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# GEORGIIV. REGIS.

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## *Cap. xxix.*

An Act to authorize the Company of Proprietors of the *Canterbury and Whitstable* Railway to raise a further Sum of Money for completing the Undertaking; and for enlarging and amending the Powers of the Acts passed for making and maintaining the said Railway and Works connected therewith. [9th *May* 1828.]

**W**HEREAS by an Act passed in the Sixth Year of the Reign of His present Majesty, intituled *An Act for making and maintaining a Railway or Tramroad from the Sea Shore at or near Whitstable in the County of Kent, to or near to the City of Canterbury in the said County*, divers Persons therein named, and their respective Successors, Executors, Administrators, and Assigns, together with the future Shareholders in the said Undertaking, were united into and made one Body Corporate by the Name and Style of "The *Canterbury and Whitstable* Railway Company;" and among other Provisions, Powers of raising Money by Mortgage of the said Undertaking, and of levying and taking Rates, Tolls, and Duties, and of leasing the same, were given by the said Act: And whereas by an Act passed in the Seventh and Eighth Years of the Reign of His said Majesty, intituled *An Act to authorize the Company of Proprietors of the Canterbury and Whitstable Railway to vary the Line of* [Local.] 7 Q of

6 G. 4. c. 120.  
7 & 8 G. 4. c. 11.

of the Railway, to raise a further Sum of Money for completing their Works, and to alter and enlarge the Powers of the Act passed for making and maintaining the said Railway, additional Rates and Duties were authorized to be taken by the said Company, and a Power of raising Nineteen thousand Pounds by the Creation of new Shares was given to them, and another Power of leasing in lieu of the Power of leasing contained in the said Act of the Sixth Year of the Reign of His present Majesty was substituted: And whereas no Part of the said Sum of Nineteen thousand Pounds hath yet been raised under the said last-mentioned Act: And whereas the Capital in and by the said recited Acts authorized to be raised will be inadequate to complete the said Undertaking, and the said Company of Proprietors are desirous, either by the Creation of new Shares or by Mortgage, or by each of the said Means, to raise any further Sum or Sums of Money not exceeding Forty thousand Pounds, in lieu of the Sum of Nineteen thousand Pounds which they were empowered to raise under the said recited Act of the Seventh and Eighth Years of the Reign of His present Majesty: And whereas the said Company of Proprietors are desirous of obtaining such Powers of leasing the Whole or any Part of the said Undertaking as herein-after authorized, and it is deemed expedient that several of the other Powers and Provisions of the said recited Acts should be altered, amended, extended, enlarged, and explained in manner herein-after contained; but forasmuch as the said several Purposes cannot be effected without the Aid and Authority of Parliament, May it therefore please Your Majesty that it may be enacted; and be it enacted by the King'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, That the said recited Acts of the Sixth Year and of the Seventh and Eighth Years of the Reign of His present Majesty, and all and every the Powers Privileges, Authorities, Advantages, Directions, Provisions, Rates, Tolls, Duties, and other Matters and Things in and by the same Acts respectively contained or authorized (save and except such Part or Parts of the same respectively as are hereby repealed, altered, or varied), shall severally be and remain in full force and virtue, and shall be as good, valid, and effectual for carrying the said recited Acts and this Act into Execution as if the same had been repeated, re-enacted, or referred to in the Body of this Act, and had been rendered expressly applicable to the Enactments herein-after contained.

Powers of recited Acts extended to this Act, except where hereby altered.

So much of recited Acts as authorized the Company to raise 19,000*l.*, to lease the Rates, and to borrow Money upon Mortgage, repealed.

II. And be it further enacted, That so much of the said recited Act of the Seventh and Eighth Years of the Reign of His present Majesty as empowered the said Company of Proprietors to raise any further Sum or Sums of Money not exceeding in the whole Nineteen thousand Pounds, and also so much of the said respective Acts of the Sixth Year and of the Seventh and Eighth Years of the Reign of His said Majesty as empowered the said Company of Proprietors to let to farm all or any of the Rates, Tolls, and Duties made payable in and by the said Acts or either of them, and also so much of the said Act of the Sixth Year of the Reign of His present Majesty as authorizes the raising of Money by the said Company by Mortgage upon the Credit of the Tolls of the said Undertaking, and as pre-

scribes

scribes the Form of such respective Mortgage and the Memorial thereof, and as authorizes the Transfer of such respective Mortgage, and prescribes the Form of such Transfer and a Memorial thereof, severally and respectively be hereby repealed.

