

ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

***

to Time become Shareholders, shall be a Body Corporate, by the Name of "The Land Loan and Enfranchisement Company," having perpetual Succession and a Common Seal, with Power to purchase, hold, sell, and dispose of Lands.

8 & 9 Vict. c. 16. incorporated.

II. "The Companies Clauses Consolidation Act, 1845," shall apply to and be incorporated with this Act, excepting the Clauses with respect to the borrowing of Money by the Company on Mortgage or Bond, and with respect to the Conversion of the borrowed Money into Capital, and except such other Clauses and Provisions, if any, as may be inconsistent with any Clause or Provision herein contained.

Objects of Company.

III. The Objects of the Company shall be those recited in the Preamble hereof or hereby provided for.

Original Capital and First Call.

IV. The original Capital of the Company shall be Fifty thousand Pounds, divided into Two thousand five hundred Shares of Twenty Pounds each; and a Call of Ten Pounds *per* Share shall be deemed to have been made and to be payable on the Day on which the Subscription List for the said Capital shall be complete; and none of the Powers of the Company, except such as may be necessary or expedient for enforcing Payment of the said Call, shall be put in force until the Lords of the Committee of Her Majesty's Privy Council appointed for Trade and Foreign Plantations shall have certified in Writing that the said Call has been fully paid.

Additional Capital raiseable.

V. The Company may from Time to Time issue other Shares of Twenty Pounds each, until its Capital shall amount to Two hundred and ninety-five thousand Pounds; but the Company shall not apply, for the Execution by itself of any Works authorized by this Act, any Part of its Capital, either original or other, exceeding Forty-nine thousand Pounds, and shall keep a distinct Account of all such Part of its Capital as shall be so applied.

Calls after the First.

VI. The Amounts of Calls, and the Times and Places for their Payment, shall, subject to the above Provision as to the First Call, be appointed by the Directors: Provided that after the subscribed Capital shall exceed One hundred thousand Pounds no Call shall exceed Two Pounds Ten Shillings, except, if the Company shall so direct, the First Call upon new Shares, in order to put them on an equal Footing with old Shares, or shall be payable at a less Interval than Three Months after the last preceding Call.

Number and Qualification of Directors.

VII. There shall be such Number of Directors, not less than Four and not exceeding Seven, as the Company shall from Time to Time determine, each of whom shall be possessed of Fifty Shares at least; and

and the said *Charles Morrison*, *Alfred Morrison*, *William Smith*, and *Elias Pitts Squarey* shall be the First Directors.

Quorum and Votes at Meetings.

VIII. In order to constitute a Meeting, whether ordinary or extraordinary, there shall be present, either personally or by Proxy, Shareholders either holding in the aggregate not less than One Tenth of the Capital for the Time being of the Company, or being not less than One Tenth of the whole Number of registered Shareholders, and at all Meetings each Shareholder shall have One Vote for every Share held by him.

Power to purchase, improve, and resell Land.

IX. The Company may from Time to Time purchase any Land by Agreement with the absolute Owner thereof, not being a Person under Disability, and may improve such Land, and may resell the same, whether improved or not, to any Person.

Interpretation of the Word "Landowner."

X. The Word "Landowner" shall herein-after mean, as to Lands in *England*, the Person who shall be in the actual Possession or Receipt of the Rents or Profits of any Land, whether of Freehold, Copyhold, Customary, or other Tenure, except where such Person shall be a Tenant for Life or Lives holding under a Lease for Life or Lives not renewable, or shall be a Tenant for Years holding under a Lease or an Agreement for a Lease for a Term of Years not renewable, whereof less than Twenty-five Years shall be unexpired at the Time of making any Contract with the Company, without regard to the real Amount of the Interest of any Person so excepted; and in the Case where the Person in the actual Possession or Receipt of the Rents or Profits of any Land shall fall within the above Exceptions, then the Person who for the Time being shall be in the actual Receipt of the Rent payable by the Person so excepted, unless he shall also fall within the above Exceptions, shall, jointly with the Person who shall be liable to the Payment thereof, be deemed for the Purposes of this Act to be the Owner of such Lands; and as to Lands in *Scotland*, the Word "Landowner" shall denote and include every Fiar, Life-renter, or Heir of Entail, who shall be in the actual Possession of the Land, or in Receipt of the Rents payable on the Tacks, Leases, or Tenancies of the Tenants in the actual Possession thereof; and as to Lands in *Ireland* the Word "Landowner" shall mean such Person as under the Act passed in the First and Second Years of the Reign of Her present Majesty, intituled *An Act to abolish Compositions for Tithes in* Ireland, *and to substitute Rentcharges in lieu thereof*, shall have the First Estate of Inheritance, or other Estate or Interest equivalent to a perpetual Estate or Interest therein, and also any Tenant in Dower or by the Curtesy, or any Person having, under the Limitations of any Settlement by Deed, Will, Act of Parliament, or otherwise, any Estate for Life or other particular Estate thereby created or limited out of or in any Estate of Inheritance, or by.

1 & 2 Vict. c. 109.

out of, or in any such Estate or Interest as by or under the last-mentioned Act is to be deemed equivalent to a perpetual Estate or Interest; and as to Lands in any Part of the United Kingdom the Word "Landowner" shall include a Corporation, and also such Persons as are empowered by the Twenty-sixth Clause hereof.

Interpretation of "Improvement of Land."

XI. By the Improvement of Land shall herein-after be meant all or any of the following Matters:

1. The Drainage of Land, and the straitening, widening, deepening, or otherwise improving the Drains, Streams, and Watercourses of any Land:
2. The Irrigation and warping of Land:
3. The embanking of Land from the Sea or tidal Waters, or from Lakes, Rivers, or Streams, in a permanent Manner:
4. The inclosing of Lands:
5. The Reclamation of Land and its Chalking:
6. The making of permanent Farm Roads and permanent Tramways and Railways for Agricultural or Farming Purposes:
7. The clearing of Land:
8. The Erection of Labourers Cottages, Farmhouses, and other Buildings required for Farm Purposes, and the Improvement of and Addition to Labourers Cottages, Farmhouses, and other Buildings for Farm Purposes already erected, so as such Improvements or Additions be of a permanent Nature:
9. Planting for Shelter, or for periodical Cuttings which will increase the permanent Value of the Land:
10. The constructing or erecting of any Engine Houses, Waterwheels, Saw and other Mills, Kilns, Shafts, Wells, Tanks, Reservoirs, Dams, Leads, Pipes, Conduits, Watercourses, Bridges, Weirs, Sluices, Floodgates, or Hatches, which will increase the Value of any Lands for Agricultural or Farming Purposes:
11. The erecting of any Engines or Machinery of a permanent Nature, so as the same be erected in connexion with and in the effecting of any Works of or Improvements in Drainage or Irrigation hereby authorized:
12. The Construction or Improvement of Jetties or Landing Places on the Sea Coast, or on the Banks of navigable Rivers or Lakes, for the Transport of Cattle, Sheep, and other Agricultural Stock and Produce, and of Lime, Manure, and other Articles and Things for Agricultural and Farming Purposes, provided that the Commissioners shall be satisfied that such Works will add to the permanent Value of the adjoining Lands to an Extent proportioned to the Expense thereof.

Interpretation of "the

XII. By "the Commissioners" shall herein-after be meant, as regards Lands in *Great Britain*, or in *Jersey*, *Guernsey*, *Alderney*, *Sark*, the *Isle*

of

of Man, or the Islands thereto respectively belonging, the Inclosure Commissioners for *England* and *Wales*; and as regards Lands in *Ireland* the Commissioners of Public Works in *Ireland*, under an Act of the First and Second Years of His late Majesty King *William* the Fourth, intituled *An Act for the Extension and Promotion of Public Works in* Ireland, and an Act of the Fifth and Sixth Years of the Reign of Her present Majesty, intituled *An Act to promote Drainage of Lands and Improvement of Navigation and Water Power in connexion with Drainage in* Ireland, and the several Acts amending the same respectively. Commissioners." 1 & 2 W. 4. c. 33. 5 & 6 Vict. c. 89.

Incorporation of Enactments relating to the Commissioners. 9 & 10 Vict. c. 101.

XIII. All the Provisions of the Act of the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act to authorize the Advance of Public Money to a limited Amount to promote the Improvement of Land in* Great Britain *and* Ireland *by Works of Drainage*, and any and every other Act for the Time being in force relating to any of the aforesaid Commissioners, so far as the same concern or are auxiliary to the Proceedings and Inquiries of the Commissioners, under the Authority of such Acts or any of them, and the Authentication of Instruments, shall, except as in this Act otherwise provided, extend and be applicable to their Proceedings and Inquiries, and the Authentication of Instruments under this Act.

Landowner's Provisional Contract with Company.

XIV. Any Landowner may enter into a Provisional Contract with the Company, either for the Advance by the Company of a certain Sum of Money for or towards the Execution of any Improvements on any Land in which he is interested, or for the Execution by the Company of any such Improvements at a certain Price, and for securing the Repayment of the Sum advanced, and a Commission thereon, with Interest, or of the Price stipulated, with Interest, as the Case may be, by the Creation of a terminable Rentcharge, or in any other Manner sanctioned by this Act.

Provisional Contract by Two or more Landowners.

XV. Any Two or more Landowners may, with the Consent of the Commissioners, join in entering into any such Provisional Contract as aforesaid with the Company for the Improvement of the Lands of such Landowners respectively; but the Sum to be repayable under any such joint Contract shall be apportioned so that a separate and distinct Sum may become charged upon the Land of each Landowner in the Manner herein-after specified.

Application to Commissioners to sanction Improvements.

XVI. When any Landowner has entered into a Provisional Contract with the Company, under the Provisions of this Act, such Landowner or the Company, or the Landowner and Company jointly, may make Application to the Commissioners to sanction the proposed Improvements, and such Application shall contain such Particulars of the Land proposed to be improved, the proposed Manner and estimated Expense of effecting the Improvements, the annual Value of such Land, and the estimated

Increase of such Value to be produced by the Improvements, as may enable the Commissioners to judge of the Expediency of investigating or further proceeding upon such Application; and every such Application shall specify the Estate or Interest of or claimed by the Landowner in the Land to which such Application relates.

