

ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

Cap. ccxii.

An Act for incorporating the Landowners Drainage and Inclosure Company, and for enabling the Owners of settled Estates drained, irrigated, inclosed, and improved by the said Company to charge the same for the Purposes of such Drainage, Inclosure, and Improvement.

[9th July 1847.]

WHEREAS the Drainage and Irrigation of Lands, and the Drainage, Warping, Reclamation, Inclosure, and Improvement of Waste Lands, in *England* and *Wales* would be a great public Benefit, and would be greatly promoted and encouraged by the Formation of a Company of Proprietors for the Purpose of providing the necessary Means for carrying into execution the requisite Works by Subscription, and by enabling Owners of settled Estates, after the Completion of the Works, to charge such settled Estates with adequate Sums of Money for repaying to the said Company the Monies they shall have expended in performing such Works: And whereas the several Persons herein-after named have, with several other Persons, agreed to form themselves into a Company for the Purposes before mentioned: May it therefore please Your Majesty

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that

Company in-
corporated.

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, That Sir *Stephen Richard Glynné* Baronet, Sir *Robert Henry Cunliffe* Baronet, *Townshend Mainwaring*, *Pudsey Dawson*, *Samuel Sandbach*, *Randle Wilbraham*, *Philip Davies Cooke*, *Samuel Brittain*, *Randle Wilbraham junior*, *John Faulkner*, *Wilson Jones*, *George Wilbraham*, *John Wynne Eyton*, *Henry Sandbach*, *Charles James Whitley Deans Dundas*, *Robert Brodhurst Hill*, *John Palin*, *John Edward Errington*, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertakings, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for the Purposes herein-after mentioned, according to the Provisions and Restrictions herein-after contained, and for that Purpose shall be One Body Corporate, by the Name and Style of "The Landowners Drainage and Inclosure Company," and by that Name shall have perpetual Succession and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands for the Use of the said Undertakings, without incurring any Penalties or Forfeitures, and shall also have and exercise such Powers and Authorities as are herein-after given or mentioned.

Interpreta-
tion of
Terms used
in this Act.

II. And be it enacted, That in the Construction of this Act (except where the Nature of the Provision or the Context of the Act is repugnant to such Construction) the Word "Commissioners" shall mean the Inclosure Commissioners for *England* and *Wales*; and the Words "Assistant Commissioner" shall mean any Assistant Commissioner appointed by the Inclosure Commissioners for *England* and *Wales*; and the Word "Plan" shall extend to Maps, Drawings, Schedules, and Books of Reference; and the Word "River" shall extend to all Rivers, Rivulets, Lakes, Canals, Streams, and Estuaries; and the Words "Owner of Lands" shall extend to all Persons entitled by this Act, or by the Lands Clauses Consolidation Act, 1845, or otherwise, to sell and convey Land or to signify Objections to any Contract to be executed under the Authority of this Act; and the Words "Owner of settled Lands" shall extend to all Persons who by virtue of any Settlement or Will, or by the Curtesy of *England*, shall be entitled in possession to any Estate in Land for Life or Lives, or for any greater Interest; the Word "Justice" shall mean Justice of the Peace acting for the County, Riding, City, Division, Liberty, or other Place where the Matter requiring the Cognizance of any such Justice shall arise, and who shall not be interested in the Matter; and where any Matter shall be authorized or required to be done by Two Justices the Expression "Two Justices" shall be understood to mean Two or more Justices of the Peace acting together for the County, Riding, Division, Liberty, or other Place where the Matter requiring the Cognizance of any such Justices shall arise, and who shall not be interested in the Matter; and the Word "Works" shall extend to all Engine Houses, Engines, Machinery, Tile-sheds, Tile-yards, Brick-kilns, and Brick-yards, Buildings, Mills, Warpings, Inclosures,

Inclosures, Embankments, Dams, Reservoirs, Roads, Ways, Bridges, Tramroads, Gates, Fences, new Cuts, Watercourses, Sluices, Ditches, Drains, Floodgates, Tunnels, Cloughs, Hatches, Culverts, Weirs, and all other Works necessary and proper for executing the Contracts hereby authorized to be made; and every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as One Person or Thing; and every Word importing the Plural Number shall extend and be applied to One Person or Thing as well as several Persons or Things; and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male; and where the Word "Company" is used, the same shall be understood to mean the said "Landowners Drainage and Inclosure Company;" and the Word "Corporation" shall be understood to mean any Body politic, corporate, or collegiate, civil or ecclesiastical, aggregate or sole, unless in any of the Cases aforesaid it be otherwise specially provided; and that the Words "Waste Lands" shall be understood to mean all Lands which are subject to be inclosed under the Authority of a certain Act made and passed in the Eighth and Ninth Years of the Reign of Her present Majesty, Chapter One hundred and eighteen, intituled *An Act to facilitate the Inclosure and Improvement of Commons and Lands held in common, the Exchange of Lands, and the Division of intermixed Lands, to provide Remedies for the defective or incomplete Execution, and for the Nonexecution, of the Powers of general and local Inclosure Acts, and to provide for the Revival of such Powers in certain Cases*, and also all Waste Land of any Manor on which the Tenants of such Manor have Rights of Common, and any Land whatsoever subject to Rights of Common which may be exercised at all Times of every Year for Cattle levant and couchant upon other Land, or to any Rights of Common which may be exercised at all Times of every Year, and which shall not be limited by Number or Stints, and also all Lands lying upon the Shore of the Sea or of any Harbour or the Bank of any navigable River, so far as the Tide flows up the same.

8 & 9 Vict.
c. 118.

