



ANNO VICESIMO & VICESIMO PRIMO

# VICTORIÆ REGINÆ.

\*\*\*\*\*

## Cap. cxlvi.

An Act to alter, amend, and consolidate the Acts relating to the Company of Proprietors of the *Norfolk Estuary*. [17th August 1857.]

**W**HEREAS by "The *Norfolk Estuary Act, 1846*," certain Persons were incorporated by the Name of "The Company of Proprietors of the *Norfolk Estuary*" for the Purpose of reclaiming from the Sea, enclosing, and embanking the Two Tracts of Land herein-after mentioned (being Part of the great Estuary called "The *Wash*," situate between the Counties of *Norfolk* and *Lincoln*), and for other the Works and Purposes therein mentioned or referred to, and the Company were thereby required to commence their Works by forming a Two-mile Cut across the Marshes between *Lynn Harbour* and the then Channel below the Ballast Bank in a Line to be laid out so as to correspond with the then existing Harbour Lines, and to be subject to the Approval of the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, and also to form a new Cut or Channel Two Miles in Length from the lower End of the *Marsh Cut* across "The *Vinegar Middle*," and which Cut should fall again into the Channel of the River *Ouse* near the *Breast Beacon* in a fair Line, to be approved of as aforesaid, so as to reclaim

9 & 10 Vict.  
c. cclxxxviii.

[*Local.*]

25 K

the

*The Norfolk Estuary Act, 1857.*

the Portions of the Lands which would be within a Line drawn across the Estuary to the Shores on each Side in a due East and West Direction from the Point where the said *Marsh* Cut would fall into the River ; and by the said Act such Part of the said Cut or Channel, and the Channel below the same, as should be situate to the Eastward of the extended Mid-channel Line therein mentioned, was required to be of such Capacity, and the same, and also the Banks and Forelands thereof, and the Works connected therewith, were required to be made in such Manner, as Three Civil Engineers, to be appointed as therein mentioned, should from Time to Time by Writing direct ; and the Company were thereby required at such Time after the said new Cut should have been completed to and through the Bank adjoining a certain Place called *Howard's Sluice*, and a Passage for the Waters of the *Ouse* should have been obtained through the same, as Three Civil Engineers chosen as therein mentioned should direct, to form and complete an Embankment across the Channel of the River *Ouse* and the Lands adjoining of such Dimensions and so constructed as to resist the tidal or other Waters of the River *Ouse*, and divert and turn them into the said new Cut : And whereas by the said Act it was enacted, that in consideration of and as a Compensation for the Expenses which the Company would incur in making and executing the Works thereby authorized to be executed, the Two several Tracts of Land therein and herein-after described should, when and as the same should be reclaimed and embanked as therein-after provided, be and the same were thereby, subject to the Provisions therein contained, vested in the Company and their Successors ; but it was thereby provided, that if the Company should not within Eight Years thereafter effectually proceed with, or should not within Twenty-one Years thereafter complete, the Embankment and Reclamation of the said Tracts of Land, or should not sell the same within the Term thereby limited, the same, or so much thereof as should not have been embanked or reclaimed, should revert to and be again the Property of Her Majesty, or other the Persons or Bodies Corporate to whom the same would have belonged if the said Act had not been passed, discharged from all Claims by the Company : And whereas by the

12 & 13 Vict.  
c. xcvi.

“ *Norfolk Estuary Amendment Act, 1849,*” the said Company were required, as their First Work and with all convenient Despatch, to commence and proceed in the making and executing of the said Two-mile Cut across the Marshes, and the Works appertaining thereto, and also the said Cut across the *Vinegar Middle*, and the Works appertaining thereto, and when and so soon as the same should be respectively completed to cause the Waters of the said River *Ouse* and Harbour of *Lynn* to pass and flow through the said Cuts, and it was provided that the said Cuts across the Marshes and *Vinegar Middle* should be constructed of the Dimensions therein mentioned ; and by the same Act, after reciting or referring to an



*The Norfolk Estuary Act, 1857.*

an Act passed in the Thirty-fifth Year of His late Majesty King George the Third, intituled *An Act for improving the Drainage of the Middle and South Levels, Part of the Great Level of the Fens called Bedford Level, and the Low Lands adjoining or near to the said Levels, as also the Lands adjoining or near to the River Ouse in the County of Norfolk, draining through the same to Sea by the Harbour of King's Lynn in the said County, and for altering and improving the Navigation of the said River Ouse from or near a Place called Eau Brink in the Parish of Wiggshall Saint Mary in the said County to the said Harbour of King's Lynn, and for improving and preserving the Navigation of the several Rivers communicating with the said River Ouse, and to the several subsequent Acts altering, amending, or referring to the same Act, and respectively passed in the Thirty-sixth, Forty-fifth, Fifty-sixth, Fifty-eighth, and Fifty-ninth Years of the same Reign, in the First and Second Years of the Reign of His late Majesty King George the Fourth, and the First and Second Years of the Reign of His late Majesty King William the Fourth, and intituled *An Act to alter, amend, and enlarge the Powers of the several Acts now in force relating to the new River or Cut from Eau Brink to King's Lynn in the County of Norfolk, called the Eau Brink Cut, and to raise further Funds for carrying the said Acts into execution*, it was further provided that the Commissioners of Drainage acting in execution or under the Authority of the same Acts should contribute the Sum of Sixty thousand Pounds Sterling by and out of the Tolls vested in or payable to the said Commissioners by virtue of the same Acts, or any of them, or of the Act now in recital, and by such Sale or Mortgage of the Lands and Property of the said Commissioners as therein-after mentioned, and also that the Mayor, Aldermen, and Burgesses of the Borough of *King's Lynn* in the County of *Norfolk* should contribute the like Sum of Sixty thousand Pounds by and out of the Tonnage Duties therein mentioned (making together the Sum of One hundred and twenty thousand Pounds), towards the making and executing of the said new Cuts and Works connected therewith, such Contributions to be paid by the Instalments and in the Manner therein mentioned to the Extent of Eighty thousand Pounds during the Progress of the Works, and the remaining Part of the One hundred and twenty thousand Pounds to be paid upon the granting of the Certificate of the Completion of the Cuts and the Works connected therewith, and of the Diversion of the Waters of the River *Ouse* into and along the Cuts, as therein expressed, such Contributions to be repaid, with Interest thereon, if the said Two-mile Cut across the Marshes, and the said Cut across the *Vinegar Middle*, and the Works connected therewith, should not be fully completed before the Day therein mentioned: And whereas by "The *Norfolk Estuary Amendment Act, 1853*," the Company were empowered so to proceed in the said Cuts and Works as that*

35 G. 3. c. 77.

1 & 2 W. 4.  
c. lxxiii.16 & 17 Vict.  
c. xiv.

the



*The Norfolk Estuary Act, 1857.*

the Waters of the River *Ouse* and Harbour of *Lynn* and *Norfolk* Estuary, or any of them, might forthwith freely pass along the Course of the then partly executed Two-mile Cut across the Marshes, and also as soon as the Company should deem expedient to proceed with and complete the said Embankment across the then Channel of the River *Ouse*, and the Powers of the Company and the Times limited for the Completion of the Cuts and Works were enlarged and extended without Prejudice to the Liabilities of the said Commissioners of Drainage, and of the said Mayor, Aldermen, and Burgesses, to contribute the aforesaid Sum of Sixty thousand Pounds each: And whereas the said Two-mile Cut across the Marshes and the Banks of such Cut, and the Works appertaining thereto, have been completed, and the Waters of the River *Ouse* and of the said Harbour of *Lynn* were in the Year One thousand eight hundred and fifty-three diverted, and have ever since flowed into and through the said Cut, and the same hath ever since the Year One thousand eight hundred and fifty-three been open for public Navigation: And whereas the said Embankment across the Channel of the River *Ouse* hath been completed: And whereas such Cut and Embankment have proved to be and are of great public Utility and Convenience: And whereas the Company have made considerable Progress with the said Cut across the *Vinegar Middle*, but the same is not yet completed: And whereas the Commissioners of Drainage have paid to the Company during the Progress of their Works several Instalments, amounting in the whole to the Sum of Thirty-two thousand and seventy-five Pounds Eleven Shillings and Threepence, and the Mayor, Aldermen, and Burgesses have also paid to the Company several Instalments to the like Amount, and respectively in part Payment of the Sum of Forty thousand Pounds each, which under the Provisions of "The *Norfolk* Estuary Amendment Act, 1849," were made payable by them respectively during the Progress of the Company's Works, leaving a Balance of Twenty-seven thousand nine hundred and twenty-four Pounds Eight Shillings and Ninepence of each of their respective entire Contributions of Sixty thousand Pounds: And whereas the Commissioners of Drainage, in the Month of *June* One thousand eight hundred and fifty-two, borrowed Three thousand Pounds from *William Rayner* and *Henry Rayner* at Four Pounds *per Centum per Annum* Interest, by way of temporary Loan, on Security of a Bond or Instrument, under the One hundred and seventh Section of the Act of the First and Second of *William* the Fourth, Chapter Seventy-three, and in the Month of *October* One thousand eight hundred and fifty-three borrowed on Mortgage of their Tolls, and of Two hundred and forty-eight Acres or thereabouts of their Northernmost Lands lying nearest to the Town of *Lynn*, Six thousand Pounds from *William Rayner* and *Henry Rayner*, and Two thousand Pounds from *Frederick Edwards*, and Two thousand Pounds

from



*The Norfolk Estuary Act, 1857.*

from *William Little*, and respectively at Four Pounds *per Centum per Annum* Interest, with a Stipulation that so long as any of those Mortgages remain in force no greater Amount of Mortgages than Ten thousand Pounds in the whole should be charged on the Tolls and mortgaged Premises; and the Commissioners of Drainage afterwards, in the Years One thousand eight hundred and fifty-three and One thousand eight hundred and fifty-five, sold Four hundred and ninety-four Acres or thereabouts, Parts of their Southernmost Lands lying farthest from the Town of *Lynn*, and not comprised in or affected by the Mortgages of *October* One thousand eight hundred and fifty-three: And whereas Part of the Purchase Money produced by those Sales was paid into the Bank of *England*, with the Privity of the Accountant General of the High Court of Chancery, to the Credit of a Cause in which the Company are the Plaintiffs, and *Hugh Robert Evans*, as the Treasurer of the Commissioners, is the Defendant, and was invested in the Purchase of Eleven thousand six hundred and fifty-seven Pounds Thirteen Shillings and Twopence Consolidated Three Pounds *per Centum* Annuities in the Name of the Accountant General, in trust in the Cause, and the Dividends thereof have hitherto been paid to the Commissioners under an Order of the Court of Chancery made the Eighteenth Day of *March* One thousand eight hundred and fifty-six: And whereas it will be for the mutual Benefit of the Company and of the Commissioners of Drainage, and of the Mayor, Aldermen, and Burgesses, that the Commissioners of Drainage and the Mayor, Aldermen, and Burgesses be respectively discharged from Five thousand Pounds each, Part of their respective Contributions of Sixty thousand Pounds, thus reducing the now unpaid Balance of each of their respective Contributions to the Sum of Twenty-two thousand nine hundred and twenty-four Pounds Eight Shillings and Ninepence, and that the whole of those Balances be made payable by Instalments during the Progress of the Company's Works, and that the Company be discharged from all Liability to repay the Contributions or any Part thereof, or any Interest thereon, and that proper Provisions be made for the Discharge of the Commissioners of Drainage Debt of Three thousand Pounds contracted in *June* One thousand eight hundred and fifty-two by way of temporary Loan, and their Mortgage Debts, amounting together to Ten thousand Pounds, contracted in *October* One thousand eight hundred and fifty-three, as well as of their Instalments of the Twenty-two thousand nine hundred and twenty-four Pounds Eight Shillings and Ninepence, the unpaid Balance of their reduced Contribution: And whereas the Company have expended in and about their Operations the Sum of One hundred and ninety-two thousand Pounds and upwards, inclusive of the Sums received in part Payment of the Contributions above referred to: And whereas Difficulties have arisen in reference to the Dimensions of the said Cut across the *Vinegar*



*The Norfolk Estuary Act, 1857.*

*Middle* and the Works appertaining thereto, and it is expedient that the Dimensions thereof should be settled and defined by this Act: And whereas the Company are required to complete the said Cut across the *Vinegar Middle* and the Works appertaining thereto before proceeding to reclaim or embank the said Tracts of Land or either of them: And whereas the Company are required to sell the said Lands when so embanked and reclaimed within a specified Term of Years, but divers Charges of indefinite Amount are attached thereto: And whereas it is expedient that further Powers and Facilities should be given for the Reclamation, Embankment, and Disposal of the said Tracts of Land, and the Maintenance of the Banks thereof, and the Execution of the Undertaking: And whereas it is expedient that certain Clauses and Provisions in the said recited Acts should be altered and amended, and that further Powers should be conferred upon the Company and others in reference to the Undertaking as herein-after provided: And whereas, in order to avoid the Inconveniences arising from several Acts relating to the same Purposes being in force at the same Time, it is expedient that the said recited Acts be repealed, and that some of the Powers and Provisions thereof be amended and re-enacted or continued by this Act: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

Short Title. I. This Act may for any Purpose be cited as "The *Norfolk Estuary Act, 1857.*"

Interpreta-  
tion of  
Terms. II. In this Act the following Words and Expressions shall have the Meanings hereby assigned, unless there be anything in the Subject or Context repugnant to such Construction; (that is to say,)

The Word "Lands" shall be held to include Lands and Sands covered by the Sea, partly or wholly, as well as ordinary Lands and other Descriptions of Property comprised under the Term "Lands" in "The Lands Clauses Consolidation Act, 1845:"

The Word "Works" shall be held to include all Banks, Walls, Dams, Shores, Slopes, Forelands, Cuts, Channels, Culverts, Drains, Engines, Sluices, Tunnels, Roads, Headings, Fences, Watercourses, Bridges, and other Description of Works of whatsoever Nature or Description made by the Company for carrying into effect the Objects and Purposes of this Act or the said recited *Norfolk Estuary Acts*:

The Word "Owners," as applicable to the Owners of Lands, whether to be purchased by the Company or in respect of the Improvement

*The Norfolk Estuary Act, 1857.*

Improvement of which any Compensation may be payable to the Company, shall be held to include all Persons who by "The Lands Clauses Consolidation Act, 1845," are authorized to sell and convey Lands:

And the Expression "the Company" shall mean the Company of Proprietors of the *Norfolk Estuary* hereby continued incorporated.

