ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. lxxviii.

An Act to enable the Lord Mayor, Aldermen, and Burgesses of *Dublin* to abandon a Portion of the Works authorized by "The *Dublin* Corporation Waterworks Act, 1861," and to construct and maintain other Works; and for other Purposes.

[22d *June* 1863.]

WHEREAS by "The *Dublin* Corporation Waterworks Act, 1861," the Lord Mayor, Aldermen, and Burgesses of *Dublin* (herein-after referred to as "the Corporation") were authorized to construct additional Waterworks for the Purpose of providing an improved Supply of Water from the *Vartry River* to the Inhabitants of the Borough of *Dublin* and its Vicinity, and to the several Towns and Places mentioned in the said Act: And whereas it has become expedient that the Corporation should be enabled to abandon a Portion of the Works authorized by the said Act, and instead thereof to construct the Works herein-after described: And whereas it is intended to carry a Portion of the new Main Pipe or Aqueduct herein-after described within and along the Boundary Fence of the *Dublin, Wicklow, and Wexford* Railway, on Land belonging to the *Dublin, Wicklow, and Wexford* Railway Company, and in reference to that Object the Agreement, of which a Copy is given in the Schedule to this Act annexed, has been 24 & 25 Vict. c. clxxii.

made between the Company and the Corporation: And whereas the new Service Reservoir herein-after described will be situated on certain Lands belonging to *Joseph Wilson* Esquire, between whom and the Corporation an Agreement has been made, of which a Copy is given in the Schedule (B.) to this Act annexed, and it is expedient that those Agreements should respectively be confirmed and carried into effect: And whereas Two Agreements, dated respectively the Seventeenth Day of *February* One thousand eight hundred and six, were made and entered into, one between the Company of Undertakers of the *Grand* Canal (herein-after called the *Grand* Canal Company) of the one Part, and the Corporation of the other Part, and the other between the *Royal* Canal Company of the one Part, and the Corporation of the other Part, whereby the Proprietors of those Canals contracted to supply from their respective Canals certain Quantities of Water for the Use of the Inhabitants of the City of *Dublin*, and for other Purposes in the said Agreements mentioned, for the Term of Sixty Years from and after the Twenty-fourth Day of *June* One thousand eight hundred and five as regards the *Grand* Canal, and from and after the Twenty-fourth Day of *June* One thousand eight hundred and eight as regards the *Royal* Canal, in consideration of the Payment to them respectively of certain Proportions of the gross Produce of the Income or Revenue from Time to Time to accrue or arise to the Corporation from the Sale or other Disposal of Water: And whereas by the recited Act the Corporation are authorized and required in the Month of *December* in every Year to estimate and ascertain, as nearly as may be, the Amount of the Sums of Money which they will be liable to pay in respect of any of the Purposes of that Act or of the Acts therein recited during the Year next ensuing, and to certify such Estimate, and thereafter transmit the same to the Collector General of Rates, whom the Corporation are required to order and direct to applot and levy the several Rates authorized by the recited Act to such aggregate Amount as will produce, after making due Allowance for probable Losses, Defaults, and Expenses, as near as may be, the Sum mentioned in such certified Estimate: And whereas the Rates so authorized and required to be applotted and levied as aforesaid are applicable not only to the Sale and Disposal of Water, but also to the Payment of the Expense of the recited Act and of the Waterworks thereby authorized, and it is desirable to define the Proportion of those Rates payable to the Proprietors of the Canals under the recited Agreements: And whereas the Purposes aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

This Act and 24 & 25 Vict. c. clxxii.

1. All the Provisions, Matter, and Things contained in "The *Dublin* Corporation Waterworks Act, 1861," and in the Acts wholly or partially incorporated

incorporated therewith, shall, where the same may respectively be applicable to the Objects and Purposes of this Act, and are not inconsistent with the Provisions hereof, be incorporated with and apply and extend to this Act, and to the Objects and Purposes hereby authorized and required to be effected and done, as fully and effectually as if the same Provisions, Matters, and Things were repeated and re-enacted in this Act in reference to such Objects and Purposes, and the said Acts and this Act shall accordingly be read and construed together and form One Act; and the several Words and Expressions in the said Acts to which Meanings are thereby assigned shall have in this Act the same respective Meanings, unless such Meanings shall be excluded by the Subject or Context.

and Acts incorporated therewith, to form One Act.

