CHAPTER ccxix.

An Act for the Cultivation and Improvement of certain Waste Lands in Pegwell Bay and Sandwich Flats, and the Improvement of Sandwich Haven, in the county of Kent. A.D. 1873.

[5th August 1873.]

WHEREAS there is on the Kentish coast, near the town of Ramsgate, a tract of land known as Pegwell Bay and Sandwich Flats, over the greater part of which the tide now flows, and the reclamation of that tract of land, and the bringing of it into cultivation and use for building and other purposes, would be of local and public advantage:

And whereas the Marquis Conyngham, as lord of the manor or alleged manor of Minster, and the Earl of Guilford and other owners of lands adjoining to that tract of land claim to be entitled to some estate and interest therein or in part thereof:

And whereas the several persons in that behalf in this Act named, and others, are willing at their own expense, on their being incorporated with adequate powers in that behalf, to undertake the reclamation of that tract of land from the sea, and to bring it into cultivation, and to make and maintain the works requisite for the purpose:

And whereas the execution of the works aforesaid will involve the making of a new channel from the River Stour, at or near the town of Sandwich, to the sea, and that channel will be of great advantage to the trade of the town and port of Sandwich and the neighbourhood:

And whereas Sandwich Haven is by virtue of the Sandwich Haven Improvement and Regulation Act, 1847 (in this Act called the Sandwich Haven Act of 1847), and otherwise, subject to the control and management of the mayor, aldermen, and burgesses of the town and port of Sandwich (in this Act called the Corporation of Sandwich), and they have entered into arrangements with the persons named in this Act, acting on behalf of the Company

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incorporated by this Act, respecting the making and maintenance of the channel aforesaid and the cost thereof, and the control and management of and jurisdiction over the same when made, and it is expedient that those arrangements be carried into effect, and the same are accordingly embodied in this Act:

And whereas plans and sections of the works by this Act authorised showing the lines and levels thereof, and a book of reference to the plans containing the names of owners or reputed owners, lessees or reputed lessees, and occupiers of the tract of land aforesaid, and the lands to be taken for the purposes of the works, have been deposited at the office of the clerk of the peace for the county of Kent, and are in this Act referred to as the deposited plans, sections, and book of reference:

And whereas the objects of this Act cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

1. This Act may for all purposes be cited as Pegwell Bay Reclamation and Sandwich Haven Improvement Act, 1873.

Provisions of general Acts herein named incorporated.

2. The Companies Clauses Consolidation Act, 1845, Parts I. and III. of the Companies Clauses Act, 1863, relating respectively to cancellation and surrender of shares and debenture stock, and the Lands Clauses Consolidation Acts, 1845, 1860, and 1869 (save so far as any of the sections or provisions of those Acts respectively are expressly varied or excepted by this Act), are incorporated with this Act.

Same meanings to words in incorporated Acts as in this Act.

3. The several words and expressions to which by the Acts in whole or in part incorporated with this Act meanings are assigned have in this Act the same respective meanings, unless excluded by the subject or context.

Meaning of "the waste lands."

4. The expression "the waste lands" in this Act means and includes the waste lands and all other lands situate in the parish of St. Lawrence, Minster, and Worth, all in the county of Kent, over which the tide flows at ordinary spring tides, and which are more particularly delineated on the deposited plans, and specified in the deposited book of reference, and are thereon respectively numbered 11, 14, 15, and 20, in the said parish of Saint Lawrence, and 1, 2, and 3, in the parish of Minster, and 1, 2, 3, 4, 5, and 6, in the said parish of Worth.

Pegwell Bay Reclamation Company incorporated.

5. James Goodson, Major Alexander George Dickson, Richard William Johnson, Edward Frederick Devenish Walshe, and James Hutt, and all other persons who have already subscribed or shall hereafter subscribe to the undertaking, and their executors, administrators, successors, and assigns respectively, are by this Act united into a company for the purpose of embanking and reclaiming from the sea the waste lands, and bringing the same into cultivation and use for building and other purposes, and for otherwise carrying this Act into execution, and for those purposes are by this Act united into a company by the name of Pegwell Bay Reclamation Company (in this Act called "the Company"), and by that name of incorporation shall be one body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes but subject to the restrictions of this Act, and in all respects to carry this Act into execution.

Capital.

6. The capital of the Company shall be two hundred thousand pounds, in twenty thousand shares of ten pounds each.

Calls.

7. One fourth part of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls payable in any one year on any share.

Receipt clause in case of persons not sui juris.

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

Power to borrow on mortgage.

9. The Company may from time to time borrow on mortgage any sum not exceeding in the whole sixty-six thousand pounds, but no part thereof shall be borrowed until the whole capital of two hundred thousand pounds is issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that the whole of such capital has been issued and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such capital was issued bonâ fide and is held by the persons or corporations to whom the same was issued, or their executors, administrators, successors, or assigns, and that such persons or corporations, their executors, successors, administrators, and assigns,

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are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Arrears may be enforced by appointment of a receiver.

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

Debenture stock.

11. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863, but, notwithstanding anything therein contained, the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

12. All moneys raised by the Company under this Act shall be applied only for the purposes of this Act.

First and other meetings.

13. The first meeting of the Company shall be held within six months after the passing of this Act, and the ordinary meeting shall be held in the month of February in every year.

Number of directors in quorum.

14. The number of directors shall be six, and the quorum of a meeting of directors shall be three.

Qualification of a director.

15. The qualification of a director shall be the possession in his own right of fifty shares.

First directors.

16. James Goodson, Major Alexander George Dickson, M.P., Richard William Johnson, Edward Frederick Devenish Walshe, and James Hutt shall be the first directors.

Retirement of first directors.

17. The directors appointed by this Act shall continue in office until the first ordinary meeting, and at that meeting the shareholders present in person or by proxy shall select six directors, and may either continue in office the directors appointed by this Act, or either of them, or may elect directors to supply the place of such (if any) of the directors appointed by this Act as are not so continued in office, the retiring directors being, if qualified, re-eligible.

Mayor of Sandwich to be director.

18. Notwithstanding anything in this Act, the mayor for the time being of the town and port of Sandwich shall be by virtue of his office, and without other qualification, one of the directors of the Company, but nothing in this section shall affect the provisions of this Act respecting the number, quorum, or rotation of directors.

Power to take lands shown on deposited plans.