III. And be it enacted, That where any Land shall be capable of being drained, irrigated, inclosed, reclaimed, or improved by Drainage, Irrigation, or by warping, embanking, reclaiming, or inclosing the same by means of Works to be executed on the same and other Lands, it shall be lawful for the Owner of any Lands so capable of being drained, irrigated, inclosed, reclaimed, or improved, and who shall be desirous for that Purpose to execute or promote the Execution of all or any of the Works herein-after mentioned, to make any provisional Contract or Contracts with the said Company for the Execution thereof, in the Form in the Schedule to this Act annexed marked (S.), to which shall be annexed a Plan of the Land comprised in such Contract, showing the Nature and Extent of the Drainage, Irrigation, Warping, Inclosure, Reclamation, and Improvement contracted to be made, done, and executed by such Contract, which Plan shall be to all Intents and Purposes deemed and taken as Part of such Contract.

Owners of
Lands may
make a pro-
visional Con-
tract with
the Company
for the Im-
provement
thereof.

IV. And be it enacted, That when any such Provisional Contract or Contracts shall be entered into a Map or Plan shall be prepared by the

Company to
prepare a
Map of the

Lands con-
tracted to be
improved,
&c.

the said Company, showing not only all the Works proposed under such Contract or Contracts to be executed, but also setting forth as well on the Face of such Map or Plan as by some Schedules or Books of Reference to be thereto annexed all and every the Lands to which such Contract or Contracts shall relate, and the Lands and Property required to be entered upon, cut through, or interfered with for the Purposes of such Drainage, Irrigation, Inclosure, Reclamation, or Improvement, or likely to be affected by the proposed Works, and also the Rivers, Watercourses, Ditches, and Drains intended to be cleared, scoured, deepened, or embanked, and the proposed Variations, Divisions, Abridgments, or Enlargements of the same, and the new Cuts, Embankments, Drains, Watercourses, and other Works proposed to be made and executed for the Purposes of such Drainage or Improvement, and the said Schedules or Books of Reference shall show the reputed Proprietors, Lessees, and Occupiers of the Lands proposed to be drained, warped, irrigated, inclosed, reclaimed, and improved, and the Lands and Property required to be entered upon, cut through, or interfered with respectively for the Purposes of such Drainage, Irrigation, Warping, Inclosure, Reclamation, or Improvement, and also an Estimate of the Expence of the proposed Works, including the probable Amount of Money payable as Purchase and Compensation Money in respect of the Land and Property required to be entered upon, cut through, or interfered with, and also a Statement of the actual Condition of the Lands proposed to be drained, irrigated, warped, inclosed, reclaimed, or improved, and of the probable increased Value of such Lands consequent upon the proposed Works; and the Directors of the said Company shall cause Copies of the said Map or Plan, Schedules, Estimates, and Statements to which the same shall relate, to be deposited with the Clerks of the several Parishes in which the Lands to which such Contracts shall relate shall be situate, there to remain open for public Inspection, and all Persons shall be at liberty to inspect and make Copies of or Extracts from the said Map or Plan, Schedules, Estimates, and Statements, or any of them.

Copies of
Map, &c. to
be deposited
with Parish
Clerks.

Company
shall give
Notice by
Advertise-
ment of the
Deposit of
Maps, &c.

Tenants for
Life and Re-
versioners,
&c. may ob-

V. And be it enacted, That the said Company shall cause Notice (in the Form marked (T.) in the Schedule hereunto annexed) of such Contracts and of the Townships and Parishes in which any Works are by such Contracts proposed to be executed, and of the Places in which Copies of the said Map or Plan, Schedules, Estimates, and Statements have been deposited as aforesaid, to be given by Advertisement in some Newspaper circulated in the County or District in which the Lands to which such Notice relates shall be situate, and shall serve a Copy of the same Notice, either personally by leaving it at or by sending it in a registered Post Letter directed to them respectively at their present or last known Place of Residence, upon all Tenants for Life, Remaindermen, Reversioners, Mortgagees, Lessees, and Occupiers of the Lands comprised in such Contracts, and thereby proposed to be drained, irrigated, inclosed, reclaimed, or improved, whose Names and Residences can by due Diligence be ascertained; and in case any of such Tenants for Life, Remaindermen, Reversioners, Mortgagees, or Lessees shall think fit to object to the proposed Works, and shall on or before a Day to be named in such Notice, being

being not sooner than Twenty-one Days from the Publication and Service of such Notice, transmit in Writing to the Inclosure Commissioners for *England* and *Wales* a Statement setting forth all Objections which such Parties shall think proper to make with respect to any thing by the said Contracts proposed to be done under the Provisions of this Act, a Duplicate of which Statement shall be served upon the said Company by delivering the same at the Office of the said Company, or by sending it by Post to such Office in a registered Letter, within Three Days next after the same shall have been transmitted to the Commissioners as aforesaid, then and in such Case such Person or Persons shall be allowed to appear by themselves, their Counsel, Attornies, or Agents, before such Assistant Commissioner at any Meeting to be held by him in manner herein-after mentioned in support of such their Objections.

VI. And be it enacted, That the said Commissioners shall in every Case proceed to inquire in relation to such Objections, and may, before proceeding to make such Inquiry, require such Provision or Security to be made or given, as they shall think fit, for the Payment by the Parties making such Objections of all Costs incident to or to be occasioned by the Inquiries and Proceedings in relation thereto.

VII. And be it enacted, That in every Case in which there shall have been transmitted to the Commissioners Objections to any thing by the said Contract proposed to be done the Commissioners shall appoint an Assistant Commissioner to inspect the Lands proposed to be drained, irrigated, warped, inclosed, reclaimed, or improved, and to inquire into the Grounds of such Objections; and the said Assistant Commissioner shall, if he shall think necessary, call One or more Meeting or Meetings, of which Twenty-one Days Notice at least shall be given by Advertisement, of all Persons who shall have transmitted Statements of any Objections to the proposed Works to the said Commissioners and to the said Company in manner herein-before directed, to be held on such Day or Days subsequent to the Expiration of such Period of Twenty-one Days, and at such convenient Place or Places within the Parish or One of the Parishes wherein such Lands so to be drained, irrigated, warped, inclosed, reclaimed, or improved shall be situate, or in the Vicinity thereof, as the said Assistant Commissioner shall specify in such Notice, and at the Time and Place named in such Notice as aforesaid the Assistant Commissioner so appointed as aforesaid shall attend and shall have Power to adjourn any Meeting from Time to Time or hold any new Meeting as he shall find necessary, and shall, if he see fit, or if the Persons objecting to any thing by the said Company proposed to be done shall make a Requisition to him in Writing to that Effect, call in the Aid (as Assessor) of a Barrister of Five or a Solicitor in Chancery of Ten Years standing (who shall be an Assistant Commissioner for the Purpose of such Inquiry), and shall with or without such Aid, as the Case may be, inquire into all such Objections as shall have been made in manner herein-before mentioned; and the said Assistant Commissioner shall in all Cases receive and hear all such Evidence as may be offered to him in relation to such Objections,

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and

ject to proposed Works.

