



## CHAPTER ccxxxvii.

An Act to authorise the improvement of the existing harbour and the construction of a dock at Seaham Harbour in the county of Durham and works connected therewith and for other purposes. [12th August 1898.] A.D. 1898.

**W**HEREAS the construction of the harbour and dock works herein-after described would be of local and public advantage :

And whereas the persons herein-after in that behalf named with others are willing to undertake the same on the powers herein-after contained being conferred upon them and it is expedient that they be incorporated into a company for that purpose :

And whereas it is expedient that powers as in this Act contained should be conferred on the company hereby incorporated (herein-after called "the Company") for the management and regulation of their undertaking :

And whereas plans and sections showing the lines and levels of the dock and other works authorised by this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerk of the peace for the county of Durham and are herein-after respectively referred to as the deposited plans sections and book of reference :

And whereas the Most Honourable Charles William third Marquis of Londonderry on the third day of April one thousand eight hundred and nineteen married his second wife the Most Honourable Frances Anne late Marchioness of Londonderry then Frances Anne Vane Tempest :

And whereas there were issue of the said marriage six children only namely the Most Honourable George Henry Robert Charles William the fifth Marquis of Londonderry and also Earl Vane the

A.D. 1898. Honourable Adolphus Frederick Charles William Vane Tempest  
— (commonly called Lord Adolphus Vane Tempest) the Honourable Ernest McDonnell Vane Tempest (commonly called Lord Ernest Vane Tempest) the Most Noble Frances Anne Emily Duchess of Marlborough the Right Honourable Alexandrina Octavia Maria Countess of Portarlington and the Honourable Adelaide Emilina Caroline wife of the Reverend Frederick Henry Law :

And whereas the fifth Marquis of Londonderry (then Earl Vane) on the third day of August one thousand eight hundred and forty-six married the Most Honourable Mary Cornelia Marchioness of Londonderry (then Mary Cornelia Edwards) :

And whereas there were issue of the said last-mentioned marriage six children only namely the Most Honourable Charles Stewart sixth (and herein-after called "the present") Marquis of Londonderry the Honourable Henry John Vane Tempest (commonly called Lord Henry Vane Tempest) the Honourable Herbert Lionel Henry Vane Tempest (commonly called Lord Herbert Vane Tempest) the Honourable Frances Amelia Harriet Emily Vane Tempest (commonly called Lady Frances Vane Tempest) the Honourable Avarina Mary Vane Tempest (commonly called Lady Avarina Vane Tempest) and the Honourable Alexandrina Louisa Maud wife of Wentworth Canning Blckett Beaumont esquire (commonly called Lady Alexandrina Beaumont) :

And whereas Frederick William Robert fourth Marquis of Londonderry who was the only male issue of the said Charles William third Marquis of Londonderry by his first marriage died without issue on the twenty-fifth day of November one thousand eight hundred and seventy-two :

And whereas the present Marquis of Londonderry then Viscount Castlereagh on the second day of October one thousand eight hundred and seventy-five married the Most Honourable Theresa Susey Helen now Marchioness of Londonderry then Lady Theresa Susey Helen Talbot and there are issue of such marriage three children only namely the Honourable Charles Stewart Henry Vane Tempest Stewart (commonly called Viscount Castlereagh) the Honourable Charles Stewart Reginald Vane Tempest Stewart (commonly called Lord Charles Reginald Vane Tempest Stewart) who are infants under the age of twenty-one years and the Honourable Helen Mary Theresa Vane Tempest Stewart commonly called Lady Helen Vane Tempest Stewart :

2 & 3 Will. 4. And whereas by an Act passed in the second and third years of  
c. 34. (Pri- His late Majesty William the Fourth chapter 34 intituled " An Act  
vate.) " for settling certain manors and estates in the county of Durham

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“ to the uses of the marriage settlement of the Most Honourable  
 “ Charles William Vane Marquis of Londonderry and the Most  
 “ Honourable Frances Anne Vane Marchioness of Londonderry his  
 “ wife and for other purposes therein mentioned ” Alexander Robert  
 Stewart and Edmund McDonnell were authorised and directed to  
 grant the lease next herein-after recited of certain lands grounds  
 and premises in the said Act mentioned :

And whereas by indenture of lease made the thirtieth day of  
 August one thousand eight hundred and thirty-two between the  
 said Alexander Robert Stewart and Edmund McDonnell therein  
 described of the first part George Hunter therein described of the  
 second part and the said Charles William third Marquis of  
 Londonderry of the third part the said Alexander Robert Stewart  
 and Edmund McDonnell demised and leased to the said Charles  
 William Marquis of Londonderry his executors administrators and  
 assigns the lands or grounds therein described situate and being in  
 the several parishes of Dalton-le-Dale and Seaham in the county  
 of Durham which lands and grounds were delineated upon the plan  
 drawn on the last skin of the said indenture and the basins docks  
 quays wharves staiths piers jetties railways tramroads engines  
 engine-houses warehouses erections and buildings whatsoever formed  
 made erected built and set up in or upon the said lands and grounds  
 or any of them or any part or parts thereof respectively and all  
 springs and streams of water and other easements and appurtenances  
 to the said lands belonging and therewith holden occupied or  
 enjoyed together with full liberty and power and authority but  
 subject to the covenants and agreements in the said indenture now  
 in recital contained to and for Charles William Marquis of  
 Londonderry his executors administrators and assigns at any time  
 or times during the term of ninety-nine years thereby granted to  
 erect excavate construct and make upon the said lands and grounds  
 or any part thereof and occupy use and enjoy any basins docks  
 quays wharves staiths piers jetties and other erections and buildings  
 for the shipment of coals or other commodities and to make any  
 railways or tramways or other ways roads or passages and any  
 other conveniences for the shipment or transport of coals or other  
 commodities or otherwise for facilitating and promoting the use and  
 enjoyment of the basins docks or other shipping places already  
 constructed and made or so as aforesaid to be constructed and made  
 together with the other powers rights privileges easements and  
 immunities in the said indenture specifically mentioned to have and  
 to hold the said lands grounds springs and streams of water  
 easements liberties privileges powers and authorities immunities

A.D. 1898. — advantages hereditaments and premises with their and every of their appurtenances unto the said Charles William Marquis of Londonderry his executors administrators and assigns for the term of ninety-nine years to commence from the twenty-fifth day of December one thousand eight hundred and twenty-nine at the several rents in the said indenture specified :

And whereas the said third Marquis constructed a harbour dock and other works on the lands and grounds comprised in the said recited lease and a considerable town has sprung up in the neighbourhood of the harbour and is commonly called Seaham Harbour and such town is situate on the estates subject to the settlement of the third day of September one thousand eight hundred and seventy-eight herein-after recited :

And whereas the said Charles William third Marquis of Londonderry by his will dated the twentieth day of May one thousand eight hundred and fifty-two constituted his wife the said Frances Anne late Marchioness of Londonderry his universal devisee and legatee :

And whereas the said third Marquis died in the month of March one thousand eight hundred and fifty-four and his said will was duly proved on the eleventh day of April one thousand eight hundred and fifty-four in the Prerogative Court of Canterbury by the said Frances Anne Marchioness of Londonderry the executrix thereof :

And whereas the said Frances Anne late Marchioness of Londonderry by her will dated the sixth day of July one thousand eight hundred and sixty-four gave certain freehold hereditaments in the parish of St. George Hanover Square in the county of Middlesex in her said will called her "Holderness House Estate" to trustees upon trust out of the rents and profits thereof to keep the same in repair and to apply part thereof for other purposes and subject thereto upon trust to accumulate the same rents and profits during the term of twenty-one years next after her decease and subject thereto upon trust for the fifth Marquis of Londonderry then called Earl Vane and every other son of her the said testatrix and their respective issue male so that every elder son and his issue male should be preferred to and take before every younger son and his issue male and so that her grandsons respectively with their respective issue male should take in succession and according to their respective seniorities and so that every such son should take an estate for his life and also that every such grandson begotten in her lifetime should take an estate for his life with remainder to his

first and every after-born son successively according to seniority in tail male and so that every such grandson begotten after her decease should take an estate in tail male and in default of such issue upon trust for the first and other daughters of her said son the said fifth Marquis and their respective issue male so that every elder daughter and her issue male should be preferred to and take before every younger daughter and her issue male and so that every such daughter begotten in her lifetime should take an estate for her life with remainder to her first and every after-born son successively and according to seniority in tail male and that every such daughter begotten after her decease should take an estate in tail male and in default of such issue upon trust for the second and every after-born son of her daughter Frances Duchess of Marlborough and their respective issue male so that every elder son and his issue male should be preferred to and take before every younger son and his issue male and so that every such son begotten in her lifetime should take an estate for his life with remainder to his first and every after-born son successively according to seniority in tail male and so that every such son begotten after her decease should take an estate in tail male and in default of such issue upon trust for her said son the said fifth Marquis his heirs executors administrators and assigns And the said will provided that in case any son or the issue of any son of her said daughter Frances entitled under the trusts aforesaid should succeed to the title of Duke of Marlborough the estates therein-before limited to them respectively should cease and absolutely determine and in such case her will should be read and construed as if such son or issue had never been born and the said testatrix directed that the aforesaid limitations should be read and construed as if her then late son Lord Adolphus Vane Tempest had survived her and then died And the said testatrix gave all that her harbour called "Seaham Harbour" in the county of Durham with its docks and appurtenances and all her collieries railways blast furnaces messuages lands tenements and hereditaments of whatsoever tenure in the same county and all her real and personal estate whatsoever and wheresoever elsewhere than in Ireland and not therein otherwise disposed of and which her said harbour estates and premises lastly mentioned were therein-after referred to as her residuary estate unto and to the use of her said trustees therein-before named their heirs executors administrators and assigns upon certain trusts and with certain powers and directions for management and accumulation of income and payment of debts legacies and other moneys therein referred to and subject and without prejudice to the powers trusts and directions aforesaid she directed that her residuary estate should

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United Kingdom of freehold copyhold or customary tenure in possession or of leasehold hereditaments having a term of not less than five hundred years unexpired subject only respectively to husbandry leases or in the purchase of any stocks shares or funds created or guaranteed by the Parliament of the United Kingdom or of the stock of the Bank of England or of the preference or guaranteed stock or shares of any railway or other incorporated company in Great Britain paying dividends on all shares therein or on the security by way of mortgage of any such fee simple or leasehold hereditaments as aforesaid or on the security of the debentures or other securities of any incorporated company in Great Britain or of any corporation trustees commissioners or other persons authorised by Parliament to borrow money or on the security by way of mortgage of such guaranteed stock or shares as aforesaid and at the like discretion to sell and dispose of any hereditaments that should for the time being be subject to the trusts of that her will and from time to time to alter and vary or transfer any other of such investments respectively for or into other investments of the nature or kind aforesaid :

And whereas the said testatrix duly made a codicil dated the twenty-fifth day of November one thousand eight hundred and sixty-four to her said will and thereby amongst other things empowered her trustees either alone or in concurrence with the tenant for life of the Vane Tempest settled estate to dispose of the land or ground and hereditaments comprised in her lease of Seaham Harbour or of any railway wayleave or easement over or affecting the same for such sums of money annual or in gross and generally on such terms as they should think proper whether such disposition should be by way of assignment or surrender in order or so as to merge her estate and interest under the said lease in the reversion or by way of lease release underlease or otherwise :

And whereas the said testatrix died on the twentieth day of January one thousand eight hundred and sixty-five and her said will and codicil together with a second codicil thereto were duly proved in the month of June in the same year in the principal registry of the Court of Probate and the present Marquis of Londonderry the present Marquis of Zetland and Baron Farquhar are the present trustees of the said will and the said lease of the thirtieth day of August one thousand eight hundred and thirty-two is now vested in them as such trustees as aforesaid :

And whereas the persons living at the decease of the said testatrix entitled under the aforesaid trusts contained in her said will of and concerning her Holderness House estate were as

A.D. 1898. follows First her eldest son the fifth Marquis of Londonderry and his six children three sons and three daughters namely the present Marquis Lord Henry Vane Tempest Lord Herbert Vane Tempest Lady Frances Vane Tempest Lady Avarina Vane Tempest and Lady Alexandrina Vane Tempest now Lady Alexandrina Beaumont secondly Francis Adolphus Vane Tempest the only child of the said Lord Adolphus Vane Tempest then deceased thirdly the said Lord Ernest Vane Tempest and fourthly the Honourable Randolph Henry Spencer Churchill commonly called Lord Randolph Churchill the second son then living of the said Frances Anne Emily Duchess of Marlborough :

And whereas the said Lady Frances Vane Tempest died a spinster in the year one thousand eight hundred and seventy-two and the said Lady Avarina Vane Tempest died a spinster in the year one thousand eight hundred and seventy-three :

And whereas by an indenture dated the twenty-ninth day of December one thousand eight hundred and forty-two certain freehold hereditaments and premises in the county of Durham including the reversion expectant on the determination of the said recited lease of the thirtieth day of August one thousand eight hundred and thirty-two which hereditaments and premises are herein-after referred to as "the Vane Tempest estates" were limited to the use of the said Charles William third Marquis of Londonderry the said Frances Anne his wife and the said fifth Marquis (then commonly called Viscount Seaham) severally and successively and in the order in which they are here named for their respective lives and after the decease of the survivor of them to the use of the first and other sons of the said fifth Marquis severally and successively and according to their respective seniorities in tail male :

And whereas by three disentailing deeds dated respectively the third day of June one thousand eight hundred and seventy-four and the third day of June one thousand eight hundred and seventy-four and the ninth day of January one thousand eight hundred and seventy-five and duly enrolled the Vane Tempest estates were disentailed and the same estates subject to the uses and estates and interests subsisting therein respectively which preceded the estate in tail male of the said present Marquis then Viscount Castlereagh were limited and assured to such uses and upon such trusts as the fifth Marquis and present Marquis should jointly appoint and in default of such appointment and so far as no such appointment should extend to the uses and upon the trusts to and upon which the same premises respectively would have stood limited and



settled in case the said disentailing deeds respectively had not been executed : A.D. 1898.

