ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. lxxxiv.

An Act for the Reclamation from the Sea of Waste Lands subject to be overflowed by the Tide near to *Horsey Island* on the Coast of *Essex*.

[22d *June* 1863.]

WHEREAS there is between the Main Land of the County of *Essex* and *Horsey Island* a Tract of Land over the whole or the greater Part of which the Tide now flows, and which in its present State is incapable of Cultivation: And whereas the Reclamation of that Tract of Land and the bringing of it into Cultivation would be of local and public Advantage: And whereas Her Majesty in right of Her Crown is or claims to be entitled to that Tract of Land: And whereas the Owners of Lands adjoining to that Tract of Land claim to be entitled thereto: And whereas *Edward Chapman* claims to be Lord of the Manors or alleged Manors of *Walton* and *Kirby-le-Soken*, and the said *Edward Chapman* and others claim to be entitled to some Estate and Interest in that Tract of Land, or in Part thereof: And whereas the several Persons in that Behalf in this Act named, and others, are willing at their own Expense, on their being incorporated with adequate Powers in that Behalf, to undertake the Reclamation of that Tract of Land from the Sea, and to bring it into Cultivation, and to make and maintain the Works requisite for the Purpose: And whereas Plans and Sections of

the Works by this Act authorized showing the Lines and Levels thereof, and a Book of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of that Tract of Land, and the Lands to be taken for the Purposes of the Works, have been deposited at the Office of the Clerk of the Peace for the County of *Essex*, and are in this Act referred to as the deposited Plans, Sections, and Book of Reference: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Horsey Island* Reclamation Act, 1863."

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

2. "The Companies Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," (save so far as any of the Sections or Provisions of those Acts respectively are expressly varied or excepted by this Act,) are incorporated with this Act.

Same Meanings to Words in incorporated Acts as in this Act.

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Meaning of "the Mud Lands."

4. The Expression "the Mud Lands" in this Act means and includes the Mud Lands and all other Lands situate between the Island of *Horsey* and the Main Land in the County of *Essex* over which the Tide flows at ordinary Spring Tides, and which are more particularly delineated on the deposited Plans and specified in the deposited Book of Reference, and are thereon respectively numbered 2 and 3 and 9 in the Parish of *Walton-le-Soken*, and 4 and 14, and 19 and 27, and 28 and 29, and 30 and 32, and 37 and 38, in the Parish of *Kirby-le-Soken*, and which Mud Lands are coloured Green on a Plan thereof signed by the Honourable *Charles Alexander Gore*, a Commissioner of Her Majesty's Woods, Forests, and Land Revenues, and which Plan is by this Act directed to be deposited at the Land Revenue Record Office, *Spring Gardens*, *London*.

Horsey Island Reclamation Company incorporated.

5. *John Braithwaite* and *Thomas Greenhill*, and all other Persons who have already subscribed or hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for the Purpose of embanking and reclaiming from the Sea the Mud Lands, and bringing the same into Cultivation, and for otherwise carrying this Act into execution, and for those

those Purposes are by this Act united into a Company by the Name of "*Horsey Island* Reclamation Company," (in this Act called the Company,) and by that Name of Incorporation shall be One 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 but subject to the Restrictions of this Act, and in all respects to carry this Act into execution.

Capital.

6. The Capital of the Company shall be Ten thousand Pounds in One thousand Shares of Ten Pounds each.

Calls.

7. One Fourth 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 the Share shall be the utmost aggregate Amount of the Calls payable in any One Year on any Share.

Power to borrow on Mortgage.

8. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Two thousand five hundred Pounds, but no Part thereof shall be borrowed until the whole Capital is subscribed for or taken, and One Half thereof is paid up, and the Justice who certifies under Section Forty of "The Companies Clauses Consolidation Act, 1845," is satisfied that the whole of the Shares are registered in the Names of *bonâ fide* Holders thereof legally liable to pay the Amount thereof unpaid, of which Satisfaction his Certificate under that Section shall be sufficient Evidence; provided that the Money so borrowed shall be paid off, without any reborrowing, out of the First Money received after the borrowing, and applicable as Capital in that Behalf.