III. And be it further enacted, That it shall be lawful for the said Company of Proprietors to raise any further Sum or Sums of Money, not exceeding altogether Forty thousand Pounds, for completing the said Undertaking, instead of the Sum of Nineteen thousand Pounds which for such Purpose was by the said Act of the Seventh and Eighth Years of the Reign of His present Majesty authorized to be raised, and the said Company are hereby authorized and empowered to raise any such further Sum or Sums not exceeding altogether Forty thousand Pounds (or so much thereof as they may not have already borrowed by way of Mortgage as herein-after authorized), by Contribution amongst themselves, or by the Admission of other Persons as Subscribers to the Undertaking, and by issuing new Shares of Fifty Pounds each to such Contributors or Subscribers, but so that each such Contributor or Subscriber shall not pay a less Price than Twenty Pounds for each or any such new Share of Fifty Pounds, and that all such new Shares shall be deemed and be transmissible as Personal Estate; and all Bodies Politic, Corporate, or Collegiate, and Persons who shall contribute and pay upon or in respect of such new Shares, or who may become entitled thereto, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and are hereby declared to be Owners or Proprietors of Shares in the said Undertaking, and shall become united to and incorporated with the said Company of Proprietors.

Company may raise a Sum not exceeding 40,000*l.* amongst themselves, or by the Admission of new Subscribers.

IV. Provided always, and be it further enacted, That when and as from Time to Time the Directors of the said Company shall determine to issue new Shares under the Provisions of this Act, they shall, by an Advertisement published in the *Canterbury* Newspapers, and in Two *London* Daily Newspapers at the least, signifying the Number of new Shares proposed to be issued, and the lowest Price intended to be taken for the same respectively; and the Proprietors of such present Shares shall, within a Period to be stated in such Advertisement, but not being less than Twenty Days from the publishing thereof, be entitled to the Option of taking all or any of such Shares so to be newly created, in preference to any other Person or Persons; and that such of the said Proprietors of present Shares who within such Period of Twenty Days may signify in Writing to the Clerk or Clerks of the said Company, to be addressed to or left for him or them at *Canterbury*, their Desire to partake in the Distribution of such new Shares, shall as between themselves be entitled to have so many of such newly-created Shares allotted to them respectively as shall be in proportion to the Number of present Shares in the said Undertaking then belonging to them respectively.

Pre-emption to Proprietors of original Shares.

V. Provided always, and be it further enacted, That in case any Proprietor of present Shares in the said Undertaking shall not, within the Period to be fixed for such Purpose by the Directors of the said Company (and which shall not be less than Twenty Days),

After Pre-emption had by original Proprietors, new Shares

pay

to be dis-  
posed of by  
the Directors.

pay the Price or Deposit to be required on any newly-created Share or Shares, to be allotted to him or her respectively; then (and without Prejudice to the Remedies of the said Company against any such Proprietor or Subscriber who shall so neglect to pay on his newly-created Share or Shares), it shall be lawful for the said Directors to allot any such Share or Shares to any other Proprietor or Person, Proprietors or Persons whomsoever, at such Price for each such respective Share of Fifty Pounds, but not less than Twenty Pounds for the same respectively, as the said Directors may think proper.

Power to  
borrow  
Money on  
Mortgage,  
not exceed-  
ing 40,000l.