2. This Act may be cited for any Purpose as "The *Dublin* Corporation Waterworks Amendment Act, 1863."

Short Title.

3. Whereas Plans and Sections showing the Situation, Line, and Levels of the Works proposed to be executed under the Authority of this Act, and the Lands through or upon which the same are to be made, with a Book of Reference to such Plans, have been deposited with the Clerk of the Peace for the County of *Dublin*: Therefore, with the Powers, but subject to the Restrictions of this Act and of the Acts referred to in the First Section of this Act, and incorporated with this Act, the Corporation may make and maintain the Works herein-after described in the Line or Situation and upon the Lands delineated on the said Plans, and described in the said Book of Reference, and according to the Levels defined on the said Sections, and may purchase, enter upon, take, and use such of the said Lands as shall be necessary for that Purpose, or any Easement, Privilege, Power, or Authority in or over the same, and may by and in such Works collect and impound such of the Streams and Waters delineated on the said Plans as they may think necessary: Provided always, that nothing herein contained shall authorize or empower the Corporation to purchase, enter upon, take, or use any of the Lands or Premises of the *Dublin, Wicklow, and Wexford* Railway Company, or any Easement, Privilege, Power, or Authority in or over the same, otherwise than under the Provisions and subject to the Restrictions, contained in the Agreement, a Copy of which is given in the Schedule (A.) hereunto annexed, without the Consent and Authority of the said Company.

Power to construct Works according to deposited Plans.

4. The Works by this Act authorized comprise the following; (that is to say,)

Description of Works.

A new Service Reservoir, with all Sluices, Outlets, Drains, Approaches, and Works necessary in connexion therewith, upon certain Lands in the Townland of *Tipperstown* in the Parish of *Kill* in the County of *Dublin*, situate immediately to the Westward of the public Road leading from *Stillorgan* to *Kilgobbin*, *Stepaside*, *&c.*, and to the Northward

Northward of the *Dublin, Wicklow, and Wexford* Railway, which Lands are now in the Occupation of *Joseph Wilson* Esq. and the Corporation of *Dublin*:

A new or deviated Main Pipe or Aqueduct, commencing at a Point in the Field distinguished by the Number Three, in the Townland of *Carrickmines Great* in the Parish of *Tully* in the County of *Dublin*, on the Plan of the *Dublin* Corporation Waterworks deposited with the Clerk of the Peace of the said County in the Month of *November* One thousand eight hundred and sixty, and terminating at the new Service Reservoir before described, at a Point thereon in the said Townland of *Tipperstown* about Five hundred and thirty Yards North-westward of the *Stillorgan* Station of the *Dublin, Wicklow, and Wexford* Railway.

New Works to form Part of Undertaking authorized by recited Act.

5. The Reservoir and Main Pipe or Aqueduct by this Act authorized, and the Approaches, Lands, Works, and Conveniences connected therewith respectively, shall be and be deemed to be for all Purposes whatsoever Part of the Undertaking authorized by "The *Dublin* Corporation Waterworks Act, 1861," in the same Manner as if they had originally formed Part of that Undertaking; and the Corporation may from Time to Time apply towards the Purposes of this Act any Sums of Money which they have raised or may raise under the Provisions of "The *Dublin* Corporation Waterworks Act, 1861."

Confirmation of scheduled Agreements.

6. Subject to the Provisions of this Act, the Agreements, of which Copies are given in the Schedules (A.) and (B.) to this Act annexed, are by this Act respectively confirmed, and may and shall be carried into effect.

Powers for compulsory Purchases limited.

7. The Powers of the Corporation for the compulsory Purchase of Lands and Streams for the Purposes of this Act, or for the compulsory Acquisition of any Right or Interest therein, shall not be exercised after the Twenty-second Day of *July* One thousand eight hundred and sixty-five.

Period for Completion of new Works.

