CHAPTER clxxxix.

An Act for embanking and reclaiming certain waste or slob lands in South Kerry in the county of Kerry. A.D. 1882.

[10th August 1882.]

WHEREAS certain waste lands or slobs herein-after described and referred to as the slobs or slob land in South Kerry in the county of Kerry are either under water or subject to be covered by the tidal waters or are in an undrained condition and in their present state incapable of cultivation and of little or no value:

And whereas the reclamation of such waste lands and slobs and the bringing of them into cultivation and the construction for that purpose of the works by this Act authorised will be of local and public advantage:

And whereas plans and sections of the proposed works showing the lines and levels thereof and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the slobs and other lands required or which may be taken under the powers of this Act were duly deposited with the clerk of the peace for the county of Kerry and are herein-after respectively referred to as the deposited plans sections and book of reference:

And whereas the several persons herein-after named with others are willing at their own expense to execute the works and undertake the reclamation of the slobs aforesaid but the same 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):—

1. This Act may be cited as the South Kerry Waste Lands Reclamations Act 1882. Short title.

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Incorporation of general Acts. 8 & 9 Vict. c. 16. 26 & 27 Vict. c. 118. 8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 8 & 9 Vict. c. 20. 26 & 27 Vict. c. 92.

2. The Companies Clauses Consolidation Act 1845 Part I. of the Companies Clauses Act 1863 (relating to cancellation and surrender of shares) the Lands Clauses Consolidation Act 1845 the Lands Clauses Consolidation Acts Amendment Act 1860 section 17 of the Railways Clauses Consolidation Act 1845 and the sections of the last-mentioned Act with respect to the temporary occupation of lands near the railway and sections 13 18 and 19 of the Railways Clauses Act 1863 are except where expressly varied by or inconsistent with the provisions of this Act incorporated with this Act provided in construing the provisions of the last-mentioned Act incorporated herewith the words "work" and "railway" shall be taken to mean the works authorised by this Act and the words "centre of the railway" shall be taken to mean any part of such works.

Interpretation.

3. In this Act the term "the Company" means the Company incorporated by this Act.

Subscribers incorporated.

4. Sir Henry Donovan Stephen Huggard and Samuel Gordon Fraser and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking by this Act authorised and their executors administrators successors and assigns respectively shall be and they are hereby united into a Company for reclaiming and converting to agricultural and other purposes the slobs herein-after described and for making and maintaining the requisite embankments and works and for other the purposes of this Act and such Company shall be and are hereby incorporated by the name of "the South Kerry Waste Lands Reclamation Company" and by that name shall be a body corporate and shall have perpetual succession and a common seal and shall have power to purchase and hold the said slobs and other lands for the purposes of this Act and also to sell and dispose of the same slobs and other lands within the restrictions herein contained.

Capital.

5. The capital of the Company shall be sixty thousand pounds in six thousand shares of ten pounds each.

Shares not to be issued until one-fifth part thereof shall have been paid up.

6. The Company shall not issue any share created under the authority of this Act nor shall any share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

7. One fifth of the amount of a share shall be the greatest amount of a call and two months at least shall be the interval between successive calls.

Application of moneys.

8. All moneys raised under this Act shall be applied for the purposes of this Act only.

First ordinary meeting.

9. The first ordinary meeting of the Company shall be held within six months next after the passing of this Act.

Quorum of meeting.

10. The quorum of every meeting of the Company shall be three shareholders holding shares of in the aggregate not less than five hundred pounds in the capital of the Company.

Number of shareholders to convene extraordinary meeting.

11. An extraordinary meeting may be required to be convened by three or more shareholders holding in the aggregate not less than five hundred pounds in the capital of the Company.

Number of directors.

12. The number of directors shall be seven but the Company may from time to time reduce the number provided that the number be not less than three.

Qualification of directors.

13. The qualification of a director shall be the possession in his own right of not less than twenty-five shares.

Quorum.

14. The quorum of a meeting of directors shall be three when the number of directors is more than three and shall be two if the number of directors shall be reduced to three.

First directors.

