Law and Equity and elsewhere accordingly.

Debts due to and by the Company to be paid to and by them.

IX. That all Persons who immediately before the passing of this Act owed any Sum of Money to the Company, or to any Person on their Behalf, either for Calls upon the Shares held by them, or for Rents, Remunerations, Charges, or otherwise, shall pay the same, with all Interest (if any) due to or to accrue due for the same, to the Company; and all Debts and Money which immediately before the passing of this Act were due or owing by or recoverable from the Company, or for the Payment of which the Company was or but for this Act would have been liable, shall be paid, with all Interest (if any) due or to become due thereon, by or be recoverable from the Company.

Amount Capital.

X. That the Capital of the Company shall be Four hundred thousand Pounds, subject to the Powers of Increase as herein-after mentioned.

Shares.

XI. That the Number of Shares into which the said Capital of Four hundred thousand Pounds shall be divided shall be Twenty thousand, and the Amount of each Share shall be Twenty Pounds.

Calls.

XII. That Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Holders of original Shares, and that Three Months at the least shall intervene between successive Calls.

XIII. That

Proprietors of Shares in old Company to be entitled to equal Number of Shares.

XIII. That every Person and Corporation who at the Time of the Commencement of this Act shall be the Proprietor of One or more Shares in the Capital of the Company incorporated by the recited Act shall be entitled for each such Share to a Share in the Capital of the Company hereby incorporated, and the said last-mentioned Shares are from the passing of this Act vested in such Persons and Corporations accordingly.

Such Shares to be subject to same Trusts as former Shares.

XIV. That all Persons and Corporations in whom any of the said last-mentioned Shares shall be vested as aforesaid shall stand and be possessed thereof upon the same Trusts, and subject to the same Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, as the Trusts, Powers, Provisions, Declarations, and Agreements, Charges and Incumbrances, and shall be subject to the same Payments for Call or otherwise, upon or to which the Shares in the Capital of the Company immediately previous to the passing of this Act in respect of which such last-mentioned Shares are so vested were liable and subject immediately before the Commencement of this Act, and so as to give effect to and not revoke any Will or other Testamentary or other Instrument disposing of or affecting such Share or Shares.

Power to borrow Money on Mortgage or Bond.

XV. That it shall be lawful for the Company to borrow for the Purposes of this Act, on Mortgage or Bond, any Sum or Sums of Money not exceeding in the whole the Sum of One hundred and thirty-three thousand Pounds, but no Part of such Sum shall be raised until the whole of the said Capital or Sum of Four hundred thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up.

Number of Directors.

XVI. That (subject to the Provisions herein contained for increasing or reducing the Number of Directors) the Number of Directors shall be Ten, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares in the Undertaking.

Power to vary the Number of Directors.

XVII. That it shall be lawful for the Company from Time to Time to increase or reduce the Number of Directors of the Company, but the whole Number of Directors after such an Increase or Reduction as aforesaid shall not be greater than Fifteen nor less than Six.

Directors to continue in Office.

XVIII. That the several Persons who immediately before the Commencement of this Act constituted the Directors of the Company shall be the First Directors of the Company hereby established, and shall remain in Office and shall retire from Office in the same Rota-

tion and Manner as that in which they would have retired if this Act had not passed.

Quorum of Directors.

XIX. That a Quorum of a Meeting of Directors shall be Five.

Committee of Directors.

XX. That the Number of Directors of which Committees appointed by the Directors shall consist shall not be less than Three, and the Quorum of such Committees shall be such as the Directors shall at the Time of appointing the said Committees determine, not being less than Two.

Scale of voting.

XXI. That the Shareholders shall have One Vote in respect of each Share held by them.

Company empowered to construct Dock and Works according to Plans and Sections.

XXII. And whereas a Plan and Section of the Dock authorized to be made by the said recited Act, and therein described as the intended Dock, and of the Works connected therewith, showing the Situation and Levels thereof respectively, and the Limits within which the same are to be constructed, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers of the Lands upon or through which the same are intended to be made, were, previously to the passing of the said Act, and in the Month of *November* One thousand eight hundred and forty-nine, deposited with the respective Clerks of the Peace for the Counties of *Essex* and *Kent*: Be it enacted, That, subject to the Provisions in this and the said incorporated Acts contained, and to the Powers of Deviation, Alteration, and Enlargement herein and in the said incorporated Acts contained, it shall be lawful for the said Company to continue, make, complete, and maintain the said Dock and the Works which were authorized by the said Act hereby repealed in the Situation and upon the Lands delineated upon the said Plan and described in the said Book of Reference, and according to the Levels defined on the said Sections, and within the Limits aforesaid to make and maintain all such Deviations, Cuts, Locks, Gates, Bridges, Quays, Works, and Conveniences as they may think necessary for the Purposes of the said Dock, and to enter upon, take, and use such of the said Lands as they shall deem necessary for the Purposes aforesaid.

Describing Works.

XXIII. That it shall be lawful for the Company, subject to the Provisions of this Act and of the Acts incorporated herewith, to alter, vary, and enlarge the Dock and Works authorized by the said Act, and to make and maintain additional Docks, with Basins, Cuts, Channels, Entrances, and other Works connected therewith, on the East Side of the said Dock authorized to be made by the said recited Act, and extending thence to or towards or near the Entrance

trance from the River *Thames* authorized to be made by the said Act, and shown on the Plans referred to in such Act deposited with the Clerks of the Peace for the Counties of *Essex* and *Kent*; and for the Purpose of making such Variation, Alteration, and Enlargement of the said Dock and Works, and such additional Docks, Basins, Cuts, Channels, Entrances, and other Works, it shall be lawful for the said Company to vary and enlarge the Eastern Cut or Channel authorized by the said Act to be made between the Site of the Dock authorized by such Act and the Entrance thereto from the River *Thames*, and to convert such Cut or Channel, where necessary, into Docks, Basins, Ponds, and other Works, such additional Docks, and the Cuts, Channels, and Works in connexion therewith, and also the Alteration, Variation, and Enlargement of the authorized Docks, Cuts, or Channels, and the several Works aforesaid, to be situate in or pass from, in, through, or into the Parishes of *East Ham* and *West Ham* in the County of *Essex*, and *Woolwich* in the County of *Kent*, and be situate on the North Side of the River *Thames* on the Lands shown on the Plans herein-after mentioned.

Powers to make Works according to deposited Plans.

XXIV. And whereas Plans and Sections of the additional Docks, Enlargements, Alterations, and Works herein authorized to be made, and also Books of Reference to such Plans, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in, upon, or through which the same Works are intended to pass or be made, have been deposited with the Clerks of the Peace for the Counties of *Essex* and *Kent*: Therefore, subject to the Provisions in this and the said incorporated Acts and to the Powers of Deviation in this Act contained, it shall be lawful for the Company to make or maintain the said additional Docks, Enlargements, Alterations, and other Works upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined on the Sections, and to enter upon, take, and use the Lands described upon the said Plans and in the said Book of Reference, and authorized by this Act to be taken and used, or such of them as the Company may deem necessary, for the Purposes of the additional Docks or any of the Works hereby authorized to be made in connexion therewith: Provided always, that for the Purpose of the additional Works hereby authorized to be made under the Powers of this Act it shall be lawful for the Company to purchase and take any Land lying between the Northern Limit of Deviation marked on the Plans deposited with the said Clerks of the Peace in the Year One thousand eight hundred and fifty-two and a Line drawn on the South Side thereof parallel therewith at a Distance of Thirty-three Chains therefrom: Provided also, that any Land already purchased or taken by the Company, or in respect of the

Extent to which compulsory Powers of Purchase may be exercised.

the taking of which Notice may have been given, or any Contract entered into previously to the Fifteenth Day of *July* One thousand eight hundred and fifty-three, under the Provisions of the recited Act, may be held, purchased, and taken by the Company for the Purposes of this Act: Provided also, that it shall not be lawful for the Company to enter upon, take, or use any of the Lands delineated on the said last-mentioned Plans and described in the said last-mentioned Book of Reference, and numbered respectively 2, 3a, and 5, and 8, 8ª, 10, 11, and 13 on the said Plans in the Parish of *West Ham* in the County of *Essex*, without the Consent of the Owners, Lessees, and Occupiers of such Lands respectively.

Certain Lands not to taken without Consent.

Limiting Time for purchasing Lands.

XXV. That the Powers of the Company for the compulsory Purchase of the Lands described upon such last-mentioned Plans, and authorized to be taken as aforesaid, shall not be exercised after the Expiration of Two Years from the passing of this Act, and the Powers for the compulsory Purchase of Lands authorized to be taken under the Provisions of the recited Act may be exercised until the Fifteenth Day of *July* One thousand eight hundred and fifty-three, notwithstanding the Repeal of the said recited Act.

Lands for extraordinary Purposes.

