



ANNO SECUNDO & TERTIO

# VICTORIÆ REGINÆ.

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## Cap. lx.

An Act for making Wet Docks and other Works at and near to *Jarrow Slake* within the Port of *Newcastle upon Tyne* and in the County of *Durham*, to be called "The *Tyne Docks*."

[1st July 1839.]

**W**HEREAS the Navigation of the River *Tyne* in the Port of *Newcastle upon Tyne* is much impeded by the great Number of Colliers and other Vessels moored or lying therein: And whereas the making of Wet Docks, Quays, Basins, Locks, and other Works connected therewith at and near to a Place called *Jarrow Slake*, on the South Side of the River *Tyne* and within the said Port of *Newcastle upon Tyne* and in the County of *Durham*, for the better Accommodation of Ships and other Vessels resorting to the said Port of *Newcastle upon Tyne*, would be of great public Advantage: And whereas the several Persons herein-after named, with several others, are willing at their own Expence to carry into execution the before-mentioned Docks and other Works; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of

[Local.]

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The Com-  
pany incor-  
porated.

the same, That *Edward George Barnard, Thomas Barnard, Edward Blount, John Russell Bowlby, Russell Bowlby, John Buddle, William Chapman, Isaac Cookson, Edmund Henry Courtney, William Cuthbert, William Cuthbert junior, Hugh Welch Diamond, John Fairweather Harrison, William Harrison, Joseph Lidwell Heathorn, Thomas Hood Henderson, Richard Hollier, Robert Ingham, Antonio Joaquim Friere Marreco, William Mather, Thomas May, Charles Henry Oakes, Jonathan Richardson, Richard Shortridge, Robert Walter Swinburne, Benjamin Thompson, James Wall, Gaspar Winteler, John Anthony Woods, William Woods, John Wright*, and all other Persons who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Docks and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The Tyne Dock Company," and by that Name shall and may sue and be sued, and shall have perpetual Succession and a Common Seal, and also shall have Power and Authority to purchase and acquire, either absolutely or for any Terms or Numbers of Years, and hold Lands, and also any Liberties and Privileges to be exercised in, over, or upon Lands, for the Use and Benefit of the said Undertaking, without incurring any Penalties or Forfeitures, and shall also have Power to sell or otherwise dispose of such Lands, Liberties, and Privileges in manner by this Act directed, and shall have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Meaning of  
certain  
Words in  
this Act.

II. And be it further enacted, That in the Construction of this Act every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as one Person or Thing; and every Word importing the Plural Number shall extend and be applied to one Person or Thing as well as several Persons or Things; and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male; and the Word "Lands" shall extend to and include Tenements, Buildings, Erections, and all other Hereditaments of any Tenure; and the Word "Corporation" shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Proprietors  
to raise  
Money  
amongst  
themselves  
for the Un-  
dertaking  
not exceed-  
ing  
120,000*l.*, to  
be divided  
into Shares  
of 50*l.* each.

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Docks and other Works by this Act authorized, not exceeding in the whole the Sum of One hundred and twenty thousand Pounds, the whole to be divided into Shares of Fifty Pounds each; and such Shares shall be numbered, beginning with Number One, in Arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and they are hereby vested in the several Parties taking the same, and their several and respective Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably  
to

to the Sum which they shall severally contribute; and all Persons, and their several and respective Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof towards the said Undertaking and other Purposes of the said Subscription, shall be entitled to and receive, in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act.

IV. And be it further enacted, That the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto; and the Remainder of such Money shall be applied in and towards purchasing Lands and other Property, and making and maintaining the said Docks and other Works, and in otherwise carrying this Act into execution.

Application of Money to be raised.

V. And whereas the probable Expence of making the said Docks and the other Works hereby authorized will amount to the Sum of One hundred and sixteen thousand Pounds, Three Fourths whereof have been already subscribed for by several Persons, under a Contract, binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of One hundred and twenty thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Lands for the Purposes of the said Docks and other Works shall be put in force.

The whole of the Expence to be subscribed for before the compulsory Powers of the Act are put in force.

VI. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for either of the Counties of *Durham* or the Town and County of *Newcastle upon Tyne*, that the whole of the said Sum of One hundred and twenty thousand Pounds hath been subscribed as aforesaid, (and which Certificate such Justice is hereby authorized and required to grant, on Application made to him by the said Company, and on such Proof of the Subscription of the said Capital as he may require,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of One hundred and twenty thousand Pounds has been subscribed for.

Certificate under the Hand of a Justice of the Peace to be Proof that the whole of the Money has been subscribed.

VII. And be it further enacted, That when and so soon as One Moiety of the Sum of One hundred and twenty thousand Pounds hereby authorized to be raised shall have been paid up, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow or take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Forty thousand Pounds, on the Credit of the said Undertaking; and the Directors of the said Company, after an Order shall have been made for that Purpose at any General or Special

Proprietors to raise additional Sum of Money, if necessary, by Mortgage.

General

General Meeting of the said Company, are hereby empowered to raise such further Sum of Forty thousand Pounds, or any Part thereof, by Mortgage, and to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, subject nevertheless to such Incumbrances as may be existing thereon (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, and Sums), as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company authorizing the borrowing of any such Sum of Money, certified by One Director or by the Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making of the Order for raising such additional Sum of Money; and all which Mortgages, Assignments, and Charges shall be made by Deed duly stamped, in which the Consideration shall be set forth, under the Common Seal of the said Company, in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

Form of  
Mortgage.

*Tyne Dock Company.*

Number

BY virtue of an Act passed in the Year of the Reign of Her Majesty Queen *Victoria*, intituled [*here set forth the Title of this Act*], we "The *Tyne Dock Company*," incorporated by and under the said Act, in consideration of the Sum of to us in hand paid by *A. B.* of do assign unto the said *A. B.*, his Executors, Administrators, or Assigns, the said Undertaking, and all and singular the Rates, Tolls, and Sums of Money arising by virtue of the said Act, and all the Estate, Right, Title, and Interest of the said Company in and to the same, to hold unto the said *A. B.*, his Executors, Administrators, and Assigns, until the said Sum of , together with Interest for the same, payable half-yearly, after the Rate of for every One hundred Pounds for a Year, shall be fully paid and satisfied. Given under our Common Seal this Day of in the Year of our Lord

And the respective Parties to which such Mortgages or Assignments shall be made shall be entitled one with the other to their respective Proportions of the said Rates, Tolls, and Sums, and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority of the Date of any such Order of Meeting, or Priority in Date of such Mortgage or Assignment, or any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall, within Fourteen Days next after the Date thereof, be entered in some Book to be kept by the Secretary or Clerk of the said Company, which said Book may be perused

perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person; and every Transfer thereof shall be by Deed duly stamped, in which the Consideration for the same shall be duly stated, and may be in the Words or to the Effect following; (that is to say,)

‘ I *A. B.* of \_\_\_\_\_ in consideration of the Sum of \_\_\_\_\_ paid by \_\_\_\_\_  
 ‘ *C. D.* of \_\_\_\_\_ do hereby transfer to the said *C. D.*, his Ex- Form of  
 ‘ Executors, Administrators, and Assigns, a certain Mortgage Number Transfer of  
 ‘ made by “ *The Tyne Dock Company* ” to \_\_\_\_\_ bearing Mortgage.  
 ‘ Date the \_\_\_\_\_ Day of \_\_\_\_\_ for securing the Sum of \_\_\_\_\_  
 ‘ and Interest, and all my Right, Estate, and Interest in and to the \_\_\_\_\_  
 ‘ Money thereby secured, and in and to the Rates, Tolls, Sums of \_\_\_\_\_  
 ‘ Money, and Property thereby assigned. Dated this \_\_\_\_\_ Day of \_\_\_\_\_  
 ‘ \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_

And every such Transfer shall, within Thirty Days after the Date thereof, if executed in *England*, or otherwise within Thirty Days after the Arrival thereof in *England*, if executed elsewhere, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof, in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after every such Entry or Memorial made every Transfer shall entitle such Assignee, his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon, and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

VIII. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Thirty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for the said County of *Durham*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee or Assignee whose Interest shall be so in arrear, by an Order under their Hands, to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering

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and

and receiving the Rates, Tolls, or Sums, shall be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied, the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of Her Majesty's Courts of Record at *Westminster*.

Creditors  
not to vote.

IX. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or shall be capable of attending, acting, or voting as such at or taking any Part in the Proceedings of any such Meeting of the said Company.

Directors em-  
powered to  
stipulate Pe-  
riods for the  
Redemption  
of Money to  
be borrowed  
on Security of  
Rates.

X. And be it further enacted, That when any Sum of Money shall be borrowed at Interest pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof, and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid, at the Time or Times to be fixed, to the Party who shall upon the Expiration of such Period or Periods be the Holder of and entitled to such Mortgage or Assignment.

In case the  
Mortgages  
are paid off,  
the Com-  
pany may  
raise the  
Amount  
again.

XI. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part thereof, then and in every such Case it shall be lawful for the said Company, immediately or at any Time thereafter, again to raise in lieu of the Principal Money so paid off by them such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen; but so nevertheless that the said Company shall not in any Event borrow more than the Sum of Forty thousand Pounds in the whole, over and above the Amount of the Calls for the Time being remaining unpaid, and still to be called for by the said Company.

Power to  
raise the fur-  
ther Sum of  
40,000l.  
among them-  
selves, or by  
Admission  
of new  
Subscribers.

XII. And be it further enacted, That in case the said Company shall be desirous of raising by Subscription the said Sum of Money herein-before authorized to be raised by Mortgage as aforesaid, or any Part thereof, then and in such Case it shall be lawful for the said Company to raise and contribute amongst themselves in manner aforesaid, and in such Shares and Proportions as they shall think proper, or to raise by Admission of new Subscribers, any further or other Sum of Money for the Purposes of this Act, not exceeding in the whole the said Sum of Forty thousand Pounds; and all Persons subscribing towards raising such further or other Sum of Money shall be Proprietors of the said Undertaking, and have the like Votes, either personally or by Proxy,

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in respect of such additional Shares, to be raised, and shall also be liable to such Forfeitures, and stand interested in all the Profits of the said Undertaking, in proportion to the Sum they shall subscribe thereto, as generally and extensively to all Intents and Purposes as if such further or other Sum hereby allowed to be subscribed for and raised had originally been Part of the said first-mentioned Sum of One hundred and twenty thousand Pounds.

XIII. And be it further enacted, That it shall and may be lawful for the said Company and they are hereby authorized and empowered to design, lay out, excavate, build, erect, make, complete, alter, repair, and maintain One or more Navigable Dock or Docks, Basin or Basins, Cut or Cuts, with Entrances into and from the same, to communicate with the River *Tyne*, together with all and every Quay or Quays, Wharf or Wharfs, Avenues, Approaches, Bridge or Bridges, and Warehouses, Vaults, Buildings, Cranes, Sheds, Engines, Works, and other Conveniences, Matters, and Things necessary thereto, subject to the Provisions and Restrictions of this Act, in, over, under, through, or upon the Lands delineated on the Plans deposited and directed to be signed and deposited as herein-after mentioned and described in the Books of Reference deposited with the respective Clerks of the Peace for the Counties of *Durham* and the Town and County of *Newcastle upon Tyne*, and also to make and execute and maintain Avenues and Approaches to the said Docks, in, through, over, and along the Lands of the Dean and Chapter, of the Cathedral Church of *Durham* lying between the said Docks and a certain Railway called the *Stanhope and Tyne* Railroad, but not extending nearer to the Southern and Western Boundary of the said Lands than the Distance of One hundred Yards laid down and delineated on a Plan, intituled "Plan of Lands over which the *Tyne* Dock Company are entitled to exercise the Right of Wayleave," and deposited with the Clerk of the Peace of the County of *Durham*, and to use such Avenues and Approaches for the Passage of Coals and other Minerals, Goods, Merchandize, and Passengers, and the standing and placing of Carriages, Waggon, and other Vehicles, on the Terms and Conditions herein-after expressed and provided.

Company  
empowered  
to make  
Docks, &c.

XIV. And be it further enacted, That where any Bridge shall be erected by the said Company over or across any public Carriage Road, for the Purpose of making Approaches or other Works, in pursuance of the Powers of this Act, the Span of the Arch of such Bridge shall be formed, and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Thirty Feet in case of Turnpike Roads, and Twenty Feet in any other Case, and of a Height from the Surface of such Road to the Centre of such Arch of not less than Sixteen Feet; and the Descent under any such Bridge shall not for the Purposes of any Turnpike Road exceed One Foot in Thirty Feet, or for the Purposes of any Highway shall not exceed One Foot in Twenty Feet, or for the Purposes of any other Road shall not exceed One Foot in Thirteen Feet.

Regulation  
as to Width  
and Height  
of Bridges  
over public  
Roads.

XV. And whereas Maps or Plans describing the Limits within which the said Docks and Works connected therewith were intended to

Authentic-  
ated Copies  
of the altered  
be

Plans and Books of Reference to remain in the Custody of the Clerks of the Peace.

be made, together with Books of Reference thereto, containing Lists of the Names of the Owners or reputed Owners and Occupiers of such Lands, were deposited with the Clerks of the Peace for the Counties of *Durham* and the Town and County of *Newcastle upon Tyne* on the Thirtieth Day of *November* last: And whereas it has since been found expedient to alter and vary the Form and Dimensions, and in some respects the Site of the said Docks and Works, to the mutual Advantage and Convenience of the Owners and Occupiers of the Lands in and near to which the said Docks and Works are intended to be made and of the said Company, and a Plan of such altered Form and Site of the said Docks and Works has been settled and agreed upon by and between the said Landowners and the said Company; be it therefore enacted, That Copies of the last-mentioned Plan, authenticated by the Signature of the Speaker of the House of Commons, shall be deposited with the Clerks of the Peace of the County of *Durham* and the Town and County of *Newcastle upon Tyne*, and that such last-mentioned Map or Plan, as well as the Maps or Plans and Books of Reference so deposited as aforesaid, shall remain with and be kept by the said Clerks of the Peace respectively; and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and make Extracts from or Copies of the said Maps or Plans and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan or Book of Reference so inspected or referred to may be, for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans and Books of Reference, or true Copies thereof, or of so much thereof respectively as may relate to any Matter which may be in question, certified by the said Clerks of the Peace, or One of them, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Unintentional Errors in Act or Plans or Books of Reference not to prevent Execution of the Act.

XVI. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Docks and other Works within the Limits described in the said Maps or Plans so deposited as aforesaid, and herein required to be deposited, although such Lands or any of them, or the Situation thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Books of Reference, or in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace for the County or Place wherein the Matter in question shall arise (in case of Dispute about the same), and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties, as the Case may require.

Form of Dock.

XVII. And be it further enacted, That the said Docks shall be constructed in the Manner and of the Form and Dimensions laid down and described in the said Map or Plan herein directed to be deposited with the said Clerks of the Peace, and no other.

XVIII. Pro-



XVIII. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building, which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-seven, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake, and unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Houses and Gardens not to be used unless specified in the Schedule.

XIX. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act, the said Company, their Agents and Workmen, and all other Persons by them authorized, are hereby empowered to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey the same or any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and in or upon such Lands adjoining thereto to bore, dig, cut, embank, and sough, and to remove or lay, and to use, work, and manufacture, any Earth, Stone, Bricks, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise in execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Docks and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also for the Purposes and according to the Provisions and Restrictions of this Act, to make or construct in, upon, across, under, or over the said Docks or other Works, or in, upon, across, under, or over any Lands, Streets, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, whether temporary or permanent, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences; and to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery, Apparatus, and other Works and Conveniences as the said Company shall think proper; and to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses as may be diverted without Prejudice thereto, and as may be necessary for constructing and maintaining Tunnels, Bridges, whether temporary or permanent, or Passages over or under the same; and to divert or alter the Course of any Rivers or Streams, Roads or Ways, or to raise or sink any such Rivers or Streams, Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Docks and other Works, and to make Drains or Conduits into, through, or under any Lands adjoining the said Docks and other Works, for the Purpose of conveying Water

Power to take Lands, &c.

from or to the said Docks and other Works, and from Time to Time to alter, repair, or discontinue the before-mentioned Works, or any of them, and to substitute others in their Stead, and to do and execute all other Matters and Things necessary or convenient for making, maintaining, altering, or repairing and using the said Docks and other Works by this Act authorized; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Recompence or Satisfaction, in manner hereinafter mentioned, to all Persons and Corporations interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by reason of the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein mentioned and contained: Provided always, that nothing herein contained shall authorize or empower the said Company, their Agents or Workmen, without the Consent of the said Dean and Chapter, to enter upon and take more than Sixty Acres of the Parcel of Land called *Jarrow Slake*, for the Purposes of the said Docks and other Works.

Not to alter the Course or Level of the Brandling Junction Railway.

XX. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to authorize or empower the said Company to alter the Course or Level of the Railway called the *Brandling* Junction Railway.

The Company to be at the Expence of watching the Crossings.

XXI. Provided also, and be it further enacted, That it shall be lawful for the said Company and they are hereby required to make the said Avenues or Approaches to the said Docks across the said *Brandling* Junction Railway on the Level of the Rails, and the said Company shall, at their own Expence, keep the said Crossings in good Repair, and find and provide proper Persons to watch and attend the same, in order to prevent Accidents.

Power to treat for the Purchase of Lands.

XXII. And be it further enacted, That it shall be lawful for the said Company hereby incorporated to treat and agree for the Purchase of any Lands authorized to be taken and used by them as aforesaid, and of any subsisting Leases, Terms, Estates, and Interests therein and Charges thereon, or such of them or such Part thereof, and also to take and accept Leases for any Term or Number of Years of Lands, and of Liberties and Privileges to be used and exercised in, through, over, or along Lands, as the said Company shall think proper.

Restriction as to Land to be purchased.

