ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. ccxxviii.

An Act to incorporate a Company for constructing Docks, Warehouses, and other Works in the Parish of *Saint Mary Battersea* in the County of *Surrey*. [28th *July* 1863.]

WHEREAS the making and maintaining a Dock or Docks and Tidal Basins in the Parish of *Saint Mary Battersea* in the County of *Surrey*, commencing at or near a Piece of Land formerly called the *Timber Dock* in the said Parish and County, and adjoining the River *Thames*, and terminating in a Field or Meadow in the said Parish at a Point distant about One hundred and ten Yards from the present Northern End of *Milton Street*, abutting on the Boundary of the Parish of *Wandsworth* and of the said Parish of *Saint Mary Battersea*, and which said Field or Meadow is numbered 62 on the deposited Plans, and described in the Book of Reference as the Property of *John Brooks*, but is now the Property of the *London, Chatham, and Dover* Railway Company, with Warehouses, and proper Entrances and Channels for connecting such Dock or Docks, Basins, and Warehouses with the River *Thames*, would be of great public Utility: And whereas the Persons herein-after named are willing to make and maintain the said Dock or Docks and Tidal Basins, and the said Warehouses, together

with such proper Entrances and Channels for connecting the same with the River *Thames*, and it is expedient that they should be incorporated and invested with all necessary Powers for those Purposes; but the Objects 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,)

Short Title.

1. This Act may be cited for all Purposes as "The *West London* Docks and Warehouses Act, 1863."

Interpretation of Act.

2. In the Construction of this Act the Expression "Goods" shall include all Wares and Merchandise, and the Word "Vessel" shall include every Species of Vessel, unless the Context be repugnant to such Construction.

8 & 9 Vict. cc. 16. & 18. and 10 & 11 Vict. c. 27. and 23 & 24 Vict. c. 106. incorporated.

3. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Harbours, Docks, and Piers Clauses Act, 1847," except where the same shall be excepted or varied by this Act, shall be incorporated with and form Part of this Act.

"Quarter Sessions."

4. The Expression "Quarter Sessions" in this Act and in all Acts incorporated therewith shall mean the Quarter Sessions for the County of *Surrey*.

Company incorporated.

5. *Charles Graham Carttar*, *Francis Whitaker*, *Joseph Gibbs*, *Edward Sandiford Power*, *John Carrington Palmer*, *Christopher Claxton*, *George Frederic Holroyd*, *George Hay Donaldson*, and all other Persons who have already subscribed or may hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of making and maintaining the Docks, Warehouses, and Works by this Act authorized, and otherwise carrying this Act into execution, and are hereby declared to be a Body Corporate by the Name of "The *West London* Docks and Warehouses Company, Limited," having a perpetual Succession and a Common Seal, with Power to acquire, hold, and dispose of Land for the Purposes and subject to the Restrictions of this Act.

Capital.

6. The Capital of the Company shall be One hundred thousand Pounds, divided into Ten thousand Shares of Ten Pounds each, and such Shares or any of them may, if the Company think fit, be created and issued as preferred Half Shares and deferred Half Shares.

7. Three

Calls.

7. Three Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make upon the Shareholders, and Two Months at the least shall intervene between successive Calls, and the aggregate Amount of Calls to be made in any One Year shall not exceed Six Pounds *per* Share.

Power to borrow on Mortgage.

8. After the whole of the Sum which the Company are by this Act authorized to raise by Shares shall have been subscribed for, and One Half thereof shall have been paid up, and when the Company 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, it shall be lawful for the Company from Time to Time to borrow or reborrow on Mortgage any Sums not exceeding in the whole Thirty thousand Pounds.

Arrears may be enforced by Appointment of a Receiver.

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

Application of Monies.

10. All Monies raised by the Company in pursuance of this Act shall be applied exclusively to the Purposes hereby authorized.

Number and Qualification of Directors.

11. The Number of Directors shall be Seven, and the Qualification of a Director shall be the Possession in his own Right of Fifty Shares: Provided, that the Company from Time to Time, by the Resolution of a General Meeting, may reduce the Number of the Directors to not fewer than Five.

First Directors.

12. *John Carrington Palmer*, *Christopher Claxton*, *George Frederic Holroyd*, *George Hay Donaldson*, shall be the First Directors of the Company, with Power to add Three to their Number.

Election of Directors at First General Meeting.

13. 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, personally or by proxy, may continue in Office the Directors appointed by this Act, or any of them, or may elect new Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible for Election.

Subsequent Election of Directors.

14. At the First Ordinary General Meeting to be held in every subsequent Year after the First General Meeting the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors

Directors then retiring from Office, agreeably to the Provisions of "The Companies Clauses Consolidation Act, 1845," and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in the Manner provided by "The Companies Clauses Consolidation Act, 1845."