15. Sir Henry Donovan Stephen Huggard and Samuel Gordon Fraser and four other persons to be named by them or the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary general meeting held after the passing of this Act At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or to be named as aforesaid or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act or named as aforesaid being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall subject to the power herein-before contained for reducing the number of directors elect persons to supply the places of the directors then retiring from office agreeably to the provisions in the Companies Clauses Consolidation Act 1845 contained and the several persons elected at any such meeting being neither removed nor disqualified nor having died or resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of directors.

Company may embank.

16. Subject to the provisions of this Act the Company may embank reclaim from the sea enclose improve drain and convert to agricultural and other purposes the slobs shown on the deposited plans as intended to be embanked and herein-after described and for that purpose may make and maintain the several works in the lines

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and upon the slobs and other lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections and the Company may enter upon take and use such of the slobs and other lands delineated on the deposited plans and described in the deposited book of reference as shall be necessary for such purposes and for the purposes of this Act the Company their agents and workmen may make alter and maintain good and sufficient walls banks and fences and also such waterways tunnels engines sluices roads ways drains culverts bridges and other works in or upon through or over the slobs and lands delineated and described as aforesaid and divert or turn the course of any river stream creek drain or water which does or shall flow in through over or upon such slobs and lands and may embank such rivers streams creeks drains or waters and use and employ such slobs lands and waters in such manner as to the Company shall seem fit and proper.

Description of slobs.

17. The waste lands or slobs referred to in this Act are the following (that is to say):—

Reclamation No. 1. Certain lands in and adjoining the townlands of Derrymore West including Derrymore Island and Derrymore East in the parish of Annagh and barony of Corkaguiny the townlands of Curraheen Annagh (including Annagh Island) in the parish of Annagh and barony of Trughenackmy and the extra-parochial place of the bed and foreshore of Tralee Bay or estuary all in the county of Kerry.

Reclamation No. 2. Certain lands in and adjoining the townlands of Fenit Within and Fenit Without in the parish of Fenit the townlands of Tawlaght Ballyea Lissodige in the parish of Ballinahaglish and the townland of Barrow in the parish of Ardfert all in the barony of Trughenackmy and the extra-parochial place of the bed and foreshore of Barrow Harbour all in the county of Kerry.

Reclamation No. 3. Certain lands in and adjoining the townlands of Inch Ardroe Inch East Ballycullane Ballinagroun Caheracruttera Caherpierce and Killeenagh in the parish of Ballinvoher in the barony of Corkaguiny and the extra-parochial place of the bed and foreshore of Castlemaine Harbour all in the county of Kerry.

Reclamation No. 4. Certain lands in and adjoining the townlands of Reen Garrane East Garrane West Douglas Tulligmore Tulligbeg Cromane Upper Lonart Cromane Lower Dooagh's Commons Illaunstookagh and Dooagh's in the parish of Killorglin and baronies of Trughenackmy and Iveragh and the extra-parochial place of the bed and foreshore of Castlemaine Harbour estuary all in the county of Kerry.

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Reclamation No. 5. Certain lands in and adjoining the townlands of Fybagh Shanakeal Shanahill Shanahill East Gortnahulla Tober Laghtacallow Caherfealane Marsh part of Shanahill Roscullen Island in the parish of Kilgarrylander and the extra-parochial place of the bed and foreshore of Castlemaine Harbour or estuary all in the county of Kerry.

Agreements in schedule confirmed.

18. The several agreements set forth in the schedule to this Act annexed between Samuel Gordon Fraser in each agreement of the first part on behalf of the promoters of the Company incorporated by this Act and the following persons of the second parts respectively videlicet (1) the Right Honourable Dayrolles Blakeney de Moleyns Baron Ventry (2) Robert McCowen (3 and 4) Samuel Murray Hussey on behalf of Arthur Blennerhassett and Sir Edward Denny Baronet and (5) Lucy Anne Thompson are hereby confirmed and made binding on the Company and on the said several persons parties thereto respectively of the second parts and shall be carried into effect accordingly.

