ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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Cap. ccxxxi.

An Act to revive and extend the Powers of the River *Fergus* Navigation and Embankment Company, and for authorizing the Company to embank and reclaim from the Sea other Waste Lands on the Sides of the River *Fergus* in the County of *Clare*; and for other Purposes.

[5th *July* 1865.]

WHEREAS by "The River *Fergus* Navigation and Embankment Act, 1860," the River *Fergus* Navigation and Embankment Company (herein-after called "the Company") were incorporated, and were authorized to execute certain Works for the Purpose of improving the Navigation of the River *Fergus*, and of embanking and reclaiming from the Sea certain Waste Lands subject to be overflowed by the Tide on the Eastern and Western Sides of the River *Fergus*, and to enter upon, take, and use certain Lands therein mentioned or referred to for those Purposes: And whereas it was provided by the said Act that the Powers of the Company for the compulsory taking of Lands for the Purposes of that Act should not be exercised after the Expiration of Four Years after the passing of the said Act, and that the Powers of the Company 23 & 24 Vict. c. cxc.

pany for executing the Works by that Act authorized should on the Expiration of Seven Years after the passing of the said Act cease and determine: And whereas the said Powers for the compulsory taking of Lands have now expired without having been fully or sufficiently exercised by the Company, and it is expedient to revive and re-enact the said Powers, and also to extend and continue the Powers of the Company for executing the said Works for a further Period: And whereas by the said Act Provision is made for the Payment by the said Company of a Sum of Twenty thousand Pounds as Compensation for and in satisfaction of all the Estate, Right, Title, Interest, Claim, or Demand of Her Majesty, and of the Most Honourable *Francis Nathaniel* Marquis *Conyngham* and the Right Honourable *George* Baron *Leconfield*, in or to the Soil of the Waste Lands therein mentioned or any Part thereof, and it is thereby directed that the same should be paid by the Company, in the Manner therein mentioned, on or before the First Day of *January* One thousand eight hundred and sixty-four, and that if the said Sum should not be paid on the Day aforesaid the Amount unpaid should thenceforth carry Interest at the Rate of Four *per Centum per Annum*: And whereas the Company have not paid in the Manner therein mentioned, or at all, the said Sum of Twenty thousand Pounds or any Part thereof, and it is expedient to allow the Company a further and extended Period for making such Payment, and to relieve the Company from Payment of any Interest upon the said Sum until after the Expiration of such extended Period: And whereas there are further and other Waste Lands and Mud Banks on the Eastern and Western Sides of the said River *Fergus*, in addition to those by the said Act authorized to be embanked and reclaimed, which are also now subject to be covered by the tidal Waters, and are consequently unproductive, and it would be of local and public Advantage if the same were reclaimed and brought into Cultivation: And whereas the Company are willing, at their own Expense, in consideration of the Lands reclaimed being vested in them, subject to the Provisions of this Act, to undertake the Embankment and Reclamation of such last-mentioned Lands, and it is expedient that they should be authorized to undertake the same: And whereas Plans and Sections showing the Lands in respect of which the said Powers for the compulsory taking of Lands are to be revived, and a Book of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said Lands, have been deposited with the Clerk of the Peace for the County of *Clare*, and Plans and Sections showing the Situation and Lines and Levels of the proposed Works to be authorized by this Act, and the Lands in which the said Works are proposed to be made, and the Lands proposed to be embanked and reclaimed under this

this Act, together with a Book of Reference to such last-mentioned Lands containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said further Lands proposed to be taken, and in, through, and upon which the said Works will be made, which last-mentioned Plans, Sections, and Book of Reference are herein-after called the deposited Plans, Sections, and Book of Reference, have also been deposited with the said Clerk of the Peace for the County of *Clare:* And whereas Copies of the said Plans respectively have been deposited at the Office of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, and have been signed by the Honourable *James Kenneth Howard*, One of such Commissioners, on which Plans the Lands by the recited Act authorized to be embanked and reclaimed are coloured Red, and the further Lands in addition thereto which it is intended that the Company shall be by this Act authorized to embank and reclaim are coloured Brown: And whereas it is expedient that the said Act should be in other respects amended: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "The River *Fergus* Navigation and Embankment Amendment Act, 1865."