8. The Works by this Act authorized shall be completed on and prior to the Twenty-second Day of *July* One thousand eight hundred and sixty-eight, and on and after that Date the Powers granted to the Corporation for executing the same or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as shall previously have been completed: Provided always, that nothing herein contained shall prevent the Corporation from executing Works for the Distribution of Water, and extending their Mains and Pipes for the Supply of Water, from Time to Time as Occasion shall require.

Works to be abandoned.

9. The Corporation shall abandon the Formation of the Service Reservoir which they were by the recited Act authorized to construct partly

partly in the Townland of *Galloping Green, South*, and partly in the Townland of *Tipperstown* in the Parish of *Kill* in the County of *Dublin*; and they shall also abandon the Formation of so much of the Main Pipe or Aqueduct authorized by that Act to extend from the Storage Reservoir on the *Vartry River* to the Service Reservoir by this Act directed to be abandoned, as was proposed to be situated between the before-mentioned Field, distinguished by the Number Three, in the said Townland of *Carrickmines Great* and the last-mentioned Service Reservoir.

Compensation to be made where Contracts entered into or Notices given.

10. In every Case in which before the passing of this Act any Contract has been entered into or Notice given by the Corporation for purchasing, taking, or using any Lands which the Corporation were by the recited Act empowered to purchase, take, or use for the Purpose of constructing the Works so authorized to be abandoned as aforesaid, the Corporation shall make to the Owners or Occupiers of or other Persons interested in such Lands full Compensation for all Injury or Damage sustained by such Owners or Occupiers or other Persons by reason of such Purchase not being completed pursuant to such Contract or Notice; and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Railways Act (*Ireland*), 1851," for determining the Amount and Application of the Compensation to be paid for Lands to be taken under the Provisions thereof: Provided always, that nothing herein contained shall prejudice or affect the Right of the Owner or Occupier of any Lands which the Corporation were so empowered to purchase as aforesaid to recover from the Corporation Compensation for any Damage which may have been occasioned by the Entry of the Corporation upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain the Nature of the Soil, or of setting out the Line of the Work, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained, or of keeping the Land under compulsory Power of Sale since the passing of "The *Dublin* Corporation Waterworks Act, 1861;" and no Purchase Money or Compensation (save as in this Section provided) shall be paid or payable by the Corporation to any Person or Persons for or in respect of any Lands, Streams, or Waters, or any Part thereof, or any Easement, Privilege, Power, or Authority in or over the same, which the Corporation were so empowered to purchase, take, enter upon, or use for the Purpose of constructing the Works so authorized to be abandoned.

As to Payments for Supply of Water from the Grand Canal and Royal Canal respectively.

11. From and after the passing of this Act the Sums to be paid to the *Grand* Canal Company and to the *Midland Great Western* Railway of *Ireland* Company, in right of the *Royal* Canal Company, under the recited Agreements between the said Canal Companies respectively and the Corporation, bearing Date respectively the Seventeenth Day of *February* One thousand eight hundred and six, shall be as follows; (that is

is to say,) to the *Grand* Canal Company the Sum of Two thousand two hundred and forty-eight Pounds Ten Shillings for and in respect of the Water Supply up to and ending on the Twenty-fourth Day of *June* One thousand eight hundred and sixty-two, and from such last-mentioned Day the Sum of Two thousand four hundred and fifty Pounds annually up to the Expiration or Determination of the aforesaid Agreement between the *Grand* Canal Company and the Corporation; and in case the said Corporation should require the *Grand* Canal Company to continue such Supply from and after the Expiration or Determination of such Agreement as aforesaid, which the Corporation are hereby empowered to do on giving to the *Grand* Canal Company Three Months previous Notice in Writing under the Hand of the Town Clerk to that Effect, then and in such Case the *Grand* Canal Company shall furnish such Supply for any Period of Time it may be so required, at and after the same Rate of Payment, namely, Two thousand four hundred and fifty Pounds *per Annum*, and so in proportion for any Part of a Year: And as respects the *Royal* Canal Company, there shall be paid to the *Midland Great Western* Railway of *Ireland* Company (in whom the *Royal* Canal is now vested) the Sum of One thousand two hundred and twenty-eight Pounds for and in respect of the Water Supply up to and ending on the Twenty-fourth Day of *June* One thousand eight hundred and sixty-two; and from such last-mentioned Time the further Sum of One thousand three hundred and fifty Pounds annually up to the Expiration or Determination of the aforesaid Agreement between the *Royal* Canal Company and the Corporation; and in case the said Corporation shall require the said Railway Company to continue such Supply from the *Royal* Canal from and after the Expiration or Determination of such last-mentioned Agreement as aforesaid, which the Corporation are hereby empowered to do on giving to the said Railway Company Three Months previous Notice in Writing under the Hand of the Town Clerk to that Effect, then and in such Case the said Railway Company shall furnish such Supply for any Period of Time it may be so required, at and after the same Rate of Payment, namely, One thousand three hundred and fifty Pounds *per Annum*, and so in proportion for any Part of a Year; and the said Corporation and the said Canal Companies, or the said Railway Company, as the Case may be, shall respectively have all such and the same Rights and Remedies as if such continued Water Supply had been furnished and the aforesaid Rates of Payment in respect thereof had been ascertained under or in pursuance of the said recited Agreements respectively.