Commissioners may issue Forms;

XVII. The Commissioners may from Time to Time frame or sanction, and at the Expense of the Company cause to be printed and circulated, as the Commissioners see Occasion, Forms indicating the Particulars of the Information to be furnished to them for the Purposes of this Act by Landowners or by the Company, and such other Forms as the Commissioners may deem expedient for facilitating any Proceedings under this Act.

and may require Security for Expenses;

XVIII. The Commissioners may require Security to be given them by Bond or otherwise, in such Form as they may think fit, by the Landowner or the Company, or by the Landowner and the Company jointly, for the Payment to them of the Expenses which the Commissioners or their Officers shall incur in respect of the Investigation on any such Application, and if they shall issue such sanctioning Order as herein-after mentioned, of the Expenses which the Commissioners or their Officers shall incur in inspecting and ascertaining the due Execution of the Works; and unless the Commissioners shall issue such sanctioning Order as herein-after mentioned, such Payment shall not be a Charge on the Land to which such Application relates; and the Certificate of the Commissioners of the Amount of any such Expenses as aforesaid shall be conclusive.

and cause Application to be investigated;

XIX. If the Commissioners shall think fit to entertain the Application so made to them, they may cause the Land to be inspected and examined by an Assistant Commissioner or an Engineer or Surveyor, who shall have regard to and examine the Proposals and Statements contained in such Application, and shall report his Opinion thereon, and who shall also report whether in his Judgment the proposed Improvements will effect a permanent Increase of the yearly Value of the Land exceeding the yearly Amount proposed to be charged thereon in respect of the Improvements applied for; and the Commissioners may by themselves, or any Assistant Commissioner, Engineer, or Surveyor, make such other Inquiries in relation to any such Application as they shall think fit: Provided that the above Requirement as to increased annual Value shall not apply to any Outlay proposed to be made upon or in respect of planting only.

and require proposed Improvements or Provi-

XX. The Commissioners shall have Power to require such Alterations as they shall think expedient to be made in the Improvements proposed or in the proposed Mode of executing them, and they shall have Power to

to require the Terms and Conditions of the Provisional Contract with the Company to be changed for any other Terms or Conditions permitted by this Act: Provided always, that after the Publication of such Advertisement, and the Service of such Notices as herein-after mentioned, no such Alteration or Change shall be made as shall increase the maximum Amount which it was proposed to charge in respect of such Improvements, or affect the greatest and least Term over which it was proposed that the Rentcharge herein-after mentioned should be spread, as respectively stated in such Advertisement and Notices.

sional Contract to be modified.

XXI. Before any sanctioning Order, as herein-after defined, shall be made by the Commissioners, Notice shall be given of the Application by Advertisement inserted in Two successive Weeks in some Newspaper published in the County in which the Land to be improved lies, or in some County adjoining thereto, and also, in *England* or *Ireland*, where such Land or any Part thereof is in Mortgage, by a Notice in Writing given to every Person entitled to any Mortgage upon such Land or any Part thereof, who by reasonable Inquiry shall be known to be so interested, and in *Scotland*, where such Land or any Part thereof is subject to any Heritable Security, by a Notice in Writing given to the Holders of every Heritable Security on such Lands appearing upon the Records; and in such Advertisements and Notices respectively shall be stated the maximum Amount which it is proposed to charge in respect of the Improvements, and the greatest and least Terms over which it is proposed that the Rentcharge should be spread; and the Commissioners shall not make any Sanctioning Order until One Month shall have elapsed from the Publication of the Second of such Advertisements and the Service of such Notices (if any) respectively; and in case any Person having any Estate in or Charge or Security on such Land shall within such Month signify in Writing to the Commissioners his Dissent from such Application, stating therein the Nature of his Estate in or Charge or Security on such Land, the Commissioners shall certify such Dissent to the Landowner by whom the Application was made, and also to the Company, and shall not make any Sanctioning Order unless or until such Dissent be withdrawn, or an Order be made by the High Court of Chancery in *England* or *Ireland* respectively, or by the Court of Session in *Scotland*, in manner herein-after provided, authorizing the Commissioners to make a Sanctioning Order.

Advertisements and Notices preliminary to Sanctioning Order, and Power of Dissent by Persons interested.

XXII. If the Commissioners shall consider that any proposed Improvement would injuriously interfere with any navigable River or Canal respectively vested in or under the Management or Control of any Commissioners, Trustees, Conservators, Undertakers, Company, or other Body or Individuals, or the Banks or other Works or Conveniences thereof, or would occasion the Flow or Discharge into such River or Canal of any Drainage or other Matter, the Company or the Landowner shall

The same in case of navigable Rivers and Canals.

shall give Notice of the Application in Writing to such Commissioners, Trustees, Conservators, Undertakers, Company, or other Body or Individuals; and in case such Commissioners, Trustees, Conservators, Undertakers, Company, or other Body or Individuals, shall within One Month after the Receipt of such Notice signify in Writing to the Commissioners acting hereunder their Dissent from such Application, and state the Nature of their Interest in or Authority over such River, Canal, or Watercourse, the Commissioners acting hereunder shall certify such Dissent to the Landowner by whom the Application was made, and also to the Company, and shall not sanction the Improvement, unless or until such Dissent be withdrawn, or an Order be made by the High Court of Chancery in *England* or *Ireland* respectively, or by the Court of Session in *Scotland*, in manner herein-after provided, authorizing the said Commissioners to sanction the Improvement.

Consents necessary in case of Church Lands.

XXIII. When the Land to which the Application for a Sanctioning Order relates, or any Part of such Land, is held in right of any Church, Chapel, or other Ecclesiastical Benefice, the Commissioners shall not make any Sanctioning Order as to such Land, or so much thereof as is so held, unless and until the Patron of the Benefice, and in *England* and *Ireland* the Bishop of the Diocese, and in *Scotland* the Presbytery of the Bounds, shall signify to the Commissioners, by Writing under their Hands, their respective Consents to such Application.

In case of Dissent, Court of Chancery in England or Ireland, or Court of Session in Scotland, may authorize Commissioners to proceed.

XXIV. If and when any Dissent from any such Application to the Commissioners for their Sanction of proposed Improvements shall have been notified in Writing to the Commissioners, either by a Party interested in the Lands proposed to be improved (not being Lands held in right of any Church, Chapel, or other Ecclesiastical Benefice), or by the Commissioners, Trustees, Company, or other Body or Individuals interested in any River, Canal, Watercourse, or Waterworks which would or might be interfered with as herein-before mentioned, the Landowner desiring such Improvements and the Company, or either of them, may apply to the High Court of Chancery in *England* or *Ireland* where such Lands are situate in *England* or *Ireland* respectively, or to the Court of Session where such Lands are situate in *Scotland*, for an Order of such Court authorizing the Commissioners to entertain and proceed upon the Application for such proposed Improvements notwithstanding such Dissent; and such Application shall be made, as to Lands in *England*, to the Master of the Rolls or any One of the Vice-Chancellors sitting at Chambers, by Summons, calling on the Party dissenting and on the Commissioners to show Cause why such Order should not be made; and as to Land in *Ireland*, to the Master of the Rolls, by Summary Petition or otherwise, as he shall by any General Order direct; and as to Lands in *Scotland*, to either Division of the Court of Session in Time of Session, or to the Lord Ordinary sitting on

on Bills in Time of Vacation, by Summary Petition; and the Court or single Judge, as the Case may be, to whom such Application shall be made, shall hear and determine such Application, and for that Purpose shall have Power to make or direct to be made all such Inquiries, and receive and entertain all such Statements and Evidence, on Oath or by Affidavit, as such Court or Judge may consider necessary or desirable, or as may be produced before them or him; and if upon a Review and Consideration of all the Circumstances such Court or Judge shall be of opinion that the Commissioners should entertain and proceed upon such Application, an Order shall be made authorizing and requiring them to proceed thereon, and to deal with the same according to the Provisions of this Act authorizing them in that Behalf, notwithstanding such Dissent as aforesaid: Provided that if at any Time after Notification of such Dissent, and before any such Order shall have been applied for and made as aforesaid, such Dissent shall be withdrawn by a like Notification in Writing, it shall not be necessary to make or proceed with such Application, or to obtain such Order.

Service and Costs in Applications under preceding Clause.

XXV. On any such Application Service may be made on the Company and the Commissioners, whether within or out of the Jurisdiction of the Court, in the Manner herein or by "The Companies Clauses Consolidation Act, 1845," provided as to the Service of Summonses, Notices, and Process on them respectively; and where any Party dissenting shall be out of the Jurisdiction of the Court, it shall be lawful for the Court or Judge to order Service to be made in such Manner as such Court or Judge may think fit; and upon Proof to the Satisfaction of such Court or Judge that such Party has had actual Notice within a reasonable Time of such intended Application, it shall be lawful for such Court or Judge thereupon to hear and determine such Application; and the Costs of and attending every such Application shall be in the Discretion of the Court or Judge who shall hear the same, and such Court or Judge may make such Order thereon as shall be thought fit, and in particular may order that the same or any Part thereof, to be settled by such Court or Judge, or to be taxed according to the Course of the Court, shall be deemed to be Part of the Expenses of or incident to the proposed Improvements, and may be added thereto accordingly.

Representation of Persons under Disability for Dissents and Applications under preceding Clauses.

XXVI. All Husbands, Guardians, Tutors, Curators, Factors appointed by the Courts in *Scotland*, and Committees on behalf of married Women, Infants, Minors, Lunatics, Idiots, or furious or fatuous Persons, and all Feoffees and Trustees, Executors and Administrators, shall respectively have the same Rights and Powers of making Applications and signifying Dissents, and taking other Proceedings under this Act, as such married Women, Infants, Minors, Lunatics, Idiots, and furious or fatuous Persons respectively would have if free from Disability, or as such Feoffees or Trustees, Executors or Administrators, respectively, would have if the Estates

Charges, or Interests of which they are such Feoffees or Trustees, or which are vested in them as such Executors or Administrators, were vested in them in their own Right; but no such Guardian, Tutor, Curator, Factor, Committee, Feoffee, Trustee, Executor, or Administrator shall be in anywise compelled or obliged to signify a Dissent from any Application under this Act, or be in anywise responsible for the Consequences of such Application, or of any Charge made in pursuance thereof.

Commissioners Sanctioning Order.

XXVII. If the Commissioners shall be of opinion that the proposed Improvements or any Part thereof, whether with or without any Alterations by them required, would effect such a permanent Increase of the yearly Value of the Lands proposed to be improved, or any Part thereof, as will render the Amount proposed to be charged thereon under this Act, whether with or without any Alterations by them required or sanctioned, a provident and beneficial Outlay, they shall sanction such Improvements, or such Part thereof as they shall think expedient, if under the preceding Sections it shall be lawful for them so to do, by an Order under their Seal, and under the Hands of Two of them, to be called the Sanctioning Order, which shall express the Terms and Conditions on which the proposed Improvements, or the Part thereof sanctioned by them, are to be executed, as also the Limit of the Sum to be chargeable on the Lands comprised in such Order in respect of such Improvements.

Plans and Specifications to be authorized before Works commenced or continued.

XXVIII. None of the proposed Works or Improvements shall be commenced or continued unless and until there shall be contained or referred to in the sanctioning or in some supplementary Order detailed Specifications, and in the Case of Buildings, and also in any other Case, where required by the Commissioners, detailed Plans or Drawings of the Improvements to be commenced or continued, or of such Part of them as it shall be intended to execute within One Year from the Date of such Order, so that it shall be sufficient if in each successive Year such Specifications and Plans or Drawings of the Improvements to be made in that Year be so approved; and all such Specifications and Plans or Drawings shall, previous to their being inserted or referred to in any such Order, be examined, inspected, and reported on by an Assistant Commissioner or an Engineer or Surveyor, who shall report whether in his Judgment the Improvements proposed to be effected will be effected in a substantial and durable Manner, and, as to Farm Buildings, whether the same, or the Improvements of or Additions to the same, will be suitable to the Locality where they are to be erected: Provided that if any such detailed Specifications, Plans, or Drawings shall have been delivered to the Commissioners, together with or as Part of the Application to them mentioned in the Sixteenth Section hereof, and shall have been in consequence reported on as herein required, it shall not be necessary

sary that any Second Report shall under the present Section be at any Time made thereon.