VI. And be it further enacted, That it shall be lawful for the said Company to borrow and take up at Interest all or any Part of the said further Sum or Sums of Money, not exceeding altogether Forty thousand Pounds, as herein-before authorized to be raised, (or so much thereof as may not have been obtained by the Creation of new Shares as aforesaid;) by such Mortgage or Mortgages of the said Undertaking, or all or any of the Tolls, Rates, Duties, or Property thereof, as to the Directors from Time to Time shall seem meet and convenient, and from Time to Time to pay off and again take up the same or any Part thereof; and the said Company of Proprietors, or the Directors thereof for the Time being, are hereby authorized and empowered to assign all or any of the Rates, Duties, Tolls, Profits, and Property of the said Undertaking, or the Rent thereon to be reserved under any such Lease as herein-after authorized, as a Security for all or such Part of the said Sum of Forty thousand Pounds as shall be so borrowed as aforesaid, together with Interest thereon, to the Person or Persons advancing the same, or to his, her, or their Trustee or Trustees, Executors or Administrators; and the Costs and Charges of and attendant upon every or any such Mortgage shall be paid out of the Rates, Tolls, and Duties of the said Undertaking, or the Rent to be reserved on any such Lease as herein-after mentioned, or out of the Money so to be borrowed upon Mortgage as aforesaid, or by all or any of the said Means, as the Directors shall think proper.

Mortgages to  
be under the  
Common  
Seal.

VII. And be it further enacted, That every or any such Mortgage shall be made under the Common Seal of the said Company, in the Words or to the Effect following, or as near thereto as Circumstances will permit; (that is to say,)

(Number )

Form of  
Mortgage.

BY virtue of an Act of Parliament passed in the Ninth Year of the Reign of King George the Fourth, intituled [*here set forth the Title of this Act*], we, the Company of Proprietors of the *Canterbury and Whitstable Railway*, in consideration of the Sum of \_\_\_\_\_ to our Treasurer on our Behalf paid by \_\_\_\_\_ of \_\_\_\_\_ (the Receipt whereof is to be signified under the Hand of our said Treasurer indorsed hereon), do assign unto the said \_\_\_\_\_ the said Undertaking, and all and singular the Rates, Tolls, and Duties belonging to the same, and all Rents thereof, [*or, in case the Mortgage be only of any particular Portion of the said Undertaking, or of the Rents, Tolls, and Duties thereof, then specify the same instead of using the preceding general Description*], and all the Estate, Right, Title,

‘ Title, and Interest in and to the Premises, to hold unto the  
 ‘ said his [or her] Executors, Administrators,  
 ‘ and Assigns, until the said Sum of together with  
 ‘ Interest thereon after the Rate of for every One hundred  
 ‘ Pounds by the Year, shall be fully paid or satisfied; [*and in case any*  
 ‘ *Clause of Priority be required by virtue of the Powers contained in*  
 ‘ *the said Act, insert the same in the Words following, or as the Case*  
 ‘ *may require*]: And the said Executors,  
 ‘ Administrators, and Assigns, in respect of the Security, and the  
 ‘ said Sum of and the Interest thereon, shall have  
 ‘ Priority over every Mortgage to be made hereafter. Given under  
 ‘ our Common Seal, this Day of One  
 ‘ thousand

VIII. And be it further enacted, That at the Time of effecting every or any Mortgage under the Provisions of this Act a Copy of such respective Mortgage shall be written or entered in a Book or Books to be kept by the Clerk or Clerks of the said Company of Proprietors, and that no Mortgage shall be good or effectual unless a Copy thereof be so written or entered in such Book or Books; and that a Certificate of such Copy having been so written or entered in the Book or Books of the said Company shall be written under or indorsed upon every or any such Mortgage, and signed by the Clerk or Clerks of the said Company, and which Certificate shall be conclusive Evidence against the said Company of a Copy of such Mortgage having been so written or entered in the said Book or Books of the said Company; and such Book or Books shall be Evidence of the Advance or Advances that may have been made upon Mortgage to the said Company, and of the Equality or Priority of Security of the respective Mortgagees; and that the said Book or Books shall or may, without Fee or Reward, be perused at all seasonable Times, by any of the Proprietors or Creditors of the said Undertaking, or other Persons interested in the same, or in any Mortgage or Mortgages to be granted under the Provisions of this Act; and that (except where any Priority of Security may be stipulated for under the Powers hereinafter contained), all Persons to whom any Mortgages may be made under the Provisions of this Act, shall, the one with the other, be equally entitled to his, her, or their Proportion or Proportions of the said Tolls, Duties, Rents, and Premises mortgaged to him, her, or them respectively, according to the respective Sums in such Assignments mentioned to be advanced, without any Preference by reason of Priority of any such Mortgage, or on any other account whatsoever.