Expenses of Act.

12. The Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Corporation out of the Monies raised under the Provisions of the recited Act.

SCHE-

SCHEDULE (A.) referred to in the foregoing Act.

ARTICLES of Agreement made and entered into the Fourth Day of December One thousand eight hundred and sixty-two between the Dublin, Wicklow, and Wexford Railway Company, herein-after called the Company, of the one Part, and the Right Honourable the Lord Mayor, Aldermen, and Burgesses of Dublin, herein-after called the Corporation, of the other Part. Whereas the said Corporation are, under and by virtue of the Powers and Provisions of "The Dublin Corporation Waterworks Act, 1861," about to erect and establish certain Works for the Purposes of conveying Water to the City of Dublin, and are desirous for the Purposes of said Undertaking to lay the Main Pipes for the Conveyance of said Water in and along the Boundary Fence of the said Railway from the Stream about a Quarter of a Mile South-east of Carrickmines Station to the Bye-road situate at or about One Sixth of a Mile to the North-west of Stillorgan Station, being a Distance of about Two Miles and a Half, and the said Corporation have proposed to the said Company to grant them, the said Corporation, the Right or Licence in perpetuity for said Purpose on Payment of the annual Sum of One hundred Pounds, which the said Company have agreed to do upon the Terms and Conditions, and subject to the Provisoes or Agreements for Purchase, as herein-after mentioned. Now these Presents witness that it is hereby agreed by and between the Parties hereto,—

First. That the said Company shall grant unto the said Corporation the perpetual Right or Licence to lay the Pipes necessary for the Conveyance of the Water for the Supply of the City of Dublin in and along the Boundary Fence of the said Line, commencing at the Stream about One Quarter of a Mile to the South-east of the Carrickmines Station on the said Line at the Point marked A. on the Map or Plan hereunto annexed, and ending at the Bye-road about One Sixth of a Mile to the North-west of the Stillorgan Station on said Line at a Point marked B. on said Map, which said Pipes are intended to be laid in the Direction indicated on the said Maps, and for the Purpose of laying down such Pipes to enter on the Line of Railway between the said Points A. and B. with Engineer's Workmen and other Persons to remove and carry away the Earth, Stones, &c., to be displaced by said Pipes, and from Time to Time and at all reasonable Times, with Engineer's Workmen and other Persons, to enter in and upon the said Railway between said Points A. and B., and inspect the Condition of and amend, repair, and cleanse the said Pipes, and from Time to Time for the Purposes aforesaid, or any of them, to bring and place upon said Railway between said Points such Materials, Machinery, and other Things as may be necessary, subject, however, to such Rules and Regulations as may be prepared and agreed upon by the Engineer for the Time being of the Company acting in conjunction with the Engineer of said Corporation; and in case of their being unable to agree upon a Code of Rules and Regulations, then subject to such Rules and Regulations as may be settled by an Engineer to be appointed for that Purpose by the Lords of the Committee of Her Majesty Privy Council appointed for

for Trade and Foreign Plantations, whose Expenses are to be paid by the said Corporation.