Contents and Form of sanctioning and supplementary Orders.

XXIX. Every sanctioning or supplementary Order shall express, as to all the Improvements of which such Specifications, Plans or Drawings, shall be therein contained or referred to, whether the Execution thereof is undertaken by the Company, as also, either directly or by Reference to any future Certificate under the Seal of the Commissioners, and the Hands of any Two of them, the Sum or Sums to be advanced by the Company in respect of such of the same Improvements as they shall not undertake to execute, and the Sum or Sums to be actually charged on the Lands comprised in such Order in respect of all the same Improvements, whether their Execution shall be undertaken by the Company or not, with the respective Rates of Interest which such Sums when charged shall bear; and every sanctioning or supplementary Order shall be in the Form therefor respectively set forth in the Schedules (A.) and (B.) to this Act annexed, or as near thereto as Circumstances will admit, and shall be signed by the Landowner and sealed by the Company in testimony of their respective Consents thereto.

Effect of Sanctioning Order.

XXX. Every sanctioning or supplementary Order shall have the Effect of a Covenant by the Company with the Landowner, his Executors and Administrators, to pay to the Landowner, his Executors or Administrators, the Sum or Sums expressed in such Order, either directly or by Reference as aforesaid, as to be advanced in respect of all those Improvements (if any) the Execution of which shall not have been thereby expressed to be undertaken by the Company, upon their Execution or Completion to the Satisfaction of the Commissioners, or otherwise according to the Tenor of such Order; and if any such Order shall express that the Execution of any of the Improvements is undertaken by the Company, it shall have the Effect of a Covenant by the Company with the Landowner, his Executors or Administrators, and with all Persons entitled to any Remainder or Reversion in the Lands to be affected by such Execution, according to their respective Estates therein, that the Company will duly execute the Improvements so undertaken within the Time or respective Times and according to the Specifications and Plans or Drawings respectively mentioned and contained or referred to in the said Order, or with only such Deviations from the said Specifications and Plans or Drawings as shall be sanctioned by the Commissioners in manner herein-after provided.

Commissioners may modify original sanctioning

XXXI. The Commissioners may, from Time to Time, after the Issue of any sanctioning or supplementary Order, sanction any Modifications or Alterations of the Improvements or of any other Matter therein comprised or contained, on the Application either of the Landowner or

of

and supplementary Orders.

of the Company: Provided always, that no such Modification or Alteration shall increase the maximum Amount which it was proposed to charge in respect of such Improvements, or affect the greatest or least Term over which it was proposed that the Rentcharge should be spread, as respectively stated in the Advertisement and Notices hereinbefore required; and that every such Modification or Alteration shall require the Consent of all the Parties to the original Order, and shall be sanctioned by an Order in the Nature and as nearly as may be in the Form of an original sanctioning or supplementary Order, and subject to all the Provisions herein-before contained respecting such Orders and their Effect, and that the original and modifying Orders shall be construed together as One Order with respect to all Obligations which shall arise thereunder from and after the Date of the modifying Order.

Adjoining Lands, or Easements over them, may be sold for Purpose of Improvements, and Conveniences over adjoining Lands for the Execution of Improvements contracted for.

XXXII. All Persons interested in any Lands adjoining or near to the Land improved or proposed to be improved, and being, as to Lands in *England* or *Ireland* by the Provisions of "The Lands Clauses Consolidation Act, 1845," and as to Lands in *Scotland* by the Provisions of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," enabled to sell and dispose of such Lands so adjoining or near, or any Estate or Interest therein, may, for the Purpose of any Improvements authorized by this Act, sell and convey or grant to the Landowner whose Land has been or is proposed to be improved the same or any Part thereof, or any Easement, Authority, or Right in, through, over, or affecting such Lands so adjoining or near; and any such Land, Easement, Authority, or Right so sold and conveyed or granted shall thereupon become and thenceforth be held with or as appurtenant to or pertinent of the Lands improved or proposed so to be, and with reference to the Improvements whereof the same was purchased, and shall be held upon and subject to the same Uses, Trusts, Charges, and Incidents; and all such Persons as aforesaid may also make any Agreement with the Landowner, or with the Company or any other Person who shall have contracted for the actual Execution of the Improvements, or their respective Agents, with reference to entering on, cutting through or into, or prejudicially affecting such Lands so adjoining or near; and every such Sale, Conveyance, Grant, and Agreement shall be valid and effectual accordingly, and the Price or Consideration shall be settled by Two able practical Surveyors, or a Surveyor to be appointed by them, in manner provided by the Ninth Section of "The Lands Clauses Consolidation Act, 1845," or, as the Case may be, by the Ninth Section of "The Lands Clauses Consolidation (*Scotland*) Act, 1845," and shall be deposited as directed by the same respective Sections, and thenceforth become subject to the Provisions of the same respective Acts; and such Price or Consideration may be paid either by the Landowner or the Company, and, if paid by the Company, the Amount so paid may be included as Part of the

the Principal Money to be secured to the Company by an Absolute Order, as hereafter provided.

Works necessary to be made on adjoining Lands for Execution of Improvements may be made under 10 & 11 Vict. c. 38. or 10 & 11 Vict. c. 113.

XXXIII. Whenever the Commissioners shall think that it may be expedient, in order to obtain or improve the Outfall, for draining or warping any Lands under this Act, or otherwise with a view to the Improvement of any Lands under this Act, to enter and execute any Works upon any Land adjoining or near to the Land proposed to be improved, where by reason of the Objection or Disability of any Owner, Lessee, or Occupier of such Land such Works could not be otherwise executed, Proceedings may be taken, if the said Lands shall lie in *England*, under the Provisions of the Act of the Tenth and Eleventh Years of the Reign of Her present Majesty, Chapter Thirty-eight, intituled *An Act to facilitate the Drainage of Lands in* England *and* Wales, and if in *Scotland* under the Provisions of the Act of the Tenth and Eleventh Years of the Reign of Her present Majesty, Chapter One hundred and thirteen, intituled *An Act to facilitate the Drainage of Lands in* Scotland, but as though in such Act the Inclosure Commissioners for *England* and *Wales* had everywhere been named in place of the Sheriff; and if such Proceedings shall have been taken before the Issue of any sanctioning or supplementary Order under this Act, the Commissioners may by such sanctioning or supplementary Order declare the Works in respect of which they shall have been taken to be expedient, and such Works shall then be deemed to have been authorized by the Commissioners or by the Sheriff, as the Case may be, and the Provisions of the said respective Acts shall apply to them accordingly.

Sanctioning or supplementary Order to protect from Impeachment of Waste, and to authorize getting Materials from Land, &c.

XXXIV. Every sanctioning or supplementary Order shall be a full Authority to the Landowner, or to the Company in case it shall thereby have undertaken the Execution of the Improvements, and to all Persons employed by them respectively, to enter upon the Lands to be improved, and any adjoining or neighbouring Lands acquired or authorized to be entered under either of the Two last preceding Sections, and to execute in and on the same, without Impeachment of Waste by any Remainderman or Reversioner, all the Improvements sanctioned by the same Order, and that either according to the Plans and Specifications therein contained or referred to, or with such Deviations therefrom as may not diminish the permanent Benefit accruing from such Improvements to the Lands wherein they are made, and to do, execute, and use all such Acts, Works, and Conveniences as may be proper for making, maintaining, and using such Improvements; and for the Purpose of effecting any Improvement under this or the recited Acts it shall be lawful to get and work Freestone, Limestone, Clay, Sand, and any other Mineral or Substance out of the Land to be improved or charged, and to make Tramroads and other Ways, and to burn and make Bricks, Tiles, and other Things to be used in effecting such Improvements, and also for the same Purpose to cut

down and use any Timber or Trees not planted or serving for Shelter or Ornament.

Provisions for Case of Change of Landowner. Succeeding Landowner may complete Works, and receive Cost from Company, paying Compensation to preceding Landowner or his Representatives.

XXXV. The Death of the Landowner, or Transmission or Determination of his Interest, after the Date of the sanctioning or of any supplementary Order, shall in nowise impair any Right, Obligation, or Authority which would have otherwise resulted from such Order, but all such Rights, Obligations, and Authorities shall be respectively transferred to, imposed upon, and vested in the Person who shall succeed to the Character of Landowner as defined by this Act, so that the succeeding Landowner, and not the late Landowner, his Heirs, Executors, or Administrators, shall have full Authority to commence, continue, and complete any Improvements the Execution of which shall not by such Order have been undertaken by the Company: Provided that, in case the Improvements, or any Part thereof in respect of which a distinct Sum was in such Order expressed to be chargeable, shall have been actually commenced by the late Landowner, and the succeeding Landowner shall not, within Three Calendar Months after his Succession to the Character of Landowner, declare to the Company in Writing his Option to continue the Execution of such Improvements, their Execution may be continued and completed by the late Landowner, his Executors or Administrators; and that in every Case in which any Improvements in respect of which a distinct Sum was expressed to be chargeable shall have been executed by successive Landowners, the Landowner completing such Execution shall, in case of Dispute, be entitled to receive from the Company the whole Cost of such Improvements, and the previous Landowners, their Executors and Administrators, shall be entitled to recover a just Compensation from him at Law, on the Principle of *quantum meruit*.

Commissioners may inspect Works.

XXXVI. The Commissioners shall, if and as they see Occasion, cause the Works to which any Sanctioning Order relates to be inspected by a Commissioner or Assistant Commissioner, or an Engineer or Surveyor, to ascertain the due Execution thereof.

On Completion of Works, or Payment of Advance by Company, Commissioners to execute Charge;

XXXVII. When the Commissioners are satisfied that the Improvements sanctioned by them, or some Part thereof, have or has been duly executed, either according to the Plans and Specifications contained or referred to in any sanctioning, supplementary, or modifying Order, or with such Deviations therefrom as in the Judgment of the Commissioners will not diminish the permanent Benefit accruing from such Improvements to the Lands wherein they have been made, and that if the same Improvements have not been executed by the Company the Company have paid an Advance in respect of them according to their Covenant imported by the same Order, the Commissioners shall execute to the Company a Charge under their Hands and Seal upon the Inheritance or Fee of the Lands comprised in the Sanctioning Order for the Sum and Interest

Interest by the same Order expressed to be chargeable in respect of such Improvements, and for the Amount (if any) which shall have been advanced by the Company in respect of the Purchase of adjoining Lands, or of any Easement, Authority, or Right in, through, over, or affecting adjoining Lands, with Interest thereon after the like Rate.

by way of periodical Payment for a Term of Years, expressed in an Absolute Order.