Provided always that within three months from the date of any sale or purchase under the provisions of the above agreements the Company shall produce to the Commissioners of Inland Revenue a deed of conveyance in which the purchase money or consideration for the sale to the Company shall be fully and truly stated and set forth and which deed shall be duly stamped with the full and proper ad valorem stamp duty in respect of the consideration for the said conveyance and if the Company shall not within the said period of three months produce to the said Commissioners such deed duly stamped as aforesaid the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the completion of any sale or purchase to the date of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same. Provided further that nothing herein contained shall be held to recognise or confirm any right title or claim of the said Baron Ventry Robert McCowen Arthur Blennerhassett Sir Edward Denny Baronet and Lucy Anne Thompson to in or over the foreshore referred to in the said agreements but the right and title to in or over such foreshore shall remain in the same state as if this Act had not been passed.

Rights of way over lands.

19. The Company for the purposes of this Act may stop up and discontinue and extinguish all rights of way over and appropriate to the purposes of their undertaking all roads ways and footpaths in upon and over the said slob and other lands delineated on the deposited plans and described in the deposited book of reference or

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any of them or they may divert and alter the lines and levels of any such roads ways and footpaths.

Limits of deviation.

20. In the construction of the works by this Act authorised the Company may make lateral deviations from the lines of such works within the limits of lateral deviation shown on the deposited plans and may make vertical deviations from the levels of the works delineated on the deposited sections to any extent not exceeding ten feet upwards and ten feet downwards Provided that no deviation of a work shall be made from the lines thereof shown on the deposited plans even within the limits of deviation shown on such plans in such manner as to diminish the navigable space of any navigable channel without the previous consent of the Board of Trade or otherwise than in such manner as is expressly authorised by the Board of Trade.

Errors in plans &c. may be corrected by two justices who shall certify the same.

21. If any omission misstatement or erroneous description shall be made of any works or lands or of the owners lessees or occupiers of any lands delineated on the deposited plans or described or referred to in the deposited book of reference the Company after giving ten days notice to the owners lessees and occupiers of the lands affected by the proposed correction may apply to two justices for the correction thereof and if it shall be proved to them that such omission misstatement or erroneous description arose from mistake or inadvertence they shall certify the same accordingly and shall in such certificate state the particulars of such omission misstatement or erroneous description and such certificate shall be lodged with the clerk of the peace of the county of Kerry with the other documents to which the same relates who shall keep the same with the said plans and book of reference and the same shall be amended or held to be amended in accordance with such certificate.

Company not to injure the drainage of adjoining lands.

22. Nothing in this Act contained shall extend to or empower the Company to injure the drainage of the lands adjoining the slobs to be embanked and reclaimed by virtue of this Act.

Roads and footpaths to be formed.

23. The Company shall at their own expense within five years after any slob land shall have been reclaimed by them set out therein such convenient roads and footpaths as shall be necessary for the occupation thereof and for communication between the same and adjoining slobs or other lands or in lieu of any existing roads ways or footpaths stopped up and discontinued by the Company under the provisions of this Act and if any difference shall arise between the Company and the owners of such adjoining slobs and other lands respecting the sufficiency either as to position or number or dimensions of the roads or footpaths set out by the Company such

difference shall be determined by two justices of the peace of the county of Kerry one to be chosen by such owner or owners and the other to be chosen by the Company which two justices shall have power to name a third justice of the peace as an umpire and the decision of any two of the said justices shall be binding upon all parties and costs of the reference shall be in their discretion and such reference to justices shall be made from time to time at the instance of any owner of such adjoining slobs and other lands and after due notice to the Company of the matter to be inquired into and when the justices shall have determined the matter in difference the Company shall construct to the satisfaction of the surveyor of the county of Kerry the roads approved by the justices or any two of them Provided always that any objection on the part of such landowners shall be notified to the Company in writing within two months after the said roads and footpaths shall have been set out.

Period for compulsory purchase of lands limited.

24. The powers of the Company for the compulsory purchase or taking of lands for the purposes of this Act shall not be exercised after the expiration of five years from the passing thereof.

Limiting time for completion of works.

25. The powers of the Company for constructing and completing the works hereby authorised shall after the expiration of seven years from the passing of this Act cease and determine.

Purchase of other lands or easements by agreement.

26. Subject to the provisions of this Act the Company may from time to time by agreement purchase take on lease or otherwise acquire any lands and any easements in and over any lands adjoining or near to the slobs and lands herein-before described which may be requisite for any of the purposes of this Act.