Inclosure Commissioners shall inquire as to Objections against the Execution of such Works.

Commissioner to appoint an Assistant Commissioner to make Inquiry into Objections, who shall call public Meetings of Parties objecting.

and shall have Power to examine upon Oath any Person whomsoever, whether such Person shall be interested in the Subject Matter of such Inquiry or not.

Assistant
Commis-
sioner to re-
port to Com-
missioners.

VIII. And be it enacted, That the Assistant Commissioner appointed as aforesaid shall report his Opinion on the proposed Drainage, Irrigation, Warping, Inclosure, Reclamation, or Improvement, and on the Objections thereto, with the Evidence taken by him at the Meeting or Meetings (if any shall be held as aforesaid) or otherwise to the Commissioners, and the Commissioners shall consider the proposed Drainage, Irrigation, Warping, Inclosure, Reclamation, or Improvement, and such Objections as may have been made thereto, and may direct the Assistant Commissioner to make further Inquiries as to the said Contract and Objections, and to take further Evidence in relation thereto in manner herein-before mentioned, if they shall think fit; and in case they shall be of opinion after such further Inquiry shall have been made, or in case they shall think such further Inquiry to be unnecessary, then without such further Inquiry, that such Drainage, Irrigation, Warping, Inclosure, Reclamation, or Improvement will be a permanent Improvement to the Land comprised in such Contract, they may disallow such Objections, and allow such Works according to the Maps, Plans, Schedules, and Estimates to such Contract annexed, with such Alterations as they may think fit; and it shall be lawful for such Commissioners, by an Order under their Hands and Seal of their Office in the Form in the Schedule to this Act annexed marked (U.), to make such Contract, with or without Alterations, as they may think fit, an absolute Contract, and authorize such Works to be executed by the said Company accordingly: Provided always, that in case no Statement of Objections to any provisional Contract shall be transmitted to the said Commissioners, or in case no Duplicate of such Statement shall have been left at the Office of the said Company, or in case all such Objections (if any) shall be withdrawn, then and in such Case Proof shall be made before Two Justices by the said Company that all the Notices herein-before directed have been duly given, and such Two Justices, upon such Proof being given, shall certify under their Hands that such Notices have been duly given according to the Form (V.) in the Schedule hereto annexed, and such provisional Contract shall thereupon become an absolute Contract: Provided always, that the Order of the said Commissioners confirming any provisional Contract, and the Certificate of the said Justices that such Notices have been given, shall respectively be Evidence that the provisional Contract to which such Order or Certificate shall relate has become an absolute Contract according to the Provisions of this Act.

Commissioners may order provisional Contract to be made an absolute Contract and direct Works to be executed, and where no Objections are raised Justices to certify that Notices have been duly proved.

When Objections inquired into by Commissioners Company to pay Costs of Inquiry.

IX. And be it enacted, That when any Assistant Commissioner shall be appointed to inquire into any Objections in the Manner herein-after directed the said Company shall pay, upon the Demand of the said Commissioners, such Sum as the said Commissioners shall think fit as and for their Costs and Expences touching the said Inquiry; and the said Commissioners shall have Power, by any Order under their Hands and Seal of Office, to direct the Parties making such Objections to pay such Sum or Sums of Money as they shall

think proper to the said Company, for the Purpose of reimbursing the said Company such Costs and Expences, or any Part thereof; and the same shall be recoverable by the said Company as Penalties and Forfeitures are by the "Lands Clauses Consolidation Act, 1845," recoverable.

X. And be it enacted, That when any provisional Contract shall have become an absolute Contract according to any of the Provisions herein-before contained it shall be lawful for the said Company, by themselves, their Engineers, Agents, Servants, and Workmen, to enter into and upon any Land mentioned and comprised in any such absolute Contract, and in the Plans and Schedules which shall be thereto annexed, and to make, execute, and complete the Works comprised in such absolute Contract according to the Terms thereof, but not otherwise, and for that Purpose to lay down upon such Lands any Tramroad for conveying any Tiles or other Materials to be used in the Execution of such Works, and to erect on such Land any Brick or Tile Works or Buildings, or any Steam or other Engines and Machinery: Provided always, that no Entry shall be made on any Land to be cut through, interfered with, or prejudicially affected for the Purposes aforesaid, except the Lands comprised in such Contract, without the Consent of the Proprietors thereof.

Company empowered to enter upon the Lands and execute the Works.

XI. And be it enacted, That if any Person shall obstruct or prevent any Person employed by the said Company in the Execution of the said Works, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the said Works, or shall do any wilful Damage or Injury to the said Works, either before or after such Works shall have been completed, he shall forfeit and pay any Sum not exceeding Five Pounds nor less than Twenty Shillings for every such Offence, and the same shall be recoverable by the said Company as Penalties and Forfeitures are by any Act incorporated herewith recoverable.

Penalty on Persons obstructing Works.