III. Subject to the Provisions of this Act, the Three herein-before recited Acts (*videlicet*, "The *Norfolk Estuary Act, 1846*," "The *Norfolk Estuary Amendment Act, 1849*," and "The *Norfolk Estuary Amendment Act, 1853*,") are hereby repealed, but notwithstanding such Repeal they may be cited for any Purpose by their said respective Short Titles. Recited Acts repealed.

IV. The several Sections and Provisions of the Acts hereby repealed set forth in the Schedule to this Act are hereby re-enacted and made subject to this Act; and all Acts, Agreements, Deeds, Matters, and Things made or done or entered into under or by virtue of the several Sections and Provisions set forth in such Schedule, or by virtue or in pursuance thereof, or which may have been confirmed or sanctioned thereby, shall be unaffected by the passing of this Act, and shall be binding upon the Company and all other Persons and Bodies Corporate bound thereby or liable thereunder to the same Extent as if this Act had not been passed. Continuing certain Sections of Acts hereby repealed.

V. Notwithstanding the Repeal of the Acts hereby repealed, the Company shall for the Purposes of this Act, and as from the passing of "The *Norfolk Estuary Act, 1846*," remain incorporated by the Name of "The Company of Proprietors of the *Norfolk Estuary*," with Power to purchase, take, hold, and dispose of Lands and other Property, and with all the other Incidents of an incorporated Company. Company to continue incorporated.

VI. Notwithstanding such Repeal, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively under or by virtue of the recited Acts or any of them shall be as valid as if this Act were not passed, and such Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Repeal had not happened and this Act were not passed, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively: Provided always, that the Generality of this General Saving of Rights under recited Acts hereby repealed.



*The Norfolk Estuary Act, 1857.*

this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

8 & 9 Vict.  
cc. 16. & 18  
incorporated.

VII. "The Companies Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1845," are hereby incorporated with this Act, and in construing the same Acts for the Purposes of this Act the several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned shall have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction: Provided always, that nothing herein contained shall extend the Period for the compulsory Purchase or taking of Lands by the Company.

Company to  
continue  
seised and  
possessed of  
their Under-  
taking, &c.

VIII. Subject to the Provisions of this Act, the Company shall continue seised and possessed of and entitled to the Buildings and Works of every Description, and all the Lands, Tenements, Hereditaments, Estate, and Effects, real and personal, whereof they were seised or possessed or whereto they were entitled immediately before the passing of this Act, as fully and effectually to all Intents and Purposes as if the said Acts had not been hereby repealed.

Conveyances,  
&c. to re-  
main in  
force.

IX. All Purchases, Sales, Conveyances, Assignments, Leases, Releases, Mortgages, Bonds, Contracts, Agreements, Securities, Certificates, and other Acts and Things made, done, entered into, executed, or instituted under or by virtue or in consequence of any of the Acts hereby repealed, or with reference to any of the Purposes thereof, shall (notwithstanding the Repeal of the said Acts, and except only so far as the same respectively are varied or altered by this Act, or are inconsistent therewith,) be as good, valid, and effectual to all Intents and Purposes as they would have been if the said Acts had not been repealed, and may be proceeded on and enforced accordingly.

Actions, &c.  
not to abate.

X. No Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the passing of this Act shall abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect, whether in favour of or against the Company, in like Manner in all respects as the same would have continued and taken effect if this Act had not been passed; and all Offences against the Provisions of the Acts hereby repealed or any of them committed before the passing of this Act may be prosecuted, and all Penalties incurred by reason of such Offences may be sued for, in like Manner in all respects as if this Act had not been passed.

XI. All



*The Norfolk Estuary Act, 1857.*

XI. All Persons who immediately before the passing of this Act owed any Sum of Money to the Company or to any Person on their Behalf shall pay the same, with all the Interest (if any) due and payable or accruing for the same, to the Company, and all Moneys which immediately before the passing of this Act were due or owing by or recoverable from the Company shall, with all Interest (if any) due or to become due thereon, be paid by or be recoverable from or be satisfied by the Company.

Debts due to and by the Company to be paid to and by them.

XII. The several Persons who immediately before the passing of this Act were Shareholders of the Company, and their respective Executors, Administrators, and Assigns, shall pay to the Company the Amount of their respective Shares, or so much thereof as has not been paid prior to the passing of this Act, with all Interest (if any) due or to accrue due thereon, and shall so pay the same when and as the same is called up or otherwise demanded by the Company according to the Provisions of the recited Acts or this Act.

Shareholders to pay Calls.

XIII. In every Case in which under the Provisions of any of the Acts hereby repealed any Money was before the passing of this Act paid by the Company, or by the said Commissioners of Drainage, into the Bank of *England*, or to any Trustees or Trustee, as Purchase or Compensation Money, or on any other Account, such Money, or the Stocks, Funds, or Securities in or upon which the same is or shall be invested by the Order of the Court of Chancery or otherwise, and the Interest, Dividends, and annual Produce thereof, shall after the passing of this Act be applied and disposed of pursuant to the Act under which the said Money was so paid, except as herein otherwise provided, and the Obligations of the Company under such Act and of all other Parties with respect to such Money, Stocks, Funds, and Securities, shall, except as herein otherwise provided, be observed and performed in like Manner as if such Act had not been repealed.

As to Moneys paid into the Bank of England.

XIV. Every Officer and Servant appointed by virtue of or acting under the Authority of the repealed Acts or any of them shall hold and enjoy his Office and Employment with the Salary thereunto annexed, and be deemed an Officer or Servant of the Company until he be removed from such Office or Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Rules, Regulations, Pains, and Penalties, in all respects whatsoever as if he were appointed under this Act.

Officers to continue.

XV. All Books, Plans, Sections, Certificates, Writings, and Documents by any of the repealed Acts directed or authorized to be kept or made Evidence, and which (if this Act had not been passed) would

Books to be Evidence.

[*Local.*]

25 M

be



*The Norfolk Estuary Act, 1857.*

be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Resolutions,  
&c. to re-  
main in  
force.

XVI. All Resolutions, Orders, Notices, and Proceedings of the Company and the Directors thereof made and taken before the passing of this Act shall (until altered by the Company under the Provisions of this Act) continue of full Force and Effect as if this Act had not been passed.

Newspaper  
for Adver-  
tisements.

XVII. The Newspaper for Advertisements for all the Purposes of this Act shall be a Newspaper published in the County of *Norfolk*, and for the Purpose of Ordinary Meetings and the Adjournments thereof shall also be a *London* daily Morning Newspaper.

Capital.

XVIII. And whereas the Capital of the Company, as provided by "The *Norfolk* Estuary Act, 1846," was the Sum of Five hundred thousand Pounds, divided into Ten thousand Shares of Fifty Pounds each, but Eight hundred and eighty-six Shares, representing Forty-four thousand three hundred Pounds, Part of that Capital, have not been issued: Therefore upon the passing of this Act the Capital of the Company shall be Four hundred and fifty-five thousand seven hundred Pounds, divided into Nine thousand one hundred and fourteen Shares of Fifty Pounds each.

Calls.

XIX. Two Pounds Ten Shillings *per* Share shall be the greatest Amount of any One Call which the Company shall make on the Shareholders, and One Fifth of the Amount of a Share shall be the greatest aggregate Amount of Calls that may be made in any One Year upon any Share, and One Month's Notice at the least shall be given of each Call.

Forfeited  
Shares  
which can-  
not be sold  
may be can-  
celled.

XX. In all Cases where any Share shall have been or hereafter shall be declared forfeited, and such Declaration of Forfeiture has been or hereafter shall be confirmed in manner required by "The Companies Clauses Consolidation Act, 1845," and Notice shall be given by the Company in the "*London Gazette*," and in One Newspaper of the County of *Norfolk*, of such Forfeiture or intended Forfeiture, and that such Share will become cancelled if the Arrears of Calls and Interest due thereon, and any Expenses incurred by the Company by reason of the Nonpayment thereof, be not paid within the Space of One Calendar Month from the Publication of such Notices, then if such Arrears, Interest, and Expenses be not paid within such last-mentioned Period, and the Market Price of Shares of the same Class in the Company in the City of *London* shall at the Expiration of such Period, or at any Time thereafter, be less than the

aggregate



*The Norfolk Estuary Act, 1857.*

aggregate Amount of the Arrears, Interest, and Expenses due and incurred in respect of such Share, or if there shall be no Market Price for such Share in the City of *London* at the Expiration of such Period, such Share shall thereupon be and be deemed to be absolutely cancelled, and the Proprietor thereof shall thenceforth be precluded from all Right or Interest therein, and a Declaration in Writing made by some credible Person not interested before any Justice of the Peace, stating the Market Price of such Shares in the City of *London* at any Period mentioned in such Declaration, or that there was no Market Price for such Shares in the City of *London* at the Period so mentioned, shall be sufficient Evidence of the Facts stated therein: Provided, that such Forfeiture and cancelling shall not affect or alter the Liability of the last Proprietor of any such Share to pay to the Company the Arrears of Calls and Interest due in respect of such Share at the Time of the cancelling thereof, after deducting therefrom the Market Value of such Share according to the Market Price of Shares in the City of *London* at the Time of such cancelling as aforesaid, or the Powers of the Company to enforce by Action or other Proceeding the Payment of such Arrears and Interest.

XXI. The Company at any Extraordinary Meeting thereof may, with the Assent of the Holder of any Share liable to be declared forfeited, cancel such Share instead of forfeiting the same, and thereupon the same, and all Rights, Claims, and Demands in respect thereof, shall cease.

As to cancelling forfeited Shares by Consent.

XXII. All Shares cancelled under the Powers of this Act shall be deemed never to have existed; and to the Extent of the aggregate nominal Value of the Shares so from Time to Time cancelled, the Capital for the Time being of the Company shall be and be deemed to be reduced.

Extinction of cancelled Shares.

XXIII. The Number of Directors of the Company shall be Twelve, but such Number may be reduced as the Company may direct, so that the Number be not at any Time less than Eight.

Directors.

XXIV. The Persons who were Directors immediately before the passing of this Act shall continue in Office and go out of Office by Rotation, or be otherwise removable in like Manner and in the same Order as if this Act had not been passed.

Present Directors to continue.

XXV. The Mayor of *Lynn* for the Time being shall be *ex officio* One of the Directors.

Mayor of *Lynn* to be a Director.

XXVI. The Qualification of a Director (excepting the Mayor of *Lynn* for the Time being) shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Qualification of Directors.

XXVII. And



*The Norfolk Estuary Act, 1857.*

Cut across  
Vinegar  
Middle to be  
completed.

XXVII. And whereas it is by Section Six of the "*Norfolk Estuary Amendment Act, 1849*," enacted that the Cuts across the Marshes and *Vinegar Middle* shall be constructed by the Company in manner following; that is to say, the Bottom of the Cuts across the Marshes and *Vinegar Middle* shall at the Commencement of the first-mentioned Cut be at least Ten Feet below the Level of Zero Point on the present Gauge on the *Eau Brink* Free Bridge at *Lynn*, and shall from that Point throughout both the Cuts increase in Depth after the Rate of at least Four Inches *per* Mile, and the Cuts shall be of the Width of at least Two hundred and fifty Feet at the Bottom of the upper End of the first-mentioned Cut, and shall increase in Width after the Rate of Fifteen Feet at least *per* Mile throughout, and the Sides of the Cuts shall be constructed with proper and convenient Slopes of not less than Four Feet horizontal Measurement to One Foot of vertical Measurement: Therefore the Company shall proceed with and complete the Cut across "*the Vinegar Middle*" now in progress and the Works appertaining thereto of the Dimensions set forth in that Section, and so as to reclaim the Portions of the Lands which will be within an imaginary Line drawn across the Estuary to the Shores on each Side in a due East and West Direction from the lower End of the Marsh Cut, and the Obligations of the Company under this Section shall be instead of their Obligations under any Award as to such Dimensions.

Company to  
extend and  
divert the  
Outfall of  
*Woolferton*  
and other  
Creeks.

XXVIII. Subject to the Provisions of this Act, the Company shall and they are hereby required to extend and divert the present Outfall of a certain River, Creek, or Watercourse called *Woolferton Creek*, on the Eastern or *Norfolk* Side of the said Estuary, by carrying or conducting the Waters of the said River, Creek, or Watercourse into the said new River or Cut, or below the same, through Part of the said Land intended to be reclaimed, or the Land adjoining thereto, by means of a Cut and Embankments or otherwise; and also to extend and divert the present Outfall of a certain other River, Creek, or Watercourse called *Castle Rising River* or *Babingley Creek*, on the said Eastern or *Norfolk* Side of the said Estuary, by carrying the Waters of the said last-mentioned River, Creek, or Watercourse into the said new River or Cut, or below the same, through Part of the Land intended to be reclaimed, or the Land adjoining thereto, by means of a Cut and Embankments or otherwise; and also to extend, alter, and divert the Outfall of all other Creeks, Drains, Sewers, or Watercourses within the Estuary, Townships, Parishes, Hamlets, extra-parochial or other Places, or some of them, which now discharge their Waters into the said Estuary or the Eastern or *Norfolk* Side thereof, by conducting the last-mentioned Waters into the said new River or Cut, or below the same, or otherwise to provide for the Drainage thereof as may be found most convenient; and also to make  
and



*The Norfolk Estuary Act, 1857.*

and complete all such Drains, Sluices, and Tunnels as shall be necessary for discharging the Waters into the said new Cut from all or any Lands or Grounds which will be deprived of their Outfall by the said new Works; and also to make proper Fence Ditches at the Back of each of the Banks of the said new Cut or Channel and extended and diverted Outfalls, with such proper and sufficient Tunnels in and Bridges across the same as shall, by reason or in consequence of the said new Cut and extended and diverted Outfalls being so respectively made as aforesaid, be requisite or necessary for the Use of the respective Owners and Occupiers of any of the Lands or Grounds adjoining thereto.