Power to take Land for the Works.

15. Whereas a Plan and Section of the Dock or Docks, Tidal Basins, Entrances, Channels, and Works, and a Book of Reference to the Plans, have been deposited with the Clerk of the Peace for the County of *Surrey:* Therefore, subject to the Provisions of this Act, the Company may make the Dock or Docks, Tidal Basins, Entrances, Channels, and Works by this Act authorized in the Line or Course and upon the Lands shown on the Plan and described in the Book of Reference, and according to the Levels described on the said Section, and may enter upon, take, and use such of those Lands as they think proper for the Purpose.

Powers for compulsory Purchase limited.

16. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Lands for extraordinary Purposes.

17. The Company may from Time to Time by Agreement purchase or take for the Purposes of this Act any Buildings or Lands not exceeding in Quantity Three Acres, in addition to the Lands which they are by this Act authorized to take by Compulsion.

Works authorized to be executed.

18. The Works which the Company are by this Act authorized to execute are as follows; (that is to say,)

A Dock or Docks and Tidal Basins, with proper Entrances or Channels connecting such Dock or Docks and Tidal Basins and the Warehouses and Buildings herein-after described with the River *Thames*, commencing at or near a Piece of Land formerly called the *Timber Dock* in the Parish of *Saint Mary Battersea* in the County of *Surrey*, in the Occupation of the Commissioners of Her Majesty's Works and Public Buildings, and adjoining the River *Thames*, and terminating (subject to the other Provisions of this Act requiring the Consent of the *London Chatham, and Dover* Railway Company) in a Field or Meadow in the said Parish at a Point distant about One hundred and ten Yards from the present Northern End of *Milton Street*, abutting on the Boundary of the Parish of *Wandsworth* and of the said Parish of *St. Mary Battersea*, and which said Field or Meadow is numbered 62 on the deposited Plans, and described in the Book of Reference as the Property of *John Brooks*, but is now the Property of the *London, Chatham, and Dover* Railway Company, together with Warehouses in the said Parish and

and County, and all requisite Piers, Dams, Gates, Sluices, Entrances, Channels, Cuts, Locks, Sewers, Culverts, Embankments, Wharves, Stages, Quays, Landings, Staiths, Drops, Slips, Stairs, Walls, Bridges, Tramways, Railways, Jetties, Cranes, Sheds, Offices, Houses, Warehouses, Buildings, and Machinery for loading and unloading Ships and Vessels, and storing Merchandise or otherwise, together with Roads and Approaches thereto and therefrom, and such other Works and Conveniences as may be necessary for the Purposes of the said intended Docks, Basins, and Warehouses, and (subject as aforesaid) it shall be lawful for the Company to enter upon, take, and use such of the said Lands as they shall deem necessary for the Purposes aforesaid.

Incidental Works.

19. For the Purposes of the Works the Company from Time to Time may, within the Limits of Deviation defined on the said Plans, dig and make proper Foundations in the River and on the Lands on each Side thereof, and make Dams in the River, and cut, level, embank, and scour the Banks of the River, and cut, remove, scour, take, and carry away all Trees, Roots of Trees, Beds of Gravel, Sand, Mud, and other Impediments, and execute all other Works necessary or convenient for building, maintaining, and repairing the said Docks, Tidal Basins, Entrances, Channels, Works, and Warehouses.

Company not to interfere with Bed of the Thames, but according to Plans.

20. Nothing in this Act contained shall authorize the Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames*, or the Shore thereof, except according to Plans approved by the Conservators of the River *Thames*.

Nor to take Material from River without Consent of Conservators.

21. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River *Thames* without the previous Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary.

Works in the Thames to be approved by the Conservators of the Thames.

22. 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 Conservators of the River *Thames*, and to be deposited at their Office, and such Works shall be executed and performed to the Satisfaction of their Engineer for the Time being.

Plans to be deposited for Approval of Board of Trade, and Works to be in accordance with such Approval.

23. Previously to commencing the Docks, Tidal Basins, or the Works connected therewith the Company shall deposit at the Board of Trade Plans, Sections, and Working Drawings of the said Docks, Tidal Basins, and Works connected therewith for the Approval of the Board of Trade aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Board of Trade, and such Docks, Tidal Basins, and Works shall be constructed only in accordance with such Approval;

Approval; and when any such Docks, Tidal Basins, or Works 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 Docks, Tidal Basins, or Works 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 Board of Trade 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.

Board of Trade may order local Survey at Expense of Company.

24. If at any Time or Times it shall be deemed expedient by the Board of Trade to order a local Survey and Examination of any Works of the Company in, over, or affecting the River *Thames*, 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 Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Board of Trade or Conservators may remove abandoned Works at Expense of Company.