XXIII. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company to purchase or take for the Purpose of the said Docks or other Works more than Sixty Statute Acres in Extent of the said Parcel of Ground called *Jarrow Slake*, without the Consent of the said Dean and Chapter, their Successors or Assigns, nor without such Consent to purchase or take any Interest in the Soil of the said Lands of the said Dean and Chapter laid down and delineated on the Plan herein-before referred to, intituled "Plan of Lands

Lands over which the *Tyne Dock Company* are entitled to exercise the Right of Wayleave," beyond the Right of making Avenues or Approaches to the said Docks in, through, over, and along the same Lands, of using such Avenues or Approaches for the Passage of Coals and other Minerals, Goods, Merchandize, and Passengers, and for the standing and placing of Carriages, Waggon, and other Vehicles, and of erecting and placing thereon such Buildings and Machinery as may be necessary or expedient for making and using such Avenues or Approaches.

XXIV. Provided also, and be it further enacted, That, notwithstanding the Provisions herein contained, the said Company shall pay to the said Dean and Chapter, and the said Dean and Chapter shall accept for the Right of making and using as aforesaid the said Avenues or Approaches to the said Docks, in, through, over, and along the said Lands of the said Dean and Chapter laid down and delineated in the said Plan, intituled "Plan of Lands over which the *Tyne Dock Company* are entitled to exercise the Liberty of Wayleave," the Rent or Sum of One Penny for each *Newcastle Chaldron* of Coals, each such Chaldron containing Fifty-three Hundred Weight, which shall be led or carried along the said Avenues or Approaches, such Rent or Sum of One Penny per *Newcastle Chaldron* to be payable half-yearly on the First Day of *February* and the First Day of *August* in every Year.

Compensation to be paid to the Dean and Chapter.

XXV. And be it further enacted, That it shall and may be lawful for the said Dean and Chapter, in case of Nonpayment of the said Rent or Sum of One Penny for each *Newcastle Chaldron* of Coal of such Measure as aforesaid as shall be led over or along the said Avenues or Approaches, to stop the Waggon and other Carriages in which such Coals shall be conveyed, and to distrain and sell the said Coals for the Purpose of recovering and receiving the said Rent and all Arrears thereof, and the Expences of such Detention and Sale, and moreover to use and exercise all Remedies and Powers which by Law belong to Landlords for enforcing the Payment of Rents by their Tenants.

Power of Distress for Recovery of Rent.

XXVI. And be it further enacted, That the said Company shall, within Fourteen Days next after the First Day of *February* and the First Day of *August* in every Year, render to the said Dean and Chapter an Account of the Number of Chaldrons of Coals, such Measure as above mentioned, as shall have been led or carried along the said Avenues or Approaches during the preceding Half Year; and the said Company shall, on the Application of the said Dean and Chapter or their Agents, allow them to inspect and examine the Books and Accounts of the said Company containing Entries of such leading and carrying.

Company to render an Account of Leadings.

XXVII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to prevent the said Dean and Chapter granting to any other Persons whomsoever such Liberties and Privileges as they shall see fit to be exercised in, through, over, and along so much of the said Lands of the said Dean and

Reservation of Rights of Dean and Chapter.

and Chapter as lie to the West or South-west of the Avenues or Approaches to the said Docks which shall be made by the said Company by virtue of the Powers herein contained.

Dean and Chapter and their Lessees to erect and use Staiths.

XXVIII. Provided also, and be it further enacted, That it shall be lawful for the said Dean and Chapter and their Lessees to erect and use by the Side of the said Docks Staiths, Drops, and Spouts for shipping Coals and other Merchandize, of such Construction as the Staiths, Drops, and Spouts erected by the said Company for the like Purpose, or of such other Construction as may be approved by the Engineer for the Time being of the said Company, in such Part of the said Docks as lies to the West of a Point near to the Place at which the Turnpike Road to *Newcastle* now diverges from *Jarrow Slake*, such Point being Three hundred and twenty Yards East of the South-western Extremity of the said Docks, paying only in respect of the Coals and other Merchandize so shipped the Dock Dues herein-after mentioned and specified: Provided always, that the said Company shall and they are hereby required to complete the said Western Portion of the said Docks in the same Manner and of an equal Depth with the other Portions of the said Docks, and from Time to Time, and at such Times as shall be necessary for the Accommodation of the said Dean and Chapter and their Lessees, and shall be required by the said Dean and Chapter, so that the whole be completed within the Period of Seven Years from the passing of this Act.

Right of Passage, &c. reserved to the Dean and Chapter and their Lessees.

XXIX. Provided also, and be it further enacted, That it shall be lawful for the said Dean and Chapter and their Lessees to use and enjoy a Right of landing and shipping Goods and Merchandize upon and carrying the same over any Wharf or Space of Ground belonging to the said Company lying on the West and North Sides of the said Docks, interrupting as little as conveniently may be the Business of the said Company, and paying the Dock Dues herein-after mentioned and specified on such Goods and Merchandize; and likewise that it shall and may be lawful for the said Dean and Chapter and their Lessees to make and use Water Passages, not exceeding Three in Number, from the West or North Sides of the said Docks, and extending into that Part of *Jarrow Slake* lying West of the said Docks and of the Road herein-after authorized to be made, and from Time to Time to draw Water from the said Docks for the supplying of any Timber or other Ponds which may be made by the said Dean and Chapter or their Lessees, such Water Passages not exceeding Ten Feet in Width, and being covered to the Extent of Thirty Feet from the Side of the said Docks.

A Road to be formed on the North and West Sides of the Docks.

XXX. Provided also, and be it further enacted, That it shall be lawful for the said Dean and Chapter and their Lessees, and they are hereby required, to appropriate a Stripe of Land of the Width of Sixty Feet on the North and West Sides of and immediately adjoining to the Land hereby authorized to be purchased by the said Company from the said Dean and Chapter, to be used as a Road in common by the said Dean and Chapter and their Lessees and the said Company; and that it shall be lawful for the said Company and they are hereby authorized and empowered, and they are hereby required, well and effectually

effectually to make and form the said Road, and to raise the Level of the Ground for that Purpose; and the said Road, when so made and formed, shall be maintained at the Expence of the said Company so long as the said Company alone shall use the same Road, and at the joint Expence of the said Company and of the Dean and Chapter and their Lessees, in equal Proportions, so long as the same shall be used in common by the said Company and the said Dean and Chapter and their Lessees.

XXXI. And be it further enacted, That it shall be lawful for the said Company and they are hereby required, on making the Entrance into the said Docks, to make and ever afterwards maintain a good and substantial Drawbridge or Turning Bridge of sufficient Width and Dimensions for Carriages and Passengers over the Lock connecting the Entrance Basin with the principal Dock, and also proper and sufficient Avenues and Approaches to such Bridge; which said Bridge, Avenues, and Approaches shall be used in common by the said Company and the said Dean and Chapter and their Lessees, and also, whenever thereunto required by the said Dean and Chapter, the said Company shall make and maintain a similar Bridge, with sufficient Avenues and Approaches as aforesaid, over the Entrance from the said River *Tyne* into the said Entrance Basin, which last-mentioned Bridge shall likewise be used in common by the said Company and the said Dean and Chapter and their Lessees.

A Bridge to be made over the Entrance to the Docks.

XXXII. And whereas the Manufactories of *Isaac Cookson* and *William Cuthbert*, Esquires, in the Township of *Westoe*, will be deprived of their Frontage to the River *Tyne* by means of the said Docks and other Works, and it is just and reasonable that special Provision should be made with respect to such Manufactories; be it therefore further enacted, That as a Compensation for and in full Satisfaction of the Injury to be thereby occasioned, which they have agreed to accept accordingly, it shall be lawful for the Owners and Occupiers for the Time being of the Manufactories and Hereditaments now belonging to the said *Isaac Cookson* and *William Cuthbert*, in the Township of *Westoe* aforesaid, to receive and deliver at their own Expence within the said Docks, from and into Ships or other Vessels not exceeding One hundred Tons Register in Burthen, Goods and Merchandize to be manufactured or used in or about any Manufactories now carried on or hereafter to be carried on in and upon the said Premises, without being liable to the Payment of any Dock Dues thereon, save the Charges for docking and undocking decked Vessels; and that it shall and may be lawful for such Owners and Occupiers to carry or convey such Goods and Merchandize over any Wharf or Space of Ground belonging to the said Company, and lying between the said Manufactories and the said Docks, interrupting as little as may be the Business of the said Company.

As to Manufactories of I. Cookson and W. Cuthbert, Esquires.

XXXIII. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees and Feoffees in Trust for

Persons under legal Disability empowered to sell and convey Lands.

charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees, and all other Persons whomsoever, not only for or on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act in case they had been sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and may be according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will reasonably admit; (namely,)

Form of Conveyance to the Company.

I, *Sum of* of *in consideration of the*  
 to me [*or, as the Case may be,*  
 into the Bank of *England*, in the Name of and with the Privity of  
 the Accountant General of the Court of Exchequer, *ex parte* the  
 Tyne Dock Company, or to *A. B.* of and  
 C. D. of Two Trustees appointed to receive  
 the same, pursuant to the Act after mentioned,] paid by the  
 Tyne Dock Company, established and incorporated by an Act of  
 Parliament passed in the Year of the Reign of Her Majesty  
 Queen *Victoria*, intituled [*here set forth the Title of this Act*], do  
 hereby convey [*or, in Cases of Copyhold or Customary Lands requir-*  
*ing Surrender,* do hereby agree to surrender] to the said Company,  
 their Successors and Assigns, all [*describing the Premises to be*  
*conveyed or agreed to be surrendered*], together with all Ways,  
 Rights, and Appurtenances thereunto belonging, and all such  
 Estate, Right, Title, and Interest in and to the same and every Part  
 thereof as I am or shall become seised or possessed of, or am  
 by the said Act capacitated or empowered to convey or surrender,  
 to hold the Premises to the said Company, their Successors  
 and Assigns for ever, according to the true Intent and Meaning  
 of the said Act. In witness whereof I have hereunto set my Hand  
 and Seal the Day of in the Year of our  
 Lord

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all Titles to Dower, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Conditions, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged they shall in Equity afford the same or the like Protection and Priority as if

if they were assigned and kept on foot in Trust for the said Company, and to attend the Reversion and Inheritance.

XXXIV. And be it further enacted, That where any Lands purchased or wanted or intended to be purchased by the said Company shall be subject, solely, or jointly with other Lands not intended to be purchased, to or with any Rent Service, Rent Charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased or wanted or intended to be purchased from such Rent, Payment, or Incumbrance, and also (where necessary or convenient) for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum as shall be agreed upon between the said Company and the Party who under the Provisions of this Act shall agree to sell or apportion the same, and which Agreement may be entered into by all Persons and Corporations by this Act authorized or empowered to sell or convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof or the Equivalent for the same, the same shall be determined by a Jury in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands purchased or wanted or intended to be purchased; and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment, or Incumbrance, as herein-before mentioned, according to the respective Values of the Lands purchased or wanted or intended to be purchased, and of the Lands not purchased or wanted or intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between or to the said Company and any such Party as aforesaid respecting such Release (and which may be of the like Forms or to the like Effect, *mutatis mutandis*, as by this Act are directed to be used in the Case of Conveyance of Lands,) shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance (as the Case may be): Provided always, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Title to the remaining Rent, or the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released,

and

Power to purchase the Release of Lands wanted from Rents charged thereon.

and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts.

Mortgagees  
to convey to  
Company.

XXXV. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust, and whether in Possession under Mortgage or not) shall, on Tender by the said Company or by any Person by them authorized of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, immediately alien, release, assign, and transfer such Mortgage to the said Company, or to such Person and in such Manner as they shall appoint; and which Alienation, Release, Assignment, and Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit, or in any other Form; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six or less Calendar Months (to be computed from the Day of giving such Notice), then, at the End of such Six or less Calendar Months, on the Payment of the said Principal Money and Interest which would become due at the End of Six Calendar Months from the Time of giving such Notice, together with any just Costs then due, such Mortgagees shall alien, release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to alien, release, assign, or transfer as aforesaid, on such Tender or Payment, then all Interest on every such mortgaged Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to alien, release, assign, or transfer as aforesaid, then, upon Payment of the Principal Money and Interest, and the Costs (if any), due on every such Mortgage as aforesaid, into the Bank of *England*, at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or as soon after as possible, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, at any Time after Tender of the Principal, Interest, and Costs, and Six Calendar Months Interest in advance as aforesaid, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank; and thereupon, or upon such Conveyance, Assignment, or Transfer of any such Mortgage as aforesaid, all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, or for whom he shall be Trustee, shall vest in the said Company, and the said Company shall be deemed to be in the actual Possession of the Premises and Estate comprised in such Mortgage, or so much thereof as shall be required for the Purposes of this Act, to all Intents and Purposes whatsoever.

In case of  
Refusal,  
Money to be  
paid into  
the Bank.

XXXVI. And



XXXVI. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of the Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or (as the Case may be) of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Satisfaction, Recompense, or Compensation (if any) for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Satisfaction, Recompense or Compensation, shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference, and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend; and such Mortgagee shall thereupon alien, release, assign, and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon and determined as aforesaid; or in case of his neglecting or refusing to alien, release, assign, or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be and be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises, as shall be so taken or used from all Principal and Interest, Costs and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof, (as the Case may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of the Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall on the Assignment thereof to the said Company have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee; and a Copy of such Memorandum shall at the same Time, if

Directing in what Manner Disputes between the Company and certain Mortgagees shall be settled.

[Local.]

16 Q

required,

required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Parties to deliver a Statement of their Estates and Claims within One Month after Notice.

XXXVII. And be it further enacted, That on or before the Expiration of One Month next after Notice in Writing from the said Company, or their Agent duly authorized, of their Intention to take or use any Lands or any Part thereof for the Purposes of this Act shall have been given to any Person or Corporation seised, possessed of, or interested in, or authorized by this Act to accept and receive Satisfaction and Compensation for the Value of the same, or any Estate, Share, or Interest therein, or Charge thereon, or for any Injury or Damage sustained on account of the Execution of this Act, such Person or Corporation shall deliver or cause to be delivered at the Office of the said Company a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which he or they claim to be entitled to or to be authorized to receive Satisfaction and Compensation for, and of the Injury or Damage sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in Satisfaction and Compensation for the Value of such Estate, Share, Interest, or Charge for such Injury or Damage respectively.

Satisfaction to be made for Lands taken for Docks.

XXXVIII. And be it further enacted, That all Persons and Corporations by this Act capacitated to sell and convey any Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners, Lessees, and Occupiers of any Lands through or upon which the said Docks or other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive Satisfaction or Recompence for the Value of such Lands, or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the Execution of any of the Works by this Act authorized, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Persons and Corporations by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, Recompence, or Compensation, the same respectively, or either of them concerning which they do not so agree, shall be ascertained and settled, if required, by the Verdict of a Jury as herein-after is directed.

In case Parties refuse or are incapable to treat, the Value of Land and

XXXIX. And for settling all Differences which may arise between the said Company, and the several Owners, Lessees, and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Person, Corporation or Trustee so interested, or entitled and capacitated to sell, agree, convey,

convey, or release as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction, Recompence, or other Compensation as aforesaid, and if any of such Parties shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid as shall be offered in Writing by the said Company, and shall give Notice in Writing thereof to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall, for the Space of One Calendar Month next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any such Trustees or Persons respectively, or left at his last or usual Place of Abode, or in case such Persons are not known or cannot be found, with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat, or shall not agree with the said Company for the Sale, Conveyance, and Release of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or for the Satisfaction, Recompence, or Compensation to be paid to them for any Damage, Loss, or Injury whatsoever, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability, whether provided for by this Act or not, be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands, or to proceed in making the said Docks and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, or of the Share, Interest, or Charge which they may claim to be entitled unto or interested in, in case they shall be required to do so by the said Company, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands required for the Purposes of this Act, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate, or the Matter in difference shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any way interested in the Matter in question, then to any of the Coroners of such County not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person living in the County, and free from personal Disability, who shall have filled the Office of Sheriff, Under Sheriff, or Coroner in the said County, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred,) commanding such Sheriff, Under Sheriff, or Coroner, or other Person to impanel, summon and return, and the said Sheriff, Under Sheriff, or Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this

Amount of  
Damages to  
be settled by  
a Jury.

Realm

Realm to be returned for Trials of Issues in Her Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impanelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trial of Issues joined in Her Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and the said Sheriff, Under Sheriff, Coroner, or other Person shall have Power to adjourn such Meeting from Day to Day as Occasion shall require, and to command such Jury, Witnesses, and Parties to attend until such Affairs for which they were summoned shall be concluded; and such Jury shall, upon their Oaths, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of Right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages to be so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, repaired, or removed by them, which Satisfaction, Recompence, or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall be Plaintiff, and shall have all such Rights and Privileges as Plaintiffs in Actions  
of

of Law are entitled to: Provided also, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, either by delivering such Notice to such Party, or by leaving the same at his Place of Abode, or with the Clerk or Agent or principal Officer of the Corporation, in the Case of a Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which or any Damage to which any such Question shall arise.

XL. Provided always, and be it further enacted, That it shall be lawful for the said Company, or for the Person or Persons with whom any such Controversy shall arise, and they are hereby empowered, if they think proper so to do, in and by the aforesaid or some subsequent Warrant to command such Sheriff, Under Sheriff, Coroner, or other Person to summon the said Party with whom such Controversy shall arise, or the said Company, as the Case may be, to appear by himself or themselves, or his or their Attorney, before the said Sheriff, Under Sheriff, or the said Coroner, or other Person, at such convenient Time (not exceeding Twenty-one Days from the Service of such Warrant) and Place (not exceeding Fifteen Miles either from the County Town of the County wherein or from the Place where the subject Matter of Difference shall be) as in such Warrant shall be appointed, for the Purpose of nominating a Special Jury between the said Parties in dispute; and a Copy of the said Warrant shall be served on the Under Sheriff of the said County, or his lawful Deputy, in all Cases where the said Warrant is not directed to the Sheriff thereof; a reasonable Time before the Time so appointed; and such Under Sheriff or his lawful Deputy shall and he is hereby required to produce at the Time and Place so appointed the Jurors Book and the Special Jurors List, and the Numbers written on Parchment or Card, as specified and directed in and by the Act made and passed in the Sixth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for consolidating and amending the Laws relative to Jurors and Juries*; and at the Time and Place so appointed the said Under Sheriff or the said Coroner or other Person shall proceed to nominate a Special Jury in the Manner specified and authorized by the last-named Act, to be performed by the proper Officers of Her Majesty's Courts at *Westminster*; and the said Under Sheriff or his said Deputy shall, at some other future seasonable Time and Place to be appointed by him in that Behalf, proceed to strike the said Special Jury in the Manner used and accustomed to be performed by the proper Officers of the Superior Courts aforesaid, of which last-mentioned Time and Place not less than Seven Days Notice in Writing shall have been given by the Party requiring such Special Jury to be summoned to the said other Party, which Notice shall or may be served on such other Party in manner herein-before mentioned.