XXIX. Subject to the Provisions of this Act, the Company shall have Power to enter into and upon the said Tracts of Land, and all or any other of the Lands delineated in the Plans and described in the Books of Reference herein-after mentioned which it may be necessary or proper for them to enter, for the Purpose of executing the several Works which they are by this Act directed or authorized to execute.

Power to enter upon Lands, &c.

XXX. And whereas previously to the passing of "The *Norfolk Estuary Act, 1846*," Plans and Sections describing the severals Cuts proposed to be executed, and also Books of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands through or over which the said several Cuts and Works appertaining thereto were proposed to be carried or made, were deposited with the Clerk of the Peace for the County of *Norfolk*, and with the Clerk of the Peace for the Borough of *King's Lynn*, and with the Clerk of the Peace for the Division of *South Holland* in the County of *Lincoln*: Therefore (subject to the Provisions in this Act contained) it shall be lawful for the Company to make and complete the said several Cuts and the Works appertaining thereto in the Line and upon the Lands delineated in the said Plans and described in the said Books of Reference, and to enter upon, take, and use such of the said Lands as may be necessary for that Purpose.

Power to execute Works according to deposited Plans.

XXXI. The Provisions of "The *Railways Clauses Consolidation Act, 1845*," relating to the temporary Occupation of Lands during the Construction of the Undertaking, and which are comprised within the Thirtieth, Thirty-first, Thirty-second, Thirty-third, Thirty-fourth, Thirty-fifth, Thirty-sixth, Thirty-seventh, Thirty-eighth, Thirty-ninth, Fortieth, Forty-first, Forty-third, and Forty-fourth Sections of the same Act, shall (as far as the same may be applicable) be held to be incorporated with this Act with reference to the Works of the Company as if such Works were specified in the said Provisions in lieu of the Works therein mentioned; and the Limits within which such Provisions may be acted upon shall be held to comprise all the Lands lying

As to temporary Occupation of Lands.

[*Local.*]

25 N

within



*The Norfolk Estuary Act, 1857.*

within the Limits of Deviation as delineated in the Plans deposited aforesaid or mentioned in the Book of Reference.

Compensation to be made to the Crown for its Rights.

XXXII. In order to make Compensation to the Queen's most Excellent Majesty, Her Heirs and Successors, for all Her Rights and Interests in the Two Tracts of Land herein described, being Part of the said great Estuary, there shall be payable by the Company to the Commissioners of Her Majesty's Woods and Forests for the Use of Her Majesty, Her Heirs and Successors, in addition to the Sum already paid to such Commissioners under the said "*Norfolk Estuary Act, 1846,*" the Sum of One Pound Sterling for every One hundred Pounds which shall be expended by the Company in or upon the Works of the Undertaking, and so in proportion for any less Sum than One hundred Pounds which shall be so expended as aforesaid; and all Moneys so to be paid to the said Commissioners shall be applied in the same Manner as the Moneys to arise from the Sale of the Land Revenues of the Crown are now applicable by virtue of an Act passed in the Tenth Year of the Reign of His late Majesty King *George the Fourth*, intituled *An Act to consolidate and amend the Laws relating to the Management and Improvement of His Majesty's Woods, Forests, Parks, and Chases, of the Land Revenue of the Crown within the Survey of the Exchequer in England, and of the Land Revenue of the Crown in Ireland, and for extending certain Provisions relating to the same to the Isles of Man and Alderney.*

All Moneys to be paid to the Crown to be applied as prescribed by 10 G. 4. c. 50.

Lands vested in the Company chargeable with Payment of Compensation to the Crown.

XXXIII. For the Purpose of securing the Payment of the Money by this Act made payable to the Use of Her Majesty, Her Heirs and Successors, as aforesaid, the Two Tracts of Land by this Act vested in the said Company shall be chargeable with and answerable for the same Money, and such Money shall be deemed and taken to constitute an express and specific Charge or Lien upon the said Lands in priority of and preference to all other Charges and Liens thereon.

Certificate of Commissioners of Woods, &c. to release Crown Lien on Lands.

XXXIV. It shall be lawful for the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or either of them, from Time to Time, if they shall so think fit, upon Proof being given by or on behalf of the Company that any Part or Parts of the said Tracts of Land has or have been embanked and reclaimed in pursuance of the Provisions of this Act, and upon Payment being made to them the said Commissioners of all Sum or Sums of Money for the Time being due from the Company to Her Majesty, Her Heirs and Successors, to grant Certificates in duplicate under the Hand of One of the same Commissioners, certifying that such Part or Parts of the said Tracts has or have been so embanked and reclaimed, and that such Sum or Sums of Money has or have been paid, and one Part of such Certificates respectively shall from Time to Time be delivered to and kept



*The Norfolk Estuary Act, 1857.*

kept by the Company, and the other Part shall from Time to Time be deposited at the Office of Land Revenue Records and Enrolments, and either of such Certificates or a Copy thereof certified by the Keeper of Land Revenue Records or by the Secretary for the Time being of the Company to be a true Copy shall be received as Evidence in all Courts of Law and elsewhere, and shall be conclusive Evidence that such Part or Parts of the said Tracts of Land has or have been so embanked and reclaimed, and that such Sum or Sums of Money has or have been paid; and immediately upon the granting of every or any such Certificate the Lands thereby certified to have been embanked and reclaimed shall be thereupon and for ever thereafter absolutely released, freed, and discharged from all Estates, Rights, Right of Reverter, Right of Compensation, Title or Interest, Charge or Lien, Claim or Demand of Her Majesty or Her Successors in, to, or upon the same Lands or any Part thereof, whether in respect of Title thereto or Ownership thereof, or in respect of Money theretofore expended or thereafter to be expended by the Company upon the Works of the Undertaking, or in any other respect by virtue of this Act: Provided always, that if after the granting of any such Certificate as aforesaid the Company shall expend any further Sum or Sums of Money in or upon the Works of the Undertaking, either in connexion with the Land mentioned in such Certificate or elsewhere, Her Majesty, Her Heirs and Successors, shall continue entitled to receive from the Company a Per-centage at the Rate of One Pound for every One hundred Pounds, and so in proportion for every less Sum than One hundred Pounds which may be so expended, but such Per-centage shall in every such Case be chargeable and a Lien upon those Parts only of the said Tracts of Land in respect of which no Certificate shall have been given.

XXXV. The Company shall from Time to Time, and within Twenty-one Days next after the Times by this Act appointed or authorized for making up their Accounts, deliver to the said Commissioners a Balance Sheet of the then last preceding Half Year's Accounts, and thereupon pay to the Commissioners such Sums of Money as upon the Statement of such Account shall appear due and payable to the Crown upon the Amount of Expenditure made during the same Period.

Company to furnish Balance Sheets of their half-yearly Accounts to the Office of Woods, &c.

XXXVI. All the Books, Accounts, Vouchers, and all other Documents whatever of the Company shall at all Times be open to the Inspection of the Commissioners, or such Person as they shall from Time to Time appoint for that Purpose, and shall be produced as often as the same may be required in any Action, Suit, or other Proceeding which shall or may be had or taken in any Court of Law or Equity for obtaining an Account of the Moneys expended by the Company,

Accounts of the Company to be open to Inspection of the Commissioners of Woods, &c.



*The Norfolk Estuary Act, 1857.*

Company, or for enforcing Payment of any Money which shall become payable to the Use of Her Majesty, Her Heirs or Successors, as aforesaid, or otherwise in relation to the Interest of the Crown in the said Undertaking; and that any Officer of the Company shall, when and as often as required by the Persons so appointed as Inspector as aforesaid, make an Affidavit, Declaration, or Affirmation, as the Nature of the Case may require, to the best of his Knowledge and Belief, in proof of any Book, Account, Voucher, or other Document of the Company, or any Matter, Subject, or Thing relating to the Contents thereof.

Expenses of Commissioners of Woods, &c. in relation to this Undertaking to be paid by the Company.

XXXVII. All Costs and Expenses of every Description already occasioned or to be occasioned to the said Commissioners in relation to the said Undertaking, either before or after the passing of this Act, or by reason or in consequence of any of the Provisions in this Act contained, or incident or relating thereto, shall be wholly borne and defrayed by the said Company.

Drainage Commissioners Contribution.

XXXVIII. The Sum of Twenty-two thousand nine hundred and twenty-four Pounds Eight Shillings and Ninepence, Residue of One of the said Contributions of Sixty thousand Pounds, after deducting the Payments already made on account thereof, and deducting the further Sum of Five thousand Pounds, shall henceforth be the Contribution to be paid to the Company by the Commissioners of Drainage, and shall be payable by Instalments as by this Act provided, and shall be a Debt from the Commissioners of Drainage to the Company charged in priority over all other Charges (except only the unpaid Part of the said Mortgages amounting to Ten thousand Pounds and Interest) upon the Navigation Tolls payable to the Commissioners of Drainage (after Payment thereof of Seven hundred and fifty Pounds yearly to the Treasurer of the Select Trustees of *Lynn* Harbour under the Fifty-eighth Section of the Commissioners of Drainage Acts of One thousand eight hundred and thirty-one, 1 and 2 *William* the Fourth, Chapter 73.), and upon such of the Lands of the Commissioners of Drainage as are by this Act made saleable.

Corporation of *Lynn's* Contribution.

XXXIX. The Sum of Twenty-two thousand nine hundred and twenty-four Pounds Eight Shillings and Ninepence, Residue of the other of the said Contributions of Sixty thousand Pounds, after deducting the Payments already made on account thereof, and deducting the further Sum of Five thousand Pounds, shall henceforth be the Contribution to be paid to the Company by the Mayor, Aldermen, and Burgesses out of the Tonnage Duties received by the Mooring Harbour Commissioners under this Act, and shall be payable by Instalments as by this Act provided, and be charged upon the said Tonnage Duties.

XL. The



*The Norfolk Estuary Act, 1857.*

XL. The Commissioners of Drainage, the Mayor, Aldermen, and Burgesses, and the Mooring Harbour Commissioners, or any of the said Bodies or any Member thereof, shall not be in any Manner personally liable to pay such respective Contributions or any Part thereof, and the Sections One hundred and fourteen and One hundred and fifteen of the Commissioners of Drainage Act of One thousand eight hundred and thirty-one, 1 and 2 *William* the Fourth, Chapter 73., shall extend and apply to this Act accordingly in the same Manner as if this Act had formed Part of the Act of One thousand eight hundred and thirty-one.

No personal Liability for any of the Contributions or otherwise.

XLI. In order to provide Materials for the Construction of the Banks and Foreshores of the Channel across *Vinegar Middle* the Company may purchase, take, or use, either by Agreement or under any Provisions of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, any Lands from which they think such Materials can be excavated, but, except with the Consent of the Mayor, Aldermen, and Burgesses under their Common Seal, and of the Commissioners of Drainage by Order at One of their General or Special Meetings, not exceeding Forty Acres in the whole: Provided always, that the Land so purchased, taken, or used shall be used by the Company only for the Purpose of providing by Excavations therein Materials for those Banks and Foreshores, and the Materials so excavated shall be used only for making those Banks and Foreshores.

Company may purchase Land for Materials for Banks of Channel across *Vinegar Middle*.

XLII. The Compensation for the Lands so purchased, taken, and used shall be paid by the Company, and the Mayor, Aldermen, and Burgesses, and the Commissioners of Drainage, in equal Shares; and the One Third Share thereof so paid by the Mayor, Aldermen, and Burgesses shall be allowed in account as by this Act provided as being paid by them in part of their Contribution of Twenty-two thousand nine hundred and twenty-four Pounds Eight Shillings and Ninepence, and the One Third Share thereof so paid by the Commissioners of Drainage shall be allowed in account as by this Act provided as being paid by them in part of their Contribution of Twenty-two thousand nine hundred and twenty-four Pounds Eight Shillings and Ninepence.

Purchase Money to be paid by Company and Mayor, &c. and Commissioners of Drainage in equal Shares.

XLIII. Provided always, That the Total of Principal Money to be contributed under this Act by the Mayor, Aldermen, and Burgesses and by the Commissioners of Drainage respectively, including their respective One Third Share of the total Compensation for the Land, shall not exceed Twenty-two thousand nine hundred and twenty-four Pounds Eight Shillings and Ninepence.

Limit of Contributions and Purchase of Land.



*The Norfolk Estuary Act, 1857.*

Balance of Contributions by Drainage Commissioners and by Corporation of Lynn payable on quarterly Certificates of Works done.

XLIV. Such Parts of the Two Balances or Sums of Twenty-two thousand nine hundred and twenty-four Pounds Eight Shillings and Ninepence each as are not satisfied by such Contributions for Land shall be payable to the Company by the Instalments and in manner following; (that is to say,) on the Twenty-fifth Day of *March*, the Twenty-fourth Day of *June*, the Twenty-ninth Day of *September*, and the Twenty-fifth Day of *December* in every Year, or within Seven Days after such respective Days, until the whole of the same Sums shall be fully paid; the Company shall deliver to the Commissioners of Drainage and to the Mayor, Aldermen, and Burgesses such Engineer's Certificate as by this Act provided, and thereupon, or within Twenty-one Days after the Delivery thereof, the Commissioners of Drainage and the Mayor, Aldermen, and Burgesses shall pay in equal Shares to the Treasurer of the Company Two Third Parts of the Amount which during the Three Months preceding the Delivery of the respective Certificates as aforesaid shall be certified to have been actually expended by the Company or their Contractors in or about the Construction and Execution of the Channel across *Vinegar Middle* and of the Banks and Foreshores thereof.

Engineers Certificates.