And whereas in pursuance of the Vane Tempest Settled Estate Act one thousand eight hundred and seventy-eight and an agreement of the twentieth day of April one thousand eight hundred and seventy-seven and an order of the Chancery Division of the High Court of Justice dated the twenty-fifth day of June one thousand eight hundred and seventy-seven in the said Act recited the indenture next herein-after recited was entered into for the resettlement of the Vane Tempest estates as directed by the will of the said Frances Anne late Marchioness of Londonderry with the approval of Vice-Chancellor Sir Richard Malins as certified by his chief clerk by certificate dated the eight day of August one thousand eight hundred and seventy-eight :

And whereas by indenture dated the third day of September one thousand eight hundred and seventy-eight between the said fifth Marquis of Londonderry and the present Marquis of Londonderry then Viscount Castlereagh of the first part the said fifth Marquis of the second part William Clayton Clayton of Tunbridge Wells in the county of Kent esquire the Reverend William Rogers clerk rector of the rectory or parish church of Bishopsgate Without in the city of London of the third part Sir David Edward Wood G.C.B. of Park Lodge Sunningdale in the county of Berks a general in Her Majesty's army the said William Rogers and the Honourable William Reginald Duncombe commonly called Viscount Helmsley the eldest son and heir apparent of the Right Honourable William Ernest Earl of Feversham of the fourth part and Robert Charles Yeoman of Marske Hall in the county of York and Charles Tyringham Praed of number 189 Fleet Street in the city of London esquire M.P. of the fifth part being the settlement made of the Vane Tempest estates in pursuance of the will of the said Frances Anne late Marchioness of Londonderry and of the said agreement of the twentieth day of April one thousand eight hundred and seventy-seven and the said order of the twenty-fifth day of June one thousand eight hundred and seventy-seven the fifth Marquis and the present Marquis in exercise and execution of the power given to them by the recited disentailing deed of the third day of June one thousand eight hundred and seventy-four in the indenture now in recital called "the first Vane Tempest disentailing deed" and of every other power or authority in any wise enabling them in that behalf with the approbation of the said William Clayton Clayton and William Rogers as trustees of the said recited will of the said Frances Anne late Marchioness of Londonderry absolutely

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and irrevocably directed limited and appointed that all and singular the manors or lordships or reputed manors or lordships capital and other messuages lands tenements advowsons seams of coal and other minerals tithe commutation rents and other hereditaments corporeal or incorporeal comprised in and assured by the first Vane Tempest disentailing deed and all other if any the hereditaments and premises which had become and then were subject to the joint power of appointment thereby limited with their appurtenances should from and immediately after the execution of the said indenture now in recital subject nevertheless to the uses and estates then subsisting in the said hereditaments and premises which preceded the estate in tail male of the present Marquis therein and subject also as respected such of the same hereditaments and premises as were then subject thereto to the several incumbrances specified in the Schedule X. thereunder written but freed and discharged from the sum of twenty-four thousand pounds and ten thousand pounds therein mentioned and theretofore charged on the same go remain and be and stand limited and settled to the uses upon and for the trusts therein-after contained and expressed of and concerning the same And by the said indenture now in recital the fifth Marquis and the present Marquis with like approbation of the said William Clayton Clayton and William Rogers granted conveyed and confirmed unto the said Sir David Edward Wood William Rogers and Viscount Helmsley their heirs and assigns all and singular the manors or lordships or reputed manors or lordships capital and other messuages lands tenements advowsons seams of coal and other minerals tithe commutation rents and other hereditaments corporeal or incorporeal specified in the Schedule A. thereunder written and all other the manors messuages lands tenements and freehold hereditaments whatsoever which were comprised in or had become subject to the uses or limitations of the said recited indenture of the twenty-ninth day of December one thousand eight hundred and forty-two and which were then or immediately before the execution of the said indenture now in recital subject to the joint power of appointment given or limited to the fifth Marquis and the present Marquis by the said first Vane Tempest disentailing deed To hold the same with their appurtenances to the use of the said Sir David Edward Wood William Rogers and Viscount Helmsley their executors administrators and assigns for the term of nine hundred years upon the trusts intents and purposes and with under and subject to the powers provisoes agreements and declarations therein-after declared expressed and contained of and concerning the same with remainder to [the use that the present

Marquis and his assigns should during the joint lives of himself and the fifth Marquis receive the annual sums or yearly rent-charges therein mentioned with remainder to the use of the said Robert Charles Yeoman and Charles Tyringham Praed their executors administrators and assigns for a term of one hundred years upon the trusts and subject to the provisoes therein-after declared concerning the same with remainder to the use of the fifth Marquis during his life with remainder to the use of the present Marquis during his life with remainder to the use of the said Honourable Charles Stewart Henry Vane Tempest Stewart now commonly called Viscount Castlereagh and the heirs male of his body and in default of such issue to the use of the second and every other younger son of the present Marquis successively in remainder one after another and the heirs male of the body of each such younger son with remainder to the use of Lord Henry Vane Tempest for life with remainder to the use of his first and every other son successively in tail male with remainder to the use of Lord Herbert Vane Tempest for life with remainder to the use of his first and every other son successively in tail male with remainder to the use of the fourth and every subsequently born son of the fifth Marquis successively in tail male with remainder to the use of the said Francis Adolphus Vane Tempest for life with remainder to the use of his first and every other son successively in tail male with remainder to the use of Lord Ernest Vane Tempest for life with remainder to the use of his first and every other son successively in tail male with remainder to the use of the Lady Alexandrina Beaumont then Lady Alexandrina Vane Tempest for life with remainder to the use of her first and every other son successively in tail male with remainder to the use of the fourth and every subsequent born daughter of the fifth Marquis successively in tail male with remainder to the use of Lord Randolph Spencer Churchill for life with remainder to the use of his first and every other son successively in tail male with remainder to the use of the third and every subsequently born son of the said Frances Anne Emily Duchess of Marlborough successively in tail male with remainder to the use of the said fifth Marquis his heirs and assigns for ever and the indenture now in recital contained a proviso that if any son or any issue of any son of the Duchess of Marlborough should succeed to the title of Duke of Marlborough the estates limited to such son or other person should fail to take effect and the indenture now in recital should be read and construed as if such son or other person had never been born and the indenture now in recital contained powers for the present Marquis to jointure and to

A.D. 1898. — charge portions for children other than an eldest son and the said indenture now in recital further provided that as respects any moneys thereby authorised or directed to be invested by the trustees the said trustees might lay out and invest the same in their names or under their control in the purchase of any of the parliamentary stocks or public funds of Great Britain or in Exchequer Bills or East India stock or stock of the Bank of England or at interest upon any securities guaranteed by the British Government or by the Government of India except terminable annuities or upon the security of a mortgage or mortgages of hereditaments situate in England or Wales or Ireland including copyhold hereditaments and leasehold hereditaments held for any term of which not less than 60 years should be unexpired at the date of such investment and as respects leaseholds with or without production or investigation of the lessor's title or in or upon the guaranteed or preference stock or shares or bonds mortgages or debentures or debenture stock of any company or corporate body formed for or having the charge of the making or maintaining any railway dock canal harbour or other public work in Great Britain Ireland or India incorporated by Act of Parliament Royal Charter or Act of the local legislature and which for at least two years prior to such investment should have paid a dividend at the rate of not less than three per centum per annum on the ordinary stock or shares of such company or corporate body and might from time to time alter vary and transpose the said stocks funds shares and securities when and as they should think fit and the said indenture also contained a power for the said trustees with the consent of the fifth Marquis during his life and after his death at the request and by the direction of such one of the several other persons thereby made tenants for life of the settled estate as by virtue of the limitations therein contained should be in the actual possession of or entitled to the rents and profits of the settled estate and be of the age of twenty-one years to dispose of and convey either by way of absolute sale or in exchange for or in lieu of other hereditaments to be situated somewhere in England or Wales any part of the settled estate and the inheritance thereof in fee simple to any person or persons whomsoever for such price in money or for such an equivalent or recompense in hereditaments as to the said trustees should seem reasonable and for the purpose of effecting any such sale or exchange for the said trustees with such consent as aforesaid by deed absolutely to revoke all or any of the uses trusts powers and provisoes by the indenture now in recital limited and declared concerning the said premises or any part thereof and it was thereby

declared that it was intended that the settled estate and the said devised estates late of the said Marchioness in or near the county of Durham should so far as might be practicable be deemed to be a single estate :

And whereas the said Marquis of Zetland and the said Baron Farquhar are the present trustees of the said last recited indenture of settlement and the reversion expectant on the determination of the said recited lease of the thirtieth day of August one thousand eight hundred and thirty-two is vested and held under the said recited settlement of the third of September one thousand eight hundred and seventy-eight :

And whereas Lord Ernest Vane Tempest died in the year one thousand eight hundred and eighty-five leaving issue male one son only viz. Charles Henry Vane Tempest who married in the year one thousand eight hundred and ninety-three and there is issue male of such marriage two sons namely :—

Ernest Charles William Vane Tempest ; and

Charles Stewart Vane Tempest :

And whereas Lady Alexandrina Vane Tempest married in the year one thousand eight hundred and eighty-nine Wentworth Canning Blackett Beaumont esquire and there is issue male of such marriage one son namely :—

Wentworth Henry Canning Beaumont :

And whereas the said Frances Anne Emily Duchess of Marlborough has had no third or subsequently born son :

And whereas Lord Randolph Spencer Churchill died in the year one thousand eight hundred and ninety-five leaving issue male two sons only viz. Winston Leonard Spencer Churchill who has attained the age of twenty-one years and John Spencer Churchill who is still an infant :

And whereas the persons now living and entitled to the manors hereditaments and premises subject to the uses and limitations of the said recited will of the said Frances Anne late Marchioness of Londonderry and of the recited indenture of settlement of the third day of September one thousand eight hundred and seventy-eight are—

The present Marquis of Londonderry ;

His eldest son Viscount Castlereagh ;

Lord Charles Reginald Vane Tempest Stewart ;

Lord Henry Vane Tempest ;

Lord Herbert Vane Tempest ;

Francis Adolphus Vane Tempest ;

Charles Henry Vane Tempest ;

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Ernest Charles William Vane Tempest;

Charles Stewart Vane Tempest;

Lady Alexandrina Beaumont;

Wentworth Henry Canning Beaumont;

Winston Leonard Spencer Churchill;

John Spencer Churchill;

The present Marquis the Marquis of Zetland and Baron Farquhar as trustees of the said recited will;

The Marquis of Zetland and Baron Farquhar as trustees of the said recited indenture of the third day of September one thousand eight hundred and seventy-eight:

And whereas under a settlement dated the first day of August one thousand eight hundred and forty-six and made on the marriage of the said fifth Marquis a jointure rentcharge of two thousand pounds a year is charged on the Vane Tempest estates in favour of the said Mary Cornelia Dowager Marchioness of Londonderry:

And whereas under and by the conjoint effect of the said last-mentioned settlement the recited settlement of the twenty-ninth day of December one thousand eight hundred and forty-two and the will of the fifth Marquis of Londonderry dated the eleventh day of April one thousand eight hundred and eighty-one and a codicil thereto dated the tenth day of December one thousand eight hundred and eighty-one and a settlement dated the seventeenth day of October one thousand eight hundred and eighty-five made between the said Lady Alexandrina Beaumont then Lady Alexandrina Vane Tempest of the one part and the said Mary Cornelia Dowager Marchioness of Londonderry and the said Sir David Edward Wood of the other part and an appointment supplemental thereto made by the said Lady Alexandrina Beaumont on the eleventh day of November one thousand eight hundred and eighty-nine being an appointment made in contemplation of her then intended marriage with the said Wentworth Canning Blackett Beaumont a sum of twenty thousand pounds is charged on the Vane Tempest estates in favour of the said Lady Alexandrina Beaumont the said Wentworth Canning Blackett Beaumont and the issue of the said Lady Alexandrina Beaumont:

And whereas under the powers contained in the recited settlement of the third day of September one thousand eight hundred and seventy-eight and which have been exercised by deed dated the second day of July one thousand eight hundred and seventy-nine and made between the present Marquis (then Viscount Castlereagh) of the first part the present Marchioness (then Viscountess Castlereagh) of the second part and the said Robert Charles Yeoman