25. If any Work be constructed by the Company in, under, over, through, or across the River *Thames*, or if any Portion of any Work which affects or may affect any such River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Board of Trade, or for the Conservators of the River *Thames*, to abate and remove the same or such Part or Parts thereof as 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 or the said Conservators, and if not paid upon Demand may be recovered as a Debt due to the Crown or the said Conservators, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Saving Rights of Conservators.

26. Nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Conservators did or might lawfully claim, use, or exercise.

For Protection of Sewers of

27. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere

interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way prejudicially affect the Sewerage or Drainage under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Direction within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Directions and Regulations of the respective Board or Vestry in the Execution of the said Works, and shall provide by new, altered, or substituted Works in such Manner as such Board or Vestry may deem necessary for the proper Protection of, and for preventing Injury or Impediment to, the Sewers and Works herein-before referred to by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board or any District Board or Vestry may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence or otherwise, shall be paid to such Boards or Vestry by the Company on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected herewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall hereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Boards and Vestry respectively as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Boards and Vestries, or any of them, or their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed. Metropolitan and other Boards.

28. For

For Protection of London and South-western Railway.

28. For the Protection of the *London and South-western* Railway and the Traffic thereon, and the Property, Rights, and Interests of the *London and South-western* Railway Company (in this Section called the *South-western* Company), the following Provisions shall be binding on the Company and all other Persons interested, and full Effect shall be given thereto; (that is to say,)

(A.) The proposed Cut crossing under the Railway shall not, without the previous Consent of the *South-western* Company in Writing under their Common Seal, be made with any Deviation under or within Five Yards from the Railway from either of the Lines thereof, as shown on the Plans deposited for the Purposes of this Act.

(B.) The Arch or Viaduct for carrying the Railway over the proposed Cut, and the Works connected therewith, shall be of such Dimensions and so constructed as to be proper and sufficient for the convenient Maintenance and User on and over the same of Six Lines of Railway at the least.

(C.) If and when the *South-western* Company so require, the Company shall so widen and enlarge the Arch or Viaduct on either or both of the Sides thereof, and the Works connected therewith, as to be proper and sufficient for the convenient Maintenance and User on and over the same of Two additional Lines of Railway, making altogether Eight Lines of Railway.

(D.) If the Company so think fit, they may at the Outset make the Arch or Viaduct and the Works connected therewith so as to be proper and sufficient for the convenient Maintenance and User on and over the same of Eight Lines of Railway.

(E.) If the Company do not at the Outset make the Arch or Viaduct for more than Six Lines of Railway, yet the Abutments and Wing Walls proper and sufficient for the Two additional Lines of Railway shall be made at the Outset, and shall be carried up to at least the Height of the Springing of the Arch, or (as the Case may be) the proper Height for receiving the Iron Girders for the Viaduct.

(F.) The Masonry or Brickwork of the Foundations of the Abutments and Wing Walls shall be made to a Depth of not less than Four Feet below the lowest Part of the proposed Cut, and to such a further Depth, and with such Piles or other artificial Foundations, if any, as the *South-western* Company reqüire, and the Footings of the Foundations shall be of such Width as the *South-western* Company require.

(G.) If the *South-western* Company so require, there shall be made between the Abutments and Wing Walls, throughout their whole Length, an Invert of Masonry or Brickwork of such Thickness as they require.

(H.) The whole of the Masonry or Brickwork of the Abutments and Wing Walls, including the Foundations and Footings, and the Invert,

Invert, if any, to the Height of at least Two Feet above the Surface of the Water in the proposed Cut, and, if the *South-western* Company so require, the whole of the Masonry or Brickwork of the Arch or Viaduct, shall be set in the best Cement.

(I.) The Arch or Viaduct and the Works connected therewith shall be made and maintained only in accordance with Plans, Sections, Working Drawings, and Specifications for the same respectively approved by the *South-western* Company's Engineer by Writing under his Hand.

(K.) The Company shall not enter upon or in any way interfere with any of the Lands or Works of the *South-western* Company unless or until they deliver to the *South-western* Company proper and sufficient Plans, Sections, Working Drawings, and Specifications for the Arch or Viaduct and the Works connected therewith, and the same are approved by the *South-western* Company's Engineer by Writing under his Hand.

(L.) If the *South-western* Company's Engineeer do not within One Calendar Month after the Delivery of the Plans, Sections, Working Drawings, and Specifications so approve the same, then they may be examined by a competent and impartial Civil Engineer, to be on the Application of the Two Companies, or either of them, nominated by the Board of Trade; and if and when they are approved by him by Writing under his Hand they shall, for the Purposes of this Section, be deemed to be approved by the *South-western* Company's Engineer by Writing under his Hand.