This Act and recited Act to be as One.

2. This Act shall be read as amending the recited Act where so expressed, or where this Act is repugnant to or inconsistent with the recited Act, and subject thereto, this and the recited Act shall be read and construed together as One Act.

8 & 9 Vict. cc. 16., 18., & 20., 14 & 15 Vict. c. 70., &c., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

3. "The Companies Clauses Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," except such Portions thereof as are repealed or otherwise provided for by "The Railways Acts (*Ireland*), 1851 and 1860," with respect to the Purchase and taking of Land otherwise than by Agreement, and so much of "The Railways Clauses Consolidation Act, 1845," as relates to the temporary Occupation of Lands near the Railway during the Construction thereof, the same being hereby limited to such Lands as are laid down on the deposited Plan within the Limits of Deviation, and further as provided for in Section 16 of this Act, and to the Recovery of Damages not specially provided for, and of Penalties, and to the Determination of any other Matter referred to Justices, and Part I., relating to the Construction

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Construction of a Railway, and Part II., relating to Extension of Time, of "The Railways Clauses Act, 1863," are incorporated with this Act and the recited Act; and in construing the said Railways Clauses Acts the Expression "the Railway," and "the Centre of the Railway," in those Acts is to be read and taken as meaning the Works by this Act or the recited Act authorized.

Interpretation.

4. The several Words and Expressions to which in the Acts incorporated wholly or partially with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless the contrary be expressed, or unless such Meanings be excluded by the Subject or Context.

Waste Land

5. The Expression "Waste Lands" in this Act means and includes the Waste Lands, Sand Banks, Mud Lands, Mud Banks, or Slobs delineated on the deposited Plans and specified in the Book of Reference, and which are coloured Red and Brown on the Copies of the said Plans so signed and deposited at the Office of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, as herein-before mentioned.

Company may increase Number of Directors.

6. It shall be lawful for the Company, by the Resolution of a Special General Meeting, to increase the Number of Directors, so that the increased Number shall not exceed Nine, and thereupon to make the necessary Provisions as to the Retirement by Rotation of such increased Number of Directors.

Reviving Powers for compulsory taking of Lands.

7. The Powers by the recited Acts granted to the Company to enter upon, take, and use the Lands therein mentioned shall be and are hereby revived, and notwithstanding the Expiration of the Period prescribed by that Act for the compulsory taking of Lands, it shall be lawful for the Company, subject to the Provisions of this Act, and of the Acts incorporated therewith, to enter upon, take, and use such of the Lands mentioned or referred to in the recited Act as they from Time to Time think necessary for the Purposes of the recited Act; but the Powers so revived or re-enacted for the compulsory taking of the said Lands shall not be exercised after the Expiration of Four Years from the passing of this Act.

Extending Period for Payment of 20,000*l.* into Bank of England.

8. Notwithstanding anything in the recited Act contained, the Period within which the Company are by the Thirty-first Section of the recited Act bound and required to pay into the Bank of *England* the Sum of Twenty thousand Pounds, in the said Section specified as Compensation for and in satisfaction of all the Estate, Right, Title, Interest, Claim, or Demand of Her Majesty, and of the said Marquis *Conyngham*

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Conyngham and *George* Baron *Leconfield*, as before recited, is hereby extended to the First Day of *January* One thousand eight hundred and sixty-eight, in the same Manner to all Intents and Purposes as if that Period had been originally prescribed by the recited Act, and the Company shall be relieved and discharged from the Payment of any Interest in respect of the said Sum remaining unpaid up to and until that Day; and all the Clauses, Conditions, and Provisions in the said recited Act contained in relation to the said Sum of Twenty thousand Pounds, and to any Interest thereon, shall be read and construed as if the said First Day of *January* One thousand eight hundred and sixty-eight had been mentioned therein instead of the First Day of *January* One thousand eight hundred and sixty-four, and as so altered shall continue and be binding and in force.

Certain Sections of first-recited Act incorporated.