XXVI. And whereas the said Docks will be situate on Marsh Lands well adapted for Grazing Purposes, and it is expedient that the Company should have Power to provide Pasture Accommodation for the large Quantities of Foreign Cattle which it is expected will be landed at the said Dock: Be it enacted, That the Lands to be taken by the Company for extraordinary Purposes may be but shall not exceed Two hundred Acres.

Period for Completion of new Works.

XXVII. That the said additional Docks, Enlargements, Alterations, and Works by this Act authorized to be made and constructed shall be completed within Seven Years from the passing of this Act, and the Dock and Works which were authorized by the recited Act shall be completed by the Fifteenth Day of *July* One thousand eight hundred and fifty-seven; and on the Expiration of such respective Periods the Powers by this Act or by the Acts incorporated herewith granted to the Company for executing the same shall cease to be exercised, except as to so much of the same as shall then be completed.

Power to construct Timber Ponds and Works in connexion with Docks.

XXVIII. That it shall be lawful for the Company, in connexion with the Docks, to make such Timber Ponds, Basins, Dry or Graving Docks, Slips, Inclined Planes, Wharfs, Quays, and Tramways, and to erect such Warehouses, Sheds, Cranes, and Engines, and to make all such other Works as are authorized by "The Harbours, Docks, and Piers Clauses Act, 1847," as the Company may think proper.

XXIX. Pro-

Company to provide Cranes and Weighing Machines.

XXIX. Provided always, That the Company and the Lessees shall at all Times provide and maintain, for the Purposes of the Docks, a sufficient Number of Cranes and Weighing Machines, for the Use, at the usual Charges, of all Parties requiring the Use thereof.

Company may deviate to the Extent marked on the Plan.

XXX. That, notwithstanding anything in the said Harbours, Docks, and Piers Clauses Act contained, it shall be lawful for the Company, in constructing the said Docks and Works, to deviate to the Extent of the Limits of Deviation respectively marked on the Plan.

Company authorized to purchase or hire Warehouses, &c., in the City of London.

XXXI. And whereas certain Lands and Buildings contiguous to the River *Thames* in the City of *London*, called or known by the Name of the *Steelyard* Estate, of which the Merchants of the *Hanse Towns*, otherwise called the Merchants of *Almayne*, claim to have been the Owners from the Reign of His Majesty King *Edward* the Fourth, are eligible to be converted into Warehouses for the Purposes of the Company, and it is expedient to enable the Company to purchase such Lands and Buildings: Therefore, in addition to the Hereditaments which the Company have purchased or are authorized to purchase under the Provisions of the recited Act and this Act, it shall be lawful for the Company to purchase by Agreement the said Lands and Buildings called or known as the *Steelyard* Estate, and also any Lands and Buildings adjoining or near thereto, not exceeding in the whole Three Acres, subject to any existing Leases, Terms, Estates, and Interests therein or Charges thereon, or without being so subject, as may be agreed upon, and also to purchase by Agreement such subsisting Leases, Terms, Estates, and Interests, and to pull down or alter the Buildings which are or from Time to Time shall be upon all or upon any Part of the said *Steelyard* Estate, and Lands adjoining or near thereto, so purchased, and to convert the same into or erect such Warehouses fit for the Reception and Deposit of Goods, and to adapt, use, and manage such Warehouses for the Reception and housing of Goods, and to charge and receive such Rates, Rents, or Sums in respect thereof as are authorized by this Act to be taken with respect to Goods received or deposited in the Warehouses at the Dock Premises of the Company.

Works on Shore of Thames not to be constructed without the Authority of the Commissioners of Woods, &c., and the Admiralty, and the Lord Mayor, &c.

XXXII. That the Company shall not construct any Works on any Part of the Shore of the River *Thames* without the previous Consent of Her Majesty, Her Heirs and Successors, to be signified in Writing under the Hands of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, and the Lords of the Admiralty, to be signified in Writing under the Hand of the Secretary of the Admiralty, and of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being as Conservator of the River *Thames* and Waters

Waters of the *Medway*, to be signified in Writing under the Hand of the Town Clerk of the said City, and then only according to such Plan and under such Restrictions and Regulations as the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and the said Lords of the Admiralty, and the said Mayor and Commonalty and Citizens, or the said Lord Mayor, approve of, such Approval being signified as last aforesaid; and where such Works shall have been constructed with such Consent as aforesaid, the Company shall not at any Time alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consents or Approval; and if such Works shall be commenced or completed without such Consent and Approval, the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or the said Lords of the Admiralty, or the said Mayor and Commonalty and Citizens, or their Successors, or the said Lord Mayor, may abate and remove the same, and restore the Site thereof to its former Condition, at the Costs of the Company; and the Amount of such Costs, as respects the said Commissioners and the Lords of the Admiralty, shall be a Debt due to the Crown, and the Amount of such Costs as respects the said Mayor and Commonalty and Citizens shall be a Debt due to them, and recoverable against the Company accordingly.

Power to establish Vessels for conveying Goods between Docks and Warehouses.

XXXIII. That if such Warehouses be provided near to the River *Thames*, as herein-before authorized, it shall be lawful for the Company, so far as may be consistent with the Provisions of an Act passed in the Seventh and Eighth *George* the Fourth, Chapter Seventy-five, "For the better Regulation of the Watermen and Lightermen of the River *Thames* between *Yantlet Creek* and *Windsor*," to purchase, build, construct, and maintain, and also to rent or hire, Steam or other Vessels, for the Conveyance therein of Goods between or to or from their Docks and any Warehouses which the Company may provide on or adjacent to the River *Thames*; and the Company may make such reasonable Charge for such Conveyance of Goods as they may from Time to Time find expedient, so far as the same may not be inconsistent with such last-mentioned Act.

If Warehouses are licensed as Bonding Warehouses, they may be used accordingly.

XXXIV. That if the Commissioners of Her Majesty's Treasury or the Commissioners of Her Majesty's Customs shall be pleased to license as Bonding Warehouses any of the Warehouses of the Company, or any Part thereof, it shall be lawful for the Company to hold, use, and manage the same as Bonding Warehouses.

Power to the Company to give the Security required for Bonding Warehouses.

XXXV. That it shall be lawful for the Company to enter into or give such Bond or Security under their Common Seal, with or to the Commissioners of Her Majesty's Treasury or the Commissioners of Her Majesty's Customs, or with or to any other Person or Persons to whom

whom they may direct the same to be given, as may at any Time be required by the Laws which for the Time being shall relate to Bonding Warehouses not being within the Walls of the said Docks; and every such Bond or Security so to be given as aforesaid shall be binding upon the Company.

Company empowered to cause Goods to be conveyed to the Warehouses and Docks.

XXXVI. That it shall be lawful for the Company to cause any Goods upon which the Duties shall not have been paid, or any other Goods, to be conveyed from the Docks, Quays, and other Works to any Warehouses of the Company, and also to convey the same or any other Goods from the said Warehouses to any other Warehouses of the Company, or to any Docks or Quays or other Places; but nothing herein contained shall be construed to authorize the Company to remove any Goods upon which the Duties shall not have been paid in any other Manner than as authorized by the Act or Acts for the Warehousing of Goods, or without the Permission of the Commissioners of Her Majesty's Customs for such Purpose first had and obtained.

Company may pass Entries when the Owners of Goods neglect or refuse.

XXXVII. And in order to remedy any Inconvenience from the Neglect or Delay of the Owners or Consignees of Vessels and their Cargoes in making or passing due Entries for such Cargoes or some Part thereof, be it enacted, That whenever the Despatch of Business shall be obstructed by any such Neglect or Delay as aforesaid it shall be lawful for the Company to cause a Warehousing Entry or Entries to be passed for the Cargo or any Part of the Cargo of any Vessel within the said Docks for which an Entry shall not have been made by the Owner or Consignee thereof within Forty-eight Hours from the Day on which the Cargo of such Vessel shall have been reported at the Custom House, provided such Cargo or Part of a Cargo be such as by Law may be warehoused, and the Expense of such Entry shall be reimbursed to the said Company by the Owner or Consignee of the Cargo or Part of a Cargo so entered as aforesaid, and shall and may be recoverable in the like Manner as the Rates, Rent, or Charges due and payable to the Company in respect of such Cargo or Part of a Cargo: Provided always, that no Cargo nor any Part of any Cargo entered by the Company as aforesaid shall be liable to Seizure by reason of any Inaccuracy in the passing of any such Entry, if it shall appear to the Commissioners of Customs that such Inaccuracy was not intentional, or occasioned by wilful or culpable Negligence.

Company may land Goods in case of Neglect of Entry at the Custom House for Seven Days.