Works to be maintained.

27. The Company shall maintain and keep in an efficient state of repair the several works hereby authorised to be constructed or which may from time to time be essential for protecting the slobs or any part thereof from inundation including all such roads drains sluices and culverts as may be made by them under the provisions of this Act and the Company may on any sale or lease of any of the slobs provide for the payment of a proportionate part of the expense of maintaining the embankments and other works.

Power to lease reclaimed slobs &c.

28. The Company from time to time may grant any lease or leases of any part or parts of the slobs or other lands acquired or embanked and reclaimed by them as provided by this Act at such rents and under such covenants and conditions as the Company shall think proper.

Power to Company to

29. The Company from time to time may sell exchange mortgage charge and otherwise dispose of for their own benefit the whole

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dispose of slobs &c.

or any part or parts of the slobs or other lands which shall have been so acquired or embanked and reclaimed by them as aforesaid and the easements rights and privileges if any connected therewith and may so dispose of the same to such persons for such purposes and on such terms pecuniary and otherwise and conditions as the Company think fit Provided that the Company shall in disposing of any of the slobs make due provision for the maintenance and repair from time to time by and at the expense of the owners from time to time of such slobs of the embankments and other works made under this Act in connexion with such slobs respectively Provided also that any sale exchange mortgage or charge shall be subject and without prejudice to the reservations and provisions contained in sections 21 and 22 of the Crown Lands Act 1866.

29 & 30 Vict. c. 62.

Penalty on destroying works or obstructing persons in the execution of this Act.

30. If any person shall injure or damage any of the works by this Act authorised or shall wilfully and to the detriment of the Company injure break throw down destroy steal or take away any part of the materials of such works or shall wilfully obstruct or prevent any person in the lawful exercise of this Act he and every person aiding or assisting therein shall forfeit and pay any sum not exceeding five pounds besides making good the damages where damages have arisen by or in consequence of such offence.

Provision for ultimate dissolution of Company.

31. If and when the Company disposes of the whole of their slob and other lands or otherwise wholly cease to have any estate or interest in or right to or claim affecting any of the lands acquired by them under this Act and all their debts liabilities and engagements are fully paid up satisfied or discharged and their net assets are duly distributed among their shareholders or their respective representatives and the affairs of the Company are finally wound up but not before these things are done the Company shall be by this Act dissolved and shall cease to exist.

Saving rights of the Crown in the foreshore.

32. Nothing contained in this Act or in the schedule thereto 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 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.

Saving of rights as to

33. 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. A.D. 1882. future accretions.

34. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866. Saving rights of Crown under 29 & 30 Vict. c. 62.

35. All the costs charges and expenses of and incident to the applying for obtaining and passing of this Act or preparatory thereto shall be paid by the Company. Costs of Act.

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SCHEDULE referred to in the foregoing Act.

1.

Memorandum of Agreement made this sixteenth day of May one thousand eight hundred and eighty-two Between Samuel Gordon Fraser on behalf of the Promoters of the South Kerry Waste Lands Reclamation Bill now pending in Parliament of the first part and the Right Honourable Dayrolles Blakeney Baron Ventry of the second part whereby it is agreed as follows (that is to say):—

1. That the Company to be incorporated by the said Bill shall in the event of their compulsory powers of purchase being exercised as regards the uplands on Reclamation No. 5 as delineated on the parliamentary plans transfer to the said Lord Ventry his heirs or assigns a belt of land one hundred and twenty yards in width adjoining the verge of the Lough Agganavan which is situated in the townlands of Cromane Upper in the parish of Killorglin and numbered 4 on the plans deposited with reference to the said Bill and therein referred to for the purpose of planting the same.

2. That any moneys which may be paid to the said Lord Ventry his heirs or assigns as compensation for any of the lands or slob proposed to be reclaimed on Reclamation Nos. 4 and 5 shall be converted into a perpetual head rent issuing out of the said lastly mentioned lands in priority to all other charges and moneys whatsoever save any moneys to be borrowed from Government the said rent to be ascertained by calculating five pounds per cent. per annum on the gross amount of the compensation that would be paid to the said Lord Ventry in respect of the said lands.