9. Sections 31 to 36, both inclusive, of the recited Act shall be incorporated with and be deemed to be Part of this Act, except that in Section 31 the Date of the First Day of *January* One thousand eight hundred and sixty-eight shall be read instead of and deemed to be substituted for the First Day of *January* One thousand eight hundred and sixty-four, and the Date of the First Day of *January* One thousand eight hundred and seventy shall be read instead of and deemed to be substituted for the First Day of *January* One thousand eight hundred and sixty-six; and except that in Section 32 the Date of the First Day of *January* One thousand eight hundred and seventy shall be read instead of and deemed to be substituted for the First Day of *December* One thousand eight hundred and sixty-six; and Sections 34 to 36, both inclusive, shall apply to the additional Waste Lands by this Act authorized to be reclaimed, as well as to the Waste Lands by the recited Act authorized to be reclaimed: Provided always, that in order to provide for the Appointment of an Arbitrator on behalf of Owners entitled to Allotments in respect of Waste Lands reclaimed under the recited Act or this Act, the Company shall convene a Meeting of the Owners so entitled, to be held at some convenient Place in the Neighbourhood of the reclaimed Lands, and every such Meeting shall be called by public Advertisements inserted once at least in Two consecutive Weeks in some Newspaper circulating in the County of *Clare* and in the Neighbourhood of the reclaimed Lands, the last of such Insertions being not less than Fourteen Days prior to the Meeting, and the Meeting so called shall appoint an Arbitrator to act on behalf of the Owners, and at such Meeting the Decision of the Majority of the Owners present shall bind the Minority and all absent Owners; provided also, that if there be not more than One Owner so entitled, he shall be entitled to appoint such Arbitrator, and on his Failure to appoint an Arbitrator, and if there be Two or more Owners so entitled, then on the

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Failure of the Meeting so convened to appoint an Arbitrator, the Board of Trade, on the Application of any Owner, or of the Company, may appoint an Arbitrator to act on behalf of the Owners.

Compensation for Rights of the Crown and Grantees thereunder.

10. As Compensation for and in satisfaction of all the Estate, Right, Title, Interest, Claim, or Demand of Her Majesty, and of the said Marquis *Conyngham* and *George* Baron *Leconfield*, claiming under the Grant made by King *James* the First, and the other Grants made by Her Majesty's Predecessors, as in the recited Act mentioned, in and to the Soil of the Waste Lands coloured Brown on the Copies of the said Plans deposited at the Office of Her Majesty's Commissioners of Woods, Forests, and Land Revenues, as before mentioned, or any Part thereof, the Sum of Two thousand Pounds shall be paid by the Company on or before the First Day of *January* One thousand eight hundred and sixty-eight into the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery in *England*, to be placed to the Account there of such Accountant General, to an Account to be entitled "The Account of the Queen's most Excellent Majesty, and of *Francis Nathaniel* Marquis *Conyngham* and *George* Baron *Leconfield*," pursuant to the Method prescribed by an Act for the Time being regulating Money paid into the said Court; and if the said Sum of Two thousand Pounds shall not be paid on the Day aforesaid, the Amount unpaid shall thenceforth carry Interest at the Rate of Four *per Centum per Annum*, to be paid into the Bank of *England* in like Manner as the Principal, until the Principal is wholly paid, and such Principal and the Interest thereon (if any) shall, except as herein-after provided, be a Charge in favour of Her Majesty, Her Heirs and Successors, and of the said Marquis *Conyngham* and *George* Baron *Leconfield*, claiming under Grants as aforesaid, according to their respective Interests, upon the said Lands and all the Works of the Company, and such Charge shall take Priority over all other Charges and Incumbrances whatsoever; and if all Principal and Interest be not so paid on or before the First Day of *January* One thousand eight hundred and seventy, the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, may, from Time to Time, sell in such Manner as they or he may deem expedient, so much of the Waste Lands as they or he may deem requisite to pay the Principal and Interest so unpaid and in arrear, and all Costs; and every Conveyance which the Commissioners, or either of them, execute in favour of a Purchaser, at or under any such Sale, shall be effectual to pass the Fee Simple and Inheritance in Fee Simple in Possession of such Part of the Waste Land as is expressed to be thereby conveyed, and the Purchaser or Purchasers of the Waste Lands sold shall be respectively entitled and have the same