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and Charles Tyringham Praed of the third part a jointure rent-charge of four thousand pounds a year has been charged on the Vane Tempest estates in favour of the said present Marchioness of Londonderry and under the said powers and the said last-mentioned deed a sum of thirty thousand pounds has been charged on the said estates in favour of the children other than the eldest son of the present Marquis and the said sum may be increased to forty thousand pounds in case of there being three children other than an eldest son and to fifty thousand pounds in case of there being four or more such children :

And whereas the said harbour docks and works at Seaham Harbour aforesaid comprised in the said recited indenture of lease are now of insufficient extent and depth to accommodate vessels of the size now ordinarily used in the coal trade :

And whereas the Vane Tempest estates comprise various collieries and seams of coal and other minerals and Seaham Harbour is conveniently situate for the shipping of coal and minerals from the said estates and the harbour dock and works by this Act authorised will be situate on lands forming part of the settled estates and the construction of such works would be beneficial to the town of Seaham Harbour and to the several persons interested or to become interested in the estates :

And whereas the several persons interested in the estates being desirous of promoting the objects of this Act the present Marquis of Londonderry and the trustees of the said will and settlement respectively entered into the agreement set forth in the First Schedule to this Act :

And whereas it is expedient by way of facilitating the construction of the said works that the trustees of the said recited will of the said Frances Anne late Marchioness of Londonderry and of the recited indenture of settlement of the third day of September one thousand eight hundred and seventy-eight should be authorised to take payment for their respective interests in the harbour dock lands and premises comprised in the said recited lease and the reversion to the same expectant on the determination of the said lease by allotment to them of fully paid shares of the Company and that the said trustees respectively should be authorised to subscribe for take and hold debenture stock and shares whether ordinary or preference in the capital of the Company and for that purpose to raise the necessary moneys by mortgage of all or any part of the estates and premises vested in them respectively as such trustees as aforesaid and should also be authorised to invest any moneys for the time being in their hands subject to the trusts of

A.D. 1898. the said recited will and settlement respectively in the shares or debenture stock of the Company :

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

Short title. 1. This Act may be cited for all purposes as the Seaham Harbour Dock Act 1898.

Act divided into Parts. 2. This Act is divided into Parts as follows :—

Part I.—Incorporation of Company Works General Powers.

Part II.—Powers to Trustees of Vane Tempest Settled Estates.

Part III.—Miscellaneous.

## PART I.

### INCORPORATION OF COMPANY WORKS GENERAL POWERS.

Incorporation of Acts. 3. The Companies Clauses Consolidation Act 1845 Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts the Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to construction of a railway) of the Railways Clauses Act 1863 and the Harbours Docks and Piers Clauses Act 1847 (except section 25) are (except where expressly varied by or inconsistent with this Act) incorporated with and form part of this Act Provided that for the purposes of this Act the provisions of the Harbours Docks and Piers Clauses Act 1847 with respect to lifeboats and with respect to keeping a tide and weather gauge shall not be in force except so far as may from time to time be required by the Board of Trade.

Interpretation. 4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And for the purposes of this Act—

The expression "the undertaking" means the undertaking of the Company by this Act authorised ;

The expression "the harbour" means and includes the harbour dock and works by this Act authorised and also the existing harbour docks piers or breakwaters and other works at Seaham



Harbour in the county of Durham belonging to the trustees of the will of Frances Anne late Marchioness of Londonderry and in the occupation of the present Marquis of Londonderry which are by this Act transferred to the Company ;

The expression "railway" in the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway shall mean and include the breakwaters dock and other works authorised by this Act ;

The expression "the limits of the harbour" means the area comprised within an imaginary line drawn as follows :—

Extending from a point on the shore at high-water mark abreast of the Featherbed Rocks in a straight line seaward for a distance of four furlongs in a true east-north-east direction and then extending in a straight line in a true south-south-east direction for a distance of about one mile and thence in a true west-south-west direction to a point two furlongs north of the promontory called Noses Point ;

The expression "the will trustees" means the present Marquis of Londonderry the present Marquis of Zetland and Baron Farquhar and the survivors or survivor of them and other the trustees for the time being of the recited will of Frances Anne late Marchioness of Londonderry ;

"The settlement trustees" means the present Marquis of Zetland and Baron Farquhar and the survivor of them and other the trustees for the time being of the recited indenture of settlement of the third day of September one thousand eight hundred and seventy-eight ;

"Goods" means the goods animals articles and things specified and included in the Third Schedule to this Act.

5. The present Marquis of Londonderry the present Marquis of Zetland Baron Farquhar and all other persons who have already subscribed to or shall hereafter become proprietors in the undertaking and their executors administrators successors and assigns respectively shall be and are hereby united into a company for the purpose of making maintaining working and using the harbour and for other the purposes of this Act and for those purposes shall be and are hereby incorporated by the name of "The Seaham Harbour Dock Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act.

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Power to  
make works.

6. Subject to the provisions of this Act the Company may make and maintain in the lines or situation and according to the levels shown on the deposited plans and sections the harbour dock and other works shown on the deposited plans together with all proper approaches works and conveniences connected therewith :

The works herein-before referred to and authorised by this Act will be situate in the township of Dawdon and parish of Dalton-le-Dale in the urban district of Seaham Harbour in the county of Durham and comprise—

A harbour at Seaham Harbour to be comprised within two piers or breakwaters as herein-after described ;

North pier or breakwater commencing on the rocks at Red Acre Point at or near the lighthouse extending thence in an easterly and south-easterly direction to and terminating at a point in the sea  $13\frac{1}{2}$  chains or thereabouts east of the centre of the entrance to the present outer harbour and  $10\frac{1}{2}$  chains or thereabouts from the eastern extremity of the old North Pier ;

South Pier or breakwater commencing at a point on the rocks about  $7\frac{1}{2}$  chains north-west of Jake's Rock and extending thence into the sea in a north-easterly direction to and terminating at a point 12 chains or thereabouts from the centre of the present entrance to the outer harbour and  $11\frac{1}{2}$  chains or thereabouts from the eastern extremity of the old North Pier ;

A new dock in part on the site of the present South Dock in part on the site of the dry harbour and in part on the lands and foreshore lying to the southward of the dry harbour and between the railway known as the Ballast Railway and the sea :

And the Company may enter upon take and use such of the lands delineated on the said plans and described in the deposited book of reference as may be required for the purposes of the said works or other purposes of their undertaking :

Provided that nothing in this Act shall authorise the Company to purchase and take any lands numbered on the deposited plans and book of reference 34 to 97 inclusive in the township of Dawdon and parish of Dalton-le-Dale otherwise than by agreement with the present Marquis of Londonderry or his sequels in estate :

Provided also that nothing in this Act shall authorise the Company to remove alter or interfere with any sewer vested in the urban district council of Seaham Harbour until they shall have provided in substitution therefor a new sewer to the reasonable satisfaction of the engineer of the said district council.

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7. The Company in the execution of the harbour and dock works may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown thereon and vertically from the levels shown on the deposited sections to any extent not exceeding ten feet :

Deviation.

Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

8. The Company shall on or near the works below high-water mark hereby authorised during the whole time of constructing such works and any alteration or extension thereof exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time requires or approves. If the Company fail to comply in any respect with the provisions of this section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Lights on  
works  
during con-  
struction.

9. The Company shall at the outer extremity of their harbour works exhibit and keep burning from sunset to sunrise such lights (if any) as the Corporation of the Trinity House of Deptford Strond shall from time to time direct. If the Company fail to comply in any respect with the provisions of this section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Company to  
exhibit lights  
at extremity  
of harbour.

10. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal water below high-water mark at ordinary spring tides or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Survey of  
works by  
Board of  
Trade.

11. If a work constructed by the Company below high-water mark is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable as a Crown debt or summarily.

Abatement  
of work  
abandoned  
or decayed.

12. The Company shall not under the powers of this Act construct on the shore of the sea or of any creek bay arm of the

Works below  
high-water  
mark not to

A.D. 1898.

be commenced without consent of Board of Trade.

sea or navigable river communicating therewith below high-water mark any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs and charges of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable as a Crown debt or summarily.

Provision against danger to navigation.

**13.** In case of injury to or destruction or decay of the pier or works or any part thereof the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of the Trinity House of Deptford Strond and shall apply to that Corporation for directions as to the means to be taken and the Company shall be liable to a penalty not exceeding ten pounds for every calendar month during which they omit so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Powers as to deepening and dredging.

**14.** The Company may dredge and deepen the harbour and the approaches thereto and may remove any rocks gravel sand or other material therefrom and also (with the consent of the Board of Trade in writing but not otherwise) may exercise the same powers within a distance of three hundred yards on the seaward side of the intended works or any part thereof and the Company may scour cleanse alter and improve the foreshore and with the like consent of the Board of Trade the bed of the sea at or near the entrance channel and breakwaters by this Act authorised for the purpose of forming and maintaining convenient means of access to the harbour dock and works.

Subsidiary works.

**15.** Subject to the provisions of this Act the Company may make and maintain in connexion with the dock and dock works and on any lands which may belong to them all necessary or convenient graving docks gridirons shipbuilding yards slipways sluices timber ponds stairs sewers drains culverts pipes jetties

groynes railways quays sidings tramways wharves stages coal tips  
staiths moorings buoys beacons warehouses roads ways approaches  
sheds buildings cranes lifts and other conveniences and machinery  
in connexion with the said dock and dock works.

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16. Nothing in this Act contained shall authorise the Company to enter upon use or interfere with any estate or interest of the Secretary of State for War in any lands at Seaham Harbour in the occupation of the said Secretary of State on which a battery has been constructed or shall take away lessen prejudice or alter any of the rights privileges or powers vested in or exercised by the said Secretary of State without his previous consent signified in writing under his hand and which consent the said Secretary of State is hereby authorised to give subject to such special or other conditions as he shall see fit to impose on the Company :

Saving rights  
of Secretary  
of State for  
War.

Provided that if in the opinion of the said Secretary of State it is or shall become necessary in consequence of the works by this Act authorised to remove the said battery to another site an equivalent site together with all necessary and convenient access thereto shall be provided free of expense for the said Secretary of State and to his satisfaction by the Company and the Company shall pay to the said Secretary of State a sum of money equivalent to the cost as certified by the said Secretary of State of building thereon a new battery of the same character and dimensions as the existing battery.

17. The lease of the Londonderry Bottle Works dated the twenty-third day of May one thousand eight hundred and fifty-five granted by Frances Anne late Marchioness of Londonderry now vested in Robert Candlish and Son Limited (herein called "the limited company") and the lease of the Seaham Harbour Bottle Works dated the first day of January one thousand eight hundred and ninety-six from the present Marquis of Londonderry to the limited company shall during the remainder of the respective terms granted by the said leases continue unaffected by anything contained in this Act Provided that as from the transfer to the Company of the harbour and docks undertaking pursuant to the agreement set out in the First Schedule to this Act the Company shall during the remainder of the respective terms granted by the said leases become subject and liable to observe and discharge all the covenants and obligations of the lessors in respect of each of the said leases with respect to the conveyance of commodities between the said harbour and docks and the works of the limited company or the shipment or unshipment of commodities at the said harbour and

For protec-  
tion of  
Messrs.  
Robert  
Candlish  
and Son  
Limited.

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docks or the supply of ballast and debris or the conveyance of ballast and debris or refuse between the harbour and the works of the limited company and afford the same rights and facilities and render the same services to the limited company on the same terms and conditions as the will trustees or the settlement trustees or the said marquis are now liable or subject to under the said leases in respect of the harbour and docks undertaking by this Act transferred to and vested in the Company so that payments in respect of the services and obligations hereby undertaken by the Company shall be made by the lessees to the Company.

So soon as the said transfer has been completed any liability of the will trustees or the settlement trustees or the estates represented by them respectively or the said Marquis under either of the said leases to the lessees thereunder with respect to the services and obligations hereby undertaken by the Company shall cease.

If any injury or damage shall be caused to the limited company by the Company during the construction of the works authorised by this Act failing to discharge with the customary despatch the services and obligations hereby undertaken the limited company shall have the same right to recover compensation against the Company in respect thereof as they would have had against their lessors if such default had been committed by them.

For protec-  
tion of  
Sunderland  
and South  
Shields  
Water Com-  
pany:

**18.** For the protection of the Sunderland and South Shields Water Company (in this section called "the water company") the following provisions shall have effect unless otherwise agreed on in writing between the Company and the water company (that is to say):—

The Company shall pay to the water company as compensation for any works water mains and service pipes belonging to the water company which shall be removed or disturbed under the powers of this Act such sum as shall be agreed on between the Company and the water company or as failing agreement shall be settled by an arbitrator to be appointed (unless otherwise agreed) by the President of the Institution of Civil Engineers on the application of either the Company or the water company: The water company may make such alterations and re-arrangements of their water mains service pipes and water apparatus as shall be rendered necessary by any removal or disturbance by the Company of any of the existing mains pipes or apparatus of the water company in the execution of any of the works authorised by this Act and the reasonable cost of making such alterations and of any new or additional mains pipes and apparatus or

increased lengths or capacity required by reason of such alterations shall be paid by the Company on demand : A.D. 1898.