(M.) The Provisions (K.) and (L.) shall apply not only to the Arch and Viaduct and the Works connected therewith to be made at the Outset, but also to the Works, if any, to be made thereafter for the widening and Enlargement (C.) of the Arch or Viaduct.

(N.) All the Works to be from Time to Time made in accordance with this Section shall be made and maintained by the Company under the Superintendence and to the reasonable Satisfaction of the *South-western* Company's Engineer.

(O.) Before any of the Masonry or Brickwork is begun the Foundation shall be examined and approved by the *South-western* Company's Engineer, but his Examination or Approval thereof shall not free them from the Liability to maintain the Arch or Viaduct and the Works connected therewith, or from any other Responsibility respecting the same or the Foundation thereof.

(P.) The Company shall not, without the previous Consent of the *South-western* Company in Writing under their Common Seal, make any Alteration of the Level of the Railway.

(Q.) The Company shall pay to the *South-western* Company the Expense of the Employment by them during the Execution of all or any of the Works to which this Section relates of a sufficient Number of Inspectors or Watchmen, to be appointed by them for watching

watching the Railway and the Company's Works connected therewith or near thereto, and for guarding against Accidents, Interference with Traffic, Damage, or Injury arising from the Operations of the Company, or the Acts or Defaults of their Contractors, or Persons in the Employ of the Company or their Contractors.

(R.) But the Number of Inspectors or Watchmen to be so paid for by the Company shall not exceed Two, except if and when the *South-western* Company's Engineer certifies by Writing under his Hand that more are necessary.

(S.) If and whenever by reason of any Works, Act, or Default of the Company the convenient Passage of Engines and Carriages along the Railway is prevented or hindered, then the Company shall pay to the *South-western* Company by way of ascertained Damages Twenty Pounds for every Hour during which the Passage is so prevented or hindered.

(T.) The Company shall be responsible for and make good to the *South-western* Company and all other Persons interested all Damage and Injury, Penalties, Forfeitures, Losses, Costs, Charges, and Expenses, from Time to Time occasioned to the Railway or the Traffic thereon, or the *South-western* Company, or any other Person, by reason of the Execution, User, or Failure of any of the Company's Works, or any Act or Default of the Company or their Contractors, or any Persons in their respective Employ; and the Company shall fully and freely indemnify and save harmless the *South-western* Company from all Claims and Demands upon or against them by reason of any or every such Execution, User, Failure, Act, or Default.

(V.) The Company shall not, without the previous Consent of the *South-western* Company in Writing under their Common Seal, take, use, or enter upon any of the Lands of the *South-western* Company, or alter or interfere with their Railway or Works, further or otherwise than is necessary for the making and maintaining in accordance with this Section of the proposed Cut, and the Arch or Viaduct and the Works connected therewith.

(W.) If the Company so require, the *South-western* Company may and shall grant to them an Easement or Right in or affecting Lands of the *South-western* Company of making and maintaining in accordance with this Section the proposed Cut, and the Arch or Viaduct and Works connected therewith, and of using the proposed Cut, but the Company shall not acquire any other Ownership, Right, or Interest in or affecting any of the Lands, Works, or Property of the *South-western* Company.

(X.) The Company and the *South-western* Company from Time to Time may enter into and carry into effect all such Agreements or Arrangements as they think fit with respect to all or any of the Subject Matters of this Section.

29. Not-

Not to take Lands of London, Chatham, and Dover Company without Consent.

29. Notwithstanding anything in this Act contained, the Company shall not enter upon, take, or use any Lands belonging to the *London, Chatham, and Dover* Railway Company (herein-after called the *Dover* Company), or which the *Dover* Company are for the Time being authorized to acquire, without in each Instance the previous Consent of the *Dover* Company for the Purpose under their Common Seal.

Regulating Construction of Works affecting London, Chatham, and Dover Railway.

30. Notwithstanding anything in this Act contained, the Company shall not execute or commence any Work whatsoever in, under, over, or in any way affecting any Railway or Works or Land belonging to the *Dover* Company, or which the *Dover* Company are for the Time being authorized to execute or acquire, until they shall have delivered to the *Dover* Company full and satisfactory Plans, Sections, and Specifications of the Work intended to be executed by the Company, and the Lands required for the same, describing the Manner of executing and the Materials to be used for the intended Work, nor until those Plans, Sections, and Specifications shall have been approved in Writing under his Hand by the principal Engineer for the Time being of the *Dover* Company, or, if he do not approve the same for Three Months after their Delivery, until the same shall, at the Expense of the Company, have been examined and approved in Writing under his Hand by an Engineer to be appointed by the Board of Trade, and the Work shall be executed only in accordance with such approved Plans, Sections, and Specifications.

Superintendence thereof.

