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for the Purposes of this Act, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the Clerk of the Peace for the County of *Southampton*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas a Plan of the intended Works has also been deposited at the Office of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and has been signed by the Honourable *Charles Alexander Gore*, one of such Commissioners, on which Plan the Lands by this Act authorized to be reclaimed are coloured Red: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Lymington* River Act, 1865."

8 & 9 Vict. cc. 16., 18., & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," and Part I. (relating to Cancellation and Surrender of Shares) and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and the Provisions "with respect to the temporary Occupation of Lands near the Railway during the Construction thereof," and "with respect to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices," of "The Railways Clauses Consolidation Act, 1845," and Sections Thirteen and Nineteen of the "Railways Clauses Act, 1863," (save so far as any of the Sections or Provisions of those Acts and Parts of Acts respectively are excepted or varied by this Act,) are incorporated with and are Part of this Act; provided that those Provisions with respect to the temporary Occupation of Lands do not extend to any Land being more than Five Chains from any Part of the Works by this Act authorized.

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

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context; provided that the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Acts in whole or in part incorporated therewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and

and the Words "Share" and "Shareholders" include when requisite "Stock" and "Stockholders;" and the Expression "the Railway" in the Provisions incorporated with this Act of "The Railways Clauses Act, 1845," means the Works by this Act authorized.

The Lymington River Company incorporated.

4. Captain *Cospatrick Baillie Hamilton* R.N., *William Irving Hare*, *Charles Hotson Ebden*, *William Edgcumbe Rendle*, Captain *Edmund Wilson* R.N., *Richard King*, *George Foster St. Barbe*, *Francis Walsingham St. Barbe*, *Richard Sharp*, *George Inman*, *John Hayward*, and *Isaac Bentley Purchase*, and all other Persons who have already subscribed to the Undertaking, or who from Time to Time hold Shares of the Capital of the Company, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company for improving the lower Part of the *Lymington* River, and reclaiming the Mud Land on the Eastern Side thereof, and for other the Purposes in that Behalf in this Act expressed, and for those Purposes are by this Act incorporated by the Name of "The *Lymington* River Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and Power to take, hold, sell, and otherwise dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and to carry this Act in all respects into execution.

First and subsequent Meetings.

5. The First Meeting of the Company shall be held within Nine Months after the passing of this Act, and the Ordinary Meetings shall be held in the Months of *February* and *August* in every Year, or at such other Times as the Company by the Resolution of a General Meeting from Time to Time determine.

Quorum of Meetings.

6. The Quorum of a Meeting of the Company shall be any Number of Shareholders holding together at least One Fifth of the Capital, or any Five Shareholders.

Number and Qualification of Directors.

7. The Number of Directors shall be Five, and the Qualification of a Director shall be his holding in his own Right Shares to the aggregate nominal Amount of at least Two hundred and fifty Pounds.

Quorum of Meetings of Directors.

8. The Quorum of a Meeting of Directors is Three Directors.

First Directors.

9. Captain *Cospatrick Baillie Hamilton* R.N., *William Irving Hare*, *Charles Hotson Ebden*, *William Edgcumbe Rendle*, and Captain *Edmund Wilson* R.N. shall be the First Directors.

Retirement of First Directors, and subsequent Election of Directors.

10. The Directors appointed by this Act shall continue in Office until the First Meeting held after the passing of this Act, and at that Meeting the Shareholders present, either in person or by proxy, may either continue in Office the Directors appointed by this Act, or any of them, or elect new Directors to supply the Place of such of the Directors

tors appointed by this Act as are not continued in Office, the retiring Directors being, if qualified, re-eligible; and the Directors so continued in Office or elected shall retire in rotation, and their Successors shall from Time to Time be elected in accordance with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

Newspaper for Advertisements.

11. The Newspaper for Advertisements shall be any *London* daily Morning Newspaper or any Newspaper commonly circulating in *Lymington*.

Capital.

12. The Capital of the Company shall be Twenty thousand Pounds in Two thousand Shares of Ten Pounds each.

Calls.

