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An Act to empower the Trustees of the Will of the late William Earl of Lonsdale to construct a new Dock and other works in connexion with the existing Workington Harbour, and to raise money for that purpose, and to authorise a sale or transfer by the said Trustees of the Workington Harbour undertaking (being part of the estates settled by the Will of the said Earl), and for other purposes. [10th August 1882.]

3 & 4 Vict. c. xliv.

WHEREAS by an Act passed in the session of the third and fourth years of the reign of Her present Majesty, intituled "An Act for regulating and preserving the harbour of Workington "in the county of Cumberland, and for other purposes relating "thereto" (in this Act referred to as the Act of 1840), the lord of the manor of Workington for the time being, the lord of the manor of Seaton for the time being, and certain other persons in that Act named, and the survivors and survivor of them, were appointed the first trustees for carrying into execution the several purposes of that Act, and provision was made in that Act for the appointment at stated periods and from time to time of persons to act with the lord of the manor of Workington for the time being, and the lord of the manor of Seaton for the time being, as the successors of such first trustees, in the office of trustees for improving the harbour of Workington:

And whereas by the same Act (section 50) the limits of the harbour of Workington were defined, and (section 58) it was declared that the jurisdiction of the trustees in the execution thereof should comprehend the limits of the harbour:

And whereas by the same Act (section 59) it was further enacted that the harbour, the harbour cable house, spile house, and harbour cables, and all the then present and future quays, piers, wharfs, docks, and other works of or belonging to the harbour (except the

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messuage or dwelling-house and premises adjoining or near to the harbour on the south side thereof, commonly called by the name of the harbour house, then in the occupation of Edward Smith, the harbour-master, with the appurtenances, which was the private property of Henry Curwen), and that all the present and future public roads, highways, passages, and public places within the limits of the harbour, and all drains and sewers within the same limits, and all gasometers, pipes, apparatus and machinery, lamps, lamp-irons, watch-boxes, posts, and other things then belonging to the harbour, or thereafter to be purchased or provided under the authority of that Act for the purpose of lighting and watching the harbour, and all other implements, apparatus, materials, articles, and things whatsoever purchased and provided under the authority of that Act, for any of the purposes of that Act, should severally and respectively be deemed to belong to and be the property of, and the same were thereby vested in, the trustees for the time being for executing that Act (who are in this Act referred to as the harbour trustees):

And whereas by the same Act the harbour trustees were empowered to receive tonnage rates on vessels using the harbour, and to collect anchorage dues for the lords of the manors of Workington and Seaton, and to cause the harbour or portions thereof to be lighted and watched, and to raise money on mortgage and otherwise, and other powers and duties relating to the harbour were conferred and imposed on the harbour trustees:

27 & 28 Vict. c. cv.

And whereas in the session of the twenty-seventh and twenty-eighth years of the same reign, the Workington Harbour Act, 1864, was passed (in this Act referred to as the Act of 1864), whereby the borrowing and other powers of the harbour trustees were amended and extended; and it was provided that the whole sum borrowed and secured by the harbour trustees at any one time under the authority of the Act of 1840 and that Act should not exceed £50,000:

24 & 25 Vict. c. lxxxiii.

And whereas by the Workington Dock Act, 1861 (in this Act referred to as the Act of 1861), the Right Honorable William Earl of Lonsdale was empowered to make and maintain a dock or tidal basin at Workington, and a railway therefrom to join the Whitehaven Junction Railway, and to execute certain works within the limits of the said harbour, and to take rates and tolls, and to enter into traffic arrangements with the Whitehaven Junction Railway Company and the Cockermouth and Workington Railway Company, or either of them, and to borrow money; but after the works authorised by that Act had been commenced and partly

executed, it was deemed expedient to vary the same at an increase of £30,000 beyond the estimated cost of the original undertaking: A.D. 1882.

And whereas such variance of the original undertaking was authorised by the Workington Wet Dock Act, 1863 (in this Act referred to as the Act of 1863), and it was by the Act of 1863 enacted that all the powers and provisions of the Act of 1861 should, as far as the same or any of them were applicable, and except as altered by the Act of 1863, apply to the substituted dock and works by the Act of 1863 authorised; and the said Earl was empowered to borrow on mortgage of the said works, and of the tolls, rates, and duties authorised by the Act of 1863, further moneys, making in the whole £18,000: 26 & 27 Vict. c. xvi.

And whereas the dock, railway, and other works authorised by the Act of 1863 were constructed and opened, and have been attended with advantages to shipping and to trade generally:

And whereas by articles of agreement dated the 13th day of June, 1868, and made between Isaac Fletcher, Septimus Bourne, James Smith, William Irving, Richard Bowness, Richard Harrison, John Key, and William Mulcaster, therein described as certain of the trustees of the harbour of Workington, acting under the provisions of the Acts of 1840 and 1864, of the one part, and the said William Earl of Lonsdale of the other part, after reciting to the effect that the harbour trustees were of opinion that it would be highly advantageous to all those whose interests they represented if the said harbour, with all the property, rights, and powers of every kind belonging to or vested in them as such trustees were transferred to and absolutely vested in the said Earl on the terms and conditions therein-after mentioned, and that the said Earl was desirous of accepting such transfer and taking on himself the obligations and liabilities therein-after mentioned, it was (among other things) agreed that application should be made by the said Earl and harbour trustees jointly in the then next session of Parliament for an Act confirming that agreement and vesting in the said Earl the harbour and all the estates, property, moneys, credits, assets, rights, powers, and privileges belonging to or vested in the harbour trustees under or by virtue of the Acts of 1840 and 1864, or either of them, and imposing on the said Earl the discharge of all the duties and obligations of the trustees under the same Acts respectively:

And whereas by the Workington Harbour (Transfer) Act, 1869 (in this Act referred to as the Act of 1869), after reciting (among other things) to the effect that the said agreement of the 13th day of June, 1868, was duly executed at a general meeting of the harbour trustees, held in conformity with the provisions of the Act of 1840 and of the Act of 1864, and that the moneys from time to 32 & 33 Vict. c. xiv.

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time borrowed, and then owing by the harbour trustees, were set forth in the second schedule to that agreement, and that the wet dock and entrance basin, by the Acts of 1861 and 1863 authorised, and the said harbour, could be more conveniently held and managed if united into one undertaking, it was (among other things) enacted that in that Act the expression "the Earl" should mean the said William Earl of Lonsdale, his heirs and assigns; the expression "the harbour" should mean the harbour of Workington as defined by section 50 of the Act of 1840; and the expression "the Lonsdale Dock" should mean the wet dock constructed by the Earl under the Acts of 1861 and 1863. And by the same Act of 1869 the said agreement of the 13th day of June, 1868, which was set forth in the schedule thereto was confirmed and directed to be carried into effect. And it was further enacted that, from and after the passing of that Act, the harbour and all the estates, property, moneys, credits, assets, rights, powers, and privileges belonging to or vested in the harbour trustees under and by virtue of the Acts of 1840 and 1864, or either of them, or under any other Act or Acts, should, subject to the provisions of that Act, and, subject also to all mortgages, charges, debts, and liabilities affecting the same, become the property of and be vested in the Earl:

And whereas by the same Act it was provided that the harbour limits should include the harbour and the additional limits therein defined, and that, subject to the provisions in that Act and in the agreement in the schedule to that Act, the Earl should be bound to maintain and keep in good and efficient repair the harbour and works:

And whereas by the same Act it was (section 20) enacted that the Earl might, for the purposes of the works by that Act authorised, and for the general purposes of the harbour and the Lonsdale Dock, and in lieu of the sum which the harbour trustees were immediately before the passing of that Act authorised to borrow on mortgage under the Acts of 1840 and 1864, and in lieu of the sum which he was authorised to borrow by the Acts of 1861 and 1863, borrow on mortgage of the harbour, the Lonsdale Dock, and all the property within the harbour limits (except as therein mentioned) vested in or accruing to the Earl under the recited Acts and that Act, and of the tolls, rates, and charges by the recited Acts and that Act respectively authorised to be levied (all such harbour, dock property, tolls, rates, and charges being in that Act referred to as "the harbour estate") any sum or sums not exceeding in the whole £70,000. And it was (section 24) also declared that, in addition to the security theretofore possessed by the holders of any mortgage granted by the harbour trustees under the Acts of

1840 and 1864, and by that Act confirmed, such mortgages should, together with the interest thereon, be further charged and secured on the harbour estate, and (section 26) that, subject as therein mentioned, the Earl should, if required by any mortgagee or other creditor of the harbour trustees, pay off the debt or claim of such mortgagee or creditor, and that on every such payment the Earl should be entitled to call for and require the transfer to him of the mortgage or claim so paid off, and should thereupon rank as a creditor of the harbour estate in respect thereof:

And whereas by the same Act of 1869 the said harbour as extended, and the Lonsdale Dock railway and works constructed by the said William Earl of Lonsdale under the powers of the Acts of 1861 and 1863, were united and became vested in him as one undertaking, and it is considered that the same vested in him as real estate for or in the nature of an interest in fee simple, and from the passing of the Act of 1869 to the time of his death the said William Earl of Lonsdale continued to conduct and manage the said undertaking:

And whereas for providing funds for the execution or maintenance of works connected with the said undertaking, the said William Earl of Lonsdale borrowed from the Public Works Loan Commissioners two sums of £6,000 each, and charged the said undertaking with the payment to the said Commissioners, in respect of the advance of each such sum of £6,000, of a yearly sum of £481. 10*s.*, payable during a period of 19 years, and at the expiration of the twentieth year of all moneys which should then remain due for principal and interest on account of such advances, and the last of such payments will fall due in the years 1890 and 1891 respectively:

And whereas the income derived from the said undertaking was not sufficient during the life of the said William Earl of Lonsdale to keep down the interest of the mortgages or debentures charged thereon under the powers of the Acts herein-before referred to, and to provide for the completion and maintenance of the works connected with the said undertaking, and the said William Earl of Lonsdale from time to time expended out of his own moneys such sums as were necessary to discharge the obligations to which he had become liable in respect of the said undertaking:

And whereas the said William Earl of Lonsdale duly made his will, dated the 18th day of February, 1871, and thereby appointed his nephews, Henry Lowther, afterwards Earl of Lonsdale, and George Augustus Frederick Cavendish Bentinck, and William Nicholson Hodgson, Esquire, and Charles Hopkinson, Esquire,