19. Subject to the provisions of this Act, the Company from time to time may purchase such of the lands shown on the deposited plans and specified in the deposited book of reference as they think requisite for any of the purposes of this Act, or may purchase and use any easements, rights, or interests in, over, or affecting any of those lands without taking the lands themselves, or any greater estate or interest therein.

Powers for compulsory purchases limited.

20. 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 three years after the passing of this Act.

Purchase of lands by agreement.

21. For the purposes of this Act the Company from time to time may purchase by agreement, and in addition to the lands which they are by this Act authorised to take compulsorily, any quantity of land, not exceeding twenty acres, adjoining or near to any of those lands, and which they deem it expedient for any of those purposes to acquire and use.

Purchase of easements by agreement.

22. For the purposes of this Act the Company from time to time may purchase, but only by agreement, any easements, rights, or interests in, over, or affecting any lands adjoining or near to any lands which they are by this Act authorised to purchase, and which they deem it expedient for any of those purposes to acquire and use.

Power to make and maintain works authorised by Act.

23. Subject to the provisions of this Act, the Company may make and maintain the works by this Act authorised on the lands shown on the deposited plans and specified in the deposited book of reference, and, so far as the lines and levels thereof are shown on the deposited plans and sections, in the lines shown on the deposited plans and in accordance with the levels shown on the deposited sections.

Works authorised by Act.

24. The works authorised by this Act comprise the following embankment, comprising an esplanade or road, and all other works and conveniences connected therewith, and requisite for the entire reclamation, drainage, and inclosure of the waste lands; (that is to say,)

(*a.*) An embankment, including an esplanade or road thereon, with all proper sluices, openings, bridges, dams, and other works and conveniences connected therewith, which em-

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bankment is intended to commence in the said parish of St. Lawrence at a point on the sea shore distant six hundred yards or thereabouts, measured along the foreshore in a south-westerly direction, from the ship yard adjoining Ramsgate Harbour, and in the occupation of Messrs. Moses and Devison, and passing in a south-westerly direction from the point of commencement, and almost parallel with the line of low-water mark, and terminating at a point on the foreshore near the Shingle End Coast Guard Station shown on the said plans:

(*b.*) A carriage road wholly in the parish of St. Lawrence, with all necessary fences, gates, and other works and conveniences connected therewith, commencing at or near the southerly end of the private road known as Grange Road, West Cliff Parade, Ramsgate, and terminating on the foreshore at the point where the herein-before described embankment commences by a junction therewith:

(*c.*) A carriage road, with all necessary fences, gates, and other works and conveniences connected therewith, commencing on land belonging or reputed to belong to the Marquis of Conyngham, and lying on the south side of the road leading from Ramsgate to Sandwich and Deal, and opposite to the tavern or inn known as "The Sportsman," and terminating on the foreshore of Pegwell Bay, at or near high-water mark at spring tides, and distant two hundred yards or thereabouts from the above-mentioned commencement:

(*d.*) A carriage road of the width of the esplanade or road on the said embankment, and in continuation thereof, with all necessary fences, gates, and other works and conveniences connected therewith, commencing at or near the termination of the said embankment near Shingle End Coast Guard Station, in the parish of Worth, and terminating by a junction with the Maiden Hill Road next herein-after described, at a point near the seaward termination of that road, such road being constructed upon and along the land belonging or reputed to belong to the said Earl of Guilford, and immediately above high-water mark:

(*e.*) A carriage road, with all necessary bridges, fences, works, and other conveniences connected therewith, commencing by a junction with the turnpike road leading from Ramsgate to Sandwich, at a point two chains or thereabouts,

measured in a northerly direction, from the north side of the bridge which carries that road over the Stour, and terminating at a point on the foreshore about one furlong from low-water mark, and about one furlong to the north of the herein-before described Government battery, which road is in this Act referred to as the Maiden Hill Road.

Sandwich Channel and other works also authorised.

25. The works authorised by this Act also comprise the following:

(*a.*) A navigable channel, with all necessary and proper embankments, approaches, works, and conveniences connected therewith, commencing at low-water mark at a point about five chains, measured in a north-easterly direction, from the Government battery at or near Maiden Hill, in the parish of Worth, proceeding thence in a westerly direction to the Stour, and forming a junction therewith, and terminating at a point two furlongs or thereabouts, measured in an easterly direction, from the bridge which carries the Ramsgate and Sandwich turnpike road over the Stour (which navigable channel, with all embankments, approaches, works, and conveniences connected therewith, is in this Act referred to as the Sandwich Channel).

And in connexion with and for the purposes of the works authorised by this Act the Company are hereby empowered to do also the following things; (that is to say,)

(*b.*) To dam and stop up the Stour at or near its mouth at low-water mark at a point distant about two miles four furlongs northward of the commencement of the Sandwich Channel:

(*c.*) To dam and stop up the Stour at or near a point distant one furlong or thereabouts from the Ramsgate and Sandwich turnpike road, and known as the Quay Stonar Cut, and to divert the waters of the Stour and of that cut from the last-mentioned point along the channel of the Stour existing at the passing of this Act into the Sandwich Channel:

(*d.*) To divert in like manner the waters of all other cuts, canals, and watercourses intersected by any of the works authorised by this Act:

(*e.*) To deepen and improve, as far as may be found to be necessary or proper for the better execution or use of any of the works authorised by this Act, the channel of the Stour between the eastern end of the Stonar Cut and the

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said Sandwich Channel, and of all other such cuts, canals, and watercourses as aforesaid; provided that this obligation on the part of the Company shall cease when the Sandwich Channel shall have become vested under this Act in the said Corporation of Sandwich.

And in the execution and use of the works and things authorised by this section the Company shall be subject to the following provisions and restrictions; (that is to say,)

(1.) The Company shall execute those works to the reasonable satisfaction of an engineer appointed by the Corporation of Sandwich, and shall not commence any of those works without first submitting to that engineer the working plans thereof, and obtaining his approval thereof in writing:

(2.) The Company shall make a towing-path on each side of the Sandwich Channel:

(3.) The Company shall not by such damming, stopping up, and diversion as aforesaid interfere with the flow of the water of the Stour before the completion of the Sandwich Channel and the opening thereof for public navigation:

(4.) The Company shall not permanently stop up or obstruct any public footpath leading from Sandwich to the sea shore so as to prevent access thereby to the sea shore as heretofore.