Rights

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Rights and Powers with respect to the Execution of the Works by this Act authorized, and with respect to the Embankment and Reclamation of the Waste Land sold to them or him respectively, and otherwise, so far as such Rights and Powers affect the same Lands as are by this Act vested in and conferred upon the Company; and the Receipt of the Commissioners or either of them for the Purchase Money shall in every Case be a sufficient Discharge to the Purchaser, who shall not be bound or at liberty to inquire whether any Default in Payment has been made, or as to the Necessity for or Legality or Propriety of such Sale; and the Purchase Money arising from such Sales shall be applied in or towards paying, first, the Costs of the Commissioners, and next the Principal and Interest then due, which Principal and Interest shall be paid by the Commissioners into the Bank of *England* in like Manner as the same is herein-before directed to be paid by the Company, and the Balance (if any) of such Purchase Monies shall be paid over to the Company: Provided always, that the Sum of Two thousand Pounds and Interest shall be deemed to be charged and paid only in respect of the Rights in the Soil of the additional Waste Lands by this Act authorized to be reclaimed; and such Charge and Payment shall not affect any Rights or Claims which Her Majesty, or the said *Francis Nathaniel* Marquis *Conyngham*, or *George* Baron *Leconfield*, as aforesaid, may have or be entitled to under the Provisions of this Act as Owners abutting on the Waste Lands: Provided also, that nothing herein contained shall affect or prejudice the Rights or Claims of the Company under Section 32 of the said recited Act, which, subject to the Substitution of Dates as herein-before above specified, shall be deemed to be incorporated with and to form Part of this Act as herein-before provided.

Certificate to be granted on Payment of 2,000*l.* and Interest.

11. Provided always, That if the Company shall, after the additional Waste Lands authorized to be reclaimed by this Act, and on the before-mentioned Copies of the said Plans coloured Brown, have been reclaimed by them to the Satisfaction of Her Majesty's Woods and Forests and Land Revenues, or either of them, pay into the Bank of *England* to an Account to be entitled "The Account of the Queen's most Excellent Majesty and of *Francis Nathaniel* Marquis *Conyngham* and *George* Baron *Leconfield*," the said Sum of Two thousand Pounds on or before the said First Day of *January* One thousand eight hundred and sixty-eight, or shall, afterwards and within the further Time limited for Payment thereof, pay into the Bank of *England* to that Account the said Sum of Two thousand Pounds, together with Interest thereon, at the Rate and for the Period herein-before provided, the said Commissioners for Woods, Forests, and Land Revenues, or One of them, shall sign and give to the Company a Certificate that such Lands have been reclaimed, and

such

such Payment made as aforesaid; and thereupon the Land mentioned in such Certificate shall be absolutely freed and discharged from the said Sums of Twenty thousand Pounds and Two thousand Pounds respectively, and all Interest thereon and Claims in respect thereof.

Plans and Sections to remain with the Clerk of the Peace.

12. The several Plans and Sections and Book of Reference which have been deposited as in this Act recited shall remain with and be kept by the Clerk of the Peace for the County of *Clare*, who shall allow all Persons to inspect the same, and to make Copies and Extracts therefrom, in like Manner and upon like Terms, and under like Penalty for Default as is provided by the Act of the First Year of the Reign of Her present Majesty, Chapter Eighty-three, with Reference to the Documents therein referred to.

Copies to be Evidence.

13. Copies of the Plans, Sections, and Book of Reference so deposited, or Extracts therefrom, duly certified by the Clerk of the Peace, shall be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

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

Certificate to be deposited.

14. If any Omission, Mis-statement, or erroneous Description be made of Works or Lands, or of the Owners, Lessees, or Occupiers of any Lands delineated on the Plans or specified in the Book of Reference which have been deposited as in this Act recited, the Company may apply to Two Justices of the Peace acting in or for the County of *Clare* for the Correction thereof, and if it be proved to their Satisfaction that any such Error or Omission arose from Mistake or Inadvertence they shall certify the same accordingly; and their Certificate shall be deposited with the Clerk of the Peace, who shall keep the same with the deposited Plans and Book of Reference, which shall be respectively amended or held to be amended in accordance with the Certificate.