XLV. Every such Certificate shall be signed by One of the principal Engineers of the Company, and shall contain a true and detailed Statement of the Work done during the preceding Three Months and the Money actually expended during that Period in or about the Construction and Execution of the Channel across *Vinegar Middle* and the Banks and Foreshores thereof, and the Quantities of the Earth and other Materials actually used within those Three Months in or about the Construction and Execution of the Channel across *Vinegar Middle* and the Banks and Foreshores thereof, and shall specify what Quantity, if any, of the Earth and other Materials so used was obtained from the Land purchased, taken, or used for the Purposes as by this Act provided, and paid for by the Company, and the Mayor, Aldermen, and Burgesses, and the Commissioners of Drainage, but shall not contain any Charge for the same other than for raising and removing the same, and shall also specify the Cost of the Earth and other Materials, if any, so used and not obtained from the Land so purchased, taken, or used: Provided always, that until the whole of the Earth and other Materials fit and proper to be used for the Purposes aforesaid, obtainable from the Land so purchased or taken, is obtained and used for the Construction of the Banks and Foreshores of that Channel, the Certificate shall not specify the Cost of the Earth or other Materials, if any, which might have been procured from such Land so used, and not obtained from the Land so purchased, taken, or used and paid for as aforesaid: Provided also, that after all the fit and proper Materials obtainable from the Land so purchased, taken, or used, or so obtained and used, the Cost of any Earth and other



*The Norfolk Estuary Act, 1857.*

other Materials so used may be included in any of the subsequent Certificates.

XLVI. All such Certificates, and the Works and Charges to which they relate, and the Vouchers for the same, shall from Time to Time be subject to the Examination of a Civil Engineer to be appointed by the Commissioners of Drainage and the Mayor, Aldermen, and Burgesses, or by either of those Bodies, if they or either of them think fit to direct such Examination; and if such last-mentioned Engineer disapprove of any such Certificates, and the Company's Engineer shall not acquiesce in his Objections, and shall neither concur with him in correcting the Certificate nor remove his Objections thereto, then the Matters in dispute are hereby referred to such Civil Engineer as shall be appointed as Referee by Agreement by the Company, the Commissioners of Drainage, and the Mayor, Aldermen, and Burgesses; and if those Bodies do not agree within Ten Days after Application by any one of them to the others of them, then to such Civil Engineer as shall be appointed as Referee on the Application of any One or more of them to the Board of Trade; and the Referee may, if he think fit, award Interest to be paid under the Certificate at any Rate not exceeding Five Pounds *per Centum per Annum* for the Interval from the Expiration of Twenty-one Days after the Delivery of the Certificate till the Expiration of Twenty-one Days after the Date of his Award.

Certificates may be examined and rectified.

XLVII. The Award in Writing of such Referee under his Hand shall be final and binding on all Parties interested; and in case any Certificate so objected to shall be confirmed by such Referee, then all the Costs attending the same Examination and Reference shall be borne by the Commissioners of Drainage and the Mayor, Aldermen, and Burgesses in equal Shares, or, as the Case may be, by such One of those Bodies as directed such Examination; but if such Certificate be so corrected, reversed, varied, or altered upon such Reference to the Extent of Twenty Pounds in Value, then the Costs of such Examination and Reference shall be borne by the Company, or otherwise by the Body, or equally by the Bodies which directed such Examination.

Referee's Award and Costs of Reference.

XLVIII. The Instalments payable under any Certificate so corrected, varied, or altered as aforesaid, with the Interest (if any) awarded thereon, shall be paid by the Commissioners of Drainage and the Mayor, Aldermen, and Burgesses respectively within Twenty-one Days after the Time of such Correction or after the Date of the Award.

Payment on rectified Certificates.

XLIX. Every Instalment unpaid for more than Twenty-one Days after the Delivery of the Certificate, or, as the Case may be, for more than Twenty-one Days after the Time of the Correction thereof, or after the Date of the Referees Award, shall while in arrear carry Interest

As to Interest on Arrears of Instalments.



*The Norfolk Estuary Act, 1857.*

Interest after the Rate of Five Pounds *per Centum per Annum*, and such Interest shall be recoverable in like Manner as and in addition to the Arrears of the Instalments.

Company to proceed with Despatch with Vinegar Middle Works.

L. The Company shall proceed with the *Vinegar Middle Works* with due Despatch, and if in the Four Years reckoned from the Time of the purchasing or taking by the Company of any Land for Materials the Company expend not less than Forty thousand Pounds on the *Vinegar Middle Works*, or if in the First Two Years of those Four Years they expend not less than Twenty thousand Pounds thereon, including in the said Sum of Forty thousand Pounds, but not in the said Sum of Twenty thousand Pounds, the Amount expended in the Purchase, taking, or using of Land as by this Act provided for the *Vinegar Middle Works*, then and in either of those Cases they shall, during the said Period of Four Years or Two Years, as the Case may be, for the Purposes of this Section, be deemed proceeding with those Works with due Despatch.

Repayment of Contributions for Purchase of Land in case of Default.

LI. In the event of the Company failing to proceed with the *Vinegar Middle Works* with due Despatch as by this Act provided, there shall be charged and paid as by this Act provided by the Company to the Mayor, Aldermen, and Burgesses and the Commissioners of Drainage respectively, either the whole Amount contributed by them respectively for the purchasing or taking of Land for the Purpose of excavating therefrom Materials for those Works, or if any of that Land shall have been *bonâ fide* used for that Purpose, then a due proportionate Part of that whole Amount, with Interest after the Rate of Four Pounds *per Centum per Annum* from the Time of such Failure happening on the Sum to be so repaid.

Repayment in case of Sale of Land.

LII. In the event of the Company selling the Land so purchased or taken, or any Part thereof, they shall on the Completion of such Purchase repay to the Mayor, Aldermen, and Burgesses and the Commissioners of Drainage respectively, out of the net Purchase Moneys for the Lands so sold, either the whole Amount contributed by them respectively for the Purchase or taking of the Land so sold, or if any of the Land so sold shall have been *bonâ fide* used for the Purpose of excavating therefrom Materials for the *Vinegar Middle Works*, then a due proportionate Part of that whole Amount, but, except in the event of the Company failing to proceed with those Works with due Despatch as by this Act provided, without Interest on the Sum to be so repaid.

Proportionate Repayment of Part only of Land sold.

LIII. Provided always, That if any such Sale be of Part only of the Land so purchased, then the Repayment to the Mayor, Aldermen, and Burgesses and the Commissioners of Drainage respectively shall be



*The Norfolk Estuary Act, 1857.*

be of a due proportionate Part only of the whole Amount so contributed by them respectively.

LIV. Provided always, That in ascertaining any such proportionate Repayment, the Amount thereof shall bear the same Proportion to the whole Amount advanced by the Mayor, Aldermen, and Burgesses and the Commissioners of Drainage respectively for such Purchase or taking as the Quantity of the Land used or sold bears to the whole Quantity of Land so purchased or taken.

Basis on which Amount of Repayment is to be ascertained.

LV. In the event of the Company failing to proceed with the *Vinegar Middle Works* with due Despatch as by this Act provided, or in any other event, with the Consent of the Company and of the Mayor, Aldermen, and Burgesses and the Commissioners of Drainage, the Land so purchased or taken for the Purpose of excavating therefrom Materials for the same Works, and paid for by the Company and the Mayor, Aldermen, and Burgesses and the Commissioners of Drainage respectively, shall be sold by the Company, and thereupon the Company shall apply the net Moneys arising from the Sale or a sufficient Part thereof in or towards making to the Mayor, Aldermen, and Burgesses and the Commissioners of Drainage respectively the Repayment by this Act provided for of the Amount or proportionate Part of the Amount contributed by them respectively for such Purchase or taking, with the Interest, if any, payable according to this Act thereon, and the Residue, if any, of such Purchase Moneys shall be retained by the Company.

Sale of Land purchased for Materials.

LVI. The whole of the Banks and Foreshores of the *Marsh Cut* and the *Vinegar Middle Cut* respectively shall be a Security to the Mayor, Aldermen, and Burgesses and the Commissioners of Drainage respectively for the Repayment to them of any such Moneys so payable to the said Mayor, Aldermen, and Burgesses and the Commissioners of Drainage, with Interest thereon after the Rate of Four Pounds *per Centum per Annum*, and the Mayor, Aldermen, and Burgesses and the Commissioners of Drainage shall accordingly be deemed in Equity Mortgagees of those Banks and Foreshores, with Power to enter into possession or receipt of the Rents and Profits thereof, but with no Right to sell or obtain a Decree for the Sale thereof, and with Power to let the Herbage thereof.

Banks of Cuts to be a Security for Advance.

LVII. The Company may at any Time repay to the Mayor, Aldermen, and Burgesses and the Commissioners of Drainage respectively the Amount then unsatisfied of their respective Contributions for the Purchase or taking of the Land, and the Interest, if any, thereon, and thereupon the Lien in respect thereof on the Company's Property shall cease: Provided always, that any Amount repaid to

Company may pay off Advances at any Time.

[*Local.*]

25 P

the



*The Norfolk Estuary Act, 1857.*

the Mayor, Aldermen, and Burgesses and Commissioners of Drainage respectively, under the Provisions of this Act, shall be deducted from the Amount allowed in account as having been paid by them respectively in part of their respective Contributions under this Act.

Arrange-  
ments be-  
tween Com-  
pany and  
Mayor,  
&c., for Sa-  
tisfaction of  
Liabilities.

LVIII. Provided always, That the Company and the Mayor, Aldermen, and Burgesses may at any Time make and carry out any Arrangement which they mutually agree on, by way of Composition or otherwise, for Payment, Satisfaction, or Discharge of all or any of the unpaid Part of the Contribution payable by the Mayor, Aldermen, and Burgesses under this Act to the Company.

Authority  
to Commis-  
sioners and  
Company to  
arrange for  
Satisfaction  
of Liabili-  
ties.

LIX. The Commissioners of Drainage and the Company, with the Approval of the Mortgagees for the Time being of the said Commissioners, may at any Time make and carry out any Arrangement which they mutually agree on, by way of Composition or otherwise, for Payment, Satisfaction, or Discharge of all or any of the unpaid Part of the Contribution payable under this Act by the Commissioners of Drainage to the Company.

Contribu-  
tions of  
55,000*l.* sub-  
stituted for  
60,000*l.*

LX. In all the Clauses and Provisions in the Schedule to this Act contained relative to both or either of the Contributions of Sixty thousand Pounds each, and the Instalments thereof, such Contributions and Instalments shall henceforth be deemed and taken to mean the Contributions and Instalments by this Act made payable, instead of the Contributions and Instalments made payable by "The *Norfolk Estuary Amendment Act, 1849.*"

Provision for  
paying off  
5,000*l.* of  
Commission-  
ers present  
Debts.

LXI. By Sale of a competent Part of the said Eleven thousand six hundred and fifty-seven Pounds Thirteen Shillings and Twopence Consolidated Three Pounds *per Centum* Annuities, or so much thereof as is now standing in the Name of the Accountant General of the Court of Chancery in trust in the said Cause under an Order of the Court, to be obtained on the Application of the Commissioners of Drainage by Summons before the proper Judge of the Court of Chancery in Chambers, a sufficient Sum shall be forthwith raised and applied in discharge of the said temporary Loan of Three thousand Pounds made by *William Rayner* and *Henry Rayner* to the Commissioners of Drainage in *June* One thousand eight hundred and fifty-two, and the Interest thereof, and a further Sum of Two thousand Pounds, and the Amount of any Interest due thereon, in or towards the Discharge of some or One of the Mortgage Debts of the Commissioners of Drainage amounting to Ten thousand Pounds which were contracted in *October* One thousand eight hundred and fifty-three.

XLII. The



*The Norfolk Estuary Act, 1857.*

LXII. The Residue or unpaid Part of the said Mortgage Debts and the Interest due and to become due thereon shall henceforth be the First Charge on the Drainage Commissioners Tolls (after Payment thereof of Seven hundred and fifty Pounds yearly to the Treasurer of the Select Trustees of *Lynn* Harbour as in this Act mentioned), and upon the Two hundred and forty-eight Acres or thereabouts of Land in this Act mentioned to be comprised in the said Mortgages.

Mortgages for 8,000*l.* created in Oct. 1853, to be the First Charge on the mortgaged Property.

LXIII. The Maintenance of the Works which the Commissioners of Drainage are by their said several Acts of Parliament bound to maintain, and their general Charges, including the Balance now due to their Treasurer or his Bankers on account of the Commissioners, are henceforth to be provided for in the first instance out of the net Rents and Profits of the Banks of the *Eau Brink* Cut and several Parcels of Ground adjoining the same, containing in the whole One hundred and sixty-eight Acres or thereabouts, with the House called the *Portland Arms* Inn, Cottages, and Workshops on Parts of the said Banks and Parcels of Ground, as the same Banks and Premises are now vested in the Commissioners of Drainage, and produce in the whole a gross Rental of Two hundred and sixty-seven Pounds or thereabouts.

Maintenance of Drainage Commissioners Works.

LXIV. So long as no Instalment of the Contribution payable under this Act by the Commissioners of Drainage or any Part thereof, or any Interest (if any) thereon, shall be in arrear for the Space of Three Calendar Months after the Day on which the same ought to be paid, the Dividends on the Consolidated Three Pounds *per Centum* Annuities for the Time being in the Name of the Accountant General of the Court of Chancery in trust in the said Cause, and the net Rents and Profits of the unsold Parts of the Sands and old Channel of the River *Ouze* vested in the Commissioners of Drainage by their Act of One thousand eight hundred and thirty-one, 1 and 2 *William* the Fourth, Chapter 73., and of the old Embankment and Strips of Bank and Marsh Ground contracted to be purchased by the Commissioners of Drainage in or before the Year One thousand eight hundred and forty-four, and adjoining the said Sands and old Channel, and the Dividends of any Stocks or Funds to be purchased with the surplus Proceeds of the Sale or Mortgage of the said Sands and Premises or any Part thereof, shall, after satisfying all Arrears of Interest from Time to Time due in respect of the unpaid Part of the said Mortgage Debts, be applicable in aid of the net Rents and Profits of the Banks of the *Eau Brink* Cut and Parcels of Ground adjoining and Buildings thereon by the Commissioners of Drainage to the Maintenance of their Works and to their said general Charges.

Application of Income by Commissioners of Drainage till Default in Payment of Instalments.

LXV. The



*The Norfolk Estuary Act, 1857.*

First Fund  
for Payment  
of Commis-  
sioners Con-  
tribution.