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executors thereof, and he thereby gave and devised all the manors and other freehold messuages, lands, tenements, and hereditaments, situate in the counties of Cumberland and Westmoreland, or elsewhere in the United Kingdom, to which he was then or should be entitled at his decease, or of which he had then or at his decease should have the power to dispose by will (except certain hereditaments at Barnes, in the county of Surrey, therein-before devised), with their respective appurtenances, to the use of the said Henry Lowther during his life, with remainder to the use of his eldest son St. George Henry Lowther, afterwards Earl of Lonsdale, and herein-after called the late Earl, during his life, with remainder to the use of his first and every other son severally and successively according to seniority in tail male, with remainder to the use of Hugh Cecil Lowther (who upon the death of the late Earl assumed the title of Earl of Lonsdale, and is herein-after called the present Earl) the second son of the said Henry Lowther, during his life, with remainder to the use of the first and every other son of the present Earl, severally and successively according to seniority in tail male, with remainder to the use of Charles Edwin Lowther, the third son of the said Henry Lowther, during his life, with remainder to the use of the first and every other son of the said Charles Edwin Lowther severally and successively according to seniority in tail male, with remainder to the use of Lancelot Edward Lowther, the fourth son of the said Henry Lowther, during his life, with remainder to the use of the first and every other son of the said Lancelot Edward Lowther severally and successively according to seniority in tail male, with remainder to the use of the fifth and every younger son of the said Henry Lowther who should be born in his the said testator's lifetime successively during his life, with remainder to the use of his first and every other son severally and successively according to seniority in tail male, with remainder to the use of the son and sons of the said Henry Lowther who should be born after his the said testator's decease severally and successively according to seniority in tail male, with remainder to the use of his nephew William Lowther during his life, with remainder to the use of his eldest son James William Lowther during his life, with remainder to the use of his first and every other son severally and successively according to seniority in tail male, with remainder to the use of Gerard Augustus Lowther, the second son of the said William Lowther, during his life, with remainder to the use of the first and every other son of the said Gerard Augustus Lowther severally and successively according to seniority in tail male, with remainder to the use of Harold Arthur

Lowther, the third son of the said William Lowther during his life, with remainder to the use of the first and every other son of the said Harold Arthur Lowther severally and successively according to seniority in tail male, with remainder to the use of Henry Cecil Lowther, the fourth son of the said William Lowther during his life, with remainder to the use of the first and every other son of the said Henry Cecil Lowther severally and successively according to seniority in tail male, with remainder to the use of the fifth and every younger son of the said William Lowther who should be born in his the said testator's lifetime successively during his life, with remainder to the use of his first and every other son severally and successively according to seniority in tail male, with remainder to the use of the son and sons of the said William Lowther who should be born after his the said testator's decease, severally and successively according to seniority in tail male, with remainder to the use of Sir Charles Hugh Lowther, Baronet, during his life, with remainder to the use of his eldest son, George William Lowther, during his life, with remainder to the use of his first and every other son severally and successively according to seniority in tail male, with remainder to the use of James Lowther, the second son of the said Sir Charles Hugh Lowther, during his life, with remainder to the use of the first and every other son of the said James Lowther severally and successively according to seniority in tail male, with remainder to the use of the third and every younger son of the said Sir Charles Hugh Lowther who should be born in his the said testator's lifetime successively during his life, with remainder to the use of his first and every other son severally and successively, according to seniority in tail male, with remainder to the use of the son and sons of the said Sir Charles Hugh Lowther who should be born after his the said testator's decease, severally and successively, according to seniority in tail male, with remainder to the use of his own right heirs. And by his said will the said William Earl of Lonsdale empowered every person thereby made tenant for life of the manors and hereditaments thereby devised, to charge a jointure not exceeding £1,500 upon the said manors and hereditaments, and also to charge the same with any sum or sums not exceeding £40,000, for the portions of younger children, but so that no such charge for a jointure or portions should take effect unless either the person charging the same should be or become entitled to the possession or receipt of the rents and profits of the said manors and hereditaments thereby devised, or some issue of such person should or, if of full age, would have been so entitled. And the said will also contains powers of enfranchisement, partition,

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sale, and exchange to be exercised by the said George Augustus Frederick Cavendish Bentinck, William Nicholson Hodgson and Charles Hopkinson, or the survivors or survivor of them, with the consent of the tenant for life in possession, if of full age, over or in respect of the said manors and hereditaments thereby devised, and a power with the like consent to invest the moneys to arise from any such enfranchisement, partition, sale, or exchange, in the purchase of other hereditaments, to be settled to the uses and upon the trusts thereby declared of the said manors and hereditaments thereby devised, or to apply any such moneys in or towards paying off or discharging any mortgage or other charge or incumbrance for the time being, affecting all or any of the hereditaments then subject to the existing uses or trusts of the said will:

And whereas the said William Earl of Lonsdale died on the 4th day of March, 1872, without having revoked or altered his said will, so far as the same is herein-before recited, and on the 26th day of March, 1872, the said will with six codicils thereto was proved by the said Henry Lowther, then the Right Honorable Henry Earl of Lonsdale, George Augustus Frederick Cavendish Bentinck, William Nicholson Hodgson, and Charles Hopkinson, in the Principal Registry of Her Majesty's Court of Probate:

And whereas the said William Earl of Lonsdale died without having been married, and upon his decease his titles or dignities descended to his nephew, the said Henry Earl of Lonsdale, and under the limitations of the said recited will the said Henry Earl of Lonsdale also thereupon became entitled for his life to the possession or receipt of the rents and profits of the said manors and hereditaments thereby devised in strict settlement as aforesaid, including the said harbour, dock, and other property forming the said undertaking, which became vested in the said William Earl of Lonsdale as aforesaid, and as heir-at-law of the said William Earl of Lonsdale the said Henry Earl of Lonsdale also thereupon became entitled to the ultimate reversion in the same manors and hereditaments:

And whereas the said William Nicholson Hodgson died on the 2nd day of April, 1876, and the said Charles Hopkinson died on the 11th day of March, 1882, and the said George Augustus Frederick Cavendish Bentinck, now the Right Honorable George Augustus Frederick Cavendish Bentinck, is now the sole trustee of the said recited will:

And whereas the power of appointing new trustees of the said recited will of the said William Earl of Lonsdale is vested in the said George Augustus Frederick Cavendish Bentinck, and the said George Augustus Frederick Cavendish Bentinck is desirous of

appointing and intends to appoint the said James Lowther (now the Right Honorable James Lowther) and George Henry Hopkinson, Esquire, to be trustees jointly with himself of the said recited will:

And whereas the said Henry Earl of Lonsdale duly made his will, dated the 7th day of February, 1876, and thereby appointed his wife the Right Honorable Emily Susan Countess of Lonsdale, and William Stuart Stirling Crawfurd, Esquire, and the said James Lowther, executors thereof, and he also appointed his said wife guardian of the persons and fortunes of such of his sons as at the time of his decease should be under the age of 21 years during their respective minorities. And in exercise of the power in that behalf limited to him by the said recited will of the said William Earl of Lonsdale, the said Henry Earl of Lonsdale by his said will appointed to his wife the said Emily Susan Countess of Lonsdale during her life a rentcharge of £1,500, to be charged upon all the manors and hereditaments by the said recited will of the said William Earl of Lonsdale devised in strict settlement as aforesaid, and to be payable quarterly in every year, with the usual powers of entry and distress, and detention of possession and perception of rents and profits for recovering and enforcing payment of the said rentcharge. And in further exercise of the said power the said Henry Earl of Lonsdale by his said will appointed the said manors and hereditaments thereby charged with the payment of the said rentcharge unto the said William Stuart Stirling Crawfurd and James Lowther, their executors, administrators, and assigns, for the term of 100 years from the day of his decease, upon the trusts therein declared or referred to for better securing the payment of the said rentcharge. And in exercise of the power in that behalf limited to him by the said recited will of the said William Earl of Lonsdale, the said Henry Earl of Lonsdale by his said will charged all the said manors and hereditaments devised by the said William Earl of Lonsdale, in strict settlement as aforesaid, with the payment of the sum of £40,000 for the portions of such of the younger sons of him the said Henry Earl of Lonsdale, as in his said will mentioned, together with interest thereon, and appointed the same manors and hereditaments unto the said William Stuart Stirling Crawfurd and James Lowther for the term of 400 years from the day of his decease, upon the trusts in his said will declared or referred to for raising the said sum of £40,000 and the interest thereof:

And whereas the said Henry Earl of Lonsdale died on the 15th day of August, 1876, without having revoked or altered his said will, and on the 18th day of September, 1876, the same was proved by the said Emily Susan Countess of Lonsdale, William Stuart

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Stirling Crawfurd, and James Lowther, the executors thereof, in the Principal Registry of the Probate Division of the High Court of Justice:

And whereas the said Emily Susan Countess of Lonsdale is still living:

And whereas, upon the decease of the said Henry Earl of Lonsdale, his titles or dignities descended to his eldest son, the late Earl, then commonly called Viscount Lowther, who thereupon became Earl of Lonsdale, and the late Earl attained the age of 21 years on the 14th day of October, 1876:

And whereas, upon the decease of the said Henry Earl of Lonsdale, the late Earl, under the limitations of the said recited will of the said William Earl of Lonsdale, became entitled for his life to the possession or receipt of the rents and profits of the said manors and hereditaments thereby devised in strict settlement as aforesaid, including the harbour, dock, and other premises forming the undertaking, which became vested in the said William Earl of Lonsdale as aforesaid, and upon the decease of the said Henry Earl of Lonsdale, under a disposition contained in his said recited will, the late Earl also became entitled to the ultimate reversion in the same manors and hereditaments:

And whereas on the 6th day of July, 1878, the late Earl intermarried with the Right Honorable Constance Gladys Herbert, commonly called Lady Constance Gladys Herbert, now Constance Gladys Countess of Lonsdale, and there was issue of such marriage one daughter, Lady Gladys Mary Juliette Lowther, and no other child, unless a posthumous child should hereafter be born of such marriage:

And whereas the said Henry Earl of Lonsdale, who had no younger son born after the date of the said recited will of the said William Earl of Lonsdale, left the three younger sons therein named, videlicet: the present Earl, Charles Edwin Lowther, and Lancelot Edward Lowther him surviving, and they are respectively still living, and the present Earl and Charles Edwin Lowther have respectively attained the age of 21 years, but the said Lancelot Edward Lowther is still an infant under that age:

And whereas, on the 27th day of June, 1878, the present Earl, then the said Hugh Cecil Lowther, intermarried with the Right Honorable Grace Cicelie Gordon, commonly called Lady Grace Cicelie Gordon, herein-after called Grace Cicelie Countess of Lonsdale, but there has been no issue of such marriage, and on the 12th day of June, 1878, the said Charles Edwin Lowther intermarried with Kate Benjamin, but there has been no issue of such marriage:

And whereas the sum of £40,000, charged by the said Henry Earl of Lonsdale for the portions of his younger sons, under the power in that behalf limited to him by the said recited will of the said William Earl of Lonsdale, has been raised by mortgage of estates devised by or subject to the limitations of the same will, not including any part of the said harbour, dock, or other premises forming the said undertaking which became vested in the said William Earl of Lonsdale as aforesaid:

And whereas, by an indenture dated the 18th day of May, 1881, and made between the present Earl of the one part, and the late Earl of the other part, it is witnessed that, in consideration of the sum of £5,000 to the present Earl paid by the late Earl, and also in consideration of the covenant on the part of the late Earl thereinafter contained, the present Earl granted and assigned unto the late Earl, his executors, administrators, and assigns, all the honors, manors, and freehold and customary or copyhold and leasehold hereditaments and premises, and the mining capital, heir-looms, and all other the property and effects of every description respectively devised and bequeathed and settled by the said wills of the said William Earl of Lonsdale and Henry Earl of Lonsdale and by a certain indenture of re-settlement of the 11th day of November, 1876, in the said indenture in recital referred to, and which then remained, subject to the uses, trusts, or limitations of the same wills and indenture respectively, and all other the hereditaments and premises which, by virtue of the assurances therein-before referred to, or any of them, had become, and then were subject, or which should thereafter become subject, to the same uses, trusts, or limitations, or any of them, with the appurtenances, to hold the said premises unto and to the use of the late Earl, his executors, administrators, and assigns, for his and their own use for and during the life of the present Earl, and for and during all other (if any) his estate and interest in the same premises, but subject to the estates or interests having priority to the estate for life of the present Earl therein, and subject also as to such of the said premises as were comprised therein, or affected thereby, to the several charges and incumbrances in the said indenture in recital mentioned. And the said indenture in recital contains a proviso and declaration that the powers of leasing and of consenting to enfranchisements, partitions, sales, and exchanges, by the said will of the said William Earl of Lonsdale given or limited to the present Earl, should, notwithstanding the execution of the same indenture, continue exerciseable by him, with the consent of the late Earl, his executors, administrators, or assigns, and, further, that the powers of jointuring and

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charging portions by the same wills given or limited to the present Earl should continue exerciseable, and might be exercised by him as fully and effectually in all respects as if the said indenture in recital had not been executed. And by the said indenture in recital the late Earl covenanted with the present Earl for the payment of a debt of £5,000 then due from him, and interest for the same, and of the future premiums upon a policy on the life of the present Earl therein recited:

And whereas, by an indenture dated the 24th day of May, 1881, and made between the late Earl of the one part, and the said William Stuart Stirling Crawfurd and James Lowther of the other part, it is witnessed that the late Earl granted and assigned unto the said William Stuart Stirling Crawfurd and James Lowther, their executors, administrators, and assigns, all and singular the honors, manors, and freehold and customary or copyhold and leasehold hereditaments and premises, and the mining capital and heir-looms, and all other the property and effects of every description comprised in and assured by the said recited indenture of the 18th day of May, 1881, or expressed or intended so to be, with the appurtenances, to hold the said premises unto and to the use of the said William Stuart Stirling Crawfurd and James Lowther, their executors, administrators, and assigns, for and during the life of the present Earl, and for and during all other, if any, the estate and interest assured by the said recited indenture of the 18th day of May, 1881, but subject to the estates or interests having priority to the estate for life of the present Earl in the same premises, and subject also as to such of them as were comprised therein or affected thereby, to the several charges and incumbrances in the said indenture in recital mentioned. And it was thereby declared that the said William Stuart Stirling Crawfurd and James Lowther, their executors, administrators, and assigns, should stand seised and possessed of the said premises thereby assured, upon trust, in case of the death and failure of issue male of the late Earl during the lifetime of the present Earl (in which event the present Earl would succeed to the title or dignity of Earl of Lonsdale), to enter into the possession or receipt of the rents and profits of the said premises, and, during the life of the present Earl, to continue in such possession or receipt, and manage or superintend the management of the same premises, and to apply and dispose of the rents and profits thereof in the manner and upon the trusts therein mentioned, being trusts in favour of the late Earl and also in the discretion of the trustees or trustee for the time being of the said indenture in recital in favour of the present Earl and his wife, and

child or children, or any of them, or for the payment of any principal sum or sums for the time being charged upon the settled hereditaments, or in the purchase of such hereditaments as in the said indenture in recital mentioned, to be settled to such of the uses by the said recited will of the said Henry Earl of Lonsdale declared of the hereditaments and premises thereby settled as should be then subsisting, undetermined, and capable of taking effect:

And whereas the late Earl duly made his will dated the 13th day of November 1878, and thereby appointed the said William Stuart Stirling Crawfurd and James Lowther executors and trustees thereof, and after bequeathing a pecuniary legacy, the said testator devised, bequeathed and appointed all the freehold and leasehold hereditaments and premises then belonging, or which at the time of his decease should belong to him, or in or over which he had or should have any disposable interest or power of appointment, with their respective appurtenances, unto the said William Stuart Stirling Crawfurd and James Lowther, their heirs, executors, administrators, and assigns, according to the nature and tenure of the said hereditaments and premises respectively, to the same or the like uses, and upon and for the same or the like trusts, intents and purposes, and with, under and subject to the same or the like powers and provisions as under or by virtue of the said recited will of the said Henry Earl of Lonsdale and the indenture of resettlement of the 11th day of November 1876 herein-before mentioned, should, at the time of his the said testator's decease, be subsisting in the hereditaments and premises comprised in such will and resettlement respectively, but not so as to increase or multiply any charges or powers of charging:

And whereas the late Earl died on the 8th day of February 1882, leaving his wife, the said Constance Gladys Countess of Lonsdale, him surviving, and without having had any male issue, unless a posthumous son should be hereafter born to him, and also without having altered or revoked his said will so far as the same is hereinbefore recited, but such will has not yet been proved, and upon the decease of the late Earl, his eldest brother, the present Earl, assumed to be entitled to his titles or dignities, but the present Earl has not taken his seat in the House of Lords:

And whereas, upon the decease of the late Earl, the said William Stuart Stirling Crawfurd and James Lowther, as trustees of the said recited indenture of the 24th day of May 1881, entered into the possession or receipt of the rents and profits of the said manors and hereditaments devised in strict settlement by the said recited will of the said William Earl of Lonsdale, including the harbour, dock, and other premises which became vested in the said William

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Earl of Lonsdale as aforesaid; and the said William Stuart Stirling Crawfurd and James Lowther are now in such possession or receipt. And upon the decease of the late Earl the ultimate reversion in the same manors and hereditaments became subject to the uses, trusts, powers and provisions by the said recited will of the late Earl limited and declared of or concerning the freehold hereditaments thereby devised:

And whereas by a deed poll under his hand and seal dated the 18th day of February 1882, the present Earl, in exercise of the power for that purpose given by the said recited will of the said William Earl of Lonsdale, appointed to and to the use of the said Grace Cicelie Countess of Lonsdale and her assigns for her life, in case she should survive him the present Earl, a yearly rentcharge of £1,500, by way of jointure, to be charged upon the manors and hereditaments devised by the same will, and to be payable by equal quarterly payments, as in the said deed poll in recital mentioned, with the usual powers of entry and distress and detention of possession and perception of rents and profits for recovering and enforcing payment of the said rentcharge. And by the said deed poll in recital, in further exercise of the power for that purpose given by the said recited will of the said William Earl of Lonsdale, the present Earl appointed all the said hereditaments and premises therein-before charged with the said rentcharge of £1,500 unto and to the use of the said James Lowther and the Honorable Esme Stewart Gordon (commonly called Lord Esme Stewart Gordon), their executors, administrators and assigns, for the term of 200 years, to commence from the death of the present Earl, upon the trusts therein declared for further securing the payment of the said rentcharge of £1,500. And the said deed poll in recital contains a power for the present Earl by deed to revoke, alter, or vary the charge and appointment therein-before respectively contained, and by the same or any other deed to make any other charge or appointment under the said power of jointuring given by the said recited will of the said William Earl of Lonsdale:

And whereas the said William Lowther is still living, and has had issue only the four sons named in the said recited will of the said William Earl of Lonsdale, videlicet: the said James William Lowther, Gerard Augustus Lowther, Harold Arthur Lowther, and Henry Cecil Lowther, and they are all now living, and the said James William Lowther and Gerard Augustus Lowther have respectively attained the age of 21 years, but the said Harold Arthur Lowther and Henry Cecil Lowther are respectively infants under that age:

And whereas the said Sir Charles Hugh Lowther is still living and has male issue only the two sons named in the said recited will of the said William Earl of Lonsdale, videlicet: the said George William Lowther and James Lowther, his only other son, Robert Morehead Lowther, having died an infant under the age of one year:

And whereas on the 29th day of August 1872 the said George William Lowther intermarried with Mary Frances Alice Bingham, and there has been male issue of such marriage one son only, videlicet: Charles Bingham Lowther, who is now an infant under the age of two years:

And whereas the persons now living and entitled to the manors, hereditaments, and premises, subject to the uses or limitations of the said recited will of the said William Earl of Lonsdale, including the said harbour, dock, and other premises, forming the undertaking herein-before mentioned, all which said manors, hereditaments and premises are herein-after referred to as the "settled estates," are:

(*a*) William Stuart Stirling Crawfurd and James Lowther, as trustees of the indenture of the 24th of May 1881;
(*b*) Charles Edwin Lowther;
(*c*) Lancelot Edward Lowther;
(*d*) William Lowther;
(*e*) James William Lowther;
(*f*) Gerard Augustus Lowther;
(*g*) Harold Arthur Lowther;
(*h*) Henry Cecil Lowther;
(*i*) Sir Charles Hugh Lowther;
(*j*) George William Lowther;
(*k*) Charles Bingham Lowther;
(*l*) James Lowther;
(*m*) The several persons interested under the uses, trusts, powers, and provisions of the will of the late Earl;

the said William Stuart Stirling Crawfurd and James Lowther being entitled in possession during the life of the present Earl, and each of the other persons last herein-before named, except the said Charles Bingham Lowther, and the persons interested under the will of the late Earl, being tenant for life in remainder of the settled estates, and the said Charles Bingham Lowther being tenant in tail male in remainder of the same estates, and the persons interested under the will of the late Earl being entitled to the ultimate reversion of the same estates:

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And whereas the persons unborn, who may become entitled to the settled estates, are:

(*a*) Issue male of the late Earl;
(*b*) Issue male of the present Earl;
(*c*) Issue male of Charles Edwin Lowther;
(*d*) Issue male of Lancelot Edward Lowther;
(*e*) Issue male of James William Lowther;
(*f*) Issue male of Gerard Augustus Lowther;
(*g*) Issue male of Harold Arthur Lowther;
(*h*) Issue male of Henry Cecil Lowther;
(*i*) Sons hereafter born of William Lowther and their issue male;
(*j*) Sons hereafter born of George William Lowther;
(*k*) Issue male of James Lowther;
(*l*) Sons hereafter born of Sir Charles Hugh Lowther and their issue male:

And whereas the persons entitled to charges (other than mortgages upon specific lands not included in the harbour undertaking) upon or powers over the settled estates are:

(*a*) Emily Susan, Dowager Countess of Lonsdale, in respect of the jointure rentcharge of £1,500, limited to her by the said recited will of the said Henry Earl of Lonsdale;
(*b*) William Stuart Stirling Crawfurd and James Lowther, as trustees of the term of 100 years, created by the same will, for securing the said jointure rentcharge;
(*c*) Grace Cicelie Countess of Lonsdale in respect of the jointure rentcharge of £1,500 limited to her by the said recited deed poll of the 18th day of February 1882;
(*d*) James Lowther and Lord Esme Stewart Gordon as trustees of the term of 200 years created by the same deed poll for securing the last-mentioned rentcharge;
(*e*) The present Earl, in respect of the powers reserved to him by the said recited indenture of the 18th day of May, 1881:

And whereas, from the decease of the said William Earl of Lonsdale, and during his own life, the said Henry Earl of Lonsdale, as tenant for life of the settled estates, undertook and performed the duties and obligations imposed by the Act of 1869 in respect of the said harbour and dock and the works belonging thereto, and received the income derived from the said undertaking, and after the decease of the said Henry Earl of Lonsdale, and during his own life the late Earl, as tenant for life of the settled estates, undertook and performed the said duties and obligations, and also received the said income:

And whereas the said Henry Earl of Lonsdale and after his decease the late Earl from time to time applied parts of the income arising from the said undertaking, and also various sums provided out of their own moneys, in purchasing cranes, and other appliances for the purposes of the said undertaking, and in repairing, improving, and extending the works connected therewith; and during the life of the said Henry Earl of Lonsdale, and until a recent period, the income derived from the said undertaking was insufficient to defray the interest of the said mortgages or debentures charged thereupon, and to provide for the necessary expenses of the maintenance of the said undertaking:

And whereas it is considered that, upon the decease of the said William Earl of Lonsdale, the borrowing powers created by the Act of 1869 became suspended, and that such powers are now incapable of being exercised:

And whereas the said George Augustus Frederick Cavendish Bentinck and Charles Hopkinson, as trustees of the said recited will of the said William Earl of Lonsdale, and in pursuance of the power therein contained of paying off incumbrances on the settled estates with the consent of the late Earl, lately purchased mortgage debentures amounting to or representing a sum of £1,000, part of the debt charged on the said undertaking:

And whereas the amount borrowed on mortgages or debentures under the powers of the Acts herein-before referred to, and now remaining due, is the sum of £23,260, whereof mortgages or debentures amounting to or representing the sum of £6,960 belonged to the late Earl beneficially as his absolute property, and now form part of his estate:

And whereas, in consequence of the expenditure made as aforesaid by the said Henry Earl of Lonsdale and the late Earl, and the increased facilities and advantages thereby provided, and the establishment and development of various mining and other industries in the neighbourhood, the trade of the said harbour and dock, and the resort of shipping thereto, have of late greatly increased, and a large and increasing income has been derived from the said undertaking:

And whereas the said dock is of insufficient extent and depth to accommodate the shipping now resorting, or which would otherwise resort thereto, and unless additional accommodation can be provided trade will be diverted from the said harbour, and the prospects of the said undertaking will be injured and its value seriously depreciated:

And whereas it would be very beneficial to the several persons interested, or to become interested, in the settled estates if the said

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George Augustus Frederick Cavendish Bentinck, James Lowther, and George Henry Hopkinson, or other the trustees or trustee for the time being of the said recited will of the said William Earl of Lonsdale, were authorised to make and construct an additional dock adjacent or near to the existing Lonsdale Dock, on land devised and settled by the said recited will of the said Henry Earl of Lonsdale, and for that purpose to purchase and take the land required for the site of such additional dock and the works connected therewith; and an agreement, dated the 26th day of April 1882, has been entered into between the said William Stuart Stirling Crawfurd and James Lowther as trustees of the said recited will of the said Henry Earl of Lonsdale of the first part, the present Earl of the second part, and the said George Augustus Frederick Cavendish Bentinck as trustee of the said recited will of the said William Earl of Lonsdale of the third part, for the sale to the said George Augustus Frederick Cavendish Bentinck of so much of the land devised by the said recited will of the said Henry Earl of Lonsdale situate within the limits of deviation marked on the deposited plans herein-after referred to as shall be required for the site of the said additional dock and the works connected therewith:

And whereas it is desirable that the said George Augustus Frederick Cavendish Bentinck, James Lowther, and George Henry Hopkinson, or other the trustees or trustee for the time being of the said recited will of the said William Earl of Lonsdale, should be enabled to raise the moneys required for the construction of the proposed dock and works, and for the acquisition of land, by mortgage of the existing undertaking, and also of the proposed new works, and (if found expedient) by mortgage of any other part of the settled estates:

And whereas it would be advantageous to the several persons interested or to become interested in the settled estates, if such powers as are in this Act contained were conferred on the said George Augustus Frederick Cavendish Bentinck, James Lowther, and George Henry Hopkinson, or other the trustees or trustee for the time being of the said recited will of the said William Earl of Lonsdale, with respect to the sale of the existing undertaking, and the dock and works by this Act authorised, and (whether such dock and works shall or shall not have been commenced or completed) of all or any of the rights, property, powers, and privileges of the said trustees or trustee as the undertakers for the purposes of this Act:

And whereas it is expedient that the said George Augustus Frederick Cavendish Bentinck, James Lowther, and George Henry Hopkinson, or other the trustees or trustee for the time being of

the said recited will of the said William Earl of Lonsdale, and the London and North-western Railway Company, and the Furness Railway Company, and the Cleator and Workington Junction Railway Company should be empowered to enter into working and traffic arrangements with reference to the proposed dock and works as by this Act provided:

And whereas it is expedient to authorise the said George Augustus Frederick Cavendish Bentinck, James Lowther, and George Henry Hopkinson, or other the trustees or trustee for the time being of the said recited will of the said William Earl of Lonsdale, to take rates or tolls on goods and warehouse and wharfage and other rates, rents and tolls as in this Act mentioned:

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

And whereas plans and sections of the intended works, showing the lines and levels thereof respectively, and the lands through or on which the same are intended to pass or be made, or which may be required for the purposes of this Act, together with a book of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and of the occupiers or such lands, have been deposited with the clerk of the peace for the county of Cumberland, and are herein referred to as the deposited plans and sections and book of reference:

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.) Preliminary.

Short title.

1. This Act may be cited as the Workington Dock and Harbour Act, 1882.

Undertakers of Act.

2. The powers of this Act and of the recited Acts shall be exercised by the said George Augustus Frederick Cavendish Bentinck, James Lowther, and George Henry Hopkinson, and the survivors and survivor of them, and executors or administrators of such survivor, or the trustees and trustee for the time being of the recited will of the said William Earl of Lonsdale (all of whom are in this Act referred to as the Trustees), and the Trustees shall be deemed to be the undertakers for the purposes of this Act.

Incorporation of general enactments.

3. The Lands Clauses Consolidation Acts, 1845, 1860, and 1869, and the following sections of the Railways Clauses Act, 1863 (that is to say), section 13, "Lights on works"; section 18, "Abatement

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of works abandoned or decayed"; and section 19, "Survey of works by Board of Trade"; and the Harbours Docks and Piers Clauses Act, 1847 (except section 25, "Rates not to be taken until the works shall be completed," and section 26, "Certificate of the magistrate to be evidence that harbour &c. is completed"), are (except where expressly varied by this Act) hereby incorporated with this Act:

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
10 & 11 Vict. c. 27.
26 & 27 Vict. c. 92.

Provided that the words "work and railway" in the above-mentioned sections of the Railways Clauses Act, 1863, shall be taken to mean the works authorised by this Act:

Provided also that the provisions of the Harbours Docks and Piers Clauses Act, 1847, "with respect to life-boats," and "with respect to keeping a tide and weather gauge," shall not be in force for the purposes of this Act, unless and except in so far only as the Board of Trade, by notice in writing to the Trustees, shall require the Trustees to observe and conform to those provisions respectively.

Interpretation of terms.

4. In and for the purposes of this Act (unless the context otherwise requires) words and expressions to which meanings are assigned by the Acts incorporated herewith have the same respective meanings:

Provided that the expression "superior court" or "court of competent jurisdiction," or any other like expression in this Act or any Act incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

The expression "wharfs" shall include wharfs, quays, piers and places for receiving, storing, depositing, and loading and unloading goods, but shall not include enclosed yards and depôts, or warehouses.

Limits of harbour.

5. From and after the commencement of this Act the limits of the harbour of Workington shall for the purposes of the recited Acts and of this Act and for all purposes whatsoever include the harbour limits as defined by the Act of 1869, and the additional limits following (that is to say):

So much of the parcel of land called Siddick, in the township of Seaton in the parish of Camerton, in the county of Cumberland, and so much of the foreshore in front thereof as is included within the bounds and limits following (that is to say): Beginning at the present harbour boundary at the commencement of the open timber jetty on the north side of the harbour, near to the watch-tower of the Lonsdale Dock, and extending from thence for two hundred and fifty yards in a

north-north-easterly direction, thence for three hundred and fifty yards due north, thence due west to low-water mark of spring tides, thence along such low-water mark to the present harbour boundary on the north side of the River Derwent, and thence along the said harbour boundary on the north side of the River Derwent, until it reaches the commencement of the said open timber jetty, being the place where the said limits begin.

(II.) New Dock and Works.

Power to execute works.

6. Subject to the provisions of this Act the Trustees may make and maintain in the lines and according to the levels shown on the deposited plans and sections, the works authorised by this Act, with all proper conveniences connected therewith, and may enter on, take, and use such lands delineated on the deposited plans and described in the deposited book of reference as may be required for that purpose. Provided that the powers conferred by this section of taking lands compulsorily shall only be exerciseable in respect of the interests of the lessees and occupiers of and in the lands described in the Schedule (A) to this Act.

Description of works authorised.

7. The works authorised by this Act are the following:

A new wet dock, entrance basin, and an entrance or channel for connecting such wet dock and entrance basin with the waters of Workington harbour, such wet dock entrance basin and channel commencing in the township of Seaton, in the parish of Camerton, at the north side of the low-water channel of the River Derwent, opposite or nearly opposite to the breakwater in extension of John Pier, and terminating at or near the parcel of land called Siddick, also in the said township and parish.

Power to construct subsidiary works.

8. In connexion with, or as subsidiary to the works authorised by this Act, the Trustees may also make and maintain all necessary gates piers sluices cuts culverts channels embankments wharfs jetties quays landing staithes drops railways tramways siding scranes sheds offices houses warehouses buildings machinery for loading and unloading ships and vessels and storing merchandise or otherwise roads and approaches and fixed and opening bridges.

Deviation in execution of works.