XXXVIII. Every such Charge shall be by way of periodical Payment extending over a Term of Years to be fixed by the Commissioners, and to commence from the Time when the Works in respect of which the same was granted shall have been executed to the Satisfaction of the Commissioners, if the same shall have been executed by the Company, and if not to commence from the Time when the Company made their Advance in respect of them according to their Covenant imported by the Sanctioning Order, such Term not to be less than Fourteen Years nor to exceed Twenty-five Years; and such Rentcharge shall be payable half-yearly, and the first half-yearly Payment shall be made at the Expiration of Six Months from the Commencement thereof; and the Payment for each Half Year shall be and be expressed to be, as to Part thereof, a Repayment of a certain Amount of Principal Money, and as to the Remainder thereof, a Payment of Interest; and such Charge shall be made according to the Form in the Schedule (C.) to this Act annexed, or as near thereto as the Circumstances of the Case will admit, and shall be duly stamped for denoting Payment of the proper *ad valorem* Stamp Duty which would be payable on a Mortgage for securing the like Amount as the Principal Money thereby charged, and shall be called an Absolute Order; and a Copy of every such Absolute Order shall be authenticated by the Seal of the Commissioners, and shall be kept by them, and such Copy, and any Copy thereof authenticated by their Seal, shall be Evidence of the Contents and Purport of the same Absolute Order.

Expenses of Contract may be included in Charge.

XXXIX. If the Landowner is desirous that the Inheritance or Fee of the Lands to be improved should be charged with the Expenses of and incident to the Contract, the Commissioners, on the Application of such Landowner or of the Company, may ascertain the Amount of the Costs, Charges, and Expenses properly incurred preparatory to, for, in relation to, and consequent on the Contract and the Application to the Commissioners, and may include in the Principal Money charged by the Absolute Order on the Inheritance or Fee of such Lands the Amount of such Costs, Charges, and Expenses, and of the settled or taxed Costs, if any, which the Court or Judge shall have ordered as aforesaid to be deemed and taken to be Part of the Expenses of and incident to the Application for Improvements, or such Part thereof as the Commissioners think fit.

Company may lend Money for Commutation or Enfranchisement under Copyhold Acts, and take Charges under same Acts;

XL. It shall be lawful for the Company to lend Money for the Payment of any Consideration or Compensation for Commutation or Enfranchisement under the existing or any future Copyhold Acts, or of any Expenses chargeable upon a Manor or Land under the same Acts, and to take for their Repayment any Charge under the same Acts, either directly from the Copyhold Commissioners or by Transfer from the Person empowered to charge the Money so paid.

and may lend Money for Conversion of gross Charges under Copyhold Acts into terminable Rentcharges.

XLI. It shall also be lawful for the Company to lend Money for the Redemption of any Charge not by way of periodical Payment which shall be existing under the existing or any future Copyhold Acts upon any Manor or Land, and to take for their Repayment an Absolute Order of Charge from the Commissioners upon the same Manor or Land, in such Form, and by way of periodical Payment extending over any such Number of Years, as in the same Acts provided.

Company may lend on any Security without Assent of Commissioners, but Mortgage Debentures may be issued on Charges thus obtained only on Certificate of indefeasible Title.

XLII. It shall be lawful for the Company, without any Advertisement or Assent by the Commissioners, to make Advances on any Security, Real or Personal, and providing for any Mode of Repayment which they shall think fit to accept for executing or aiding the Execution of Improvements of Lands or for any other Purpose, and that whether the Lands (if any) to be improved or otherwise contemplated in the Purpose of the Advance, or the Lands (if any) on which a Security shall be taken by the Company, be situate in *Great Britain* or *Ireland*, or in *Jersey*, *Guernsey*, *Alderney*, *Sark*, the *Isle of Man*, or any of the Islands thereto respectively belonging; but no such Mortgage Debenture as herein-after mentioned shall be issued upon the Security of any Charge which the Company may obtain under the present Clause unless such Charge shall be certified as a first and indefeasible Charge upon the Lands therein comprised by some Officer authorized so to certify by some Act or Law then in force.

Rentcharges to be recoverable as Tithe Rentcharges or Feu Duties.

XLIII. Every Rentcharge on Land by virtue of this Act may be recovered by the Company or the Person for the Time being entitled to the same, as to Lands in *England* or *Ireland*, by the same Means and with the like Powers and in like Manner in all respects as a Rentcharge in lieu of Tithes would be recoverable if charged on the same Land under the Act of the Seventh Year of King *William* the Fourth, for the Commutation of Tithes in *England* and *Wales*, or under the Act of the First and Second Years of the Reign of Her present Majesty, to abolish Compositions for Tithes in *Ireland*, and to substitute Rentcharges in lieu thereof, and the several Acts passed for amending the same, as the Case may be, and as if such Rentcharge by virtue of this Act were a Rentcharge in lieu of Tithes made payable to the Company or such Person under the said Acts respectively; and as to Lands in *Scotland*, by the same

same Means and in the like Manner in all respects as any Feu Duties, or Rent or Annual Rent or other Payment out of the same Lands would be recoverable.

Interest on Arrears of Rentcharges.

XLIV. If any Rentcharge payable under this Act shall be in arrear, the same shall not bear Interest for a longer Period than Six Months, but Interest at Five Pounds *per Centum per Annum* in respect of such Arrear for any Period not exceeding Six Months may be recovered in the same Manner as the Sum in arrear; provided that if at the Expiration of Six Months from the Time of any Payment falling into arrear there shall not be upon the Land charged a sufficient Distress to answer and satisfy the said Payment and Interest thereon for the said Period of Six Months, together with the Costs and Charges of such Distress, then the Arrears of such Payment shall continue to bear Interest at the Rate of Five Pounds *per Centum per Annum* until Payment or Satisfaction thereof, and such Interest may be recovered in the same Manner as the Sum in arrear.

Company to have Charge for Principal Money from Time to Time un-repaid, with Priority over other Incumbrances.

XLV. From the Date of the Absolute Order the Company shall have a Charge on the Lands therein comprised for the Principal Money from Time to Time remaining undischarged by Payment of the Rentcharge, with Interest at the Rates in the several Cases herein-before respectively expressed, and such Charge shall have Priority over every other then existing and future Charge and Incumbrance affecting such Lands or Estates and Interests respectively, whether created under the Powers of any Act of Parliament or otherwise, except Quit Rents, Chief Rents, Feu Duties, Ground Annuals, and other Charges incident to Tenure, Tithe Commutation Rentcharges, and Teinds, and any Charges created or to be created under any Act authorizing Advances of public Money for Drainage, and any Charges then or thereafter to be executed on account of Monies advanced in pursuance of any Provisional Order which shall, previous to the Sanctioning Order under this Act, have been made under any other Act of Parliament authorizing the charging of Lands with the Expense of and incident to the Improvement of Lands, by or under the Sanction of the Inclosure Commissioners, if any; provided that in case a Part only of the Land charged is subject to a Mortgage or other Incumbrance, the Charge created under the Authority of this Act shall have Priority over the Mortgage or other Incumbrance only to the Extent of a due Proportion of such Charge, when and so soon as the same shall be ascertained under and pursuant to the Seventy-second Section of this Act.

Absolute Order to be conclusive Evidence of Charge.

XLVI. The Execution of the Absolute Order by the Commissioners and all other Persons (when any) hereby required to sign and seal the same shall be conclusive Evidence in all Courts and for all Purposes of the

the Validity of the Charge thereby expressed to be made, and no Inquiry shall be permitted either into the Title or Estate of the Landowner, or into that of an enfranchising Copyholder or Customaryholder, or into the due Performance of anything required to be done by this Act, or as to any other Matter on which the Validity of such Charge might but for this Enactment have depended.

Registry of Rentcharges in Middlesex, Yorkshire, and Scotland.

XLVII. A Memorial of every Absolute Order of the Commissioners, whereby a Rentcharge is created on Land in *Ireland*, *Middlesex*, or *Yorkshire*, in pursuance of this Act, shall be entered in the proper Office for the Registration of Deeds and Wills, and such Memorial shall express and contain the Date of the Order, and the Name and Address of the Landowner, and the Particulars of the Lands charged, and the Amount of the Rentcharge, and the Period during which the same shall have been made payable; and the Production of the Absolute Order, sealed with the Seal of the Commissioners, shall be a sufficient Authority to the Registrar for the Entry of such Memorial at the proper Registry Office; and all Grants of Rentcharges on Lands in *Scotland* shall be registered in the General or Particular Register of Sasines: Provided that every Rentcharge to which the present Clause applies shall have Priority as herein-before declared, any Law or Usage to the contrary notwithstanding.

Charges not to preclude Trustees from investing in Purchase or in Mortgage of Lands.

XLVIII. No Charge on Land made by any Absolute Order by virtue of this Act shall be deemed such an Incumbrance as shall preclude a Trustee of Money, with Power to invest the same in the Purchase of Land or on Mortgage, from investing it in a Purchase or upon a Mortgage of the Land so charged, unless the Terms of his Trust or Power expressly provide that the Land to be so purchased or taken in Mortgage be not subject to any prior Charge.

Proprietor of Scotch entailed Estate may avail himself of Act, and Rentcharge to be Charge on such Estate.

XLIX. No Proprietor of an entailed Estate in *Scotland* shall be held to have contravened the Conditions of the Entail by reason of his having availed himself of the Provisions of this Act, and no Rentcharge imposed or created on any entailed Lands in *Scotland* under the Authority of this Act shall be made use of as a Ground for adjudging, selling, or evicting such Lands or any Part thereof, contrary to the Provisions and Conditions of the Entail, but every such Rentcharge shall be a good and effectual Charge upon and against such entailed Lands to every other Effect, and upon and against the Rents and Profits thereof.

Charge to be held in Trust for Landowner advancing

L. In every Case in which a Landowner advances to the Company the Money to be charged on the Inheritance of the Lands of which he is the Landowner, the Company shall from the Commencement of the Charge, and in every Case in which a Landowner within Twelve Months after

after the Commencement of the Charge on the Lands of which he is the Landowner, and after not less than One Month's Notice in Writing to the Company, pays or tenders to the Company the Amount of all Principal Money for the Time being secured by the Charge, with the Interest (if any) and Costs (if any) due thereon, the Company shall from the making of such Payment or Tender be a Trustee for such Landowner, his Executors, Administrators, and Assigns, of the Charge, and shall, when thereunto required, and at his or their Expense, assign the Charge unto him or them for his or their absolute Benefit, or unto such other Person as he or they shall appoint.

the Money to the Company, or repaying same within Twelve Months from Commencement of Charge.