31. Every such Work as last aforesaid shall be executed under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *Dover* Company: Provided that if he and the principal Engineer for the Time being of the Company differ as to the Execution thereof, or any Matter connected therewith, the Matters in difference shall be determined, at the Expense of the Company, by an Arbitrator to be appointed by the Board of Trade on the Application of either Company.

Not to take Lands of London, Brighton, and South Coast Railway Company without Consent.

32. Notwithstanding anything in this Act contained, the Company shall not enter upon, take, use, or in any way interfere with any Lands or Works of the *London, Brighton, and South Coast* Railway Company, or any Lands which that Company is for the Time being authorized to acquire, without in each Instance the previous Consent of that Company for the Purpose in Writing under their Common Seal.

Company to give Notice before interfering with Mains, &c. of Southwark and Vauxhall

33. The Company shall not begin any Work interfering with or in any way affecting any of the Mains or Pipes of the *Southwark and Vauxhall* Water Company (in this Act called the *Southwark* Water Company) unless at least Twenty-one Days previous Notice in Writing of the Intention so to do, describing the Manner in which it is proposed to

Water Company.

to interfere with the Mains or Pipes, be given to the Engineer of the *Southwark* Water Company, or left for him at their principal Office.

Works for Southwark Water Company to be executed by their Engineer at Expense of Company.

34. The Company shall not in any Manner alter, displace, or otherwise interfere with any of the Mains or Pipes of the *Southwark* Water Company, but their Engineer shall have the sole and exclusive Direction and Management of and may execute all such Works as he thinks necessary for the Purpose of removing, altering, and restoring the Mains or Pipes, and of preventing during the Execution thereof any Interruption to the Supply of Water by the *Southwark* Water Company; and all Expenses necessarily incurred by them in any way relating to the Execution by them of any Works for those Purposes shall be repaid to them by the Company.

In default of Southwark Water Company the Company may execute the necessary Works.

35. Provided, That if the *Southwark* Water Company for Ten Days next after the Day named in the Notice served by the Company for the Commencement of the Works interfering with or affecting any of the Mains or Pipes, or for Ten Days after such later Day as the Company by Notice in Writing to the *Southwark* Water Company name for commencing the Works, fail to commence or at any Time thereafter fail to proceed with reasonable Despatch in the Execution of the Works, the Company at their own Expense may remove, alter, or otherwise interfere with the Mains or Pipes in such Manner and to such Extent as they deem necessary, and execute all such other Works as they deem requisite for preventing any Interruption to the Supply of Water by the *Southwark* Water Company.

Southwark Water Company not to be liable for Damage arising from Alteration of Mains or Pipes.

36. Provided, That the *Southwark* Water Company shall not be liable for any Damage or Injury occasioned to the Works of the Company, or to any Streets or Roads, or otherwise howsoever, by reason of any of the Works executed under this Act or in any way consequent thereupon, unless the Damage or Injury arise from the Neglect or Default of the *Southwark* Water Company, their Engineers, Workmen, or Servants.

Period for Completion of Works.

37. The Docks, Tidal Basins, and Works shall be completed within Four Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company for making the same shall cease; nevertheless, after the Expiration of that Period the Company from Time to Time may improve, maintain, repair, or rebuild such of the Works as they execute within that Period.

Company may deviate to the Extent marked on Plans.

38. Notwithstanding anything in the said "Harbours, Docks, and Piers Clauses Act, 1847," contained, it shall be lawful for the Company in constructing the said Docks to deviate to the Extent of the Limits of Deviation marked on the said Plans.

39. Nothing

Saving Rights of the Crown.

39. Nothing contained in this Act or in the Acts herein referred to shall extend to authorize the Company to purchase, take, use, or otherwise interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioner or 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 such Commissioner or Commissioners is and are hereby authorized and empowered to give, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities which now are or hereafter may be vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Not to take Lands of the Commissioners of Her Majesty's Works, &c.

40. Nothing contained in this Act or in any of the Acts incorporated herewith shall authorize the said Company to take, use, or in any Manner interfere with any Lands, Tenements, or Hereditaments belonging to the *Battersea Park* Commissioners, or the Commissioners of Her Majesty's Works and Public Buildings, without the Consent in Writing of the First Commissioner for the Time being of Her Majesty's Works and Public Buildings (which Consent such First Commissioner is hereby authorized to give), upon and subject to such Conditions as the said First Commissioner may prescribe.

Saving Rights of Commissioners of Works and Public Buildings.

41. Nothing in this Act or in any of the Acts incorporated herewith shall extend to vary, alter, or affect any Agreement or Agreements which has or have been or which may be entered into between the said Commissioners or the First Commissioner and the *Crystal Palace* Railway Company, or in anywise to defeat, impair, or prejudice the Security of the said Commissioners, for the Payment of any Principal Monies and Interest due or to become due from the said *Crystal Palace* Railway Company, their Successors or Assigns, to the said Commissioners for or in respect of unpaid Purchase Monies, or otherwise howsoever.