3. That the sole and exclusive right to game and fish if any on or in the lands or in any waters flowing through the lands or slob proposed to be reclaimed shall be reserved to the said Lord Ventry his heirs and assigns and that all existing rights to wreck of the sea and to sand and seaweed shall be preserved to the said Lord Ventry his heirs and assigns and shall extend to and include any wrecks of sand or seaweed on the foreshore to be formed by the proposed embankment and the Company shall provide adequate rights of way through the lands so to be reclaimed to the proposed foreshore.

4. A clause shall be inserted in the Bill confirming this agreement subject to such alterations if any as Parliament may think fit to make therein In witness

whereof the parties hereto of the first and second parts have hereunto set their hands the day and year first above written. A.D. 1882

(Signed) S. G. Fraser.

Signed by the said Samuel Gordon Fraser in presence of John S. Anton of 18 Abingdon Street Westminster Clerk to Holmes and Co.

(Signed) Ventry.

Signed by the said Right Honourable Dayrolles Blakeney Baron Ventry in presence of John B. Greig of 18 Abingdon Street Westminster Writer to the Signet.

2.

Memorandum of Agreement made and entered into this fourteenth day of February in the year of our Lord one thousand eight hundred and eighty-two Between Samuel Gordon Fraser of Lassinagh in the county of Kerry Civil Engineer on behalf of the Promoters of the Bill now pending in Parliament herein called the Bill entitled "A Bill for embanking and reclaiming certain "waste or slob lands in South Kerry in the county of Kerry" of the first part and Robert McCowen of Tralee in the county of Kerry Merchant of the second part

Witnesseth—

1. The said Robert McCowen agrees not to oppose the Bill.

2. For the number of acres of slob land which the Company to be incorporated by the Bill herein referred to as the Company shall take up within the rectangular figure A B C D on the copy parliamentary plan annexed hereto Reclamation No. 1 and signed by Mr. Samuel G. Fraser on the part of the said promoters and by the said Robert McCowen the said Robert McCowen his heirs executors administrators and assigns are to receive an equal number of acres within if possible and if not immediately adjacent to the triangular figure marked X Y Z on said copy parliamentary plan Reclamation No. 1 and signed by said Samuel G. Fraser and Robert McCowen as soon as the same shall have been embanked and reclaimed by the Company.

3. That the Company shall give to said Robert McCowen his heirs executors administrators and assigns a right of way or passage from the foreshore to Derrymore Island and the said Robert McCowen shall give the Company a similar right of way or passage through Derrymore Island to the beach.

4. The Company are not to exercise the compulsory powers granted by the Bill so far as they shall relate to that part of Derrymore Island above high-water

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mark lying to the west of the red line marked A B on the said copy of the plan deposited with reference to the Bill and therein referred to Reclamation No. 1 and signed by the said Samuel G. Fraser and Robert McCowen.

5. In case the Company shall embank or reclaim Barrow Harbour the Company shall immediately thereafter transfer to said Robert McCowen his heirs and assigns in lieu of all compensation whatever so much of the slob land and foreshore of Barrow Harbour as is marked on the map hereto annexed by the line following the letters A B D F G E C and signed by the said Samuel G. Fraser and the said Robert McCowen and the bank of the proposed Catchwater Canal shall from the point A marked on the said copy of said deposited plans Reclamation No. 2 follow as nearly as may be in a westerly direction the southern boundary of the land as delineated by the blue colour on the said map annexed hereto save that at or near the extremity marked B on map hereto annexed where the oyster beds terminate the said bank may be diverted in a northern direction into the solid ground.

6. The Company shall at their own expense make a bridge over the Catchwater Canal and a road in a direction from the road at the foreshore immediately under said Robert McCowen's house to the existing road in the townland of Tallaght which at present terminates on the southern foreshore of Barrow Harbour The said bridge and road shall be sufficiently wide for a car to pass and the Company and the said Robert McCowen and his heirs and assigns shall have a right of passage over it.