The Company shall during the remainder of the term of ninety-nine years created by an indenture of lease dated the sixth day of August one thousand eight hundred and fifty-three and made between the third Marquis of the one part and the Seaham Harbour Water Company of the other part observe and perform such of the covenants entered into by the said Marquis with the said Seaham Harbour Water Company by a deed of covenant of even date with the said indenture of lease as would be applicable to the harbour as defined by this Act if the same had been included in the said deed of covenant and to the shipping resorting thereto and any personal liability of the legal personal representatives of the said Marquis or his successors in estate in respect of such covenants so far as they apply to such harbour and shipping shall cease :

Instead of the charges covenanted to be paid to the said Seaham Harbour Water Company by the said deed in respect of the supply of water to shipping resorting to the harbour it shall be lawful for the water company to demand and recover in respect of all vessels with a burden of not exceeding one thousand tons resorting to the said harbour the following rates *i.e.* :—

For sailing ships up to 170 tons	
burden - - - - -	9d. per voyage.
For sailing ships above 170 tons	
burden - - - - -	1s. 6d. per voyage.
For steamships - - - - -	2s. 6d. per voyage.
For filling the boilers of steamships	15s. per hour occupied
	in so doing.

In respect of all vessels exceeding one thousand tons burden which may resort to the harbour it shall be lawful for the water company to demand and recover the same charges in respect of the supply of water for all purposes as the water company may for the time being charge in respect of a similar supply to vessels resorting to the port of Sunderland.

**19.**—(1) If during the construction of the works authorised by this Act the Company shall under the powers of this Act alter or interfere with any rails sidings or other works belonging to the South Hetton Coal Company Limited (herein-after called “the coal company”) or which the coal company have any special right to use under any lease or agreement the Company shall make such arrangements as will enable the coal company without incurring any additional cost to continue during the currency of any such existing

For protec-  
tion of South  
Hetton Coal  
Company  
Limited.

A.D. 1898. — lease or agreement to ship their coals at the harbour to the same extent and (so far as reasonably practicable) as conveniently as they have heretofore been accustomed to ship the same and any dispute which may arise between the Company and the coal company with respect to this section or anything to be done thereunder shall be determined by arbitration including the compensation (if any) to be paid by the Company for interference with any such rails sidings or other works as aforesaid.

(2) Notwithstanding any of the provisions of this Act the Company shall at all times after the construction of the works authorised by this Act afford to the coal company in respect of the conveyance shipment and unshipment of coals and other things the same rights and facilities and render to them the same services as those which they for the time being afford or render to any other shippers under similar circumstances and upon at least as favourable terms and any difference which may arise between the Company and the coal company under this section shall unless otherwise agreed be determined by arbitration under the Arbitration Act 1889.

Restrictions  
on displacing  
persons of  
labouring  
class.

**20.**—(1) The Company shall not under the powers of this Act purchase or acquire in any city borough or urban district or in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(a) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(b) Shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall



require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced :

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—

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of Mandamus to be obtained by the Local Government Board out of the High Court.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the Court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

A.D. 1898.

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this subsection subject to such conditions (if any) as they may see fit.

(8) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11) For the purposes of this section the expression "labouring class" means mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Amount of  
capital.

21. The capital of the Company shall be four hundred and fifty thousand pounds in forty-five thousand shares of ten pounds each of which not more than one-half may be created and issued as preference shares or stock having a fixed preferential dividend attached thereto not exceeding five per centum per annum and

A.D. 1898.

with or without such rights of voting at meetings of the Company as the Company may determine by the resolution creating the same.

Shares not  
to be issued  
until one-  
fifth paid.  
Calls.

**22.**—(1) The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

(2) One-fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share

Provided that nothing in this section shall apply to shares issued as fully paid up to the will trustees or the settlement trustees as the consideration for the property transferred to the Company under the provisions of this Act.

**23.** If any money is payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipt in  
case of  
persons not  
sui juris.

**24.** The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole one hundred and fifty thousand pounds and of that sum they may from time to time borrow any sums not exceeding in the whole fifty thousand pounds in respect of each one hundred and fifty thousand pounds of their capital but no part of any such sum of fifty thousand pounds shall be borrowed until shares for the whole of the one hundred and fifty thousand pounds of capital in respect of which it is to be borrowed are issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of capital have been issued and accepted and that one-half thereof has been paid up and that not less than one-fifth of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and that such persons their executors administrators successors or assigns are legally liable for the same and upon production to

Power to  
borrow.

A.D. 1898. — such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof:

Provided that the shares issued to the will trustees or the settlement trustees in consideration of the transfer and vesting under this Act shall be deemed for the purposes of this section to be paid-up shares.

For appointment of a receiver.

**25.** The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

**26.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without regard to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Notice of the effect of this enactment shall be endorsed on all certificates of debenture stock.

Application of moneys.

**27.** All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

First ordinary meeting.

**28.** The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Number of directors.

**29.** The number of directors shall be five but the Company may from time to time vary that number provided that it be not more than seven nor less than four.

Qualification of directors.

**30.** The qualification of a director shall be the possession in his own right of not less than two hundred and fifty shares:

Provided that the holding by the will trustees of not less than the prescribed number of shares in their capacity of trustees shall qualify any one of such trustees for the office of director and provided also that the holding by the settlement trustees of not

less than the prescribed number of shares shall qualify any one of such trustees for the office of director and in like manner the holding of not less than the prescribed number of shares by some person or persons entitled to the rents and profits or acting as trustees or trustee of the Vane Tempest settled estates shall qualify any one of such persons respectively for the office of director.

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**31.** The quorum of a meeting of directors shall be three.

Quorum.

**32.** The present Marquis of Londonderry the present Marquis of Zetland and Baron Farquhar and two persons to be nominated by them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act.

First  
directors.

**33.** If and so long as not less than four thousand of the shares allotted to the will trustees under this Act shall continue to be held by the will trustees or by some person or persons entitled to the rents and profits or acting as trustee or trustees of the Vane Tempest settled estates the will trustees or such person or persons as the case may be shall be entitled to nominate one director of the Company and from time to time to revoke such appointment.

Appointment  
of directors  
by will  
trustees and  
settlement  
trustees.

If and so long as not less than four thousand of the shares allotted to the settlement trustees under this Act shall continue to be held by them or by some person or persons entitled to the rents and profits or acting as trustee or trustees of the Vane Tempest settled estates the settlement trustees or such person or persons as the case may be shall be entitled to appoint one other person to be a director of the Company and from time to time to revoke such appointment.

Any person so appointed shall hold office until he shall die or resign or his appointment shall be revoked and shall not be subject to the provisions of this Act with respect to the qualification election retirement or re-election of directors.

**34.** At the said first ordinary meeting the shareholders present in person or by proxy may elect such directors as may be necessary to complete the prescribed number of directors any of the first directors being (if qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the powers herein-before contained for varying the number of directors) elect persons to supply the places of the elected directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor

Elected  
directors.

A.D. 1898. — disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Lands for  
extra-  
ordinary  
purposes.

**35.** The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed fifteen acres but nothing in this Act or in that Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Period for  
compulsory  
purchase of  
lands.

**36.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of five years from the passing of this Act.

Power to  
take ease-  
ments &c.  
by agree-  
ment.

**37.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any of such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Construction  
of branch  
railways and  
sidings.

**38.** The Company may enter into and carry into effect agreements with any owner or lessee of lands collieries or works adjoining or near to the harbour as to the construction management maintenance working and use of branch railways or sidings to be connected with the harbour and the provision of funds for that purpose.

Power to  
lease ware-  
houses &c.

**39.** Notwithstanding anything contained in the Harbours Docks and Piers Clauses Act 1847 the Company may lease or grant the use or occupation of any warehouses buildings wharves yards landing stages coal tips staiths cranes machines or other conveniences provided by them for such period or periods not exceeding five years at such rents and on such terms and conditions as shall be agreed between the Company and the corporations companies or persons taking the same.

Power  
to grant  
building  
and improved  
leases.

**40.** The Company may grant leases for such term or terms as they may think fit of any of the lands of the Company not required for the purposes of the works by this Act authorised to any persons corporations or companies (such corporations or companies being

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capable at law to accept such leases) who shall covenant to improve such lands by laying out money in the construction or erection of graving docks gridirons patent slipways warehouses shipbuilding yards sheds houses or other buildings thereon calculated to promote the business of the harbour and they may also grant to such lessees the use during their respective leases of such waterway quay room and wharfage room and other easements as may be requisite or convenient for the purpose of the trade or business to be carried on in or at the warehouses buildings or works to be erected or constructed by such lessees.

41. Every such lease shall be made without fine and may be made with and subject to such exceptions reservations yearly or other rents or payments covenants conditions powers and provisions whatsoever as the parties thereto mutually agree upon Provided always that by every such lease due provision shall be made for securing the payment performance and observance by the lessees thereunder of the rent (if any) covenants and provisions in and by the same respectively reserved and contained and on their part to be respectively paid performed and observed Provided also that a duplicate or counterpart of every such lease shall be executed by the lessees therein named and be delivered to the Company.

Terms and conditions of such leases.

42. Anything in the Lands Clauses Consolidation Act 1845 to the contrary notwithstanding the Company shall not be bound to sell or dispose of any lands which may be included in any such lease or the reversion thereof.

Company not to be bound to sell lands demised.

43. If the works by this Act authorised are not completed within eight years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the works by this Act authorised or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

Period for completion of works.

44. The Company may from time to time as they think fit set apart and appropriate any lands or any part or parts of the harbour or the whole or any part of any graving dock quay warehouse or other building works or conveniences to or for the use and accommodation of any particular trades persons companies vessels or class of vessels or goods and may in addition to the other rates by this Act authorised to be demanded and taken demand and take such reasonable charges for such use and accommodation as they from time to time think fit No other company person or vessel shall make use of any lands part or parts of the harbour or any graving dock quay warehouse building work or convenience so set

Company may appropriate parts of works to use of particular trades &amp;c.

A.D. 1898. — apart and appropriated without the consent in writing of the Company under the hand of the harbour master.

Company  
may load &c.  
vessels.

45. The Company may load and discharge any vessel at the harbour or at any quay and may perform any services in respect of the loading or discharging of any vessel or the shipping or unshipping of goods.

Rates  
payable on  
vessels using  
the dock.

46. The Company may demand and take for or in respect of every vessel entering the harbour any sum not exceeding the rates mentioned in the Second Schedule to this Act annexed (herein-after referred to as "ship dues") which dues shall be paid at the time of such vessel's entry inwards or clearance or discharge outwards as the Company may require.

Rates  
payable on  
goods &c.

47. The Company may demand and take for goods mentioned in the Third Schedule to this Act which shall be shipped or unshipped received or delivered whether on any works of the Company or into or from any vessel within the harbour any sums not exceeding the several rates specified in the said schedule (herein-after called "cargo rates") and as to all such goods as shall not be specified in the said schedule the Company may demand and take a rate equal to the rate for the time being payable in respect of goods of a similar nature package and quality and every such rate shall be payable by the owner or consignee of the goods.

As to  
vessels  
remaining in  
dock beyond  
three weeks.

48. Where any vessel using the harbour and whether or not any ship dues have previously been paid or payable to the Company in respect of the vessel remains in dock more than three weeks after the time of going into the dock there shall be payable and paid to the Company by the master or owner of every such vessel according to the tonnage or burden thereof a further due at the rate of one penny per ton register for every week or fraction of a week during which the vessel remains in the dock beyond the three weeks in addition to the ship dues.

Power for  
Company to  
remit rates.

49. The Company if and when they think fit may remit or return the whole or any part of any rates in respect of any vessel or goods shown to their satisfaction to have been wrecked spoiled or damaged and may remit or return the whole or any part of any rates under any other circumstances which in their judgment make the remission or return reasonable and just so as the claim for the remission or return be made and substantiated to the satisfaction of the Company within such time as under the circumstances they deem reasonable Provided that any such exemption or remission shall be made equally to all persons in respect of all vessels falling



within the same class or description or carrying the same description of cargo and in the like circumstances. A.D. 1898.

50. All ballast to be discharged or removed from or put into any vessel within or at the harbour and all services in relation to the stowing and trimming thereof shall if and when the Company so order or direct be discharged or removed or performed by the Company and the Company may demand and receive from the master or owner of such vessel for such services such reasonable rates as they may from time to time order or direct not exceeding in any case where specific rates are prescribed by this Act the amount named in the Fourth Schedule to this Act annexed and where no specific rates are so prescribed such reasonable rates and sums of money as the Company shall from time to time order or direct and all ballast discharged or removed from any vessel upon any of the premises of the Company shall be and become their absolute property. Ballast rates.

51. The Company may in addition to any other sums which they are by this Act authorised to demand charge-- Charges on shipment and weighing of coals &c.

For the shipment by the Company of coals coke or culm by means of drops or staiths shipping machines or appliances or other machinery works or conveniences any sum not exceeding twopence per ton ;

For the weighing by the Company of coals coke or culm including the use of the weighing machines any sum not exceeding one farthing per ton ;

For the use in other cases of staiths drops cranes shipping machines or appliances or other like machinery works or conveniences such reasonable rates as the Company from time to time determine.