For Protection of Rights of Corporation of London in respect of Metage and Porterage.

42. 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 Dock 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 Merchandise, 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 enjoyed such Right of Measurage and Porterage in any Part of the Port of *London*.

Barges, &c. entering Docks exempt from Rates whilst receiving or discharging Ballast, &c.

43. All Barges, Lighters, or Craft entering the Docks, Basins, Locks, or Cuts of the Company in order to receive or discharge Ballast or Goods shall be exempt from the Payment of Rates to the Company so long as such Barges, Lighters, or Craft shall be *bonâ fide* engaged in receiving or discharging such Ballast or Goods.

Barges, &c. may be removed from Docks 48 Hours after entering.

44. Any Time after the Expiration of Twenty-four Hours, to be computed from the Time of any Barge, Lighter, or Craft entering into the said Docks for any Purpose or any Pretext whatsoever, the Dock master or his Assistant may, by a written or printed or partly written and partly printed Order or Notice, require and direct the Removal of such Barge, Lighter, or Craft out of the Company's Premises; and such Order or Notice, if not personally served on such Owner, shall be deemed to have been duly given and served if the same shall be forwarded by Post directed to the Owner of such Barge, Lighter, or Craft to his Place of Address as described upon such Barge, Lighter, or Craft, or if the Name or Address of such Owner shall not be legibly described upon such Barge, Lighter, or Craft, then directed to such Person as shall appear by the Books of the Master, Wardens, and Commonalty of Watermen and Lightermen of the River *Thames* to be such Owner, and to such Address as shall be entered in the said Books in respect of such Person; and if within Forty-eight Hours, to be computed from the Time of such Order or Notice having been delivered, such Barge, Lighter, or Craft shall not be removed from and out of the said Docks and Basins and Entrances, then and in such Case the Owner of every such Barge, Lighter, or Craft shall for every such Default forfeit and pay any Sum not exceeding Forty Shillings; and at any Time after the Expiration of Forty-eight Hours from the Time of such Order or Notice having been so served the Dock-master or his Assistant shall, at his Option, have full Power and Authority to remove such Barge, Lighter, or Craft out of the Docks, Basins, or Entrances, and have the same safely moored, and the Master, Owner, or Person in charge thereof shall in such last-mentioned Case, upon Demand, pay to the Company, or to the Dock-master or his Assistant, the reasonable Expense of such Removal.

Rates payable on Goods as in Schedule (B.)

45. 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 Services 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 Services therein mentioned, and for Coals, and for the said several Goods, Articles, and Things described in Schedule (B.) in respect of other Services, 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

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.

46. 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 shall from Time to Time appoint.

For the Recovery of Wharfage Rents, Rates, and other Charges payable for Goods.

47. The Wharfage Rents, Rates, and other Charges which from and after the passing of this Act shall become payable to the Company in respect of Goods which shall be in the Custody of the Company either in the said Docks or in any Warehouse, Erection, or Building, or on the Works and Premises of the Company, and from Time to Time held or occupied by the Company, or which shall become payable to the Company for the Use of their Cranes, Weighing and Measuring Machines, in respect of such Goods, and which Goods shall be of a perishable Nature, shall be paid at or before the Expiration of One Calendar Month, and if such Goods be not of a perishable Nature, then at or before the Expiration of Six Calendar Months next after such Goods shall have been in the Custody of the Company as aforesaid, or previous to the Removal of the same from the Custody of the Company, which shall first happen; and in case Default be made in Payment of the said Wharfage Rents, Rates, and other Charges, or any of them, or any Part thereof, as aforesaid, it shall be lawful for the said Company, first paying the Duties due in respect of such Goods, and next any Freight which may be due in respect thereof, to distrain and sell, or cause to be distrained and sold, all or any Part of such Goods, and out of the Monies thence arising to retain and pay any Duties and Freight paid by the Company in respect of such Goods, and then the Wharfage Rents, Rates, and other Charges which shall be payable to the Company in respect of such Goods, and all Charges and Expenses of selling such Distress, rendering the Overplus (if any) of the Monies arising by such Sale, and such of the Goods as shall remain unsold, to the Person entitled thereto upon Demand: Provided nevertheless, that no such Sale shall be made as aforesaid until the Company shall have given at least Ten Days Notice in the *London Gazette* and in Two of the Morning daily Newspapers printed in the City of *London* or *Westminster* of the Intention to sell such Goods, and if the Importer, Proprietor, or Consignee shall be resident in the United Kingdom, and his Residence shall be known to the Company, until at least Ten Days Notice shall have been left at his Residence, or sent to him by the Post, and that no Sale shall be made until the Goods to be sold shall have been valued by a sworn Broker, and no greater Quantity shall be sold than shall be deemed reasonably

sufficient

sufficient to raise the Monies which may be due in respect of such Duties, Freight, Wharfage Rent, Rates, and other Charges, and the Expenses of the Valuation, Distress, and Sale.