7. When the embankments at the entrance of Barrow Harbour shall have been completed the Company shall hand over and transfer to the said Robert McCowen his heirs and assigns one hundred acres or thereabouts of the slob lands Reclamation No. 2 so embanked and the said one hundred acres shall be liable in all respects for all public rates charges and taxes and maintenance charges but shall be indemnified against payment of any of the moneys or interest to be or which may be thereon borrowed from Government or otherwise for the purpose of the original embankment and reclamation by a charge on the other lands proposed to be embanked and reclaimed by the Bill which charge shall take priority over all other charges save the charge in favour of Government for any money lent by it for said works.

8. The said lands mentioned in Article No. 5 of this Agreement which are to be transferred to said Robert McCowen shall also be indemnified by a like charge from payment of any charge whether for money to be or which may be borrowed for the purpose of the said embankment or reclamation or maintenance charges.

9. The said Robert McCowen shall have a right in so far as the same shall not injuriously affect the proposed works or the lands thereby reclaimed to regulate the influx and efflux of both salt and fresh water in such way as he may think proper for the maintenance and development of his oyster beds so long as the said oyster beds shall continue to exist.

10. This agreement shall be confirmed by a clause to be inserted in the Bill subject to such alterations if any as Parliament may think fit to make thereon

In witness whereof the parties aforesaid have hereunto subscribed their names the day and year first herein written. A.D. 1882.

(Signed) S. G. Fraser.
(Signed) Robert McCowen.

Signed in presence of—the words "copy," "annexed," "hereto," "said copy," "said copy of the," "copy of said" being first interlined—
Charles Morphy,
Solicitor,
Tralee.

3.

Memorandum of Agreement made this sixteenth day of May one thousand eight hundred and eighty-two Between Samuel Gordon Fraser on behalf of the Promoters of the South Kerry Waste Lands Reclamation Bill now pending in Parliament of the first part and Samuel Murray Hussey Esquire on behalf of Arthur Blennerhassett of the other part whereby it is agreed as follows (that is to say) :—

1. In case the Company shall embank or reclaim any of the lands delineated on the parliamentary plan Reclamation Number Three the Company shall immediately thereafter transfer to the said Arthur Blennerhassett his heirs and assigns in lieu of all compensation whatsoever one twenty-fifth of the lands so embanked to be selected by the said Arthur Blennerhassett or his agent and to adjoin some one or more of the townlands of the said Arthur Blennerhassett and the said lands so to be transferred shall be indemnified by the remainder of the lands so to be embanked from and against the payment of any of the moneys or the interest thereon borrowed for the purpose of the embankment in connexion with the reclamation of said lands.

2. That in the event of the Company exercising their compulsory powers of purchase the Company will pay to the said Arthur Blennerhassett for any lands which they shall take or purchase from him above high-water mark a sum equivalent to twenty-two and a half years of the rent now payable to the said Arthur Blennerhassett in respect of such lands.

3. That the Company shall give to the said Arthur Blennerhassett his heirs or assigns a right of way through the lands so to be reclaimed to the seashore.

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4. And the said Arthur Blennerhassett shall withdraw all opposition to the Bill now pending in Parliament In witness whereof the parties aforesaid have hereunto subscribed their names the day and year first herein written.

(Signed) S. G. Fraser.

Signed and delivered by the said Samuel Gordon Fraser in presence of John S. Anton of 18 Abingdon Street Westminster Clerk to Holmes & Co.

(Signed) S. M. Hussey.

Signed and delivered by the said Samuel Murray Hussey in presence of F. M. G. Denny 3 Princes Street Tralee.

4.

Memorandum of Agreement made this sixteenth day of May one thousand eight hundred and eighty-two Between Samuel Gordon Fraser on behalf of the Promoters of the South Kerry Waste Lands Reclamation Bill now pending in Parliament of the first part and Samuel Murray Hussey Esquire on behalf of Sir Edward Denny Baronet of the other part whereby it is agreed as follows:—