LXV. The Residue of the Eleven thousand six hundred and fifty-seven Pounds Thirteen Shillings and Twopence Consolidated Three Pounds *per Centum* Annuities, or of so much thereof as is now standing in the Name of the Accountant General of the Court of Chancery in trust in the said Cause, after raising Five thousand Pounds and Interest as by this Act directed, shall be from Time to Time obtained by Summons before the proper Judge of the Court of Chancery in Chambers, and be first applied in or towards Payment of the Instalments as they become payable by the Commissioners of Drainage in respect of their Contribution under this Act.

Tolls to be  
accumulated  
for Payment  
of Commis-  
sioners Con-  
tribution.

LXVI. As to the Navigation Tolls or the Rents thereof payable to the Commissioners of Drainage, after Payment thereof of Seven hundred and fifty Pounds yearly to the Treasurer of the said Select Trustees as aforesaid, such Tolls or Rents and the Dividends and Accumulations thereof shall henceforth, until the said Balance or Sum of Twenty-two thousand nine hundred and twenty-four Pounds Eight Shillings and Ninepence payable by the Commissioners of Drainage shall have been fully paid to the Company, and subject to the Rights of the Mortgagees in respect of the unpaid Part of the said Mortgages for Ten thousand Pounds and Interest, and subject to any Mortgage or Mortgages or Sale or Sales thereof to be made under this Act, be applied in Payment of the Instalments as they become payable by the Commissioners of Drainage in respect of their Contribution under this Act, and the Surplus of such Tolls or Rents shall from Time to Time be invested by the Commissioners of Drainage in any of the Public Stocks or Funds of *Great Britain*, and the Dividends thereof shall be accumulated.

Further Pro-  
vision for  
Payment of  
Commis-  
sioners Con-  
tribution.

LXVII. Whenever any Instalment of the Contribution payable by the Commissioners of Drainage under this Act shall be in arrear for the Space of Three Months after the Day on which the same ought to be paid, the Dividends thenceforth to be received in respect of the Consolidated Three Pounds *per Centum* Annuities for the Time being in the Name of the Accountant General in trust in the said Cause, and the net Rents and Profits thenceforth to be received in respect of the said unsold Parts of the said Sands, old Channel, old Embankment, Strips of Bank, and Marsh Ground, and the clear Proceeds of the Sale of the same Sands and Premises, or of any Part thereof, and any Money to be raised thereon by way of Mortgage, and any Stocks or Funds to be purchased with the surplus Proceeds of any such Sale or Mortgage, and the Dividends and Interest of the same Stocks or Funds, shall, subject to the Rights of the Mortgagees in respect of the unpaid Part of the said Mortgages for Ten thousand Pounds and Interest, and the Rights of the Dike Reeves of the Parish  
of



*The Norfolk Estuary Act, 1857.*

of *West Lynn Saint Peter's* in respect of the unpaid Purchase Money, if any, due to them, be applied in or towards Payment of the Instalments as they become payable by the Commissioners of Drainage in respect of their Contribution under this Act.

LXVIII. It shall be lawful for the Commissioners of Drainage, or any Five or more of them, from Time to Time and at any Time or Times, by any Writing or Writings under their Hands and Seals, pursuant to an Order or Orders to be for that Purpose made by the Commissioners of Drainage at any of their General or Special Meetings, to mortgage or to sell by Public Auction or Private Contract and convey the unsold Parts of the Sands and old Channel of the River *Ouse* vested in the Commissioners of Drainage by their Act of 1831 (1 and 2 *William* the Fourth, Chapter 73.), and also the unsold Parts of the old Embankment, Strips of Bank, and Marsh Ground contracted to be purchased by the Commissioners of Drainage in or before the Year One thousand eight hundred and forty-four, lying West of their lower Dam, and adjoining the said Sands and old Channel, or any Portion or Portions of the same Sands and Premises in Fee Simple, free and discharged from all Liabilities for the Repair and Maintenance of the Commissioners Works under any of their Acts, and from all Claims and Demands of the Company or of any other Body or Person (except the Mortgagees in respect of the unpaid Part of the said Mortgages for Ten thousand Pounds and Interest, and except any Mortgage or Mortgages of the same Sands and Premises to be created under this Act), to any Person or Persons who shall be willing to become the Mortgagee or Mortgagees, Purchaser or Purchasers thereof, for such Sum or Sums, and upon such Terms and Conditions, and in such Manner as the Commissioners of Drainage shall think proper, but previous Notice of the proposed Mortgage or Sale being taken into consideration by the Commissioners of Drainage shall be given in the Advertisements of the Meeting at which such Mortgage or Sale is to be proposed, and Copies of all Mortgage Securities made by the Commissioners of Drainage shall be entered by their Clerk in a Book to be kept by him for that Purpose, and such Book may be inspected at all reasonable Times by any of the Commissioners of Drainage, or by any Person or Persons interested therein, without Fee or Reward.

LXIX. In case any Instalment of the Contribution under this Act payable by the Commissioners of Drainage shall be in arrear for the Space of Three Months after the Day on which the same respectively ought to be paid, then at such Times and Places, and from Time to Time, and subject to such Conditions, and in such Manner in all respects, as the Commissioners of Drainage, or any Five of them, pursuant to an Order or Orders to be for that Purpose made by the

[*Local.*]

25 Q

Commis-

Power to sell  
old Channel  
and other  
Lands.Compulsory  
Sale of  
Lands, old  
Channel, and  
other Lands.



*The Norfolk Estuary Act, 1857.*

Commissioners of Drainage at any of their General or Special Meetings, and the Directors of the Company, or the Surveyor or Surveyors to be appointed by the said Bodies respectively, or their Umpire to be previously chosen, shall agree on or award, the unsold Parts of the said Sands and old Channel, old Embankment, Strips of Bank, and Marsh Ground, or a sufficient Part thereof, shall be sold by Public Auction or Private Contract, and conveyed by the said Commissioners of Drainage, or any Five of them, pursuant to such Order or Orders as aforesaid, in Fee Simple, free and discharged from all Liabilities for the Repair and Maintenance of the Commissioners Works under any of their Acts, and from all Claims and Demands of the Company or of any other Body or Person, except only the Mortgagees in respect of the unpaid Part of their said Mortgages for Ten thousand Pounds and Interest, and except any Mortgage or Mortgages to be created under the last preceding Section.

Provision for  
Dike Reeves  
of West  
Lynn.

LXX. No Sale or Mortgage of any Part of such Strips of Bank or Marsh Ground shall be made until the Commissioners of Drainage shall have fixed by Agreement with the Dike Reeves for the Time being of the Parish of *West Lynn Saint Peter's* a rateable Amount of their Purchase Money, and shall have paid such rateable Amount into the Bank of *England*, with the Privity of the Accountant-General of the Court of Chancery, to the Account of the Dike Reeves of the Parish of *West Lynn Saint Peter* in the County of *Norfolk*, *ex parte* the *Eau Brink* Commissioners of Drainage.

Provision for  
Sale of Tolls.

LXXI. In case at any Time any Two or more Instalments of the Contribution payable by the Commissioners of Drainage shall be in arrear for the Space of Six Calendar Months after the Day on which the Second of such Instalments ought to be paid, and after the Sale of all the unsold Parts of the Lands and Premises hereby made saleable shall have been completed, then from Time to Time, and at such Times and Places, and subject to such Conditions, and in such Manner in all respects, as the Commissioners of Drainage, or any Five of them, pursuant to an Order or Orders to be for that Purpose made by the Commissioners of Drainage at any of their General or Special Meetings, and the Directors of the Company, or the Surveyor or Surveyors to be appointed by those Bodies respectively, or their Umpire to be previously chosen, shall agree on or award, the Navigation Tolls or Rents thereof payable to the Commissioners of Drainage, after Payment thereof of Seven hundred and fifty Pounds yearly to the Treasurer of the said Select Trustees as aforesaid, or a sufficient Part thereof, shall, upon the Request of the Company under their Common Seal, be sold by Public Auction or Private Contract, and conveyed by the Commissioners of Drainage, or any Five of them, pursuant to such Order or Orders as aforesaid, for the then unexpired  
Residue



*The Norfolk Estuary Act, 1857.*

Residue of the Term of Years during which the same are payable, or for a sufficient Part of such Term, free and discharged from all Liabilities for the Repair and Maintenance of the Commissioners Works under any of their Acts, and from all Claims and Demands of the Company, or of any other Body or Person, except only the Mortgagees in respect of the unpaid Part of their said Mortgages for Ten thousand Pounds and Interest, and except any Mortgage or Mortgages of such Tolls or Rents to be created under this Act.

LXXII. Until the Contribution under this Act payable by the Commissioners of Drainage shall have been fully paid, and the Treasurer of the Company shall have given his Receipt for the final Instalment thereof, the Concurrence of the Company, testified by their Common Seal, shall be necessary to the Validity of any Deed of Mortgage or Conveyance to be executed by the Commissioners of Drainage under this Act.

Company's Concurrence necessary for Mortgages or Sales.

LXXIII. The joint Receipts of the Treasurers for the Time being of the Commissioners of Drainage and of the Company shall from Time to Time be good, sufficient, and effectual Discharges to all Purchasers and Mortgagees for all or any Money in such several Receipts acknowledged to have been received; and after taking such Receipts the Body or Bodies, Person or Persons, respectively paying the several Sums of Money therein respectively acknowledged to have been received, shall not be liable to see to the Application of the same respective Sums of Money, or any Part thereof, nor be answerable or accountable for any Misapplication or Nonapplication thereof, nor be concerned to inquire into the Regularity or Necessity of any Sale or Mortgage.

The Receipts of the Treasurer of the Commissioners and Company to be good Discharges to Purchasers and Mortgagees.

LXXIV. The Commissioners of Drainage shall from Time to Time apply the clear Money to be raised by Mortgage or Sale of their Lands as aforesaid, or a sufficient Part of such clear Money, after Payment of the Costs of such Mortgage or Sale, in Payment of the unpaid Part of the said Mortgages for Ten thousand Pounds and Interest, and the Amount from Time to Time fixed by Agreement with the Dike Reeves aforesaid of the said Purchase Money, and then in Payment of any Instalments of the Commissioners Contribution under this Act which shall have become payable and shall remain unpaid, and any Interest due thereon, and shall invest any Surplus of such clear Money as may remain in their Hands in the Public Stocks or Funds of *Great Britain* to such an Account and in such Manner as the said Commissioners shall think fit.

Application of Moneys raised by Mortgage or Sale of Commissioners Lands.

LXXV. The Commissioners of Drainage shall from Time to Time apply the clear Money to be raised by them under this Act by Mortgage

Application of Moneys raised by Sale or



*The Norfolk Estuary Act, 1857.*

Mortgage of  
Tolls.

gage or Sale of their Navigation Tolls, or of the Rents thereof, or a sufficient Part of such clear Money, after the Payment of the Costs of such Mortgage or Sale, in Payment of the unpaid Part of the said Mortgages for Ten thousand Pounds and Interest, and then in Payment of any Instalments of the Commissioners Contribution which shall have become payable and shall remain unpaid, and any Interest due thereon, and shall invest, accumulate, and apply any Surplus that may remain in their Hands in the Manner by this Act directed respecting the Surplus of their Navigation Tolls and the Rents thereof.

Suspension of  
Accumulation  
of Tolls.

LXXVI. If the Company shall for the Space of Five Years in succession totally fail or neglect at any Time to proceed with the Works authorized by this Act or the recited *Norfolk Estuary Acts*, then all Investments and Accumulations by this Act directed of Tolls or Rents thereof, or of Moneys arising from any Sale or Mortgage thereof, shall become suspended, and such Suspension shall continue only until a further Instalment of the said Contribution shall become payable.

Application  
of Tolls  
during Suspension  
of Accumulation.

LXXVII. During such Suspension of Investment and Accumulation as aforesaid the said Tolls or Rents, and the Dividends of the then remaining Investments and Accumulations thereof, shall be applied by the Commissioners of Drainage, at their Option, to the Maintenance of their Works, or to their said general Charges, or to making Provision for any future Instalments of their said Contribution.

Suspension  
of former  
Powers of  
Sale and  
Mortgage.

LXXVIII. Until the Contribution under this Act payable by the Commissioners of Drainage, and all Interest (if any) thereon, shall have been fully paid, no Mortgage or Sale shall be made by them under their Acts or any of them upon or affecting the Navigation Tolls payable to them, or upon or affecting the unsold Parts of the said Sands and old Channel, or any Part thereof.

Power for  
Company to  
mortgage  
Commissioners  
Tolls  
and Lands  
for Arrears  
of Contribution.

LXXIX. In case at any Time any Three or more Instalments of the Contribution under this Act payable by the Commissioners of Drainage shall be in arrear for the Space of Six Months after the Day on which the Third of such Instalments ought to be paid, and the Arrears of such Instalments not being occasioned by the Refusal or Neglect of the Company to concur in any Sale or Mortgage for raising such Arrears, then and in every like Case from Time to Time it shall be lawful for the Company to borrow and take up at Interest any Sum or Sums of Money not exceeding the Amount of the Instalments so in arrear as aforesaid, together with the Amount of any Instalment which shall have become payable in the meantime and shall not have been paid, and the Costs thereof herein-after mentioned,  
upon



*The Norfolk Estuary Act, 1857.*

upon the Credit of the Navigation Tolls or the Rents thereof payable to the Commissioners of Drainage (after Payment thereof of Seven hundred and fifty Pounds yearly to the Treasurer of the said Select Trustees as aforesaid), or a sufficient Part thereof, and upon the Credit of the unsold Parts of their Lands and Premises, by this Act made saleable, or any Part thereof, and to mortgage, assign, and convey the same Tolls, Lands, and Premises, or any of them, or any Part thereof, by any Deed under the Common Seal of the Company duly stamped, and wherein the Consideration shall be truly stated, to any Person or Persons who shall advance or lend to them the same Sum or Sums from Time to Time as a Security or Securities for the Repayment of the Sum or several Sums of Money that shall be so borrowed as last aforesaid, and the Interest thereof.