XII. And be it enacted, That the said Commissioners shall, upon any Request in Writing by the said Company, at any Time after the Works comprised in any Contract made absolute by any Order of the said Commissioners, or any Part thereof, shall have been executed, appoint an Assistant Commissioner to inspect the same, who shall thereupon proceed to inspect the same Works, and to inquire into the Amount then due to the said Company in and about the Execution of the same Works; and such Assistant Commissioner shall forthwith make a Report to the said Commissioners, who shall thereupon, if the Fact be so, certify under their Hands and Seal of Office that the said Works, or such Part thereof as shall be then executed, have been duly executed in pursuance and according to the Terms of such absolute Contract, and also the Amount then due to the said Company under the said Contract from the several Parties thereto.

Commissioners to appoint Assistant Commissioner to examine Works.

XIII. And be it enacted, That the said Company shall, from and after the due Execution and Performance of the Works comprised in any Contract which shall have become absolute under the Provisions herein-before contained, or any Part thereof, (such due Execution and Performance,

Company after Works executed to receive the Amounts ex-

pressed in
the Con-
tracts.

Performance, together with the Amount then due in respect thereof, having been previously certified by the said Commissioners in manner aforesaid, or, in Cases where no Order of the said Commissioners shall have been issued by Three Directors of the said Company, under the Seal thereof, in the Form marked (W.) in the Schedule to this Act annexed,) have and receive from the several Persons respectively who by the said Contract shall become liable to pay the same all and every the Sum and Sums of Money which in and by the said Contract shall be stipulated and agreed to be paid to the said Company by such Parties respectively for the Execution of any such Works, or such Part thereof as shall according to the Certificates aforesaid have been then executed, and that in the meantime and until the same shall be fully paid to and received by the said Company the said Company shall be entitled to and shall have a Lien upon all and singular the Lands drained, irrigated, warped, inclosed, reclaimed, or improved by the same Works for all and every such Sum and Sums of Money ; and the same Lands shall be and continue liable to the Payment thereof into whose Hands soever the same may pass, and such Lien shall have priority over every other Charge or Incumbrance affecting the same Lands, except Ground Rents and Rent-charges created under the Act of Parliament passed in the Seventh Year of the Reign of King *William* the Fourth, for the Commutation of Tithes in *England* and *Wales*, and the said Company shall and may, by Entry upon the Lands comprised in such Contract or any Part thereof, and by Receipt and Perception of the Rents and Profits of the same Lands, reimburse and repay the said Company all Sum and Sums of Money which may at any Time be due or owing to the said Company for or on account of the Drainage, Irrigation, Warping, Inclosure, or Improvement of the said Lands.

Copies of
Commission-
ers Order, or
where no
Order, of
Justices
Certificate,
to be filed
in Chancery
and deposit-
ed with Clerk
of the Peace
and with
Church-
wardens.

XIV. And be it enacted, That Duplicates of such absolute Contract, and of the Order of the Commissioners by which they shall make such Contract absolute as aforesaid, or in Cases where there shall be no such Order then of any such Certificate of Justices as aforesaid, and of such Certificates of the said Commissioners or of the said Company (as the Case may be) of the due Execution and Performance of any Works comprised in any such Contract or any Part thereof, shall be made, and One of such Duplicates shall be duly filed by the said Company with the Registrar of the High Court of Chancery, and Copies of the said Contract and of the Order of the said Commissioners or the said Certificate of Justices (as the Case may be) shall be transmitted by the said Company to the Clerks of the Peace of the Counties in which the Land contracted to be drained, irrigated, inclosed, reclaimed, or improved shall be situate, who are hereby required to deposit and keep the same among the Records of the said Counties respectively, so that recourse may be had thereto by any Person interested in the Premises, and shall be deposited by the said Company with the Church or Chapel Wardens for the Time being of the Parish or each of the Parishes in which the said Lands shall be situate, to be kept by them and their Successors in Office with the public Books, Writings, and Papers of the Parishes respectively, and all Persons interested therein may have access to and be furnished with Copies of or Extracts from any such Copy on giving reasonable
Notice

Notice to the Person having Custody of the same, on Payment of Two Shillings and Sixpence for such Inspection, and after the Rate of Three-pence for every Seventy-two Words contained in such Copy or Extract; and all such Copies of and Extracts from any such Copy of such Contract, Order, or Certificate as aforesaid as shall be furnished by the Clerk of the Peace shall be signed by the Clerk of the Peace or his Deputy, who shall certify them to be true Copies or Extracts, and every such Copy and Extract so certified shall be received in Evidence without further Proof thereof.

XV. And be it enacted, That when any Part of the Lands to which such Contract or Contracts under this Act shall relate shall be Land held in right of any Church, Chapel, or other Ecclesiastical Benefice in *England* and *Wales*, the Commissioners or the said Company shall not proceed thereon so far as respects such Church Lands, unless the Bishop of the Diocese and the Patron of such Benefice shall have consented in Writing to such Contract.

Consent of Bishop and Patron of Living necessary before Church Lands interfered with.

XVI. Provided always, and it is hereby enacted, That it shall be lawful for all Parties authorized to sell and convey Lands by the Seventh Section of the "Lands Clauses Consolidation Act, 1845," to sell and convey Lands under this Act by Agreement, and also to signify any Objections under the Provisions of this Act, but that it shall not be incumbent on such Parties to signify any such Objection, nor shall they be in anywise responsible for the Consequences of such Contract or the Charge made in pursuance thereof.

All Parties who by Sect. 7. of 8 & 9 Vict. c. 18. may sell Lands, &c. may sell under this Act.

XVII. And be it enacted, That the Compensation to be paid for the Damage or Injury to any Lands which may be entered upon, cut through, or injuriously affected by the Execution of the Works comprised in any absolute Contract which shall have been entered into under the Provisions of this Act may be agreed upon with the Persons authorized to sell and convey Lands by the Lands Clauses Consolidation Act, 1845, in the Manner provided by the same Act with respect to the Purchase of Lands by Agreement, and in case such Damage or Injury shall not be permanent or recurring Damage or Injury to such Lands, then the Compensation in respect of such Damage or Injury shall be paid to the Person with whom such Agreement shall be made, but if such Damage or Injury be permanent or recurring, then the Compensation shall be disposed of in such and the same Manner as is directed by the Lands Clauses Consolidation Act, 1845, with respect to the Purchase Money or Compensation coming to Parties having limited Interests or prevented from treating or not making Title; and the said Company, in respect to the Works comprised in any such absolute Contract, shall be deemed Promoters of the Undertaking for the Purposes of this Act and of the Lands Clauses Consolidation Act 1845, and all other the Provisions of the Lands Clauses Consolidation Act, 1845, shall be incorporated with this Act, except such as relate to the compulsory taking of Lands, and save where the same are hereby altered or are inconsistent herewith.