LI. Whenever by or under the Provisions of any Act of Parliament, Royal Charter, or Commission under the Great Seal, or the Seal of the Duchy of *Lancaster*, any public or general Works of Drainage or other Improvements shall be required or authorized to be executed, and the Cost thereof shall be directed or authorized to be assessed or charged upon the Inheritance of the Lands improved, then any Landowner who shall under such Act, Charter, or Commission have been assessed and shall have become liable to pay any Sum of Money so chargeable for or towards such Works and Improvements, or any of them, in respect of his Land, may apply to the Company to lend and advance to him the Money so assessed upon and payable by him, and such Landowner or the Company, or the Landowner and the Company jointly, may make Application to the Commissioners to sanction the Money so advanced being charged upon the Land in respect of which such Landowner shall have been so assessed; and if the Commissioners shall be satisfied that the Works or Improvements have been executed in accordance with the Requirement or Authority in such Act, Charter, or Commission contained, they may, after the Money shall have been so advanced to such Landowner by the Company, and duly paid by him, by an Absolute Order within the Meaning of the Thirty-eighth Section hereof charge upon the Inheritance or Fee of the Land in respect of which such Landowner shall have been so assessed the Amount so assessed and paid, or such Part of it as the Commissioners may be willing to sanction to be repaid with Interest to the Company.

Landowner may borrow from Company the Amount of certain public Assessments, and charge same on Inheritance,

LII. Such Absolute Order and Charge shall be made in the Form and for any Term provided by the Thirty-eighth Section hereof, and all the Provisions of this Act shall apply to such Absolute Order and Charge, in the same Manner and with the same Effect and Operation in all respects as if such Order and Charge had been made in respect of Improvements upon the said Land executed under the Powers of this Act; and if the Landowner is desirous that the Inheritance or Fee of the said Land should be charged with the Costs, Charges, and Expenses of and incident to the said Advance, Application, and Order, the Provisions of the Thirty-ninth Section hereof shall extend and apply to the present Case, in the same

in Form specified, together with Costs of Application.

same Manner as to the Costs, Charges, and Expenses of the Contract and Application in the said Thirty-ninth Section mentioned.

Company may issue Mortgage Debentures, founded on appropriate Charges.

[*See amending Act, 22 & 23 Vict. c.* cxciv.]

LIII. The Company may, with the Approval of the Commissioners, to be signified by an Endorsement under their Seal and the Hands of Two of them, upon the Charges to be affected thereby, indicating that such Charges respectively have been appropriated as herein-after mentioned, appropriate or set apart any Charge or Charges payable to the Company hereunder, and, in the Case of the Forty-fourth Section hereof, certified as therein mentioned, as the Fund for the Payment of a Series of Mortgage Debentures to be founded upon and secured by such appropriated Charge or Charges, and every such Appropriation shall be distinguished by a particular Number, and the Charge and Charges comprised therein shall be duly registered by the Company, and a Duplicate Copy of such Registry shall be delivered to the Commissioners; and when any such Appropriation has been made, the Company may, with the Approval of the Commissioners, issue a Series of Mortgage Debentures founded on each Appropriation of Charges, and according to the Form set forth in the Schedule (D.) to this Act annexed, or as near thereto as Circumstances will admit; and every Series of Mortgage Debentures shall be numbered in arithmetical Progression, beginning with No. 1, and each Debenture shall have its proper Number written thereon, and shall be made payable by the Company on a Day and at a Place to be stated thereon, with Interest half-yearly in the meantime after the Rate to be specified on such Debenture; and each Series of Debentures shall be so divided and arranged that no greater Sum shall be payable in any One Year in respect of the whole Series for Principal Money and Interest together than the Amount payable by the Landowner or Landowners during the same Year in respect of the appropriated Charge or Charges on which such Series of Debentures is founded; and every Sum payable on any Mortgage Debenture issued by the Company shall be made payable at least Fourteen Days next before the Time at which the Charge or Charges appropriated to the Payment of such Mortgage Debentures is or are to be paid by the Landowner or Landowners; and such Mortgage Debentures may be assigned by Indorsement, under Hand only, in the Form set forth in the said Schedule (D.), or as near thereto as Circumstances will admit; and every such Mortgage Debenture and Assignment shall for the Purposes of Stamp Duty be subject to the Laws for the Time being in force with respect to the Stamp Duties payable in respect of Bonds and Mortgages of public Companies as Securities for Monies borrowed by them, and of the Transfers of such Bonds and Mortgages.

Provisions relating thereto.

If Mortgage Debentures not paid, Receiver

LIV. If the Company shall omit to make any Payment of Principal or Interest when due upon any Mortgage Debenture, the Payee or Holder of such Debentures shall be entitled to recover the Sum so due from

from the Company by Action at Law, or in the Case of Debentures applicable to Charges on Land in *England* or *Ireland* may apply to the High Court of Chancery in *England* or *Ireland* respectively in the Matter of this Act, in *England* by a Summons at the Chambers of the Master of the Rolls or of any One of the Vice-Chancellors, and in *Ireland* to the Master of the Rolls by Summary Petition or otherwise, as he shall by any General Order direct, for the Appointment of a Receiver by the said Court, and in the Case of Debentures applicable to Charges on Land in *Scotland* may apply to either Division of the Court of Session, or in Time of Vacation to the Lord Ordinary on Bills, for the Appointment of a Judicial Factor for receiving and collecting all the Payments then due or thereafter to accrue due on the Charge or Charges appropriated as aforesaid as the Fund for Payment of the Series of Mortgage Debentures of which any Mortgage Debenture omitted to be paid as aforesaid may form Part; and such Summons or Notice of such Petition, as the Case may be, shall be served on the Company, and thereupon such Judge, or the Court of Session, or Lord Ordinary, as the Case may be, if he or they shall think fit, shall appoint some proper Person to be such Receiver or Judicial Factor, according to the Course of the Court; and such Receiver or Factor shall have the like Powers and Authorities to receive and recover the accruing Payment of such Charge or Charges as are by this Act given to the Company; and the Receiver or Factor so appointed shall apply the Money to be received in respect of such Charge or Charges in satisfaction of the Arrears then due on the said Series of Debentures, and shall pay over the Surplus, if any, after Payment of Costs, Charges, and Expenses, to the Company: Provided that after Notice of such Nonpayment by the Company shall have been given to the Landowner liable to any Charge appropriated as aforesaid such Landowner shall not, in case such Receiver or Factor shall be appointed, make any further Payment to the Company, and thereupon the Powers of the Company in respect of such Charge shall cease for so long as the Appointment and Powers of such Receiver or Factor shall continue. may be appointed.

LV. In case a Receiver or Factor shall have been appointed under the last preceding Section hereof, and the Money received by him shall not be sufficient to satisfy the Arrears then due on the said Series of Mortgage Debentures, and the Costs, Charges, and Expenses, such Receiver or Factor may and shall demand and recover the same from the Company as a Debt due to him from them, in an Action or Suit brought in his own Name, and shall apply the Money so received and recovered by him in the same Manner as the Money received by him in respect of such Charge or Charges. Receiver may recover Balance from Company.

LVI. The Company may assign any Charge not appropriated for the Payment of a Series of Mortgage Debentures issued by the Company Company may assign Charges;

by Deed under the Common Seal of the Company, and under the Hands of Two of the Directors of the Company, and duly stamped, and wherein the Consideration is truly stated; and such Assignment may be according to the Form in Schedule (E.) to this Act annexed, or to the like Effect; and all Assignments made in such Form, or as near thereto as the Circumstances of the Case will admit, shall be effectual to vest, both at Law and in Equity, the Charge thereby assigned, and all the Powers, Authorities, Rights, and Remedies of the Company with reference to such Charge, in the Assignee, his Successors, Executors, Administrators, and Assigns respectively.

or borrow on them,

LVII. The Company may from Time to Time borrow Money on the Security of any of their Rentcharges not appropriated for Mortgage Debentures.

by way of Mortgage;

LVIII. For the Purpose of securing the Repayment of the Money so borrowed, the Company may execute to the Person advancing the same an Assignment by way of Mortgage of any Rentcharge or Rentcharges not appropriated as aforesaid.

in Form and with Effect specified.

LIX. Every such Mortgage shall be by Deed under the Common Seal of the Company, duly stamped, and in which the Consideration shall be truly stated, and may be in the Form set forth in the Schedule (F.) to this Act, or as near thereto as Circumstances will admit; and in every such Mortgage shall be implied, unless the contrary be expressed, a Covenant by the Company that they have Power to convey or assure the Rentcharges and other the Premises declared to be conveyed or assured to the Mortgagee, free from Incumbrances, except the receiving or recovering such Monies as may before then have become payable upon the said Rentcharges.

Transfers of such Mortgages.

LX. Every such Mortgage may be transferred by Deed in the Form set forth in the Schedule (G.) to this Act or as near thereto as Circumstances will admit, duly stamped as a Transfer of a Mortgage, and in which the Consideration shall be truly stated; and in every such Transfer shall be implied, unless the contrary be expressed, a Covenant on the Part of the Transferor that, notwithstanding any Act or Default of the Transferor, he was at the Time of the Execution thereof entitled to convey or assure the Rentcharges and other the Premises declared to be conveyed or assured to the Transferee, free from Incumbrances, except the receiving the Monies which may before then have become due and payable upon the Mortgage.

Effect of Mortgages and Transfers.

LXI. Every such Mortgage and Transfer shall effectually assign and transfer to the Mortgagee or the Transferee, as the Case may be, all the Powers, Rights, and Remedies of the Company with reference to

to such Charges respectively, to be exercised by him, his Executors, Administrators, Assigns, or Successors, subject to the Proviso next following.

Company to receive Rentcharge, &c. until Default.

LXII. Provided always, That until such Default, and the giving of such Notice as herein-after mentioned, the Company may and shall receive and recover all Monies payable upon or in respect of the Rentcharges comprised in such Mortgage, and shall have and exercise all the Powers, Rights and Remedies for the Receipt and Recovery of the same, as if no such Mortgage had been made, and that until such Default and Notice the Receipt of the Company for any Payment due upon such Charge shall be an effectual Discharge for the same.

Mortgagee or Transferee may give Notice on default.

LXIII. If Default shall be made by the Company in Payment of the Principal Money or any Instalment thereof, or of any Interest, for Seven Days after the Time at which, according to the Terms of any such Mortgage, such Principal Money, Instalment, or Interest shall become payable, the Mortgagee or other the Person for the Time being entitled to the Mortgage may at any Time (before full Payment of the Amount so in arrear) give Notice in Writing, signed by himself or his Agent, to the Landowner or respective Landowners upon whose Estates such Rentcharges are charged, or their Tenants respectively, requiring him or them to pay the Monies payable upon or in respect of such Rentcharges to such Mortgagee or other Person entitled as aforesaid, and not to the Company.

Rights of Mortgagee or Transferee after Notice.

LXIV. After such Default and Notice, the Mortgagee or other the Person for the Time being entitled to the Mortgage may at all Times thereafter receive and recover all Monies then payable or thereafter becoming payable upon or in respect of such Rentcharges, and may exercise all the Powers, Rights, and Remedies of the Company in reference to such Rentcharges, and the Receipt of such Mortgagee or other Person for any such Payment shall be an effectual Discharge for the same to the Person making such Payment; and the Person making such Payment shall not be bound to inquire whether in fact any such Default was made in Payment of any Principal Money, Instalment, or Interest as aforesaid, or whether such Notice was duly and properly given, and notwithstanding any Irregularity or Defect in any such respect such Payment shall be an effectual Discharge.