LXXX. The Receipt or Receipts of the Treasurer or Treasurers of the Company for the Time being shall be a good and sufficient Discharge or good and sufficient Discharges to all and every Person and Persons who shall advance or lend such Sum or Sums as last aforesaid to the Company from Time to Time for so much Money as shall in such Receipt or respective Receipts be expressed to be received, and the Person or Persons advancing or lending the same Sum or Sums to the Company shall not after taking any such Receipt be liable to see to the Application of the Money which shall be thereby expressed to be received, nor in any way accountable for any Misapplication or Nonapplication thereof, or be required to ascertain if such Default had been made as aforesaid, or to inquire into the Propriety or Occasion of any such Mortgage or Mortgages to be made by the Company.

Receipts of  
Company's  
Treasurer  
for Mortgage  
Money.

LXXXI. The Costs of all such Mortgages, Assignments, and Conveyances as last aforesaid, and the Costs of the Company to be occasioned by reason of such Default as aforesaid, or to be otherwise incidental to the Exercise of the said Power to mortgage, shall be raised and paid from and out of the said Tolls, Lands, and Premises which shall be so mortgaged, assigned, or conveyed as last aforesaid.

As to Costs  
of Mort-  
gages.

LXXXII. Copies of all such Mortgages, Assignments, and Conveyances shall be entered by the Clerk or Secretary to the Company in a Book or Books to be kept by the Company for that Purpose, and such Book may be inspected by any of the Commissioners of Drainage, or by any Person or Persons interested therein, without Fee or Reward.

Registry of  
Mortgages.

LXXXIII. Every such Mortgage, Assignment, and Conveyance to be made by the Company as last aforesaid may be in the Form or to the Effect following, or in such other Form or to such other Effect, and

Form of  
Mortgage by  
Company.

[*Local.*]

25 R

with



*The Norfolk Estuary Act, 1857.*

with such other Stipulations or Provisions to be inserted therein, as the Case may require ; that is to say,

‘ WE, the Company of Proprietors of the Norfolk Estuary, by  
 ‘ virtue of the Power and Authority given to us by an Act of  
 ‘ Parliament passed in the Session of Parliament held in the Twen-  
 ‘ tieth and Twenty-first Years of the Reign of Her Majesty Queen  
 ‘ Victoria, intituled [*here set forth the Title of this Act*], and in consi-  
 ‘ deration of the Sum of \_\_\_\_\_ Pounds to us  
 ‘ paid by \_\_\_\_\_, being Part of the  
 ‘ Sum of Money which by the said Act we are empowered to borrow  
 ‘ and take up at Interest on the Default of the Eau Brink Commis-  
 ‘ sioners of Drainage in the Payment thereof, as in the said Act is  
 ‘ mentioned, and which Default has been made by the said Commis-  
 ‘ sioners do by these Presents mortgage, assign, and convey unto the  
 ‘ said \_\_\_\_\_, Successors and Assigns,  
 ‘ or Executors, Administrators, and Assigns [*as the Case may be*], all  
 ‘ and singular the Tolls payable unto or for the Use of the said Com-  
 ‘ missioners, and also all and singular the Lands which by the said  
 ‘ Act the said Commissioners, or we, the said Company, on their  
 ‘ Default as aforesaid, are empowered to mortgage, assign, and convey  
 ‘ to any Person or Persons advancing or lending the same Sum of  
 ‘ \_\_\_\_\_, or any Part thereof, to hold the same Tolls  
 ‘ and Lands and every of them unto the said \_\_\_\_\_,  
 ‘ Successors and Assigns, or Executors, Administrators, and Assigns  
 ‘ [*as the Case may be*], until the said Sum of  
 ‘ \_\_\_\_\_ Pounds, together with Interest for the same after the Rate of  
 ‘ \_\_\_\_\_ per Centum per Annum, to be computed from the Day of the Date  
 ‘ hereof, shall be fully repaid and satisfied to him, her, or them [*as*  
 ‘ *the Case may be*], such Interest to be paid by equal half-yearly Pay-  
 ‘ ments on the \_\_\_\_\_ Day of \_\_\_\_\_ and the  
 ‘ Day of \_\_\_\_\_ in every Year in the meantime. Given under  
 ‘ our Common Seal the \_\_\_\_\_ Day of \_\_\_\_\_ in the  
 ‘ Year of our Lord \_\_\_\_\_.’

Proviso for  
existing  
Mortgages.

LXXXIV. Every Mortgage to be made under the Powers of this Act upon or affecting the Tolls and Lands comprised in the said Mortgages for Ten thousand Pounds and Interest shall be subject and without Prejudice to the Rights and Remedies of the Mortgagees in respect of the unpaid Part of the said Mortgages for Ten thousand Pounds and Interest.

Application  
of surplus  
Property of  
Commis-  
sioners.

LXXXV. When and so soon as the Contribution under this Act, and all Interest (if any) thereon, payable by the Commissioners of Drainage, shall have been fully paid, the Funds and Property of the Commissioners of Drainage and the Income thereof shall remain and be applicable to the same Purposes as if this Act had not been passed.

LXXXVI. No



*The Norfolk Estuary Act, 1857.*

LXXXVI. No Instalment hereby made payable as aforesaid shall be due or demandable from the said Commissioners of Drainage until all Arrears of any previous Instalments shall be paid by the said Mayor, Aldermen, and Burgesses, and *vice versâ*, and certified by the Secretary or the Person acting as Secretary of the Company to have been so paid, in order and so that the Payments by the said Commissioners and the said Mayor, Aldermen, and Burgesses may proceed *pari passu* and equally with each other; nevertheless no Delay in making any Payment by either of those Bodies on account of any Delay by the other of them shall affect the Right of the Company to receive Interest as by this Act provided on any Amount unpaid.

Instalments  
to be paid  
*pari passu*.

LXXXVII. At all reasonable Times any Two of the Commissioners of Drainage, or the Mayor or Town Clerk of the Borough of *King's Lynn*, or the Clerk to the Mooring Harbour Commissioners, or any Person appointed by Writing by any Two of the Commissioners of Drainage or by the Mayor (after leaving at the principal Office of the Company or their Solicitor Two Days previous Notice in Writing of their or his Intention so to do), may inspect, examine, peruse, and take Extracts from any of the Account Books, Contracts, Plans, and Vouchers of or under the Control of the Company, their Agents or Servants, relating to the Construction and Execution of the Cuts or either of them, and the Works, Banks, and Foreshores thereof, and the Maintenance and Repair of the same or any of them, or to the Moneys expended in and about the same respectively; and the Company shall without Charge produce at the Office of the Company all such Account Books, Contracts, Plans, and Vouchers for those Purposes at all reasonable Times, when required so to do by such Notice in Writing.

Inspection of  
Accounts.

LXXXVIII. There shall be paid to the Mooring Harbour Commissioners acting in execution of an Act passed in the Thirteenth Year of the Reign of King *George the Third*, intituled *An Act for the better Regulation and Government of the Pilots conducting Ships or Vessels to or out of the Port of King's Lynn, and of the Bridgemen conducting Gangs of Lighters or Barges to and from the same, and for laying down Moorings in the Harbour of the said Port, and for preventing Mischiefs by Fire therein*, and of an Act passed in the Session of the Fourth and Fifth Years of the Reign of Her present Majesty, intituled *An Act to alter and amend an Act passed in the Thirteenth Year of the Reign of King George the Third for the better Regulation of Pilots and Bridgemen, and for laying down Moorings and preventing Mischief by Fire in the Port of King's Lynn, for the Use of the Mayor, Aldermen, and Burgesses of the Borough of King's Lynn for the Purposes of this Act*, or to the Collector

Duties on  
Vessels using  
the Harbour  
of King's  
Lynn.  
13 G. 3. c. 30.

4 & 5 Vict.  
c. xlvii.



*The Norfolk Estuary Act, 1857.*

Collector of the Mooring Harbour Commissioners or his Deputy, by the Master of every Vessel arriving from Sea in the Harbour of *King's Lynn*, or going Outward to Sea, or navigating the new Cuts, or either of them, whether laden with Coals or any other Goods, Wares, or Merchandise, the Sum of Fourpence a Ton for every Ton of such Coals, Goods, Wares, or Merchandise, and those Rates and Duties shall be in addition to the Rates and Duties now payable to the Mooring Harbour Commissioners under those Acts or either of them.

Tolls to be paid to Mooring Harbour Commissioners.

LXXXIX. Whereas the Certificate required by Section 27 of "The *Norfolk* Estuary Amendment Act, 1849," of a Contract having been entered into for making the Cut and Works therein mentioned has long since been duly delivered: And whereas the Mooring Harbour Commissioners have, for the Purpose of the Contribution by the Mayor, Aldermen, and Burgesses, raised Money on Mortgage of the Tolls, to be paid according to that Act, and have incurred Expenses in that Behalf: Therefore the Tolls to be paid to the Mooring Harbour Commissioners according to this Act shall continue to be paid until not only the Contribution payable under this Act by the Mayor, Aldermen, and Burgesses, but also all the Expenses already and hereafter incurred by the Mooring Harbour Commissioners in and about the raising and securing of any Money by Mortgage of the Tolls, and the Discharge of the Mortgages, and all other their Expenses of and incident to the Execution by them of "The *Norfolk* Estuary Amendment Act, 1849," and this Act respectively, are fully paid or satisfied, and which Expenses they may pay out of the Tolls.

Power to Mooring Harbour Commissioners to reduce or alter Duties.

XC. The Mooring Harbour Commissioners from Time to Time may reduce, alter, and raise the Tolls at their Discretion: Provided also, that no Reduction shall be made without the Consent of the Mortgagees of the Tolls: Provided also, that the Tolls shall not be raised above the Amount authorized by this Act: Provided also, that the Tolls shall be at all Times charged equally to all Persons in respect of the same Description of Goods: Provided also, that if any Instalment of the Contribution, or any Part thereof, or any Interest thereon, payable by the Mayor, Aldermen, and Burgesses under this Act, shall be in arrear for Three Months, then the Mooring Harbour Commissioners shall immediately, on the written Application of the Company, reimpose the said Tolls to an Extent from Time to Time necessary to provide for such Instalment and Interest (if any).

Penalty on Evasion of Tolls.

XCI. If any Master or Commander of any Vessel in respect of which such Tolls shall be payable shall permit his Vessel to leave the Port or Harbour until the Tolls in respect of such Vessel are paid, he shall be deemed to have evaded the Payment thereof within the  
Meaning



*The Norfolk Estuary Act, 1857.*

Meaning of Section 43 of "The Harbours, Docks, and Piers Clauses Act, 1847," and to be liable to the Penalty by that Act imposed in that Behalf.

XCII. No Toll or other Payment authorized by "The *Norfolk Estuary Amendment Act, 1849*," and this Act, or either of them, shall be demanded or received by, for, or under the Mooring Harbour Commissioners in respect of any Implements, Tools, Materials, or Things with which any Boat, Barge, or other Vessel from Time to Time passing or being within the Limits of the Port and Harbour of *Lynn* is laden, for the Purpose of being employed or used exclusively in or about making, repairing, or maintaining any of the Works by this Act or any of the recited *Norfolk Estuary Acts* authorized, or in respect of any Boat, Barge, or other Vessel, or any Dredging or other Machine, from Time to Time respectively passing or being within those Limits, and employed or so passing for the Purpose of being employed by the Company, or their Contractors, Workmen, Servants, or Agents, exclusively for dredging, deepening, or securing the Cuts, or otherwise in or about the Works of the Company: Provided always, that this Exemption from Tolls and other Payments shall not be claimable in any Case in which the respective Boat, Barge, or other Vessel brings up in the Harbour, and uses or occupies any of the Berths or Moorings therein belonging to the Mooring Harbour Commissioners.

Exemption from Tolls on Materials for Works.

XCIII. The several Clauses of "The Harbours, Docks, and Piers Clauses Act, 1847," with respect to the Rates to be taken by the Undertakers, and with respect to the Collection and Recovery of Rates, shall be incorporated with and form Part of this Act.

Certain Clauses of 10 & 11 Vict. c. 27. incorporated.

XCIV. In consideration of and as a Compensation to the Company for the Expenses which the Company have incurred in and about the Execution of the said Cut and Works already made and executed by them, and will incur in and about the Execution of the Works remaining to be done by them, the Two several Tracts of Land herein-after described shall from and after the passing of this Act be and the same are hereby, subject to the Provisions of this Act, vested in the Company, their Successors and Assigns, in Fee Simple, to be held of Her Majesty as of the Manor of *East Greenwich*.

Two Tracts of Land vested in Company.

XCV. The said Tracts are as follows; *videlicet*, all that Tract of Land, Part of the said great Estuary called the *Wash*, comprised in a Boundary beginning at a Point on the North Side of a certain Fleet or Watercourse called *Fisher Fleet* in the Parish of *Gaywood* in the said County of *Norfolk*, at the West Extremity of the old Green Salt Marsh existing at the Time of the passing of "The *Norfolk Estuary Act, 1846*," and extending from thence in a northerly Direction along

Description of Lands.