9. In the execution of the works authorised by this Act, the Trustees may deviate from the several lines and levels respectively shown on the deposited plans and sections laterally to any extent not exceeding the limits of deviation shown on those plans, and vertically to any extent not exceeding ten feet from the levels

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shown on those sections. Provided that no deviation of a work shall be made from the lines thereof shown on the deposited plans even within the limits of deviation shown on such plans in such manner as to diminish the navigable space of the River Derwent without the previous consent of the Board of Trade or otherwise than in such manner as is expressly authorised by the Board of Trade.

Period for completion of works.

10. The works shown on the deposited plans shall be completed within seven years from the commencement of this Act, and on the expiration of that period the powers by this Act granted to the Trustees for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then have been completed.

Period for compulsory purchase of lands.

11. The powers hereby given for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of five years from the commencement of this Act.

Power to acquire additional lands by agreement.

12. In addition to other lands which the Trustees are by this Act authorised to take compulsorily, they may for the purposes of this Act acquire by agreement any lands or other hereditaments or any easement, power or right in, over, or affecting the same.

Persons under disability may grant easements.

13. The several persons by the Lands Clauses Consolidation Act, 1845, enabled to sell and convey or release lands, may make to the Trustees grants of any easements, powers, and rights in, over, or affecting lands which they are by this Act authorised to purchase, and may consent to the execution by the Trustees of any works which they are by this Act authorised to execute on any lands not belonging to them.

Power to make approaches and other subsidiary works and conveniences.

14. The Trustees may erect and construct all proper approaches dolphins guide piles buoys lights beacons moorings mooring-posts fixed and opening bridges warehouses buildings telegraphs and other works and conveniences in connexion with and for the better use and occupation of the harbour docks and relative works within the limits of the harbour or adjacent thereto, and may from time to time maintain alter remove renew and replace any such works and conveniences Provided that as regards the south side of the river channel nothing in this section shall be taken to enlarge the powers conferred by the Act of 1869.

Terms on which lines &c. to be used by the London and

15. The London and North-western Railway Company shall have a right to use in perpetuity, for the conveyance of coal, minerals, goods and other merchandise, the lines and tramways at any time hereafter constructed by or belonging to the Trustees, and leading

from the London and North-western Railway to the new dock authorised by this Act, and also a right to use the staithes and other conveniences on and around the said dock, upon and subject to the same terms and conditions and in all respects as if they were part of and included in the lines, tramways, staithes, and conveniences mentioned in section 42 of the Workington Harbour (Transfer) Act, 1869.

North-western Railway Company.

16. The Cleator and Workington Junction Railway Company (in this section called the Cleator Company) shall have a right to use in perpetuity for the conveyance of coal, minerals, goods, and other merchandise, the lines and tramways belonging to the Trustees from the Cleator and Workington Junction Railway to the Lonsdale Dock and to the dock authorised by this Act, and also a right to use the staithes and other conveniences on and around the said docks; and in consideration of such use the Cleator Company shall pay to the Trustees for five years, from the 1st day of July 1882, an annual rent of £350, by equal half-yearly payments, for all coal, minerals, goods, and merchandise conveyed on the said lines and tramways; and at the end of such five years the said annual rent of £350 shall be revised, and shall be increased or decreased in proportion as the aggregate traffic for such five years shall show an increase or decrease on the five years immediately preceding, and so from time to time, it being understood that the said rent of £350 per annum represents a total of seventy thousand tons of coal, minerals, goods, and merchandise, and a like revision shall take place at the end of every five years in perpetuity; and the Trustees shall, for the purpose of such revisions, have reasonable access to the books and accounts of the Cleator Company; and the lines, tramways, and staithes used by the Cleator Company shall, in addition to the payment of the said rent, be maintained in efficient repair and working order by them at their cost; but the Trustees, in respect of any other person or company using the said lines, tramways, and staithes, or any of them, shall contribute to the repair of such lines, tramways, and staithes as may be used for the traffic of such other person or company, according to the proportion which such traffic may bear to the traffic of the Cleator Company upon the same lines, tramways, and staithes. Provided that the Cleator Company shall have no exclusive right to the use of the said lines and tramways, staithes, and other conveniences, but only a right to use the same for their traffic in common with the Trustees, their lessees, and other persons using the same; and the Cleator Company shall abide by all such rules and regulations as shall be from time to time mutually agreed upon by the

Terms on which lines &c. to be used by the Cleator and Workington Junction Railway Company.

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Trustees or their lessees and the Cleator Company for the due conduct of their traffic on the said lines and tramways and at the said docks belonging to the Trustees; and in case any difference shall arise between the Trustees or their lessees and the Cleator Company in reference to the mode of user, or to the rules and regulations so to be made as aforesaid, such difference shall be settled by the Board of Trade or by an arbitrator to be appointed by them at the request of either party, and the costs of such arbitration thall be borne by the said parties in equal shares.

(III.) GENERAL POWERS AND DUTIES OF TRUSTEES.

Maintenance of harbour and docks.

17. The Trustees shall be bound to maintain and keep in good and efficient repair the harbour docks and other works within the limits of the harbour, and all quays wharves piers and other erections belonging thereto, with such improvements as may from time to time be found necessary and to maintain a depth of water in the harbour not less than the depth required by the Act of 1869.

Removal of impediments to navigation.

18. The Trustees may within the limits of the harbour from time to time remove any obstruction to safe and convenient navigation, and may remove all shingle rocks and shoals either above or below high-water mark within such limits, and may erect and maintain such works on either side of the entrance of the harbour or on the foreshore adjoining thereto as may be necessary or expedient for the secure and convenient entrance of the harbour and for the effectual protection of the same.

Appointment of additional officers.

19. The Trustees may from time to time appoint and remove such additional harbour-masters dock-masters pilots collectors constables officers and servants as they may deem requisite for the execution of any of the purposes of this Act and the recited Acts, and may determine their respective authorities duties and remuneration.

Power to dredge and cleanse harbour &c.

20. The Trustees shall from time to time enter on and dredge, and scour, and may deepen the bed or soil of the harbour and of the River Derwent opposite to and seaward of the dock by this Act authorised, and may provide, maintain, and use dredgers, hoppers, and other appliances for that purpose as they may see fit.

Traffic arrangements with companies.

21. The Trustees on the one part and the London and North-western Railway Company, and the Furness Railway Company, and the Cleator and Workington Junction Railway Company, or either of those companies, or a joint committee or committee of those companies, or any of them, on the other part, are hereby empowered

with respect to the dock and works by this Act authorised to enter into such agreements and do such things as the said William Earl of Lonsdale on the one part, and the Whitehaven Junction Railway Company, and Cockermouth and Workington Railway Company on the other part, were empowered to enter into and do by the Act of 1861 with respect to the dock and works by that Act authorised, and sections 57 to 62 of that Act shall for the purposes of this section be deemed to be incorporated with this Act and be read as if the Trustees were therein mentioned instead of the said Earl, and as if the London and North-western Railway Company the Furness Railway Company and the Cleator and Workington Junction Railway Company were therein mentioned, together with the said Whitehaven Junction Railway and Cockermouth and Workington Railway Companies.

Trustees may provide steam tugs, &c.

22. The Trustees may from time to time build, purchase, contract for or hire, and may maintain, hold, use, and let steam tugs or other power, and harbour boats, and hopper or ballast boats, as they may from time to time think necessary, for the use and accommodation of vessels frequenting the harbour and docks, and may employ and pay such persons as they may think fit to form the crews of such steam tugs and boats.

Contracts for towing vessels.

23. The Trustees may, in connexion with the harbour and docks, from time to time make such contracts for towing vessels by their steam tugs, or boats, whether within or beyond the harbour and docks, or both within and beyond the harbour and docks, as they may think fit.

Power to construct warehouses.

24. The Trustees, for the necessary purposes only of the harbour and docks, may construct and maintain such warehouses, storehouses, wharfs, sheds, and other buildings, yards, and works as they may deem necessary for the accommodation of goods shipped or unshipped within the harbour and docks, and may for the like purpose construct and maintain upon the quays closed or unclosed sheds, and may erect or provide such cranes, weighing and other machines, weights, and measures as they think necessary for loading, unloading, measuring, or weighing such goods.

Power to lease warehouses, cranes, &c.

25. The Trustees may lease or grant the use or occupation of any yards, warehouses, buildings, sheds, cranes, and weighing or other machines provided by them, at such rents and upon such terms and conditions as shall be agreed upon between the Trustees and the persons taking, using, or occupying the same: Provided that no such lease shall be granted for a longer period than three years.

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Trustees may provide water for vessels.

26. The Trustees may supply water to vessels using the harbour or docks, and may make such reasonable charges for or in respect of the supply of such water as they from time to time think fit.

Works authorised by Act and existing harbour and dock to be managed as one undertaking.

27. The dock and works by this Act authorised and the existing harbour dock and works shall be held worked and managed by the Trustees as one undertaking.

Additional powers as to byelaws.

28. In addition to the powers of making byelaws contained in the Acts relating to the harbour and docks and in the Harbours Docks and Piers Clauses Act, 1847, the Trustees may, subject to the provisions of the last-mentioned Act, from time to time make, alter, and repeal such byelaws, to be confirmed by the Board of Trade, as they shall think fit, for all or any of the following purposes (that is to say):

For preventing and removing obstructions or impediments to shipping and traffic within the harbour and docks and at and about the quays and other works thereof:

For berthing or removing vessels and floats of timber in any part of the harbour and docks and for regulating the duties and conduct of porters, carters, hackney coachmen, boatmen, lumpers, jobbers, stevedores, coal trimmers, measurers, weighers, and meters, by whomsoever employed or appointed, and all other like persons at the harbour and docks, and for preventing the use of obscene, indecent, or profane language, and for prohibiting persons convicted of contravention of any byelaws, regulations, or orders at the harbour and docks, or of theft or dishonesty, or otherwise of known bad character, from resorting thereto:

For regulating the conduct of the owners, masters, and crews of vessels, whether propelled by steam or not, with regard to the rate of speed at which they may proceed within the harbour and docks, the taking on board and landing, or putting out passengers and goods, and the piloting and towing of vessels, and the size and number of vessels to be towed at one time in one train:

For regulating the time, terms, and conditions to be applicable to the occupation and use of, and the recovery of rates exigible for sheds, cranes, weighing machines, machinery, and appliances and conveniences of all kinds at the harbour and docks, and the traffic generally connected therewith:

For licensing steam tugs or other power belonging to any person for such periods and on such terms and conditions as the Trustees see fit;

For regulating the time during which vessels shall have their hatchways closed when not actually loading or discharging thereby:

For regulating the time during which vessels may remain in the harbour or docks:

For regulating the removal and disposal of all ballast brought by vessels entering the harbour or docks, and for regulating the supply of ballast to vessels in the harbour or docks, and for preventing ballast being thrown or allowed to fall overboard.

Provided that byelaws made under the authority of this Act shall not require the confirmation of any judge or of any other authority than the Board of Trade.