XXXVIII. That if any Goods which shall be brought into any of the said Docks on board of any Vessel shall not be duly entered with the Customs within Seven Days next after the Vessel importing the said Goods shall have been reported at the Custom House, then and in

in every such Case it shall be lawful for such Officer of the Company as shall be appointed for that Purpose by the Directors thereof, on the next ensuing Day (not being a *Sunday*, *Christmas Day*, or *Good Friday*, or a Day appointed by Her Majesty's Proclamation for the Purposes of a General Fast or Thanksgiving), to cause such Goods to be forthwith landed and warehoused in the Presence and under Locks of the Officers of the Revenue, who are hereby authorized and directed to take a true and particular Account of the Quantity, Quality, and Species thereof; and in case the Duties on such Goods shall not be paid and discharged within Six Months next after such Report as aforesaid, it shall be lawful for the Commissioners of Customs and they are hereby authorized and empowered to sell and dispose of such Goods or any Part thereof, to answer and satisfy the Duties thereon, rendering the Overplus, if any, of the Monies arising by such Sale, after Payment of any Rates, Charges, or Expenses which may be due to the said Company, to the Proprietor or Consignee of such Goods, on Demand: Provided always, that if a Price cannot be obtained for such Goods equal to the full Amount of the Duties of Customs payable thereon, and the Charges of the Sale thereof, then and in such Case all such Goods shall be effectually destroyed or otherwise be sold and disposed of in such Manner and for such Purposes, and under such Rules, Regulations, and Restrictions, as the Commissioners of Her Majesty's Treasury shall from Time to Time direct.

Company empowered to make Rules and Regulations for managing their Warehouses.

XXXIX. That, in addition to the Powers of making Byelaws contained in the Harbours, Docks, and Piers Clauses Act, it shall be lawful for the Company from Time to Time to make such Rules, Orders, and Regulations for the better regulating, governing, and managing their Warehouses, and in respect of the carrying and conveying, receiving, housing, laying and depositing, and warehousing, delivering and removing of Goods, upon, to, in, or from the said Warehouses and Premises, and also in respect of the Hours during which the Gates and Entrances of the said Warehouses and Premises shall be open, and in respect of the Persons who shall be permitted to enter, remain, or to be employed in or about the Warehouses, and for the better Regulation of all Persons, Porters, Carters, and Carmen and others, employed in carrying or conveying Goods, or using or driving Horses, Trucks, Carts, Sledges, or other Carriages to or from any of the said Warehouses, and for preventing Damage being done to any Goods within the Premises of the Company, as the Company think fit; provided such Rules, Orders, and Regulations are not contrary to any of the Laws, Rules, Orders, and Regulations relating to Her Majesty's Customs; and the Powers and Provisions of "The Harbours, Docks, and Piers Clauses Act, 1847," shall be applicable

to

to such Rules, Orders, and Regulations, in the same Manner as if the Power to make the same had been contained in such Act.

Officers of the Customs to have free Access to Dock.

XL. That it shall be lawful for all Officers of Customs, being in the Execution of their Duty, to have free Ingress and Egress into and out of the said Dock and Premises, and through the Gates and Entrances of the same, and also freely to pass, with their Vessels and Boats, through the Locks and Water Communications of the said Dock and Premises, at all Times (provided the State of the Tide and Water Communications of the said Dock and Premises will admit of such passing).

Rates payable on Vessels.

XLI. That it shall be lawful for the Company from Time to Time to take or receive, for and in respect of every Vessel wholly laden with Coals using or entering the Docks or lying therein, Rates or Sums not exceeding the Tonnage Dues specified in Schedule A. to this Act annexed, and for and in respect of every other Vessel using or entering the Docks or lying therein or departing therefrom such reasonable Rate or Sum for every registered Ton of such Vessel as shall not exceed the Rates or Sums then usually paid in the Port of *London* for or in respect of any Vessel using or entering or lying in or departing from any Docks in the Port of *London* surrounded with Walls; and every such Rate or Sum shall be payable by the Master of such Vessel.

Rates payable on Goods.

XLII. That it shall be lawful for the Company from Time to Time to demand for Coals the several Sums specified in the Schedule A. to this Act annexed in respect of the Matters therein mentioned, and for the several Goods, Articles, and Things described in Schedule B. to this Act annexed the several Sums therein specified in respect of the Matters therein mentioned, and for all Coals, and for the said several Goods, Articles, and Things described in Schedule B., in respect of other Matters, and for all other Goods, Articles, or Things which shall be shipped or landed, received or delivered within the Limits of the Dock, any Sums not exceeding the several Rates usually paid in the Port of *London* with respect to such Goods, Articles, or Things; and every such Rate shall be payable by the Owner of the Goods, Articles, or Things.

Rates to be charged for Use of Cranes, Weighing Machines, &c.

XLIII. That it shall be lawful for the Company to demand for the Use of their Warehouses, Cranes, Weighing and Measuring Machines, of and from the Owner or Person having the Charge of any Goods, Articles, or Things deposited in such Warehouses, or loaded or unloaded, weighed or measured by means of such Cranes, Weighing and Measuring Machines, such reasonable Rates as the Company may from Time to Time appoint.

Tolls to be taken for the Use of the Graving Docks, Slips, and Inclined Planes, Engines. Sheers, &c.

XLIV. That it shall be lawful for the Company to receive, for and in respect of every Vessel entering into any Dry or Graving Dock constructed by the Company, for the Purpose of being repaired, or for lying therein or for departing therefrom, and also for and in respect of every Vessel which shall be built in any such Dry or Graving Dock, or which shall be drawn or hauled up on any Inclined Plane or Slip belonging to the Company, in addition to the Charges for repairing or building, and also for and in respect of the Use of the Engines, Cranes, and Sheers of the Company or any of them, such reasonable Rates or Sums as the said Company shall from Time to Time appoint.

Exemption from Rates.

XLV. That all Lighters and Craft entering into the said Docks, Basins, or Cuts, to discharge or receive Ballast or Goods to or from on board any Ship or Vessel, shall be exempted from the Payment of any Rate, and also all such Ballast or Goods so discharged or received shall be exempt from any Rates, Dues, or Charges whatsoever.

Limits within which Dock-master may exercise his Authority.

XLVI. That the Limits within which the Powers of the Superintendent and Dock-master for the Regulation of the Dock shall be exercised shall be the Dock Works and Premises of the Company, and a Distance of One hundred Yards into the River *Thames* from the Entrance Gates of the said Dock, such Distance to be computed from the Centre of the Outer Lock Gates of the said Dock: Provided always, that the Power of the Lord Mayor, as Conservator of the River *Thames*, and of the Harbour-masters of the Port of *London*, within the aforesaid Limits, shall not be prejudiced, lessened, or interfered with by this Act.

Power to appoint Weighers and Measurers.

XLVII. That it shall be lawful for the Company to appoint and license a sufficient Number of Persons to be Meters and Weighers within the Docks.

Protecting Rights of Corporation of London in respect of Metage and Porterage.

XLVIII. Provided always, That nothing in this Act contained shall extend or be construed to extend to prevent or hinder the Mayor and Commonalty and Citizens of the City of *London*, or their Deputies, Meters, or Fellowship Porters (otherwise *Billingsgate* Porters), from exercising and enjoying, within the said Docks and other Works, the Right of Measurage and Porterage of all Coal, Corn, Grain, and Seed, of what kind soever, and of all Fish, Salt, Fruit, and Roots to be eaten, and of all other Merchandises measurable or to be measured, at the Rates and Prices as regulated and settled or to be regulated and settled by the Lord Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, in such and the same Manner in every respect as they now and heretofore have

have enjoyed such Right of Measurage and Porterage in any Part of the Port of *London*.

Docks to form Part of Port of London.

XLIX. That the Docks shall be deemed and held to be situate within and Part of the Port of *London*.

Provision as to Goods deposited in Warehouses.

L. That all Goods warehoused by the Company, or lodged or deposited in any of the Warehouses of the Company by any Person having or claiming an Interest in such Goods, or which have been or shall be lodged or deposited in such Warehouses by the Master, Owner, or Charterer of the Vessel out of which the same may have been so warehoused or lodged, or by any Person interested in the Freight of such Vessel, shall, when such Goods shall have been so warehoused or lodged as aforesaid, continue to be subject and liable to such and the same Claim or Lien for Freight in favour of the Master, Owner, or Charterer of such Vessel, or of any other Person interested in the Freight of the same, as such Goods were subject and liable to whilst the same were on board such Vessel, and before the warehousing or lodging thereof as aforesaid.

Power to Company to detain Goods, &c., until Claims for Freight are paid, or a Deposit on the same shall be made.