[*Local.*]

25 S

Part



*The Norfolk Estuary Act, 1857.*

Part of the Coast of the said County of *Norfolk* to a certain Point Five Furlongs North of *Shepherd's Port* in the Parish of *Snettisham* in the said County of *Norfolk*, thence in a westerly Direction across the Lands, Sands, Beach, and Banks, Channels, Sladways, and Washways forming Part of the said Estuary, until it meets a Place or Point at the North-east End of the Mouth or Outlet of the intended new Channel herein authorized to be made for the Waters of the River *Ouse*, and thence along the East Side or Bank of the said intended new Channel until it meets the Green Marsh existing as aforesaid in the Parish of *Clenchwharton* at or near a Place called *Howard's Sluice*, thence along the Edge of the Salt Marshes existing as aforesaid in the said Parishes of *Clenchwharton* and *North Lynn*, and across the Bed of the Channel of the River *Ouse* existing as aforesaid, to the Outlet of the proposed Course of *Fisher Fleet* where it falls into the Harbour of *Lynn*, and thence along the North-west and North Side of the proposed Course of the *Fisher Fleet* to the said Point where the said Boundary begins and also terminates; and also all that other Tract of Land (other Part of the said Estuary) comprised in a Boundary beginning at a Point near *Howard's Sluice* aforesaid, on the Western Side of the said intended new Channel, thence along the Edge of the Salt Marshes existing as aforesaid up to a certain Point called *Bentinck's Corner*, thence to and along the Line described by an Act passed in the Seventh and Eighth Years of the Reign of King *George* the Fourth, intituled *An Act for improving the Outfall of the River Nene, and the Drainage of the Lands discharging their Waters in the Wisbeach River, and the Navigation of the said Wisbeach River, from the upper End of Kindersley's Cut to the Sea, and for embanking the Salt Marshes and bare Sands lying between the said Cut and the Sea*, to the End thereof at or near the Eastern Building called the *Lighthouse Tower* at the lower End of the embanked Portion of the said *Nene Outfall*, and thence proceeding in a North-easterly Direction on the Eastern Side of the said *Nene Outfall* to a Place or Point at the Western End of the said Mouth or Outlet of the said intended new Channel of the *Ouse*, and thence along the West Bank or Side of the said intended new Channel until it meets the Mainland to the said Point where the said last-mentioned Boundary begins and also terminates; the same Two Tracts of Land containing together Thirty-two thousand Acres or thereabouts, and being more particularly delineated or described in a Map or Plan thereof, signed by the Commissioners of Her Majesty's Woods and Forests, and deposited in their Office in the Year One thousand eight hundred and forty-six.

Right of Fishing, &c. on Land to be reclaimed reserved until Reclamation.

XCVI. Any Rights of Fishing that now legally exist in the Waters covering the said Tracts of Land may be exercised and enjoyed to such an Extent only as that the Exercise thereof shall not in any way interfere with the full and free Execution of the Powers of the



*The Norfolk Estuary Act, 1857.*

the Company to reclaim and embank Lands and execute other Works: Provided always, that such Rights of Fishing shall not be exercised and enjoyed over Lands after the same shall have been so reclaimed and embanked.

XCVII. Nothing in this Act contained shall extend or be construed to extend to vest in the said Company any Part of the open Green and Samphire Marsh Lands bounded by the Land of *George William Pierrepont Bentinck* Esquire, which at the Time of the passing of "The *Norfolk Estuary Act, 1846*," had been already left by the Sea, and which was not then the Property of the Crown, but the Company shall embank the said Lands at their exclusive Costs for the Benefit of the Persons respectively entitled to the same, and the Owner of the same Lands shall be subject to the Contributions herein-after required to be made by the Owners of open Green and Samphire Marsh Lands towards the Cost of the Embankments and other Works hereby authorized, and the Maintenance thereof.

Saving certain Lands adjoining those of Mr. Bentinck.

XCVIII. Nothing in this Act contained shall extend or be construed to extend to defeat or prejudice or in any Manner affect the Claim of any Person or Persons or Body Corporate or Bodies Corporate claiming or to claim any Estate, Right, Title, or Interest into, out of, or over the said Tracts of Land, or either of them, or any Part or Parts thereof respectively (other than and except such as have been or may be paid or compensated for by the Company in pursuance of the recited Acts or this Act), or the Right to prosecute the same Claim in any Court of Law or Equity.

Saving existing Rights over Lands.

XCIX. And whereas by "The *Norfolk Estuary Act, 1846*," it was enacted, that when and so soon as the said Embankment across the then Channel of the River *Ouse* should be completed under the Provisions in that Act contained, all Rights of Drainage and Navigation through the Part thereby cut off and rendered useless of the said old Channel should cease and be at an end, and that the Part and Parts to be cut off and rendered useless of the said old Channel of the River *Ouse* should be vested in the said Company and their Successors as Part of the said Tracts of Land thereby vested in the said Company: And whereas the said Embankment hath been completed: Therefore the Part and Parts so cut off and rendered useless as aforesaid shall be and the same are hereby vested in the Company and their Successors as Part of the said Tracts of Land hereby vested in them as aforesaid, and all Rights of Drainage of Lands discharging their Waters through the said Harbour of *Lynn*, and all Rights of Navigation through such Part or Parts, or any Portion thereof, are hereby declared to be and are at an end.

Deserted Channel of Ouse vested in the Company free from Rights of Drainage, &c.

C. The



*The Norfolk Estuary Act, 1857.*

As to Reclamation of Two Tracts of Land.

C. The Company may forthwith or at any Time during the Construction of the said Cut across "the *Vinegar Middle*," or as soon as conveniently may be after the Completion thereof, take such Steps as shall be necessary or proper, or as they shall be advised are necessary or proper, by warping, Embankment, or otherwise howsoever, for the reclaiming of the said Tracts of Land or any Part or Parts thereof, and may make, erect, and pull down all such Walls, Dams, Banks, Shores, Forelands, Drains, Engines, Sluices, Tunnels, Roads, Bridges, Headings, Fences, and other Works as the Company shall think requisite for the Purposes aforesaid.

Company to set up Boundaries.

CI. The Company shall as soon as conveniently may be after the passing of this Act, at the Costs and Charges of the said Company, cause the said Tracts of Land herein-before described to be set out and bounded by definite Metes and Bounds, with the Privity and subject to the Approbation of One of the said Commissioners of Her Majesty's Woods, Forests, and Land Revenues, to be signified in Writing, and also cause the same to be delineated and described in Maps or Plans, with suitable Explanations, Descriptions, and References; and all such Maps or Plans shall be approved and signed by One of the said Commissioners, and shall be prepared in triplicate, and One Part thereof shall be lodged in the Office of the Land Revenue Records and Enrolments, and another Part in the Admiralty Office, *Whitehall*, and a Third Part thereof in the chief Office of the Company; and the Boundaries of the said Tracts, as laid down or set out in the said Maps or Plans respectively, shall from the Date or respective Dates thereof and for ever thereafter be and be taken to be the true Boundaries of the said Tracts.

Power reserved to G. W. P. Bentinck to try Rights to the Land within a certain Time after passing of Act.

CII. Notwithstanding anything in this Act contained, it shall be lawful for *George William Pierrepont Bentinck*, his Heirs or Assigns, claiming either at Law or in Equity to be entitled to any Part of the said Tracts of Land, or either of them, or to any Right or Rights or Interest whatsoever in, to, over, or concerning the said Tracts respectively, or any Part thereof, to cause any Action or Actions to be brought in any of Her Majesty's Courts of Law at *Westminster* against the said Company within Twelve Calendar Months after the passing of this Act, in every of which Actions the Plaintiff shall deliver One or more feigned Issue or Issues whereby any such disputed Right or Claim may be tried, and shall proceed to a Trial at Law of such Issue or Issues at the Assizes then next or next but One after such Action shall have been commenced to be holden for the County of *Cambridge*, with Liberty for the Court in which such Issue shall have been commenced, or any Judge of Her Majesty's Courts of Law at *Westminster*, to extend the Time for going to Trial



*The Norfolk Estuary Act, 1857.*

Trial thereon, or to direct the Trial to be in another County, if it shall seem fit to such Court or Judge so to do, and the said Company shall enter an Appearance to such Action, and accept such Issue or Issues; but in case the Parties shall differ as to the Form of such Issue or Issues, then the same shall be settled under the Direction of the Court in which the Action shall be brought, or by any Judge of Her Majesty's Courts of Law at *Westminster*, and the Plaintiff may proceed in like Manner as if the said Company had appeared and accepted such Issue or Issues, and the Verdict which shall be given in any such Action shall be final and binding upon all Parties thereto, unless the Court in which such Action shall be brought shall set aside such Verdict, and order a new Trial of such Issue or Issues to be had, or some other Issue or Issues to be tried between the Parties in lieu thereof, which the said Court may in their Discretion do; and all Proceedings for the Purpose of trying the said Rights and Interests shall be subject to such of the Rules and Practice of the Courts of Law at *Westminster* as shall be in force at the Time of the said Proceedings; and in case the Jury shall determine any Issue or Issues in favour of the Plaintiff, and their Verdict shall not be set aside, such Part or Parts of the said Tracts of Land, or either of them, as by such Verdict shall be found to belong to such Plaintiff, or such Right or Interest in, to, over, or concerning the same respectively as shall thereby be found to belong to him or her, shall be and be deemed to be absolutely vested thenceforth in such Plaintiff, his or her Heirs, Executors, Administrators, or Assigns (as the Case may be), and the Costs of any such Action shall be taxed by the proper Officer of the Court wherein such Cause shall be brought, and shall be recovered by the like Execution or Process as if such Costs had been awarded and recovered in an ordinary Action at Law in any of the said Courts: Provided always, that it shall be lawful for the said *George William Pierrepont Bentinck*, his Heirs or Assigns, and the said Company, if they shall so think fit, with the Consent of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, to adjust or to refer to Arbitration any such disputed Claim or Claims, instead of the said *George William Pierrepont Bentinck* bringing such Action as aforesaid, and to try the same upon such Terms as shall be approved of in that Behalf by the said Commissioners, and the Decision in Writing of the Arbitrators or Umpire upon any such Claim shall have such and the same Operation as the Verdict of a Jury under the Provisions herein-before contained; and the said Company shall not, by any of their Embankments or other Works, flood or damage the Land so vested in such Plaintiff, or in any way obstruct or hinder the warping, reclaiming, or improving the same by any such Plaintiff, his Heirs, Executors, Administrators, or Assigns; and such Plaintiff, his Heirs and Assigns, shall not in any way obstruct or hinder the said Company or their Assigns in the warping, reclaiming, or im-

[Local.]

25 T

proving



*The Norfolk Estuary Act, 1857.*

proving the Tracts of Land vested in them by this Act: Provided always, that if any Question shall arise between any such Plaintiff, his Heirs or Assigns, and the said Company or their Assigns, in relation to such warping, reclaiming, or improving of their respective Lands, such Question shall be decided by Arbitration in such and the same Manner as Questions of disputed Compensation are settled by Arbitration under the Provisions of "The Lands Clauses Consolidation Act, 1845:" Provided nevertheless, that nothing herein contained, except as herein-after mentioned, shall authorize the said Company to take any Proceedings as regards any Purchase or Compensation in respect of any Lands or Claims of the said *George William Pierrepont Bentinck*, his Heirs or Assigns, claiming any Estate, Right, Title, or Interest as aforesaid under "The Lands Clauses Consolidation Act, 1845," or this Act, except the same be made with his or their Consent as aforesaid; but it shall be lawful for the said Company to purchase, under the said "Lands Clauses Consolidation Act, 1845," any Estate, Right, or Interest of the said *George William Pierrepont Bentinck*, his Heirs, Executors, Administrators, or Assigns, in, to, over, or upon any such Lands to the Extent only to which any such Lands may be required for the Construction thereon of any Banks, Cuts, Drains, Roads, Ways of Communication, or other Works authorized by this Act.

Company to  
allot 1,000  
Acres to Mr.  
Le Strange.

CIII. The Company shall, when and so soon as the Land fronting the Estate of *Henry L'Estrange Styleman Le Strange* of *Hunstanton Hall* in the County of *Norfolk*, Esquire, in *Snettisham*, is in the course of the Operations of the Company ready for Embankment, set out, allot, and make over to the said *Henry L'Estrange Styleman Le Strange*, his Heirs or Assigns, in lieu of all his Rights, Lands, and Estate abutting upon and comprising Part of the Seashore, and all other his Rights, Title, and Interest in the Tracts of Land to be reclaimed by the Company within the Boundary marked on the Plan deposited for the Purposes of the "*Norfolk Estuary Act, 1846*," the following Part of such Land; (that is to say,) such One thousand Acres Part thereof as will be included within a Triangle of which the Apex is a Point on the present Channel of *Wolferton Creek* midway between the Points marked on the said Plan One Mile and Six Furlongs and One Mile and Seven Furlongs, and the Base is the Northern Boundary Line of the said Company which is limited and defined by this Act as commencing at the said Point Five Furlongs North of *Shepherd's Port* in the Parish of *Snettisham*, and extending thence in a westerly Direction until it meets a Point at the North-east End of the intended new Channel authorized by this Act to be made for the Waters of the River *Ouze*; and on such Allotment being made the One thousand Acres of Land so allotted shall by this Act be vested in the said *Henry L'Estrange Styleman Le Strange*, his Heirs  
or



*The Norfolk Estuary Act, 1857.*

or Assigns, free of all Charges and Incumbrances, except Maintenance and other Rates by this Act made payable, but free from all Contribution or Payment for Reclamation and Embankment.

CIV. Provided always, That such Allotment of One thousand Acres so to be made to the said *Henry L'Estrange Styleman Le Strange* shall be settled to such and the same Uses, and be held and enjoyed upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, and Declarations, as the Lands in respect or in lieu of which such Allotment is to be made now stand settled or are now subject and liable to.

Mr. Le Strange to hold Land subject to Trusts.

CV. For the Purpose of continuing to *Henry L'Estrange Styleman Le Strange*, his Heirs or Assigns, a good tidal and navigable Water Communication with the *Chingle Beach* in front of his Estate at *Snettisham*, within the extreme authorized Boundary of the Company's Embankments, he and they may and is and are hereby authorized and empowered, when it shall be ascertained that such Communication has been injuriously affected by the Works of the Company or any of them, to give Notice thereof to the Company, and the Company shall thereupon provide for, restore, and maintain a tidal and navigable Water Communication as good and efficient as heretofore enjoyed by the said *Henry L'Estrange Styleman Le Strange*, and if any Difference shall arise between the said *Henry L'Estrange Styleman Le Strange*, his Heirs or Assigns, and the Company as to the Necessity of such remedial Work, or the Method of executing the same, such Difference shall at the Cost of the Company be decided by Arbitrators, and the Award of such Arbitrators shall also provide for the future Maintenance of such Works: Provided always, that for the Purpose of such Arbitration the said *Henry L'Estrange Styleman Le Strange*, his Heirs or Assigns, shall be deemed one of the Parties thereto, and entitled to the Appointment of One Engineer as Arbitrator, and the Company shall be deemed the other Party and appoint another Engineer as the other Arbitrator, who, previous to entering upon such Arbitration, shall, on the Nomination of the President of the Institution of Civil Engineers, appoint as Umpire a Third Engineer: Provided always, that the Company and the said *Henry L'Estrange Styleman Le Strange*, his Heirs or Assigns, may at any Time agree as to what gross Sum of Money shall be paid by the Company to the said *Henry L'Estrange Styleman Le Strange*, his Heirs or Assigns, in lieu of providing, restoring, or maintaining such Communication, and upon Payment of the Sum of Money so agreed upon the Liability under this Act of the Company to provide, restore, or maintain such Communication shall cease and determine: Provided also, that the Company may (but without Prejudice to the said *Henry L'Estrange Styleman Le Strange*, his Heirs

For providing Communication and Access for Mr. Le Strange.