Arrears may be enforced by Appointment of a Receiver.

9. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Two hundred and fifty Pounds.

Application of Monies.

10. All Monies raised by the Company under this Act shall be applied only for the Purposes of this Act.

First and other Meetings.

11. The First Meeting of the Company shall be held within Nine Months after the passing of this Act, and the Ordinary Meeting shall be held in the Month of *February* in every Year.

Quorum for General Meeting.

12. The Quorum of a General Meeting shall be any Number of Shareholders holding together at least One Tenth of the Capital.

Number of Directors and Quorum.

13. The Number of Directors shall be Two until the First Ordinary Meeting of the Company, and shall thereafter be Three, and the Quorum of a Meeting of Directors shall be Two.

14. The

Qualification of Director.

14. The Qualification of a Director shall be the Possession in his own Right of Twenty-five Shares.

First Directors.

15. *John Braithwaite* and *Thomas Greenhill* shall be the First Directors.

Retirement of First Directors.

16. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting, and at that Meeting the Shareholders present, in Person or by Proxy, shall select Three Directors, and may either continue in Office the Directors appointed by this Act, or either of them, or may elect Directors to supply the Place of such (if any) of the Directors appointed by this Act as are not so continued in Office, the retiring Directors being, if qualified, re-eligible.

Newspaper for Advertisements.

17. The Newspaper for Advertisements shall be any Newspaper published in the County of *Essex*.

Power to take Lands shown on deposited Plans.

18. Subject to the Provisions of this Act, the Company from Time to Time may purchase such of the Lands shown on the deposited Plans and specified in the deposited Book of Reference as they think requisite for any of the Purposes of this Act, or may purchase and use any Easements, Rights, or Interests in, over, or affecting any of those Lands without taking the Lands themselves or any greater Estate or Interest therein: Provided that the Company shall not enter upon, take, or use, except by Agreement, any of the Lands numbered respectively on the deposited Plans and in the deposited Book of Reference 4 and 5, and 6 and 10, in the Parish of *Walton-le-Soken*, and 5 to 9 both inclusive, and 11 to 13 both inclusive, and 15 to 17 both inclusive, and 20 to 26 both inclusive, and 35, in the Parish of *Kirby-le-Soken*.

Errors and Omissions in Plans and Book of Reference may be corrected by Justices, who shall certify the same.

19. If any Omission, Mis-statement, or erroneous Description is made of any Land or Works, or of the Owners, Lessees, or Occupiers of any Land, shown on the deposited Plans or specified in the deposited Book of Reference, the Company, after giving Ten Days Notice to the Owners, Lessees, and Occupiers of the Land affected by the proposed Correction, may apply to Two Justices for the Correction thereof, and if it appear to the Justices that the Omission, Mis-statement, or erroneous Description arose from Mistake or Inadvertence they shall certify the same accordingly, and they shall in the Certificate state the Particulars of the Omission, Mis-statement, or erroneous Description; and the Certificate shall, with the Documents to which it relates, be deposited with the Clerk of the Peace for the County of *Essex*, and thereupon the Plan or Book of Reference shall be deemed to be corrected in accordance with the Certificate, and the Company may make the Works in accordance with the Certificate as if the Omission, Mis-statement, or erroneous Description had not occurred.

Certificate to be deposited.

20. The

Clerk of the Peace to keep Plans, and allow Inspection.

20. The Clerk of the Peace shall receive the Certificates of Correction, and shall keep the same, as well as the deposited Plans, Sections, and Book of Reference, and the Plan to be deposited in pursuance of this Act, and shall permit all Persons interested to inspect any of the Documents, and to make Copies and Extracts thereof, in like Manner, and on like Terms, and under like Penalty for Default as is provided in the Case of Documents therein referred to by the Act of the First Year of Her present Majesty, Chapter Eighty-three.

Copies of Plans, &c. to be Evidence.

21. Copies of the deposited Plans, Sections, and Book of Reference, or of any Alteration or Correction thereof or Extracts therefrom respectively, certified by the Clerk of the Peace (which Certificate he shall give to all Parties interested when required), or certified by the Keeper of Land Revenue Records and Enrolments, shall respectively be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Compensation for Rights of the Crown and Lord of Manor.