Power to Company to execute Works authorized by Act and take Lands for the Purpose.

15. Subject to the Provisions of this Act, the Company may make and maintain in the Lands delineated in the deposited Plans and specified in the deposited Book of Reference thereto, and in the Situation and Lines shown on the deposited Plans, and according to the Levels shown on the deposited Sections, the several Works by this Act authorized, and all such other Embankments, Drains, Cuts, Sluices, Dams, Culverts, Bridges, Roads, and other Works as they think expedient for improving the Navigation, and embanking and reclaiming the Lands proposed to be reclaimed, or any Part thereof, from the Sea, and rendering the same fit for Cultivation, and may enter upon, take, and use such of the Lands so delineated as they from Time to Time think necessary for those Purposes.

16. Pro-

For Protection of the Marquis Conyngham and the Honourable Julia Ball.

16. Provided always, That the Company shall not, without the Consent in Writing of the said Marquis *Conyngham*, purchase or take for the Purposes of their Undertaking any greater Quantity than Forty Acres of *Irish* Plantation Measure of the Lands specified in the Plans and Books of Reference deposited as aforesaid, and whereof the said Marquis *Conyngham* is therein described as the Owner or reputed Owner, and shall not, without such Consent as last aforesaid, purchase or take any greater Portion of such Forty Acres than shall be absolutely necessary for the Works, Roads, and other Conveniences of the Company's said Undertaking; and further, that it shall not be lawful for the Company, except with the previous Consent in Writing of the Honourable *Julia Ball*, her Heirs or Assigns, to enter upon, take, or use any Lands in the Townland of *Fortfergus*, or the Lands numbered respectively on the Plans deposited for the Purposes of this Act, 2, 3, and 8 in the Townland of *Ennisdea* in the County of *Clare*, or any Part of such Lands respectively, or to purchase or take less than One Half of the Land numbered 1 on the said Plan in the said Townland of *Ennisdea*, and it shall not be lawful for the Company without the like Consent to erect any Building upon any Lands entered upon, taken, or used by them, which shall at the Time of the passing of this Act be the Property of the said *Julia Ball*, and if the Company shall purchase or take any Portion of the said Land numbered on the said Plans by the Number 1 in the Townland of *Ennisdea*, they shall also at the same Time and as Part thereof purchase and take the Piece or Strip of Marsh Land adjoining the said Land numbered 1, and which is shown on the said deposited Plans between the Limit of Deviation and the Edge of the Water.

Powers for compulsory Purchases limited.

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

Description of Works.

18. The several additional Works authorized to be made and maintained by the Company under this Act, include the following; (that is to say,)

1. The closing up and diverting of the River *Fergus*, so far as is necessary for the Purposes of this Act:
2. The Embankment and Reclamation of a further Tract of Waste Lands and Mud Banks, now covered by the Sea, and lying on the Eastern Side of the River *Fergus*:
3. An Embankment commencing at the North-western Corner of the present Embankment or Sea Wall, at or on *Ring* or *Clenagh Point*, and running thence in a Direction duly West, for about Three Furlongs and One hundred and sixty-six Yards, thence passing in a direction nearly South, and parallel to the

Channel of the River touching to the Western End of *Deenish* and at a Point on *Feenish Island*:

4. An Embankment commencing at a Point in a Direction nearly South from the North-eastern Point of *Feenish Island*, and ending at a Point in a Direction North from the South-western Point of *Inishmacnaghtan*, and distant about Four hundred and three Yards, in a South-easterly Direction from the North-east Point of *Feenish Island*:

5. An Embankment commencing at a Point on the authorized Embankment on the North-east Side of *Inishmacnaghtan*, about Two hundred and twenty Yards, in a South-easterly Direction, from the North Point of said Embankment, and ending at or near a Point on a Fence about One hundred and eighty Yards, in a Direction nearly South of the Dwelling House occupied by *John Macnamara*, and about Two hundred and seventy-seven Yards distant, in a North-west Direction from the Sluice on the Boundary between the Parishes of *Kilmaleery* and *Kilconry* where said Boundary Stream enters the Estuary of the River *Fergus*:

6. The stopping up, diverting, making, or maintaining, as may be necessary, of Accommodation Roads and Approaches to the said Waste Lands and Works shown on the deposited Plans.