Channel to be opened and to vest in Corporation on Board of Trade's certificate of completion.

26. On the completion of the Sandwich Channel and the opening thereof for public navigation, the same, by virtue of this Act, shall be transferred to and shall vest in the Corporation of Sandwich and their successors; and a certificate of the Board of Trade, under the hand of a secretary or assistant secretary of that board, certifying the completion of the Sandwich Channel and the opening thereof for public navigation, shall be to all intents conclusive evidence thereof, and the same shall not be opened for public navigation without such a certificate as aforesaid of the completion thereof.

Channel to be part of liberties of Sandwich and of CinquePorts, &c.

27. On the vesting of the Sandwich Channel in the Corporation of Sandwich, the same shall become and shall thenceforth for ever be within and part of the liberties of the town and port of Sandwich, and the liberties of the Cinque Ports, as fully and to and for all the same intents and purposes as the haven and harbour of Sandwich and the banks thereof at the passing of this Act are and are deemed to be within and part of those respective liberties, and the Lord Warden of the Cinque Ports and Constable of Dover Castle,

and other officers of the Cinque Ports, and the Corporation of Sandwich and its liberties, and Her Majesty's justices of the peace for the town and port of Sandwich and its liberties, and all and every officers and officer thereof, shall and may from time to time, and at all times thenceforth, have, hold, and enjoy all the same rights, titles, interests, privileges, usages, royalties, and jurisdictions to, in, and over the Sandwich Channel as they or any or either of them at the passing of this Act have, hold, or enjoy, or ought to have, hold, and enjoy, to, in, or over the haven and harbour of Sandwich, and the sides and banks thereof.

Application to channel of Sandwich Haven Act, 10 & 11 Vict. c. cxcvi.

28. On the vesting of the Sandwich Channel in the Corporation of Sandwich, the Sandwich Haven Act of 1847 shall, subject to the provisions of this Act, have effect in relation to the Sandwich Channel, as if that channel had been part of the haven of Sandwich as defined by the Sandwich Haven Act of 1847.

Steam tug.

29. For all purposes of this Act relating to expenditure on maintenance, management, or repairs by the Corporation of Sandwich, a steam tug, dredge, and other proper machinery for dredging shall be deemed part of the works of the Sandwich Channel.

Application of dues and money raised on haven.

30. From and after the vesting of the Sandwich Channel in the Corporation of Sandwich the whole of the dues and other moneys levied or received by the Corporation, under the authority of the Sandwich Haven Act of 1847, on or in respect of vessels and goods using or being within the Sandwich Channel or any other part of the haven of Sandwich (in this Act referred to as the haven dues), shall be from half year to half year applied by the Corporation of Sandwich in the manner and in the order following, and not otherwise; (that is to say,)

(1.) In the first place, in payment of the interest accruing due half year by half year on money from time to time borrowed and due, under the authority of the Sandwich Haven Act of 1847, on the credit of the dues in manner therein provided:

(2.) In the second place, in the provision of the sinking fund by the last-mentioned Act required:

(3.) In the third place, in defraying the expense incurred by the Corporation of Sandwich from half year to half year in maintaining and managing the Sandwich Channel and the other parts of the haven of Sandwich, as well as the public quays there, or in the execution of this Act, or of the Sandwich Haven Act of 1847 as made applicable by this Act:

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(4.) In the fourth place, in the creation of a reserve fund, to be called the Sandwich Haven Reserve Fund, as in this Act provided:

(5.) In the fifth place, in payment to the Company of such sums as in this Act provided.

Reserve fund.

31. The Sandwich Haven Reserve Fund shall be created, maintained, and applied as follows; (that is to say,)

(1.) The Corporation of Sandwich shall, half year by half year, set apart a sum of money out of such portion of the haven dues as is by this Act directed to be applied in the creation of a reserve fund, and shall invest the sum so set apart in Government or other securities usually accepted by the Court of Chancery, and shall in like manner invest from time to time the resulting income of those securities, in order that the sum so set apart may accumulate at compound interest until the reserve fund thus formed amounts to a sum equal in value to three thousand pounds sterling:

(2.) The half-yearly sum to be so set apart shall, until the reserve fund amounts to a sum equal in value to three thousand pounds sterling, be at the rate of twenty per centum per annum on the receipts from haven dues, after payment of and provision for interest and sinking fund on money borrowed, and thenceforth shall be at the rate of five pounds per centum per annum on those receipts:

(3.) The reserve fund shall be applicable, and shall be from time to time applied, by the Corporation of Sandwich in meeting any extraordinary demand arising against them for extraordinary repairs to the Sandwich Channel and haven or the banks thereof, or the public quays, made necessary by accident, or by flood, storm, or other unavoidable cause, or in meeting any extraordinary expense incurred in the execution of this Act, or of the said Sandwich Haven Act of 1847 as made applicable by this Act.

Repayment to Company of costs of channel and road.

32. Upon the vesting of the Sandwich Channel in the Corporation of Sandwich the Company shall be entitled, as between them and the Corporation, to be reimbursed the sum of sixty thousand pounds, as herein-after mentioned, as and for the amount expended by the Company in the making of the Sandwich Channel and of the Maiden Hill Road, with interest thereon at the rate of five pounds per centum per annum, computed from the vesting of the

channel in the Corporation of Sandwich, until full reimbursement; and in order thereto the following provisions shall have effect; (that is to say,)

The Corporation of Sandwich shall, half year by half year, pay to the Company, out of such portion of the haven dues as is by this Act directed to be applied in this behalf, a sum at the rate of three thousand pounds a year as and for interest as aforesaid, and shall from time to time, out of such portion of haven dues as aforesaid, pay over to the Company such moneys as may remain after providing for such interest, until the said sum of sixty thousand pounds shall have been fully reimbursed.

Arbitration between Company and corporation of Sandwich.

33. If at any time any difference arises between the Company on the one hand, and the Corporation of Sandwich on the other hand, respecting any work executed or to be executed, or anything done or omitted, or to be done or omitted, by the Company, or on any question whatever touching the construction, or effect, or application of this Act, or otherwise arising under this Act, then and in every such case the matter in difference shall be referred to the determination of an arbitrator, being a competent and impartial person, appointed by the Board of Trade on the application of either party; and every such reference shall be deemed to be a reference within the Railway Companies Arbitration Act, 1859, as if the Company and the Corporation of Sandwich were two railway companies, and the application of either party to the Board of Trade for the appointment of an arbitrator shall for the purposes of that Act be deemed to be a reference to arbitration in accordance with that Act. All costs (if any) incurred by the Board of Trade in selecting or appointing an arbitrator under this section shall be paid to the Board by the party applying for such appointment, and such costs shall be deemed to be part of the costs of the arbitration, which shall be paid by such persons and in such proportions as the arbitrator shall determine.