LI. That the Company, upon Notice in Writing being given by such Master, Owner, Charterer, or other Person interested as aforesaid, to detain the same, shall detain and keep such Goods in the Warehouses of the Company until the Claim or Lien for Freight to which the same shall be subject and liable as aforesaid, together with all Rates, Rents, and Charges to which the same shall have become subject or liable, shall be duly paid, or until such Rates, Rents, and Charges shall have been so paid, and a Deposit equal in Amount to the Demand made by the Master, Owner, or Charterer of the Vessel, or other Person interested as aforesaid, for or on account of such Claim or Lien for Freight as aforesaid, shall have been made by the Owner or Consignee of such Goods, which Deposit the Company are hereby authorized and directed to receive and hold in trust until the Amount due in respect of such Claim or Lien for Freight upon such Goods shall have been tendered or satisfied, when, upon Proof thereof having been given to the Company, and all Rates, Rents, and Charges, if any, then due upon such Goods having been paid to the Company, the said Deposit shall be returned, upon Demand, to the Person by whom the same was made, his Executors, Administrators, or Assigns.

Company may detain Goods, &c. until Claims paid on Deposit made.

LII. That every such Deposit shall be considered and taken to be so deposited in Payment of the Claim or Lien for Freight in respect of which such Deposit shall have been made; and the Company shall and they are hereby authorized, on the Expiration of Fifteen Days next after such Deposit shall have been so made as aforesaid, and in

case

case Notice in Writing to hold and retain the Amount of such Deposit or Claim or Lien for Freight shall not in the meantime have been given to the Company by any Person claiming to be entitled to the said Goods, to pay out of so much of the said Deposit as shall remain after deducting and retaining the Rates, Rents, and Charges, if any, then due to the Company on the Goods in respect of which such Deposit shall have been made, and all other Expenses, if any, incurred by the Company in respect thereof, to the Master, Owner, or Charterer of the Vessel from which such Goods shall have been warehoused or lodged as aforesaid, or other Person entitled to or interested in such Claim or Lien for Freight, the Amount of such Claim or Lien for Freight; and such Payment so made by the Company shall release and discharge the Company from all Claims and Demands whatsoever in respect of so much of the said Deposit as they shall have so paid to such Master, Owner, Charterer, or other Person as aforesaid; but such Notice to hold and retain the Amount of such Deposit or Claim or Lien for Freight as aforesaid shall not continue to operate or have the Effect aforesaid for a longer Period than Thirty Days from the Service thereof, unless some Action, Suit, or other Proceeding at Law or in Equity for determining the Title or Liability to the Freight in respect of which such Deposit shall have been made, or the Right to or the Ownership of such Deposit shall in the meantime be actually commenced, and Notice in Writing thereof served on the Company.

Power of Sale if Deposit be not made.

LIII. Provided always, That in case such Deposit shall not have been made within Ninety Days next after such Goods shall have been warehoused and lodged as aforesaid, and in case Notice of the Non-payment of the Freight to which the same Goods may be subject or liable shall have been given to the Company, it shall be lawful for the Company and they are hereby authorized to sell all or any Part of such Goods, and by, with, and out of the Proceeds of such Sale to pay and satisfy, in the first place, the Duties (if any) payable to the Commissioners of Her Majesty's Customs or Excise in respect of such Goods, and also to retain and pay the Rates, Rents, and Charges payable to the Company in respect thereof, and the Expenses of the said Sale, and in the next place to pay and discharge the Freight to which the same Goods may be subject or liable, rendering the Overplus (if any) of the Money arising from such Sale to the Person entitled thereto, on Demand, anything in the said recited Acts or this Act, or any of them, or any Law, Usage, or Custom, to the contrary thereof in anywise notwithstanding.

The Power of Sale not to be exer-

LIV. Provided also, That the Company shall not sell all or any Part of such Goods until Ten Days previous Notice in Writing of the Claim or Lien for Freight thereon, and of the Intention to sell the same

same Goods for Satisfaction of the Freight, shall have been given to the Owner or Consignee of such Goods, if the Name of such Owner or Consignee, and his Residence or Place of Business, shall appear on the Manifest of the Cargo, or shall have been entered in the Books at the Warehouse in which such Goods shall have been deposited, by sending such Notice in a registered Letter by Post to such Residence or Place of Business of such Owner or Consignee, and if such Owner or Consignee shall not be known, then until Ten Days after such Notice shall have been inserted once in some Two Newspapers published in *London*; and the Company shall not sell a greater Portion of such Goods than shall in their Judgment be sufficient to cover the Amount of the said Duties, Rates, Rents, Charges, and Expenses, and of the said Freight.

cised till after Notice.

LV. That it shall be lawful for the Company, if they shall think fit, to demise or let any One or more of the Warehouses authorized to be constructed under the Provisions of the recited Act or of this Act for the Purpose of being used as a Home for Emigrants, under such Regulations and Restrictions as to the Company shall seem fit.

Company may demise Warehouses for the Purpose of an Emigrants Home.

LVI. That no other Entrance from the *Thames* to the Dock shall be executed than those shown on the Plans deposited at the Admiralty Office, in relation to the said recited Act, and referred to in the Twenty-third Section of such Act, without the previous Approval and Sanction 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 of the United Kingdom of *Great Britain* and *Ireland*, such Approval and Sanction to be in Writing under the Hand of the Secretary of the Admiralty.

No other Entrance to be made into Dock than shown on deposited Plans, without the Consent of the Admiralty.

LVII. That all Works to be executed under the Authority of this Act in or connected with the River *Thames* shall be constructed according to a Plan to be approved by the Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, and to be deposited at the Office of the Town Clerk of the said City, and that such Works shall be executed and performed to the Satisfaction of the Engineer for the Time being employed in the *Thames* Navigation.

Works in the Thames to be approved by the Corporation of London.

LVIII. That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Mayor and Com-

Saving Rights of the Corporation of London.

monalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the River *Thames*, or otherwise, did or might lawfully claim, use, or exercise.

Protecting Works of certain Commissioners of Sewers.

LIX. That where any of the intended Works to be done under or by virtue of this Act may pass over, under, or by the Side of or in any other Manner so as to interfere with any Sewer, Drain, or Watercourse under the Management or Control of the Metropolitan Commissioners of Sewers, or with any River, Bank, Wall, Sewer, Drain, Culvert, Outlet, Watercourse, or other Work or Defence under the Jurisdiction, Management, or Control of the Commissioners of Sewers for the Levels of *Havering*, *Dagenham*, *Ripple*, *Barking*, *Eastham*, *Westham*, *Leyton*, *Walthamstow*, *Bromley*, and *Eastmarsh*, in the respective Counties of *Essex*, *Middlesex*, and *Kent*, or which shall in any way affect the Drainage of the said Levels, the said Company shall not proceed therein until they shall have given to the said respective Commissioners of Sewers or their Clerk Twenty-one Days previous Notice in Writing of their Desire, and the full Particulars, Plan or Plans, Section, Description, and Specification of the Works so affecting any River, Bank, Wall, Sewer, Drain, Watercourse, Culvert, Outlet, or other Work or Defence aforesaid, and until the said respective Commissioners shall have sanctioned and approved the Mode of crossing, passing, or interfering with such River, Bank, Wall, Sewer, Drain, Culvert, Outlet, Watercourse, or other Work or Defence; and the said Company shall and they are hereby required to adhere to and comply with all such Orders and Regulations as the said respective Commissioners may make with reference to the said Company providing, by new, altered, or substituted Works and Defences, in such Manner as their Engineer and the Engineer of the said respective Commissioners may determine, for the proper Protection and Drainage of and the preventing Injury to the Sewage of the said Levels or Districts, and for guarding against any Impediment to the Drainage of the Levels or Districts through which any of the intended Works shall pass, and also saving harmless the said respective Commissioners against all and every Expense; and all such Works as may be so required shall be done under the Direction, Superintendence, and Control of the Surveyor or other Officer or Officers of the said respective Commissioners to be appointed for that Purpose, at the Costs, Charges, and Expenses in all respects of the said Company; and when any new, altered, or substituted River, Bank, Wall, Sewer, Drain, Culvert, Outlet, or Watercourse as aforesaid, or any other Works or Defences connected therewith, shall be completed by the said Company, under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, Control, and Management of the said respective Commissioners as any other Rivers, Banks, Walls, Sewers, Drains, Culverts, Outlets,

Outlets, Watercourses, or other Works and Defences are or may be; and all the Rights, Powers, Privileges, and Authority of the said respective Commissioners shall remain in full force and virtue with reference to all such Rivers, Banks, Walls, Sewers, Drains, Culverts, Outlets, Watercourses, and other Works and Defences, for all Purposes, and shall not be prejudiced or affected by this Act.

Regulating the Inclinations of the North Woolwich Railway where the same is to be raised to cross the Entrance to the Dock.

LX. That the said Company shall not, in constructing the Bridge to carry the *North Woolwich* Railway over the Canal or Entrance to the said Dock, raise the Level of the said Railway beyond the Height marked and delineated upon the Sections of the said Dock herein-before referred to, and that the said Dock Company shall also so construct the Railway on the South Side of the said Canal as that the Gradient of the same leading to the said Bridge shall not be less than the Gradient shown and delineated on the said Section, and also so construct the Railway on the North Side of the said Canal, between the same and the *Barking* Road, as that there shall be an uniform Inclination to the said Bridge over the said Canal not exceeding One Foot in One hundred and fifty Feet.