Providing  
for a Special  
Jury.

6 G. 4. c. 50.

XLI. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required by either Party, to settle what Shares and Proportions of the Purchase Money, Satisfaction and Recompence or Compensation for Damages which shall be assessed as aforesaid, shall be allowed to any Tenant or

Compensa-  
tion Money  
to be appor-  
tioned.

[Local.]

16 R

other

other Person having a particular Estate, Term, or Interest in the Premises, by way of Lease or otherwise, for his Interest therein.

Verdicts to  
be recorded.

XLII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County in which the Matter in dispute shall have arisen, among the Records of the Quarter Sessions of such County, and shall be deemed Records to all Intents and Purposes; and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty upon  
Sheriffs, &c.,  
Jurors or  
Witnesses,  
making default.

XLIII. And be it further enacted, That if any such Sheriff, Under Sheriff, Coroner, or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person), shall forfeit and pay for every such Offence, to the Party for whom or on whose Account any such Jury or Witness shall have been summoned, any Sum not exceeding Twenty Pounds; which said last-mentioned Penalty or Forfeiture shall and may be levied, by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted,

Jurors to be  
under the  
same Regu-  
lations as  
those of the  
Courts at  
*Westminster*.

XLIV. And be it further enacted, That every such Jury and Jurymen as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Jurymen had been returned for the Trial of any Issue joined in any of Her Majesty's Courts of Record at *Westminster*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath, or being Quakers upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or  
before

before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

XLV. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as a Compensation for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted; or in case a Verdict shall be given for any Sum of Money as a Compensation for any Damage or Loss where no Sum of Money shall have been previously offered by the said Company, then and in every or any such Case all the reasonable Costs, Charges, and Expences attending the summoning of such Jury, and the Expences of Witnesses, and of the Inquisition to be held as herein-before mentioned, including therein the Fees and Expences of the Employment of the Counsel therein, and the Judgment thereupon, and of the Bond to be given by the Parties requiring such Jury to be summoned as herein-after mentioned, all Costs, Charges, and Expences in anywise consequent on or incident to such Trial or Inquisition, shall be defrayed by the said Company; and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County or Place where such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and empowered to issue under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered in Writing by the said Company, One Moiety of such Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use; and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

Expenses of  
Jury how to  
be paid.

XLVI. And

Persons requesting Juries to enter into Bonds to prosecute their Complaint and to pay Expences.

XLVI. And be it further enacted, That all Parties with whom the said Company shall have any Difference respecting Damages, and who shall require a Jury to be summoned as aforesaid, shall, on Tender thereof by the said Company, and before they shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond to the said Company in a Penalty of One hundred Pounds to prosecute their Complaint, and to bear and pay their Proportion of the Costs, Charges, and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon them.

Notice of Injury to be given to the Company before Complaint.

XLVII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, (without the Consent of the said Company,) to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on behalf of the Person or Corporation making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Person or Corporation to the said Company Ten Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased.

Tenants at Will or for Years to quit Lands after Notice.

XLVIII. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest than as Tenants at Will or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up Possession of such Property to the said Company, or to such Person as the said Company shall appoint to take Possession of the same, at the Expiration of Six Calendar Months, or at any other Time afterwards next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees in Possession, or left upon the said Premises, whether such Notice be given with reference to the Time of the Commencement of such Tenant's holding, or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company, or at such other Time after the Expiration of Six Calendar Months as in any such Notice they shall be respectively required; and in case any such Tenant or Lessee, or Person so in Possession as aforesaid, shall refuse to give up such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept to the Sheriff of the County in which the Premises shall be situate to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to give Possession by Distress and Sale of his Goods and Chattels.

XLIX. Pro.



XLIX. Provided always, and be it further enacted, That when any such Tenant or Lessee who shall be required to deliver Possession of any Premises occupied by him before the Expiration of his Term and Interest therein shall give the said Company previous Notice in Writing thereof, the said Company shall and they are hereby required to make a Tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction, Recompence, or Compensation for the Value of his unexpired Term or Interest in the said Premises, and for any Loss or Injury which may arise to him in consequence of being so required to deliver such Possession; which Satisfaction, Recompence, or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction, Recompence, or Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Interests of such Tenants may be settled by a Jury.

L. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction, Recompence, or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled to in any Lands intended to be taken or used under the Authority of this Act, under or by virtue of any Demise, Lease, or Agreement for Lease or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease or Agreement for Lease, Demise, or Grant in respect of which such Claim to Satisfaction, Recompence, or Compensation shall be made, or the best Evidence thereof in his Power; and if such Lease or Agreement for Lease, Demise, or Grant, or such best Evidence as aforesaid, shall not be produced or shown within Ten Days after Demand made by the Clerk of the said Company, or any Person by him authorized, the Party claiming such Satisfaction, Recompence, or Compensation shall be considered and treated as a Tenant holding from Year to Year.

Persons holding under Leases to produce the same.

LI. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall, in case the Amount of Damages claimed does not exceed the Sum of Twenty Pounds, be ascertained and determined by some Two or more Justices of the Peace for the County or Place in which such Lands shall lie, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company; and where any Difference shall arise respecting any Loss or Injury or Damage sustained by reason of the temporary Occupation of any Lands by the said Company, the Amount thereof, whether the same shall exceed or be less than Twenty Pounds, may be settled and recovered in like Manner as Damages under Twenty Pounds are above directed to be recovered.

Settling Disputes as to Damages to a small Amount.

[*Local.*]

16 S

LII. And

Application  
of Compensa-  
tion  
Money  
amounting  
to 200*l*.

1 G. 4. c. 35.

LII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or of any Interest therein, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands, being of Copyhold or Customary Tenure, or for any Compensation under this Act, which any Corporation, Tenant in Tail or for Life, Husband, Guardian, Trustee or Feoffee in Trust, Committee, Executor or Administrator, Feme Covert, or any Person whomsoever, for or on behalf of any Wife, Ward, Lunatic, Idiot, or Cestuique Trust, whether Infants, Issue unborn, Femmes Covert, or any Person whomsoever, whose Lands are limited in strict or other Settlement, or any Person under any Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The *Tyne Dock Company*," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His Majesty King George the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain, until the same shall, by Order of the said Court, made in a summary Way, upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption or in or towards the Discharge of any Debts or other Incumbrance affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall upon the like Application be laid out, by Order of the said Court, made in a summary Way as aforesaid, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Purchase can be made, the said Money may, by Order of the said Court, upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court,

be

be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

LIII. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option, (such Nomination to be approved of by the said Company, and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Three at least of the Directors of the said Company); and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer.

When less than 200*l.* and exceeding 20*l.*

LIV. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid, for their Use, to their respective Husbands, Guardians, Committees, or Trustees.

When not exceeding 20*l.*

LV. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for any Interest or for Compensation as aforesaid, shall refuse or neglect to accept the same, or to convey the Premises or Interest in the Premises purchased, or shall refuse, neglect, or be unable to make a Title to such Premises, or to such Interest in the Premises, to the Satisfaction of the said Company, or shall be absent from *England*, or shall not be conveniently found, or if any Party entitled unto or to convey such Lands, or such Interest therein, be not known, or be not shown to the Satisfaction of the said Company to be such Party, then and in every such Case it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the

In case of not making out Title, &c., Money to be paid into the Bank.

the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, (describing them, so far as the said Company can do,) subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money, or to any Part thereof, by Petition, is hereby empowered, in a summary Way of Proceeding or otherwise, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

LVI. Provided always, and be it further enacted, That where any Question shall arise in reference to the Provisions aforesaid, or otherwise upon this Act, touching the Title of any Party to any Lands, or to any Money to be paid into the Bank of *England* for the Purchase of any Lands, or of any Estate, Right, Title or Interest in any Lands to be taken in pursuance of this Act, or for Compensation as aforesaid, or to any Annuities or Securities to be purchased with any such Money, as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Persons and Corporations claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, or such Interest therein, or to such Money as aforesaid, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly.

Court of Exchequer may order reasonable Costs and Expences of Purchases to be paid by the Company.

LVII. And be it further enacted, That where by reason of any Disability or Incapacity of any Person or Corporation entitled to any Lands or Hereditaments to be purchased, taken, or used under the Authority of this Act, when the same shall have become vested in the Company hereby incorporated, the Purchase Money for any Lands or Hereditaments, or any Money to be paid by way of Recompence or Compensation for any Damage or Injury done to the same, shall be required to be paid into the Bank of *England*, it shall be lawful for the said Court of Exchequer to order the reasonable Costs, Charges, and Expences attending the Purchase, taking, or using of such Lands, or which may be incurred in consequence thereof, and also all the Costs, Charges, and Expences of the Investment of such Purchase or Compensation Money in Government or Real Securities, and of the Reinvestment of the Government or Real Securities purchased therewith in the Purchase of other Lands and Hereditaments, to be paid by the said Company hereby incorporated, together with the necessary Costs, Charges,

Charges, and Expences of obtaining the proper Orders, and of all other Proceedings for such Purposes, except such as may be occasioned by Litigation between Claimants, and for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Purchase or Compensation Money may be invested; and also for the Payment out of Court of the Principal of such Purchase or Compensation Money, or of the Government or Real Securities as aforesaid; and the said Company shall from Time to Time pay such Sums of Money for the Costs, Charges, and Expences herein-before mentioned as the said Court shall direct.

LVIII. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances which shall be purchased or taken by the said Company for the Purposes of this Act, and of any outstanding Terms or Interests therein, and of deducing, evidencing, and verifying such Title as the Company may require to the said Lands, Terms, or Interests, and of making out and furnishing such Abstracts and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same, shall obtain such Order as herein-after mentioned for the Taxation thereof, and shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company.

Costs of making out Titles to be paid by the Company.

LIX. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the Court of Exchequer, and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to one of the Masters of the said Court, to be taxed in the usual Manner, who shall be at liberty to proceed under the same, and such Order shall be served on the Party or Parties aforesaid; and after Taxation of such Costs, Charges, and Expences it shall be lawful for the said Court to order and direct that the Amount at which the same shall be so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much thereof as shall be payable by the said Company, shall be paid by them accordingly to the Person or Persons entitled thereto,

Providing for Taxation of such Costs.

and the same shall be paid by the Company to such Person or Persons accordingly: Provided always, that the said Company shall not be at liberty to enter into possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sums claimed in respect of the same in the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The *Tyne Dock Company*," pursuant to the Method prescribed by the herein-before mentioned Act passed in the First Year of the Reign of His Majesty King *George* the Fourth, which Sums shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided also, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, or claiming the said disallowed Costs, and the Amount thereof may then be paid to the said Company out of the said Sums so deposited by them as aforesaid.

Costs of the  
Dean and  
Chapter.

LX. Provided always, and be it further enacted, That the Costs, Charges, and Expences incurred and to be incurred by the said Dean and Chapter in and about the Negotiations preparatory to and in and about the passing of this Act, and the Execution of the Works hereby authorized to be made and executed, including the Costs, Charges, and Expences of the Employment of Engineers and Surveyors, and incidental thereto, shall be retained by the said Company out of the Purchase Money payable as herein-before mentioned, for the Interests of the said Dean and Chapter in the Land to be taken and used for the Purposes of this Act, and shall be by the said Company paid to the said Dean and Chapter, and the Balance only of the said Purchase Money shall be paid into the Bank of *England*, as herein directed.

Power to  
enter upon  
and take  
Possession  
of Lands for  
the Purposes  
of this Act.

LXI. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person or Corporation whatsoever mentioned and described in the said Maps or Plans, and authorized to be taken and used by the said Company, according to the Provisions of this Act, and to survey and take Levels of the same and every or any Part thereof, and to set out and appropriate for the Purposes of this Act such Parts thereof as they are by this Act empowered to take or use, and, after Payment or Deposit of the Purchase Money of any Lands, as herein-after mentioned, in and upon such Lands to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Gravel, Sand, or other Materials or Things which may be dug or obtained in the Execution of the Powers of this Act, and may be proper or necessary for making,  
main-

maintaining, altering, repairing, or using the said Docks and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also to make Coffers Dams and all other necessary Works for any of the Purposes by this Act authorized; and to alter the Course of any Street, Road, or Way, or to raise or sink any Street, Road, or Way for the Purpose of forming a convenient Access to the said Docks and other Works by this Act authorized; and also to erect such Toll or other Houses, Works, and Conveniences upon the Lands by this Act authorized to be taken or used as shall for the Purposes of this Act be deemed necessary or proper by the said Company; and from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and generally to do, perform, and execute all such other Acts, Matters, and Things as they shall think necessary or proper for making and maintaining the said Docks and Approaches and other Works by this Act authorized; the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and making full Satisfaction in manner herein-after mentioned to all Persons and Corporations interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company, their Agents, Workmen, and all other Persons whomsoever, for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after contained; provided that the said Company shall not alter, abridge, lessen, or diminish any of the Powers, Rights, Privileges, Works, Roads, Approaches, Conveniences, and Advantages by this Act authorized and directed to be made for the Benefit and Advantage or Convenience of the said Dean and Chapter and their Lessees: Provided always, that nothing in this Act contained shall be held to authorize or empower the said Company, their Agents or Workmen, to enter into or upon the Land of any Person or Corporation whatsoever (except for the Purpose of surveying and taking Levels thereof, or of setting out and appropriating, for the Purposes of this Act, such Part thereof as the said Company are by this Act empowered to take or use, and except for some One or more of the Purposes for which the said Company are by this Act authorized, without previous Payment, Tender, or Deposit of Compensation, to take temporary Possession of Lands adjoining or lying near to the said Docks,) until the said Company shall have previously paid, tendered, or deposited in manner by this Act directed, to or for the Use of the Parties entitled to such Lands, or reputed so to be, the Purchase Money or Compensation which shall have been agreed upon or awarded to be paid in respect of the same.

LXII. And be it further enacted, That if the said Company or any of their Contractors shall wilfully enter upon and take Possession of any Lands, except for the Purposes herein-before mentioned, without such Consent as aforesaid, or without having made or tendered Payment for the same as aforesaid, the said Company shall forfeit and pay to the Party in Possession of such Lands the Sum of Ten Pounds, over

Penalty on Company entering upon Lands without Consent before Payment of Purchase Money.

and above the Amount of any Damage done to such Lands by reason of such Entry and taking Possession as aforesaid, such Penalty and Damage respectively to be recovered before any Two Justices of the Peace for the County or Place where the said Lands may be situate; and if the said Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice to the said Company from the Party in Possession of such Lands, continue in unlawful Possession of the said Lands, the said Company shall be liable to forfeit and pay the Sum of Five Pounds for every Day they or their Contractors may so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession of the said Lands, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided always, that nothing herein contained shall be held to subject the said Company to the Payment of any such Penalties as aforesaid if they shall *bonâ fide* and without Collusion have paid or tendered or deposited the Composition agreed or awarded to be paid in respect of the said Lands to any Person whom the said Company may have reasonably believed to be entitled to receive the same, although such Person may not have been legally entitled to receive the same, or the said Company shall have made an incorrect Deposit thereof, nor shall any Decision of Justices under the Provision herein-before contained be held conclusive as to the Right of Entry by the said Company: Provided also, that in case the said Company shall have given Notice of this Provision to any Contractor or Contractors, the said Company shall be entitled to recover from such Contractor or Contractors any Penalty in which they may have been convicted in consequence of the Acts of such Contractor or Contractors, or his or their Servants, Agents, or Workmen, done without the Authority of the said Company.

Compensation to be made for temporary Damages.

LXIII. And whereas in making and executing the said Docks, and the several other Works by this Act authorized, it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line or Site of the said Docks and other Works, for the Purpose of laying and depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Roads or Approaches to and from the said Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid, until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid, without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation  
whatsoever



whatsoever adjoining or lying near to the Line or Site of the said Docks and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands, or upon any Part thereof respectively, any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Works, and also to make use of any existing Roads, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners or Occupiers thereof, such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in case of Disputes as to the Value of Lands through and upon which the said Docks and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required to make such Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, within One Calendar Month after the Expiration of the Period by this Act granted for completing the said Docks and other Works: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near to the Line or Site of the said Docks or Works the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart, by sufficient Railings or Fencings, so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Five hundred Yards from the Site of the said Docks and other Works: Provided always, that before entering upon any such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Persons who shall enter into a Bond to such Owner or Occupier in a Penalty to the Amount of Fifty Pounds *per* Acre, conditioned to the Payment of such Compensation; such Securities to be approved of by Two Justices of the County in which the same Lands shall be situate, in case the Parties differ about the same,

LXIV. Provided always, and be it further enacted, That whenever the said Company shall have occupied or shall hereafter occupy, under the Provisions of this Act, any Land for temporary Purposes, the said Company shall pay to the Owner and Occupier of the said Land for the Time being full Compensation for the Occupation of the same, and for any temporary Injury such Owner and Occupier may sustain in consequence of the Occupation of the same, the Amount of which Compensation, whether the same exceed or be less than Twenty Pounds, shall be settled, judged of, and determined, from Time to Time as such Compensation shall be claimed, by any Two Justices

Compensation to be settled by Justices.

[Local.]

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acting

acting for the District in which such Land may lie, and shall be recovered in the same Manner as Damages to a small Amount are directed to be recovered by this Act: Provided always, that the permanent Injury or Damage (if any) which may be done to the said Lands shall be settled as directed by this Act.

Enabling  
the Com-  
pany to sell  
Lands not  
wanted for  
the Pur-  
poses of the  
Act.