Provision as to satisfaction of Board of Trade before commencement of works.

34. Before commencing any of the works authorised by this Act the Company shall prove to the satisfaction of the Board of Trade that they are in a position to complete all the works hereby authorised, and until the same shall have been proved to the satisfaction of the Board of Trade the Company shall not commence any of the said works.

Embankment to be made according to

35. Notwithstanding anything shown on the deposited plans or in this Act contained, the line of the embankment hereby authorised shall not anywhere be constructed seaward of the red dotted line

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plan of Mr. Hawkshaw.

shown on the plan accompanying the report of Mr. John Hawkshaw, dated the 8th April 1873, and printed in House of Commons Parliamentary Paper, No. 73 (4) of Session 1873, and the cut or canal hereby authorised shall not be constructed northward of the position shown on the deposited plans.

Limits of deviation.

36. In the execution of the works by this Act authorised the Company may, except as herein-before provided, 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 ten feet.

Power to improve waste lands.

37. The Company from time to time, in such manner and by such means as they think expedient, may bring into a state fit for cultivation and may cultivate such parts of the waste lands as they from time to time reclaim from the sea, and may do all things which they think proper for the purpose.

Lands vested in Company for purposes of Act.

38. All lands, easements, rights, and privileges from time to time acquired by the Company under this Act, including all lands reclaimed under this Act from the sea, shall, for the estates, terms, or interests therein so acquired by the Company, and in accordance with the terms and conditions on which they are so acquired, be vested in them as their absolute property for the purposes, but subject to those terms and conditions, and the provisions of this Act.

Parochial division of reclaimed lands.

39. All lands reclaimed under the provisions of this Act which when reclaimed shall be situate to the north of the present course of the River Stour, as shown on the deposited plans, shall be annexed to and form part of the parish of Minster, in the county of Kent, and all lands so reclaimed which when reclaimed shall be situate south of the present course of the River Stour, as shown on the deposited plans, shall be annexed to and form part of the parish of Worth, in the same county.

Period for completion of works.

40. The works by this Act authorised and shown on the deposited plans and sections shall be completed within five years after the passing of this Act, and on the expiration of that period the powers of the Company under this Act for the execution of those works shall cease to be executed, except with respect to such parts of the waste lands as are then reclaimed from the sea.

As to temporary occupation of lands.

41. The provisions of the Railways Clauses Consolidation Act, 1845, relating to the temporary occupation of lands during the

construction of the works therein referred to, and which are comprised within the sections numbered from thirty to forty-four, both inclusive, of the same Act, shall, so far as such clauses respectively may be applicable, be held to be incorporated with this Act, with reference to the works hereby authorised, as though such works were specified in the said provisions in lieu of the works therein mentioned, and the limits within which such provisions may be acted upon shall be held to comprise all the lands described in the plan deposited as aforesaid.

Power for Company to dispose of lands.

42. The Company from time to time may cultivate, build on, and otherwise improve, and may lease, sell, exchange, mortgage, charge, and otherwise dispose of, for their own benefit, the lands, easements, rights, and privileges from time to time acquired by them under this Act, or any parts thereof, and may so dispose of the same to such persons, for such purposes, and on such terms and conditions as the Company think fit: Provided that the Company in disposing of any of the lands may make due provision for the maintenance and repair from time to time by or at the expense of the owners from time to time of those lands of the embankments and other works made under this Act.

Disposal of superfluous lands.

43. The provisions "with respect to lands acquired by the "promoters of the undertaking, under the provisions of this or the "special Act, or any Act incorporated therewith, but which shall "not be required for the purposes thereof," of the Lands Clauses Consolidation Act, 1845, apply only to such of the lands from time to time acquired by the Company under this Act, or such estates, terms, or interests therein as remain vested in the Company at the expiration of thirty years after the passing of this Act; and where, before the Company finally dispose of any of their superfluous lands, any lease or mortgage, or charge thereof, or any other particular estate or interest therein, is made or reserved, the Company may and shall dispose of the same as superfluous lands, subject and without prejudice to the lease, mortgage, charge, estate, or interest so made or created.

Correction of errors, omissions, &c.

44. If any omission, mis-statement, or erroneous description is found to have been made of any lands, or of any owners, lessees, or occupiers of any lands, described or intended to be described in the deposited plans or book of reference, the Company may apply to two justices for the correction thereof, after giving ten days notice to the owners of the lands affected by the proposed correction, and if it appears to the justices that the same arose from mistake they shall so certify, stating the particulars thereof, and their certificate shall be deposited with the deposited plans and book of reference,

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and shall be kept therewith, and subject and according to the same enactments and provisions as apply thereto, and thereupon the deposited plans or book of reference (as the case requires) shall be deemed to be corrected according to the certificate, and the Company may enter, or take, hold, and use the lands accordingly.

Tolls.

45. It shall be lawful for the Company to demand for the use of the said roads, and the said embankment or esplanade, or any part thereof, tolls not exceeding the following:

For every carriage, cart, van, or other vehicle drawn by one horse or mule, sixpence:

For every carriage, cart, van, or other vehicle drawn by two horses or mules, ninepence:

For every carriage, cart, or van drawn by two horses or mules, and carrying more than eight passengers, one shilling and threepence:

For every vehicle drawn by one or more donkeys, fourpence:

For every horse or mule not drawing, twopence:

For every donkey not drawing, one penny:

For every ox or cow, twopence:

For sheep or pigs, per head one halfpenny, or per score sixpence:

For any other animal not above specified, sixpence:

For every foot passenger, one penny:

As to toll on Maiden Hill Road.

Provided that it shall not be lawful for the Company to demand any toll for a foot passenger using any part of the Maiden Hill Road.

Penalties on toll collectors for certain offences.