Dock Company not to interfere with Coal Sidings.

LXI. That the said Dock Company, in raising the said Railway to carry the same over the Bridge, shall not interfere with the present Levels of the Coal and other Sidings leading from the said Railway to the Rivers *Thames* and *Lea*, nor with the Approaches to the said Sidings; and that the said Dock Company shall lay down, at their own Expense (when so required by the *Eastern Counties* Railway Company, and under the Direction of that Company's Engineer), and transfer over to the said Railway Company, a Third Line of Rails to be made on existing Levels to suit or be connected with the Points of the said Sidings, which Third Line of Rails shall be carried on and laid down upon a gradual Inclination towards the *Barking* Road Bridge until such Third Line of Rails shall have conveniently and properly joined the Main Line of the said Railway so to be raised as aforesaid.

Railway to be carried over Canal by means of a Bridge.

LXII. That in carrying the said Railway over the said Canal or Entrance to the said Dock the said Dock Company shall and they are hereby required, at their own Expense, to make and erect, according to Plans to be previously approved by the Engineer of the *Eastern Counties* Railway Company, and at all Times for ever hereafter to maintain and keep in perfect Repair, a good and substantial Bridge of Brick, Stone, Wood, or Iron, with one Span or Opening over the said Canal, which shall be a Swing or Opening Span for Navigation, and such Swing or Opening Span shall have an uninterrupted Surface or Roadway of Twenty-three Feet throughout, with a double Line of Railway, communicating at either End with the

the Lines of the said *North Woolwich* Railway; and the said Dock Company shall during the whole Period of constructing and completing the said Canal make, maintain, and keep an uninterrupted temporary Line of Railway for the said Railway so that the Traffic of the same shall never be impeded, hindered, or stopped: Provided always, that the said Bridge or Span, and all the Works, Matters, and Things incidental thereto, to be done in pursuance of this Act, shall be completed before the Expiration of Twelve Calendar Months next after the Commencement thereof, and the said Bridge or Span and Works shall be constructed and maintained to the Satisfaction of the Engineer or Surveyor for the Time being of the said *Eastern Counties* Railway Company.

Bridge to be kept closed against the Navigation and open to the Railway, except when Vessels are passing, and to be again closed to the Navigation after Vessels have passed.

LXIII. And whereas it is expedient to provide due and sufficient Protection to the said Railway, and for all Trains using the same, against Delays and Accidents to be occasioned by the opening of the said Bridge or Span: Be it therefore enacted, That the said Bridge or Span herein-before directed to be erected and built by the said Dock Company over the said Canal or Entrance to the said Dock shall at all Times for ever hereafter be under the Management and Control of and be worked (with such further Assistance to be provided by the said Dock Company as may be required) by a Person to be from Time to Time appointed by the *Eastern Counties* Railway Company, but such Person shall be paid by the said Dock Company such reasonable Wages as shall be agreed upon by the said Railway Company, not exceeding One Guinea *per* Week; and that the said Bridge or Span shall at all Times when not in use for the Purposes of the Navigation remain down for the Traffic of the said Railway; Provided always, that the said Bridge or Span shall remain closed to the Navigation for the Space of Six Minutes before the Time fixed by the Railway Company for any Down Train being due, and for the Space of Two Minutes before the Time fixed by the said Railway Company for any Up Train being due, and shall remain so closed until such respective Trains shall have passed over the said Bridge or Span; and in case of any Train so due as aforesaid being brought to a Stand-still on either Side of the said Bridge or Span, in consequence of the same not being closed, or if any other Violation or Infringement by the said Dock Company of the Provisions aforesaid, and as often as the same shall happen, the said Dock Company shall forfeit and pay to the said *Eastern Counties* Railway Company the Sum of Twenty-five Pounds; and every such Forfeiture may be summarily recovered before any Two of Her Majesty's Justices of the Peace for the Counties of *Essex* or *Middlesex*, on Complaint to them for that Purpose made, and which Complaint the said Justices are hereby authorized and required to hear and determine; and in default of Payment on Demand, after Judgment made, the same, together with

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all the Costs attending such Proceedings, shall and may be levied by Distress and Sale of the Goods and Chattels of the said Dock Company, by Warrant under the Hands and Seals of such Justices, and all such Forfeitures shall be paid to the said *Eastern Counties* Railway Company, to be applied by them towards the Repairs and Maintenance of the said Railway.

Bridge to be open for Navigation, when not required to be closed for Railway.

LXIV. That the said Bridge or Span shall, subject to the Provisions herein contained, be open for the Purposes of Navigation when required; and in the event of any Refusal or wilful Neglect of the Person to be appointed as aforesaid to open the said Bridge or Span for the Purpose of such Navigation, the said Railway Company shall forthwith discharge such Person, and appoint another in his Stead, if required so to do by the said Dock Company.

Bridge to be constructed and worked to the Satisfaction of the Commissioners of Railways.

LXV. That the said Bridge and Span shall not be used by the Railway Company for the Purposes of Public Traffic unless Notices of the opening of such Bridge and Works shall have been given, and the same shall have been opened in the like Manner and subject to the like Conditions as are provided with respect to the opening of Railways by an Act passed in the Sixth Year of the Reign of Her present Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and that the Use and Management of the said moveable Bridge shall at all Times be subject to such Regulations as shall from Time to Time be approved by the Commissioners of Railways.

Dock Company to be liable for Damages occasioned by Bridge being improperly kept open.

LXVI. That the said Dock Company shall be liable for all Damages which may arise to or be sustained by the said Railway Company, or by any Person or Persons using the said Railway, or which may arise to the Engines, Carriages, or Waggons passing over the said Railway, or to the Property therein, by reason of any Violation of the said Provisions by the said Dock Company, or in consequence of any other Act or Neglect on the Part of the said Dock Company, or any of their Servants or Workmen, or in case of any breaking of Lock Gates, or by the Overflow of Water from the Dock, or by the giving way of any of the Dock Company's Works; and such Damages may be summarily recovered by the said Railway Company, or by the Person or Persons sustaining the same, before any Two of Her Majesty's Justices of the Peace for the Counties of *Essex* or *Middlesex*, in manner herein-before by this Act mentioned for the Recovery of the Penalties.

For effectual Drainage of Lands raised.

LXVII. That if any Lands situated and being near or adjoining to either Side of the said *North Woolwich* Railway shall be permanently raised and elevated under the Powers herein contained, beyond and above

above their present Level, by reason of the Deposit thereupon of Soil or Earth excavated or removed by or on the Behalf of the said Dock Company, for the Purposes of the said Undertaking hereby authorized, then and in that Case, and immediately after such raising and elevating of the said Lands shall take place, the said Dock Company shall and they are hereby required, at their own Costs and Charges in all things, forthwith to establish and carry out such Means of draining the said raised Lands that the Waters (if any) accumulating and lying from Time to Time in and upon the same shall be taken and carried away in a proper, expeditious, and regular Manner, and shall not remain and be upon, or run over, upon, or under the said Railway, so as in any Manner to obstruct or impair the said Railway or the Foundation thereof.

Slopes of Lands raised to be formed to the Satisfaction of the Railway Company's Engineer.

LXVIII. That where the Surface of any such Lands shall be raised adjoining the said Railway, the Slopes thereof shall be formed and dressed in such a Manner as shall be approved by the Engineer of the said Railway Company; and in the event of Retaining Walls being necessary at any Portions of the said Railway, arising from the Operations of the said Dock Company, such Retaining Walls shall be erected to the Satisfaction of the Engineer of the said Railway Company.

Dock Company to allow Eastern Counties Railway Company to lay down Rails and Sidings upon Lands of Dock Company.

LXIX. That the said Dock Company shall and they are hereby required, from Time to Time and at all Times hereafter, to permit and suffer the *Eastern Counties* Railway Company to lay down and fix, upon the Lands and Property for the Time being of the said Dock Company, such Lines of Rails or Trams or Railways, on both Sides of the said intended Dock, and running into and communicating with the Main Lines of the said *North Woolwich* Railway, as shall be sufficient for the convenient Conveyance of the Goods to be conveyed between the said Dock and Railway, and for such Purpose to enter upon such Lands and Property, and take and use the same, without being impeded or interrupted by the said Dock Company, or called upon or liable to make any Payment or Compensation whatsoever to the said Dock Company in respect of the said Lands and Property: Provided always, that the Position of such Trams or Railways, and also the Mode in which they shall be fixed and worked, shall be subject to the Approval of the Engineer for the Time being of the said Dock Company; and the Use of the said Rails, Trams, or Railways shall be secured to the said Railway Company by a Lease from the said Dock Company, on Payment of a Peppercorn Rent, with the Conditions and Covenants necessary for the Protection of both Companies: Provided also, that the said Dock Company shall have the Right to use the said Rails, Trams, and Railways in the ordinary Course of and for all Purposes connected with their Business.