52. The Company may (subject as herein-after mentioned) make such reasonable charges as they think fit for any services rendered by them with respect to vessels and with respect to goods shipped or unshipped or warehoused or deposited at or conveyed to or from the harbour or any quays or works and the Company may when requested render any such services if they think proper Provided always that for the use of their cranes or shearlegs and for taking off and putting on tops it shall not be lawful for the Company to demand and take any sums exceeding those specified in the Fourth Schedule to this Act And provided also that where goods are landed by the Company upon or over the quays of the Company they shall not be responsible to the owners thereof for a period of more than twenty-four hours from the time of such landing for any Power for Company to charge for services at harbour and quays.

A.D. 1898. — loss or damage which may accrue thereto but where goods are landed by the owners the Company shall not be so responsible.

Rates for  
graving  
docks &c.

53. The Company may demand and take for the use of any graving docks gridirons ship-building yards patent slipways moorings buoys and slips provided by them from the owner or master of each vessel or craft using the same such rates and sums respectively as the Company shall reasonably appoint.

Exemption  
from portion  
of dues.

54. The Company may from time to time compound for or confer exemptions from such portion as they think fit of any dues payable under this Act Provided that every such composition or exemption shall be made equally to all persons in respect of all vessels and all cargo falling within the same class or description and subject to the same dues and in the like circumstances.

Charges for  
railways and  
sidings.

55. The Company may demand and take in respect of the conveyance or haulage of goods over any railway or tramway transferred to and vested in the Company or made or maintained by them under the powers of this Act such reasonable rates and charges as they may fix and in addition to any other charges by this Act authorised the Company may demand and take in respect of the use of sidings a sum not exceeding twopence per waggon for every period of twenty-four hours or any part thereof for which such waggon shall have been standing on such siding after the first seventy-two hours (Sundays excepted).

Power for  
Company to  
recover rents  
and charges  
for goods by  
sale &c.

56. If default be made in payment to the Company of any rent or charge with respect to any goods at on or in the dock quays yards warehouses or other works of the Company the Company (first paying the customs duties and inland revenue duties (if any) due and payable thereon) may detain and sell the goods or any part thereof and after detaining the amount so paid may retain for themselves the rent or charge so due and payable to them and the expenses of detention and sale rendering on demand the surplus (if any) of the proceeds of sale and such (if any) of the goods as remain unsold to the person appearing to them to be entitled thereto Provided that the Company if they do not sell the goods or if the proceeds of the sale thereof be insufficient may recover the amount of the rents charges and expenses due and payable to them or the balance thereof in any court of competent jurisdiction.

Restrictions  
as to time  
of sale by  
Company for  
recovery of  
charges.

57. Provided that (except with respect to goods of a perishable nature which in the judgment of the Company would be materially lessened in value by being retained by them) the Company shall not so sell any goods until after the expiration of six months after the

time at which the goods are unshipped or delivered at their dock quays yards warehouses or other works. A.D. 1898.

**58.** The Company first paying the customs duties (if any) due and payable thereon may if they think fit sell any goods of a perishable nature deposited and lodged with them at any time when in their judgment the goods would be materially lessened in value by being retained by them and whether or not they have notice of the non-payment of freight or other charges claimed on the goods or notice to retain the same. Sale of perishable goods.

**59.** When the Company so sell any such perishable goods they shall apply the proceeds of the sale in payment of the rates rents and charges due and payable to the Company in respect thereof and the expenses of the sale rendering on demand the surplus (if any) of the proceeds and the unsold goods (if any) to the person appearing to them to be entitled thereto. Application of proceeds of sale of perishable goods.

**60.** The Company from time to time at the request of any person warehousing or depositing any goods in any warehouse or upon or in any of the quays wharves or yards of the Company specially appropriated for the purpose or entitled to any goods so warehoused or deposited may if the Company think fit issue and deliver to him a certificate of such goods having been so warehoused or deposited or a warrant for the delivery of such goods or of any part thereof to be specified in such warrant. Company may give certificates of deposited goods and warrants for delivery of goods.

**61.** Every such certificate or warrant shall be deemed to be a document of title to the goods specified therein and shall be transferable by indorsement and any holder of such certificate or warrant whether the person named therein or the indorsee thereof shall have the same right to the possession and property of such goods as if they were deposited in his own warehouse. Effect of certificate or warrant.

**62.** Every such certificate or warrant shall state on the face thereof the effect of the preceding section and that it is issued under the provisions of this Act. Effect to be stated on face of certificate or warrant.

**63.** No such certificate or warrant shall be given unless and until all liens and claims for freight and all other liens or claims whatsoever to which the goods were liable while on board any vessel and before the warehousing or depositing of the same and of which the Company have had notice in writing and all rates rents charges and expenses payable to the Company with respect to the warehousing or depositing of the goods or for services performed by the Company in respect thereof are paid or discharged. Certificate or warrant not to be given till freight rates &c. paid.

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Warrant not  
to be given  
till certificate  
given up.

**64.** Before a warrant for the delivery of all or any goods specified in a certificate is issued by the Company the certificate shall be delivered to them to be cancelled. Provided that if the warrant be for delivery of part only of the goods the Company shall issue to the person so delivering up the certificate a new certificate with respect to the goods not specified in the warrant.

Warrants  
&c. signed  
by duly  
authorised  
officers  
sufficient.

**65.** All certificates delivery warrants transfer certificates and other documents relating to goods in the custody of the Company or to the management of the business of their docks being signed and issued by any officer duly authorised in that behalf shall be effectual in law and binding on the Company and all other parties interested without any other signature and without any seal.

Power for  
Company to  
make bye-  
laws as to  
harbour  
quays &c.

**66.** In addition to the byelaws which may be made under the provisions with respect to the byelaws to be made by the undertakers under the Harbours Docks and Piers Clauses Act 1847 the Company may make such byelaws as they think fit with reference to all or any of the following purposes (that is to say):—

The order and precedence of vessels of different classes passing into or out of the harbour;

The management control and regulation of the harbour and of goods wares merchandise cattle carts carriages and other vehicles using or passing over or frequenting or resorting to the docks or any of the works conveniences or lands of the Company connected with their dock works the control and regulation of vessels and boats using or resorting to the docks and with reference to the discharge and tipping of ballast and other matter:

Which byelaws may be enforced in the same manner as byelaws made by the Company under the Harbours Docks and Piers Clauses Act 1847 provided that they shall not have any force or effect until they shall have been approved by the Board of Trade.

Further  
general  
powers of  
control and  
management.

**67.** With regard to the management use and regulation of the harbour and the regulation and control of vessels resorting thereto the Company may have and exercise the following powers:—

- (1) Subject to the rights of the owner or master of any vessel to employ his crew in the performance of any of the services herein-after mentioned the Company may if and when they think fit employ any tug boatman riggers hobblers and other proper persons for the purpose of effectually and speedily working any vessel within the limits of the harbour master's authority or within or into or out of the harbour or for removing

any such vessel from any place in the harbour to any other place in the harbour and in such manner as they may consider will best effect the purposes aforesaid and the master or owner of any such vessel shall on demand pay to the Company such reasonable sum in respect of any such service as the Company may demand :

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(2) For the better navigation of vessels in the harbour and within the limits of the harbour master's authority and for the use and accommodation of vessels frequenting the harbour the Company may license such number of boatmen riggers hobbler and other proper persons for such periods yearly or otherwise and on such terms and conditions as they may think fit and may charge such sum for every such licence at a rate not exceeding five shillings per annum as they may think fit Provided always that the Company may at any time revoke any such licence by reason of the misconduct or inefficiency of the person holding the same Provided also that nothing in this Act shall entitle such boatmen riggers hobbler and other persons to act as pilots or to supersede or take the place of any licensed pilot Provided also that nothing in this Act shall interfere with any existing rights of pilot or pilotage :

(3) Whenever any delay which in the opinion of the harbour master is unnecessary or inconvenient shall take place in the working or removing any vessel within the limits of the harbour master's authority or in the discharging or loading and trimming or in any service necessary to be performed in connexion with any vessel or cargo of such vessel either from the inadequacy or improper conduct of the persons employed or from the negligence or default of the master or person in charge of such vessel the Company may employ a sufficient number of suitable persons to work or remove or to discharge or load or perform any service in connexion with any vessel or the cargo of such vessel in working or removing discharging or loading or trimming the same and the master or owner of such vessel shall on demand pay to the Company such reasonable sum for any or every of such services as the Company may demand and the master or person in charge of such vessel who shall not properly clear the deck of his vessel by stowing away all such articles as may impede the delivery or the loading of the cargo thereof upon being required so to do by the harbour master shall for every such offence be liable to a penalty not exceeding five pounds :

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(4) The Company may by agreement with the owner consignor or consignee of any coal coke culm steel iron iron ore timber goods wares and merchandise to be shipped into or unshipped from any vessel in the harbour or with the owner or master of any vessel disembark discharge and land weigh ship put on board and trim such coal coke culm steel iron iron ore or other ore timber goods wares and merchandise and may recover and receive for all or any of such services and for any other work labour or service performed by the Company in respect of such coal coke culm steel iron iron ore or other ore timber goods wares or merchandise and for the use of any shipping loading trimming or discharging appliances works or conveniences such reasonable rates as may be agreed upon between the Company and such owner consignor consignee or master respectively as though the same were ship dues or wharfage rates payable under this Act so that in case of an agreement with the owner or master of any vessel the agreed rates shall be recoverable as ship dues and in the case of an agreement with the owner consignor or consignee of any goods the agreed rates shall be recoverable as cargo rates.

Power to  
appoint meters  
and weighers.

68. The Company may in connexion with the harbour appoint such meters and weighers as they may think fit.

As to steam  
tugs &c.

69. The Company may fix such rates or charges as may appear to them reasonable for or in respect of the use of any steam tugs lighters vessels and boats provided by them and such rates or charges shall be paid by the owner master consignee or other person having charge of any vessel obtaining or demanding the assistance or use of any such steam tugs lighters vessels or boats and such rates and charges shall be due and payable whether such steam tugs lighters vessels or boats shall be actually employed or not provided the assistance or use thereof shall have been required and shall in consequence of such requisition have been tendered Provided always that nothing in this Act contained shall be deemed or construed to authorise the Company to require any owner agent master consignee or other person having charge of any vessel lighter or river craft to employ hire or use any such steam tug lighter vessel or boat.

Saving  
rights of  
Crown.

70. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without

the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty.

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## PART II.

## POWERS TO TRUSTEES OF VANE TEMPEST SETTLED ESTATES.

71. The agreement set forth in the First Schedule to this Act is hereby confirmed and may be carried into effect and from and after the allotment of shares shall have been made pursuant to such agreement and this Act the harbour dock works plant and effects and rights and other the premises the subject of such agreement shall by virtue of this Act be and become vested in and transferred to the Company as to the harbour dock and works in fee simple in possession and as to the plant and effects absolutely free from the estates and interests therein of the present Marquis of Londonderry and all other persons who are excepted from the general saving in this Part of this Act or who can or may claim under or by virtue of the said will of the said Frances Anne Marchioness of Londonderry or the said settlement dated the third September one thousand eight hundred and seventy-eight or the limitations powers or provisions of such will or settlement respectively or created thereunder or in any way relating thereto but subject or without prejudice to the provisions of the said agreement and this Act with reference to such transfer as hereby made.

Agreement  
with Marquis  
of London-  
derry and  
trustees.

72.—(1) The consideration for the transfer and vesting of the harbour dock works plant and effects and rights under the scheduled agreement and this Act shall be the issue by the Company of the following shares of the Company viz. :—

Considera-  
tion in shares  
&c.

To the will trustees of 4537 shares ;

To the settlement trustees of 4298 shares :

All or any of which shares may be either ordinary or preference according to the agreement confirmed by this Act and which shares the Company shall have power to create and issue accordingly pursuant to this Act.

(2) All shares issued pursuant to this section shall be deemed to be fully paid shares and shall be held by the said trustees respectively upon the like uses and trusts and for the same purposes

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and in the same manner as the lands or interests therein plant and effects in consideration for which such shares were issued stood settled immediately before the vesting of such lands or interests plant and effects in the Company and as if such shares had been authorised investments of or arising from proceeds of sale of hereditaments and premises comprised in the said will and settlement respectively under power of sale or otherwise thereby given or had been capital moneys arising under such will and settlement respectively by virtue of the Settled Land Acts.

Power to trustees to subscribe for shares and to raise money by mortgage of settled estates.

**73.**—(1) It shall be lawful for the will trustees and the settlement trustees respectively to subscribe for shares whether preference or ordinary in the capital of the Company.

(2) The said trustees respectively may raise the sums necessary for such subscription by mortgage of the whole or of any part or parts of the estates and property subject to the uses and trusts of the said will and settlement respectively as fully and effectually in every respect as if the said will and settlement respectively had authorised the said subscription and the raising of the said sums by mortgage for the purposes of the same.