Mortgages to be entered in a Book to be kept by the Clerk or Clerks.

Books to be open to Inspection.

IX. Provided always, and be it further enacted, That it shall be lawful for the Directors of the said Company from Time to Time to stipulate or agree with any Person or Persons advancing any Sum or Sums of Money upon Mortgage of all or any Part of the said Undertaking, or of the Rates, Tolls, Duties, or Rent thereof, for or concerning such Priority of Security in respect of all or any Portion of the Sum or Sums of Money then advanced to or over any other Sum or Sums of Money thereafter to be advanced, or to or over the Security or Securities for all or any of such last-mentioned

Priorities may be given to Mortgagees.

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Sum or Sums of Money, or any Part or Parts of the same, as the said Directors may think fit or expedient.

Transfer of Mortgages.

X. And be it further enacted, That it shall be lawful for all and every Person and Persons to whom any Mortgage or Mortgages may be made under the Provisions of this Act, or who may be entitled to the Money due thereon, and his, her, or their Executors or Administrators, from Time to Time to transfer his or their Right and Interest therein to any Person or Persons whomsoever; and such Transfer shall and may be in the Words or to the Effect following, or as near thereto as Circumstances will admit; (that is to say,)

Form of Transfer.

‘ I [or We], of in consideration of the Sum  
 ‘ of paid by of do  
 ‘ hereby transfer all that Mortgage, Number made  
 ‘ by the Company of Proprietors of the *Canterbury and Whitstable*  
 ‘ Railway, to dated on the Day of for  
 ‘ securing the Sum of and Interest, and all my  
 ‘ [or our] Right and Property therein, to the said his  
 ‘ [or her] Executors, Administrators, and Assigns. Dated this  
 ‘ Day of in the Year of our Lord One  
 ‘ thousand

Transfers to be entered in a Book.

And every such Transfer shall within Thirty Days after the Date thereof be produced to the Clerk of the said Company of Proprietors, who shall cause a Copy to be made thereof, and entered in a Book or Books to be kept by the said Clerk or Clerks, in like Manner as the original Mortgage, for which the said Clerk shall be paid such Sum as the said Company of Proprietors shall appoint, not exceeding Two Shillings and Sixpence; and after such Entry made every Transfer shall entitle such Assignee or Assignees, his, her, or their Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person or Persons who shall have made such Transfer, to make void, release, or discharge the same, or any Sum or Sums of Money therein due or thereby secured, or any Part thereof.

In case of paying off prior Mortgages, Transfers or new Mortgages taken for that Purpose to be entitled to the same, or Propriety as the original Mortgage had.

XI. And be it further enacted, That in case any Person or Persons to be interested in or entitled to any Sum or Sums of Money to be secured on Mortgage under the Provisions of this Act, shall require Payment of the said Sum or Sums of Money, or any Part thereof, then, and so often, from Time to Time, as Occasion may so require, it shall be lawful for the Directors of the said Company to procure or direct unto or in favour of any Person or Persons willing to advance all or any Part of the Sum or Sums of Money so required to be paid off, a Transfer or Transfers of the Mortgage or Mortgages for the Sum or Sums of Money to be paid off, or to make unto or in favour of any such Person or Persons a new Mortgage or new Mortgages for any Sum or Sums of Money to be advanced by him, her, or them, in order to discharge the Sum or Sums of Money required to be paid off, or any Part thereof; and that such Transferee or Transferees, new Mortgagee or new Mortgagees, and the respective Executors, Administrators, and Assigns of such Transferee or Transferees, new Mortgagee or new Mortgagees, severally and respectively shall have the same or the

the like Priority of Security in respect of the Sum or Sums of Money to be advanced on such Transfers or new Mortgages respectively, as was had or possessed in right or respect of the Mortgage or Mortgages whereof such Transfer or Transfers may be taken, or as was had or possessed in right or respect of the Mortgage or Mortgages to pay off the Sum or Sums due whereon such new Mortgage or Mortgages may be so made as aforesaid.