That such Grant shall contain Covenants on the Part of the said Corporation and their Successors to pay the annual Sum of One hundred Pounds by Two equal half-yearly Payments to keep the said Main Pipes and Works connected therewith in good and sufficient Order, Repair, and Condition to the Satisfaction of any Engineer of the said Company for the Time being; to hold and keep harmless the said Railway and other the Lands, Buildings, and Property of said Company from Injury arising from the said Pipes or Works of the said Corporation, and to indemnify and recoup the said Company from all Losses to arise or accrue to them by reason of said Pipes and Works, notwithstanding that same shall have been laid and executed under the Supervision and Directions of said Engineer.

Second. That said Pipes shall be laid and all Works connected therewith done in a proper and workmanlike Manner, and under the Supervision and subject to the Control and Directions of the said Engineer, and it shall not be lawful for the Workmen of said Corporation to enter on the said Railway save in accordance with the Rules and Regulations herein-before mentioned; and said Engineer shall be at liberty from Time to Time, as well during the Progress and Execution as after the Completion of said Works, to inspect the said Pipes, and to require the Corporation to alter their Position, if necessary, for the Purposes of the said Railway, and to make such Restrictions and Regulations as to the Manner in which the Pipes are to be laid and the Works are carried out as may in his Opinion be necessary for the Safety of the Line and the Passengers using the Railway; and the said Corporation and their Workmen and Servants shall conform and abide by such Regulations.

Third. That the said Corporation and their Successors shall from Time to Time make and maintain all such Repairs as in the Opinion of such Engineer acting in conjunction with the Engineer for the Time being of the Corporation, or, in case of Disagreement, acting for or under the Umpirage or Determination of an Engineer to be appointed by the Lords Committee of Her Majesty's Privy Council appointed for Trade and Foreign Plantations, whose Expenses are to be paid by the said Corporation, shall be necessary or advisable for the Protection of the said Railway, Lands, Buildings, and Property of said Company from Damage or Injury, and which shall be directed by such Party or Parties, together with such other Covenants as shall be necessary and proper for the Purpose of carrying into effect this Agreement, and which shall be directed by Counsel as herein-after provided, together with a Clause authorizing the said Company legally and effectually to enforce the Performance of all and every of the Covenants in case of the Breach or Nonperformance of all and every of them by the said Corporation.

Fourth. That if the Parties hereto disagree as to the Form of said Grant, same shall be settled by Counsel to be chosen and approved of by both Parties.

Fifth. That said Corporation shall take all necessary preliminary Steps and Use their utmost Endeavours to procure and obtain an Act of Parliament in the ensuing Session authorizing and empowering the said Company to make, and the said Corporation to accept and take, such Grant, and enter into such Covenants as are herein-before mentioned or as may be hereafter agreed on.

Sixth. That immediately on obtaining such Act of Parliament the said Corporation shall accept such Grant as is herein-before mentioned, and shall

execute

execute a Counterpart thereof, and pay to the same Company the Expenses of the Preparation of this Agreement and of such Grant and Counterpart, and all reasonable Expenses or Costs that said Company may be put to in relation to the obtaining of said Act, and that this Agreement shall be recited or embodied in said Act.

Seventh. That in case the said Corporation shall not in the next Session of Parliament obtain such Act, the said Company shall not be obliged to make such Grant or Licence to said Corporation, nor shall said Corporation be obliged to take same from said Company, but the Company shall, nevertheless, in case of Failure in obtaining said Act shall arise from any unforeseen Casualty, permit this Agreement to be and remain in full Force and Effect for and during the then next ensuing Session of Parliament.

Provided, nevertheless, and it is hereby agreed by and between the said Parties, that the Corporation shall be at liberty and they are hereby empowered to purchase said annual Rent of One hundred Pounds for a Sum in gross of Two thousand five hundred Pounds, being at the Rate of Twenty-five Years Purchase for the same, and that when and so soon as such Purchase Money shall be paid to said Company all and every the Clauses and Covenants touching said Rent, and the Recovery or better securing thereof, shall cease, determine, and become utterly null and void, and the Corporation shall thereupon be entitled to hold and enjoy the said Right of Pipeway or Easement in perpetuity, subject only to the Clauses and Agreements, Rules and Regulations which shall be then properly applicable thereto.