LXV. And whereas by means of the Purchases which the said Company are empowered and required to make by virtue of this Act it may happen that they may be seised or possessed of more Lands than may be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years from the passing of this Act, to contract for and sell, and by Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof, any Part of such superfluous Lands, or any Estate or Interest purchased by the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall sell and dispose of any such Lands, shall first offer to resell the same to the Person or Corporation from whom such Lands were purchased by the said Company, in case he shall be the Owner of any Land adjoining thereto; and in case such Person shall have died, or cannot be found, or shall refuse or neglect to repurchase such Land, then the Offer to sell the same shall be made to the Owners of any adjoining Land; and a Declaration pursuant to an Act passed in the Fifth and Sixth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits; and to make other Provisions for the Abolition of unnecessary Oaths* made before a Master or Master Extraordinary in the High Court of Chancery, or before a Justice of the Peace for the said County, by some Person not interested in the said Land, stating that such Offer was made by or on behalf of the said Company, and that such Offer was then and thereupon not agreed to or was refused by the Person to whom the same was so offered, shall in all Courts whatever be sufficient Evidence and Proof that such Offer was made, and was not agreed to or was refused by the Person to whom such Offer was made, as the Case may be; and in case such Person shall be desirous of purchasing or repurchasing the same, and he and the said Company shall differ and not agree with respect to the Price thereof, in such Case the Price thereof shall be ascertained by a Jury in manner herein-before directed with respect to the disputed Value of Premises to be purchased by the said Company in pursuance of this Act; and the Expences of hearing and determining such Difference shall be borne and paid in like Manner as is herein-before directed with respect to Purchases made by the said Company, *mutatis mutandis*; and the Money produced by the Sale which may be made by the said Company of such Land as aforesaid shall

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c. 62.

shall be applied to the Purposes of this Act, but the Purchaser thereof shall not be answerable or accountable for any Misapplication or Non-application of such Money.

LXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years after the passing of this Act, to sell all such Lands as shall have been purchased by the said Company, and shall be found unnecessary for effecting the Purposes of this Act, or be inapplicable to the Purposes hereof, and to release and convey the same, at such Times during the said Period, for such Prices, and in such Manner as they shall think proper, with such Right of Pre-emption in favour of adjoining Proprietors, and under such Provisions and Restrictions as are limited, expressed, and declared in and by this Act in respect of Lands purchased and taken under this Act; and if the said Company shall not within the Time herein-before limited have sold such Parts of the Lands purchased by them as shall not be wanted for the Purposes of this Act, then and in such Case such last-mentioned Lands shall vest in the Owners for the Time being of the Land adjoining that which shall not have been then sold in manner following; that is to say, one Moiety in the Owners of the Land on the one Side thereof, and the other Moiety in the Owners of the Land on the other Side thereof.

Company to sell Lands not wanted for the Purposes of this Act.

LXVII. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands, or of any Interest therein, belonging to the said Company, which shall be sold by the said Company under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two Directors of the said Company, or for the Secretary or Clerk or any Officer appointed by the said Directors for the Purpose, to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received, and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

Company upon Payment of Money to give Receipts.

LXVIII. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned

The Word "grant" in Conveyances from the Company to amount to certain Covenants.

occasioned by them; and that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, or Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises by the said Company or their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches of Covenant as they might do in case such Covenant were expressly inserted in such Conveyances.

Company  
not to claim  
Mines, &c.  
under Lands  
purchased.

LXIX. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, or other Mines or Minerals under any Land purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, or other Mines and Minerals as may be necessary to be dug or carried away or used for the Purposes of this Act, but all such Coal, Ironstone, Limestone, Stone, Slate, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid shall (unless the contrary be expressed) be deemed to be excepted out of the Purchase and Conveyance of such Lands, and may, subject to the Restrictions herein-before contained for the Purchase thereof by the said Company, be worked by the respective Owners or Lessees thereof under the said Lands, or the Dock or Docks or other Works of the said Company, as if this Act had not been passed; provided that in the working of such Mines or Minerals no Damage be done to the said Dock or Docks or Works, other than what is necessarily incident to the proper working of the said Mines and Minerals.

Compensa-  
tion for  
Mines de-  
stroyed.

LXX. Provided always, and be it further enacted, That when any such Coal, Ironstone, Limestone, Stone, Slate, or other Mines and Minerals shall have been dug, carried away, or used for the Purposes of this Act, or destroyed or rendered useless by the Formation of the said Dock or Docks or any of the Works connected therewith, the said Company shall and they are hereby required to make Compensation or Satisfaction for such Mines or Minerals to the respective Parties to whom, as Proprietors, Lessees, or Tenants, such Mines or Minerals shall belong; but inasmuch as the Value of any Mines or Minerals for which Compensation or Satisfaction by this Clause is directed to be made cannot be satisfactorily ascertained until after the same Mines or Minerals shall have been dug, carried away, or used for the Purposes of this Act, or destroyed or rendered useless by the Formation of the said Dock or Docks or any of the Works connected therewith, it is expedient that the said Company, their Agents and  
Workmen,

Workmen, should be empowered to proceed in forming the said Dock or Docks, and to carry on the Works connected therewith, without having previously made such Payments, Tender, or Investments of Money as herein-before mentioned, for or in respect of such Mines or Minerals as last aforesaid; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to proceed in forming the said Dock or Docks, and to carry on the Works connected therewith, without having previously made any such Payment, Tender, or Investment of Money as herein-before mentioned for or in respect of any Coal, Ironstone, Limestone, Stone, Slate, or other Mines or Minerals which shall be dug, carried away, or used for the Purposes of this Act, or destroyed or rendered useless by the Formation of the said Dock or Docks or any of the Works connected therewith; and in case the Parties shall differ as to the Amount of any Compensation or Satisfaction to be made under this Clause, such Amount shall be ascertained and settled by the Verdict of a Jury, in the same Manner and under the same Regulations as herein provided in Cases of Dispute as to the Amount of Purchase Money to be paid for Lands taken for the Purposes of this Act; and the Amount so ascertained and settled, together with such Costs and Expences (if any) as would have been payable by the said Company under the Provision herein-before contained in that Behalf in case such Jury had been summoned to assess the Amount of Purchase Money to be paid for any Lands taken for the Purposes of this Act, shall be paid to the said Proprietor, Lessee, or Occupier, by the said Company, within One Calendar Month; and in case the same shall not be so paid the same shall and may be recovered in the same Manner as is herein-before directed with respect to Costs and Expences payable by the said Company under the said last-mentioned Provision.

LXXI. Provided always, and be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, or other Mines or Minerals lying under the said Dock or Docks and Works, or any of them, or within the Distance of Fifty Yards from the same respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company under his Hand of such Intention at least Thirty Days before he, she, or they shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect such Mines, or cause the same to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase of and to purchase any such Mines or Minerals, or any Part thereof, the getting and working of which may appear to the said Company to be likely to prejudice or damage the said Dock or Docks or other Works; and in case the said Company, and such Proprietor, Lessee, or Tenant, do not agree as to the Amount or Value of such Mines or Minerals, the same shall be ascertained and settled by the Verdict of a Jury, as is herein-before directed with respect to the Land which shall or may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not before the Expiration of such Thirty Days declare their Desire to purchase the said Mines,

Company may inspect Mines, and contract for the Purchase of them.

In case Company do not purchase, Proprietors

may work  
the Mines.

and do not treat with such Proprietor, Lessee, or Tenant for the same, and do not within the Time last aforesaid enter into any Contract or Contracts for the Purchase of such Coal, Ironstone, Limestone, Stone, Slate, or other Mines or Minerals, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Parts of the said Mines as lie under the said Dock or Docks and Works, or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby: Provided also, that in case the said Company shall purchase any such Mines under the said Dock or Docks or Works, or within Fifty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines on either Side or on both Sides of the Mines so purchased, to work and get such adjoining Mines up to the Limits of the Mines so purchased, without being liable to the said Company for any Damage that may be done thereby.

If Company  
purchase the  
Mines, Pro-  
prietors of  
adjoining  
Mines may  
make Air-  
ways, &c.

LXXII. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Dock or Docks or Works, or within the Distance of Fifty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines (such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased,) to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines, Measures, or Strata so purchased by the said Company as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Mines, and lead and carry away the Minerals on each Side of the Mines so purchased as aforesaid, the requisite Number of such Airways, Headways, Gateways, or Water Levels, in case the Parties differ about the same, being settled and decided by Three competent Persons, one of them to be appointed by the said Proprietor, Lessee, or Tenant, one other of them by the said Company, and the Third of them by the Two so first appointed; and if either such Proprietor, Lessee, or Tenant, or the said Company, shall, for Fourteen Days after being required in Writing by the other Party, neglect or decline to appoint such competent Person, then the Party making such Requisition shall be at liberty to appoint Two competent Persons to settle and decide such Difference, who shall appoint a Third competent Person, and the Decision of the Persons so appointed in either of the Ways aforesaid, or of the Majority of them, shall be binding and conclusive on all Parties: Provided always, that no Airway, Headway, Gateway, or Water Level shall be of greater Dimension or Section than Six Feet wide and Six Feet Six Inches high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company, for all Coal or other Minerals worked or obtained by them from and out of such Airway, Headway, Gateway, or Water Level at the same Rate or Price at which the said Company shall have purchased and paid for the said Mines: Provided also, that such Airways, Headways, Gateways, or Water Levels shall be cut or made without the Proprietors, Lessees, or Tenants being liable to the said Company for any Damage that may be done thereby, unless such Damage be wilfully

Dimensions  
of Airways.

fully done or caused by the cutting or making of the said Airways, Headways, Gateways, or Water Levels in an improper Manner: Provided also, that the said Company shall pay to the respective Proprietors, Lessees, or Tenants of such Mines as last aforesaid a reasonable Compensation for the increased Expence of working, as well the Mines or Minerals out of the said Airways, Headways, Gateways, and Water Levels as aforesaid, as also the Mines or Minerals to be worked and gotten by means of such Airways, Headways, Gateways, and Water Levels; and in case the Parties shall differ about such Compensation as last aforesaid such Difference shall be settled and decided in the same Manner as is herein-before provided with respect to any Difference about the requisite Number of such Airways, Headways, Gateways, or Water Levels.

LXXIII. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Calendar Months next after the passing of this Act at *Newcastle upon Tyne*, such Meeting to be called by Five or more Subscribers to the said Undertaking holding in the aggregate One hundred Shares or upwards, by Advertisement inserted in Two or more Newspapers published at *Newcastle upon Tyne* and in One or more of the *London* Newspapers; and from and after such First General Meeting of the said Company there shall be a yearly General Meeting of the said Company in the First Week of the Month of *March* in each and every Year, or within the Space of Twenty Days next after such Period, and all such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided (of which said General Meetings and Special General Meetings Fourteen Days public Notice at the least shall be given in the Manner herein-after directed, and every such Notice of a Special General Meeting shall specify the Purpose for which the same is called); and such First General Meeting and such half-yearly General Meetings and Special General Meetings may be adjourned from Time to Time, all Adjournments being made to the same Place where the original or preceding Meeting shall have been held.

First and  
General  
Meetings.

LXXIV. And be it further enacted, That Ten or more Proprietors of the said Company holding in the aggregate Five hundred Shares or upwards in the said Undertaking, upon which Shares all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at or delivered to some Inmate of their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company; so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Requisition shall have been left or given as aforesaid, the same may be called by such Ten or more Proprietors, by giving Fourteen Days Notice thereof, in which Notice  
the

Meetings of  
Proprietors  
may be spe-  
cially con-  
vened.

the Object for which the said Meeting is called shall be specified, in Two or more Newspapers published at *Newcastle upon Tyne* and in One or more of the *London* Newspapers, and that the Directors may, without any such Requisition, call such Special General Meeting by giving the like Notice; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting shall proceed in the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice, and to those only; and all Acts of the major Part in Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid with respect to the Matters specified in such Notice, and those only, as if the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

Business at  
Special and  
adjourned  
General  
Meetings.

LXXV. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and no Business shall be transacted at any adjourned General or adjourned Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Notice of  
Meetings,  
how to be  
given.

LXXVI. Provided always, and be it further enacted, That, save as herein excepted, all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any other Matters, to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisement inserted in Two or more Newspapers usually circulated in the Town and County of *Newcastle upon Tyne* and in One or more of the *London* Newspapers; and such last-mentioned Notices, when so published and given, shall be deemed and considered the same as if personally served.

General  
Meetings to  
consist of  
Ten or more  
Persons  
possessed of  
at least  
Five hun-  
dred Shares.

LXXVII. Provided always, and be it further enacted, That if at any General or Special General Meeting there shall not, within Two Hours from the Time appointed for such Meeting, be Ten or more Proprietors present who shall in the whole be entitled to vote, either personally or by Proxy, in respect of at least Five hundred Shares, no Choice of Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time; and if such sufficient Number of Proprietors qualified as aforesaid shall not then attend thereat, such Meeting shall stand adjourned to the following Day; and in case such Number of Persons qualified as aforesaid shall not then be present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed at the General Meeting which shall be held in the Month of *March* in the following Year.

LXXVIII. And



LXXVIII. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act, all Persons and Corporations who shall have duly subscribed for or become entitled to Five Shares in the said Undertaking, and their respective Successors, Executors, Administrators, or Assigns, shall have a Vote for such Shares, and shall have an additional Vote for every Five Shares which they shall have subscribed for or become entitled to in the said Undertaking beyond the Number of Five Shares, but no Person shall have more than Twenty Votes although possessed of more than One hundred Shares in the said Undertaking; and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of the Proprietors of the said Company then present personally or by Proxy; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking of any Votes at such Meetings; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted, and other Circumstances, will admit; (that is to say,)

Directing how Subscribers shall vote at Meetings.

‘ A. B. of \_\_\_\_\_ one of the Proprietors of “ The Tyne Dock Company,” doth hereby appoint C. D. of \_\_\_\_\_ to be the Proxy of the said A. B., to vote or give his Assent to or Dissent from any Business, Matter, or Thing relating to the said Undertaking which shall be proposed at any General or Special General Meeting of the said Company, in such Manner as he the said C. D. shall think proper. In witness whereof the said A. B. hath hereunto set his Hand [or Common Seal] the \_\_\_\_\_ Day of \_\_\_\_\_ of \_\_\_\_\_

Form of Proxy.

LXXIX. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall for the Purposes of this Act be deemed the Proprietor of such Share, and as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor

The Person whose Name stands first as a joint Proprietor with others to be deemed the Owner, and to vote.

prietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette* as herein mentioned (as the Case may require); and such Notice shall be deemed sufficient Notice to such Person whose Name shall so stand first as aforesaid, and to all other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given: Provided always, that all Persons jointly interested in any Share or Shares of the said Company shall be entitled to attend the several Meetings of Shareholders of the said Company; and if the Person whose Name stands first in the Books of the said Company as the Proprietor of such Share or Shares shall not be present at any such Meeting, then the Person whose Name stands next in the Books of the said Company as joint Proprietor of such Share or Shares shall be entitled to vote in respect of the same, and so on to the last of such Proprietors standing in the Books of the said Company.

Lunatics and  
Minors to  
vote by Com-  
mittees and  
Guardians.

LXXX. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot, or Minor, such Lunatic or Idiot shall or may vote at such Meeting by the Committee of his Estate or by any of such Committees, and such respective Committees, or any of them, may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy, and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians or any of them may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such Committee or Guardian, or each of several Committees or Guardians, may also vote in Right of his own Share, if he have any, as well as in the Character of Committee or Guardian.

Proprietors  
in arrear  
not to vote.

LXXXI. And be it further enacted, That no Proprietor of any Share on which any Call shall have been made shall, after the Day appointed for the Payment of the same, be allowed to vote either personally or by Proxy at any Meeting of the Proprietors of the said Company, or to act or vote as a Director at any Meeting of the said Directors, if objected to, until the Money called for in respect of such Share shall have been fully paid.

Powers of  
General and  
Special  
General  
Meetings.

LXXXII. And be it further enacted, That it shall be competent to any General or Special General Meeting to call for, inspect, and examine the Accounts of the said Company and of the Directors, and of the Receivers and Collectors of the Rates, Tolls, or other Sums, and of the Officers of the said Company, and also in like Manner to call for, inspect, and examine all Rules, Regulations, Accounts, Books, Vouchers, Memorandums, and Documents relating to the said Company or to the Business thereof, and to call for any Information or Explanation from the Directors, Secretary, and other Officers of the said Company, in respect of the said Matters or any of them, and also to give and allow to the Directors for the Time being collectively,

or

or to each or any of them individually, such Remuneration, Salary, or Allowance for his or their Time and Trouble in attending to or conducting the Business of the Company as by such Meeting shall be deemed fit, and also to allow and confirm the Accounts of the Company, so as to bind all the Proprietors for the Time being, and all Persons claiming under them, and generally to consider and decide upon any Business, Matter, or Thing relating to the said Company and the Affairs and Concerns thereof.

LXXXIII. And be it further enacted, That the said Company, at some General or Special General Meeting of the said Company, shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Affairs of the said Company, and for regulating the Proceedings and remunerating and reimbursing the Expences of the said Directors, and for the Management of the Officers and Servants of the said Company in all respects whatsoever, and for regulating, governing, and managing the several Works, Matters, and Things by this Act authorized to be made and done, as well whilst the same are doing as after the same shall be completed; and in respect of the Admission of Ships, Vessels, Lighters, Barges, or Craft, and of the Removal thereof, within and out of the said Docks and Basins, and also of the unshipping, landing, and shipping, lading, and discharging, conveying, warehousing, storing, depositing, and removing of Coals, Cinders, Culm, Coke, or Ashes, and other Goods, Merchandize, and Things, upon, to, in, or from the said Quays, Wharfs, Warehouses, and Premises; and also in respect of the Hours during which the Gates and Entrances of the said Docks and Premises shall be open, and in respect of the Persons who shall be permitted to be employed in or about the said Docks and Premises, and as to the using of Candles, Fires, and Lamps within the said Docks or Premises, and for the better regulating Porters, Carters, and others carrying or conveying Coals, Cinders, Culm, Coke, and Ashes, or other Goods, Wares, and Merchandize, or using or driving Horses, Trucks, Carts, or other Carriages to or from the said Premises, and of all Masters of Vessels, Pilots, Lightermen, Labourers, and others within the said Docks and Premises, and for preventing Damage being done to the Shipping, Lighters, Barges, and Craft, or to any Goods, Merchandize, or Things within the Premises of the said Company; and also from Time to Time to repeal, annul, amend, add to, or alter such Bye Laws, Orders, and Rules, and to make others, and to affix and appoint such reasonable Fines and Penalties upon all Persons offending against the same as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any one Offence; such Fines and Penalties to be levied and recovered as any Penalty may by this Act be levied and recovered; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England* or to any Directions in this Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

Company  
empowered  
to make  
Bye Laws.