XII. And be it further enacted, That it shall be lawful for the Directors for the Time being of the said Company, with such Consent of the Proprietors of the said Company as herein-after mentioned, by some Writing or Writings under the Common Seal of the said Company, from Time to Time to lease unto any Person or Persons whatsoever all or any Part or Parts of the said Railway, and the Warehouses, Basins, Wharfs, Lands, Machinery, and other Property of and belonging to the said Undertaking, and all and singular the Rates, Tolls, and Duties granted by the said recited Acts or either of them; provided that no such Lease shall be granted for any Term or Time exceeding Fourteen Years from the actual Commencement thereof in Possession, or shall be made to take Effect in Possession at any Period exceeding Twelve Calendar Months computed from the Date of such Lease; and that every such Lease shall be granted at such yearly or other Rent or Rents, and in consideration of such Sum or Sums, to be paid by way of Fine or Premium, or without any Fine or Premium, and subject to such Conditions, Covenants, Stipulations, and Restrictions, as the said Directors, with such Consent and Approbation as aforesaid, and with the Consent in Writing of all existing Mortgagees (if any) of the said Undertaking, shall think proper and reasonable.

Power to lease the Railroad, Tolls, &c.

XIII. Provided always, and be it further enacted, That previously to any such Lease or Contract for Lease as aforesaid being made or entered into, a Special General Meeting of the Proprietors of the said Company, for the Purpose of considering of the Eligibility of granting or contracting to grant such respective Lease, shall be convened by Notice in some Newspaper or Newspapers printed or circulated in the City of *Canterbury*, specifying the Object of such Meeting, and be advertised at least Ten Days prior to the Time when such Meeting is to take place; and furthermore, that no such Lease or Contract shall be made or entered into unless with the Consent in Writing, signed by the Proprietors, of Two Thirds of the then Shares in the said Undertaking.

Special Meeting to be convened, and Consent of Two Thirds of Proprietors had before Lease granted.

XIV. And be it further enacted, That during such Time as the said Rates, Tolls, and Duties, or any Part or Parts thereof, shall be leased to any Person or Persons, it shall be lawful for the Lessee or Lessees, and his or their Collectors, Agents, and Servants, to demand and take such Rates, Tolls, and Duties, and to use all such Means and Methods for the Recovery thereof in case of Nonpayment or Evasion, as the said Company, or their Collectors, Agents, or Servants, are empowered to demand, take, or use by virtue of the several herein-before recited Acts and of this Act; and such Lessee or Lessees, and his or their Collectors, Agents, and Servants, so demanding and taking such Tolls, shall be subject to the like Pains, Penalties, and Forfeitures, and shall be liable to the like Actions and Prosecutions

Lessees of Tolls, their Servants, &c. to receive the Tolls, and to be liable to the like Penalties as the Company and their Servants.

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as the said Company, or their Collectors, Agents, or Servants, are subject or liable to.

Amount of Tolls to be fixed before any Lease of them is granted.

XV. And be it further enacted, That before any Lease shall be made or granted in pursuance of this Act the said Company shall, in manner and subject to the Restrictions in the said recited Acts expressed, fix and determine the Amount of the several Rates, Tolls, and Duties which may be received and taken during the Continuance of such Lease; and that it shall not be lawful for any Lessee or Lessees, or his or their Collectors, Agents, or Servants, to take any greater Rates, Tolls, or Duties than shall be fixed and determined as last aforesaid: Provided nevertheless, that any Lessee or Lessees shall be at liberty from Time to Time, during his or their Term, to reduce the Amount of all or any of such Rates, Tolls, and Duties, and again to raise the same, provided the same shall at no Time exceed the Amount to be fixed and determined by the said Company previously to the Commencement of the said Lease.

Company not to make any Law, &c. to prejudice the Rights of the Lessee.

XVI. And be it further enacted, That nothing in the said recited Acts or this Act contained shall authorize the said Company of Proprietors to make any Bye Law, Rule, Order, or Regulation which may disturb or prejudice the Rights or Interests of any Lessee or Lessees by virtue of any Lease by this Act authorized, to be granted, nor shall they, to the Prejudice of such Rights or Interests, alter, vary, or annul any Bye Law, Rule, Order, or Regulation made or published before the Acceptance of such Lease by such Lessee or Lessees.