Compensation may be agreed upon with Persons enabled to convey by 8 & 9 Vict. c. 18., and Works through other Lands may be maintained by Parties to absolute Contract.

After Completion of Works, Owners of the Lands to maintain the same.

XVIII. And be it enacted, That it shall and may be lawful for the Owners of any Land comprised in any absolute Contract, or any of them, after such Works shall have been completed, for ever to maintain and repair the Works comprised in such absolute Contract, and for that Purpose to enter into any Lands in which the said Works shall be situate, making reasonable Compensation to the Owner for the Time being of such Lands, the Amount of such Compensation to be determined by Two Justices in case the Parties differ about the same.

Penalty on obstructing Persons in the Execution of the Act.

XIX. And be it enacted, That if any Person shall obstruct or prevent any Person employed by the Owners of any Lands drained, irrigated, warped, inclosed, reclaimed, or improved under the Authority of this Act, at any Time after the same shall have been completed, in and about the maintaining and repairing the Works comprised in any such absolute Contract, or shall by any Means prevent the free Passage of the Water from the same Lands, or shall do any wilful Damage or Injury to the said Works, he shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds, and the same shall be recoverable by such Owners, or any of them, as Penalties and Forfeitures are by any Act incorporated with this Act recoverable.

Owners of settled Lands may apply to Lord Chancellor for an Order to charge Lands with Cost of Improvements.

XX. And be it enacted, That any Owner of settled Lands who may be a Party to any absolute Contract as aforesaid shall be at liberty to apply by Petition to the Lord Chancellor, setting forth the filing either of any such absolute Contract and the Order of the Commissioners for making the same absolute as aforesaid, or of any Certificate of Two Justices that the Notices required by this Act had been given, and of the Certificate of the said Commissioners or of the said Company that the said Works have been executed, and praying for Leave to charge the Lands included in such Certificates respectively, by Mortgage thereof or otherwise, with the Sum or Sums of Money mentioned in such Certificates respectively; and the Lord Chancellor is hereby empowered and directed to issue upon such Petition, as a Matter of course, and without reference to any Master of the said Court, an Order authorizing such Owner to charge the same Lands accordingly; and such Owner shall thereupon have Power to raise under the Provisions of a certain Act passed in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act to authorize the Advance of public Money to promote the Improvement of Land in Great Britain and Ireland by Works of Drainage*, or of any other Act enabling him in this Behalf, or by Mortgage of such Lands, the Sum mentioned in such Certificates respectively, together with the Costs and Charges of raising the same, and all other Expences incident thereto, and shall thereout repay to the said Company the several Sums of Money mentioned in such Certificates respectively, and for the Purpose of creating such Mortgage to limit and appoint such Lands to any Person or Persons for any Term or Terms for Years by way of Mortgage: Provided always, that the Term and Interest thereby created shall have Priority and be preferred to all other Liens, Charges, and Incumbrances except Ground Rents and Rent-charges created

9 & 10 Vict. c. 101.

created under the Act for the Commutation of Tithes in *England* and *Wales*.

XXI. And be it enacted, That it shall be lawful for the said Company, in the Execution of the Works comprised in any absolute Contract, to alter and vary such absolute Contract, with the Consent in Writing of the said Commissioners, where such Contract shall have been made absolute by their Order, of the Parties to such absolute Contract, and of the Owners respectively of the Lands in which such Deviation is to be made.

Company may deviate from Plans with Consent.

XXII. And be it enacted, That the "Companies Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act, save where the Provisions of the same are hereby altered or excepted or shall be inconsistent with the Provisions of this Act.

8 & 9 Vict. c. 16. incorporated with this Act.

XXIII. And be it enacted, That the Capital of the said Company shall be divided into Shares of Twenty Pounds each.

Capital.

XXIV. And whereas the Expense of executing the several Works by this Act authorized cannot be estimated; be it therefore enacted, That the said Company shall have Power to issue such Number of Shares, not exceeding in the whole Fifteen thousand, as shall from Time to Time be found necessary for the due and effective Execution of the several Works by this Act authorized, and that such Shares shall be numbered in arithmetical Progression, beginning at Number One.

Company empowered to issue Shares.

XXV. And be it enacted, That every Person who shall have subscribed or shall subscribe the Sum of Twenty Pounds or upwards to the Capital of the Company shall be deemed a Shareholder of the Company, and shall be entitled to have One Share therein allotted to him in respect of every Sum of Twenty Pounds so subscribed by him.

Subscribers of 20*l.* or upwards to be Shareholders.

XXVI. And be it enacted, That from Time to Time the Company may make such Calls of Money upon the respective Shareholders in respect of the Amount of Capital respectively subscribed or owing by them as they shall think fit, provided that Twenty Days Notice at the least be given of each Call, and that no Call exceed the Amount of Five Pounds *per* Share, and that successive Calls be not made at less than the Interval of Two Months.

Company may make Calls, giving Twenty Days Notice.

XXVII. And be it enacted, That no Shareholder of the Company shall be liable or charged with the Payment of any Debt or Demand due from the Company, beyond the Extent of his Share in the Capital of the Company not then paid up.

Liabilities of the Shareholders limited.