13. Three Pounds a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and not more than Three Fourths of the Amount of a Share shall be the aggregate Amount of Calls payable in any One Year on the Share.

No Shares to issue until Twenty per Cent. paid up.

14. No Share shall be issued by the Company, or vest in the Person accepting the Share, unless and until not less than Twenty *per Centum* of the nominal Amount thereof be paid thereon.

Debenture Stock.

15. In respect of the Monies which the Company are by this Act authorized to borrow on Mortgage, they from Time to Time may create and issue Debenture Stock.

Power to borrow on Mortgage.

16. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Five thousand Pounds.

Restriction on borrowing.

17. Provided, That the Company shall not borrow any Part of that Sum until the whole of the Capital is subscribed for or taken, and One Half thereof is paid up, and the Justice who certifies, in pursuance of Section Forty of the "Companies Clauses Consolidation Act, 1845," incorporated with this Act, certifies that the whole of the Capital is subscribed for, and that One Half of the Capital is paid up, and at least Twenty *per Centum* was *bonâ fide* paid up on account of every several Share before or at the Time of the Issue or Acceptance thereof, and all the Shares are held by Persons legally liable for the Payment of so much of the same as is from Time to Time unpaid, of which Satisfaction his Certificate under that Section shall be sufficient Evidence.

Arrears may be enforced by Appointment of a Receiver.

18. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is One Fourth of the Mortgage Debt.

19. All

Application of Monies.

19. All Monies from Time to Time raised under this Act by the Company by Shares and by borrowing shall be applicable only for Purposes of this Act.

Power to take Lands for Purposes of Act.

20. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use for Purposes of this Act such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they think fit.

Errors, &c. in Plans, &c. may be corrected by Justices, who shall certify the same.

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

Certificate to be deposited.

Clerk of the Peace to keep Certificates, &c., and allow Inspection.

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

Copies of Plans, &c. to be Evidence.

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

Company to make Compensation for Lands taken or injuriously affected.

24. The Company shall make to the Owners and Occupiers of and all other Parties interested in any Lands taken or used for the Purposes of this Act, or injuriously affected by the making of the Works by this Act authorized, full Compensation for the Value of the

the Lands so taken and used, and for all Damages sustained by the Owners, Occupiers, or other Parties by reason of the Exercise, as regards the Lands, of the Powers vested in the Company by this Act; and, except where otherwise provided by this Act, the Amount and Application of the Compensation shall be ascertained and determined in the Manner provided by the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," incorporated with this Act.

Powers for compulsory Purchases limited.

25. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Four Years after the passing of this Act.

Power to Company to purchase and take on Lease Lands by Agreement.

26. Subject to the Provisions of this Act, the Company from Time to Time may by Agreement purchase, take on Lease, or otherwise acquire any Lands, and any Easements, Powers, and Interests in and over any Lands, which they think requisite for any of the Purposes of this Act, and on such Terms, pecuniary and otherwise, and Conditions as they think fit.

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

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

Consent of Commissioners of Woods and Forests for taking Land below High-water Mark.

28. The Company shall not enter upon, take, or use any Land belonging to the Queen's Majesty without in every Case the previous Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them, and which Consent they or he may give on such Terms, pecuniary and otherwise, and Conditions as they or he shall think fit.

Power to Commissioners of Woods and Forests and Company to agree as to Mud Lands.

29. The Commissioners of Woods, Forests, and Land Revenues, or any One of them, on behalf of Her Majesty, and the Company, from Time to Time may enter into and carry into effect any Agreement with respect to the Sale and Conveyance of any Estate, Right, or Interest of Her Majesty in and over or affecting the Lands below High-water Mark to which this Act relates, or any Part thereof; and every such Agreement may be to such Effect, and on such Terms, pecuniary

pecuniary and otherwise, and Conditions, as the contracting Parties think fit.

Lands vested in Compan y for Purposes of Act.