Company not to execute any Works under this Act which might prejudicially affect Navigation of River Shannon, &c.

19. Provided always, That notwithstanding anything in this Act or the Acts incorporated herewith contained, it shall not be lawful for the Company to execute any of the Works by this Act authorized which in the Opinion of the Commissioners of Public Works in *Ireland*, acting in execution of an Act passed in the Session of Parliament holden in the Second and Third Years of the Reign of Her present Majesty, intituled *An Act for the Improvement of the Navigation of the River* Shannon, can in any Manner prejudicially affect the Navigation of the said River *Shannon*, or any of the Piers, Quays, Landing Places, or other Property vested in or being within the Jurisdiction of the said Commissioners, as herein-before defined under the Provisions of the said Act, and it shall not be lawful for the said Company to commence or undertake the Execution of any of the Works by this Act authorized except upon such Terms and Conditions, under such Restrictions, and according to such Plans and Sections as shall, previously to the Commencement of the said Works, be approved of by the said Commissioners of Public Works, or any Two of them, and so signified in Writing under their Hands for that Purpose.

Works below High-water Mark to be executed

20. Previously to commencing any Work below High-water Mark for the Reclamation of Land, or otherwise, under this Act, the Company shall deposit at the Board of Trade Plans, Sections, and Working

ing Drawings of each and every of such Works, for the Approval of the said Board, such Approval to be signified in Writing under the Hand of the Secretary of the Board, and such Works shall be constructed only on such Lines, and in such Direction, and to such Extent and in such Manner as shall be so approved of; and when any such Work shall have been commenced or constructed it shall not be lawful for the Company at any Time to alter or extend the same, without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Works shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Board to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge 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 or may be recoverable from the Company.

according to Plans, &c. approved of by the Board of Trade.

21. No Alteration in the Course of the Channel of the River *Fergus* shall be made except what may be previously approved of and sanctioned by the Board of Trade, and every such Approval and Sanction is to be signified in Writing under the Hand of the Secretary of the Board of Trade.

No Alteration to be made in the Channel of the River unless approved of by Board of Trade.

22. If any Alteration which requires the previous Approval and Sanction of the Board of Trade be made without such Approval and Sanction, signified as aforesaid, it shall be lawful for the said Board to restore the Course of the said Channel; and the Cost of every such Restoration 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 or may be recoverable from the Company.

If made without such Approval, the same may be restored at the Cost of the Company.

23. If and whenever the Board of Trade deem it expedient to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal Water, or of the intended Site thereof, the Company shall defray the Expense 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 of Suit, or may be recovered with Costs as a Penalty.

Board of Trade may order local Survey at Expense of Company.

24. If any Work made by the Company in, under, over, through, or across the River *Fergus*, or if any Portion of any Work which affects or may affect the River or Access thereto, be abandoned or suffered to fall into Disuse or Decay, the Board of Trade may abate and

Works affecting River Fergus abandoned, may be removed by

Board of Trade at Expense of Company.

and remove the same, or such Part or Parts thereof as they from Time to Time deem fit, 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 the Costs of Suit, or may be recovered with Costs as a Penalty.

Saving of Rights as to future Accretions.

25. If any Land to the Seaward of the Lands by the recited Act or by this Act authorized to be embanked or reclaimed shall at any Time after the Execution of any Works under the Authority of the recited Act or 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 such Acts 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 or claim 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 such Acts authorized, or otherwise; but the Right and Title to the Soil and Freehold of such Lands, when so raised or reclaimed, shall continue vested in the Queen's Majesty, the said Marquis *Conyngham*, or *George* Baron *Leconfield*, 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 such Land had continued as the same now is subject to the Flow and Re-flow of the ordinary Tides.

Company not to injure the Drainage of adjoining Lands.

26. Nothing in this Act shall authorize the Company to injure the Drainage of the Lands adjoining the Waste Lands without providing other and equally efficient Drainage and maintaining the same where the Works for such Drainage pass over or through any Part of the reclaimed Land.

Limit of Time for Completion of Works.