22. As Compensation for and in satisfaction of all the Estate, Right, Title, Interest, Claim, or Demand of Her Majesty, and of *Edward Chapman*, and all other Persons (if any), in and to the Soil of the Mud Lands, and every Part thereof (except Saltings the Property of adjoining Owners), the Sum of Eight hundred Pounds shall be paid by the Company, on or before the First Day of *January* One thousand eight hundred and sixty-five, into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to the Account there of the Accountant General to an Account to be intituled "The Account of the Queen's most Excellent Majesty, and of *Edward Chapman* and others," pursuant to the Method prescribed by any Act regulating Money paid into the Court, and if the Eight hundred Pounds shall not be paid on that Day it shall thenceforth carry Interest at the Rate of Four Pounds *per Centum per Annum*, to be paid into the Bank of *England* in like Manner as the Principal, until the Principal is paid, and the Principal and the Interest thereon shall be a Charge in favour of Her Majesty, Her Heirs and Successors, and of *Edward Chapman*, and all other Persons (if any) interested according to their respective Interests upon the Mud Lands and all the Works of the Company (except Saltings the Property of adjoining Owners, and Works thereon), and the Charge shall take Priority over all other Charges and Incumbrances whatsoever thereon.

Sale by Commissioners of Woods, &c.

23. If all Principal and Interest be not so paid on or before the First Day of *January* One thousand eight hundred and sixty-six, the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, may from Time to Time sell, in such Manner as they or he shall deem expedient, so much of the Mud Lands as they or he shall think

requisite to pay the Principal and Interest and Costs; and the Purchaser or Purchasers of the Mud Lands, except Saltings the Property of adjoining Owners, sold shall be respectively entitled to and have the same Rights and Powers with respect to the Execution of the Works by this Act authorized, and with respect to the Embankment and Reclamation of the Mud Lands sold to them or him respectively, and otherwise so far as such Rights and Powers affect the same Lands, as are by this Act vested in and conferred upon the Company.

Receipts of Commissioners, &c.

24. The Commissioners or either of them may receive and give Receipts for the Purchase Monies, and the Purchase Monies arising from the Sales shall be applied by them in paying first the Costs of the Commissioners, and next the Principal and Interest then due, which Principal and Interest shall be paid by the Commissioners into the Bank of *England* in like Manner as the Principal Sum of Eight hundred Pounds and Interest is by this Act directed to be paid by the Company.

Compensation to the Crown or otherwise to be repaid on Petition.

25. The Principal Money and Interest so to be paid into the Bank of *England* by the Company, or by the Commissioners or One of them, shall, on Application to the Court by Petition, be paid out by the Court and distributed to or between Her Majesty, Her Heirs and Successors, and *Edward Chapman*, his Heirs or Assigns, and other the Persons, if any, interested, according to their respective Shares, Rights, and Interests, before the passing of this Act, in the Soil of the Mud Lands (except Saltings the Property of adjoining Owners); provided that, except with the Consent of the Commissioners and the Company, the Court shall not order any Sum of Money so paid into the Bank of *England*, or any Part thereof, or any Interest on the same, to be paid to *Edward Chapman*, his Heirs or Assigns, or any other Person, unless the Court be satisfied of his respective Right or Title to the Money ordered to be paid out to him.

Company to make Compensation for Lands taken or injuriously affected.

26. The Company shall make to the Owners and Occupiers of and all other Parties interested in any Lands taken or used for the Purposes of this Act, or injuriously affected by the Construction of the Works by this Act authorized, other than Her Majesty, and *Edward Chapman*, his Heirs and Assigns, and other the Persons, if any, to be compensated out of Monies paid into the Bank of *England* as by this Act provided, full Compensation for the Value of the Lands so taken and used, and for all Damage sustained by the Owners, Occupiers, or other Parties by reason of the Exercise as regards the Lands of the Powers vested in the Company by this Act; and, except where otherwise provided by this Act, the Amount of and Application of the Compensation shall be ascertained and determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," incorporated with this Act.

27. The

Power for compulsory Purchases limited.

27. 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 Two Years after the passing of this Act.