XXVIII. And be it enacted, That it shall be lawful for the Company to borrow on Mortgage or Bond such Sums of Money as shall from Time to Time be authorized to be borrowed by an Order of a General Meeting of the Company, not exceeding in the whole the Amount of One Third of the subscribed Capital of the Company then paid

Power to borrow Money on Mortgage.

paid up, and for securing the Repayment of the Money so borrowed with Interest to mortgage the Profits of the Company and any Lands by this Act authorized to be purchased by the said Company, and if they think fit, the future Calls upon the Shareholders of the Company, or to give Bonds in manner directed by the Companies Clauses Consolidation Act, 1845.

General Meetings of Shareholders.

XXIX. And be it enacted, That the first General Meeting of the Shareholders of the said Company shall be held within Six Months after the passing of this Act, and the future General Meetings shall be held at the Times provided for the holding of Ordinary Meetings under the Companies Clauses Consolidation Act, 1845; and all Meetings, whether ordinary or extraordinary, shall be held in the City of *Chester*, or in such other Places as the Directors from Time to Time may appoint.

What to constitute a Meeting.

XXX. And be it enacted, That in order to constitute a Meeting (whether ordinary or extraordinary) there shall be present, either personally or by Proxy, Fifteen or more Shareholders, holding in the aggregate Two hundred and fifty Shares to the Amount of Five thousand Pounds.

Extraordinary Meetings may be convened.

XXXI. And be it enacted, That it shall be lawful for Fifteen or more Shareholders holding in the aggregate Two hundred and fifty Shares to the Amount of Five thousand Pounds, by Writing under their Hands, at any Time to require the Directors to call an Extraordinary Meeting of the Company; and such Requisition shall fully express the Object of the Meeting required to be called, and shall be left at the Office of the Company, or given to at least Three of the Directors, or left at their last or usual Places of Abode; and forthwith upon the Receipt of such Requisition, the Directors shall convene a Meeting of the Shareholders, and if for Twenty-one Days after such Notice the Directors fail to call such Meeting, the said Number of Shareholders, qualified as aforesaid, may call such Meeting by giving Fourteen Days public Notice thereof.

Number and Appointment of Directors.

XXXII. And be it enacted, That the Number of Directors shall be Twelve, and they shall be nominated by the Shareholders, and that Sir *Stephen Richard Glynne* Baronet, Sir *Robert Henry Cunliffe* Baronet, and *Townshend Mainwaring*, *George Wilbraham*, *Randle Wilbraham junior*, *Henry Sandbach*, *Robert Brodhurst Hill*, *Philip Davies Cooke*, *Wilson Jones*, *John Wynne Eyton*, *Charles James Whitley Deans Dundas*, and *John Edward Errington*, Esquires, shall be the first Directors of the Company.

If not a sufficient Meeting for the Election of Directors after Two Meetings convened for that Purpose, existing

XXXIII. And in order to provide for the Accident of a sufficient Number of Shareholders not being present at any Meeting at which Directors are to be elected by them, be it enacted, That if at any Meeting at which an Election of such Directors ought to take place Twenty Shareholders holding in the aggregate Two hundred and fifty Shares to the Amount of Five thousand Pounds shall not be present within One Hour from the Hour appointed for the Meeting, no Election of new Directors or Re-election of existing Directors shall be

be made by the Shareholders present at such Meeting, nor shall any Business be transacted, but in such Case at the Expiration of Fourteen Days from the Day of such intended Meeting another Meeting shall be held at the same Place, and if at such other Meeting the said Number of Shareholders so qualified as aforesaid be not present, personally or by Proxy, within One Hour from the Hour fixed for the Meeting, such Meeting shall stand adjourned to the following Day at the same Hour and Place, and if at the Meeting so adjourned the said Number of Shareholders so qualified as aforesaid be not present within One Hour from the Hour appointed for the Meeting, the existing Directors shall continue to act and retain their Powers until new Directors be appointed at the first Ordinary Meeting of the following Year.

Directors
to continue.

XXXIV. And be it enacted, That no Person shall be capable of being a Director unless he be a Shareholder possessed of Twenty-five Shares at the least.

Qualification
of Directors.

XXXV. And be it enacted, That the Directors appointed by this Act, and continued in Office as aforesaid, or the Directors elected to supply their Places or the Places of any of them as aforesaid, shall retire from Office at the Times and in the Proportions following, unless otherwise determined by a General or Special General Meeting of the Company, the Individuals to retire being in each Instance determined by Ballot among the Directors, and being re-eligible immediately or at any future Time; (that is to say,) at the first General Meeting of the said Company to be held after the Expiration of Twelve Months from the passing of this Act Four of such Directors shall go out of Office, at the End of the Second Year One Half of the remaining Number of such Directors shall go out of Office, and at the End of the Third Year the Remainder of such Directors shall go out of Office, and that the subsequent permanent Rotation of the Directors shall be as provided by the "Companies Clauses Consolidation Act, 1845."

Rotation of
Directors.

XXXVI. And be it enacted, That any Contracts which may be made for the Execution of Works for the Company shall specify the Works to be done, the Quality of the Materials to be used, the Prices to be paid, the Term within which such Works shall be performed, and the Penalties for Nonperformance thereof, or such other Things as the Company may think proper, and the Company may take such Security for the Performance of any such Contract as to them shall seem necessary; nevertheless the Company lawfully may from Time to Time, as they think fit, compound with any Person on account of any Breach or Nonperformance of any such Contract for any Sum of Money which they think fit, or they may remit any Penalties on account thereof.

Contracts
for Works
for the Com-
pany shall
specify Par-
ticulars.

XXXVII. And be it enacted, That before apportioning the Profits aforesaid the Directors may, if they think fit, set aside thereout such Sum as they may think proper to meet Contingencies, or for executing, enlarging, repairing, or improving any Works to be executed under the Authority of this Act or any Part thereof, or for the

Before
making
Dividend
Directors
may set
aside any

[Local.]

33 M

Purpose

which might not have been lawfully made or constructed in case this Act had not been passed, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral of the United Kingdom aforesaid for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions and Regulations as the said Lord High Admiral or Commissioners for executing the Office of Lord High Admiral aforesaid may approve of, such Approval being signified as last aforesaid; and if any such Work shall be commenced or completed contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral aforesaid, at his or their Discretion, to abate and to remove the same, and to restore the Site thereof to its former Condition, at the Cost of the said Company; and nothing herein contained shall authorize or enable any Person acting or pretending to act under this Act to make or construct any Work injurious to the Navigation of any navigable River or Canal.