LXXXIV. And be it further enacted, That no Bye Law which shall be made by the said Company shall have any Operation or Effect until

Bye Laws to  
be approved  
by Judges or  
the

Magistrates  
in Quarter  
Sessions.

the same shall have been submitted to and approved by One of the Judges of Her Majesty's Courts of Record at *Westminster*, or by the Justices of the Peace for the County of *Durham* in Quarter Sessions assembled; and every such Bye Law, when approved as aforesaid, shall be binding and conclusive upon all Persons whomsoever; and any Justice of the Peace before whom any Person offending against any such Bye Law may be brought or summoned shall have the Power of convicting for the Whole or any Part of the Penalty imposed by such Bye Laws, as the said Justice may, in his Discretion, think proper, any thing in the said Act or in such Bye Laws to the contrary thereof notwithstanding.

First General  
Meeting to  
choose Di-  
rectors.

LXXXV. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Twelve Persons, who shall be Proprietors and respectively possessed in their own Right of Ten Shares in the said Undertaking, shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting, either personally or by Proxy, and of the Directors so elected as aforesaid Three shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors until the Annual General Meeting of the said Company which shall be held in the Month of *March* in the Year of our Lord One thousand eight hundred and forty, and until others shall be elected in their Stead, in pursuance of this Act.

Directors to  
go out an-  
nually by  
Rotation.

LXXXVI. And be it further enacted, That at the General Meeting to be held in the Month of *March* which will be in the Year of our Lord One thousand eight hundred and forty One Fourth of the Directors who shall have been so elected as aforesaid (to be determined by Ballot amongst themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons, who shall be Proprietors and respectively possessed in their own Right of Ten Shares each at the least in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *March* which will be in the Year of our Lord One thousand eight hundred and forty-one One Third of the remaining Directors who shall have been primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *March* which will be in the Year of our Lord One thousand eight hundred and forty-two One Half of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *March* which will be in the Year of our Lord One thousand eight hundred and forty-three the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *March*

*March* in every subsequent Year One Fourth of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

LXXXVII. Provided always, and be it further enacted, That every Director who shall go out of Office on any annual Day of Election may be immediately or at any future Time re-elected by the said Company a Director of the said Company, and after such Re-election he shall, with reference to the going out by Rotation, be considered as a new Director.

Directors going out of Office re-eligible.

LXXXVIII. And be it further enacted, That when and so often as any Director of the said Company shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

For supplying Vacancies among Directors.

LXXXIX. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Place or Office of Trust or Profit under the said Company, or shall either directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Ten Shares in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting as a Director.

No Person holding Office capable of being a Director.

XC. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have Power to use the Common Seal of the said Company on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, which the said Company are by this Act authorized to do (except such as are herein required and directed to be done at some General or Special General Meeting of the said Company); and the said Directors shall appoint and displace all the

Powers and Duties of Directors.

[Local.]

Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences, or Superannuation Allowances, as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time and from Place to Place as they shall think proper, and there shall be Three Directors at the least present in order to constitute a Meeting; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present; and no Director, although possessed of many Shares in the said Undertaking, shall have more than One Vote at any such Meeting, unless he be the Chairman of such Meeting, in which Case he shall, if there shall happen to be an equal Division, always have a second or casting Vote as Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them, and of all Money which they shall receive on behalf or in respect of such Undertaking, from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter into some Books to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies, as the Case may require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

Directors  
may appoint  
Committees.

XCI. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint out of their own Body a Committee or Committees, who shall have full Power and Authority to do, execute, and perform all such and so many of the Matters and Things which shall be confided to them by the said Directors; and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any Committee which shall have been appointed by them, or to remove and displace any Member of such Committee, and to appoint another in his Place and Stead, when and as often as such Directors shall think proper, and such Committees respectively shall have Power to meet from Time to Time and to adjourn from Place to Place as they shall think proper, and as Occasion shall require, for effecting the Purposes aforesaid; and at all Meetings of the said Committee one of the Members present shall be appointed Chairman, who shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon

upon any Subject entertained by the said Committee shall have an additional or casting Vote.

XCVII. And be it further enacted, That all Contracts and Agreements in Writing relating to the Affairs of the said Company which shall be signed by any Three of the Directors of the said Company shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators, and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or any of the other Parties thereto failing in the Execution thereof.

Contracts to be signed by Three Directors.

XCVIII. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company and of the said Directors and Committees respectively, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without due Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors, or being Directors, or Members of the Committee, or of the Signature of such Chairman, as the Case may be, all of which last-mentioned Acts shall be presumed.

Orders and Proceedings to be entered in a Book.

XCVIII. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book shall at all reasonable Times be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act, without Fee or Reward; and the said Loan Creditors or any of them may take Copies of or Extracts from the said Book without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit such Loan Creditors, or any of them, to inspect such Book, or to take such Copies or Extracts, he shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Directors to cause Accounts to be kept.

XCV. And be it further enacted, That at the First General Meeting which shall be held after the passing of this Act, and at the first Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provisions herein contained, and at the first Meeting of the said Directors which shall be held next after the annual General Meeting in the Month of *March* in each Year, except the Year One thousand eight hundred and thirty-nine,

A Chairman and Deputy Chairman of Directors to be appointed.

thirty-nine, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors; and the Chairman for the Time being of the said Directors shall have the Custody of the Common Seal of the said Company: Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors present at the Meeting next after such Vacancy shall have occurred to choose some other of the said Directors to be Chairman or Deputy Chairman, to be chosen as last aforesaid, to fill such Vacancy, who shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

At Meetings of the Company the Chairman or Deputy Chairman of Directors to preside.

XCVI. And be it further enacted, That at all General or Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence some One of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman; and at every such Meeting the Chairman, in addition to his own Votes in respect of the Shares held by him and the Shares of any Proprietor whose Proxy he may hold, shall, in case of an Equality of Votes, have an additional or casting Vote.

No Person to hold the Offices of Secretary or Clerk and Treasurer at the same Time.

XCVII. Provided always, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed the Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk or of his Partner, to be a Treasurer for the Purposes of this Act, nor to appoint any Person who may be appointed a Treasurer or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust other than that of Director under the said Company, or other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

XCVIII. And



XCVIII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company, make out and deliver to the said Company, or to such Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act, and such Account shall state how, and to whom, and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same in his Possession and Power, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company, or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Company or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company, or by any other Person on their Behalf, to any Justice of the Peace acting within his Jurisdiction, such Justice may and he is hereby required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if sufficient Goods or Chattels shall not be found to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts in his Possession or Power relating to such Accounts, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required by Warrant under his Hand and Seal to commit such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the said

Officers to  
account.

[*Local.*]

17 A

Vouchers

Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges and have paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make) or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Three Calendar Months.

Accounts to be made up yearly.

XCIX. And be it further enacted, That the said Company shall and they are hereby required to cause a true and particular Account to be kept, and to be made up once in every Year, that is to say, on the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to those Periods respectively, which Account shall be laid before the annual General Meetings of the said Company herein-before directed to be held in the Month of *March*: Provided always, that if the Account so to be laid before any annual General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Ten Shares in the said Undertaking, who shall examine into such Account, and report thereon to a future Meeting of the said Company to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times, cause to be produced to the said Committee or any Three Members thereof all Books of Account, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Company to send annual Accounts of Receipts, &c. to Clerk of Peace and Town Clerk.

C. And be it further enacted, That the said Company shall and they are hereby required to transmit, free of Expence, on or before the First Day of *January* in each Year, to the Clerk of the Peace for the County of *Durham* and to the Town Clerk of *Newcastle on Tyne*, a Copy of their annual Account in Abstract, showing the total Receipts and Expenditure of all Funds levied under the Provisions of this Act for the past Year, under the several distinct Heads of Receipts and Expenditure, together with a Statement of the Balance of the said Account duly audited and certified by the Directors or Auditor of the said Company, and in case they shall refuse or neglect to transmit the same as aforesaid they shall forfeit and pay the Sum of Five Pounds for each Offence; which Copies of their said Account, when so transmitted to the said Clerk of the Peace and Town Clerk, shall be open to the Inspection of any Person interested therein, upon Payment of the Sum of Two Shillings and Sixpence, upon Application at the respective

respective Offices of the said Clerk of the Peace and Town Clerk at any reasonable Hour of the Day.

CI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered, from Time to Time, at any Annual General Meeting or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than twice in any Year, and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

Dividend to be declared.

CII. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations and the Names and Additions of the several Persons who shall then be, or who shall from Time to Time thereafter become, entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor, on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified, but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

Names of Proprietors to be entered and Certificates of their Shares to be delivered to them.

‘ The *Tyne* Dock Company.

‘ Number

THESE are to certify, That *A. B.* of \_\_\_\_\_ is the Proprietor of \_\_\_\_\_ of “ The *Tyne* Dock Company,” subject to the Rules, Regulations, and Orders of the said Company. Given under the Common Seal of the said Company the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_

Form of Certificate.

CIII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out, damaged, lost, or destroyed, then,

For granting new Certificates when

old ones destroyed, &c.

then, upon due Proof thereof to the Satisfaction of the said Company, a similar Certificate or Ticket shall be given to the Proprietor of the Share in respect whereof the Certificate or Ticket so worn out, damaged, lost, or destroyed was granted, the said Company receiving for every such Certificate or Ticket which shall so be given or exchanged the Sum of Two Shillings and Sixpence, and no more.

Company to enter and keep List of Proprietors of Shares.

CIV. And be it further enacted, That the said Company shall, in some proper Book to be provided by the said Company for that Purpose; enter and keep a true Account of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof or be entitled to any Share therein; and every Proprietor of the said Undertaking (or in the Case of a Corporation the Clerk or Agent of such Corporation duly appointed) may at all convenient Times have recourse to and peruse such Book *gratis*, and may demand and have Copies thereof or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied; and if the Secretary or Clerk of the said Company, or Person in whose Custody the said Book shall be, shall refuse to permit any such Proprietor, or the Clerk or Agent of any such Corporation as aforesaid, to peruse such Book at any reasonable Time, or shall refuse to make such Copy within a reasonable Period, on being paid as aforesaid, he shall for every such Offence forfeit and pay the Sum of Five Pounds,

Shares may be sold.

CV. And be it further enacted, That it shall be lawful for the several and respective Proprietors of any Share or Shares in the said Undertaking, their Executors or Administrators, Successors and Assigns, to sell and transfer any Share or Shares of which they shall respectively be possessed; and every such Transfer shall be by Writing duly stamped, and in the Form or to the Effect following; (that is to say,)

‘ I [or We] of \_\_\_\_\_ of \_\_\_\_\_ in consideration  
 ‘ of \_\_\_\_\_ paid to me [or us] by \_\_\_\_\_ of \_\_\_\_\_  
 ‘ do hereby bargain, sell, and transfer to the said \_\_\_\_\_  
 ‘ the Sum of \_\_\_\_\_ Part of the Capital or Joint  
 ‘ Stock of the *Tyne Dock Company*, being my [or our] Share [or  
 ‘ Shares], Number \_\_\_\_\_ in the Capital or Joint Stock  
 ‘ and Property and Effects of the said Company, to hold to the said  
 ‘ \_\_\_\_\_ Executors, Administrators, and Assigns, subject to the  
 ‘ same Rules, Orders, and Restrictions, and on the same Conditions,  
 ‘ that I [or we] held the same immediately before the Execution  
 ‘ hereof; and I [or we] the said \_\_\_\_\_ do hereby agree to  
 ‘ take and accept the said \_\_\_\_\_ Share [or Shares] subject  
 ‘ to the same Rules, Orders, Restrictions, and Conditions. As wit-  
 ‘ ness our Hands and Seals this \_\_\_\_\_ Day of \_\_\_\_\_ in  
 ‘ the Year of our Lord One thousand eight hundred and \_\_\_\_\_’

Which Transfer shall be executed by all Parties thereto; and on every such Sale the said Transfer, being executed by the Parties thereto, shall be kept by the Purchaser or Purchasers, for his, her, or their Security, after the Clerk or Clerks to the said Company of Proprietors shall have entered in a Book or Books to be kept for that Purpose a Copy or full Abstract of such Transfer, for the Use of the said Company,

pany, and have testified such Entry on such Transfer, for which the Sum of Two Shillings and Sixpence shall be paid, and the said Clerk or Clerks is and are hereby empowered to make such Entry accordingly; and until such Transfer shall be so entered or registered such Purchaser, or Purchasers of any Share or Shares, his or their Executors, Administrators, Successors, or Assigns, shall not have any Part or Share of or in the said Undertaking, or of or in the Profits, Dividends, and Advantages thereof, nor be entitled to vote at any Meeting or Meetings as Proprietor or Proprietors of Shares in the said Undertaking: Provided also, that after any Call for Money shall be made by virtue of this Act no Person or Persons shall sell or transfer any Share or Shares which he or they shall possess in the said Undertaking until the Money so called for in respect of his or their Share or Shares intended to be sold shall be paid, and until such Money so called for shall be paid any such Sale or Transfer of any Share or Shares shall not be valid; and all and every Person making default herein shall be subject and liable to forfeit such his, her, or their Share or Shares in the said Undertaking, to and for the general Benefit of the said Company, unless he, she, or they shall at the Time of such Sale or Sales or Transfer pay to the Treasurer or Treasurers of the said Company the full Sum of Money called for upon every Share so to be sold or transferred, subject to the Provisions of this Act.

CVI. And whereas by Death of or by other Events happening to Proprietors, or by Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein-before directed, a Declaration in Writing shall be made by some credible Person before some Justice of the Peace, Master or Master Extraordinary in Chancery, stating the Manner in which such Share hath been passed to such other Person or Corporation, and such Declaration shall be transmitted to the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company, and the said Company shall be entitled to receive for every such Entry as herein-before directed the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and before such Declaration shall have been transmitted, and such Entry made as aforesaid, no Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in

For ascertaining Proprietorship of Shares in case of Deaths, &c., in order to the Payment of Dividends in respect of such Shares.

respect of any Share, a Declaration as aforesaid, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made before some Justice of the Peace, Master or Master Extraordinary in Chancery, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Share, the said Will, or the Probate thereof, or the Letters of Administration, shall be produced and shown to the said Company, who shall be at liberty to copy the same, or to take such Extracts therefrom as they may think fit, for the Purpose of Registry or otherwise.

To compel  
Payment of  
Subscrip-  
tions.

CVII. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay the Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors of the said Company, under and by virtue of the Powers of this Act, at such Times and at such Places and to such Persons as shall be directed by the said Directors; and in case any Party shall refuse or neglect to pay as aforesaid the Money by him so subscribed for, or the Part thereof so called for, it shall be lawful for the said Company to sue for and recover the same in any Court of Law or Equity, together with Interest on such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum* from the Time when the same was directed to be paid as aforesaid up to the Day of actual Payment thereof.

Power of  
Directors  
to make  
Calls.

CVIII. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking for the Time being, to defray the Expence of and to carry on the same, as they from Time to Time shall find necessary, so that the aggregate Amount of Calls made or Money paid for or in respect of any such Shares shall not amount to more than the Sum of Fifty Pounds on any such Share; and so that no such Call shall exceed the Sum of Ten Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking, and an Interval of Two Calendar Months at the least shall elapse between the Day appointed for Payment of one Call and the Day appointed for Payment of another Call, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement inserted in Two or more Newspapers usually circulated in the County of *Durham* and the Town and County of *Newcastle upon Tyne*, and in One or more of the *London* Newspapers, or by Circular addressed to each of the Subscribers, and forwarded by Post to their usual or last known Place of Abode; and all Monies so called for shall be paid to such Persons,  
at

at such Times and Places, and in such Manner as in the said Notice or Circular shall be appointed; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons, and at such Times and Places, and in such Manner as shall be appointed as aforesaid; and if any Owner or Proprietor for the Time being of any such Share shall not so pay such his rateable Proportion, then and in such Case and as often as the same shall happen he shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner or Proprietor for the Time being of any such Share shall neglect or refuse to pay such his rateable Proportion, together with Interest (if any) then or at any Time thereafter to become due, it shall be lawful for the said Company to sue for and recover the same in any of Her Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information; or the said Directors may and they are hereby authorized to declare the Shares belonging to such Owner to be forfeited, and to order such Shares to be sold: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company, that such Share hath been declared forfeited, shall have been given or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until a Declaration of Forfeiture of the said Directors shall have been confirmed either at a General or Special General Meeting of the said Company, such General or Special General Meeting being held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid, and after such Declaration of Forfeiture shall have been confirmed by such General Meeting or Special General Meeting the said Company, by an Order to be made at the same or at any subsequent General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited or any of them in manner by this Act directed, and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and a Declaration before any Justice of the Peace, Master or Master Extraordinary in Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in Payment had been made in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration of Forfeiture had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated, and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of Proceeding in reference to such Sale, but such Declaration, to be made before a Justice of the Peace, or Master or Master Extraordinary in Chancery, of the Forfeiture of such Share, and the Receipt of the Treasurer of the said Company for the Price of such Share, shall be sufficient Evidence of Title thereto for all Purposes whatsoever.

If Calls are not paid they may be sued for, or the Shares declared forfeited, and sold.

CIX. And

Power to  
pay Sub-  
scription in  
Advance.

Interest to  
be paid on  
Amount in  
advance.

If Purchase  
Money for  
forfeited  
Shares be  
more than  
sufficient to  
pay the Ar-  
rears of  
Calls, &c.,  
Surplus to  
be paid to  
the Owner.

Proceedings  
in Actions  
for Calls.