His Rights against Company saved.

LXV. The Receipt or Recovery by such Mortgagee or other Person as aforesaid of any Monies payable upon the Rentcharges mortgaged, or the Exercise by him of any such Powers, Rights, and Remedies as aforesaid, shall not in any way prejudice or affect his Rights and Remedies against the Company upon the said Mortgage.

LXVI. Not-

Mortgagee or Transferee may withdraw Notice by Agreement.

LXVI. Notwithstanding the Service of any such Notice, and any Acts thereafter done by the Mortgagee or other the Person entitled as aforesaid in receiving or recovering any Monies payable upon the Rent-charges mortgaged, it shall be lawful for the Company and such Mortgagee or other Person, by Arrangement between themselves, and on such Terms as they shall think fit, to agree that such Notice shall be withdrawn, and that the Company and such Mortgagee or other Person shall respectively be remitted to the same Position, and be entitled to the same Powers, Rights, and Remedies, as if such Notice had not been given; and thereupon, and after due Notice in Writing to the Landowner of the Withdrawal of such former Notice, which Second Notice shall also be signed by such Mortgagee or other Person, or his Agent, such Agreement shall thenceforward take effect and operate accordingly.

Company to keep Registers of Orders; of Apportionments, Assignments, and Mortgages of Charges; of Transfers of such Mortgages, and Issue of Mortgage Debentures.

LXVII. The Company shall cause to be kept Registers of all sanctioning, supplementary, modifying, and absolute Orders, and Apportionments of Charges under this Act, specifying the Land comprised in each Order, and of all Assignments and Mortgages of Charges by the Company, and of the Issue of Mortgage Debentures founded on Charges, and of all Transfers of such Mortgages, and Transmissions thereof by Death, Marriage, Bankruptcy, or otherwise, with the Dates of such Transfers and Transmissions, and the Names and Addresses of the Transferees or other Persons entitled, when and so soon as the same shall be communicated to the Company in Writing; and until the said Dates, Names, and Addresses shall have been communicated to them in Writing the Company shall not be bound to recognize the Title of any Transferee or other Person so entitled to any such Mortgage.

Inspection of Registers.

LXVIII. Such Registers may be inspected without Fee or Reward at all reasonable Times by any Shareholder of the Company, or by any Debenture Holder, or by any Person interested in the Lands charged or in any Charge; and any such Person may, without Fee or Reward, take a Copy or Extract of so much of such Register as relates to the Subject Matter in which he is interested.

Charges and Mortgage Debentures to be Personal Property, but Money authorized to be invested on Real Security may be invested therein, or on Mortgages of Charges.

LXIX. Every Charge under this Act, or Mortgage Debenture founded on such a Charge, shall as regards the Holder thereof be deemed to be Personal Property; but all Trustees, Directors, and other Persons who may be directed or authorized to invest any Money on Real Security shall (unless the contrary be provided by the Instrument directing or authorizing such Investment) have Power, at their Discretion, to invest such Money in the Charges or on the Mortgage Debentures of the Company, or on Mortgages of such Charges.

Tenants for Life to keep

LXX. Every Landowner on whose Land a Charge shall have been made under this Act, and every succeeding Tenant for Life, Tenant in Tail,

Tail, and other Person having a limited Interest in the Land so charged, shall, as between such Person and the Persons in Remainder or Reversion, be bound to pay the yearly or other periodical Payments of such Charges which become payable during the Continuance of his Interest, and in case he be in the actual Occupation, or entitled to an apportioned Part of the Rents and Profits of such Land up to the Time of the Termination of his Interest, shall also be bound to pay an apportioned Part of the yearly Rent or other periodical Payment of such Charge which becomes due next after the Termination of his Interest, proportional to the Time which elapsed between the Day for the previous Payment and the Day of such Termination: Provided that any such Person entitled in Remainder or Reversion, and becoming entitled in Possession, shall not be liable, as between himself and the Company or their Assignees, to pay any Arrears of the Charge remaining unpaid at the Time of his Estate or Interest in Remainder or Reversion becoming an Estate or Interest in Possession, exceeding the Amount of Two Years Payment of such Charge: Provided also, that the Amount paid by such Person in respect of such Arrears, and any Costs occasioned by Nonpayment thereof, shall be a Debt from the Person who in the first instance ought to have paid the same, or from his Estate, to the Person who paid the same, and shall be recoverable accordingly.

down Rentcharges.

LXXI. If any Tenant or Occupier at a Rent join in the Application for an Improvement, or by Writing under his Hand signify to the Commissioner, or to an Assistant Commissioner or Engineer, his Consent to become charged with the Charge or an apportioned Part thereof, as herein-after mentioned, such Tenant or Occupier shall during his Tenancy or Occupation be liable to pay the Charge or an apportioned Part thereof, as herein-after mentioned; and in case the Charge be made in respect of the Improvement as well of other Land as of the Land included in such Tenancy or Occupation, the Commissioners may, upon such Concurrence or Consent of such Tenant or Occupier, declare in the Absolute Order what Portion of the whole Charge payable in respect of the Improvement shall be payable by such Tenant or Occupier during his Tenancy or Occupancy in respect of the probable Improvement of the Land included in his Tenancy or Occupation; but, except as aforesaid, every Tenant or Occupier who pays such Charge shall be entitled to deduct the Amount thereof from the Rent payable by him to the Landowner, and shall be allowed the same in account with him.

Tenant may deduct Rentcharge, unless he has agreed to pay it.

LXXII. If it be at any Time represented to the Commissioners that the Land charged under this Act is occupied in separate Farms or other Holdings, or has become the Property of separate Owners, or that the Owner thereof is entitled thereto under separate Titles or for distinct and separate Interests, or is desirous to sell or dispose of a Part of such Land, or that Part only of such Land is subject to any

Rentcharges may be apportioned.

Mortgage or other Incumbrance, or that for any other Reason it would be desirable that such Charge should be apportioned, the Commissioners may, with the Consent of the Landowner, or, if the Land has become the Property of separate Owners, or a Part thereof is subject to any Mortgage or Incumbrance, then upon the Application of any One of such Owners, or of such Mortgagee or Incumbrancer, but in every Case with due Notice to the Company, or to the Assignee of the Charge, or the Husband, Guardian, Tutor, Curator, Committee, or Trustee of such Assignee, if a married Woman, Infant, Lunatic, Idiot, or furious or fatuous Person, and to such other Parties (if any) as the Commissioners think right, by Order under the Seal of the Commissioners, apportion such Charge so that a separate and distinct Charge may become charged on each separate Farm or Holding, or on the Land of each Landowner, or on the Land held under each separate Title or for each distinct and separate Interest, or on the Part or each Part which the Landowner is desirous to sell or dispose of, and the Part intended to be retained by him, or on the Part subject to such Mortgage or other Incumbrance, and on the Residue or on any other separate Parts of the Land, but so that no Charge charged under such Apportionment shall be less than Twenty Shillings for each half-yearly Payment; and every such apportioned Charge shall be recoverable in the same Manner as if the same had been originally charged under this Act on the Land on which the same is charged by such Order, and shall, for all the Purposes of this Act, be deemed to be substituted in so far for the original Charge on such Land.

Improvements to be upheld, and Condition thereof certified.

LXXIII. So long as any Land shall continue charged with any Charge hereunder, the Person for the Time being bound to make the periodical Payments of such Charge shall uphold the Improvements and Works in respect of which such Charge is made, and shall keep clear and open the Outfalls and Watercourses of all the Drains, if any, and shall, if required, either by the Commissioners or by the Company, or by any Person who shall for the Time being be interested in such Charge, under any Assignment or Mortgage thereof, once in every Year certify to the Commissioners the State of such Improvements and Works and of such Outfalls and Watercourses (if any); and if such Person shall not so keep and uphold such Improvements and Works and such Outfalls and Watercourses (if any), or shall fell, or cause or knowingly permit to be felled, except in proper thinning, any Trees planted under the Authority of this Act as an Improvement, he shall be liable to an Action on the Case, in the Nature of an Action of Waste, for the Damage thereby occasioned, at the Suit of any Person entitled to any Estate in Remainder or Reversion in such Lands.

Power to enter on neighbour-

LXXIV. Every such Person as mentioned in the last preceding Section may from Time to Time, after the making of the Improvements, by

by themselves, their Engineers, Surveyors, Agents, Servants, and Workmen, enter upon any Lands in, through, or upon which any of the Works are executed, to ascertain the Condition of the Works, and to maintain and repair the same, nevertheless paying to the Person for the Time being enabled by this Act to sell or grant any Easement in such Lands, in case the Parties differ about the same, such Compensation as shall be determined by Two Justices or the Sheriff, as provided by the "Lands Clauses Consolidation Act, 1845," or the "Lands Clauses Consolidation (*Scotland*) Act, 1845," for Settlement by Justices and Sheriffs respectively of Questions of disputed Compensation: Provided that as to any Land adjoining or near the Land improved, to which the Provisions of the Acts of the Tenth and Eleventh Years of the Reign of Her present Majesty, Chapters Thirty-eight and One hundred and thirteen, are herein-before expressly made applicable, the Powers of Entry upon such Lands for any of the Purposes aforesaid shall be subject to and be regulated by the Provisions of those Acts respectively.

ing Lands for Repair of Works, making Compensation.

LXXV. When any Farmhouses, Farm Buildings, or Works susceptible of Damage by Fire shall have been erected, improved, or added to under this Act, wholly or in part, with Money borrowed from the Company, then, so long as any Land shall continue charged under this Act in respect thereof, the Person for the Time being bound to make the yearly or other periodical Payments of such Charge shall insure and keep insured against Damage by Fire all such Farmhouses, Farm Buildings, and Works, in an Amount equal to the Principal Amount originally secured by such Charge at the least; and such Person shall once in every Year certify to the Company the Fact of such Insurance, and the Particulars thereof, and that the Premium and Duty for such Insurance for the Year then current have been duly paid; and if such Persons shall not insure or keep insured such Farmhouses, Farm Buildings, and Works, or shall not duly certify such Matters upon Request, it shall be lawful for the Company, with the Assent of the Commissioners, to insure against Damage by Fire the said Farmhouses, Farm Buildings, and Works in an Amount not exceeding the Principal Amount originally secured by such Charge, and either in the Name of the Person by whom such Default shall have been made, or in the Name of the Landowner mentioned in the Absolute Order, and thereafter to keep the same insured during the Continuance of the said Charge, and to pay for such Insurance such Premium as they may think reasonable; and the Person for the Time being bound to pay the periodical Payments of such Charge shall from Time to Time, on the Day on which the next Payment shall become due on the said Charge, repay to the Company any Sums so paid by them for Premium and Duty upon such Insurance; and in default of such Payment the Amount of such Premium and Duty, with Interest thereon at the Rate of Five Pounds *per Centum per Annum* from the Time of such

Farmhouses, &c. to be insured. Power to Company to insure in case of Default.

such Default, may be recovered by the Company by the same Means and in the like Manner as if the same had been payable as Part of the said Charge.

Persons interested may appoint Agents.