(3) All shares so subscribed for shall be held by the said trustees respectively on the same uses and trusts as if such shares had been authorised investments of or arising from proceeds of sale of hereditaments and premises comprised in the said will and settlement respectively under power of sale or otherwise thereby given or had been capital moneys arising under such will and settlement respectively by virtue of the Settled Land Acts.

(4) All mortgages so authorised may be in fee or for years of any property subject to the said will and settlement respectively free from the uses trusts and provisions of such will and settlement respectively or created thereunder as if such power had been contained therein or given thereby.

Power to trustees to invest in stock and shares of Company.

**74.** The will trustees and the settlement trustees respectively may invest any moneys for the time being in their hands and subject to the trusts of the said recited will and the said recited settlement of the third day of September one thousand eight hundred and seventy-eight in the debenture stock and shares both preference and ordinary of the Company and the powers of investment in the said will and settlement respectively shall be read and have effect as if such investment as aforesaid had been specifically authorised thereby.

General Saving.

**75.** Saving always so far as regards the powers by this Part of this Act conferred on the settlement trustees and the will trustees



respectively to the Queen's most Excellent Majesty Her heirs and successors and every other person and body politic and corporate and their respective heirs successors executors administrators and assigns (other than the persons by this Act expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever in to or out of or upon the Vane Tempest estates or any part thereof as they or any of them had before the passing of this Act or could or might have had or enjoyed if this Part of this Act had not been passed.

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—

76. The following persons are excepted out of the general saving contained in the last preceding section of this Act and are accordingly the only persons bound by the provisions of this Part of this Act conferring powers on the settlement trustees and the will trustees respectively (that is to say):—

Exception  
from general  
saving.

The present Marquis of Londonderry ;

His eldest son Viscount Castlereagh and the heirs male of his body ;

Lord Charles Reginald Vane Tempest Stewart and the heirs male of his body ;

Sons hereafter born of the present Marquis of Londonderry and the heirs male of their respective bodies ;

Lord Henry Vane Tempest and the heirs male of his body ;

Lord Herbert Vane Tempest and the heirs male of his body ;

Francis Adolphus Vane Tempest and the heirs male of his body ;

Charles Henry Vane Tempest ;

Ernest Charles William Vane Tempest and the heirs male of his body ;

Charles Stewart Vane Tempest and the heirs male of his body ;

Sons hereafter born of Charles Henry Vane Tempest and the heirs of their respective bodies ;

Lady Alexandrina Beaumont ;

Wentworth Henry Canning Beaumont and the heirs male of his body ;

The sons hereafter born of Lady Alexandrina Beaumont and the heirs male of their respective bodies ;

Winston Leonard Spencer Churchill and the heirs male of his body ;

John Spencer Churchill and the heirs male of his body ;

Lady Helen Vane Tempest Stewart ;

Wentworth Canning Blackett Beaumont ;

Margaret Helen Beaumont ;

Aline Mary De Burgh Beaumont ;

The daughters hereafter born of Lady Alexandrina Beaumont ;

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Mary Cornelia Dowager Marchioness of Londonderry ;

Theresa Susey Helen Marchioness of Londonderry ;

The will trustees ;

The settlement trustees ;

All other persons whomsoever born or to be born claiming by through or under the recited will of Frances Anne late Marchioness of Londonderry or the recited indenture of settlement of the third day of September one thousand eight hundred and seventy-eight.

### PART III.

#### MISCELLANEOUS.

Agreements  
with owners  
of Londou-  
derry  
Railway.

77. It shall be lawful for the Company on the one hand and the owners of the Londonderry (Seaham to Sunderland) Railway on the other hand to enter into and carry into effect agreements for the conveyance and shipment of goods minerals and merchandise and the forwarding collection or delivery of traffic and as to the division and apportionment of the receipts arising from such traffic.

Power to  
pay interest  
out of capital  
during con-  
struction.

78. Notwithstanding anything in this Act or in any Act or Acts incorporated herewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :—

(a) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two-thirds at least of the share capital authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same ;

(b) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear ;

(c) The aggregate amount to be so paid for interest shall not exceed fifty thousand pounds and the amount so paid shall not

be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid ;

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(d) Notice that the Company has power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares ;

(e) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section ;

(f) The shares issued to the will trustees and the settlement trustees in consideration of the transfer and vesting under this Act shall for the purpose of this section be deemed to form part of the capital authorised by this Act upon which interest may be paid under this section and to have had the full amount paid up thereon at the date of the allotment :

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

**79.** The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to execute any other work or undertaking.

Deposits for  
future Bills  
not to be  
paid out of  
capital.

**80.** All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

Costs of Act.

A.D. 1898. The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

AGREEMENT BETWEEN THE MARQUIS OF LONDONDERRY AND  
TRUSTEES AND THE COMPANY.

AN AGREEMENT made the eleventh day of June one thousand eight hundred and ninety-eight between the Most Honourable CHARLES STEWART sixth and present Marquis of Londonderry K.G. the Most Honourable LAWRENCE DUNDAS Marquis of Zetland BARON DUNDAS of Aske and the Right Honourable BARON FARQUHAR (the present trustees of the will of Frances Anne Vane Marchioness of Londonderry) of the first part the said MARQUIS OF ZETLAND and BARON FARQUHAR (the present trustees of the re-settlement dated the third day of September one thousand eight hundred and seventy-eight of hereditaments in the parishes of Seaham and Dalton-le-Dale and elsewhere in the county of Durham) of the second part the said MARQUIS OF LONDONDERRY (who is tenant for life under the said will and re-settlement) of the third part and SAMUEL JAMES DITCHFIELD of Seaham Harbour in the county of Durham shipowner for and on behalf of a company to be incorporated by Act of Parliament by the name of "The Seaham Harbour Dock Company" (herein-after referred to as "the Company") of the fourth part.

WHEREAS the premises herein-after described are vested in the parties of the first part for the residue of a term of ninety-nine years from the twenty-fifth day of December one thousand eight hundred and twenty-nine granted by a lease thereof dated the thirtieth day of August one thousand eight hundred and thirty-two at the rents and subject to the covenants therein mentioned and the reversion expectant on the determination of the said lease is comprised in the said re-settlement :

And whereas it is proposed by the parties of the first three parts to transfer their respective interests in the said premises to the Company to be formed under and for the purposes of the Seaham Harbour Dock Act 1898 in consideration of an allotment as herein-after mentioned to the parties of the first and second parts respectively of fully paid shares in such Company :

And whereas the expression "the transferors" as used in this Agreement means the parties of the first three parts according to their powers estates and interests under the said will of Frances Anne Marchioness of Londonderry and the said re-settlement and as they may be further empowered by the terms of the said Act :

Now it is hereby agreed as follows:—

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1. The Company shall allot to the parties of the first part 4537 shares of £10 each considered as fully paid of which 317 shares represent the consideration for working stock and to the parties of the second part 4298 shares of £10 each considered as fully paid of which 183 shares represent the consideration for working stock and all or any of which shares to be allotted under this Agreement may be either ordinary or preference as may be agreed upon between the parties hereto And in consideration thereof the transferors shall transfer to the Company the harbour and docks undertaking and other the premises (exclusive of mines and minerals) and containing 88 acres 3 roods and 23 perches or thereabouts shown on the plan hereto annexed and which form part of the hereditaments comprised in the said lease together with the fixed and loose plant machinery rolling stock and effects of the transferors then belonging to or used in connexion with the said premises and the right to receive tolls dues rates and charges rents and moneys and all rights privileges powers and authorities of the transferors leviable receivable exerciseable or enjoyable by them subject to all leases tenancies and agreements affecting the same at the date of transfer and with and subject to all other easements advantages and rights legally annexed to or affecting the same at the date of transfer and to a rentcharge of £28 per annum payable to the Governors of Queen Anne's Bounty.

2. The Company shall take over and fulfil all obligations of the transferors in respect of the harbour and docks undertaking and other the provisions under any current agreements or contracts as existing at the date of transfer and shall indemnify the transferors against all the obligations so taken over.

3. The harbour and docks undertaking shall be transferred free from incumbrances except such leases tenancies agreements rentcharge and obligations as herein-before mentioned and the Company shall accept the title of the transferors without investigation.

In witness whereof the respective parties have hereunto affixed their hands the day and year first above written.

Witness to the signature of the Marquis  
of Londonderry

F. W. ATKEY

14 Austin Friars

London Solicitor

} LONDONDERRY.

Witness to the signature of the Marquis of  
Zetland

F. W. ATKEY

} ZETLAND.

Witness to the signature of Baron Farquhar

F. W. LAVENDER

Valet

7 Grosvenor Square London

} FARQUHAR.

Witness to the signature of Samuel James  
Ditchfield

R. W. COOPER

Solicitor

Newcastle-on-Tyne

} SAMUEL J. DITCHFIELD.

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## THE SECOND SCHEDULE.

## SHIP DUES.

## Inward Charges.

	Per ton register.
	s.    d.
A. For every vessel with a cargo from any port in the United Kingdom or in the Isle of Man or from any port or place between the River Elbe and Brest inclusive - - - - -	0    2
B. For every vessel with a cargo from any port or place in Europe between Ushant and the Naze of Norway except the ports in the Baltic Sea or any port or place between the River Elbe and Brest inclusive or from any port in the Islands of Guernsey and Jersey	0    7
C. For every vessel with a cargo from any port or place in the Baltic Sea or between Ushant and the Straits of Gibraltar or between the Naze and the North Cape - - - - -	0    9
D. For every vessel with a cargo from any port or place within the Straits of Gibraltar or to the east of the North Cape or in Madeira the Azores or North America (south of Davis Straits) - - - - -	0    9
E. For every vessel with a cargo from any port or place in Africa between the Straits of Gibraltar and the Cape of Good Hope or from the Canaries Cape de Verd Islands or Saint Helena - - - - -	1    3
F. For every vessel with a cargo from the West Indies the East Coast of South America Greenland or Davis' Straits - - - - -	1    3
G. For every vessel with a cargo from any port or place eastward of the Cape of Good Hope or westward of Cape Horn - - - - -	1    3
H. For every vessel entering the harbour in ballast for the sole and exclusive purpose of delivering and unloading ballast sand or gravel and remaining more than seventy-two hours and not exceeding fourteen days from entering the harbour - - - - -	0    1½
I. For every vessel entering or leaving the harbour (except as last aforesaid) without delivering or loading a cargo and not remaining longer than twenty-four hours - - - - -	0    2
If any vessel shall enter the harbour without a cargo and shall remain there longer than fourteen days then for every day or part of a day beyond such fourteen days the additional sum of - - - - -	0    2/7
If any vessel shall enter the harbour with cargo and shall remain there longer than thirty days then for every day or part of a day beyond such thirty days the additional sum of - - - - -	0    2/7
If any vessel in the Classes B. and C. shall enter the harbour from stress of weather or wind-bound without in either case breaking bulk then the charges in respect of such vessel shall be reduced 1½d. per ton register.	

## SHIP DUES.

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## Outward Charges.

Per ton  
register.  
s. d.

For every vessel clearing or leaving either with or without cargo on board for any port or place in the United Kingdom or Isle of Man or any port or place between the River Elbe and Brest inclusive the registered tonnage of which vessel does not exceed 200 tons	-	0	3½
And if the registered tonnage of such vessel exceeds 200 tons then	-	0	3¾
For every vessel clearing either with or without a cargo on board for any port in the White Sea or between the North Cape and Gibraltar (including the Baltic) and for the British Possessions in North America	- - - - -	0	5½
For any vessel clearing either with or without a cargo on board for any port within the Straits of Gibraltar or for any port in the United States of America and the West Indies	- - - - -	0	7½
For every vessel clearing either with or without a cargo on board for any port or place not above specified	- - - - -	0	9½
In the case of a vessel liable to pay both the inward and the outward charges the Company shall only demand and take one of these charges viz. the higher and a vessel taking bunker coal only shall be charged the rate of 3¾d. per register ton irrespective of her destination.			