CIX. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares,) to make the full Sum of Fifty Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest, at such Rate not exceeding the Rate of Four Pounds for every One hundred Pounds by the Year, upon the Principal Monies which have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

CX. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Non-payment of any Call as aforesaid shall be more than sufficient to pay all Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter under the Powers last herein-before contained than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears of Calls due from such Defaulter, and the Interest and Expences as aforesaid; and from and after Payment of such Arrears of Calls, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

CXI. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor for the Time being of any Share in the said Undertaking, to recover any Money due and payable for or in respect of any Call, it shall be sufficient for the said Company to declare and allege that the Defendant, being the Proprietor of a Share in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to, for a Call or so many Calls of such Sums of Money upon a Share belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such respective Calls was a Proprietor of a Share in the said Undertaking, and that such Call was in fact made, and that such Notice was given as is directed



directed by this Act, without proving the Appointment of the Directors who made such Calls, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest, computed as aforesaid, on such Calls, unless it shall appear that any such Call exceeds Ten Pounds *per* Share, or was made payable before the Expiration of Two Calendar Months from the Day appointed for Payment of the last preceding Call, or that Notice was not given as herein-before required; and in order to prove that the Defendant was a Proprietor of such Share in the said Undertaking, as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors from Time to Time of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to, and of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof, or be entitled to Shares therein, shall be *prima facie* Evidence that such Defendant is a Proprietor, and of the Number and Amount of his Shares therein.

CXII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or (being Females) marry, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof, duly made and executed as herein provided, and such Declaration as herein-before in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given under the Hands of Two Directors, or under the Hand of the Secretary or Clerk of the said Company, to the Person or Corporation stated or claiming in such Declaration to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person, or of the Clerk of such Corporation, or published in some Two or more Newspapers usually circulated in the County of *Durham* and the Town and County of *Newcastle upon Tyne*, and in One or more of the *London* Newspapers, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting, after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and dis-

For ascertaining the Proprietorship of Shares in case of Deaths, &c., in order to the making of Calls in respect of such Shares.

posed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Declaration made as aforesaid, then such Notice as is hereinbefore directed to be given shall be served upon or delivered to some Inmate of the said last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the event of the Share having been disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases, and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been inserted in the *London Gazette* as aforesaid.

Directors  
to appoint a  
Dock  
Master.

CXIII. And be it further enacted, That it shall be lawful for the said Directors, or any Three or more of them, from Time to Time, as Occasion shall require, to appoint a proper Person or Persons to be Dock Master or Dock Masters, and from Time to Time to remove, suspend, or dismiss him or them; and such Dock Master or Dock Masters shall have full Power and Authority to direct and control the Bridges over the Locks, mooring, unmooring, moving, or removing of all Ships and Vessels, Lighters and Craft, Rafts of Timber and other floating Goods, coming into, going out of, lying, or being in the said Docks, Basins, or Locks, either as to the Time, Rotation, and Manner of their Entrance into, lying in, or going out of the same, or their Position, loading, and discharging therein, and the Time or Times of opening or shutting the several Gates thereof; and in case the Owner, Master, Pilot, Servant, or other Person having the Care of any Ship, Vessel, Lighter, or Craft shall refuse or neglect to obey any such Order or Direction, after Notice to him or them given, or if any Ship, Vessel, Lighter, or Craft shall be left without any Person or Persons on board, it shall be lawful for the said Dock Master or Dock Masters, and his or their Assistants, to moor, unmoor, move, or remove such Ship, Vessel, Lighter, or Craft within the Locks, or within Two hundred Yards from the Centre of the Entrance thereto; and the Charges and Expences thereof respectively shall be repaid, together with any Sum not exceeding the Sum of Five Pounds for each Offence, by the Master or Owner of such Ship, Vessel, Lighter, or Craft, and may be recovered by the said Company, in case of Nonpayment

payment thereof on Demand, by such Ways and Means as Penalties are by this Act to be recovered.

CXIV. And be it further enacted, That in case any Master or other Person having the Command of any Ship, Vessel, Lighter, or Craft, or the Owner or Agent thereof, or any other Person or Persons whomsoever, shall obstruct or hinder the mooring, unmooring, moving, or removing of any Ship, Vessel, Lighter, or Craft within the Docks, or within Two hundred Yards from the Centre of the Entrance thereto, such Person or Persons shall for every such Offence forfeit respectively any Sum not exceeding Five Pounds, to be recovered by such Ways and Means as Penalties are by this Act directed to be recovered.

Penalty for obstructing the mooring, &c. of Vessels.

CXV. And be it further enacted, That every such Dock Master shall have full Power and Authority to order all Ships and Vessels entering the said Docks or any of them to be dismantled in such Manner as he may think proper and safe for Vessels entering the said Docks, and for the Prevention of Accident or Mischief to the Moorings, or to other Ships, Vessels, Lighters, or Craft, or to the said Docks, and during the Time of every Ship's Delivery, or when discharged of her Cargo, to have such Quantity of Ballast on board or dead Weight in her Hold as he may judge requisite for such Ship or Vessel, and no Ship or Vessel shall be allowed to enter the said Docks unless as so directed; and every such Dock Master shall also have full Power and Authority to give Directions for having substantial Hawsers and Tow Lines and Fasts to the Dolphins, Moorings, and Booms, Buoys or Mooring Posts, and also to regulate the Equipment, rigging, and lading of all Ships and Vessels in the said Docks or any of them, as shall be necessary; and in case he shall judge any Act or Proceeding in the Equipment, rigging, or lading of any Ship or Vessel injurious to the Safety of such Ship or Vessel, or to other Ships or Vessels in or entering or departing from the said Docks or to the said Docks or Works, to give Notice to the Master or other Person having the Charge or Command of such Ship or Vessel to discontinue and alter the same; and in case such Master or other Person shall not, according to such Direction, suspend or alter such Act or Proceeding immediately after Notice given to him or them, or some Person or Persons on board the said Ship or Vessel, for that Purpose, or if any Ship or Vessel shall be left in the said Docks without any Person or Persons on board, every such Master or other Person having the Command of such Ship or Vessel, or the Owner or Owners thereof, shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds; and the Owner or Owners of such Ship or Vessel shall also be answerable for all the Injury that may be sustained by any other Ships or Vessels or by the said Company through Neglect thereof.

Vessels in the Docks to be subject to Control of the Dock Master.

CXVI. And be it further enacted, That as soon as the said intended Docks are so far completed as to admit Ships, Vessels, or Craft to enter therein, no Ship, Vessel, Lighter, or Craft shall lie within Two hundred Yards from the Centre of the Entrance of the said Docks, unless for the Purpose of coming in or going out of the said Docks, so that at all Times the Entrances may be kept clear and without

For regulating the mooring of Vessels at the Entrances to the Docks.

Obstruction,

Obstruction, and over such Space the Dock Master or Dock Masters shall have Control, any Law, Statute, or Usage to the contrary notwithstanding; provided that nothing herein contained shall extend to prevent any Ship, Vessel, Lighter, or Craft from lying in the River *Tyne* alongside of any Wharf or Wharfs within the said Distance of Two hundred Yards from the Centre of the Entrance of the said Docks, for the Purpose of lading or discharging, so nevertheless as not to impede or obstruct the Entrance into or Departure from the said Docks.

For keeping  
Entrances  
clear.

CXVII. And for the better making and preserving a free and clear Passage and Entrance from the River *Tyne* into and out of the said Docks for all Ships, Vessels, Lighters, and Craft, be it further enacted, That if any Master or other Person having the Charge or Command of any Ship, Vessel, Lighter, Boat, or Craft shall place or permit or suffer the same to remain in the River *Tyne* within Two hundred Yards from the Centre of the Entrance of the said Docks, except as aforesaid, and shall not immediately on being thereunto required by the said Dock Master or Dock Masters remove such Ship, Vessel, Lighter, Boat, or Craft, every such Master and other Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, and also any Sum not exceeding Twenty Shillings for every Hour that such Obstruction shall remain after such Notice; and in case the Master or other Person shall not remove such Ship, Vessel, Lighter, Boat, or Craft immediately on being required so to do, it shall be lawful for the said Dock Master or Dock Masters, and his or their Assistants, to remove the same, at the Charge, Expence, and Risk of the Owner or Owners thereof; and in case the Owner or Owners of any such Ship, Vessel, Lighter, Boat, or Craft so removed by the said Dock Master or Dock Masters, his or their Assistants, shall refuse or neglect to pay the Charges and Expences of removing the same for the Space of Fourteen Days after Demand thereof by any Clerk, Collector, or other Officer of the said Company, the same shall and may be assessed by any Justice or Justices for either of the said Counties of *Durham* or the Town and County of *Newcastle upon Tyne*, and recovered in such and the like Manner as any Penalties and Forfeitures are by this Act directed to be recovered.

No Vessel to  
enter into  
or navigate  
in the Docks  
under Sail.

CXVIII. And for the Security and Preservation of the said Works, be it further enacted, That before any Ship or other Vessel shall enter or pass into the said Docks such Ship or Vessel shall have her Sails lowered or furled; and in case any Master or Pilot, or other Person having the Charge or Command of any Ship or Vessel, shall enter or navigate the same under Sail into or in the said Docks, every such Master, Pilot, and other Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Twenty Pounds.

Regulations  
as to Vessels  
unloading  
within the  
Docks.

CXIX. And be it further enacted, That each and every Ship and other Vessel, Lighter, or Craft, having a Cargo on board thereof, which shall go into the said Docks, shall be unloaded and discharged of her Cargo as soon as conveniently may be after entering therein; and after the Delivery of such Cargo such Ship or Vessel, Lighter or  
Craft,

Craft, shall then without Loss of Time be removed into such Part of the said Docks as shall be set apart for light Vessels; and the said Dock Master or Dock Masters is and are respectively hereby authorized and required to order and cause to be removed all light Ships or Vessels, Lighters or Craft, accordingly; and in case such Master, Owner or Owners, or other Person as aforesaid, shall refuse or neglect to remove the same from such Part of the said Docks as shall be set apart for light Vessels within Twenty-four Hours after Notice in Writing shall have been given to him or them respectively, signed by any such Dock Master or Dock Masters, then and in every such Case he or they respectively shall forfeit and pay any Sum not exceeding Five Pounds; and the said Dock Master or Dock Masters, or his or their Assistant or Assistants, may remove or cause to be removed such Ship or Vessel, Lighter or Craft, out of the said Docks, and the Costs, Charges, and Expences of removing the same shall be paid to such Dock Master or Dock Masters by the Owner or Owners or other Person as aforesaid; and in case of Nonpayment thereof on Demand, such Costs, Charges, and Expences, being ascertained by any Justice of the Peace for the County of *Durham* or the Town and County of *Newcastle upon Tyne*, may be recovered by Warrant under the Hand and Seal of such Justice of the Peace, upon Proof of such Demand and Nonpayment on the Oath of any Witness, by Distress and Sale of such Ship or Vessel, Lighter or Craft, or her Tackle, Apparel, or Furniture, or any Part thereof, rendering the Overplus (if any), after deducting the Charges of taking, keeping, and Sale of such Distress, to the Owner or Owners or other Person as aforesaid, upon the same being demanded.

CXX. Provided always, and be it further enacted, That the several Orders and Directions to be from Time to Time given by the said Directors or any of them, or by any Person or Persons duly appointed to execute the Office of Dock Master, to the Master or other Person having the Charge or Command of any Ship or Vessel entering or going out of or being within the said Docks, shall not extend or be construed to extend to lessen or diminish any Responsibility which the said Master or other Person shall be subject or be liable to in respect of such Ship or Vessel or of the Cargo thereof, except only so far as may regard the specific Order and Direction so given to him as aforesaid, and the immediate Consequences thereof.

Orders of Dock Master not to release the Owners of Vessels from their Responsibility.

CXXI. And be it further enacted, That if the Owner or Owners of, or the Person or Persons in or to whose Custody or Charge any Tar, Pitch, Rosin, Brandy, or other spirituous Liquors, Turpentine, Oil, or any other combustible Matter or Thing whatsoever, shall be intrusted, shall permit or suffer the same or any of them to be and remain on the Quays and Wharfs aforesaid or any Part thereof, or upon the Deck of any Ship, Lighter, Barge, Boat, or other Vessel in the said Docks, Basins, or other Works, above the Space of Two Hours after he or they shall have been required by the Dock Master or Dock Masters, by Notice in Writing, to take away or remove the same therefrom, then and in every such Case every such Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Forty Shillings for every Hour after the Expiration of the said Two

For removing Combustibles.

[Local.]

17 D

Hours

Hours until such combustible Matter or Thing shall be taken away and removed, such Two Hours to be computed from the Time of such Requisition.

Fire, Candles, or Lamps not to be lighted in the Docks, except as regulated by the Directors.

CXXII. And for more effectually preventing Accidents by Fire in the said Docks and Premises, be it further enacted, That if any Person or Persons shall have or keep, or cause to be had or kept, any Fire, Candle, or Lamp lighted within any of the said Docks or other Works, or on board any Ship or Vessel in such Docks, at any Time or Times whatsoever, save and except such Fires or lighted Candles or Lamps as shall be necessary to be used in making, building, finishing, repairing, altering, or improving of the same Docks, Basins, and other Works, or any of them, and save and except such and at such Times as shall be permitted by the special Orders and Regulations of the said Directors given in Writing in that Behalf, every Person so offending shall for every such Offence pay any Sum not exceeding Five Pounds.

No combustible Matter to be melted on board any Vessel within the Docks.

CXXIII. And be it further enacted, That no Pitch, Tar, Rosin, Turpentine, Oil, or other combustible Matter shall at any Time hereafter be boiled or heated by any Device or Means whatsoever on board any Ship or other Vessel, Lighter, Barge, Craft, or Boat lying in the said Docks or other Works, nor in any Place or Places within the said Docks or Premises, except in such Place or Places and in such Manner as shall be specially appointed by the said Directors for that Purpose; nor shall any Gunpowder or loaded Gun whatever be brought into the said Docks or Premises, or be suffered to remain on board any Ship or other Vessel, on pain that every Master, Commander, or Owner thereof so offending shall forfeit for every such Offence any Sum not exceeding Five Pounds.

To prevent Nuisances in the Docks.

CXXIV. And be it further enacted, That if any Person or Persons shall throw, cast, or put away any Ballast, Earth, Dust, Ashes, Stones, or other Things into any of the said Docks, or into or upon any of the said Works to be made in pursuance of this Act, to the Injury or Prejudice thereof, or do any other Annoyance to the same respectively, or any Part thereof, every such Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Forty Shillings.

Penalty against destroying Ropes of Vessels.

CXXV. And be it further enacted, That if any Person or Persons shall wilfully and maliciously cut, break, or in any Manner destroy any Rope or other Thing by which any Ship or other Vessel lying in any of the said Docks or Basins shall be moored or fastened, every such Person shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds: Provided always, that nothing herein contained shall hinder or restrain the said Dock Master or Dock Masters to be appointed in pursuance of this Act, or any of them, or his or their Assistant or Assistants, from exercising in a due and reasonable Manner any of the Authorities hereby vested in him or them respectively, save in respect of Vessels in Her Majesty's Service.

Company may buy up Shares, and sell them again.

CXXVI. And be it further enacted, That it shall be lawful for the said Company, if they shall deem it expedient, out of any Surplus of Monies or otherwise, to buy up any Share in the said Undertaking which shall

shall be offered for Sale, and in such Case it shall be lawful for them either to direct that any Share so bought shall merge in the said Undertaking, or that the same shall be transferred to the Clerk of the said Company, and any such Share may in such last-mentioned Case at any Time thereafter be sold for the Benefit of the said Company, and for raising of any Sum of Money which may be wanted for or towards the maintaining, repairing, or supporting the said Docks and other Works belonging to the said Company, or any other Purpose necessary for carrying on the same.

CXXVII. And be it further enacted, That the said Company shall have Power to demand and receive for or in respect of any Ship or Vessel which shall or may enter the said Docks the several Sums herein-after mentioned; that is to say,

Company entitled to a Tonnage Rate on Ships and other Vessels.

Any Ship or Vessel to or from any Port in Europe without the Straits of *Gibraltar* and the *British Provinces in North America*, Sixpence per Ton Register :

To or from any Port within the *Mediterranean Sea*, *Africa West of the Cape of Good Hope*, *America East of Cape Horn* (the *British Provinces in North America* excepted), and all the Islands in the *Atlantic Ocean*, Nine-pence per Ton Register :

To or from any Port in *Africa* and *Asia East of the Cape of Good Hope*, and any Port of *America West of Cape Horn*, and all the Islands in the *Pacific Ocean*, One Shilling per Ton Register .

Four Weeks without any further Charge; after remaining in the Docks Four Weeks, if whole or partially laden, Three Farthings per Ton per Week; if light, One Halfpenny per Ton per Week :

Any Ship or Vessel loading or discharging Goods (Coals, Culm, and Cinders excepted) to or from any Port in the United Kingdom or *Ireland*, including the Channel Islands, Three-pence per Ton per Week :

Any Ship or Vessel lying up in the Dock, for the first Four Weeks Four-pence per Register Ton; after that Period, One Halfpenny per Register Ton per Week.

CXXVIII. Provided always, and be it further enacted, That all Vessels entering the said Docks in Ballast, or without any Cargo, and going out of the same within Four Weeks, laden only with Coals, Culm, or Cinders, shall be exempted from the said Tonnage Rate; but if such Vessels be laden partly with Coal, Culm, or Cinders, and partly with Goods or Merchandize, the said Tonnage Rate shall be charged in the Proportion which the said Vessel is laden with Goods and Merchandize.

Exemption from Tonnage Rate.

CXXIX. And be it further enacted, That the said Company shall be likewise entitled to demand and receive the Charges for docking and undocking herein-after mentioned; that is to say,

Company entitled to Charges for docking and undocking.

For or in respect of any Ship or Vessel above Fifty and under One hundred and fifty Tons Register, Seven Shillings and Sixpence each Way; of One hundred and fifty Tons and under Two hundred and twenty Tons Register, Ten Shillings each Way; of Two hundred

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hundred and twenty Tons and under Two hundred and sixty Tons Register, Twelve Shillings and Sixpence each Way; of Two hundred and sixty Tons Register and upwards, Fifteen Shillings each Way:

All Keels and Craft entering and leaving the Dock, not exceeding Fifty Tons Register, for the Purpose of discharging or loading Merchandize, One Shilling and Three-pence each Way:

Company  
entitled to  
Dock Dues.