XLII. And be it enacted, That nothing contained in this Act or in the Acts herein recited or referred to shall extend to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, or any Two of them, first had and obtained for that Purpose, and which such Commissioners or any Two of them are hereby authorized and empowered to give, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors. Saving the Rights of the Crown.

XLIII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such. Public Act.

XLIV. And be it enacted, That this Act may be amended or repealed by any Act to be passed in the present Session of Parliament. Act may be amended, &c.

The SCHEDULE to which this Act refers.

FORM (S.)

Provisional Contract.

Landowners Drainage and Inclosure Company.

BE it remembered, That it is covenanted, declared, and agreed this
 Day of 18 , between
A.B., C.D., and E.F., Esquires, Three of the Directors of the Land-
 owners Drainage and Inclosure Company of the one Part, and the
 several Persons Parties hereto whose Hands and Seals are hereunto
 subscribed and set, (such several Persons covenanting for themselves
 respectively, and for their respective Heirs, Executors, and Adminis-
 trators,) being the Owners of the several Lands mentioned and
 described in the Schedule and Plan hereto annexed, of the other Part,
 as follows; (that is to say,) that the said Company shall and will,
 subject to and in consideration of the Payment of the several Sums at
 the Times and in the Manner herein-after mentioned, well and effec-
 tually execute the Works specified in the said Schedule and Plan, at
 the Cost and for the Price and in the Manner in the said Schedule
 and Plan mentioned and described, or in such other Manner, at such
 other Cost, for such other Price, and subject to such Terms and
 Stipulations as may be directed by any Order of the Inclosure Com-
 missioners for England and Wales, under the Provisions of an Act
 [*here insert the Title of this Act*]; and it is also agreed that, as
 regards any of the Lands in the said Schedule mentioned, for the
 Execution of the Works upon which any such Order of the said Com-
 missioners cannot be obtained, the several Persons who shall for the
 Time being be the Owner of such Lands shall pay to the said Com-
 pany the Sum of Shillings per Acre for every Acre of the
 same Lands as the Price and Cost of making such Plan and Schedule
 and Estimate of the said Works, and of endeavouring to obtain such
 Order of the said Commissioners as aforesaid; and as to the Payment
 of the several Sums for the Execution of the said Works, it is hereby
 covenanted, declared, and agreed that the same shall be paid to the
 said Company by half-yearly Instalments, as the Works proceed. In
 witness, &c.

I. S.

The Schedule referred to in the foregoing Contract.

.FORM

FORM (T.)

Landowners Drainage and Inclosure Company.

Notice of Works.

NOTICE is hereby given, That a provisional Contract has been made and entered into with "The Landowners Drainage and Inclosure Company," for the Execution of Works of Drainage, &c. [*set out the Works to be executed*] upon and through the several Lands lying in the Township [*or in the Townships, as the Case may be,*] of _____ in the Parish of _____ in the County of _____, and that a Schedule and Plan of the same Lands, showing the Nature and Extent of the said Works, and showing also the Lands necessary to be entered upon, cut through, or interfered with and required for the due Execution of the same Works, are deposited with the Parish Clerk [*or Clerks, as the Case may be*] of the said Parish [*or Parishes*] of _____ at his House [*or their Houses*] at _____, where the same are open to public Inspection.

Dated this _____ Day of _____ 184 .

A.B., Clerk to the said Company.

FORM (U.)

Order for making a provisional Contract absolute.

By the Inclosure Commissioners for England and Wales.

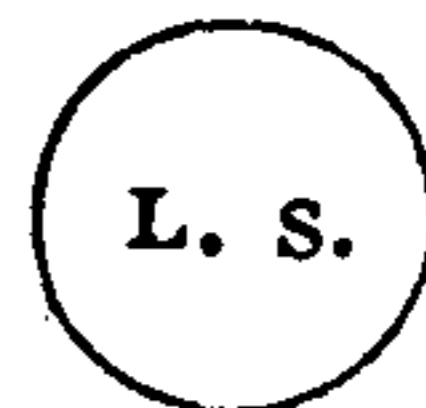
WHEREAS, by the Contract in Writing hereto annexed, the Landowners Drainage and Inclosure Company have agreed to execute the several Works herein-after specified upon the Lands in the Plan and Schedule thereof hereto also annexed contained: And whereas several Objections have been raised by Persons interested in the same Lands, and entitled to raise any such Objections to the Execution of the said Works by the said Company: Now we the said Commissioners, having in pursuance of the Powers and Authorities given to us in and by an Act passed, &c. [*here insert the Title of this Act*], proceeded to inquire into the several Objections so raised, and having heard the several Parties raising the same, and having taken such Evidence as was tendered to us in respect thereof, and having duly considered the same, do hereby order and direct that the said Contract shall be confirmed and become an absolute Contract from the Date of this our Order, and that the several Works thereby contracted to be performed by the said Company shall be executed in the Manner proposed by the said Contract, subject to the several Alterations, Exceptions, or Additions contained in the Schedule thereof to this our Order annexed; and we do hereby further order and direct, that the several Persons herein-after named, who by themselves or their Agents have raised the several Objections, and thereof given us Notice in pursuance of the said Act, shall pay to the said Company, in reimbursement of the

[*Local.*] 33 N Costs

Costs of the said Inquiry into such Objections, The several Sums following; that is to say, *A.B.*, Esquire, £ *C.D.* £ .

Given under our Hands and the Seal of our Office this Day of 18 .

A.B.
C.D.
E.F.



The Schedule referred to in the above Order.

FORM (V.)

Certificate of Justices that the Notices required by this Act have been given.