In witness whereof the said Dublin, Wicklow, and Wexford Railway Company, and the Lord Mayor, Aldermen, and Burgesses of Dublin, have caused their respective Corporate Seals to be hereunto affixed, the Day and Year first herein written.

Present when the Seal of the Dublin, Wicklow, and Wexford Railway Company hereunto affixed, the Day and Year first herein written,

EDWARD BADHAM,
48, Westland Row, Dublin.

Company's Seal.

Present when the Seal of the Corporation of Dublin hereunto annexed,

JOHN SMYTH, Solicitor,
48, Dame Street.

ALEXR. FARQUHAR, Town Clerk.

City Seal.

SCHEDULE (B.) referred to in the foregoing Act.

ARTICLES of Agreement made and entered into the Fourth Day of August One thousand eight hundred and sixty-two between the Right Honourable the Lord Mayor, Aldermen, and Burgesses of Dublin, herein-after called "the Corporation," of the one Part, and Joseph Wilson, of Westbury in the County of Dublin, Esquire, of the other Part. It is hereby mutually agreed between the said Corporation and their Successors and the said Joseph Wilson, his Heirs, Executors, and Administrators, that the said Joseph Wilson shall grant to the said Corporation, for the Formation of a Service Reservoir in connexion with their Waterworks, a Lease in perpetuity of Twenty-two Acres of the Lands of Tipperstown, Stillorgan, being that Portion of the said Lands at the Back of Stillorgan Railway Station, bounded on One Side by the Leopardstown Road, on another by the Dublin, Wicklow, and Wexford Railway, and on the other Two Sides by other Lands of the said Joseph Wilson; and that, subject to the Approval of Parliament, the said Corporation shall covenant by said Lease to pay unto the said Joseph Wilson, his Heirs, Executors, Administrators, or Assigns, such clear yearly Sum, over and above all Deductions for Poor Rates, Income Tax, or other Charges, as will be equivalent to the clear annual Sum of Fourteen Pounds per Statute Acre, by equal half-yearly Payments, as and by way of Rent or Charge, the first of said half-yearly Payments to be made on the First Day of January next; and that the said Joseph Wilson shall make a like Grant, or include in such before-mentioned Grant to the Corporation any further Quantity not exceeding Three Acres of the said Lands, and immediately adjoining the same, on the same Terms and Conditions, and subject to the same acreable Rent above all Deductions as aforesaid, the Corpration to redeem the said Rent by the Payment to the said Joseph Wilson, his Heirs, Executors, Administrators, or Assigns, of a Sum in gross equivalent to Twenty-five Years Purchase thereof, in case they cannot amply secure the Payment of the said Rent, with Power to the Corporation at any Time to redeem the same on Payment of such Sum in gross, such yearly Rent or Sum to be paid as an Equivalent for the Purchase thereof to be in full for all Compensation to be paid for or in respect of said Lands, or for or in respect to the Depreciation of the Lands adjoining thereto, and belonging either to the said Joseph Wilson or Frederick Stokes Esquires, and the said Corporation to be satisfied as to Title with the Fee-farm Grant from the Ecclesiastical Commissioners to said Joseph Wilson, of which a certified Copy is to be furnished, and with Searches against the said Joseph Wilson. The Corporation to promote a Bill during the next Session of Parliament at their own Expense, and to use their best Endeavours to obtain an Act for confirming and ratifying this Agreement, and otherwise to carry the same into full and practical Effect.

In witness whereof the said Corporation have caused their Common Seal to be affixed to these Presents, and the said Joseph Wilson hath also hereunto set

set his Hand and affixed his Seal the Day and Year first in these Presents written.

Sealed and delivered by the said Corporation of Dublin
in Presence of

ALEX^R. FARQUHAR, Town Clerk. City Seal.

JOSEPH WILSON. Seal.

Signed, sealed, and delivered by the said Joseph Wilson
in Presence of

FREDERICK STOKES.
JOHN SMYTH.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1863.