## THE THIRD SCHEDULE.

## CARGO RATES.

		s.	d.
Aerated waters	- - - - per 3 dozen bottles hamper	0	1½
Ale beer porter or cider	- - - - per butt of 108 gallons	0	4
Ale beer porter or cider	- - - - per hogshead of 54 gallons	0	2
Ale beer porter or cider	- - - - per barrel of 36 gallons	0	1
Ale beer porter or cider	- - - - per kilderkin of 18 gallons	0	0½
Ale beer porter or cider	- - - - per 3 dozen quarts hamper	0	2
Alum	- - - - per ton	0	8
Ammoniacal liquor (gas water)	- - - - per ton	0	4
Anchors	- - - - per ton	0	9
Apples	- - - - per ton	0	8
Arrowroot	- - - - per cwt.	0	2
Arsenic	- - - - per ton	1	0
Ashes	- - - - per ton	0	8
Bacon	- - - - per ton	0	8
Barley	- - - - per ton	0	8
Bags (empty)	- - per package not exceeding 56 lbs. weight	0	1
Baskets (fancy)	- - per package not exceeding 56 lbs. weight	0	1

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			s.	d.
Baskets or hampers (empty)	- - - - -	per dozen	0	1
Beans	- - - - -	per ton	0	8
Bedsteads (see furniture)				
Beef	- - - - -	per ton	0	8
Beer (see ale)				
Bellows (large)	- - - - -	each	0	3
Bellows (small)	- - - - -	per package not exceeding in weight 1 cwt.	0	1
Biscuits	- - - - -	per ton	1	0
Biscuits (fancy)	- - - - -	per package not exceeding 1 cwt.	0	1
Blocks and dead eyes (ships')	- - - - -	per 100	0	6
Boats (ships')	- - - - -	each	1	0
Bolts (see spikes)				
Bones	- - - - -	per ton	0	6
Boots and shoes	- - - - -	per package not exceeding 3 cwt.	0	3
Bottles (empty)	- - - - -	per hamper not exceeding 168 lbs.	0	1
Bran	- - - - -	per ton	0	8
Brass or brass wire	- - - - -	per ton	1	6
Brass (old)	- - - - -	per ton	1	0
Bread	- - - - -	per ton	1	0
Bricks or tiles (common)	- - - - -	per 1000	1	0
Bricks (fire)	- - - - -	per 1000	1	6
Bricks or tiles (paving and malt kiln)	- - - - -	per 100	0	6
Bricks (scouring)	- - - - -	per 100	0	6
Brimstone	- - - - -	per ton	0	8
Brooms	- - - - -	per dozen	0	0½
Brushes	- - - - -	per dozen	0	2
Buckets (iron)	- - - - -	per dozen	0	2
Buckets (wooden)	- - - - -	per dozen	0	1
Butter	- - - - -	per firkin not exceeding 56 lbs. weight	0	0½
Cabbages (see vegetables)				
Candles	- - - - -	per cwt.	0	1
Canvas	- - - - -	per ton	1	0
Carriages (railway)	- - - - -	per ton	1	0
Carriages with 4 wheels	- - - - -	each	1	6
Carriages with 2 wheels	- - - - -	each	1	0
Carts	- - - - -	each	1	0
Casks (empty)	- - - - -	per ton	1	0
Cattle:				
Calves sheep lambs and pigs	- - - - -	each	0	1
Horses	- - - - -	each	1	0
Oxen and cows	- - - - -	each	0	6
Yearlings ponies under 13 hands high mules and asses	- - - - -	each	0	3
Cement or plaster of Paris	- - - - -	per barrel not exceeding 4 cwt.	0	1½
Cement or plaster of Paris	- - - - -	per half barrel not exceeding 2 cwt.	0	1
Cement or plaster of Paris	- - - - -	per ton	0	9
Chaff	- - - - -	per ton	0	8
Chains or chain cables	- - - - -	per ton	1	0



			s.	d.	A.D. 1898.
Chairs (see furniture)					
Charcoal	-	-	-	-	per ton 0 9
Cheese	-	-	-	-	per ton 0 8
China (see glass)					
Chrome ore	-	-	-	-	per ton 0 6
Cider (see ale)					
Cigars (see tobacco)					
Clay (china or pipe)	-	-	-	-	per ton 0 3
Clay (common)	-	-	-	-	per ton 0 1
Clay (fire)	-	-	-	-	per ton 0 2
Coal coke culm or stone coal	-	-	-	-	per ton 0 2
Cocoa	-	-	-	-	per ton 1 6
Coffee	-	-	-	-	per bag not exceeding 2 cwt. 0 1
Coffee	-	-	-	-	per ton 1 6
Confectionery	-	-	-	-	per cwt. 0 1
Copper	-	-	-	-	per ton 0 10
Copper (dross and slag)	-	-	-	-	per ton 0 2½
Copper (old and regulus)	-	-	-	-	per ton 0 6
Copper ore	-	-	-	-	per ton 0 8
Copperas	-	-	-	-	per ton 1 0
Copperas (rough)	-	-	-	-	per ton 0 4
Cordage	-	-	-	-	per ton 1 0
Cordwood	-	-	-	-	per ton 0 3
Cork fenders	-	-	-	-	each 0 1
Corks	-	-	-	-	per ton 1 8
Corkwood	-	-	-	-	per ton 1 0
Corn (Indian) or maize	-	-	-	-	per ton 0 8
Cotton	-	-	-	-	per bag not exceeding 2 cwt. 0 3
Cotton	-	-	-	-	per bale not exceeding 5 cwt. 0 6
Cotton seed	-	-	-	-	per ton 1 0
Cotton waste	-	-	-	-	per ton 1 0
Cranberries	-	-	-	-	per cask not exceeding 3 cwt. 0 6
Creosote	-	-	-	-	per ton 0 8
Currants	-	-	-	-	per ton 0 10
Dead eyes (see blocks)					
Deals and deal ends	-	-	-	-	per load of 50 cubic feet 0 8
Dogs	-	-	-	-	each 0 1
Drapery	-	-	-	-	per cwt. 0 1
Drugs	-	-	-	-	per hamper not exceeding 112 lbs. in weight 0 1
Dunnage wood	-	-	-	-	per ton 0 4
Earthenware	-	-	-	-	per ton 1 6
Eggs	-	-	-	-	per crate not exceeding 2 cwt. 0 2
Engines (locomotive)	-	-	-	-	each 20 0
Engines (other)	-	-	-	-	per ton 1 0
Esparto (see fibre)					
Fat	-	-	-	-	per ton 0 8
Farina	-	-	-	-	per ton 1 8

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		s.	d.
Feathers	- - - - - per cwt.	0	3
Felt	- - - - - per ton	0	8
Fencing (wood)	- - - - - per ton	0	3
Fibre (esparto diss or crinn)	- - - - - per ton	0	6
Fish	- - - - - per ton	0	8
Fish	- - - - - per barrel not exceeding 2 cwt.	0	1
Firearms (see muskets)			
Fireclay (see clay)			
Figs	- - - - - per ton	0	10
Flax	- - - - - per ton	1	0
Flour or meal	- - - - - per ton	0	8
Flag stones	- - - - - per ton	0	4
Fowls	- - - - - per crate not exceeding 2 cwt.	0	1
Fruit (dried)	- - - - - per ton	0	10
Freestone	- - - - - per ton	0	6
Furniture	- - - - - per ton	1	8
Fuel (patent)	- - - - - per ton	0	2
Galvanised iron	- - - - - per ton	0	9
Glass or china	- - - - - per ton	0	4½
Glass (plate)	- - - - - per ton	0	4½
Glass (window)	- - - - - per ton	0	4½
Glue	- - - - - per ton	1	8
Grates or stoves (see ironmongery)			
Granite (broken or small)	- - - - - per ton	0	2
Granite stone blocks	- - - - - per ton	0	4
Gravel	- - - - - per ton	0	2
Greaves	- - - - - per ton	0	4
Grease	- - - - - per ton	0	6
Grindstones or millstones	- - - - - per foot diameter	0	1
Guano	- - - - - per ton	0	9
Guns (brass or bronze)	- - - - - per ton	1	6
Guns (cast or wrought iron)	- - - - - per ton	0	9
Guns (steel)	- - - - - per ton	1	0
Gypsum stone	- - - - - per ton	0	3
Hair	- - - - - per ton	1	0
Hampers (see baskets)			
Handspikes	- - - - - per dozen	0	1
Hardware (see ironmongery)			
Harrows	- - - - - each	0	6
Hats	- - - - - per package not exceeding in weight 1 cwt.	0	1
Hay	- - - - - per ton	0	4
Hemp	- - - - - per ton	1	0
Herrings (see fish)			
Hides	- - - - - per ton	1	6
Hoops (wood)	- - - - - per bundle not exceeding 2 cwt.	0	1
Hops	- - - - - per cwt.	0	2
Horns or hoofs	- - - - - per ton	1	6

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Horses (see cattle)			
Hosiery (see drapery)			
Ice - - - - -	per ton	0 3	
Indigo - - - - -	per cwt.	0 9	
Iron viz. :—			
Bar and bolt - - - - -	per ton	0 3	
Puddled bars - - - - -	per ton	0 2	
Hoop - - - - -	per ton	0 4½	
Rails plates sheets and angles - - - - -	per ton	0 3	
Pig and scrap - - - - -	per ton	0 2	
Castings - - - - -	per ton	0 3	
Nails spikes rivets nuts and screws - - - - -	per ton	0 6	
Chains and anchors - - - - -	per ton	0 6	
Spades and shovels - - - - -	per cwt.	0 0½	
Forgings - - - - -	per ton	0 4	
Slag or mill cinder - - - - -	per ton	0 0½	
Steel (bar or ingot) - - - - -	per cwt.	0 0½	
Steel tyres - - - - -	per cwt.	0 0½	
Steel rails sheets and plates - - - - -	per ton	0 4	
Steel springs - - - - -	per ton	0 6	
Iron machinery - - - - -	per ton	1 0	
Ironmongery - - - - -	per cwt.	0 1	
Ironmongery - - - - -	per ton	1 0	
Juice (lime) (see wine)			
Junk - - - - -	per ton	0 8	
Jute - - - - -	per ton	1 0	
Kernels (palm or ground nut) - - - - -	per ton	1 0	
Knives (see ironmongery)			
Lard - - - - -	per ton	1 0	
Lathwood - - - - -	per fathom of 144 feet of 4 feet wood	0 4	
Laths - - - - -	per ton	0 8	
Lead (pig sheet or shot) - - - - -	per ton	1 0	
Lead (white or red) - - - - -	per ton	1 0	
Lead ore - - - - -	per ton	0 6	
Leather - - - - -	per ton	1 8	
Lemons (see oranges)			
Lime - - - - -	per ton	0 1½	
Lime (superphosphate of) - - - - -	per ton	0 6	
Limestone - - - - -	per ton	0 2	
Litharge - - - - -	per ton	1 0	
Linseed - - - - -	per ton	0 8	
Linen (see drapery)			
Loam - - - - -	per ton	0 3	
Logwood - - - - -	per ton	1 6	
Machines (threshing) - - - - -	each	2 6	
Machines (other) - - - - -	per ton	1 8	
Macaroni - - - - -	per ton	1 8	

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		s.	d.
Malt	- - - - - per quarter	0	2
Manure (common)	- - - - - per ton	0	1
Manure (patent)	- - - - - per ton	0	6
Marble	- - - - - per ton	0	8
Mast yard or bowsprit spurs—			
6 inches and under 8 inches diameter	- - - - - each	0	3
8 inches and under 12 inches diameter	- - - - - each	0	6
12 inches diameter and upwards	- - - - - each	1	0
Maize	- - - - - per ton	0	8
Matches	- - - - - per package not exceeding 3 cwt.	0	3
Mats (bass)	- - - - - per gross	0	3
Mats (door)	- - - - - per package not exceeding 6 cwt.	0	6
Matting	- - - - - per package not exceeding 4 cwt.	0	4
Manganese	- - - - - per ton	1	0
Millstones (see grindstones)			
Mineral waters	- - - - - per hamper of 3 dozen bottles	0	1½
Millpuff (see wool)			
Molasses	- - - - - per ton	0	8
Moss (Irish or Iceland)	- - - - - per cwt.	0	2
Muntz's metal	- - - - - per ton	0	8
Mustard	- - - - - per ton	1	6
Musical instruments	- - - - - per cwt.	0	1½
Muskets rifles or pistols	- - - - - per cwt.	0	1
Nails (copper or brass)	- - - - - per ton	1	8
Nails (iron)	- - - - - per ton	1	0
Nickel ore	- - - - - per ton	1	0
Nuts	- - - - - per ton	0	10
Oakum	- - - - - per ton	0	8
Oak bark	- - - - - per ton	1	0
Oats or oatmeal	- - - - - per ton	0	8
Oil	- - - - - per ton	1	0
Oil cake	- - - - - per ton	0	8
Onions	- - - - - per ton	0	8
Oranges and lemons per box exceeding 112 lbs. but not exceeding 224 lbs. in weight			
	- - - - -	0	1
Oranges and lemons per box not exceeding 112 lbs. in weight per box			
	- - - - -	0	0½
Ore viz. :—			
Burnt sulphur	- - - - - per ton	0	1½
Copper (over 5 per cent. copper)	- - - - - per ton	0	6
Chrome	- - - - - per ton	0	3
Lead	- - - - - per ton	0	3
Iron	- - - - - per ton	0	1½
Manganese	- - - - - per ton	0	3
Purple	- - - - - per ton	0	1
Sulphur	- - - - - per ton	0	1½
Zinc	- - - - - per ton	0	3
Antimony	- - - - - per ton	0	3

		s.	d.	A. D. 1898.
Palm leaves	- - - - - per ton	0	6	—
Paper	- - - - - per cwt.	0	1	
Palings	- - - - - per load of 50 cubic feet	0	4	
Paints and painters' materials	- - - - - per ton	1	0	
Paving stones or sets	- - - - - per ton	0	4	
Patent fuel	- - - - - per ton	0	3	
Peas	- - - - - per ton	0	8	
Pepper	- - - - - per ton	1	6	
Petroleum	- - - - - per barrel not exceeding 36 gallons	0	1	
Pears	- - - - - per ton	0	8	
Phosphate stone	- - - - - per ton	0	3	
Phosphates	- - - - - per ton	1	6	
Pipes (drainage to 12 inches in diameter)	- - - - - per ton	1	0	
Pipes (12 inches in diameter and upwards)	- - - - - per ton	2	6	
Pipes (tobacco)	- - - - - per cwt.	0	1	
Pipes (wrought iron)	- - - - - per ton	0	9	
Pipes (cast iron)	- - - - - per ton	0	9	
Pitwood poles or fencing	- - - - - per ton	0	3	
Pitch (gas or coal)	- - - - - per ton	0	3	
Pitch	- - - - - per ton	0	8	
Piassava	- - - - - per ton	1	0	
Ploughs	- - - - - each	0	6	
Plaster of Paris (see cement)				
Plants or trees	- - - - - per package not exceeding 3 cwt.	0	3	
Porter (see ale)				
Potatoes	- - - - - per ton	0	3	
Pork	- - - - - per ton	0	8	
Provisions	- - - - - per ton	0	8	
Provisions (preserved)	- - - - - per cwt.	0	1	
Provisions	- - - - - per bale or barrel not exceeding 3 cwt.	0	2	
Putty	- - - - - per ton	0	8	
Pyrites	- - - - - per ton	0	4	
Raisins	- - - - - per ton	0	10	
Rabbits	- - - - - per score	0	1	
Rags	- - - - - per ton	0	8	
Rape seed	- - - - - per ton	0	8	
Resin	- - - - - per ton	0	8	
Rice	- - - - - per ton	0	9	
Rigging	- - - - - per ton	1	0	
Rigging (old)	- - - - - per ton	0	9	
Rivets (iron)	- - - - - per ton	1	0	
Rifles (see muskets)				
Roman earth (see cement)				
Rope	- - - - - per ton	1	0	
Rope (old)	- - - - - per ton	0	8	
Rum (see wines and spirits)				
Salt (white)	- - - - - per ton	0	6	