(IV.) Rates, Tolls, and Charges.

Tonnage rates on vessels.

29. In lieu of the tonnage rates or duties on shipping specified in section 26 of the Act of 1840, section 49 of the Act of 1861, and section 22 of the Act of 1863, the Trustees may on and from the commencement of this Act from time to time demand and take for every vessel (except a steam-tug or lighter when in use as such) using or entering the harbour or docks, and for every vessel (except as aforesaid) leaving the harbour or docks, any sum for every ton measurement of such vessel not exceeding the rates mentioned in the Schedule (B) to this Act, and every such sum shall be payable by the master of such vessel.

Further rates on vessels remaining more than forty-two days.

30. If any such vessel using the harbour or docks, whether it has previously paid or been liable to pay any such tonnage rates or not, remain in the harbour for more than forty-two days, the Trustees may demand and take for such vessel a further rate not exceeding twopence a ton for every week, and so in proportion for any period less than a week during which the vessel so remains beyond forty-two days; but no such additional rate shall be payable for any vessel prevented from leaving the harbour or docks by any embargo or by stress of weather; and in the case of any vessel which shall have used or entered the harbour or docks, and in respect of which all the rates, tolls or charges which may by this Act be demanded shall have been paid, and shall have gone to sea and put back from stress of weather, the number of days such vessel shall have used the harbour or docks before going to sea and the number of days such vessel shall use the harbour or docks after so putting back (excluding the time she shall have been at sea) shall be accounted as the number of days such vessel shall have used the harbour or docks, and such vessel shall not be liable on so putting

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back to pay any of the rates mentioned in the Schedule (B) to this Act.

Power to agree for payment of special rates by certain vessels.

31. The Trustees may from time to time agree with the master or owner of any steam vessel trading to or from the harbour or docks for the payment in respect of such vessel of such special rates, tolls or charges, other than those mentioned in the Schedule (B) to this Act, as they shall think fit: Provided that the same rates shall be charged to all such vessels equally under the same circumstances.

Rates on passengers and luggage.

32. The Trustees may demand and take for every passenger, including his ordinary luggage, not exceeding fifty-six pounds in weight, embarking or disembarking within any dock or basin, or at or upon any pier, quay, wharf, jetty, or other work of the like nature, now or hereafter vested in or constructed or acquired by the Trustees, any sum not exceeding one shilling, and for all luggage belonging to any passenger beyond fifty-six pounds in weight, they may demand and take any further sum not exceeding threepence per hundredweight:

Rates on goods as in Schedule (C).

33. The Trustees may from time to time demand and take for all goods which are shipped or unshipped, conveyed, received, or delivered within the harbour or docks, or at or upon any pier, quay, wharf, jetty, or other work of the like nature, now or hereafter vested in or constructed or acquired by the Trustees, or upon or from the lands of the Trustees, or which shall be discharged from one vessel into another vessel, or into the waterway of the harbour or docks, any sum not exceeding the several rates in the Schedule (C) to this Act, and every such rate shall be payable by the owner or consignee of the goods.

Rates for warehouses, cranes, &c. as in Schedule (D).

34. The Trustees may from time to time demand and take for the use of any of the warehouses, wharfs, cranes, and weighing machines belonging to them from the owner or person having the charge of any goods deposited therein, or loaded, unloaded, or weighed by means thereof, any rates not exceeding the several rates specified in the Schedule (D) to this Act.

Rate for shipment of coals, &c. at dock.

35. The Trustees may (in addition to any other sums which they are by this Act empowered to demand) demand and take for the shipment at the docks of coals, coke, culm, or iron ore by means of drops any sum not exceeding twopence per ton.

Charges for steam tugs.

36. The Trustees may, from time to time, fix such rates or charges as appear to them reasonable for or in respect of steam tugs or other power maintained, used, and let or licensed by them, and

such rates or charges shall be paid by the owner, agent, master, consignee, or other person having charge of the vessel obtaining the assistance of such steam tug or other power, to the Trustees, or to the lessee, or to the person with whom they may contract, or to the owner of such steam tug or other power, if licensed by the Trustees, as the case may be; Provided that vessels not actually requiring or obtaining the use of a steam tug or other power may be charged a rate not exceeding one half of the rates charged to similar vessels actually using the steam tugs or other power: Provided also that no vessels propelled by steam shall be liable to pay any rates or charges in respect of steam tugs or other power unless they actually avail themselves thereof.

Charges for services not otherwise provided for.

37. The Trustees may make reasonable charges for the assistance of harbour boats and crews to assist vessels in or out of the harbour, and for all other work done or services rendered not otherwise expressly provided for by this Act.

Power to agree for payment of special rates by certain vessels.

38. The Trustees may from time to time agree with the master or owner of any fishing vessel belonging to or entering or trading to or from the harbour or docks or any steam or fishing vessel occasionally calling at the harbour or docks for the payment in respect of such vessels of such special rates, tolls or charges, other than those mentioned in the Schedule (B) to this Act as they shall think fit: Provided that all fishing or steam vessels of the same class shall be entitled to equal treatment.

Rates to be charged equally.

39. The rates, tolls, and charges by this Act authorised to be levied shall at all times be charged equally to all persons in respect of the same class or description of vessel or of voyages, and the same description of goods; and all the said rates, tolls, and charges shall be payable to the Trustees at their office at the harbour, or at such other place as they may from time to time fix and appoint, and for all such rates, tolls, and charges the Trustees, in addition to all other available remedies, may retain in security any goods or property of the party or parties liable to the payment of the same, and may, in default of payment, sell such goods or property, or any part thereof, and apply the proceeds in payment of such rates, tolls, and charges, and the expense of sale.

Trustees may appoint meters, &c.

40. The Trustees may appoint such person or persons as they may think fit to be meters and weighers within the limits of the harbour, and no persons except such as shall be appointed or allowed by the Trustees shall exercise the calling of meter or weigher therein.

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Collection of rates.

41. The several rates, tolls, and charges by this Act authorised to be demanded and taken by the Trustees may be demanded and taken by such persons, at such places, at such times, and under such regulations as the Trustees may from time to time appoint.

Recovery of tolls &c.

42. The Trustees may, in addition to any other remedies for the recovery of rates, tolls, and charges, recover the rates, tolls, and charges by this Act made payable for any vessel from the owner or master thereof, and the rates, tolls, and charges made payable for animals, goods, or things, from the owner or consignee of the animals, goods, or things, and in every such case the rates, tolls, and charges may be recovered by the Trustees in any court of competent jurisdiction.

Deduction of one fourth of tolls &c. in respect of vessels using harbour only.

43. In respect of vessels using the harbour only and not entering the docks authorised by the Act of 1863 and by this Act, a deduction of one fourth shall be made from the rates, tolls, and charges specified in Schedule (B) to this Act.

Saving rights to anchorage dues.

44. Nothing in this Act contained shall prevent or hinder the dues known as anchorage dues, within the harbour of Workington, from being paid or payable by the master or person having the charge of every vessel now liable to pay the same to the lord or lords for the time being of the respective manors of Workington and Seaton, or to their assigns, as the same were paid before the passing of this Act.

Anchorage dues to be collected as before.

45. The anchorage dues aforesaid shall from time to time be collected and paid by the Trustees in the same manner and on the same terms in all respects as before the passing of this Act those anchorage dues were collected and paid over to the lords respectively of the manors of Workington and Seaton.

Trustees to exhibit lights.

46. The Trustees shall, at the outer extemity of their harbour works, exhibit and keep burning from sunset to sunrise such lights (if any) as the Corporation of Trinity House Deptford Strond shall from time to time direct.

(V.) Borrowing by Trustees.

Power of Trustees to borrow.

47. For the purposes of the works authorised by this Act the Trustees may from time to time borrow and reborrow such sums as they require not exceeding altogether the sum of two hundred and fifty thousand pounds, and may secure repayment of the sums borrowed or reborrowed by mortgage of the rates tolls and charges by the recited Acts and this Act authorised to be levied, and (as a

collateral security) of such part or parts of the settled estates as they think fit, other than the harbour docks and other property forming part of the harbour undertaking and any other part of the settled estates for the time being comprised in any Parliamentary undertaking.

Sections of Companies Clauses Act incorporated. 8 & 9 Vict. c. 16.

48. Sections 41 and 42, and sections 45 to 54 inclusive of the Companies Clauses Consolidation Act, 1845, with respect to the borrowing of money on mortgage, are hereby incorporated with this Act, and the expressions "the directors," "the company," "the secretary" in those sections shall be read as applying to the Trustees.

Application of moneys borrowed.

49. All moneys borrowed by the Trustees under the authority of this Act shall be applied to the purposes of this Act to which capital is properly applicable.

Arrears may be enforced by appointment of a receiver.

50. Mortgagees under this Act may enforce payment of arrears of interest or principal or of principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of principal, the amount owing to the mortgagees by whom application for a receiver is made shall not be less than five thousand pounds in the whole.

Trustees may concur in transfer &c. of mortgages.

51. The Trustees may from time to time make and concur in all such transfers of and other dealings with any mortgage made under the powers of this Act, and may procure all such releases or reconveyances of the rates tolls charges and hereditaments comprised therein or any part thereof, and may make, concur in, and procure all such other dealings with and dispositions of any such mortgage, or the rates tolls charges and hereditaments comprised therein, or any part thereof as the Trustees may from time to time think expedient.

Mortgages to be redeemable.

52. Every mortgage authorised by this Act shall be and be made redeemable either by the Trustees or by the person for the time being entitled to the actual possession or to the receipt of the rents and profits of the hereditaments, or of the rates tolls and charges comprised therein.

Saving for existing mortgages.

53. Nothing in this Act shall prejudice or affect the several priorities or preferences as between themselves (if any) of the several mortgages granted by the harbour trustees or by the said William Earl of Lonsdale or by any other person before the commencement of this Act, and in force immediately before the commencement of this Act, and those mortgages shall respectively remain a charge on the property comprised therein, in the same

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order and shall, while in force, be of like validity and effect in all respects as if this Act had not been passed.

(VI.) POWER WITH RESPECT TO SALE OF UNDERTAKING.

Power of Trustees with respect to sale of harbour undertaking.

54. At any time after the commencement of this Act the Trustees may enter into agreements and contracts with any company incorporated by Act of Parliament or any harbour trustees or commissioners, or with any person or persons acting on behalf of any company proposed to be incorporated by Act of Parliament, or on behalf of any harbour trustees or commissioners proposed to be constituted for the sale and transfer to such company, harbour trustees or commissioners of the harbour undertaking, docks and works, and (whether the works authorised by this Act shall or shall not have been commenced or completed) of all the rights, property, powers and privileges of the Trustees as the Undertakers for the purposes of this Act (collectively herein-after referred to as "the harbour undertaking") subject to all mortgages, charges, debts, and liabilities affecting the same. Provided that no such agreement or contract shall have any effect as respects the sale and transfer of the harbour undertaking except so far as the same is confirmed by Parliament.