30. All Lands, Easements, Rights, and Privileges from Time to Time acquired by the Company under this Act, including all Lands reclaimed under this Act from the Sea, when acquired from the Queen's Majesty or other the Owner or Owners thereof, shall, for the Estates, Terms, or Interests therein so acquired by the Company, be vested in them as their absolute Property for the Purposes but subject to the Provisions of this Act.

Power to Company to make Works authorized by Act.

31. Subject to the Provisions of this Act, the Company from Time to Time may make in the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, and so far as the Lines and Levels thereof are shown on the deposited Plans and Sections in those Lines, and in accordance with those Levels, the several Works by this Act authorized; provided that the Embankment between the Points marked respectively (A.) and (B.) on the deposited Plans shall be constructed only in such Line and in such Manner as the Board of Trade shall, in Writing under the Hand of One of their Secretaries or Assistant Secretaries, approve.

Works authorized by Act.

32. The Works by this Act authorized comprise the following Works, with all such incidental and accessory Works and Conveniences connected therewith as the Company from Time to Time think fit; (that is to say,)

(*a*) The widening, deepening, straightening, and otherwise altering and improving of the Bed or Channel of the *Lymington* River between the Mouth of the River and a Point in the Parish of *Boldre* on the Eastern Bank of the River:

(*b*) An Embankment with all other Works necessary for the Reclamation of Land from the Bed and Shore of the *Solent* Sea and from the Bed and Shore of the *Lymington* River respectively, the Embankment commencing at the Point in the Parish of *Boldre* on the Eastern Bank of the River, and terminating on the Mainland at or near to the *Pitts Deep* Coast Guard Station:

(*c*) Subject as by this Act provided with regard to the Maintenance of Drainage by the Company, the altering, varying, diverting, and stopping up (whether temporarily or permanently) of all Drains, Sluices, Waters, Watercourses, Cuts, Creeks, Channels, Rivers, Streams, Banks, Ways, Roads, Paths, and Passages in any of the Lands shown on the deposited Plans which the Company from Time to Time find it expedient for any of the Works by this Act authorized so to interfere with:

Provided that it shall not be lawful for the Company in executing the Works by this Act authorized to reclaim any Land or to carry the

the Embankment or any other Works beyond the Western Side of the Stream shown on the deposited Plans, and known as *Pylewell Lake*, without the previous Consent in Writing of *William Peere Williams Freeman* Esquire, his Heirs or Assigns.

Limits of Deviation.

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

Period for Completion of Works.

34. The Works by this Act authorized, and shown on the deposited Plans and Sections, shall be completed within Six Years after the passing of this Act, and on the Expiration of that Period the Powers of the Company under this Act for the Execution of those Works shall cease to be executed, except with respect to so much thereof as is then completed; provided that if by reason of Storm, or Insecurity of Foundation, or Land Springs, or any other Cause (not being Want of Funds), the Company are unable to complete within that Period the Embankment shown on the deposited Plans and Sections, the Board of Trade from Time to Time, if they think fit, may, by Writing under the Hand of a Secretary or Assistant Secretary of the Board of Trade, extend for not more than One Year the Time within which the Embankment may be completed, and in every such Case this Section shall be read and have Effect as if the Time so determined by the Board of Trade were expressed in this Section as the Time for the Completion of the Works by this Act authorized, and shown on the deposited Plans and Sections.

Certificate of Reclamation of Lands to be reclaimed.

35. The complete Reclamation of the Lands to be reclaimed may, by Writing under their respective Hands and Seals, be certified by any Two Justices of the Peace for the County of *Southampton* not in any way directly or indirectly interested in any of the Lands to which this Act relates, or in any Lands adjoining thereto, and their Certificate shall be deposited with the Clerk of the Peace for the County of *Southampton*; and the Provisions of this Act with respect to other Certificates to be deposited with him apply to the Certificate so deposited, and that Certificate when so deposited shall for all Purposes of this Act be Evidence of the Fact thereby certified.