CXXX. And be it further enacted, That the said Company shall have Power to demand and receive the several Sums herein-after mentioned in respect of the Coals, Goods, Merchandize, Articles, and Things herein-after mentioned, which shall be shipped or unshipped, received or delivered within the said Docks; that is to say,

	s.	d.
Alum, <i>per</i> Ton	0	3
Aniseed, <i>per</i> Cwt.	0	1
Apples and Pears, <i>per</i> Bushel	0	0½
Aqua Vitæ, <i>per</i> Tun	1	6
Ash, Pot or Pearl, <i>per</i> Barrel	0	1
Beef and Pork, <i>per</i> Barrel	0	1
Bottles, <i>per</i> Gross	0	1
Brimstone, <i>per</i> Ton	0	3
Corn, <i>per</i> Quarter	0	0½
Canvass and Linen Cloth, <i>per</i> Bolt or Pin	0	0½
Cement, <i>per</i> Cwt.	0	0½
Cheeses, <i>per</i> Cwt.	0	1
Copperas, <i>per</i> Cwt.	0	0½
Currants, <i>per</i> Butt	1	0
Cider and Perry, <i>per</i> Tun	1	0
Coals and Culm, <i>per</i> Ton	0	3
Cinders, <i>per</i> Chaldron, Imperial Measure	0	4
Flour, <i>per</i> Barrel	0	1
Fusticks and other Dyewoods, <i>per</i> Ton	0	6
Galls, <i>per</i> Cwt.	0	1
Hemp and Flax, <i>per</i> Ton	0	6
Hides, <i>per</i> Ten Hides	0	0½
Holland Flax, <i>per</i> Ton	0	6
Hops, <i>per</i> Cwt.	0	1
Herrings, <i>per</i> Last, cured	0	1
Iron, <i>per</i> Ton	0	3
Lamp Black, <i>per</i> Hogshead	0	3
Lead, <i>per</i> Ton	0	3
Linseed, <i>per</i> Quarter	0	0½
Oak Bark, <i>per</i> Ton	1	0
Oil, <i>per</i> Tun, (252 Gall.)	0	8
Pit Props, <i>per</i> 120 in Number	0	2
Pitch, <i>per</i> Last of Twelve Barrels	0	6
Rape Seed, <i>per</i> Quarter	0	0½
Raisins, <i>per</i> Cwt.	0	1
Rice, <i>per</i> Ton	0	3
Rosin, <i>per</i> Ton	0	3
Salt, <i>per</i> Ton	0	3

Shumack,



	s.	d.
Shumack, <i>per</i> Ton	0	3
Slates, <i>per</i> Ton	0	3
Spirits, <i>per</i> Puncheon	1	0
Starch, <i>per</i> Barrel or Box	0	4
Sugar, <i>per</i> Ton	0	3
Tallow, <i>per</i> Ton	0	3
Tar, <i>per</i> Last of Twelve Barrels	0	6
Tobacco, <i>per</i> Hogshead	0	6
Treacle, Molasses, <i>per</i> Ton	0	3
Tree Nails, <i>per</i> 1000	0	2
Vinegar, <i>per</i> Tun	0	6
Wine, <i>per</i> Case or Basket	0	2
Ditto, <i>per</i> Pipe	0	6
Wainscot Logs, each	0	2
Uffins, <i>per</i> 120	0	6
Wool, <i>per</i> Sack	0	6
Yarn, <i>per</i> Ton	0	8
For Timber of every Description discharged and rafted in the Dock, <i>per</i> Load	0	4
For every Description of Wood Goods put into Craft, <i>per</i> Load	0	6
Ballast, <i>per</i> Ton	0	2

All other Goods and Merchandize not above particularised, Dock Rates at the Rate of One Penny *per* £1 Sterling *ad valorem*.

CXXXI. And be it further enacted, That in addition to the said Charges the said Company shall have Power to demand and receive, in respect of Coals or Culm, Cinders, Lead, and other Merchandize, Articles, and Things which shall be brought landward along the Avenues or Approaches to the said Docks for the Purpose of Shipment therein, the several Sums herein-after mentioned; that is to say, Company entitled to Rates on Coals brought along the Approaches.

Coals and Culm, *per* Ton, Three-pence; Cinders, *per* Chaldron Imperial Measure, Four-pence; Lead, *per* Ton, Sixpence; all other Goods, Merchandize, Articles, and Things, *per* Ton, Sixpence:

And shall likewise have Power to keep and detain such Coals, Culm, Cinders, Lead, and other Merchandize, Articles, and Things until such Rates and Charges shall be paid.

CXXXII. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized and empowered, by an Order made at a Special Meeting to be convened for that Purpose, at which Meeting Four Fifths of the Proprietors of Shares present, either in Person or by Proxy, shall concur in such Order, to lessen and reduce and again to raise and advance the Rates, Tolls, and Sums authorized to be taken by this Act when the same shall become vested in the Company hereby incorporated, and to order the same to be again raised, levied, and taken in such Manner as they shall appoint: Provided always, that such Rates, Tolls, and Sums shall in no Case be increased beyond the Amount herein-before specified; and such Rates, Tolls, and Sums so lessened and reduced shall be paid and Power to reduce Rates.

[Local.]

payable and recoverable in like Manner as the Rates, Tolls, and Sums hereby authorized to be taken.

Rates to be charged equally.

CXXXIII. Provided always, and be it further enacted, That the several Rates, Tolls, and Sums authorized to be taken by this Act shall at all Times be charged equally and after the same Rate in respect of Shipping and the same Description of Goods; and no Reduction or Advance in the said Rates, Tolls, and Sums shall either directly or indirectly be made partially or in favour of any particular Person or Party.

As to the Recovery of Rates payable on Ships.

CXXXIV. And be it further enacted, That the Tonnage and Dock Rates payable to the said Company in respect of all Ships, Vessels, Lighters, Boats or Craft, Rafts or Floats, and in respect of all Descriptions of Ships and Vessels, shall be paid on or before such Ships or Vessels shall be allowed to leave the said Docks; and in case any Owner or Owners, Master, or other Person having the Charge or Command of any Ship or Vessel in respect of which any Rates or Charges are payable to the said Company, shall refuse or neglect to pay the same, then and in every such Case it shall from Time to Time be lawful for the Collector or Collectors of the said Company to go on board of such Ship or Vessel, to demand, collect, and receive such Rates and Charges, and on Non-payment thereof or any Part thereof to take and distrain such Ship or Vessel, and all the Tackle, Apparel, and Furniture belonging thereto, or any Part thereof, and the same to detain until such Rates and Charges shall be paid and satisfied; and in case of Neglect or Default in Payment of any of the said Rates and Charges for the Space of Fourteen Days next after any Distress so made or taken, then and in such Case it shall be lawful for the said Collector or Collectors to cause such Distress to be appraised by Two or more Sworn Appraisers, or other Person or Persons not interested therein, and afterwards to sell the Distress, and therewith to satisfy himself or themselves, as well for and in respect of the Rates and Charges so neglected or refused to be paid as for and in respect of his or their reasonable Costs and Charges in taking, keeping, appraising, and selling the same, rendering the Overplus (if any) to the Owner or Owners, or Master, or other Person having the Charge or Command of such Ship or Vessel, upon Demand.

In case of evading Payment of Rates.

CXXXV. And be it further enacted, That if any Owner, Master, or other Person having the Charge or Command of any Ship or Vessel, shall elude or evade the Payment of any Rate, Rent, or Charges payable to the said Company in respect of such Ship or Vessel, or her Cargo, such Owner or Owners, Master, or other Person shall stand charged with and be liable to the Payment of the same, and the same shall be recovered from such Owner, Master, or other Person in the same Manner as Fines and Penalties imposed by this Act are directed to be levied and recovered, or by Action at Law.

Recovery of Rates, &c.

CXXXVI. And be it further enacted, That the Rates, Rent, or Charges payable to the said Company in respect of any Coals, Cinders, Culm, Coke, Ashes, or other Goods, Wares, and Merchandize, shall be paid

paid at or before the Expiration of Two Calendar Months next after the Cargo of the respective Ship or Vessel importing the same shall have been completely discharged or unloaded, or previous to the Removal of the same from the Premises of the said Company, which shall first happen; and in case Default be made in Payment of the said Rates, Rent, or Charges, or any of them, or any Part thereof, it shall be lawful for the Collector or Collectors of the said Company to retain and sell, or cause to be sold, all or any Part of such Coals, Cinders, Ashes, Coke, and Culm, or other Goods, Wares, and Merchandize, first paying the Duties (if any) due in respect thereof, and out of the Monies thence arising to retain and pay the Rates, Rent, or Charges and Sums which shall be payable to the said Company in respect of such Coals, Cinders, Ashes, Coke, and Culm, or other Goods, Wares, and Merchandize, and all Charges and Expences of selling such Distress, rendering the Overplus (if any) of the Money arising by such Sales to the Person or Persons entitled, upon Demand; and in case such Coals, Cinders, Coke, Ashes, and Culm, or other Goods, Wares, or Merchandize, shall happen to be removed before the Rates, Rent, or Charges payable to the Company in respect of the same shall be fully paid, then it shall be lawful for the said Directors, or their Collector or Collectors, to take and distrain or sell any Goods or Chattels of the Owner or Owners, Consignee or Consignees thereof, in manner before mentioned, or the said Company shall and may prosecute any Action or Actions at Law for the Payment and Recovery of such Rates, Rent, or Charges.

CXXXVII. And be it further enacted, That if any Person or Persons shall at any Time hereafter in any way obstruct, or be aiding or abetting any other Person or Persons in obstructing, in the Execution of his Duty or Employment, any Constable, Watchman, or Person thereto appointed by or having Instructions in Writing in that Behalf from the said Directors, or from the Dock Master or Dock Masters of the said Company, or the Superintendent of the said Docks, from or in going on board, or entering into or upon, or being in or upon, any Ship, Lighter, Boat, Craft, or other Vessel, for the Purpose of searching for or extinguishing any Fire, Candle, or Light, being or suspected to be therein contrary to any Provision of this Act, or contrary to any Bye Law, Rule, or Order made by virtue of this Act, or for the Purpose of discovering any Theft or Embezzlement committed or suspected to have been committed in or about such Ship, Vessel, Lighter, or Craft, or for the Purpose of quelling any Riot or Disturbance therein, or for any other Purpose authorized by this Act, or by any such Bye Law, Rule, or Order as aforesaid, every Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

CXXXVIII. And be it further enacted, That every Master, or Pilot, or other Person having the Command or Charge of any Ship, Vessel, Lighter, Craft, or Float of Timber, by whose wilful Neglect or Mismanagement any Damage shall be done or happen to any of the Piers, Quays, Walls, Banks, Docks, Basins, Wharfs, Gates, Bridges, or any Cranes, Hoisting Machines, or other Works and Machinery belonging to the said Company, shall pay for or make good all such Damage;

For preventing Obstructions in going on board Ships, &c.

Damage done to the Docks, &c. by Neglect or Mismanagement of Persons having the Care of Ships and

to be made  
good.

and all such Damage (in case the Amount thereof so claimed shall not exceed the Sum of Twenty Pounds) shall be recoverable before any Two Justices of the Peace for either of the Counties of *Durham* or the Town and County of *Newcastle upon Tyne*, who are hereby authorized and empowered to summon such Master, Pilot, or other Person doing such wilful or negligent Damage as aforesaid, and to hear and determine the same, and ascertain such Damage; and it shall be lawful for such Justices or any other Justices of the Peace for either of the said Counties, by Warrant under their Hands and Seals, to levy or cause to be levied the Sum or Sums awarded by them as the Amount of such Damage, and for that Purpose to seize and distrain the Ship, Vessel, Lighter, Raft, or Float doing such Damage as aforesaid, and any Tackle, Apparel, and Furniture thereto belonging, or any Part thereof, and the same to detain until the Sum of Money so awarded as aforesaid shall be paid; and in case the same shall not be paid for the Space of Seven Days after any Distress so made or taken, then it shall be lawful to sell the same, and therewith to pay and satisfy the Money so awarded, together with the reasonable Costs and Charges of taking, keeping, and selling the same, rendering the Overplus (if any) to the Master or other Person entitled to the same, on Demand; and in case the Money cannot be levied as aforesaid, then by Warrant to cause or commit such Master or other Person as aforesaid to be imprisoned in the Common Gaol or House of Correction of either of the said Counties of *Durham* or the Town and County of *Newcastle upon Tyne*, there to remain for any Time not exceeding Six Calendar Months, unless the Sum of Money so awarded shall be sooner paid; and the same, when levied in manner aforesaid, shall go and be paid to the Treasurer of the said Company, to be applied to the Purposes of this Act.

Recovery of  
Penalties  
from Ser-  
vants, &c.

CXXXIX. And be it further enacted, That in case the Master or Owner of any such Ship, Lighter, Boat, or Craft, Raft or Float, as aforesaid, shall be compelled to pay any Penalty or to make Satisfaction for any Damage or Trespass by reason of any wilful Act or Default done or committed by his Servant or Servants, every such Servant or Servants shall be liable to pay such Penalty, or the Money paid for any such Damage or Trespass, to such Master, or Owner or Owners, and in Case of Nonpayment thereof, on Demand, the same shall and may be recovered from such Servant or Servants by such Master or Owner or Owners in like Manner as any Penalty is hereby directed to be recovered.

Justices may  
appoint  
Special  
Constables.

CXL. And be it further enacted, That it shall be lawful for any Two or more Justices of the Peace for either of the said Counties of *Durham* or the Town and County of *Newcastle upon Tyne*, from Time to Time to appoint such Person or Persons as shall be nominated to them by the Directors of the said Company for that Purpose to be Special Constables within the Premises of the said Company and within Five hundred Yards thereof; and all and every Person and Persons so appointed shall respectively take an Oath, to be administered by any of the Justices of the Peace for either of the said Counties of *Durham* or the Town and County of *Newcastle upon Tyne*, duly to execute the Office of a Constable for the said Premises; and every  
Person

Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Property against Felonies and other unlawful Acts within the Limits of the said Premises, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges, for the apprehending Offenders, as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable, and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges vested in any such Person so dismissed or removed by virtue of such Appointment as aforesaid shall wholly cease.

CXLI. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand; or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Clerk or Secretary of the said Company, or on any One Director of the said Company, shall be deemed good and sufficient Service of the same respectively on the said Company. Declaring what shall be good Service of Notice on the Company.

CXLII. And be it further enacted, That in all Cases under any Commission of Bankruptcy which shall be awarded against any Person or Persons who is or are or shall be indebted to the said Company, or against whom the said Company shall or may have any Claim or Demand, it shall be lawful for any Person, who shall from Time to Time in that Behalf be appointed by Writing under the Hand of the Treasurer or of any Three or more of the Directors of the said Company for the Time being, to appear and he is hereby authorized to appear and act on behalf of the said Company, in respect of any such Debt, Claim, or Demand, before the Commissioners under any Commission of Bankruptcy, either personally or by his Affidavit, to be sworn and exhibited in the usual Manner, in order to prove and establish any such Debt, Claim, or Demand under such Commission; and such Person so to be appointed shall in all Cases be admitted and allowed to make Proof or tender a Claim under any such Commission on behalf and for the Benefit of the said Company, in respect of such Debt, Claim, or Demand, and shall have such and the same Powers and Privileges as to voting in the Choice of Assignees and signing Certificates, and otherwise in respect of any Debt admitted to be proved on behalf of the said Company, as any other Person being a Creditor of such Bankrupt or Bankrupts in his own Right would have in respect of the Debt proved by him under such Commission. How Debts may be proved in Cases of Bankruptcy.

CXLIII. And be it further enacted, That in all Actions or Suits in Equity, and in all Proceedings under this Act or otherwise, for any Claim or Compensation against or for or on behalf of the said Company, or the Treasurer or any of the Directors thereof, and also in all Prosecutions or Informations commenced or instituted by or on behalf Treasurer or Director may give Releases.

[Local.]

17 F

of

of or against the said Company, or the Treasurer or any of the Directors thereof, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or other Proceedings, it shall be lawful for the Treasurer or any one of the Directors of the said Company for the Time being, in his own Name, for and on behalf of the said Company, to make, sign, seal, execute, and deliver all and every such general or other Release or Releases as may be or be deemed to be necessary for the Purpose of exonerating, releasing, and discharging all and every or any Person or Persons who shall or may be produced as a Witness or Witnesses in any such Actions, Suits, Prosecutions, Informations, Arbitrations, References, or other Proceedings, from all or any Claims or Demands which may be or be deemed to be necessary to be released by the said Company to qualify such Person or Persons to give Evidence as a Witness or Witnesses in any such Action, Suit, Prosecution, Information, Arbitration, Reference, or other Proceeding, and every such Release shall be a valid and effectual Release, and also in any such Action, Suit, Information, Arbitration, Reference, or other Proceeding to do any other Act, Matter, or Thing which any Party in his own Right might do in any Action, Suit, Information, Arbitration, Reference, or other Proceeding; and every such Release shall be a valid and effectual Release, and every such Act, Matter, or Thing shall be as effectual as if done by a Party in his own Right.

Directors not  
personally  
liable for  
Acts legally  
done as  
Directors.

CXLIV. And be it further enacted, That none of the Directors of the said Company hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his or their being Parties or Party to, and making, signing, or executing, in their or his Capacity of Directors or Director of the said Company, pursuant to this Act, any Contract, Covenant, Agreement, Assignment, Conveyance, or Security, for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to them or any of them by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person or Persons whomsoever in any Court of Law or Equity or elsewhere; and the Body or Bodies, Goods, Chattels, Lands, or Tenements of the said Directors or any of them shall not, by reason, on account, or in consequence of any such Contract, Covenant, Agreement, Conveyance, Assignment, or Security so entered into or made, signed or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in Execution, but in every such Case any Person or Persons making any Claim or Demand upon the said Company, or upon any Director or Directors thereof, under or by virtue of any such Contract, Covenant, Assignment, Conveyance, or Security, or other lawful Act or Acts, may sue and implead the said Company in the Name of their Treasurer or any One of their Directors, as provided by this Act, in like Manner as if such Contract, Covenant, Agreement, Conveyance, Assignment, or Security had been entered into and executed by such Treasurer or Director for and on behalf of the said Company, or such other Act or Acts had been done by him; and the Party or Parties

Parties so suing or impleading shall be entitled to the same Remedies as are provided by this Act in Cases where Authority is hereby given to sue and implead the said Company in the Name of the Treasurer or any of the Directors thereof, but not to any further or other Remedy whatsoever.