LXX. That

Dock Company to erect Station, if necessary.

LXX. That if it shall be found necessary and expedient for the Public Safety that a suitable Station should be erected at or near the Place where the said Canal shall be carried under the said *North Woolwich* Railway, the same shall be so erected and completed at an Expense to the said Dock Company not exceeding One thousand five hundred Pounds, which Sum shall be paid by the said Dock Company, and shall be laid out and the said Station built in pursuance and accordance with Plans and Specifications to be submitted to and approved by the resident Engineer for the Time being of the said *Eastern Counties* Railway Company, within Twelve Months from the Time when the said Station shall be found and decided to be requisite and necessary; and in the event of there being any Dispute or Difference between the said Dock Company and the said Railway Company as to the Necessity or Expediency of the said Station, such Dispute or Difference shall be referred to and decided by the Commissioners of Railways, whose Decision in the Matter shall be final and conclusive; provided that so soon as any such Station shall have been formed the Trains of the Railway Company shall be made to stop thereat, and the said Railway Company shall find and provide Booking Clerks, Porters, and such other Servants and Materials as may be necessary for the efficient working of such Station.

Railway not to be interfered with without Consent of the Railway Company's Engineer.

LXXI. That the said *North Woolwich* Railway shall not in any Way or Manner be interfered with by the said Dock Company, under the Powers herein contained, excepting under the Superintendence and to the reasonable Satisfaction of the resident Engineer for the Time being of the said Railway Company.

Company to purchase Land of the Northumberland and Durham Coal Company.

LXXII. And whereas by a Deed of Conveyance bearing Date the Twenty-third Day of *November* One thousand eight hundred and forty-seven, and made between *John Peirce Kennard* of the First Part, *Robert William Kennard*, *George Parker Bidder*, *Richard Hall*, *Samuel Morton Peto*, *Richard Till*, *Michael Andrew Borthwick*, of the Second Part, *Nicholas Wood* and *Henry Morton* of the Third Part, the said *Nicholas Wood* and *Henry Morton*, for and on behalf of the *Northumberland and Durham* Coal Company, purchased a Piece of Land in the immediate Neighbourhood of the Dock hereby authorized, but upon the Condition and subject to the Covenant hereinafter mentioned, (that is to say,) that they the said several Persons, Parties thereto of the First and Second Parts, or any of them, or either or any of their Heirs or Assigns, would not at any Time thereafter sell any of their Lands on the South or River Side of the *North Woolwich* Railway, or between the *Barking* Road and the River *Thames*, for the Purpose or with the View and Intention of any Coals or Coke being landed thereon, to be conveyed on any Part

of

of the *North Woolwich* Railway, the *Eastern Counties and Thames Junction* Railway, or the *Eastern Counties* Railway, for Sale on any of the said Lines or elsewhere, and that for the Purpose of giving Effect to this Covenant they the said Persons, Parties thereto of the First and Second Parts, their Heirs or Assigns, would insert or cause to be inserted in every Agreement and Conveyance to be thereafter made of or for the Sale of the same Lands or any of them, or any Part thereof, an Agreement or a Covenant running with the Land that the intended Purchasers should not land or deposit upon the Lands purchased by them, nor make or manufacture in and upon the said Lands or any Part thereof, any Coal or Coke for the Purpose of being carried and conveyed upon and by the *North Woolwich* Railway, the *Eastern Counties and Thames Junction* Railway, the *Eastern Counties* Railway, or any of the Lines of Railway or Branch Lines of Railway then or thereafter to belong to the *Eastern Counties* Railway Company, for Sale upon or adjoining the said Railways or any Stations or Depôts in connexion therewith, or for Sale at any other Places or upon any other Lines to which the said *North Woolwich* Railway, *Eastern Counties and Thames Junction* Railway, or *Eastern Counties* Railway may lead: And whereas the said *Northumberland and Durham* Coal Company have, upon the Faith of the exclusive Exercise of the Rights so reserved to them within the Limits aforesaid, expended a very large Sum of Money in the Construction of Wharfs, Coke Ovens, and other Buildings, to enable them to carry on their Trade advantageously to themselves and the Public: And whereas it is deemed by the *Northumberland and Durham* Coal Company that the Sale of certain Parts of the Land delineated in the said Plan by certain of the before-mentioned Parties for the Construction of the Dock hereby authorized is a Violation of the said Agreement and Covenant: Be it enacted, That the Dock herein-before authorized, or any Part thereof, shall not be opened for public Use unless and until the Company hereby incorporated shall, if required, purchase of the said *Northumberland and Durham* Coal Company all the Land conveyed to the same Company by the before-mentioned Deed of Conveyance of the Twenty-third Day of *November* One thousand eight hundred and forty-seven, and also by a certain other Deed of Conveyance of the same Date, and made between the said *Eastern Counties and Thames Junction* Railway Company of the First Part, and the said *Nicholas Wood* and *Henry Morton* of the Second or other Part, and all the Wharfs, Coke Ovens, Cottages, and Buildings erected thereon, at such Price and upon such Conditions as are expressed in certain Articles of Agreement bearing Date the First Day of *May* One thousand eight hundred and fifty, made between the Right Honourable *George Frederick D'Arcy* Earl of *Durham* and others of the First Part, the said *Nicholas Wood* and others of the Second Part, and the said *Samuel Morton Peto* and others of the Third Part.

LXXIII. That

As to providing Life Boats.

LXXIII. That the Company need not provide a Life Boat or Life Boats.

Tide Gauge.

LXXIV. That the Tide and Weather Gauge to be erected under this Act shall be erected near the Entrance to the Dock in *Galleon's Reach*.

If Practice Range on Plumstead Marshes be discontinued, Company to pay a Sum towards another Practice Range.

LXXV. That if after the Completion of the said Dock the Principal Officers of Her Majesty's Ordnance should be compelled to discontinue the Practice Range on *Plumstead Marshes*, by reason of the great Increase in the Shipping passing up and down the River *Thames*, then the said Company shall pay to the said Principal Officers, towards defraying the Cost of providing another Practice Range, such a Sum of Money as it may be fair and reasonable that they should pay in proportion to the Sums which may be contributed for the like Purpose by the other Traders of the Port of *London*, or by the Lords Commissioners of Her Majesty's Treasury; and in case of any Dispute as to the Amount to be paid by the said Company then the same shall be settled by Arbitration in manner provided by the "Lands Clauses Consolidation Act, 1845."

Saving Rights of the Crown.

LXXVI. That nothing contained in this Act or in the Acts herein recited or referred to shall be deemed or construed to extend, either directly or by Implication or otherwise, to prejudice or affect any Right of Property or Title belonging to Her Majesty, Her Heirs or Successors, in or to the Ground or Soil and Bed of the River *Thames* or the Shores thereof, or to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of the 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, first had and obtained for that Purpose, (and which Consent such Commissioners are or any One of them is hereby authorized and empowered to give,) or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Rights of Her Majesty, and the Corporation of London, and the Corporation of the Trinity House, not to be prejudiced.

LXXVII. Provided always, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Privileges, Franchises, or Authority of the Queen's Majesty, Her Heirs or Successors, or of the Mayor and Commonalty and Citizens of the City of *London*, or their Successors, or the Lord Mayor of the said City for the Time being, or of the Master, Wardens, and Assistants of the *Trinity House of Deptford Strond*, or to prohibit, defeat, alter, or diminish any Power, Authority, Jurisdiction, Rights, or Privileges which at the Time of the passing

passing of this Act Her Majesty, or the Mayor and Commonalty and Citizens of the City of *London*, or the Lord Mayor of the said City for the Time being as Conservator of the River *Thames* and Waters of the *Medway*, or the said Master, Wardens, and Assistants, did or might lawfully claim, use, or exercise, save so far as such Estates, Rights, Interests, Privileges, Franchises, Authority, Power, or Jurisdiction are or is expressly interfered with by this Act.

Agreement with Eastern Counties Railway Company.

LXXVIII. That it shall be lawful for the *Eastern Counties* Railway Company and the Company to enter into any Agreement or Arrangement with respect to the Cost of any Alteration or Diversion of the *North Woolwich* Line of Railway which may be authorized by Parliament, or with respect to the Use of the Part of the *North Woolwich* Line of Railway which may be situate near the said Docks.

If a proposed Loop Line of Railway is to be constructed, same to be carried over Canal under same Conditions as Bridge herein mentioned.