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

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

not at any Time alter or extend the Work below High-water Mark at ordinary Spring Tides without first obtaining the like Approval of the Board of Trade; and if any Work below High-water Mark at ordinary Spring Tides be commenced, completed, or altered contrary to the Provisions of this Section, the Board of Trade may abate and remove it, and restore its Site to its former Condition, at the Expense of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is recoverable from the Company.

Abatement by Board of Trade of Works abandoned.

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

Line of Fences.

38. In fencing off the Lands to be reclaimed, or any Parts thereof, from any adjoining Lands, the Company may make the Lines and Fences as straight or otherwise convenient as reasonably can be, giving and taking by way of Exchange, and by Agreement with the Owners and other Parties interested, any small Portions of Land cut off by the Fences from the Lands to be reclaimed, and the Lands adjoining thereto respectively.

Maintenance of Drainage by Company.

39. Except as is by this Act expressly provided, nothing in this Act shall authorize the Company to interrupt the Drainage of any Lands adjoining or near to the Lands to be reclaimed, or to hinder the free Discharge of any Stream flowing therefrom, but the Company may and shall make and maintain in and through the Lands to be reclaimed all proper and sufficient Drains, Cuts, or Channels, and other Works and Conveniences, for the effectual Drainage of those adjoining or neighbouring Lands, and the free flowing of every such Stream.

Lands and Works to be in Parish of Boldre.

40. The Company's Lands and Works under this Act shall be wholly within and Part of the Parish of *Boldre* in the County of *Southampton*.

Power to Company to improve Lands reclaimed.

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

Power to Company to dispose of

42. The Company from Time to Time, after acquiring the reclaimed Lands from the Queen's Majesty, or other the Owner thereof, may

reclaimed Lands.

may lease, sell, exchange, mortgage, charge, and otherwise dispose of for their own Benefit the Lands reclaimed, and the Easements, Rights, and Privileges, if any, connected therewith, from Time to Time acquired by them under this Act, or any Parts thereof, and may so dispose of the same to such Persons, for such Purposes, and on such Terms, pecuniary and otherwise, and Conditions, as the Company think fit; provided that the Company, in disposing of any of the Lands reclaimed, shall make due Provision for the Maintenance and Repair from Time to Time, by and at the Expense of the Owners from Time to Time of those Lands, of the Embankment, Drains, and other Works made under this Act in and in connexion with the Lands reclaimed.

Application of Purchase Monies.

43. Provided, That if any Part of the Lands acquired by the Company under this Act be sold by the Company, the net Purchase Money arising from the Sale shall be first applied in or towards Satisfaction of any Mortgage affecting the Lands so sold, created by the Company under this Act; and the Company's Power of borrowing under this Act shall from Time to Time be diminished to the Extent of the Mortgages so paid off.

Disposal of superfluous Lands.

44. The Provisions "with respect to Lands acquired by the "Promoters of the Undertaking under the Provisions of this or the "Special Act, or any Act incorporated therewith, but which shall "not be required for the Purposes thereof," of "The Lands Clauses Consolidation Act, 1845," incorporated with this Act, do not apply to the Lands reclaimed, and apply to such only of the other Lands acquired by the Company under this Act as remain vested in the Company at the Expiration of Ten Years after the complete Reclamation of all the Lands to be reclaimed, and are then superfluous Lands.

Charges on superfluous Lands.

45. Where, before the Company finally dispose of any of their Lands, any Lease or Mortgage or Charge thereof, or any other particular Estate or Interest therein, is made, limited, or reserved, the Company may and shall dispose of the same as superfluous Lands, subject and without Prejudice to the Lease, Mortgage, Charge, Estate, or Interests so made, limited, or reserved.

Embankment, &c. to be maintained by Purchasers.

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

Provision for Repair of Embankments.