1. That if the Company to be incorporated by the said Bill shall embank or reclaim Barrow Harbour the Company shall immediately thereafter transfer to the said Sir Edward Denny his heirs or assigns in lieu of all compensation whatsoever the one-twentieth part of that part of the lands so embanked lying to the north and north-east of a straight line drawn from the point on the foreshore of the townlands of Taulaught and Fenit Without where the boundary between the parishes of Fenit and Ballinaghlish abuts upon the said foreshore to a point on the foreshore of Fenit Within being the north-eastern extremity of Fenit Within and the said point being situated on the foreshore in a field numbered five on the parliamentary plan such lands to be selected by the said Sir Edward Denny or his agent and to immediately adjoin his townlands of Taulaught and Ballyea or Barrow and in case the Company shall embank the lands delineated on the parliamentary plan Reclamation No. 1 the Company shall immediately thereafter transfer to the said Sir Edward Denny his heirs or assigns in lieu of all compensation whatsoever one-twentieth part of the said lands so to be embanked to be selected by the said Sir Edward Denny or his agent and to adjoin some one or more of the townlands of the said Sir Edward Denny which abut on the reclamation.

2. That the Company if required so to do by the said Sir Edward Denny shall purchase from the said Sir Edward Denny the piece or parcel of land lying between the Catchwater Canal and the foreshore of Derrymore Estuary.

3. That the Company shall pay to the said Sir Edward Denny for all such lands situate above high-water mark as they shall purchase or take from him

under the terms of this agreement or under their compulsory powers of purchase a sum equivalent to twenty-two and a half years of the rent now payable to the said Sir Edward Denny in respect of the said lands.

4. That the Company shall give to the said Sir Edward Denny his heirs or assigns a right of way from the foreshore to the estate of the said Sir Edward Denny and the said Sir Edward Denny shall give to the Company a right of way from the reclaimed lands Number One to the high road leading from Tralee to Dingle and from the reclaimed lands Number Two to the high road from Taulaught to Tralee.

5. The lands so to be transferred to the said Sir Edward Denny shall be indemnified by the remainder of the lands so to be embanked by the Company from and against the payment of any moneys or the interest thereon borrowed or expended for the purpose of the embankment in connexion with the reclamation of the said lands.

6. That the Company shall pay to the said Sir Edward Denny the sum of twenty pounds for costs and the said Sir Edward Denny shall withdraw all opposition to the Bill now pending in Parliament. In witness whereof the parties aforesaid have hereunto subscribed their names the day and year first herein written.

(Signed) S. G. Fraser.

Signed and delivered by the said Samuel Gordon Fraser in presence of John S. Anton of 18 Abingdon Street Westminster Clerk to Holmes and Co.

(Signed) S. M. Hussey.

Signed and delivered by the said Samuel Murray Hussey in presence of F. M. G. Denny of 3 Princes Street Tralee.

5.

An Agreement made the eighth day of June one thousand eight hundred and eighty-two between Samuel Gordon Fraser on behalf of the Company to be incorporated by a Bill now pending in Parliament entitled "An Act for embanking and reclaiming certain "waste or slob lands in South Kerry in the county of Kerry" which Company is herein-after referred to as "the Company" and which Bill is herein-after referred to as "the Bill" or "the Act" of the first part and Lucy Anne Thompson sole executrix and trustee under the will of the late John Hurley herein-after referred to as the vendor of the second part.

Whereas it is proposed by the Bill to enable the Company to acquire certain lands belonging to or reputed to belong to the vendor as such sole executrix and trustee as aforesaid And the vendor has presented a petition in opposition to the Bill.

And whereas the vendor has agreed to withdraw her opposition to the Bill for the considerations and upon the terms herein-after set forth (videlicet):—

A.D. 1882.

1. If the Bill be passed into an Act and the Company shall proceed to exercise the powers thereby conferred on them for the purpose of constructing and carrying out the works of Reclamation No. 2 described in the Bill and on the deposited plans and authorised by the said Act it shall be competent to either the Company or the vendor by notice in writing to require the other of them to carry out and perform the stipulations herein contained Provided always that for the purpose merely of surveying and taking levels of the lands herein-after referred to and of probing or boring to ascertain the nature of the soil and of setting out the line of the works it shall be lawful for the Company after giving not less than three nor more than fourteen days notice to the vendor to enter upon such lands without previous consent making compensation for any damage thereby occasioned to the vendor and such entry for the purposes aforesaid shall not render the Company liable to carry out any of the stipulations of this agreement.