WE, the undersigned, *A.B.* and *C.D.*, &c., Two of Her Majesty's Justices of the Peace, acting together in and for the County of do hereby certify, That it has this Day been proved to us that the several Notices required to be given by the Act [*here set forth the Title of this Act*], for the Drainage, Irrigation, and Improvement of certain Lands lying in the several Townships of in the Parish [*or Parishes*] of in the said County of have been duly given in pursuance of the said Act.

Given under our Hands this Day of 18 .
A.B.
C.D.

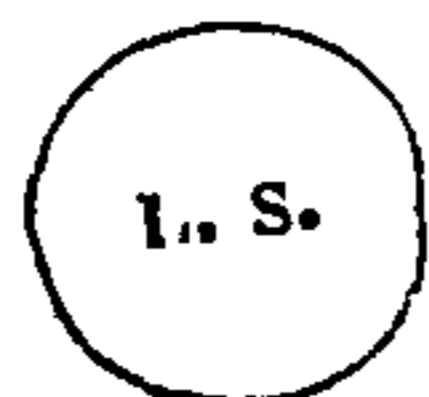
FORM (W.)

Certificate of the Company that Works are executed.

By the Landowners Drainage and Inclosure Company.

WE, the undersigned, Three of the Directors of the Landowners Drainage and Inclosure Company, do hereby declare to all Parties whom it may concern, that the several Lands described in the Schedule thereof hereunder written have been drained, [*irrigated, or inclosed, as the Case may be*], and improved under a Contract with *A.B.*, at the Cost in the said Schedule also mentioned.

Given under the Common Seal { *A.B.* } Three of the Di-
of the said Company this { *C.D.* } rectors of the
Day of 184 . { *E.F.* } said Company.



Schedule

Schedule of Lands [drained, &c., as the Case may be,] by the Landowners Drainage and Inclosure Company under the Contract for that Purpose with *A.B.* Esquire.

County.	Parish and Township.	Occupier.	Names of Fields, &c.	Quantity.			Description of Works.	Cost.		

FORM (X.)

Order for charging Lands improved.

In Chancery.

Date.

In the Matter of *A.B.* or *C.D.* [as the Case may be] Esquire ;
and in the Matter of the Act 10 and 11 Vict. c.

WHEREAS by an Order of the Inclosure Commissioners for England and Wales, bearing Date the _____ Day of _____ 184____, under the Seal of the said Commissioners, it was ordered and directed, that a certain Contract for the Drainage [Irrigation, Reclamation, or Inclosure, as the Case may be,] and Improvement of certain Lands lying in the Township of _____ in the Parish of _____ in the County of _____ by "The Landowners Drainage and Inclosure Company," at the instance of *A.B.* Esquire, then being an Owner of the same Lands, that is to say, a Tenant for Life of the same Lands [or as the Case may be], should be confirmed and made absolute, subject to such Exceptions and Alterations in the Execution of the Works comprised in such Contract as are contained in the said Order :

And whereas by a Certificate under the Hands and Seal of the said Commissioners, bearing Date the _____ Day of _____ 184____, it was certified, that the Sum of _____ Pounds had been theretofore expended in and about the Execution of the Works of [Drainage, &c., as the Case may be] and Improvement of the same Lands, and in and about the necessary Plans and Estimates thereof, and other Expences incident thereto :

When the Party making the Contract shall happen to die before the issuing of the Order for charging the Lands here add, And whereas the said *A.B.* hath departed this Life since the making of the said Contract as appears by the Certificate of his Death in due Form filed in this Honourable Court, and the said *C.D.* is now the Owner, that is to say, the Tenant for Life, of the same Lands [or as the Case may be], as hath been duly proved to the Satisfaction of this Court :

And whereas Duplicates of the said Contract, Order, and Certificate have been duly filed in this Honourable Court, and the said *A.B.* [or *C.D.*, as the Case may be,] doth now by his Petition pray that he
may

may be at liberty to charge the same Lands with the said Sum of £ the Amount of the Cost of such Drainage [or Irrigation, Reclamation, or Inclosure, as the Case may be,] and Improvement and other Expences as aforesaid, under the said Act or under any other Act enabling him in that Behalf: His Lordship, on consideration of the said Petition and of the Premises, doth hereby order that the said Petitioner be at liberty to charge the same Lands, by Mortgage thereof or otherwise, with the said Sum of £ , under the said Provisions of the said Act or any other Act enabling him in that Behalf.

By the Court.

FORM (Y.)

The same, when no Objections raised and no Order of the Inclosure Commissioners made.

In Chancery.

Date.

In the Matter of *A.B. or C.D.* Esquire [as the Case may be],
and in the Matter of Act 10 and 11 Vict. c. .

WHEREAS, on or about the Day of a provisional Contract for the Drainage [or Irrigation, &c., as the Case may be,] of certain Lands lying in the Township of in the Parish of in the County of by the Landowners Drainage and Inclosure Company was made by and between the said Company and *A.B.*, then being an Owner, that is to say, the Tenant for Life [or as the Case may be] of the same Lands:

And whereas no Statement of Objections to the said provisional Contract was transmitted to the Inclosure Commissioners for England and Wales pursuant to the said Act [or no Duplicate of any Statement of Objections to the said provisional Contract was left at the Office of the said Company pursuant to the said Act, or all Objections to the said provisional Contract have been withdrawn, as the Case may be]:

And whereas, by a Certificate under the Hands of *A.B.* and *C.D.*, Esquires, Two of Her Majesty's Justices of the Peace, acting together in and for the said County of bearing Date the Day of it was certified, according to the Form (V.) in the Schedule to the said Act annexed, that all the Notices in such Case directed by the said Act had been duly given, whereupon and whereby the said provisional Contract became an absolute Contract:

And whereas, by a Certificate under the Seal of the said Company, bearing Date the Day of 184 , and authenticated by the Signatures of Three of the Directors thereof, it was certified [as in the last Form, substituting the Words "Certificates of Two Justices and of the said Company" for the Word "Order" in the Recital that the several Documents had been duly filed].