Power of Re-entry by the Company upon Default of Lessee.

XVII. And be it further enacted, That the Power of Re-entry, and other Rights and Remedies concurrent therewith or consequent thereon, which in and by the said recited Act of the Sixth Year of the Reign of His present Majesty was and were given on the Neglect or Refusal of the Lessee or Lessees, Farmer or Farmers, under any Lease thereby authorized, to perform the Terms and Conditions thereof, or which was or were given upon such Nonpayment of Rent as therein mentioned, and also the Powers, Rights, and Remedies thereby given for Entry upon and taking Possession of every or any Toll House, Weighing Machine, or other Building, with the Garden and Appurtenances, and for Removal therefrom of the Lessee or Lessees, Farmer or Farmers, or other Person or Persons, and his or their Goods, and for putting the said Company, or their new Lessees, Farmers, or Tenants, into Possession, and for re-demising the Property let, shall severally and respectively apply to and be in full Force concerning every or any Lease to be granted by virtue of the Provisions of this Act, and shall apply to and be in full Force concerning the Property to be demised by such respective Lease, unless the contrary shall be expressly provided in and by the Terms and Conditions of any such Lease which shall be granted at a Fine or Premium of not less than Fifteen thousand Pounds, and with the Consent in Writing of all existing Mortgagees (if any) of the said Undertaking: Provided that Power to re-enter in manner in the said Acts provided, on default in Payment of Rent Thirty Days after Demand, shall be inserted in every such Lease.

XVIII. And



XVIII. And inasmuch as the said Company of Proprietors have not been able to pay all the Price or Prices which hath or have been contracted or agreed to be given or had, or have been assessed for the Purchase, or as the Value of Lands, Tenements, or Hereditaments required by them, or which ought to be paid by way of Compensation for Damages; be it therefore further enacted, That upon Payment or legal Tender, by or upon the Behalf of the said Company, within Three Calendar Months after the passing of this Act, to the Proprietor or Proprietors of any such Lands, Tenements, or Hereditaments, or to other the Person or Persons who may be interested therein or entitled to receive the same Monies, of any such Sum or Sums of Money as shall have been so contracted, agreed for, or assessed for the Purchase of any Lands, Tenements, or other Hereditaments by the said Company, or as a Compensation from them for Damages, as respectively may remain unpaid, or upon Payment by the said Company, within such like Three Calendar Months, of any such Sum or Sums of Money into the Bank of *England*, in like Manner as was directed and required by the said Act of the Sixth Year of the Reign of His present Majesty, for the Use of the Person or Persons entitled thereto, then and not before it shall be lawful for the said Company of Proprietors, and their Agents, Workmen, and Servants, to enter upon such Lands, Tenements, and other Hereditaments respectively, and then and thereupon such Lands, Tenements, and Hereditaments, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall thenceforth be vested in and become the sole Property of the said Company of Proprietors, to and for the Purposes of this Act and of the said recited Acts, for ever; and such Payment or Tender shall not only bar all Right, Title, Claim, Interest, and Demand of the Person or Persons to whom the same shall or ought to have been made, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail, and other Estates in Reversion and Remainder of his, her, or their Issue, and of every other Person whomsoever therein: Provided nevertheless, that before such Payment or Tender as aforesaid, it shall not be lawful for the said Company of Proprietors, or any Person acting under their Authority, to dig or cut the Lands or Grounds, Tenements or Hereditaments, of the Person or Persons entitled to such Payment, for the Purpose of making the said Railway or Tramroad and Works of the said Undertaking, without the Leave and Consent of such Person or Persons respectively; and in case any Person or Persons shall enter upon any such Premises for any of the Purposes of this Act, or of the said recited Acts or either of them, before such Payment or Deposit into the Bank of *England*, or before such Tender as aforesaid shall have been made, every Person or Persons so offending shall forfeit and pay the Sum of Ten Pounds for every Day he or they shall remain on the said Premises.

Upon Payment or legal Tender of Price for Land agreed or assessed, Company to enter upon the same.