CXLV. And be it further enacted, That if any Person shall be summoned as a Witness to give Evidence before any Justice or Justices of the Peace touching any Matter contained in any Information or Complaint for any Offence against this Act, or against any such Bye Law, Rule, Order, or Regulation as aforesaid, either on behalf of the Prosecution or on behalf of the Person or Persons accused, and shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, after having been paid or tendered a reasonable Sum of Money for his or her Costs and Expences, without an Excuse for such Non-appearance being given at such Time and Place to the Satisfaction of such Justice or Justices, or appearing shall refuse to be examined upon Oath or Affirmation, or to give Evidence touching the Matter in question, before such Justice or Justices, then and in every such Case every Person so offending shall forfeit and pay for every such Offence any Sum not exceeding the Sum of Five Pounds, to be recovered as other Fines and Penalties are by this Act recoverable.

Penalty on Witnesses for Non-attendance.

CXLVI. And be it further enacted, That where any Damages or Charges are directed or authorized to be paid or recovered, in addition to any Penalty or Penalties for any Offence or Offences in this Act mentioned, the Amount of such Damages or Charges, in case of Dispute respecting the same, shall be settled and determined by the Justice or Justices of the Peace by or before whom any Offender shall be convicted of any such Offence and Offences, who is hereby authorized and required, on Nonpayment thereof, to levy such Damages by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for levying of any Penalties or Forfeitures.

Damages and Charges, in case of Dispute, to be settled by Justices.

CXLVII. And be it further enacted, That all Offences whatsoever which by virtue or under the Authority of this Act, or by or under any Bye Law, Rule, Order, or Regulation to be made in pursuance or by Authority of this Act, shall be subject to or punishable with any pecuniary Penalties, Fines, or Forfeitures (so far as no Provision is hereby otherwise made for the Recovery or Application thereof), shall and may in every Case be heard, adjudged, and determined by or before any Two or more Justices of the Peace for either of the said Counties of *Durham* or *Newcastle upon Tyne* in a summary Way, upon Information or Complaint made (and which shall in every Case be made and exhibited within Six Calendar Months at furthest next after the committing of such Offences respectively, and not afterwards); and any Justices of the Peace for either of the said Counties of *Durham* or *Newcastle upon Tyne* shall have Jurisdiction in respect of any Offence committed within or upon any of the Docks or Works which may belong to the Company hereby incorporated; and upon any such Information or Complaint as aforesaid the said Justices shall examine into the Matter thereof, and if upon the Confession of the Party or Parties accused, or on the Oath of any One

Recovery of Penalties.

or

or more Witness or Witnesses, the Party or Parties accused shall be convicted of having committed such Offence or Offences, then and in every such Case the Penalty or Penalties, Fine or Fines, Forfeiture or Forfeitures, hereby made payable in respect of such Offence or Offences, together with the Costs of Conviction, to be ascertained by such Justices, shall be forthwith paid by the Party or Parties so convicted as aforesaid; and in case such Party or Parties so convicted shall refuse or neglect to pay the same forthwith, then the same shall and may, by Warrant or Warrants under the Hands and Seals of such Justices, (which they are hereby empowered and required to grant,) be levied and recovered, together with the Costs of such Conviction and Recovery thereof, to be ascertained by such Justices, by Distress and Sale of the Goods and Chattels of such Offender and Offenders, rendering the Overplus of the Money arising by such Sale (if any) to the Party or Parties whose Goods and Chattels shall be distrained, one Moiety of which Penalties shall be paid to the Informer, and the other Moiety thereof shall be paid to the Treasurer of the said Company, to be applied to the Purposes of this Act, except in such Cases as are otherwise provided for by this Act; and it shall be lawful for the said Justices to order the Offender or Offenders so convicted to be detained in safe Custody until Return can be conveniently made to such Warrant or Warrants of Distress, unless the said Offender or Offenders shall give sufficient Security to the Satisfaction of such Justices for his, her, or their Appearance before the said Justices on such Day or Days as shall be appointed for the Return of such Warrant or Warrants of Distress; such Day or Days not being more than Fourteen Days from the Time of taking any such Security, and which Security the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant or Warrants it shall appear that no sufficient Distress can be had whereupon to levy the said Penalty or Penalties, Fine or Fines, Forfeiture or Forfeitures, and such Costs as aforesaid, and the same shall not forthwith be paid, or in case it shall appear to the Satisfaction of such Justices, either by the Confession of the Offender or Offenders or otherwise, that he, she, or they hath or have not sufficient Goods and Chattels whereupon such Penalties, Fines, Forfeitures, and Costs can be levied if a Warrant of Distress were issued, such Justices shall not be required to issue such Warrant of Distress, and thereupon it shall be lawful for the said Justices, and they are hereby required and empowered, by Warrant or Warrants under their Hands and Seals, to commit such Offender or Offenders to the Common Gaol or House of Correction of the said County, there to remain without Bail or Mainprize for any Term not exceeding Six Calendar Months, unless such Penalty or Penalties, Fine or Fines, Forfeiture or Forfeitures, and all Costs attending such Proceedings as aforesaid, to be ascertained by such Justices, shall be sooner paid.

Distress not  
unlawful for  
Want of  
Form.

CXLVIII. And be it further enacted, That where any Distress shall be made for any Sum or Sums of Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor the Party or Parties making the same be deemed a Trespasser or Trespassers, on account of any Defect, Default, or Want of Form in any Proceeding relating thereto, nor shall the Party or Parties be deemed a  
Trespasser



Trespasser or Trespassers *ab initio* on account of any Irregularity which shall be afterwards done by the Party or Parties distraining, but the Person or Persons aggrieved by such Irregularity may recover full Satisfaction for special Damage by an Action on the Case.

CXLIX. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari or other Writ or Proceeding whatsoever into any of Her Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Proceedings not to be quashed for Want of Form.

CL. And be it further enacted, That it shall be lawful for any of the said Directors, or for any of their Surveyors, Collectors, or other Officers, and such Person or Persons as they or any of them shall call to their Assistancé, without any Warrant or other Authority than this Act, to seize and detain any Person or Persons (being unknown to such Directors, Surveyors, Collectors, or Officers,) who shall commit any Offence or Offences against this Act, and deliver him, her, or them into the Custody of any Peace Officer, in order to be secured, and conveyed before any Justice or Justices of the Peace for either of the said Counties of *Durham* or *Newcastle upon Tyne*; and such Justice and Justices is and are hereby required to proceed and act with respect to such Offender or Offenders according to the Provisions of this Act.

For securing transient Offenders.

CLI. And be it further enacted, That it shall be lawful for the said Company to prefer any Indictment or Indictments, Information or Informations, against any Person or Persons, for any Offence committed against the said Company in any Matter or Thing relating to the said Company, or as to any Goods, Chattels, or Property of or belonging to the said Company, or as to any Goods, Chattels, or Property in their Custody, or in the Custody of any Officer or Servant of the said Company, for and on behalf of the said Company, or of any other Person or Persons having deposited such Goods, Chattels, or Property in the Care or Custody of the said Company; or of their Officers or Servants, or in any of the Docks, Wharfs, Warehouses, or Premises belonging to the said Company, and the Name of the Treasurer or any Director of the said Company may be used in all such Indictments and Informations, and in all other legal Proceedings, as to any such Matters, Things, Goods, Chattels, or Property as and for the said Company; and in any such Indictment or Information as to any of such Goods, Chattels or Property the same may be laid and stated to be the Goods, Chattels, and Property of the said *Tyne Dock Company*; and in Proof of the same being the Property of the said *Tyne Dock Company* on any such Indictment or Information it shall be sufficient to prove that such Goods, Chattels, and Property were at the Time of the Offence committed in or on any of the Docks, Wharfs, Warehouses, Vaults, Works, or Premises belonging to the said Company, or in the Custody of any Officer or Servant of the said Company for or on behalf of the said Company, or of any Person or Persons having deposited the same with the said Company.

Indictments, &c. to be in Name of the Treasurer or a Director.

Evidence thereon.

[Local.]

17 G

CLII. And

Conviction  
of Offenders.

CLII. And for the more easy Conviction of Offenders against this Act, or against any Bye Law, Rule, Order, or Regulation to be made in pursuance or by Authority of this Act, be it further enacted, That a Conviction in the Form or to the Effect following shall be good; (that is to say,)

Form of  
Conviction.

to wit. } **BE** it remembered, That on the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord \_\_\_\_\_ is [*or are, as the Case may be,*]  
 convicted before me [*or us, as the Case may be,*]  
 of Her Majesty's Justices of the Peace for the \_\_\_\_\_  
 of having [*here state the Offence, and the Time and Place when and where the same was committed,*] contrary to an Act [*or contrary to a Bye Law duly made in pursuance of an Act, as the Case may be,*]  
 passed in the \_\_\_\_\_ Year of the Reign of Her Majesty Queen *Victoria*,  
 intituled [*here set forth the Title of this Act*], for which Offence  
 I [*or we, as the Case may be,*] do adjudge the said \_\_\_\_\_  
 to have forfeited the Sum of [*here state the Amount of the Penalty, Fine, or Forfeiture for the Offence*], according to the said Act, which  
 said Sum of [*here insert the Amount of the Penalty or Fine*] is to be  
 distributed and applied in manner following; (that is to say,) [*here state in what Proportion, if distributable, and to whom the Conviction Money is to be paid*] according to the Provisions of the said Act.  
 Given under my Hand and Seal [*or our Hands and Seals, as the Case may be,*] the Day and Year first above written.'

Appeal to  
Quarter  
Sessions.

CLIII. And be it further enacted, That if any Person or Persons shall think himself, herself, or themselves aggrieved by any Determination or Judgment made or given by any Justice or Justices of the Peace in pursuance of this Act, or by any Bye Law, Rule, Order, or Regulation made by virtue of this Act, except such as relate only to the said Company, their Servants and Agents, he, she, or they may, within Four Calendar Months next after the Cause of Complaint shall have arisen, or in case of any Bye Law after any Determination of any Justices or Justice against such Person or Persons in respect of such Bye Law, appeal to the Justices of the Peace assembled at the General Quarter Sessions or General Sessions to be holden for the County, City, or Place where the Matter of Appeal shall arise, first giving Fourteen clear Days Notice in Writing of such Intention to appeal, and of the Matter or Cause thereof, to the Person or Persons appealed against, and within Ten Days after such Notice entering into a Recognizance before some Justice of the Peace for the County, City, or Place, conditioned to try such Appeal, and to abide the Determination of the Court therein, and to pay such Costs as shall be awarded thereat; and such Justices at such Sessions shall, upon due Proof of such Notice and Recognizance having been given and entered into, hear and determine the Matter of such Appeal, and may award such Costs to either Party as to them shall seem just and reasonable, and the Decision of the said Justices therein shall be final, binding, and conclusive upon all Persons whomsoever.

Plaintiffs not  
to recover

CLIV. And be it further enacted, That no Plaintiff or Plaintiffs shall recover in any such Action if Tender of sufficient Amends hath

hath been made to him, her, or them, or to his, her, or their Attorney, by or on the Behalf of the Defendant or Defendants, before such Action brought; and in case no such Tender shall have been made it shall be lawful for the Defendant or Defendants in any such Action, by Leave of the Court, after such Action shall have been brought, at any Time before Issue joined, to pay into Court such Sum of Money as he, she, or they shall think fit, whereupon such Proceeding, Order, and Judgment shall be made and given in and by such Court as in other Actions where the Defendant is allowed to pay Money into Court.

after Tender  
of Amends.

CLV. And be it further enacted, That if any Person or Persons, in any Examination to be taken by virtue of this Act, or where in pursuance of this Act any Oath is required to be taken, shall wilfully and corruptly give false Evidence, and shall be thereof convicted, he, she, or they shall be subject to the same Punishment and Disqualifications as Persons convicted of wilful and corrupt Perjury.

Persons  
giving false  
Evidence to  
be punished.

CLVI. And be it further enacted, That in every Case in which by this Act a Declaration is required to be made the same shall be in the Form, or as near thereto as the Circumstances of the Case will admit, prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His late Majesty King *William* the Fourth, intituled *An Act to repeal an Act of the present Session of Parliament, intituled 'An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof; and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits;* and that all Declarations required by this Act to be made shall be made in Form aforesaid, and shall be as valid and effectual as an Oath or Affirmation; and if any Declaration so made shall be false or untrue in any material Particular, the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

Prescribing  
Form of  
Declaration  
in lieu of  
Oaths.

5 & 6 W. 4.  
c. 62. i.

CLVII. And be it further enacted, That if the said Docks, Basins, Cuts, and other Works by this Act authorized to be made, or any of them, or any Part thereof, shall at any Time hereafter be abandoned or given up by the said Company, then and in such Case the Lands purchased by the said Company, or such Part thereof as may not be appropriated to the Purposes of this Act, shall thereupon become the Property of and vest in the Person or Corporation from whom such Lands were purchased, in case he or they shall be the Owner or Owners of any Land adjoining thereto; but in case he or they shall not be the Owner or Owners of any Land adjoining thereto, then and in such Case the same Lands so purchased by the said Company shall thereupon become the Property of and vest in the Owners of the Lands immediately adjoining, in proportion to the Extent of their respective Properties so adjoining the same.

If Docks  
abandoned,  
Land to re-  
vert to the  
Owners on  
either Side.

CLVIII. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for or cause to be valued and paid for, as in this Act

If Land not  
contracted  
for within  
Three Years,  
Act

Power to take Property to cease.

Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purpose of making the said Docks and other Works hereby authorized, then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void (save and except with Consent in Writing of the Owners and Occupiers thereof respectively).

If Docks not completed within Seven Years, the Powers to cease, except as to such Part (if any) as shall be completed.

CLIX. And be it further enacted, That in case the said Docks shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Docks and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said Counties of *Durham* and *Newcastle upon Tyne*, or any One of them, assembled at any General or Quarter Sessions of the Peace to be held in and for either of the said Counties of *Durham* and *Newcastle upon Tyne*, at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses upon Oath, or, in the Case of Quakers, Affirmation, to be produced before such Justices for that Purpose.

Port Dues reserved to the Corporation.

CLX. Provided always, and be it further enacted, That nothing herein contained shall extend to prejudice or affect the Right and Title of the Mayor, Aldermen, and Burgesses of the Borough of *Newcastle upon Tyne* to the Dues and Duties to which they are by Law entitled, and that the same Dues and Duties shall be payable and paid for or in respect of all Ships, Vessels, Coal, Culm, Cinders, Goods, and Merchandize laden or delivered in the said Docks as if the same had been laden and delivered in any other Part of the Port of *Newcastle upon Tyne*.

Saving the Rights of Her Majesty, and the Corporation as Conservators of the River Tyne.

CLXI. And be it further enacted, That nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Privileges, Franchises, or Authority of the Queen's most Excellent Majesty, Her Heirs and Successors, or of the Mayor, Aldermen, and Burgesses of the Borough of *Newcastle upon Tyne* and their Successors, nor to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act Her Majesty, or the said Mayor, Aldermen, and Burgesses, as Conservators of the River *Tyne*, did or might lawfully claim, use, or exercise.

Act may be amended.

CLXII. And be it further enacted, That this Act may be amended, altered, or repealed by any Act or Acts to be passed in the present Session of Parliament.

Public Act.

CLXIII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

SCH-

SCHEDULE to which the foregoing Act refers.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<b>COUNTY OF DURHAM.</b>			
<i>Township of Westoe, Parish of Westoe.</i>			
The Dean and Chapter of Durham	William Cuthbert, Esquire	William Cuthbert, Esquire	Part of Jarrow Slake, covered at High Water.
Ditto	Ditto	Richard Hansell Bell and William and Henry Marshall	Ditto, ditto, used as a Timber Depôt.
Ditto	Ditto	Joshua Johnson and William and Thomas Cargill	Ditto.
Ditto	Ditto	Isaac Cookson, Esquire, and William Cuthbert, Esquire	Waste Ground used as a Deposit for Ballast, and being Part of the Jarrow Slake.
Ditto	Ditto	Ditto	Buildings and Ground occupied by the Jarrow Alkali Works.
Isaac Cookson, Esquire and William Cuthbert, Esquire	Ditto	Ditto	Ditto.
The Dean and Chapter of Durham	George Townshend Fox, or Isaac Cookson and William Cuthbert	George Townshend Fox, Robert Dawson, William Cuthbert, and Isaac Cookson	Waste Ground and Approach to a Quay.
The Trustees of the South Shields Turnpike Roads	-	-	The South Shields Turnpike Roads.
The Dean and Chapter of Durham	Samuel Blenkinsop, Esquire	Samuel Blenkinsop, Esquire	Dwelling House, Farm Buildings, Stack-yard, and Gardens.
Ditto	Ditto	Joseph Moor	Garden.
Ditto	The Stanhope and Tyne Railroad Company	The Stanhope and Tyne Railroad Company	The Stanhope and Tyne Railroad.
Ditto	John Brandling, Esquire, and Robert William Brandling, Esquire, or the Brandling Junction Railway Company	John Brandling, Esquire, and Robert William Brandling, Esquire, or the Brandling Junction Railway Company	The Brandling Junction Railway.
[Local.]		[17 H]	Township

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Township of South Shields.</i>			
Thomas Young, James Young, Mary Young, Ex- ecutrix of Cuth- bert Young ju- nior, deceased, Nathan Horn, Robert Horn, John Scott, and Mary Hill, carry- ing on Trade under the Firm of Cuthbert Young and Sons		Thomas Young, James Young, Mary Young, Ex- ecutrix of Cuth- bert Young, ju- nior, deceased, Nathan Horn, Robert Horn, John Scott, and Mary Hill, carry- ing on Trade under the Firm of Cuthbert Young and Sons	Docks and Dock Yards.

LONDON: Printed by GEORGE E. EYRE and ANDREW SPOTTISWOODE,  
 Printers to the Queen's most Excellent Majesty. 1839.