46. Every toll collector who shall commit any of the following offences shall forfeit a sum not exceeding five pounds for every such offence; (that is to say,)

If he do not place in the front or on some other conspicuous part of the toll-house or other place where he shall be on duty his Christian and surname in legible characters, and continue the same so placed during the whole time he is on duty:

If he either refuse to permit any person to read, or in any way hinder any person from reading, the inscription on such board:

If he refuse to tell his Christian name and surname to any person demanding the same who shall have paid or tendered the tolls demanded of him, or if he give a false name to any such person:

If he demand or take a greater or less toll from any person than he shall be authorised to do by virtue of this Act and the orders of the Company made in pursuance thereof:

If upon the legal toll being paid or tendered he do unnecessarily detain or wilfully hinder any carriage or any person from passing upon the road, embankment, or quays:

If he make use of any scurrilous or abusive language to any passenger upon, or to any person lawfully using the roads, embankment, esplanade, cut, or canal, or the quays or wharves thereon.

Security for completion of works.

47. Before the works authorised by this Act are commenced the Company shall invest in the consolidated three pounds per centum per annum annuities, in the joint names of Charles Cecil Trevor, assistant secretary of the Harbour Department of the Board of Trade, and James Goodson, of Kensington Gardens Square, London, Esquire (in this section called the trustees), the sum of twenty-five thousand pounds, which sum when so invested, with all dividends to accrue thereon (which dividends shall from time to time, as they become payable, be invested in like manner and accumulated therewith), shall be and continue a fund in trust for the following purposes; (that is to say,)

First. So soon as it appears to the satisfaction of the trustees that the works are so far made that the trust fund will be sufficient to complete the works, then the trustees shall transfer two thirds of the trust fund to the Company, or as they direct, to be applied for that purpose. One third of the trust fund shall be retained by the trustees to provide against any default or neglect of the Company to construct and maintain the groynes referred to in clause 49 of this Act:

Secondly. Or in case the Company do not within five years after the passing of this Act complete such works, then the trust fund shall be applied in or towards removing or completing, in such manner and to such extent as the trustees direct, such parts of such works as are then made but left unfinished, or in restoring the site thereof as near as may be to its former condition:

Thirdly. Or in case the Company after having commenced such works at any time thereafter fail for six consecutive months to proceed with or make reasonable progress in making the works, then the trustees, if they in their discretion think proper, may forthwith apply the trust fund for removing such part of the works as are made but left unfinished, or in restoring the site thereof as near as may be to its former condition, in like manner as if the five years had actually expired:

Fourthly. If any balance shall remain in the hands of the trustees after paying all expenses to arise under and incident

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to this section, such balance shall be paid by the trustees to the Company.

No personal liability shall attach to the trustees in connexion with or under this Act.

Approval of Board of Trade for works below high-water mark.

48. Before commencing any work below high-water mark at ordinary spring tides the Company shall deposit at the Board of Trade plans, sections, and working drawings of every such work for the approval of the Board of Trade, to be signified in writing under the hand of a secretary or assistant secretary of the Board of Trade, and every such work shall be commenced and made only in accordance with their approval, and in such order, with reference to any other such work, as they may direct; and when any such work is begun or made the Company shall not at any time alter or extend the same below high-water mark at ordinary spring tides without first obtaining the like approval of the Board of Trade; and if any work below high-water mark at ordinary spring tides be commenced, completed, or altered contrary to the provisions of this section, the Board of Trade may abate and remove the same, and restore the site thereof to its former condition at the expense of the Company, and the amount thereof shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs of suit, or may be recovered with costs as a penalty; and all the provisions of this section shall apply to the said navigable channel, cut, or canal by this Act authorised in the same manner as if the said channel, cut, or canal were a work below high-water mark of ordinary spring tides.

As to erection of groynes if required by the Board of Trade.

49. If at any time hereafter it shall be found that shingle or sand accumulate to the northward along the line of embankment authorised by this Act, the Company shall construct and maintain proper groynes at such places, and at such intervals apart, of such extent, and of such mode of construction as the Board of Trade shall from time to time direct, and if the Company fail to comply with the provisions of this section the Board of Trade may construct and maintain such groynes at the expense of the Company, and the amount of such expenses 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.

As to exhibition of lights during construction of works.

50. The Company shall, on or near the works below high-water mark hereby authorised, during the whole time of the constructing, altering, or extending thereof, exhibit and keep burning at their own expense every night, from sunset to sunrise, such lights (if any) as the Board of Trade from time to time requires or approves. If

the Company fails to comply in any respect with the provisions of the present section, or the section next following, they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Exhibition of lights after vesting of Sandwich Channel in the Corporation of Sandwich.

51. On the vesting of the Sandwich Channel in the Corporation of Sandwich the Corporation shall, at the entrance of the cut or canal hereby authorised, exhibit and keep burning, from sunset to sunrise, such lights (if any) as the Corporation of Trinity House of Deptford Strond may from time to time require or approve.

Power to Board of Trade to order local survey at expense of Company.

52. If at any time it is deemed expedient by the Board of Trade to order a local survey and examination of any works of the Company in, over, or affecting any tidal or navigable water or river, or of the intended site thereof, the Company shall defray the costs of every such local survey and examination, and the amount thereof shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs, or may be recovered with costs as a penalty is or may be recoverable from the Company.

Works affecting tidal waters abandoned may be removed by Board of Trade at expense of Company.

53. If any work made by the Company in or across any tidal or navigable water, or if any portion of any such works affecting any such water or access thereto, be abandoned or suffered to fall into disuse or decay, the Board of Trade may abate, alter, and remove the same, and restore the site thereof to its former condition at the expense of the Company, and the amount thereof shall be a debt due from the Company to the Crown, and be recoverable accordingly with costs of suit, or may be recovered with costs as a penalty.

Saving for Trinity House.

54. Nothing in this Act shall prejudice or derogate from the jurisdiction or authority, or any of the rights or privileges, of the Corporation of the Trinity House, Deptford Strond.

Saving rights of the Crown in the foreshore.

55. Nothing contained in this Act shall authorise the Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Board of Trade, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give); neither shall anything in this Act contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

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Saving of rights as to future accretions.

56. Whereas all lands to the seaward of the lands by this Act authorised to be reclaimed now are below the line of ordinary high-water mark, therefore if any land to the seaward of the lands by this Act authorised 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 below such 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 authorised, 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 the ordinary tides.

Saving rights of Her Majesty's Principal Secretary of State for the War Department.