2. The Company shall purchase and the vendor shall sell all her right title and interest in the slob land coloured blue on the annexed plan and in the causeway at the west end thereof ccloured red the south-west boundary line of such causeway shown on the said plan representing the line of high-water mark of mean spring tides as defined on the Admiralty chart of 1855 for the sum of £800 to be paid out of the moneys received by the Company in respect of the share capital authorised to be raised by the Act or out of any other moneys coming to their hands before taking possession of any part of the lands hereby agreed to be sold.

3. The Company shall purchase and the Vendor shall sell at the rate of £100 per acre the fee simple and inheritance in possession free from incumbrances (other than tenants rights and claims if any) of the land coloured green on the annexed plan or any part thereof at the discretion of the Company but not exceeding in the whole six acres nor less than two acres.

4. The Company shall make a good metalled roadway of the width of fifteen feet at the least sufficient for all ordinary vehicular purposes at a place to be determined by the vender between the points marked A and B on the annexed plan and this roadway shall subject to the proviso herein-after contained be deemed to be one of the roads mentioned in the clause of the Bill the marginal note of which is "Roads and footpaths to be formed" to be made by the Company and the provisions in the Bill contained for the maintaining of the works thereby authorised shall be applicable to this roadway Provided that nothing in this agreement or in the Act shall enable the Company to stop up any existing rights of way between the townland of Fenit Within and Fenit Without until such time as the roadway above mentioned shall have been constructed by the Company and the Company undertake to construct the said roadway within one year from the completion of the embankment shown on the deposited plan of Reclamation No. 2 and on the annexed plan signed by the parties to this agreement.

5. When and so soon as the said embankment to be constructed for the purposes of the said Reclamation No. 2 shown on the annexed plan shall have been constructed the Company shall make a good and sufficient footpath over the same for the use of the public and such footpath shall be deemed to be one of the footpaths mentioned in the said clause of the Bill the marginal note of which is "Roads and footpaths to be formed" to be made by the Company and the

provisions in the Bill contained for the maintaining of the works thereby authorised shall be applicable to this footpath.

6. The Company shall indemnify and save harmless the vendor from the claims (if any) of the several persons at the date of these presents being tenants upon the estate of the vendor claiming any interest in the said slob and other lands marked blue and red in the said annexed plan so to be acquired by the Company.

7. The Company shall not injuriously affect the drainage of the adjoining lands belonging to the vendor and shall make such drains as shall be necessary for carrying off the waters of Fenit Island and if any difference or dispute as to the sufficiency of the works to be executed under this article shall arise the same shall be settled by a single arbitration in the manner provided by the said clause of the Bill the marginal note of which is "Roads and footpaths to be formed" but at the expense of the Company.

8. The Company shall not purchase or acquire otherwise than by agreement any lands belonging to or vested in the vendor and shown on the deposited plans and referred to in the said Bill other than those coloured blue red and green on the annexed plan.

9. In this agreement the term "vendor" shall include the trustee or trustees and their cestui que trust from time to time or other the owner or owners for the time being of the lands hereby agreed to be sold.

10. If any difference or dispute shall arise between the parties to these presents or the Company touching the meaning of any of the provisions of this agreement or of the said Bill or anything done or to be done in pursuance either of this agreement or of the Bill such difference or dispute shall be determined by the Attorney-General for Ireland for the time being whom failing by the Solicitor-General for Ireland for the time being whom failing by the law adviser of the Lord Lieutenant of Ireland for the time being and the costs of such arbitration or arbitrations shall be in the discretion of the arbitrator and the award or awards to be pronounced by such arbitrator shall be final and binding on the Company and on the vendor and may be made a rule of court.

11. This agreement shall be scheduled to and be confirmed by the Act subject to such alterations if any as Parliament may think fit to make thereon.

In witness whereof the parties hereto have hereunto set their hands the day and year first above mentioned.

(Signed) Samuel Gordon Fraser.

Witness to the signature of Samuel Gordon Fraser Thos. Finlason Clerk to Messrs. Wyatt Hoskins and Hooker.

(Signed) Lucy Anne Thompson.

Witness to the signature of Lucy Anne Thompson William Hickson Q.C. 20 Herbert Street Dublin.

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