LXXIX. And whereas a Bill is now pending in Parliament to authorize the *Eastern Counties* Railway Company (*inter alia*) to make and maintain a Branch or Loop Line of Railway, diverging from the *North Woolwich* Line of the *Eastern Counties* Railway near *Bow Creek* in the Parish of *West Ham* in the County of *Essex*, and terminating in the said Parish by a Junction with the same Railway near *Ham Creek*: And whereas the said Branch or Loop Line is intended to form a deviated or substituted Line of Railway for the existing Line of the *North Woolwich* Railway between the Points where it will commence and terminate, and will render unnecessary the Use of such Portion of the existing Line of Railway, except for the Carriage of Goods in Waggons and Trucks drawn or propelled by Horses: Therefore, if the said Bill shall pass into a Law, and the *Eastern Counties* Railway Company shall be authorized to make and maintain the said Branch or Loop Line of Railway, all the Stipulations and Conditions herein-before contained relating to the Construction and Use of the Bridge for carrying the *North Woolwich* Railway over the Canal or Entrance to the Dock shall be applicable to the Bridge for carrying the said Branch or Loop Line of Railway over the Cut or Canal on the Eastern Side of the said Dock now in the course of Construction, and instead and in lieu of the Bridge to be constructed for carrying the existing Line of Railway over the Western Canal Entrance to the said Dock aforesaid, and all the Stipulations and Conditions herein-before contained shall be observed and performed by the Dock Company in the Construction and Use of the Bridge for carrying the said Branch or Loop Line over the said Eastern Cut or Canal: Provided always, that the Bridge to be constructed for carrying the existing Line of the *North Woolwich* Railway over the Canal or Entrance to the said Dock on the Western Side shall be made sufficient for the Passage of Waggons, Trucks,

Trucks, or Carriages for the Conveyance of Goods only, and the Dock Company shall only be required to construct such Bridge for a single Line of Rails to be worked by Horses only; and such last-mentioned Bridge, and the said Portion of the existing Line of Railway, shall be used only for the Passage of Goods in Waggons and Trucks drawn and propelled by Horses, and so as not to interfere with or interrupt the Use of the Docks or the Lock connected therewith as regards the Passage of Vessels into or out of the said Dock.

Company may raise additional Capital.

LXXX. That it shall be lawful for the Company to raise, by creating new Shares, in addition to the Sums of Money which they are herein-before authorized to raise, any further Sum of Money not exceeding in the whole the Sum of Five hundred thousand Pounds.

New Shares to be considered same as original Shares.

LXXXI. That the Capital so to be raised by the Creation of new Shares shall be divided into Shares of Twenty Pounds, and shall be considered as Part of the general Capital of the Company, and the Subscribers thereto shall have the like Privileges and Advantages, and participate in Dividends and Interest in the same Proportion, and shall be subject to the same Provisions in all respects, whether with reference to the Payment of Calls, or the Forfeiture of Shares or Nonpayment of Calls, or otherwise, as are contained in "The Companies Clauses Consolidation Act, 1845."

Amount of Calls.

LXXXII. That One Tenth of a Share shall be the greatest Amount of any One Call which shall be made in respect of such new Shares, and that Three Months at the least shall be the Interval between successive Calls.

With respect to Part of additional Capital already apportioned.

LXXXIII. That with respect to such Portion of the additional Capital as shall previous to the passing of this Act have been apportioned and issued by the Company to the then Shareholders, such new Shares so apportioned and issued shall vest in the several Persons who shall have accepted the same, and shall have paid the Deposit in respect thereof, in pursuance of the Resolutions of the Company under which such Shares may have been issued; and any such new Shares not so accepted, or upon which the Deposit has not been paid as aforesaid, may be sold and disposed of by the Directors of the Company in such Manner and upon such Terms as they may think proper.

As to Votes of Proprietors of new Shares.

LXXXIV. That with respect to the Votes of Proprietors of such additional Capital, the Proprietors of any Shares created by the Company under the Authority of this Act shall have One Vote for each such Share held by him.

LXXXV. That

Power to borrow on Mortgage.

LXXXV. That after the Sum of Five hundred thousand Pounds by this Act authorized to be raised by Shares shall have been subscribed for, and One Half thereof paid up, it shall be lawful for the Company to borrow on Mortgage or Bond (in addition to the Sum which they are herein-before authorized to borrow), in manner provided by "The Companies Clauses Consolidation Act, 1845," a further Sum not exceeding in the whole One hundred and sixty-six thousand Pounds.

Existing Mortgages to have Priority.

LXXXVI. That all Mortgages or Bonds granted or made previous to the passing of this Act shall have Priority over the Mortgages and Bonds to be granted or made by the Company after the passing of this Act.

Application of Money raised.

LXXXVII. That the Money to be raised by virtue of this Act shall be applied to the Construction of the Works authorized by this Act, and to the Completion of the Undertaking, and in carrying the Purposes of this Act into execution.

Company may lease Undertaking to certain Persons for a Term of Years.

LXXXVIII. That the Company, with the Consent of Two Thirds of the Votes of Shareholders present, in Person or by Proxy, at an Extraordinary Meeting of the Company, or with the Consent of an absolute Majority of the Votes of the Shareholders in the Company, may demise and lease to *Samuel Morton Peto*, *Edward Ladd Betts*, and *Thomas Brassey*, their Executors and Administrators, or to Two or One of such Persons, their or his Executors and Administrators, for any Term not exceeding Twenty-one Years from the First Day of *January* One thousand eight hundred and fifty-five, all or any Part of the Docks and other Works the Property for the Time being of the Company, and all or any of the Tolls, Rates, and Duties which the Company are or may be empowered to raise and levy, and all or any of the Rights, Powers, and Privileges of which the Company are or may be or become possessed, at or under such annual or other Rents, or for or in consideration of such Share of the gross or net Earnings or Profits, or for such other Considerations, and with, under, and subject to such Powers, Provisoes, Stipulations, Conditions, and Agreements, as the Company from Time to Time approve.

Lease to contain certain Provisions.

LXXXIX. That any Lease to be executed in pursuance of the Authority of this Act shall contain all usual and proper Covenants on the Part of the Lessees for maintaining the Docks, or the Portion thereof comprised in such Lease, in good and efficient Repair and working Condition during the Continuance thereof, and for so leaving the same at the Expiration of the Term thereby granted, and such

other Provisions, Conditions, Covenants, and Agreements as are usually inserted in Leases of a like Nature; and during the Continuance of any such Lease all the Powers and Privileges granted to and which might otherwise be exercised and enjoyed by the Company or the Directors thereof, or their Officers, Agents, or Servants, by virtue of this Act, with regard to the Possession, Enjoyment, and Management of the Docks, or of the Part thereof comprised in such Lease, and the Rates and Tolls to be taken thereon, shall be exercised and enjoyed by the Lessees, and the Officers and Servants of such Lessees, under the same Regulations and Restrictions as are by this Act imposed on the Company, and their Directors, Officers, and Servants, and such Lessees shall, with respect to the Docks comprised in such Lease, be subject to all the Obligations by this Act imposed on the Company.

Restrictions upon Powers granted to Lessees.

XC. Provided always, That, notwithstanding such Lease, the Power of appointing and removing the Secretary, the Engineer, and the Dock-master, shall remain in the Directors of the Company, and the Company shall in all respects continue subject to the same Liabilities and Obligations as if such Lease had not been granted.

Interpretation of the Term "Company."

XCI. That in this Act whenever the Words "the Company" are used the same shall be held to mean the "*Victoria* (*London*) Dock Company."

Company to be subject to Revision of Rates at the Expiration of Twenty-one Years.

XCII. That the Company shall be subject to the Provisions of any General Act which may be passed relating to or affecting Docks, and after the Expiration of Twenty-one Years from the passing of this Act the Company shall be subject to Revision and Alteration, under the Authority of Parliament, of the Rates and Duties by this Act authorized to be taken.

Expenses of Act.

XCIII. That all the Costs, Charges, and Expenses of obtaining and passing this Act, or incident thereto, shall be paid by the Company.

SCHEDULE A. to which the foregoing Act refers.

Tonnage Dues on Colliers.

If entering to lie up and await the Sale of the Cargo, with the Use of the Dock for Two Weeks - - - - - -	3*d.* per Ton Register.
If unloaded by the Company, including the Discharge of the Collier, with One Week's Use of the Docks - - - - -	10*d.* per Ton on the Tonnage discharged.
If unloaded by the Ship, with One Week's Use of the Docks - - - - -	6*d.* ditto.
Rent after the Expiration of the above Periods	1*d.* per Week on the Register.

Toll on the Cargo.

Wharfage if landed over the Dock Company's Quays - - - - - -	4*d.* per Ton.
If put into Lighters alongside - - -	Free.

SCHE-

SCHEDULE B. to which the foregoing Act refers.

Rates Inwards.