47. In order to provide for the permanent Maintenance of the Embankments and Works in an efficient State of Repair, any Two Justices

Justices of the Peace for the County of *Southampton*, not in any way directly or indirectly interested in any of the Lands to which this Act relates or in any Lands adjoining thereto, on the Application of any Person interested in the Embankments and Works or any Part thereof being so kept in repair, may exercise any of the Powers following; (that is to say,)

(*a*) The Justices may, if necessary, appoint any Officers for superintending, repairing, and maintaining the Embankments and Works, and collecting and applying the Contributions by this Section authorized, and pay to them such reasonable Salaries as the Justices think fit:

(*b*) For defraying the Expenses of and incident to the superintending, repairing, and maintaining of the Embankments and Works, the Justices from Time to Time may determine the Amount of the Contribution required, and may assess it in equal rateable Proportion on every Acre of the reclaimed Land, and the Contribution shall be paid by the Owners of the reclaimed Land accordingly:

(*c*) If the Contribution be not paid within Twenty-one Days after the Day appointed by the Justices for the Payment thereof, and after Notice and Demand, they may levy the Amount thereof, and the Costs of recovering the same, by Distress and Sale of the Goods and Chattels of the Occupier of the Lands charged therewith, and for the Purpose may enter upon the Lands of the Occupier, and deal with the Distress there found as in case of a Distress for Rent reserved by a Lease for Years; provided that, unless otherwise agreed between the Owner and the Occupier, the Occupier may deduct from the Rent payable by him the Amount paid by or levied on him; provided also, that the Occupier shall not be liable to pay more than the Amount of Rent payable by him; provided also, that nothing in this Section shall prejudice any Agreement between any Landlord and Tenant of any Part of the reclaimed Lands.

Dissolution of Company on disposing of all their Lands.

48. If and when the Company dispose of the whole of their Lands, or otherwise wholly cease to have any Estate or Interest in, or Right to, or Claim affecting any of the Lands acquired by them under this Act, and all their Debts, Liabilities, and Engagements are fully paid, satisfied, or discharged, and their net Assets are duly distributed among their Shareholders or their respective Representatives, and the Affairs of the Company are finally wound up, the Company shall be by this Act dissolved and shall wholly cease to exist.

General Saving of Rights notwithstanding Dissolution of Company.

49. Notwithstanding the Dissolution of the Company, and except only as is by this Act otherwise provided, everything before the Dissolution done, suffered, and confirmed respectively by or under this Act shall be as valid as if the Dissolution had not happened; and the Dissolution shall accordingly be subject and without Prejudice

judice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both then present and future, which, if the Dissolution had not happened, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively.

Saving of Rights as to future Accretions.

50. If any Land to the Seaward of the Lands by this Act authorized to be embanked or reclaimed shall, at any Time after the Execution of any Works under the Authority of this Act, become raised in Height or reclaimed, whether gradually or imperceptibly or otherwise, so as to be above instead of being, as all Land to the Seaward of the Lands by this Act authorized to be reclaimed now is, below the Line of ordinary High-water Mark, the Company shall not, by virtue of the Ownership of any Lands which they are by this Act empowered to reclaim, have any Estate, Right, or Interest in or to the Lands so raised in Height or reclaimed by reason that such raising or Reclamation has been gradual or imperceptible, or has been either wholly or partially caused by the Works by this Act authorized or otherwise; but the Right and Title to the Soil and Freehold of such Land, when so raised or reclaimed, shall continue vested in the Queen's Majesty, or such other Corporation or Person or Persons as is or are at the Time of the passing of this Act entitled to the same, and as if the same had continued as the same now is subject to the Flow and Reflow of ordinary Tides.

Saving Rights of Admiralty and Board of Trade and Woods and Forests.

51. Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Jurisdictions, Franchises, Rights, Powers, and Privileges of the Admiralty or of the Board of Trade, or any Estate, Right, Interest, Power, or Authority of Her Majesty's Commissioners of Woods, Forests, and Land Revenues.

Saving Rights of Lords of Manors and Landowners.

52. Nothing in this Act shall take away, lessen, prejudice, or interfere with any Right, Jurisdiction, Usage, or Property of the Lord of any Manor, or the Owner of any Land adjoining or near to the Lands to be reclaimed, without in every Case his previous Consent in Writing.

Works not exempt from General Reclamation Acts.

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

Expenses of Act.

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

LONDON:
Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1865.