LXXVI. Any Landowner may, by a Power of Attorney given in Writing under his Hand, appoint any Person to be an Agent to act for him for the Purposes of this Act, and all Things which by this Act shall or may be done by or with relation to any such Landowner may be done by or with relation to the Agent so duly authorized by such Landowner; and every such Agent shall have full Power, in the Name and on behalf of his Principal, to act in all respects for the Purposes of this Act; and every Person shall be bound by the Acts of any such Agent according to the Authority committed to him, as fully as if the Principal of such Agent had so acted; and the Power of Attorney under which the Agent acts, or a Copy thereof, authenticated by the Signature of a Witness, shall be deposited in the Office of the Commissioners; and any such Power of Attorney may be in the Form in the Schedule (H.) to this Act annexed, or to the like Effect.

Assistant Commissioners may take Declarations and examine Witnesses.

LXXVII. Every Assistant Commissioner acting by the Authority and in the Execution of this Act may receive Declarations and Statements, and examine upon Declaration all such Persons as may attend before him in the Matter, Inquiry, or Proceeding under the Authority of this Act.

Punishment of Persons giving false Evidence.

LXXVIII. If any Person, under the Provisions of this Act, shall wilfully give false Evidence, or shall make or subscribe a false Statement or Declaration for the Purposes of this Act, such Person so offending shall in *England* or *Ireland* be deemed guilty of a Misdemeanor, and in *Scotland* of a Crime and Offence, and shall be punished accordingly.

Service of Summonses, &c. on Commissioners;

LXXIX. Any Summons or Notice, or any Proceeding at Law or in Equity, requiring to be served upon the Commissioners, may be served by the same being left at or transmitted through the Post directed to the principal Office or One of the principal Offices of the Commissioners.

and of Notices on other Persons.

LXXX. In all Cases in which it shall be necessary, under the Provisions of this Act, to serve any Notice upon any Person, it shall be sufficient to send such Notice in a registered Post Letter, directed to such Person at his then or last known Place of Residence or of Business, unless the Letter containing such Notice shall be returned from the Post Office as undelivered; and if such Person shall not have any Place of Residence or of Business within *Great Britain* or *Ireland*, or if the Place of Business or of Residence of such Person cannot with due Diligence be ascertained, then such Notice may be served upon such other

other Person as his Representative, or be given in such other Manner as the Commissioners shall in such Case direct or approve.

Saving Rights of the Crown.

LXXXI. Nothing in this Act contained shall authorize any Person or the Company to purchase, take, use, or interfere with, or the Commissioners to make any Order with respect to, any Land, Soil, or Water, or any Right in respect thereof, belonging to Her Majesty in right of Her Crown, without the previous Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or if the Property should be under the Management or Control of Her Majesty's Commissioners of Works and Public Buildings, without the Consent in Writing of such last-mentioned Commissioners, and which Consent the said respective Commissioners are hereby authorized to give; and nothing in this Act contained shall divert, alter, or affect any of the Rights, Powers, or Estates vested in Her Majesty in right of Her Crown.

Saving Rights of the Commissioners of Her Majesty's Works, &c.

LXXXII. Nothing in this Act contained shall authorize any Person or the Company to purchase, take, use, or interfere with, or the Commissioners to make any Order with respect to, any Land, Soil, or Water, or any Right in respect thereof, the Management or Control of which is or may for the Time being be vested in the Commissioners of Her Majesty's Works and Public Buildings on behalf of or in trust for Her Majesty or the Public, without the Consent in Writing of the said last-mentioned Commissioners, which they are hereby authorized to give.

Saving Rights of the Duchy of Cornwall.

LXXXIII. Provided always, That nothing contained in this Act or in the several Acts incorporated herewith or herein mentioned or referred to shall extend to authorize the Company to take, use, enter upon, or interfere with any Land, Soil, or Water, or any Rights in respect thereof, belonging to Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, without the Consent in Writing of Two or more of the principal Officers of the said Duchy, and which Consent such principal Officers or any Two of them are hereby authorized and empowered to give, or belonging to the Duke of *Cornwall* for the Time being, without the Consent of such Duke testified in Writing under the Privy Seal of such Duke first had and obtained for that Purpose; or to take away, diminish, alter, prejudice, or affect any Property, Rights, Profits, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

Saving Rights of Duchy of Lancaster.

LXXXIV. Nothing in this Act contained shall authorize any Person or the Company to purchase, take, use, or interfere with any Lands, Soil, or Water, or any Right in respect thereof, belonging to Her Majesty in right of the Duchy of *Lancaster*, without the previous Consent in Writing

of the Chancellor of the said Duchy of *Lancaster*, which Consent such Chancellor is hereby authorized to give, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of Her said Duchy of *Lancaster*.

Saving Rights of Admiralty.

LXXXV. Nothing in this Act contained shall authorize any Person or the Company to purchase, take, use, or interfere with any Land, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Lord High Admiral or the Commissioners for the Time being for executing the Office of Lord High Admiral, without the previous Consent of the Lord High Admiral or of the same Commissioners, or any Two of them, signified in Writing under the Hand of the Secretary of the Admiralty, and which Consent the Lord High Admiral or the same Commissioners or any Two of them are hereby authorized to give.

Plans to be deposited with Admiralty before commencing Works below High-water Mark.

LXXXVI. Previously to commencing any Work below High-water Mark the Company shall deposit at the Admiralty Office Plans, Specifications, and Working Drawings of every such Work, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and every such Work shall be constructed only in accordance with such Approval; and when any such Work shall have been commenced or constructed, it shall not be lawful at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent and Approval; and if any such Work shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the said Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Landowner or of the Company, whichever executed the said Work, and the Amount thereof shall be a Debt due from the Landowner or the Company respectively to the Crown, and be recoverable accordingly, with Costs of Suit.

Landowners to pay Expenses of Survey ordered by Admiralty.

LXXXVII. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Embankment or Work proposed to be constructed under the Powers of this Act in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Landowner shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Landowner,

owner, and if not paid, upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Landowner.

Admiralty may remove Works abandoned or fallen into Decay.

LXXXVIII. If any Embankment or Work constructed under the Powers of this Act in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Embankment or Work which affects or may affect any such Water or River or the Access thereto, shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Landowner, and the Amount thereof shall be a Debt due from the Landowner to the Crown, and be recovered accordingly, with Costs of Suit.

Saving Rights of Admiralty.

LXXXIX. Nothing in this Act contained shall authorize any Person or the Company to purchase, take, use, or interfere with any Land, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty's Principal Secretary of State for the War Department for the Time being, without the previous Consent of the same Principal Secretary, signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give.

Saving Rights of Commissioners of Sewers.

XC. Nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Rights, Privileges, Powers, or Authorities vested in or to be discharged by any Commissioners of Sewers appointed by any Commission under the Great Seal or under the Seal of the Duchy of *Lancaster*, or in or by any other lawful Commission of Sewers, or the Commissioners appointed under any Local or Private Acts of Parliament for Sewers or Drainage; nor shall any Work be done which in any way interferes with any Sewers, Drains, or Watercourses under the Control of any Commissioners of Sewers; and no new Sewers, Drains, or Watercourses, or Works of Drainage, shall be made or done under the Powers of this Act within the District and Jurisdiction of any such Commissioners, unless the same be previously approved by those Commissioners; and all such Works shall be carried on and completed under the Direction and Control of the same Commissioners and their Officers; and all Sewers, Drains, Watercourses, and Works of Drainage made under this Act within the District and Jurisdiction of any Commissioners of Sewers shall be and remain subject in all respects to the Jurisdiction of those Commissioners; and whenever any Works of the Company would intersect or interfere with any Sewer, Drain, or Watercourse under the Control of any such

such Commissioners, the Company shall, before any such Works be made, construct such proper Sewers or Works of Drainage, and also comply with such Orders and Regulations as those Commissioners shall require or make to guard against Injury to the Drainage of the District.

Works connected with Thames to be executed under Direction of Conservators of Thames;

XCI. All Works executed under the Authority of this Act in or connected with the River *Thames* or the Towing-path thereof, within the Jurisdiction of the Conservators of the River *Thames*, shall be executed according to a Plan to be approved by such Conservators, and to be deposited at their Office; and such Works shall be executed and performed to the Satisfaction of the Engineer for the Time being of such Conservators; and nothing herein contained shall extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the said Conservators did or might lawfully claim, use, or exercise.

and to be approved by the Admiralty.

XCII. No Works upon the Bed or Shores of the River *Thames* below High-water Mark shall at any Time be commenced or executed, under the Direction or with the Sanction or Permission of the Conservators of the River *Thames* or otherwise, without the same having been previously approved of by the said Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral, such Approval to be from Time to Time signified in Writing under the Hand of the Secretary of the Admiralty, or if such Approval be not previously obtained, without proper Conditions being made to provide for the immediate Removal of all such Works upon Notice from the Admiralty, under the Hand of the Secretary of the Admiralty, requiring the same to be removed.

For Protection of Metropolitan Board of Works, &c.

XCIII. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of or so as prejudicially to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under the Metropolis Local Management Act, 1855, or with any Sewers or Works to be made or executed by such Boards or Vestry, or any of them, or shall or may in any way prejudicially affect the Sewerage or Drainage of the Districts under any or either of their Control, the Landowner or the Company, as the Case may be, shall not commence such Works until he or they shall have given to the said Metropolitan or District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination of

of the intended Works, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same (unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid); and the Landowner or the Company respectively shall comply with and conform to all Directions and Regulations of the respective Board or Vestry in the Execution of the said Works, and shall provide any new, altered, or substituted Works, in such Manner as such Board or Vestry may deem necessary, for the proper Protection of the Sewers and Works herein-before referred to, and for preventing Injury or Impediment thereto, by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan or District Board or Vestry respectively against all and every Expense to be occasioned thereby; and all such Works as may be so required shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan or District Board or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Landowner or the Company respectively; and when any new, altered, or substituted Works as aforesaid, or any Works of Defence connected therewith, shall be completed, by or at the Costs, Charges, or Expenses of the Landowner or Company, under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Boards and Vestry respectively as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Boards and Vestries, or any of them, or their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

For Protection of Water Companies, &c.

XCIV. Nothing in this Act contained shall be held or construed to authorize any Person or the Company to take, otherwise than by Agreement, any Land of any Waterworks Company or Waterworks Commissioners, or to alter or interfere with any Works or Property of any such Company or Commissioners, without their previous Consent in Writing, or to authorize any Person or the Company to foul or otherwise injuriously interfere with or affect any Stream or Supply of Water which any Waterworks Company or Waterworks Commissioners are authorized to use for the Purposes of their Undertaking.

For Protection of Canals, Rivers, &c.