Landing, Wharfage, Sorting, Piling, and Delivering.	Rate.	Rent per Week from Ship's breaking Bulk.
	s. *d.*	*s.* *d.*
Deals, Planks, Battens, Boards, Ends, and Railway Sleepers, 10 Feet long and under, and 12 by 6 and under, per Petersburgh Standard, 120 Pieces, 12 Feet long, 1½ Inches thick, and 11 Inches wide - -	5 2¾	0 2¾
Deck Deals per 120 Pieces of 40 Feet long and 3 Inches thick - -	76 0	3 2
Norway Timber - - - per Load, Customs Measure Fir Quarters - - - - „ „ Balks - - - - - „ „ Railway Sleepers - - - „ „	2 10¼	0 1
Exceeding the above Sizes:—		
Fir Thick Stuff - - - „ „ Fir Plank, exceeding 3 Inches Thick - „ „	3 4	0 1½
Birch Timber and Plank - - - „ „ -	3 9½	0 1
Under Cover - - - - „ „ -	3 9½	0 1½
Oak Timber Plank and Hard Woods - „ „ -	3 9½	0 1
Under Cover - - - - „ „ -	4 0	0 1½
African and other Teak Wood - - „ „ -	5 3	0 1
Wainscot - - - - - „ „ Dutch Oak - - - - „ „ Clap Boards - - - - „ „	3 9½	0 1
Under Cover - - - - „ „ -	4 9	0 1½
Thin Palings, 4½ Feet, under - - - per 1,200	6 7¾	0 3¾
Treenails and Wedges, 2 Feet and under - - „	5 2¾	0 2½
Above 2 Feet and under 3 Feet long - - „	7 7¼	0 3¾
Spokes - - - - - - „	8 1	0 5¾
Gunstocks under 3 Feet long - - - „	17 1¼	0 11½
„ 3 Feet and above 3 Feet long - - - - -	23 9	1 2¼
Handspikes - - - - - per 120	3 9½	0 2
Oars and Rickers under 24 Feet long - - „	9 6	0 4¾
24 Feet to 32 Feet long - - - „	12 4¼	0 6¾
Spars 4 to 6 Inches - - - - „	26 7¼	0 11½
Lancewood - - - - - „	20 0	0 8½
Lathwood, including Framing, per Customs Cubic Fathom „	7 7¼	0 3¾
Lathwood to be delivered, only as to Number of Pieces received.		
Firewood, including Framing, per Customs Cubic Fathom „	7 7¼	0 3¾
American Staves, per Standard Mille of 1½ Inch Pipe, reduced as customary, including sorting for Freight - - - - -	33 3	1 2¼
Proportions to Pipe:—		
Hogshead - - - - - 3 for 2		
Barrel and Heading - - - - 2 „ 1		
West India Puncheon - - - - 3 „ 1		
United States Pipe and Hogshead - - - 3 „ 1		
Thin Hogshead from lower Ports - - - 5 „ 1		

The Victoria (London) Docks Act, 1853.

Landing, Wharfage, Sorting, Piling, and Delivering.	Rate.	Rent per Week from Ship's breaking Bulk.
	s. *d.*	*s.* *d.*
Hamburg and Baltic Pipe Staves of the usual Dimensions per 1,200, 2 Inches and under in proportion - - - - -	28 6	1 5
Proportions to Pipe:—		
Brandy Pipe - - - - - 6 for 5		
Hogshead - - - - - - 3 „ 2		
Barrel - - - - - - 2 „ 1		
Long Heading - - - - - 3 „ 1		
Short Heading - - - - - 4 „ 1		

	Landing Rate, gross.	Rent per Week, gross.
	s. *d.*	
Grain and Seed; viz., Wheat, Barley, Rye, Maize, and other heavy Grain, Peas, Horse or Pigeon Beans, Tares, Linseed, &c.		Wheat, Rye, Maize and other heavy Grain (except Barley), Peas, Horse or Pigeon Beans, Tares — Per 100 Qrs. 4*s.* 3½*d.*, not including Insurance from Fire. Barley ditto — 3*s.* 10*d.* Linseed ditto — 3*s.* 5½*d.* 3*s.* 5½*d.* 100 Quarters, not including Insurance from Fire.
Landing, Wharfage, housing, and delivering, per Quarter -	0 8	
Oats and other light Grain, landing, Wharfage, housing, and delivering, per Quarter - -	0 7	
Working out and delivering into Craft, 3*d.* per Quarter.		

		Landing Rate, gross.	Rent per Week.
		s. *d.*	*s.* *d.*
Flour, including Delivery by Land or Water - -	per Ton	4 3½	0 2
Tallow Casks, 5 Cwt. and upwards - - -	per Ton	3 2	
Sold from the Land Scale			
To the Importer - - - -	per Ton	⅔ds.	0 2¾
To the Buyer - - - - -	per Ton	⅓d.	
Cases - - - - - -	per Ton	4 6	0 5½
Skins - - - - - -	per Ton	3 4½	0 2¾
Package not otherwise described, or Blocks under 5 Cwt.	per Ton	4 6	0 5½

		Prime Rate, net.	Landing Rate, gross.	Rent per Week.
		s. *d.*	*s.* *d.*	*s.* *d.*
Sugar Casks - - - -	per Cwt.	0 7	0 2¾	
„ Baskets - - - -	per Cwt.	0 6¾	0 2¾	0 4½ per Ton.
„ Chests, 5 Cwt or above - -	per Cwt.	0 6¾	0 2¾	
„ Chests, Mats, or Bags, under 5 Cwt.	per Cwt.	0 5½	0 2¾	0 3½ per Ton.
„ Candy - - - -	per Cwt.	-	0 4	0 9 per Ton.

The Victoria (London) Docks Act, 1853.

		Landing Rate, gross.		Rate per Week, gross	
		s.	*d.*	*s.*	*d.*
Oil, Bay	Cask	0	11½	0	1
„ Castor	Cwt.	0	5¾	0	0½
Chemical.					
Oil, 1 Cwt. and upwards	Package	1	11	0	3¾
„ under 1 Cwt.	Package	1	5	0	2
„ Rhodium	Package	1	5	0	3
„ Olive, large Jars	Cwt.	0	5¾	0	5¾ each.
„ „ common Jars	Cwt.	0	8	0	3 each.
„ „ Half Jars	Cwt.	0	8¼	0	2 each.
Case containing —					
30 Quart Bottles	Case	0	11½	0	1½
Salad, Half Chests of 30 Flasks		0	5¾	0	2¼
Palm or Cocoa Nut —					
Casks not above 30 Cwt.	Ton	3	6¾	0	3¾
Casks above 30 Cwt.	Ton	4	3½		
In Iron Tanks	Ton	5	8½		
Seed —					
Duppas, Canisters, and like Packages	Cwt.	5	3¼	0	0½

	Olive or Seed in Casks.		Fish.			
			Not Newfoundland.		Newfoundland.	
	s.	*d.*	*s.*	*d.*	*s.*	*d.*
Oil *continued* —						
Landing, Wharfage, and laying up to gauge	4	3½	2	10	2	10
Rent, per Week	0	5¾	0	3¾	0	3¾

Per Ton of 252 Gallons.

Wines and Spirits other than Rum.

	Unsizeable Casks, under 210 Gallons, per Tun of 210 Gallons.		Pipe, Butt, or Puncheon.		Hhd.		Third.		Quarter Cask.		Half Quarter Cask.		Sums.					
													Double.		Single.		Half.	
	s.	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*	*s.*	*d.*
Rent after Fourteen Days from the Date of the Vessel's breaking Bulk, or first landing from Craft, during the first 18 Months, including Cooper's Superintendence, per Week, on Cape and Marsala	0	7¼	0	3½	0	2½	0	2	0	1½	0	1¼	0	2½	0	1½	0	1¼
On other Wines and Spirits (Rum excepted)	0	8	0	4	0	2½	0	2	0	1½	0	1¼	0	2½	0	1½	0	1¼

Tea.

Rates per Package.	220 lb. gross and upwards.	148 lb and under 220 lb. gross.	88 lb. and under 148 lb. gross.	66 lb. and under 88 lb. gross.	50 lb. and under 66 lb. gross.	33 lb. and under 50 lb. gross.	22 lb. and under 33 lb. gross.	Exceeding 11 lb. and under 22 lb. gross.	11 lb. gross and under.
	s. *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*	*s.* *d.*
Landing, comprising landing, Wharfage, weighing, furnishing Landing Weights, and Delivery from the Quay at the Docks - - -	1 6	1 3	1 0	0 10½	0 9	0 7½	0 6	0 3	0 1½
Landing and housing, comprising landing, Wharfage, weighing, furnishing Landing Weights, housing, and Delivery - - -	2 0	1 8	1 2	1 0	1 0	0 0	0 8	0 4	0 2
Rent per Week - - -	0 1½	0 1	0 0½	0 0½	0 0½	0 0¼	0 0¼	0 0¼	0 0¼

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