Purchase of Lands by Agreement.

28. For the Purposes of this Act the Company from Time to Time may purchase by Agreement, and in addition to the Lands which they are by this Act authorized to take compulsorily, any Quantity of Land not exceeding Thirty Acres adjoining or near to any of those Lands, and which they deem it expedient for any of those Purposes to acquire and use.

Purchase of Easements by Agreement.

29. For the Purposes of this Act the Company from Time to Time may purchase, but only by Agreement, any Easements, Rights, or Interests in, over, or affecting any Lands adjoining or near to any Lands which they are by this Act authorized to purchase, and which they deem it expedient for any of those Purposes to acquire and use.

Power for incapacitated Persons to sell Lands, Easements, &c. by Agreement.

30. All Persons by "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," respectively, incorporated with this Act, authorized to sell and convey or release Lands, may for the Purposes of this Act make to the Company, on such Terms and Conditions as are by this Act authorized, any Sales, Conveyances, Releases, and other Dispositions of any Lands, Easements, Rights, and Interests which the Company are by this Act authorized to purchase by Agreement: Provided that the Compensation for all such Sales, Conveyances, Releases, and Dispositions, where made by any Persons under any Incapacity or Disability, shall be ascertained in accordance with the Provisions of Section Nine of "The Lands Clauses Consolidation Act, 1845," or, as the Case may be, Section Four of "The Lands Clauses Consolidation Acts Amendment Act, 1860."

Lands vested in Company for Purposes of Act.

31. All Lands, Easements, Rights, and Privileges from Time to Time acquired by the Company under this Act, including all Lands reclaimed under this Act from the Sea, shall, for the Estates, Terms, or Interests therein so acquired by the Company, and in accordance with the Terms and Conditions on which they are so acquired, be vested in them as their absolute Property for the Purposes but subject to those Terms and Conditions and the Provisions of this Act, and the Company shall, on Payment of the Principal Sum of Eight hundred Pounds, and any Interest due thereon by this Act directed to be paid into the Bank of *England*, become entitled to all the Right, Estate, and Interest, or Claims and Demands, of Her Majesty, and of *Edward Chapman*, his Heirs and Assigns, and all other Persons, if any, interested in, to, out of, over, upon, or in respect of the Mud Lands and every Part thereof.

32. Subject

Power to make and maintain Works authorized by Act.

32. Subject to the Provisions of this Act, the Company may make and maintain the Works by this Act authorized in the Lands shown on the deposited Plans and specified in the deposited Book of Reference, and, so far as the Lines and Levels thereof are shown on the deposited Plans and Sections, in the Lines shown on the deposited Plans, and in accordance with the Levels shown on the deposited Sections.

Works authorized by Act.

33. The Works by this Act authorized comprise the following Embankments, and all other Works and Conveniences connected therewith, and requisite for the entire Reclamation, Drainage, and Inclosure of the Mud Lands; (that is to say,)

(A.) An Embankment commencing on the South-eastern Side of *Horsey Island*, and terminating on the Main Land immediately opposite thereto:

(B.) An Embankment commencing on the South-western Side of *Horsey Island*, and terminating on the Main Land immediately opposite thereto:

(C.) An Embankment on the Southern Side of *Horsey Island* across a Stream running from the same into the Mud Lands:

(D.) By means of the Embankments and other Works, the entire Reclamation from the Sea and Drainage and Inclosure of the Mud Lands:

All which Works will be situate in, near, or adjoining to the Parishes of *Kirby-le-Soken* and *Walton-le-Soken*, *Thorpe-le-Soken*, and *Beaumont-cum-Moze*, in the County of *Essex*, or some of them.

Limits of Deviation.

34. In the Execution of the Works by this Act authorized the Company may deviate laterally from the Lines thereof shown on the deposited Plans to any Extent within the Limits of Deviation shown thereon, and may deviate vertically from the Levels thereof shown on the deposited Sections to any Extent the Company think fit, not exceeding Five Feet.

Penalty for obstructing Execution of Works.