Consideration for sale.

55. Any such agreement or contract shall provide (subject to confirmation as aforesaid) that the consideration for any such sale or transfer may be either a cash payment or payments or a perpetual annuity charged on the harbour undertaking, or may be debentures, debenture stock or preference shares or stock of or in any trust company or other corporate body formed or empowered to purchase the harbour undertaking, or may be partly by one and partly by another or others of the foregoing methods.

(VII.) GENERAL AND SAVING CLAUSES.

Expenses of Act.

56. Notwithstanding anything in this Act contained all costs, charges, and expenses of and incidental or preparatory to the obtaining and passing of this Act, shall, on the passing thereof, be paid by the Trustees out of any moneys borrowed under this Act, or out of any moneys in their hands arising from an exercise of the powers of enfranchisement partition sale and exchange contained in the said will of the said William Earl of Lonsdale; and the Chancery Division of the High Court of Justice may from time to time upon the petition of any party or parties interested to be presented in a summary way or upon an application by summons in Chambers, make such order or orders as to the said Court shall seem meet for

ascertaining or taxing the said costs, charges, and expenses, and for ascertaining or taxing the costs, charges, and expenses of or relating to such application, and may also from time to time make an order for the payment of all such costs, charges, and expenses out of any moneys hereby made applicable for that purpose.

Trustees receipt to be a discharge.

57. Every receipt from time to time given by the Trustees for any money or shares or stock received by them under this Act shall be a discharge for the same and from all liability claims and demands in respect thereof.

Indemnity of Trustees.

58. The several persons who from time to time are Trustees under this Act, their heirs executors and administrators respectively, shall not be answerable the one for the other of them, or any of them, for any involuntary loss or expense, or for any loss or expense whatsoever, unless the same shall happen or be occasioned by their or his wilful default or breach of trust and they respectively out of moneys coming to their respective hands by virtue of this Act may reimburse themselves respectively, and allow to the others of them respectively their respective costs charges and expenses in and about the execution of this Act.

Saving rights of the lords of the manors of Workington and Seaton respectively.

59. Nothing in this Act, except as by this Act is expressly provided, shall take away lessen prejudice or alter any of the estates rights privileges franchises powers or authorities of the respective lords for the time being of the manors of Workington and Seaton respectively.

Saving rights of the Crown in the foreshore.

60. Nothing contained in this Act shall authorise the Trustees to take use or in any manner interfere with any portion of the shore or bed of the sea, or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown, the management of which is vested in the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in this Act extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her heirs or successors.

Application of sec. 61 of Act of 1840.

61. Section sixty-one of the Act of 1840 (Rights of Fishery reserved and protected) is hereby expressly declared to apply as if it were with any necessary modification re-enacted in this Act.

General saving.

62. Saving always, so far as regards the settled estates or any part thereof, but not further or otherwise, to the Queen's most Excellent Majesty, Her heirs and successors, and every other person and body politic and corporate, and their respective heirs successors

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executors administrators and assigns (other than and except the several persons who by this Act are expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever in to out of or upon the settled estates or any part thereof as they or any of them had before the commencement of this Act, or could or might have had or enjoyed if this Act were not passed.

Exceptions from general saving.

63. The following persons are excepted out of the general saving in this Act contained, and are accordingly the only persons bound by the provisions of this Act, so far as regards the settled estates or any part thereof, that is to say:

(*a*) George Augustus Frederick Cavendish Bentinck, James Lowther, and George Henry Hopkinson and other the trustees and trustee for the time being of the said recited will of the said William Earl of Lonsdale;

(*b*) William Stuart Stirling Crawfurd and James Lowther as trustees of the indenture of the 24th of May 1881;

(*c*) The present Earl and his first and other sons and the heirs male of their respective bodies;

(*d*) Charles Edwin Lowther and his first and other sons and the heirs male of their respective bodies;

(*e*) Lancelot Edward Lowther and his first and other sons and the heirs male of their respective bodies;

(*f*) William Lowther;

(*g*) James William Lowther and his first and other sons and the heirs male of their respective bodies;

(*h*) Gerard Augustus Lowther and his first and other sons and the heirs male of their respective bodies;

(*i*) Harold Arthur Lowther and his first and other sons and the heirs male of their respective bodies;

(*j*) Henry Cecil Lowther and his first and other sons and the heirs male of their respective bodies;

(*k*) Sons hereafter born of William Lowther and the heirs male of their respective bodies;

(*l*) Sir Charles Hugh Lowther;

(*m*) George William Lowther;

(*n*) Charles Bingham Lowther and the heirs male of his body;

(*o*) The second and other sons hereafter born of George William Lowther and the heirs male of their respective bodies;

(*p*) James Lowther and his first and other sons and the heirs male of their respective bodies;

(*q*) Sons hereafter born of Sir Charles Hugh Lowther and the heirs male of their respective bodies;

(*r*) Emily Susan Dowager Countess of Lonsdale, in respect of the jointure rentcharge of £1,500 limited to her by the recited will of the said Henry Earl of Lonsdale;

(*s*) William Stuart Stirling Crawfurd and James Lowther as trustees of the term of 100 years, created by the same will for securing the said jointure rentcharge;

(*t*) Grace Cicelie Countess of Lonsdale in respect of the jointure rentcharge of £1,500 limited to her by the recited deed poll of the 18th day of February, 1882;

(*u*) James Lowther and Lord Esme Stewart Gordon as trustees of the term of 200 years created by the same deed poll for securing the last-mentioned jointure rentcharge;

(*v*) The persons interested under the will of St. George Henry Earl of Lonsdale in the ultimate reversion of the settled estates.

Provision as to general Acts. 17 & 18 Vict. c. 104.

64. Nothing in this Act shall be deemed or construed to exempt the harbour or the limits of the harbour from the provisions of the Merchant Shipping Act, 1854, and of any Act amending that Act, or of any present or future general Act relating to harbours, or to dues on shipping or goods carried in ships, or to lights buoys and beacons, or from the rights powers and privileges of the general lighthouse authorities, or from the revision and alteration under the authority of Parliament of the rates authorised by this Act.

Commencement of Act.

65. Except as provided by section 56 (expenses of Act) this Act shall not commence take effect or have any operation until the 1st day of January 1883, nor, except as aforesaid, in any case if and so long as there shall be issue male of the late Earl.

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SCHEDULE (A).

Parish of Camerton (township of Seaton) in the county of Cumberland.

No. on deposited Plan.	Description of Property.	Lessees or reputed Lessees.	Occupiers.
10	Slag bank -	The Workington Hæmatite Iron and Steel Company, Limited (as to an easement).	The Workington Hæmatite Iron and Steel Company, Limited.
11	Slag bank -	The Workington Hæmatite Iron and Steel Company, Limited (as to an easement).	The Lowther Hæmatite Iron Company, Limited.
12	Hut - -	The Workington Hæmatite Iron and Steel Company, Limited (as to an easement).	The Lowther Hæmatite Iron Company, Limited.
13	Slag railway -	The Workington Hæmatite Iron and Steel Company, Limited (as to an easement).	The Lowther Hæmatite Iron Company, Limited.
14	Iron store -	Rudolph Feldtmann, Augustus Helder, James Gibson Dees, Gottlieb Heinrich Feldtmann, and William Lumsden Perry	Rudolph Feldtmann, Augustus Helder, James Gibson Dees, Gottlieb Heinrich Feldtmann, and William Lumsden Perry.
15	Iron store railway	Rudolph Feldtmann, Augustus Helder, James Gibson Dees, Gottlieb Heinrich Feldtmann, and William Lumsden Perry.	Rudolph Feldtmann, Augustus Helder, James Gibson Dees, Gottlieb Heinrich Feldtmann, and William Lumsden Perry.
16	Iron store railway	Rudolph Feldtmann, Augustus Helder, James Gibson Dees, Gottlieb Heinrich Feldtmann, and William Lumsden Perry.	Rudolph Feldtmann, Augustus Helder, James Gibson Dees, Gottlieb Heinrich Feldtmann, and William Lumsden Perry.

No. on deposited Plan.	Description of Property.	Lessees or reputed Lessees.	Occupiers.
17	Railway siding -	- - - -	The Cleator and Workington Junction Railway Company, and The Furness Railway Company.
18	Railway - -	The Workington Hæmatite Iron and Steel Company, Limited (as to an easement).	The Workington Hæmatite Iron and Steel Company, Limited.

SCHEDULE (B).

TONNAGE RATES.

Inward Charges.	*s.*	*d.*
For every vessel with a cargo from any port or place within the limits of the home trade, per register ton - - - - -	0	6
For every vessel with a cargo from any port or place beyond the limits of the home trade, per register ton - - - - -	0	9
For every vessel entering the harbour in ballast or having on board cargo not exceeding one half her registered tonnage, per register ton	0	3

Outward Charges.		
For every vessel clearing either with or without a cargo on board for any port or place within the limits of the home trade, per register ton - - - - - - - - -	0	6
For every vessel clearing either with or without a cargo on board for any port or place beyond the limits of the home trade, per register ton - - - - - - - - -	0	9

Paddle steam vessels entering the harbour may, in the discretion of the trustees, be charged one third in addition to the above rates.

In this Schedule the expression "the home trade" shall include every port or place within the following limits, that is to say: the United Kingdom, the Islands of Guernsey, Jersey, Sark, Alderney, and Man, and the Continent of Europe between the river Elbe and Brest inclusive.

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SCHEDULE (C).

Rates or Tolls on Goods.

	s.	d.
For every ton of coal, coke, culm, cinders, iron ore, stone, lime, tiles, or bricks -	0	2
For every ton of pig iron	0	4
For every ton of iron or steel rails, bar, bolt, or cast iron	0	6
For every fifty cubic feet of pine or fir timber	0	8
For every fifty cubic feet of any other description of timber	1	0
And in case any such timber as aforesaid shall continue in the harbour for a longer period than one week, then for each week beyond such first week per fifty cubic feet	0	6
For every fifty cubic feet of deals, deal ends, battens, or batten ends	0	8
For every fifty cubic feet of lathwood	0	6
For every one hundred and twenty staves	0	6
For every ton weight of goods, wares, or merchandise of every other kind, character, or description, and whether liquid or solid	1	0
Or at the option of the Trustees for every forty cubic feet of such goods and merchandise	1	0
For every package or parcel of goods, wares, or merchandise, less than a ton, the same sum as is payable in respect of a ton.		
For every horse, mule, and other beast of draught or burthen	1	6
For every ox, cow, bullock, steer, or heifer	1	6
For every calf, pig, sheep, lamb, or other small animal	0	6
For every reclaimed or domestic fowl	0	1

SCHEDULE (D).