Limits within which Dock-master may exercise his Authority.

48. 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 Gate of the said Dock: Provided always, that the Powers of the Conservators 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 Meters and Weighers.

49. It shall be lawful for the Company to appoint and license a sufficient Number of Persons to be Meters and Weighers within the Dock.

Saving Rights of Watermen's Company.

50. Except as is by this Act expressly provided, and as may be necessary for the Construction or Maintenance of the Works by this Act authorized, this Act or anything therein contained shall not take away, lessen, prejudice, or affect any of the Rights, Privileges, or Franchises of the Master, Wardens, and Commonalty Watermen and Lightermen of the River *Thames*.

Saving Rights of South-western Company.

51. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or affect any of the Estates, Rights, Interests, Powers, or Privileges of the *London and South-western* Railway Company.

Nothing to exempt Works from Provisions of General Acts.

52. Nothing herein contained shall be deemed to exempt the Undertaking by this Act authorized from the Provisions of "The Merchant Shipping Law Amendment Act, 1853," "The Merchant Shipping Act, 1854," or any General Act relating to Docks, or Dues on Shipping, or on Goods carried in Ships, now in force or which shall be passed during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the Dues or Tolls authorized by this Act.

Board of Trade may appoint an Auditor to examine Accounts.

53. If upon Complaint made to the Board of Trade by any Person interested, in Writing under his Hand, it shall appear to the Board of Trade that there is reasonable Ground for believing that the Accounts of the Company have not been duly kept, or that any Tolls, Rates, or Duties have been improperly or unfairly levied by them, or have not been applied in accordance with the Directions of this Act, the Board of Trade may appoint an Auditor to examine the Accounts of the Company, and

and examine into the Matters so complained of, and to report to them thereon; and the Company shall, upon Demand, produce to such Auditor all or any of their Accounts, Books, Deeds, Papers, Writings, and other Documents, and afford to him all reasonable Facilities for examining and comparing the same; and in case any Matter complained of shall be found to be true, the reasonable Expenses of such Auditor shall be paid by the Company out of the Monies coming to their Hands under this Act, and in case it shall not be so found, then by the Complainant, and in either Case such Expenses may be recovered, with Costs of Suit, in any Court of competent Jurisdiction as a Debt due to the Crown.

Expenses of Act.

54. All the Costs, Charges, and Expenses of and incident to the preparing, obtaining, and passing of this Act shall be paid by the Company out of the first Monies which shall come to their Hands.

The West London Docks and Warehouses Act, 1863.

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, with One Week's Use of the Docks - -	10*d.* per Ton on the Tonnage discharged.
If unloaded by the Vessel or Barge, with One Week's Use of the Docks - - - - - - - -	6*d.* ditto.
Rent after the Expiration of the above Period - - - - -	1*d.* per Week on the Register.

TOLL ON THE CARGO.

Wharfage, if landed over the Dock Company's Quays - - -	4*d.* per Ton.

SCHEDULE (B.) to which the foregoing Act refers.

RATES INWARDS.

Landing, wharfing, sorting, piling, and delivering.	Rate.	Rent per Week from Vessel'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 2
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 - - - - ,, ,,	2 10¼	0 1
Balks - - - - ,, ,,		
Railway Sleepers - - - ,, ,,		
Exceeding the above Sizes :—		
Fir, thick Stuff - - - ,, ,,	3 4	0 1½
Fir Plank, exceeding 3 Inches thick - ,, ,,		
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 - - - - ,, ,,	3 9½	0 1
Clap Boards - - - ,, ,,		
Under Cover - - - ,, ,, -	4 9	0 1½
Thin Palings, 4½ Feet and 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
Gun Stocks, under 3 Feet long - - - - ,,	17 1¼	0 11½
Gun Stocks, 3 Feet and above 3 Feet long - - ,,	23 9	1 2¼
Handspikes - - - - - - per 120	3 9	0 2
		Oars

The West London Docks and Warehouses Act, 1863.