XCV. All Works executed under the Authority of this Act in or connected with any River, Canal, or Inland Navigation, or the Banks or Towing-paths or Works thereof, vested in or under the Jurisdiction or Management of Corporations, Conservators, Trustees, Commissioners, Undertakers, or Individuals, or in respect of the Navigation whereon or

the Use whereof such Corporations, Conservators, Trustees, Commissioners, Undertakers, or Individuals are entitled by virtue of any Act of Parliament to the Receipt of any Tolls or other Dues, shall be executed according to a Plan to be approved by such Corporations, Conservators, Trustees, Commissioners, Undertakers, or Individuals, and to be deposited at their Office; and such Works shall be executed and performed to the reasonable Satisfaction of the Engineer for the Time being of such Corporations, Conservators, Trustees, Commissioners, Undertakers, or Individuals; and nothing in this Act contained shall extend to prejudice or derogate from the Estates, Powers, Rights, Interests, Liberties, Privileges, or Franchises of such Corporations, Conservators, Trustees, Commissioners, Undertakers, or Individuals, or to prohibit, defeat, alter, or diminish any Right, Power, Authority, or Jurisdiction which at the Time of the passing of this Act such Corporations, Conservators, Trustees, Commissioners, Undertakers, or Individuals did or might lawfully claim, use, or exercise.

Company not exempt from Provisions of present and future General Acts.

XCVI. This Act or anything therein contained shall not exempt the Company or their Undertaking from the Provisions of any General Act relating to this Act, or to the Improvements specified in the Eleventh Section of this Act, or any of them, which may pass in the present or any future Session of Parliament.

Expenses of Act.

XCVII. The Expenses of preparing and passing this Act and preparatory and incidental thereto shall be paid by the Company.

Short Title.

XCVIII. This Act may be cited by the Title of "The Land Loan and Enfranchisement Company's Act, 1860."

SCHE-

SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

Form of Sanctioning Order.

LAND LOAN AND ENFRANCHISEMENT COMPANY.

Sanctioning Order No. 500.—1 May 1861.

Provisional Contract, No. 1,000.

The Inclosure Commissioners for England and Wales hereby sanction the Improvements mentioned in the Second Schedule hereto, and declare that the Lands mentioned in the First Schedule hereto may be charged in respect thereof with any Sum not exceeding 10,000*l.*, in addition to any Costs, Charges, and Expenses under Section 39 of the Company's Act, the whole to be charged in manner following [*here express how the Amount is to be repaid*]; and they further declare that the same Improvements shall be executed by the Landowner according to the Specifications [and Plans *or* Drawings] in the said Second Schedule contained [*or* filed in their Office, and referring to this Order], and such further Specifications [and Plans *or* Drawings] as the said Commissioners shall from Time to Time sanction by any supplementary Order, the Company to advance such Sums as the said Commissioners shall from Time to Time, under their Seal, and the Hands of any Two of them, certify to have been expended by the Landowner in respect of such Improvements, and to receive a Charge bearing Interest at 5*l.* per Cent. for the Amount of such Advance, together with 3*l.* per Cent. Commission; and the said Commissioners do, under Section 33 of the Company's Act, also declare it to be expedient that, in order to obtain an Outfall, the Drainage contemplated by the said Improvements should be carried into the River Wily at Willow Corner across the Lands of one James Brown, an Infant, according to the Specifications [and Plans *or* Drawings] herein-before referred to.

FIRST SCHEDULE.

Names of Lands.	Landowner.	Occupier.	Parish.	County.	Acreage.	Rental.

SECOND

SECOND SCHEDULE.

[The Improvements.]

Commissioners Seal.

Company's Seal.

Signatures of the Landowner and Two Commissioners.

SCHEDULE (B.)

Form of Supplementary Order.

LAND LOAN AND ENFRANCHISEMENT COMPANY.

Provisional Contract, No. 1,000.

Sanctioning Order No. 500.—Supplementary Order No. 1.—1 May 1862.

THE Inclosure Commissioners for England and Wales hereby sanction the following further Specifications [and Plans *or* Drawings] [*then set them out*].

Commissioners Seal.

Company's Seal.

Signature of the Landowner and Two Commissioners.

SCHE-

SCHEDULE (C.)

Form of Absolute Order.

LAND LOAN AND ENFRANCHISEMENT COMPANY.

Absolute Order No. 700, of 11 December 1861, founded on Sanctioning Order No. 500, and Supplementary Order No. 1, relating thereto.

Provisional Contract, No. 1,000.

The Inclosure Commissioners for England and Wales hereby order that for securing the Principal Sum of 1,600*l.*, composed as stated in the First Schedule hereto, with Interest at 5*l.* per Cent., the Land Loan and Enfranchisement Company, their Successors and Assigns, shall be entitled, out of the Lands described in the Second Schedule hereto, to a Rentcharge of £ by the Half Year, payable on such Days, and consisting of Principal and Interest in such Proportions, as specified in the Third Schedule hereto; and William Hodge, the Tenant of Chalk Farm, having concurred under the 71st Section of the Company's Act, the said Commissioners hereby also order that the Sum of £ shall be payable by the said William Hodge out of every half-yearly Payment of the said Rentcharge, during his Tenure, in respect of the Improvement of Chalk Farm.

FIRST SCHEDULE.

	£	*s.*	*d.*
Charge in respect of Improvements - - - -	1,577	0	0
Costs of Application, &c. - - - - -	23	0	0
	£1,600	0	0

SECOND SCHEDULE.

The Manor of Dale in the Parish of Dale in Wiltshire.
Chalk Farm in the same Parish and County.

THIRD SCHEDULE.

Date of Payment.	Principal thereby repaid.	Interest.
June 1862 - - -		
Total - -	1,600	

JOHN LOCK, one of the said Commissioners.

WILLIAM HOWARD, another of the said Commissioners.

Commissioners Seal.

SCHEDULE (D.)

Form of Mortgage Debenture.

LAND LOAN AND ENFRANCHISEMENT COMPANY.

Absolute Orders Nos. [ ].

Mortgage Debenture No. [ ].

£ (The Principal Sum payable on the Debenture.) This Mortgage Debenture is No. in the Series of secured on the Absolute Charges Nos. , and bears Interest at the Rate of £ per Centum per Annum.

The Land Loan and Enfranchisement Company, in pursuance of the Land Loan and Enfranchisement Company's Act, 1860, with the Approval of the Inclosure Commissioners for England and Wales (testified by their Hands and Seals affixed hereto), do covenant to pay unto *A.B.*, his Executors, Administrators, or Assigns, the Sum of £ [*the Principal Sum payable on the Debenture*], to be paid by the said Company at on the Day of 18 , with Interest in the meantime at the Rate of £ per Centum per Annum, payable half-yearly on the Day of and the Day of in each Year, the first half-yearly Payment of Interest to be made on the Day of .

Witness the Common Seal of the Company and the Hands of Two of the Directors of the Company.

Seal of the Company. L. S.

A. B.
C. D. } Directors.

Approved by the Inclosure Commissioners for England and Wales as the Mortgage Debent ure No. of the Absolute Charges Nos. , issued pursuant to the Land Loan and Enfranchisement Company's Act, 1860.

Dated this Day of 18 .

JOHN LOCK, one of the said Commissioners.

WILLIAM HOWARD, another of the said Commissioners.

Seal.

Form

Form of Assignment of Mortgage Debenture.

I *A. B.* of , *&c.*, hereby assign to *C. D.* of , *&c.*, his Executors, Administrators, and Assigns, the within-written Debenture, and all my Interest therein.

(Signed) *A. B.*

SCHEDULE (E.)

Assignment by the Company of a Charge.

The Land Loan and Enfranchisement Company, in pursuance of "The Land Loan and Enfranchisement Company's Act, 1860," hereby, in consideration of [*state the Consideration*] assign to *A. B.* of, *&c.*, his Executors, Administrators, and Assigns, the Charge of the Sum of £ , and Interest at the Rate of, *&c.* [*or* "the Charge of," *&c.*, *as the Case may be*], which, by virtue of the Absolute Order No. of the Inclosure Commissioners for England and Wales, dated, *&c.*, is an Absolute Charge on the Inheritance of the Lands mentioned in the Schedule hereto, and all the Powers, Authorities, Rights, and Remedies of the Company with reference to such Charge. [*Here add such Clauses and Provisions, if any, as are agreed on between the Company and A. B.*]

As witness the Common Seal of the Company and the Hands of Two of the Directors of the Company this Day of

L. S.

L. M.
N. O. } Directors.

SCHEDULE OF THE LANDS CHARGED.

Name, &c. of Lands.	Landowner.	Occupier.	Parish.	County.

SCHE-

SCHEDULE (F.)

Assignment by the Company of Charges by way of Mortgage.

The Land Loan and Enfranchisement Company, in pursuance of "The Land Loan and Enfranchisement Company's Act, 1860," in consideration of £ [*state the Consideration*] lent or advanced by him to the Company, assign by way of Mortgage to *A.B.* of, *&c.*, his Executors, Administrators, and Assigns, the several Charges set out in the First Schedule hereto, which by virtue of Absolute Orders have been executed by the Inclosure Commissioners for England and Wales, and are Absolute Charges on the Inheritance of the Lands respectively set out in the Schedules to such Orders, and all the Powers, Authorities, Rights, and Remedies of the Company with reference thereto; and the Company, for themselves and their Successors, hereby covenant with the said *A.B.*, his Executors, Administrators, and Assigns, to repay to him or them the said Sum of £ on the Days and by the Instalments set out in the Second Schedule hereto, and also to pay Interest at the Rate of £ per Centum per Annum thereon, or on so much thereof as shall for the Time being remain unpaid, by equal half-yearly Payments on the Day of and the Day of in every Year, until the said Sum of £ shall be fully paid and discharged, without any Deduction whatsoever, except in respect of Property Tax on such Interest. [*Here add such other Clauses and Provisions, if any, as may be agreed on between the Company and A. B.*]

As witness the Common Seal of the Company and the Hands of Two of the Directors of the Company this Day of 18 .

L. S.

Two of the Directors.

First Schedule.

Number of Absolute Orders of Charge.	Dates.	Names of Landowners.	Names of Estates upon which Loans secured.	County where Estate situate.	Parishes.	Total Acreage.	Total Rents.	Amount of Principal Money secured.	Rate of Interest.	Number of Years for which Rentcharges are granted.	Days on which Rentcharges are payable.

SECOND SCHEDULE.

Days on which the Instalments of Principal Money are to be repaid.	The Amount to be paid on each Day appointed for Repayment.
1861:	£
25 March - - - - -	320
29 September - - - - -	325
1862:	
25 March - - - - -	331
29 September - - - -	338
TOTAL - - £	{ Being the Amount of original Loan to the Company.

SCHEDULE (G.)

Form of Transfer of Company's Mortgage of Charges.

I (*A. B.*) of &c., hereby, in consideration of £ , assign unto (*C. D.*) of &c., his Executors, Administrators, and Assigns, the within-mentioned Mortgage Debt and Securities, and all my Interest therein.

(Signed) *A. B.*

SCHEDULE (H.)

Form of Power of Attorney.

I (*A. B.*) of in pursuance of "The Land Loan and Enfranchisement Company's Act, 1860," do hereby appoint *C. D.* of, *&c.*, to be my Attorney for all the Purposes of such Act.

As witness my Hand, this Day of 18 .

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1860.