Warehouse and Wharfage Rates and Rent and Tolls for Use of Cranes and Weighing Machines.

RATES.		Wharfage.		Rent per Week.		For use of Cranes and Weighing Machines.	
		s.	d.	s.	d.	s.	d.
Alum	per ton	0	1	0	2	0	5
Apples	per cwt.	0	2	0	$0\frac{1}{2}$	0	1
Ashes	per ton	0	9	0	2	0	4
Bacon	per cwt.	0	1	0	$0\frac{1}{2}$	0	$0\frac{1}{2}$
Beer or cyder	per 18 gallons	0	1	0	$0\frac{1}{2}$	0	$0\frac{1}{2}$
Bellows	each	0	4	0	$0\frac{1}{2}$	0	1

SCHEDULE (D)—*continued.*

RATES.		Wharfage.	Rent per Week.	For use of Cranes and Weighing Machines.
		s. *d.*	*s.* *d.*	*s.* *d.*
Blood manure - - - - -	per ton - -	1 0	0 6	0 6
Bones - - - - -	ditto - -	0 6	0 2	0 6
Brass wire - - - - -	ditto - -	1 6	0 3	0 6
Bricks and tiles, common - -	per 1,000 - -	1 0	0 2	1 0
„ paving, malt kiln tiles - -	per 100 -	0 6	0 1	0 6
„ fire - - - - -	per 1,000 - -	2 0	0 4	2 0
Brimstone or fuller's earth - -	per ton - -	1 0	0 1	0 6
Brooms - - - - -	per dozen - -	0 1	0 $0\frac{1}{4}$	0 $0\frac{1}{2}$
Butter - - - - - - -	per 56 lbs. -	0 1	0 $0\frac{1}{2}$	0 $0\frac{1}{2}$
Copper and other metallic ores -	per ton - -	0 4	0 1	0 6
Copper and brass battery - -	ditto - -	1 2	0 2	0 6
„ nails, wrought copper, or brass	ditto - -	1 6	0 2	0 6
Chairs - - - - -	each - -	0 1	0 $0\frac{1}{4}$	0 $0\frac{1}{2}$
Cattle - - - - - - -	ditto - -	0 6	---	0 6
Carriages - - - - -	ditto - -	2 0	—	2 0
„ cart - - - -	ditto - -	1 6	—	1 6
„ chaise, four-wheel -	ditto - -	1 6	—	1 6
„ phaeton or gig - -	ditto -	1 3	—	1 3
„ omnibus - - - -	ditto - -	5 0	—	5 0
„ stage coach - -	ditto - -	4 0	—	4 0
„ waggon - - - -	ditto - -	2 6	—	2 6
„ harrows or ploughs -	ditto - -	0 6	—	0 3
Carboys, large - - - -	ditto - -	0 6	—	0 2
„ small - - -	ditto - -	0 3	—	0 1
Cement or plaster of Paris - -	per cwt. -	0 $0\frac{1}{2}$	0 $0\frac{1}{4}$	0 $0\frac{1}{4}$
Candles - - - - -	per 28 lbs. -	0 1	0 $0\frac{1}{2}$	0 $0\frac{1}{2}$
Cheese - - - - - -	per ton - -	1 6	0 9	0 6
Coal, culm, or stone coal - -	ditto - -	0 2	0 1	0 6
Corn, wheat, barley, oats, beans, &c.	per 100 lbs. -	0 1	0 1	0 1
Cotton - - - - - -	per cwt. -	0 1	0 1	0 $0\frac{1}{2}$
Coffee - - - - -	ditto - -	0 1	0 $0\frac{1}{2}$	0 $0\frac{1}{2}$
Cork wood, loose - - -	per ton - -	2 3	0 4	0 9
Corks, large - - - -	per cwt. - -	0 $1\frac{1}{2}$	0 $0\frac{1}{2}$	0 $0\frac{1}{2}$
„ small - - - - - -	ditto - -	0 1	0 $0\frac{1}{4}$	0 $0\frac{1}{2}$
Deals - - - - - - -	per 150 - -	1 0	0 2	2 0
Deal ends - - - - -	ditto - -	0 4	1 0	0 9
Dogs - - - - - - -	each - -	0 2	—	0 1
Drugs - - - - -	per cwt. -	0 4	0 1	0 1
Earthenware and pottery - -	ditto - -	0 1	0 $0\frac{1}{2}$	0 $0\frac{1}{2}$
Eggs - - - -	per 1,000 -	0 2	0 2	0 1
Fish - - - - - - -	per cwt. - -	0 $1\frac{1}{2}$	0 1	0 1
Flax - - - - - -	per ton - -	1 9	0 4	0 9

SCHEDULE (D)—*continued.*

RATES.		Wharfage.	Rent per Week.	For use of Cranes and Weighing Machines.
		s. *d.*	*s.* *d.*	*s.* *d.*
Flour or meal	per cwt.	0 2	0 1	0 1
Fruit	ditto	0 2	0 1	0 1
Furniture and goods per measure	per foot	0 $0\frac{1}{4}$	0 $0\frac{1}{4}$	0 $0\frac{1}{4}$
,, ,, ,, ,,	per 5 square feet	0 $2\frac{1}{2}$	0 1	0 1
Fustic	per ton	1 6	0 3	0 6
Glass (new)	per cwt.	0 2	0 1	0 1
,, (old)	ditto	0 1	0 1	0 1
Guano	per ton	1 0	0 6	0 9
Gunpowder	per 14 lbs.	0 2	—	0 1
Hampers, empty	per dozen	0 2	0 $0\frac{1}{4}$	0 1
Hardware	per cwt.	0 2	0 1	0 1
Hemp	per ton	1 9	0 4	0 9
Hops	per cwt.	0 1	0 $1\frac{1}{2}$	0 1
Horses	each	2 0	—	2 0
,, ponies	ditto	1 0	—	1 0
,, asses or mules	ditto	1 0	—	1 0
Indigo	per cwt.	0 6	0 $1\frac{1}{2}$	0 2
Iron, bar, bolt, pig, guns, shot, wire, cast iron, gun carriages	per ton	0 6	0 1	0 9
,, broken or ballast	ditto	0 4	0 1	0 9
Juice (liquorice, &c.)	per cwt.	0 3	0 $0\frac{1}{2}$	0 1
Lead or sheet lead	per ton	1 0	0 2	0 4
,, white or red	ditto	1 6	0 3	0 4
Leather	per cwt.	0 $2\frac{1}{2}$	0 1	0 $1\frac{1}{2}$
Limestone	per ton	0 2	0 $0\frac{1}{2}$	0 6
Lime	ditto	0 2	0 1	—
Logwood	ditto	1 6	0 2	0 6
Manure	ditto	0 2	0 6	0 9
Marble, black, under 2 tons	ditto	2 0	0 4	2 0
,, 2 and under 5 tons	ditto	3 0	0 6	3 0
,, above 5 tons	ditto	5 0	0 6	5 0
Molasses	per 18 gallons	0 $1\frac{1}{2}$	0 $0\frac{1}{2}$	0 1
Mustard	per 14 lbs.	0 1	0 $0\frac{1}{4}$	0 $0\frac{1}{2}$
Music per case, large	per foot	0 $0\frac{1}{2}$	0 6	1 0
,, ,, small	ditto	0 $0\frac{1}{2}$	0 3	0 6
Nitre of phosphate	per ton	1 0	0 6	0 6
Nuts	per bushel	0 1	0 $0\frac{1}{4}$	0 $0\frac{1}{2}$
Oak knees, large	each	0 2	0 2	0 1

SCHEDULE (D)—*continued.*

RATES.		Wharfage.	Rent per Week.	For use of Cranes and Weighing Machines.
		s. *d.*	*s.* *d.*	*s.* *d.*
Oak knees, small	each	0 1	0 1	0 0½
Oak bark, loose	per ton	1 0	0 4	2 0
Oak, ash, elm, or other timber	per 50 feet	1 3	0 3	1 3
Oil	per 18 gallons	0 2	0 0½	0 1
Pepper	per cwt.	0 4	0 1	0 1
Pigs	each	0 2	—	0 2
Potatoes	per ton	1 0	0 6	1 0
Pork or beef	per cwt.	0 1	0 0½	0 0½
Rags	per ton	1 6	0 3	0 6
Rice	per cwt.	0 1	0 0½	0 1
Rope or junk	ditto	0 1	0 1	0 1
Salt or rock salt	per ton	0 6	0 2	0 6
Saltpetre or nitre, rough	ditto	1 8	—	0 4
„ „ refined (cakes)	ditto	2 6	—	0 9
Seeds	per cwt.	0 3	0 0½	0 1
Sheep	each	0 2	—	0 2
Shumac	per cwt.	0 2	0 0¼	0 1
Shoes, boots, &c.	per dozen	0 2	0 1	0 1
Slates	per ton	0 6	0 1	0 4
Soap	per cwt.	0 2	0 0½	0 1
Soda	ditto	0 2	0 1	0 1
Spars, 6-in. and under 8 diam.	each	0 3	0 1	0 2
„ 8-in. „ 12 „	ditto	0 6	0 1	0 2
„ 12-in. and upwards	ditto	1 0	0 2	0 3
Sugar, refined	per cwt.	0 1	0 0½	0 0½
„ raw	ditto	0 0½	0 0½	0 0½
Sulphur	per ton	0 4	0 2	0 6
„ ore	ditto	0 4	0 2	0 6
Tallow	per cwt.	0 0½	0 0¼	0 0½
Tar	per 32 gallons	0 1	0 1	0 1
Tea	per cwt.	0 3	0 2	0 1½
Tin	per ton	2 0	0 2	0 6
Tin plates	per cwt.	0 0½	0 0¼	0 0½
Tobacco	ditto	0 1	0 0¼	0 0½
Vegetables	per ton	0 6	0 2	0 2
Vinegar	per 18 gallons	0 3	0 1	0 1
Wines or spirits	per 18 gallons	0 3	0 1	0 2
Wool	per 10 cwt.	1 0	0 1	0 4
Yarn	per 10 cwt.	0 9	0 2	0 2

SCHEDULE (D)—*continued.*

RATES.		Wharfage.	Rent per Week.	For use of Cranes and Weighing Machines.
		s. *d.*	*s.* *d.*	*s.* *d.*
Yeast - - - - - -	per 18 gallons -	0 1	0 0½	0 1
Zinc, manufactured - -	per cwt. - -	0 1	0 0½	0 0½
Small parcels - - - -	each - -	0 2	0 1	0 1
For every other article of goods, wares, or merchandise whatsoever which shall be shipped from, or landed or deposited upon the wharfs or quays in the harbour, such reasonable rates as the Trustees shall think fit.				
And for the use of the warehouses, such reasonable rate, rent, or sum, as the Trustees shall think fit.				
For any fractional part of any weight, measure, or number, the same rate as the full or complete weight, measure, or number.				

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