Landing, wharfing, sorting, piling, and delivering.		Rate.	Rent per Week from Vessel's breaking Bulk.
		s. *d.*	*s.* *d.*
Oars and Rickers, under 24 Feet long	per 120	9 6	0 $4\frac{3}{4}$
Oars and Rickers, 24 Feet to 32 Feet long	„	12 4	0 $6\frac{3}{4}$
Spars, 4 to 6 Inches	„	26 $7\frac{1}{4}$	0 $11\frac{1}{2}$
Lancewood	„	20 0	0 $8\frac{1}{2}$
Lathwood, including Framing	per Customs Cubic Fathom	7 $7\frac{1}{4}$	0 $3\frac{3}{4}$
Lathwood, to be delivered only as to Number of Pieces received.			
Firewood, including Framing	per Customs Cubic Fathom	7 $7\frac{1}{4}$	0 $3\frac{3}{4}$
American Staves, per Standard Mille of $1\frac{1}{2}$ Inch Pipe, reduced as customary, including sorting for Freight		33 3	1 $2\frac{1}{4}$
Proportions to Pipe—			
Hogshead	3 for 2		
Barrel and Heading	2 „ 1		
West India Puncheon	3 „ 1		
United States Pipe and Hogshead			
Thin Hogshead from lower Parts	5 „ 1		
Hamburgh 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.* $3\frac{1}{2}$*d.*, not including Insurance from Fire.
Landing, Wharfage, housing, and delivering, per Quarter	0 8	Barley, ditto, ditto — 3*s.* 10*d.* Linseed, ditto, ditto — 3*s.* $5\frac{1}{2}$*d.*
Oats and other light Grain, landing, Wharfage, housing, and delivering, per Quarter	0 7	3*s.* $5\frac{1}{2}$*d.* 100 Quarters, not including Insurance from Fire.
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 $3\frac{1}{2}$	0 2
Tallow Casks, 5 Cwt. and upwards	„	3 2	0 $2\frac{3}{4}$
Sold from the Land Scale—			
To the Importer	„	$\frac{2}{3}$ds	
To the Buyer	„	$\frac{1}{3}$d	
Cases	„	4 6	0 $5\frac{1}{2}$
Skins	„	3 $4\frac{1}{2}$	0 $2\frac{3}{4}$
Package not otherwise described, or Blocks under 5 Cwt.	„	4 6	0 $5\frac{1}{2}$

The West London Docks and Warehouses Act, 1863.

	Prime Rate, net.	Landing Rate, gross.	Rent per Week.
	s. d.	*s. d.*	*s. d.*
Sugar Casks - - - - - per Cwt.	0 7	0 $2\frac{3}{4}$	} 0 $4\frac{1}{2}$ per Ton.
„ Baskets - - - - „	0 $6\frac{3}{4}$	0 $2\frac{3}{4}$	
„ Chests, 5 Cwt. or above - - „	0 $6\frac{3}{4}$	0 $2\frac{3}{4}$	
„ Chests, Mats, or Bags, under 5 Cwt. - - - - „	0 $5\frac{1}{4}$	0 $2\frac{3}{4}$	0 $3\frac{1}{2}$ per Ton.
„ Candy - - - - „	—	0 4	0 9 per Ton.
Oil, Bay - - - - - - Cask		0 $11\frac{1}{2}$	0 1
„ Castor - - - - - Cwt.		0 $5\frac{3}{4}$	0 $0\frac{1}{2}$
CHEMICAL.			
Oil, 1 Cwt. and upwards - - - Package		1 11	0 $3\frac{3}{4}$
„ under 1 Cwt. - - - - - Package		1 5	0 2
„ Rhodium - - - - - - Package		1 5	0 3
„ Olive, large Jars - - - - Cwt.		0 $5\frac{3}{4}$	0 $5\frac{3}{4}$ each.
„ „ common Jars - - - - Cwt.		0 8	0 3 each.
„ „ Half Jars - - - - Cwt.		0 $8\frac{1}{4}$	0 2 each.
Case containing—			
30 Quart Bottles - - - - Case		0 $11\frac{1}{2}$	0 $1\frac{1}{2}$
Salad, Half Chests of 30 Flasks - - -		0 $5\frac{3}{4}$	0 $2\frac{1}{4}$
Palm or Cocoa Nut—			
Casks not above 30 Cwt. - - - Ton		3 $6\frac{3}{4}$	} 0 $3\frac{3}{4}$
Casks above 30 Cwt. - - - - Ton		4 $3\frac{1}{2}$	
In Iron Tanks - - - - Ton		5 $8\frac{1}{2}$	
Seed—			
Duppas, Canisters, and like Packages - - Cwt.		5 $3\frac{1}{4}$	0 $0\frac{1}{2}$

	Olive or Seed in Casks.	FISH.	
		Not Newfoundland.	Newfoundland.
OIL—*continued*.	*s. d.*	*s. d.*	*s. d.*
Landing, Wharfage, and laying up to Gauge - -	4 $3\frac{1}{2}$	2 10	2 10
Rent, per Week - - - - -	0 $5\frac{3}{4}$	0 $3\frac{3}{4}$	0 $3\frac{3}{4}$
	Per Ton of 252 Gallons.		

LONDON: Printed by George Edward Eyre and William Spottiswoode, Printers to the Queen's most Excellent Majesty. 1863.