57. And whereas it is necessary that the lands, hereditaments, and works belonging to Her Majesty, or vested in Her Majesty's Principal Secretary of State for the War Department for the public service, should be preserved intact and free from all intrusion or obstruction: Be it therefore enacted, that nothing in this Act contained shall authorise the Company to enter upon, 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, or powers vested in or exercised by the said Principal Secretary for the time being, without his previous consent signified in writing under his hand, and which consent the said Principal Secretary for the time being is hereby authorised to give, subject to such special or other conditions as he shall see fit to impose on the said Company.

Two new coastguard stations to be erected in lieu of three existing stations at Pegwell Bay.

58. And whereas the proposed embankment will render the present North Shore Coastguard Station in Pegwell Bay useless, and may seriously affect the utility of Shingle End and Pegwell Bay Coastguard Stations respectively: Therefore, before the Company commence the construction of any part of the said embankment, the Company shall submit to the Director of Admiralty Works for the time being, and obtain his approval in writing to the same, plans, sections, elevations, and working drawings and specifications of two new coastguard stations in lieu of the said three coastguard stations first mentioned; and the Company shall convey, free of cost,

to the Lords Commissioners for executing the office of Lord High Admiral of the United Kingdom at least two acres of freehold land for each of the sites of the said two new coastguard stations on such parts of the sea shore most suitable for the erection thereon of such stations, such sites to be approved by the said Director of Admiralty Works; and the Company shall erect thereon and complete at their own expense the said two new coastguard stations within twelve calendar months after the receipt of a notice from the Director of Admiralty Works requiring them so to do.

Saving rights of the Crown.

59. Nothing contained in this Act or in any of the Acts herein referred to shall authorise the Company to take, use, or in any manner interfere with any land or hereditaments, or any rights of whatsoever description, belonging to the Queen's most Excellent Majesty in right of her Crown, and under the management of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, without the consent in writing of the same Commissioners, or one of them, on behalf of Her Majesty, first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give); neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Confirming agreement with the Marquis Conyngham.

60. The agreement set out in the First Schedule hereto, and bearing date the ninth day of August one thousand eight hundred and seventy-two, and made between the Most Honourable Francis Nathaniel Marquis Conyngham, of the one part, and Richard Laird and William Gritten, of the other part, is hereby confirmed and made binding upon the Company hereby incorporated, in the same manner as if the name of the said Company had been inserted therein instead of the names of the said Richard Laird and William Gritten, and the seal of the Company had been thereto affixed, and the Company shall observe and perform the said agreement accordingly.

Confirming agreement between the Earl of Guilford and the Company.

61. The agreement set forth in the Second Schedule to this Act, and bearing date the thirtieth day of April one thousand eight hundred and seventy-three, and made between the Right Honourable Dudley Francis Earl of Guilford, of the one part, and James Hutt and Edward Frederick Devenish Walshe, of the other part, is hereby confirmed and shall be carried into full effect; and the said agreement shall be as valid and binding upon the Company as if the name of the Company had been inserted therein instead of the

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names of the said James Hutt and Edward Frederick Devenish Walshe, and the seal of the Company had been thereto affixed, and the Company shall observe and perform the said agreement accordingly.

Lock and sluice gates to be placed in the river.

62. For the protection of the rights and interests of the said Commissioners of Sewers for several limits in the eastern parts of the county of Kent, the following provisions shall take effect: Before admitting water into the Sandwich Channel, and before damming or stopping up the Stour at the several points referred to in this Act, or any of them, and before diverting the existing course of the said river, the Company shall construct in and across the said river, at or near but below the North Poulders Sluice, a good and sufficient lock and sluice gates, with double pointed doors thereto, for the purpose of passing the boats or vessels usually navigating the part of the said river above the situation of the said lock and gates, and for the purpose of giving a free flow of water downwards in the said river, and for retaining the fresh water above the gates in the said river, and preventing the flow of salt water into the same; and the said lock and sluice gates shall be constructed at such point and in accordance with plans to be agreed upon between the engineer for the time being of the said Commissioners, the Corporation of Sandwich, and the Company respectively, or in case of difference to be settled by an engineer to be appointed by the Board of Trade at the expense of the Company; and the said lock and sluice gates when made shall be vested in and be under and subject to the control of the said Commissioners, and maintained by them, provided that the regulations to be made for the use of such lock and gates by the said Commissioners shall be settled from time to time by them in concert with the Corporation of Sandwich, and in the event of any difference with respect thereto such difference shall be referred to an arbitrator to be appointed by the Board of Trade on the application of either party. All costs (if any) incurred by the Board of Trade in selecting or appointing an arbitrator under this section shall be paid to the Board by the party applying for such appointment, and such costs shall be deemed to be part of the costs of the arbitration, which shall be paid by such persons and in such proportions as the arbitrator shall determine. For the purpose of acquiring the land which may be necessary for the said lock and sluice gates the said Commissioners may and they are hereby authorised to use and exercise the powers and authorities for the purchase and acquisition of lands vested in them by the Act passed in the third and fourth years of the reign of King William the Fourth, intituled "An Act to amend the laws relating to sewers," or of any

other Act amending or extending the same; and all purchase moneys, compensations, costs, charges, and expenses which may become or be payable under the said Act for or on account of such purchase and taking of lands shall be borne and paid by the said Company.

As to dredging of river

63. From and after the construction of the said lock and sluice gates the said Commissioners shall well and effectually exercise the powers vested in them of dredging and keeping open the course of the River Stour down to the said lock and sluice gates, and the said Corporation shall in like manner dredge and keep open the said river below the said lock and sluice gates under the powers vested in them as respects the Sandwich Haven.

Company to keep open the old river between the Stonar Sluice and the new channel.

64. The Company shall be empowered and they are hereby required, so far as may be necessary for the efficient discharge of the drainage waters by and through Stonar Sluice, and for their passage to the Sandwich Channel, from time to time to dredge and cleanse the bed of the said River Stour between the eastern end of the Stonar Cut and the said Sandwich Channel to the reasonable satisfaction of the said Commissioners of Sewers or their officer; any difference with reference thereto to be determined by an arbitrator to be appointed by the Board of Trade at the expense of the Company.

Banks of the channel to be of certain height and width.