35. If any Person wilfully obstructs any Person acting under the Authority of the Company in setting out the Line of the Works, or pulls up or removes any Pole or Stake driven into the Ground for the Purpose of setting out the Line of the Works, or defaces or destroys any Works made for the Purpose, every Person so offending shall for every such Offence forfeit not exceeding Five Pounds.

Approval of Board of Trade for Works below High-water Mark.

36. Before commencing any Work below High-water Mark at ordinary Spring Tides the Company shall deposit at the Board of Trade Office Plans, Sections, and Working Drawings of every such Work for the Approval of the Board of Trade, to be signified in Writing under the Hand of the Secretary of the Board of Trade, and every such Work shall be made only in accordance with their Approval; and when any such Work is begun or made the Company shall not at any Time alter

or

or extend the same below High-water Mark at ordinary Spring Tides without first obtaining the like Approval of the Board of Trade; and if any Work below High-water Mark at ordinary Spring Tides be commenced, completed, or altered contrary to the Provisions of this Section, the Board of Trade may abate and remove the same, and restore the Site thereof to its former Condition at the Expense of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit, or may be recovered with Costs as a Penalty.

Power to Board of Trade to order local Survey at Expense of Company.

37. If at any Time it is deemed expedient by the Board of Trade to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Board of Trade at Expense of Company.

38. If any Work made by the Company in or across any tidal or navigable Water, or if any Portion of any such Works affecting any such Water or Access thereto be abandoned or suffered to fall into Disuse or Decay, the Board of Trade may abate, alter, and remove the same, and restore the Site thereof to its former Condition at the Expense of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit, or may be recovered with Costs as a Penalty.

Power to improve Mud Lands.

39. The Company from Time to Time, in such Manner and by such Means as they think expedient, may bring into a State fit for Cultivation and may cultivate such Parts of the Mud Lands as they from Time to Time reclaim from the Sea, and may do all Things which they think proper for the Purpose.

Maintenance of Drainage by Company.

40. Nothing in this Act contained shall authorize the Company to interrupt the Drainage of any Lands adjoining or near to the Mud Lands, or to prevent or hinder the free Discharge of any Stream flowing therefrom, but the Company may and shall make and maintain in and through the Mud Lands all proper and sufficient Drains, Cuts, or Channels, and other Works and Conveniences, for the effectual Drainage of those adjoining or neighbouring Lands, and the free flowing of every such Stream.

Company to make Road instead of the "Wade."

41. The Company shall make and maintain across the Mud Lands a proper and sufficient hard Road in substitution for the now existing Way called "The *Wade*" across the same, and in the meantime shall maintain the

the *Wade* as now existing; and all Persons now entitled to the User of the *Wade* shall be entitled to the like User of the Road so made, and free Passage thereon over the Lands of the Company, and to the User of the *Wade* until the Road is made.

Maintenance of Roads, &c. by Company.

42. If the Company acquire for the Purposes of this Act any Right of User of any Road or Way, Drain, Fence, or other Work or Convenience, they may and shall maintain the same in accordance with the Terms and Conditions on which they acquire the Right of User thereof.

Line of Fences.

43. In fencing off the Mud Lands or any Parts thereof from any adjoining Lands the Company may make the Lines and Fences as straight or otherwise convenient as reasonably can be, giving and taking by way of Exchange, and by Agreement with the Owners and other Parties interested, any small Portions of Land cut off by the Fences from the Mud Lands and the Lands adjoining thereto respectively, but so that the Pieces of Land so given by the Company to any Owner be not of less Extent or Value than the Pieces of Land so taken by them from him.

Period for Completion of Works.

44. The Works by this Act authorized and shown on the deposited Plans and Sections shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company under this Act for the Execution of those Works shall cease to be executed, except with respect to such Parts of the Mud Lands as are then reclaimed from the Sea.

Re-vesting in Owners Mud Lands not then reclaimed.

45. If the whole of the Mud Lands be not reclaimed from the Sea within the Period by this Act limited for the Completion of the Works shown on the deposited Plans and Sections, then, except so far as the Terms of the Purchase by the Company otherwise provide, on the Expiration of that Period all Right, Title, Interest, and Power of the Company in and to, over, and affecting such Parts of the Mud Lands as are not then reclaimed shall cease, and those Parts of the Mud Lands shall thereupon revert to and be by this Act vested in the several Persons who, if this Act were not passed, would from Time to Time be the Owners thereof, and they shall thenceforth be entitled to the same as if this Act had not passed.