27. The Powers of the Company for executing the Works by this Act authorized shall on the Expiration of Seven Years after the passing of this Act cease and determine, except as to such of the said Works as shall have been then executed and completed.

Extension of Time for Completion of Works under recited Act.

28. The Powers of the Company for executing the Works by the recited Act authorized shall be extended to and until the Expiration of the said Period of Seven Years after the passing of this Act, and on the Expiration of the said extended Period such Powers shall in like Manner cease and determine, except as to such of the said Works as shall have been then executed and completed.

29. Pro-

Provision for Completion of Works after Expiration of Seven Years.

29. Provided always, That notwithstanding the Cesser and Determination of the Powers of the Company on the Expiration of the said Term of Seven Years, the Company shall be at liberty, if the said Sums of Twenty thousand Pounds and Two thousand Pounds and the Interest (if any) thereon respectively shall have been paid, to complete all or any of the said Works which in the Opinion of the Board of Trade will be of public and local Advantage, and will not prejudicially affect the Rights of the Owners of any of the adjoining Lands.

Waste Lands when reclaimed vested in Company.

30. So soon as the Works authorized by this and the recited Act, or any Portion thereof, are completed in manner herein-before provided, and the Sea is effectually excluded at High Water from such Waste Lands or any Portion thereof, to the Satisfaction of Two Justices of the Peace for the County of *Clare*, neither of them being the Owner, Lessee, or Occupier of any Lands adjoining to the Waste Lands, or in any way, either directly or indirectly, interested therein, and the Completion and Exclusion are certified under their Hands, and the Certificate thereof is filed amongst the Records of the Court of Quarter Sessions for the County of *Clare*, and the Compensation or other Monies and Interest are paid in accordance with the Provisions of this and the recited Act, and subject to the Provisions of this and the recited Act, the Waste Lands authorized to be so reclaimed, and which shall have been so reclaimed accordingly, shall become and be vested in and shall be the Property of the Company, and thenceforth all the Estate, Right, Title, and Interest of Her Majesty, Her Heirs and Successors, and all other Persons in the said Waste Lands shall be barred and determined.

Lands vested in the Company may be leased by them.

31. The Company may from Time to Time cultivate, improve, build on, let, lease, exchange, partition, mortgage, sell, and convey, and otherwise deal with and dispose of, in such Manner as they deem advantageous, the several Lands which may at any Time or from Time to Time be respectively vested in or belong to the Company under the Provisions of this or the recited Act, or any Part of such Lands respectively; and the Provisions contained in the Lands Clauses Consolidation Act, 1845, 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, shall not apply to the reclaimed Lands or any Part thereof.

Certain Clauses of first-recited Act as to Maintenance

32. All the Provisions of the recited Act as to the maintaining and keeping in repair of the Canal Embankments and Works by that Act authorized, and as to the Conservators for that Purpose, and as to

of Works and rating extended to this Act.

to the Rates to be assessed and levied for that Purpose, and the Recovery thereof, shall extend and apply to the Embankments and Works by this Act authorized, and to the Lands embanked and reclaimed under this Act, and to the Owners and Occupiers of such Lands respectively.

Saving Rights of the Crown.

33. Provided always, That except as is by this Act expressly provided, nothing in this Act contained shall alienate, defeat, lessen, abridge, or derogate from any Estate, Right, Title, Interest, Franchise, Royalty, Prerogative, or Jurisdiction vested in or appertaining to Her Majesty, Her Heirs or Successors, in right of Her Crown or otherwise howsoever.

Saving the Rights (if any) of Maria Shewen Cahill and Elizabeth Hannah Page.

34. Nothing in this Act contained shall take away, lessen, prejudice, or alter the Estates, Rights, Claims, or Interests (if any) of *Maria Shewen Cahill* and *Elizabeth Hannah Page* as against the Company incorporated and authorized under and for the Purpose of carrying into effect the Provisions of "The River *Fergus* Navigation and Embankment Act, 1860," extended, continued, and amended by this Act.

Expenses of Act.

35. All the Costs, Charges, and Expenses of and attending the preparing for, obtaining, and passing of this Act, or incidental thereto, shall be paid by the Company.

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