XIX. And be it further enacted, That in case any Dispute, Suit, or Litigation shall arise touching or relating to all or any of the Rates, Tolls, or Duties authorized by the said recited Acts or either of them, the Person or Persons appointed to collect the said Rates and Duties under the Authority of the said Directors or Company

Collectors of Rates, &c. to be eligible Witnesses.

[*Local.*]

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of Proprietors, or under the Authority of their Lessee or Lessees, Mortgagee or Mortgagees, or the Executors, Administrators, or Assigns of such respective Lessees or Mortgagees; shall not be disqualified from giving Evidence in any such Dispute, Suit, or Litigation, by reason of his or their Appointment and Office to collect such Rates, Tolls, or Duties.

Collector of the Rates and Duties at Whitstable to have Controul of the Basin and Works.

XX. And be it further enacted, That it shall be lawful for the Collector or Collectors for the Time being of the Rates and Duties by the said Act of the Seventh and Eighth Years of His present Majesty authorized to be received and taken from the Master or other Person commanding any Ship or Vessel resorting to or using any Basin, Wharf, or other Work of the said Company, erected or to be erected in or near the Bay of *Whitstable* aforesaid, from Time to Time to order and require every or any such Master, or other Person commanding such Ship or Vessel, to moor or lay such Ship or Vessel in such proper Place or Places within the same Basin, or the Approach thereto, as such Collector or Collectors shall from Time to Time assign or direct; and also to remove such Ship or Vessel out of the said Basin, or the Approach thereto, from Time to Time, as Occasion shall require, and in case any Master or Person having the Command of any such Ship or Vessel shall refuse or neglect to obey any Order so to be given, such Person so offending shall, for every such Refusal or Neglect, forfeit and pay any Sum not exceeding Five Pounds to the said Company of Proprietors.

Vessels sunk to be raised up.

XXI. And be it further enacted, That if any Boat, Barge, or other Vessel shall be sunk in any Part of the Reservoirs or Basins of the said Company, or any of the Locks or Entrances thereof respectively, and the Person or Persons having the Care of such Boat, Barge, Keel, or other Vessel shall not without Loss of Time weigh or draw up the same; it shall be lawful for the Agents or Servants of the said Company of Proprietors, or any of them, to cause such Boat, Barge, Keel, or other Vessel to be weighed or drawn up, and to detain and keep the same until Payment shall be made of all the Expences thereby necessarily incurred and occasioned; and if the same shall not be paid within Ten Days after Notice given to any Owner of such Vessel of such Offence, exclusive of the Day of giving such Notice and of the Day of Sale, then to sell the same for the Payment thereof, rendering the Overplus (if any), after Payment of such Expences and the Expence of the Detention and Sale, to the Owner or Owners thereof.

Penalty for destroying Ropes, &c. of Vessels.

XXII. And be it further enacted, That in case any Person or Persons shall wilfully or maliciously cut, break, or in any Manner destroy or injure any Rope, Chain, or other Thing, by which any Ship or other Vessel lying in either of the said Basins or Reservoirs, or within any Part of the Entrance, Pier, or Jetties thereof, shall be moored and fastened, such Person or Persons shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds: Provided always, that such Penalty shall not in any Manner preclude or bar or affect the Recovery of any Damages in any Action which may be brought for any Injury which may arise from cutting, breaking, destroying, or injuring any such Rope, Chain, or other Thing

Thing as aforesaid: Provided also, that nothing herein contained shall hinder or restrain any such Superintendant or Superintendants to be appointed in pursuance of this Act, or his or their Assistant or Assistants, from exercising, in a due and reasonable Manner, any of the Powers and Authorities hereby vested in them; or to hinder or restrain him or them, or other the Servant or Servants of the said Company, from casting off any Rope or Ropes that may be fastened to any Post or Posts, or other Fixture or Fixtures on such Quays or Wharfs, without the Licence and Consent in Writing of the Company or their Superintendant, for that Purpose first had and obtained:

XXIII. And be it further enacted, That if any Person or Persons shall wilfully or maliciously demolish, break down, or damage any Quays, Wharfs, Piers, Landing Places, Jetties, Basins, or any of the Works of the said Company at *Whitstable*, or if any Person or Persons shall wilfully and designedly break, throw down, destroy, or damage any Bridges, Locks, Tunnels, Banks, or other Works of the said Company, or any Part thereof, every such Person shall be subject and liable to the like Pains and Penalties as in Cases of Felony, and the Court by and before whom such Person or Persons shall be tried shall have Power and Authority to cause such Person or Persons to be punished by Transportation for Seven Years, or in such other Manner as Felons may be punished by the Laws and Statutes of this Realm.