65. The Company in making the Sandwich Channel authorised by this Act shall make and afterwards maintain the bank on each side thereof throughout the whole length of the full width at the top of not less than nine feet, and of the height of not less than seven feet above the line of average high water at spring tides, and after making the said channel the width and height of the said banks shall not be reduced or diminished in any part without the consent of the said Commissioners: Provided always, that from and after the vesting of the said Sandwich Channel, under this Act, in the said Corporation of Sandwich, the obligations in this and the preceding section shall be discharged by the said Corporation.

As to drainage of Lydden Valley.

66. And whereas the Sandwich Channel will intercept the sewer or cut which conveys the drainage of the Lydden Valley, in the parish of Worth, to the Black Sluice in Sandwich Haven, it is hereby enacted, that at the point where such intersection may take place, or at such other convenient point as may be agreed upon between the engineer of the Company and the engineer of the said Commissioners, a self-acting sluice gate or gates shall be erected at the cost of the Company for shutting in and letting out the water from time to time, such sluice-gate or sluice-gates to be under the

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control of the said Commissioners, who shall have access thereto at all times for the use, repair, and maintenance of such sluice-gate or sluice-gates, and in the event of any difference arising as to the provision of such sluice-gate or sluice-gates, or as to the construction thereof, the same shall be referred to the decision of an arbitrator to be appointed by the Board of Trade at the Company's expense: Provided always, that the cost which the said Commissioners may incur and sustain in altering the course of such sewer or cut, or the smaller ditches connected therewith, or in adapting the same to the Sandwich Channel, in the event of the said Commissioners electing to execute such works, shall be borne by the said Company, the amount of such costs to be settled, in the event of difference, by an arbitrator to be appointed as aforesaid.

As to Minster drain and sluice gate.

67. From the mouth, in Sandwich Haven, of the ditch or drain carrying the water from the Minster Sluice the Company shall construct and maintain through the land proposed to be reclaimed under this Act, or along the bed of the River Stour, proposed to be abandoned, to an outfall into the sea through the embankment or sea wall by this Act authorised, a continuation of the said ditch or drain, either as an open drain or by means of a culvert, at which outfall in the said embankment a proper tunnel or culvert, and proper self-acting sluice gate or gates, shall be constructed and maintained by the Company; and the prolongation of such ditch or drain, and such tunnel or culvert, sluice-gate or sluice-gates, shall respectively be made in accordance with plans and at such level as shall be agreed upon between the engineer for the time being of the said Commissioners of Sewers and the engineer of the Company, or, in case of difference, settled by an engineer to be appointed by the Board of Trade at the expense of the said Company; and the said prolonged ditch or drain, tunnel or culvert, shall be from time to time kept properly cleansed by the Company to the satisfaction of the Commissioners or their officer, and the said outfall gate or gates shall be under the control of the said Commissioners.

Provision for default as to works to be done.

68. If the Company or Corporation of Sandwich fail to execute any work, or to do anything which by the provisions of this Act relating to the Commissioners the Company or Corporation are required to make or do, the Commissioners may, if they think fit, execute such work or do such thing as aforesaid, and the costs and expenses of the Commissioners in and about the execution of such works or the doing of such thing as aforesaid shall be paid on demand to the Commissioners by the Company or Corporation, as the case may be.

Saving rights of Commissioners.

69. Except as in this Act is expressly provided, nothing in this Act shall prejudicially affect any power of abating or removing nuisances or obstructions, or any other power, or any right, privilege, or authority vested in or enjoyed by any Commissioners of Sewers for any district or limits in the county of Kent, or otherwise, and all such Commissioners shall continue to have and enjoy every such power, right, privilege, or authority as aforesaid as if this Act had not been passed.

Saving rights of Corporation of Sandwich.

70. Except as in this Act is expressly provided, nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the rights, privileges, powers, or authorities of the Corporation of Sandwich existing at the time of the passing of this Act.

Expenses of Act.

71. All the costs, charges, and expenses of and incident to the preparing and applying for, obtaining, and passing of this Act, including the costs of the mayor, aldermen, and burgesses of Sandwich, shall be borne and paid by the Company.

THE FIRST SCHEDULE.

MEMORANDUM OF AGREEMENT made this 9th day of August 1872, between the Most Honourable Francis Nathaniel Marquis Conyngham, of the one part, and Richard Laird, of No. 7, Grand Acre Terrace South, Penge Park, in the county of Surrey, gentleman, and William Gritten, of No. 115, Leadenhall Street, in the city of London, surveyor, of the other part. Whereas the said Marquis Conyngham, as lord of the manor of Minster, is entitled or claims to be entitled to the soil of the foreshore or flats known as the Pegwell Bay Flats, Pegwell Bay, in the county of Kent, and coloured pink on the plan hereunto annexed, containing by estimation one thousand two hundred and fifteen acres, or thereabouts: And whereas the said Richard Laird and William Gritten are the promoters of a scheme for the reclamation of the said foreshore or flats, and propose to form a company for the purpose of carrying out such scheme, and have applied to the said Marquis for his consent thereto, which he has agreed to give upon the terms and conditions herein-after expressed and contained: Now these presents witness, and it is hereby agreed by and between the said parties hereto, that the said Marquis shall, immediately upon the said company so to be formed as aforesaid obtaining an Act of Parliament for the reclamation of the said foreshore or flats, grant and convey unto the said company and its successors all his rights and interests in the said foreshore or flats, provided that the said Richard Laird and William Gritten do and they hereby agree, in consideration of such grant and conveyance as aforesaid, that they will procure to be conveyed or released unto the said Marquis, his heirs and assigns, one sixth part in value of the said foreshore or flats when duly and effectually reclaimed, such one sixth part to be in a convenient situation for occupation with the other lands of the said Marquis adjoining the said foreshore, and the value of the said foreshore or flats when so reclaimed to be assessed and ascertained as for agricultural purposes only, regard also being had to the rights and interests of the Crown (if any) in and over the same; that the said Marquis shall show the grant from the Crown under which he derives title to the soil of the said foreshore or flats, but as regards subsequent title the said Marquis shall not be bound to produce any title other than an indenture of settlement dated the 16th day of February 1846, under which the conveyance by the said Marquis will be made by virtue of the power of sale therein contained, and all the recitals in the said indenture of settlement shall be deemed correct, and no requisition or objection shall be made in respect of the title prior to the said settlement, and no release shall be required of any mortgage jointure or other charge affecting or which may be deemed to affect the rights and interest of the said Marquis in the said foreshore or flats, but the said Marquis shall enter into a covenant of indemnity with the said company against all such charges, which shall be accepted as sufficient; that this agreement shall be conditional upon an Act of Parliament authorising the reclamation of the said foreshore or