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						s.	d.
Salt (rock)	-	-	-	-	-	per ton	0 3
Saltpetre	-	-	-	-	-	per ton	1 0
Saltpetre (refined)	-	-	-	-	-	per cwt.	0 1
Sand	-	-	-	-	-	per ton	0 1
Sago	-	-	-	-	-	per ton	0 9
Seeds (grass or flowers)	-	-	-	-	-	per sack not exceeding 280 lbs.	0 2
Semolina	-	-	-	-	-	per ton	1 8
Shoes	-	-	-	-	-	per cwt.	0 1
Shumac	-	-	-	-	-	per bag not exceeding 2 cwt.	0 2
Sheep pelts	-	-	-	-	-	per ton	1 6
Silk cocoons	-	-	-	-	-	per 100 lbs.	0 3
Skins (seal)	-	-	-	-	-	per ton	2 6
Slates	-	-	-	-	-	per ton	0 6
Sleepers	-	-	-	-	-	per load of 50 cubic feet	0 8
Soap	-	-	-	-	-	per box not exceeding 1 cwt.	0 1
Seda	-	-	-	-	-	per ton	0 8
Soot	-	-	-	-	-	per ton	0 6
Spades and shovels	-	-	-	-	-	per bundle not exceeding 2 cwt.	0 1
Spices	-	-	-	-	-	per cwt.	0 9
Spirits (see wines)							
Spikes bolts or rivets (iron)	-	-	-	-	-	per ton	1 0
Starch	-	-	-	-	-	per chest not exceeding 2 cwt.	0 2
Starch	-	-	-	-	-	per box not exceeding 1 cwt.	0 1
Staves	-	-	-	-	-	per load of 50 cubic feet	0 8
Steel	-	-	-	-	-	per ton	1 0
Stone (bath or block)	-	-	-	-	-	per ton	0 6
Stone (paving)	-	-	-	-	-	per ton	0 4
Stone (broken)	-	-	-	-	-	per ton	0 2
Stone (rough building)	-	-	-	-	-	per ton	0 3
Straw	-	-	-	-	-	per ton	0 6
Stationery	-	-	-	-	-	per package not exceeding 2 cwt.	0 2
Stationery	-	-	-	-	-	per ton	1 8
Sugar	-	-	-	-	-	per ton	0 8
Sulphur	-	-	-	-	-	per ton	0 8
Swords	-	-	-	-	-	per package not exceeding 4 cwt.	0 4
Tallow	-	-	-	-	-	per ton	1 0
Tar or turpentine	-	-	-	-	-	per ton	0 8
Tar (coal or gas)	-	-	-	-	-	per ton	0 4
Tapioca	-	-	-	-	-	per ton	1 8
Tea	-	-	-	-	-	per 130 lbs. chest	0 3
Tea	-	-	-	-	-	per 80 lbs. chest	0 2
Tea	-	-	-	-	-	per 40 lbs. chest	0 1
Tiles (see bricks)							
Tin	-	-	-	-	-	per ton	1 0
Tin (Barilla)	-	-	-	-	-	per ton	0 8
Tin plates	-	-	-	-	-	per ton	0 9
Tobacco (unmanufactured)	-	-	-	-	-	per ton	1 0

		s.	d.	A.D. 1898.
Tobacco and cigars	- - - - - per cwt.	0	2	—
Toys	- - - - - per package	0	4	
Trenails	- - - - - per ton	0	8	
Turnips (see vegetables)				
Vegetables	- - - - - per package not exceeding 2 cwt.	0	1	
Vegetables (preserved in tins)	- - - - - per package not exceeding 2 cwt.	0	1	
Vegetables (compressed)	- - - - - per 100	2	0	
Vermicelli	- - - - - per ton	1	8	
Vinegar	- - - - - per pipe of 120 gallons	0	4	
Vinegar	- - - - - per hogshead of 63 gallons	0	2	
Vinegar	- - - - - per barrel of 30 gallons	0	1	
Vitriol	- - - - - per cwt.	0	1	
Waste cotton	- - - - - per ton	1	0	
Waggons	- - - - - each	1	6	
Waggons (railway)	- - - - - per ton	0	9	
Waggons (ballast)	- - - - - per ton	0	8	
Wheat	- - - - - per ton	0	8	
Whiting	- - - - - per ton	0	6	
Whalebone	- - - - - per ton	2	6	
Wheelbarrows	- - - - - each	0	2	
Wheels (iron)	- - - - - per ton	0	9	
Wire (iron)	- - - - - per ton	0	6	
Witheys	- - - - - per ton	0	8	
Wines and spirits	- - - - - per pipe of 120 gallons	1	0	
Wines and spirits	- - - - - per puncheon of 90 gallons	0	9	
Wines and spirits	- - - - - per hogshead of 63 gallons	0	6	
Wines and spirits	- - - - - per quarter-pipe of 30 gallons	0	3	
Wines and spirits	- per case or hamper containing 3 dozen bottles	0	2	
Wool (millpuff or yarn)	- - - - - per ton	1	0	
Wool (millpuff or yarn)	- - - - - per pack not exceeding 2 cwt.	0	2	
Wood viz. :—				
Pit props	- - - - - per load	0	2	
Deals battens boards and planks	- - - - - per load	0	3	
Staves and crate-wood laths and lath-wood	- - - - - per load	0	2½	
Masts oars rickers spars and poles	- - - - - per load	0	3	
Ash beech birch elm oak fir pine and wainscot	- - - - - per load	0	3	
Sleepers	- - - - - per load	0	2½	
Teak and greenheart	- - - - - per load	0	4	
Treenails	- - - - - per 1000	0	4	
Cedar ebony lignum vitæ log mahogany maple rose sandal satin walnut and fine furniture woods	- - - - - per ton	0	6	
Yarn (see wool)				
Yellow metal	- - - - - per ton	0	8	
Zinc	- - - - - per ton	0	8	
Zinc nails	- - - - - per ton	1	8	

The term "package" when used in this schedule includes any crate sack hamper bundle or other article or means wherein or whereby the commodity charged is conveyed.

A.D. 1898. Where the Company are authorised under this schedule to charge per weight of fifty-six pounds then for every fraction of fifty-six pounds over and above the first fifty-six pounds which the article may weigh they may charge as for fifty-six pounds and so proportionately in the case of every other weight or measure by which under this schedule they are authorised to charge.

Where the Company are authorised under this schedule to charge per hundredweight or per ton then for the fraction of a hundredweight or the fraction of a ton they may charge as for a hundredweight or a ton as the case may be and so in respect of any other weight or measure by which they are authorised to charge.

For all goods not specified in this schedule sums equal to the rates payable in respect of goods specified therein which are as nearly as may be of like nature package and quantity.

### THE FOURTH SCHEDULE.

#### RATES FOR THE DISCHARGE REMOVAL AND DEPOSIT OF BALLAST.

Register tonnage of vessels from which the ballast is discharged.	Rates per ton on the quantity of Ballast.	
	<i>s.</i>	<i>d.</i>
Under five hundred tons	- 1	0
Five hundred tons and upwards	- 1	3

#### Additional Rates.

For the use of barges if required fourpence per ton on the quantity discharged For discharging ballast by night threepence per ton on the quantity so discharged For trimming ballast to within fifteen feet of any hatchway from which the ballast is to be discharged twopence per ton or the captain may employ his crew for that purpose For discharging clay and rubbish an additional sum of threepence for every ton so discharged For shipping ballast from the harbour quays one shilling and sixpence per ton.

#### RATES FOR THE USE OF CRANES.

##### For Cranes lifting up to Six Tons.

	For the first lift.		For each succeeding lift.	
	<i>s.</i>	<i>d.</i>	<i>s.</i>	<i>d.</i>
Under one ton	- 2	6	0	4
One ton and under two tons	- 3	0	0	6
Two tons and under three tons	- 3	6	0	8
Three tons and under four tons	- 4	0	0	10
Four tons and under five tons	- 4	6	1	0
Five tons and under six tons	- 5	0	1	2

##### For Cranes lifting up to Ten Tons.

Under six tons	- 5	0	2	6
Six tons and under seven tons	- 10	0	5	0
Seven tons and under ten tons	- 20	0	10	0



## For Cranes lifting Ten Tons and upwards.

A.D. 1898.

	For each lift.		
	£	s.	d.
Ten tons and under fifteen tons	-	1	10 0
Fifteen tons and under twenty tons	-	2	10 0
Twenty tons and under twenty-five tons	-	5	0 0
Twenty-five tons and under thirty tons	-	10	0 0
Thirty tons and under thirty-five tons	-	12	10 0
Thirty-five tons and under forty tons	-	15	0 0
Forty tons and under forty-five tons	-	17	10 0
Forty-five tons and under fifty tons	-	20	0 0
Fifty tons and upwards any sum the Company think fit to demand.			

The labour to be done by the parties requiring the use of the cranes.

In addition to the above rates for cranes sixpence per hour to be paid for wages to craneman attending while the crane is in use.

## For Steam and other power Cranes lifting up to Six Tons.

	For the first lift.		For each succeeding lift.	
	s.	d.	s.	d.
Under one ton	-	3	0	0 6
One ton and under two tons	-	3	6	0 8
Two tons and under three tons	-	4	0	0 10
Three tons and under four tons	-	4	6	1 0
Four tons and under five tons	-	5	0	1 2
Five tons and under six tons	-	5	6	1 4

## RATES FOR THE USE OF SHEARLEGS.

For getting out landing lifting or shipping boilers or heavy machinery engines &c.

	For each lift.		
	£	s.	d.
Under five tons weight	-	0	10 0
Five tons and under ten tons	-	1	0 0
Ten tons and under fifteen tons	-	1	10 0
Fifteen tons and under twenty tons	-	2	10 0
Twenty tons and under twenty-five tons	-	5	0 0
Twenty-five tons and under thirty tons	-	10	0 0
Thirty tons and under thirty-five tons	-	12	10 0
Thirty-five tons and under forty tons	-	15	0 0
Forty tons and under forty-five tons	-	17	10 0
Forty-five tons and under fifty tons	-	20	0 0
Fifty tons and upwards any sum the Company think fit to demand.			

A.D. 1898.

For masting or dismasting Vessels and for Bowsprits.

	For each lift.		
	£	s.	d.
For vessels under three hundred tons register - - -	1	0	0
For vessels of three hundred tons register and under five hundred tons - - - - -	1	10	0
For vessels of five hundred tons register and under one thousand tons - - - - -	2	0	0
For vessels of one thousand tons register and under one thousand five hundred tons - - - - -	3	0	0
For vessels of one thousand five hundred tons register and upwards	4	0	0

For putting on and taking off tops.

For vessels under three hundred tons register - - -	0	5	0
For vessels of three hundred tons register and under five hundred tons - - - - -	0	7	6
For vessels of five hundred tons register and under one thousand tons - - - - -	0	10	0
For vessels of one thousand tons register and under one thousand five hundred tons - - - - -	0	12	6
For vessels of one thousand five hundred tons register and upwards	0	15	0

The Company to provide men to work the shearlegs but not the slings nor are they to undertake the slinging-in masting or dismasting nor to be responsible for accidents occurring during the use of the shearlegs.

Masts after being landed to be placed so as not to interfere with the working of the shearlegs and to be removed from the dock quay within twenty-four hours after being landed.

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