Punishment  
of Persons  
damaging  
Wharfs, &c.

XXIV. And be it further enacted, That it shall not be lawful for the said Company to continue or appoint the Person or Persons who hath or have been or who may be appointed their Clerk or Clerks in the Execution of this Act and the said recited Acts, or the Partner or Partners of any such Clerk or Clerks, or the Clerk or Clerks or other Person or Persons in the Service or Employ of any such Clerk or Clerks, or the Clerk or Clerks or other Person or Persons in the Service or Employ of the Partner of such Clerk or Clerks, the Treasurer or Treasurers for the Purposes of this Act, or to continue or appoint any Person or Persons who hath or have been or who may be appointed Treasurer or Treasurers, or the Partner or Partners of any such Treasurer or Treasurers, or the Clerk or Clerks or other Person or Persons in the Service or Employ of any such Treasurer or Treasurers, or the Clerk or Clerks or other Person or Persons in the Service or Employ of the Partner of such Treasurer or Treasurers, the Clerk or Clerks of the said Company; and if any Person or Persons shall continue in or accept both the Offices of Clerk and Treasurer for the Purposes of this Act, or if any Person or Persons, being the Partner or Partners of any such Clerk or Clerks, or the Clerk or Clerks or other Person or Persons in the Service or Employ of any such Clerk or Clerks or of his or their Partner or Partners, shall continue in or accept the Office of Treasurer, or shall act as Deputy or Deputies of such Treasurer or Treasurers, or shall in any Manner officiate for such Treasurer or Treasurers, or being the Partner or Partners of any such Treasurer or Treasurers, or the Clerk or Clerks or other Person or Persons in the Service or Employ of any such Treasurer or Treasurers or of his or their Partner or Partners, shall continue in or accept the Office of Clerk in the Execution of this Act, or shall act as Deputy or Deputies

Treasurer  
and Clerk  
not to be  
the same  
Person.

Deputies of such Clerk or Clerks, or shall in any Manner officiate for such Clerk or Clerks, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every such Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same, to be recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Beach or Shingle dug up may be removed and disposed of.

XXV. And be it further enacted, That all Beach or Shingle that shall or may be dug up, excavated, or removed by the said Company of Proprietors within the Pier Heads or Jetties, in making and maintaining the said Pier Heads, Jetties, Reservoir, and Basin authorized to be made by the said recited Acts or either of them, shall, in case the said Company of Proprietors shall think fit to remove the same from off their Property at *Whitstable* aforesaid, be removed and disposed of by them, with the Consent of the Commissioners of Sewers for the several Limits in the Eastern Parts of the County of *Kent*, and not otherwise.

Saving Rights of Commissioners of Sewers.

XXVI. And be it further enacted, That nothing herein or in the said recited Acts contained shall extend or be construed to extend to prejudice, lessen, alter, or take away any of the Rights, Privileges, Powers, or Authorities of the Commissioners of Sewers for the several Limits in the Eastern Parts of the County of *Kent*.

Saving Rights of Company of Free Fishers of *Whitstable*.

XXVII. And be it further enacted, That nothing herein or in the said recited Acts or either of them contained, shall extend or be construed to extend to prejudice, lessen, alter, or take away any of the Rights, Privileges, Powers, or Authorities of the Company of Free Fishers and Dredgers of *Whitstable*, save only in such Cases as are specially mentioned or contained in the said recited Acts or either of them, or in this present Act.

Expences of Act.

XXVIII. And be it further enacted, That the Costs, Charges, and Expences of obtaining and passing this Act, and relating to or concerning the same, or in anywise relating thereto, shall be borne, paid, and defrayed by the said Company of Proprietors out of the Money received or to be received by virtue of the said recited Acts and this Act, any or either of them, in preference to all other Payments whatsoever.

Public Act.

XXIX. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others, without being specially pleaded.

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