flats being obtained before the month of September one thousand eight hundred and seventy-four, and upon such Act confirming this agreement and making the same binding on the undertakers under the Act; that in case any difference shall arise as to the value, situation, or quantity, or fencing of, or any other matter with reference to the said one sixth part in value of the reclaimed land hereby agreed to be conveyed or released to the said Marquis under this agreement, such difference shall be referred to the arbitration of two referees, one to be appointed by the said Marquis, and the other by the undertakers of the works under the Act, and of an umpire to be appointed by the referees before they proceed on the reference, and the award of any two of the referees and umpire shall be binding on the said Marquis and the undertakers; and the submission to a reference may be made a rule of any of Her Majesty's Courts at Westminster, and shall be deemed a reference to arbitration pursuant to the Common Law Procedure Act, 1854, or any subsisting statutory modification thereof; and the award may fix the amount of costs, and direct by whom the same shall be paid. As witness the hands of the said parties hereto the day and year first above written. A.D. 1873.

Witness,
Thos. Milner Gibson.

Conyngham.

THE SECOND SCHEDULE.

An Agreement made the 30th day of April 1873, between the Right Honourable Dudley Francis Earl of Guilford, of the one part, and James Hutt, of Victoria Street, in the city of Westminster, public accountant, and Edward Frederick Devenish Walshe, of No. 13, Clarges Street, Piccadilly, in the county of Middlesex, gentleman, members of the provisional committee of a company intended to be incorporated under the name of the Pegwell Bay Reclamation Company, on behalf of themselves and all other the proprietors of the said intended Company, of the other part. Whereas application is now being made to Parliament for an Act incorporating the above-named Company, being a company formed for the reclamation of a certain tract of land in the county of Kent, known as Pegwell Bay and Sandwich Flats, over the greater part of which the tide now flows: And whereas the said Earl of Guilford, being the owner of land to a large extent adjacent to the land so intended to be reclaimed as aforesaid, was, prior to the arrangement embodied herein, adverse to the said scheme, and was in fact opposing the passing of the said Act of Parliament, but he has recently consented to withdraw his opposition to the preamble of the Bill before Parliament, now being promoted by the said provisional committee, upon the terms herein-after contained, and in consideration of the said Earl of Guilford's withdrawal of opposition as aforesaid, the said James Hutt and Edward Frederick Devenish Walshe have assented to the terms herein-after

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contained: Now these presents witness that, in consideration of the premises, the said James Hutt and Edward Frederick Devenish Walshe, on behalf of themselves, jointly and severally, and of all other the proprietors of the said intended Company, do and each of them doth hereby undertake and agree with the said Earl of Guilford, and the said Earl of Guilford doth hereby undertake and agree with the said James Hutt and Edward Frederick Devenish Walshe, as follows:

1. Of the whole land which shall be reclaimed by the said intended Company on that side of the River Stour on which is situated the property of the said Earl of Guilford one equal fourth part shall go and belong to the said Earl of Guilford.

2. The said one equal fourth part shall consist of one entire piece of land comprising a frontage towards the sea of one equal fourth part in length of the whole frontage toward the sea of the land which shall be reclaimed as mentioned in the first clause hereof, and such land in rear thereof as shall be requisite to make up the said one equal fourth part of the whole land which shall be reclaimed as aforesaid: Provided that such one fourth of frontage as aforesaid shall be measured from that end of the new embankment proposed to be erected by the said intended Company which shall abut upon the property of the said Earl of Guilford, and that the land which, under the terms hereof, shall go and belong to the said Earl of Guilford, his heirs and assigns, shall not comprise the embankment with the drive, esplanade, or road which is intended to run along the said new embankment, it being the intention of the parties hereto that the said drive or esplanade shall remain the property of the said intended Company.

3. All land which shall be reclaimed and taken by the said Company, including the said esplanade or road so far as the same shall abut upon the land of the said Earl of Guilford, shall be fenced off from all land belonging to, or which, under the terms hereof, shall be selected by, the said Earl of Guilford with an ordinary substantial post and rail fence in such a manner as shall be approved by the said Earl of Guilford, his heirs or assigns, or his or their steward or agent; such post and rail fence shall be maintained in good repair by the said intended Company.

4. The said intended Company shall, so soon as they shall be requested so to do, convey all land which, in accordance with the terms hereof, shall go and belong to the said Earl of Guilford, his heirs and assigns, to him and them, or as he or they shall appoint. All costs, charges, and expenses of the said Earl of Guilford, his heirs, appointees, or assigns, attending or incidental to these presents, to such conveyance as aforesaid, and in, about, and in relation to the said Bill, shall be paid by the said intended Company out of the first moneys raised under the said intended Act.

5. The drive, road, or esplanade herein-before referred to, or so much thereof as shall abut upon the land of the said Earl of Guilford, his heirs and assigns, as also the continuation road, drive, or esplanade which is proposed to be made by the said intended Company along the shore in extension of the said embankment, drive, road, or esplanade to the mouth of the cut proposed to be made by the said intended Company (the land necessary for which said continuation road of a width equal to the average width of the said drive, road, or esplanade along

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the said embankment is in consideration of the premises to be conveyed to the said intended Company by the said Earl of Guilford), shall be made and maintained in good repair by the said intended Company and their assigns. The said Earl of Guilford and his heirs for ever shall have full right, either on foot or with horses, carriages, carts, vans, and other vehicles, to pass free of toll on to, over, and upon the said drive, road, or esplanade.

6. Any provision contained herein which ought, in the opinion of the legal advisers of the said Earl of Guilford, his heirs or assigns, to be inserted in any or all of the conveyances to be executed to him and them by the said intended Company shall be so inserted, and in such form and manner as to such legal advisers shall seem desirable.

7. If any difference or dispute shall arise between the parties to these presents, or their respective representatives, or any of them, touching the due and fair construction of these presents, or any act done or to be done in pursuance hereof, or anything relating hereto, such difference or dispute shall be referred to arbitration under and according to the provisions of the Common Law Procedure Act, 1854, and all the costs and expenses of both parties of and incidental to every such arbitration shall, in the absence of an award to the contrary, be borne and paid by the said intended Company.

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