Power for Company to dispose of Lands.

46. The Company from Time to Time may cultivate, build on, and otherwise improve, but only for agricultural Purposes, and may lease, sell, exchange, mortgage, charge, and otherwise dispose of for their own Benefit, the Lands, Easements, Rights, and Privileges from Time to Time acquired by them under this Act, or any Parts thereof, and may so dispose of the same to such Persons, for such Purposes, and on such Terms and Conditions as the Company think fit, provided that the Company

Company in disposing of any of the Lands shall make due Provision for the Maintenance and Repair from Time to Time, by or at the Expense of the Owners from Time to Time of those Lands, of the Embankments and other Works made under this Act.

Disposal of superfluous Lands.

47. The Provisions "with respect to Lands acquired by the Promoters of the Undertaking under the Provisions of this or the Special Act, or any Act incorporated therewith, but which shall not be required for the Purposes thereof," of "The Lands Clauses Consolidation Act, 1845," apply only to such of the Lands from Time to Time acquired by the Company under this Act, or such Estates, Terms, or Interests therein, as remain vested in the Company at the Expiration of Twenty Years after the passing of this Act; and where, before the Company finally dispose of any of their superfluous Lands, any Lease or Mortgage or Charge thereof, or any other particular Estate or Interest therein, is made or reserved, the Company may and shall dispose of the same as superfluous Lands, subject and without Prejudice to the Lease, Mortgage, Charge, Estate, or Interest so made or created.

Embankments, &c. to be maintained.

48. The Company and other the Owners from Time to Time of the Lands reclaimed under this Act shall, at their own Expense, and in manner by this Act provided, maintain and keep in an efficient State of Repair all the Embankments and other Works by this Act authorized, and which are from Time to Time essential for protecting the reclaimed Lands and any adjoining or neighbouring Lands from Inundation, and for securing the Enjoyment of the reclaimed Lands, and for maintaining the Drainage and Enjoyment of any adjoining or neighbouring Lands.

Dissolution of Company on their disposing of all their Lands.

49. If and when, after the Completion of the Works by this Act authorized, the Company dispose of the whole of the reclaimed Lands, or otherwise wholly cease to have any Estate or Interest in or Right or Claim to any Part of the reclaimed Lands, and all their Debts, Liabilities, and Engagements are paid, satisfied, or discharged, the Company shall thereupon be dissolved, and wholly cease to exist.

General Saving of Rights under Act.

50. Notwithstanding the Dissolution of the Company, and except only as is by this Act otherwise provided, everything before the Dissolution done, suffered, and confirmed respectively under this Act shall be as valid as if the Dissolution had not happened, and the Dissolution shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Dissolution had not happened, would be incident to or consequent on any and every thing so done, suffered, and confirmed.

51. The

Parishes in which Mud Lands to be deemed situate.

51. The Mud Lands, and the Embankments and Fences thereof, shall at all Times be deemed to be situate within the several Parishes of *Kirby-le-Soken* and *Walton-le-Soken* respectively in the County of *Essex*, and the Boundary Line between those Parishes where it runs through the Mud Lands shall be the Line in that Behalf shown on a Copy of the before-mentioned Plan deposited with the Clerk of the Peace for the County of *Essex*.

Act not to entitle Company to Foreshore of Embankments.

52. This Act shall not confer on the Company, contrary to any Right, Title, Interest, or Claim of Her Majesty in right of Her Crown, or of any Person, any Right, Title, Property, or Claim to or in any Part of the Foreshore, Mud Banks, or other Lands to the Seaward of the Embankments by this Act authorized, except for the making and maintaining under this Act of the Embankments.

Act not exempt from future General Acts.

53. Nothing in this Act contained shall exempt the Works of the Company from the Provisions of any future General Act relating to the Reclamation of Lands subject to be overflowed by the Tide.

Expenses of Act.

54. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining, and passing of this Act shall be borne and paid by the Company.

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