*The Norfolk Estuary Act, 1857.*

Heirs or Assigns) take a Supply of fresh Water from *Wolferton Creek* where it passes through the Lands of the Company or their Assigns.

Company to  
embank 142  
Acres for  
Mr. Hamond.

CVI. The Company shall reclaim and embank One hundred and forty-two Acres of Land of *Anthony Hamond* of *Westacre High House* in the County of *Norfolk*, Esquire, his Heirs or Assigns, formerly Green Marsh, but now bare Sands or Samphire Grounds, fronting his Estates in the Parishes of *North Wootton* and *South Wootton*, in lieu of all his Rights and Interests in any other Lands which by this Act are vested in the Company; and so soon as One Third Part of the said One hundred and forty-two Acres is reclaimed, embanked, and freed from tidal Water, and fit to be depastured by Sheep, and of the average marketable Value of Forty Pounds *per Acre*, the said *Anthony Hamond*, his Heirs or Assigns, shall pay to the Company Nine hundred and forty-six Pounds Thirteen Shillings and Fourpence, and as soon as One other Third Part thereof is reclaimed in like Condition he or they shall pay to them Nine hundred and forty-six Pounds Thirteen Shillings and Fourpence more, and so soon as the remaining One Third Part thereof is in like Condition he or they shall pay to them Nine hundred and forty-six Pounds Thirteen Shillings and Fourpence more, making Two thousand eight hundred and forty Pounds, which shall be full Compensation to the Company with respect to those One hundred and forty-two Acres, and shall discharge the said *Anthony Hamond*, his Heirs and Assigns, from all other Contributions whatsoever towards the Costs of the Works executed by the Company: Provided always, that the Company shall execute the Works required by this Section to the mutual Satisfaction of the respective Engineers of the Company and of the said *Anthony Hamond*, his Heirs or Assigns; but every Matter as to which those Engineers fail to agree, as well as every other Difference on this Section between the Company and the said *Anthony Hamond*, his Heirs or Assigns, shall be referred to and decided by Arbitration, according to the Provisions for the Settlement of Disputes by Arbitration of "The Companies Clauses Consolidation Act, 1845;" and the said bare Sands or Samphire Grounds shall be chargeable with and answerable for the Payment of such Three several Sums of Nine hundred and forty-six Pounds Thirteen Shillings and Fourpence, which shall be deemed and taken to constitute an express or specific Charge or Lien upon the same in priority and preference to all other Charges and Liens thereon.

Mr. Hamond's Allotment to be held upon the Trusts of his adjoining Land.

CVII. Provided always, That such One hundred and forty-two Acres of Land of the said *Anthony Hamond*, when so reclaimed, shall be subject to such and the same Uses, and be held and enjoyed upon and for such and the same Trusts, Intents, and Purposes, and with, under, and subject to such and the same Powers, Provisoos, and Declarations, to, for, upon, with, under, and subject to which the Lands of the said



*The Norfolk Estuary Act, 1857.*

said *Anthony Hamond* adjoining the Lands so reclaimed shall stand settled or be subject at the Time of such Reclamation.

CVIII. Whereas an Agreement under the Common Seal of the Company was entered into between the Company and the Honourable *Charles Spencer Cowper*, dated Twenty-third Day of *July* One thousand eight hundred and forty-seven, whereby the Company agreed to pay to the said *Charles Spencer Cowper* the Sum of Four thousand Pounds within the Period therein mentioned, and various Stipulations were made for the Benefit of the said *Charles Spencer Cowper*, and the Protection of his Estate, and the Preservation of the free Navigation of the Stream called *Woolferton Creek*: And whereas the said Sum of Four thousand Pounds was duly paid within the Time limited by the said Agreement, and fresh Stipulations hereinafter contained have been settled between the said Company and the said *Charles Spencer Cowper*, which are intended to supersede and discharge those contained in the said Agreement remaining to be performed: Therefore be it enacted, That the Company shall, when the Land fronting the *Sandringham* Estate is in the course of the Operations of the Company ready for Embankment, set out, allot, and make over to the said *Charles Spencer Cowper*, his Heirs or Assigns, in lieu of all his Rights on the Seashore, and all his Frontage and other Rights and Rights of Shore, and also all his Rights, Title, and Interest in and to the Tracts of Land to be reclaimed by the Company within the Boundary marked on the Plan deposited for the Purposes of "The *Norfolk Estuary Act, 1846*," and in lieu and full Satisfaction and Discharge of all his present Rights under the said Agreement, Seventy Acres of Samphire Ground or Land now in course of Reclamation and contiguous to the present Green Salt Marshes belonging to the said Estate, and on such Allotment being made the Seventy Acres of Land allotted shall by this Act be vested in the said *Charles Spencer Cowper*, his Heirs and Assigns, in whom it is agreed the said Green Salt Marshes, and especially all Green Salt Marshes added or acquired by Accretion to the said Estate up to the Time of the passing of this Act, shall be vested; and for the Purpose of ascertaining the Quantity and of defining the Metes and Bounds of such Green Salt Marshes and Seventy Acres, the whole of the said Green Salt Marshes shall, within Six Months from the passing of this Act, be surveyed by Two Persons, one to be named by the said *Charles Spencer Cowper*, his Heirs and Assigns, and the other by the Company, and such Persons shall ascertain the Quantity thereof, and define the same and the Seventy Acres of Samphire Ground to be allotted as aforesaid by Metes and Bounds, and give to each Party a Map of the said Green Salt Marshes and Seventy Acres of Samphire Ground, verified by their Signatures.

Allotment to the Honourable Charles Spencer Cowper.



*The Norfolk Estuary Act, 1857.*

Company to maintain altered Channel of Wolferton Creek.

CIX. The Company and their Assigns shall at all Times after the Diversion of the Outfall of *Wolferton Creek* maintain in a proper Manner the altered Channel of the said Stream, with the necessary Banks and other Works for the complete and effectual Preservation of the Navigation thereof, and of the Drainage of the adjoining Lands, and during the Progress of the Works for effecting such Alteration and Diversion shall take all necessary Measures to prevent any avoidable Obstruction or Prejudice to such Navigation or Drainage.

Company not to take Lands of North Lynn Estate without Consent.

CX. Provided always, That the Company shall not, without the previous Consent in Writing of the Owners thereof, enter upon, take, or use any Lands forming Part of the *North Lynn* Estate, and lying on the Eastern Side of the *Marsh Cut*.

Company empowered to purchase 44 Acres of North Lynn Estate.

CXI. Provided always, That it shall be lawful for the Company to purchase the Fee Simple, and the Owners thereof shall and they are hereby required to sell and convey Forty-four Acres more or less, Part of the *North Lynn* Estate, and lying on the Western Side of the *Marsh Cut*, which the Company in the Month of *August* One thousand eight hundred and fifty-six proposed to purchase; and if the Company purchase those Forty-four Acres of Land or any Part thereof, the Compensation for the same shall be ascertained by Arbitration, according to the Provisions in that Behalf of the Lands Clauses Consolidation Act, 1845, and shall be paid before the Company use, take, or enter upon the Land; and at the Expiration of Ten Years after the passing of this Act the Land so taken shall within the Meaning of that Act become superfluous Land, to be within One Year thereafter sold and disposed of according to the Provisions of that Act "with respect to Lands acquired by the Promoters of the Undertaking under the Provisions of this or the Special Act, but which shall not be required for the Purposes thereof:" Provided also, that the Company shall not, without the previous Consent of the Owners thereof, enter upon, take, or use any Land forming Part of the *North Lynn* Estate, and lying on the Western Side of the *Marsh Cut*, except the said Forty-four Acres.

Company to pay 3,000*l.* as Compensation to Owners of North Lynn Estate.

CXII. The Company shall pay to the Owners of the *North Lynn* Estate, as full Compensation for all Damage and Injury occasioned to the Oil Mill, Land and Premises appertaining thereto, on that Estate by any of the Works of the Company, and for all other Damage and Injury occasioned to them by the Exercise by the Company before the passing of this Act of any of the Powers of the Company, the clear Sum of Three thousand Pounds, which shall be accepted by those Owners accordingly, and their Receipt in Writing shall be a full Discharge to the Company for the same; and until such Payment is made the Company shall not, without the previous Consent in Writing of those



*The Norfolk Estuary Act, 1857.*

those Owners, use, take, or enter upon any Part of the *North Lynn* Estate.

CXIII. So much of the said Tracts of Land as shall be embanked by the said Company under the Powers and Authorities hereby given to them shall be and be deemed and considered to be locally situate in the said County of *Norfolk*, except such Parts thereof as are hereinafter declared to be situate in any Parish in the said County of *Lincoln*.

The Tracts to be considered locally situate in Norfolk.

CXIV. After any Part of the said Tracts shall have been embanked and reclaimed and brought into Cultivation (but not sooner), the same shall be liable to be rated and taxed towards the Rates or Levies of the said County of *Norfolk*, and shall also be subject to be divided, pursuant to the Provisions and for the Purposes of an Act passed in the Ninth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better Regulation of Divisions in the several Counties of England and Wales*, and of an Act passed in the Seventh Year of the Reign of His late Majesty King *William* the Fourth for amending the last-mentioned Act.

Land, when reclaimed, &c., to be subject to County Rates, and to be divided under 9 G. 4. c. 43. and 6 & 7 W. 4. c. 12.

CXV. Her Majesty in Council may from Time to Time ascertain, fix, and declare to what Parish or Parishes any Portion of the Lands herein declared to be within the County of *Norfolk* shall belong, or may constitute new and distinct Parishes within the said Tracts, and Plans showing the proposed Boundaries of the said Parishes respectively shall from Time to Time be prepared in such Manner as Her Majesty in Council shall direct, but at the Expense of the Company; and the said Plans, when settled and approved by Her Majesty in Council as aforesaid, shall be deposited with the Commissioners of Her Majesty's Woods and Forests, and also with the Company, and any Copy of or Extract from the said Plans, authenticated by the Signature of One of the said Commissioners or by the Secretary of the Company, may be produced and shall be received in Evidence in all Courts of Law and elsewhere without Proof that the Person whose Signature shall appear thereto had Power to authenticate the same.

Her Majesty in Council may declare to what Parishes embanked Lands are to belong.

CXVI. And whereas for the Purposes of the herein-before mentioned Act of Parliament passed in the Seventh and Eighth Years of the Reign of His late Majesty King *George* the Fourth, commonly called "*The Nene Outfall Act*," a Plan of the open Marshes, bare Sands, and Channel thereby authorized to be embanked was made by *Thomas Pear* of *Spalding* in the County of *Lincoln*, Land Surveyor, upon which Plan a Line was drawn from a certain Place called *Terrington Marsh Corner*, on a certain Bank usually called the *Admiral's* Bank in *Terrington* in the County of *Norfolk*, on the East Side of the said

A Plan showing "the extended Mid-channel Line" of the River *Nene* to be deposited and received as Evidence.



---

*The Norfolk Estuary Act, 1857.*

---

said Marshes, to a certain other Place called *Skate's Corner* in *Long Sutton* in the County of *Lincoln*, on the West Side of the said Marshes, as the Northern Boundary Line of the said Marshes, Sands, and Channel to be comprised within the Operation of that Act (and being the Line herein referred to as being the Boundary of the secondly mentioned Tract of Land from *Bentinck's Corner* to the *Lighthouse Tower* at the lower End of the present *Nene Outfall Cut*), and another Line was also drawn upon the said Plan from the Southern End of the said Sands and Channel to the said Northern Boundary Line to be designated and known as the Mid-channel Line of the said Marshes, Sands, and Channel, and which said Plan of the said *Thomas Pear* was by the Authority of that Act authenticated by the Signatures of the Commissioners of His then Majesty's Woods and Forests, and was deposited in the *Abbey House* at *Thorney* in the *Isle of Ely*, to be there kept at all Times under the Care of the Steward for the Time being of the Duke of *Bedford*, his Heirs or Assigns, and Two Copies of which said Plan authenticated in like Manner were severally deposited with the respective Clerks of the Peace for the County of *Norfolk* and for the Parts of *Holland* in the County of *Lincoln*, or their respective Deputies, to be kept at all Times among the Records of their respective Offices: And whereas for the Purposes herein mentioned a Map or Plan hath been made by Sir *John Rennie* comprising a Copy distinguished by the Letter (A) of the said Plan so made by the said *Thomas Pear*, with the said Lines drawn thereupon as aforesaid, and continuing the same with a Plan distinguished by the Letter (B) of the said Two Tracts of Land, and also showing the intended Line or Course of the intended new Cut or Channel for the Passage of the Waters of the River *Ouze*, and upon which said Map or Plan made by the said Sir *John Rennie* a Line hath been drawn from the Northern Termination of the said Line designated as the Mid-channel Line on the said Plan and Copy Plan of the said *Thomas Pear* to a certain Beacon called "the *Hull Sand Beacon*" shown on the said Plan, and thence to the Northern Boundary of the said firstly-mentioned Tract of Land, the same Line to be designated and known as "the extended Mid-channel Line:" And whereas the said Map or Plan so made by Sir *John Rennie*, and authenticated by the Signature of Two of the Commissioners of Her Majesty's Woods and Forests, has been deposited in the *Abbey House* at *Thorney* aforesaid, under the Care of the Steward for the Time being of the Duke of *Bedford*, his Heirs or Assigns: Therefore Three Copies of the same Plan shall, as soon as conveniently may be after the passing of this Act, be made by the Company, and shall be severally authenticated by the Signature of the Chief Commissioner of Her Majesty's Woods and Forests, and shall be severally deposited with the said Chief Commissioner and the Secretary of the Company and the Clerk of the President and Governors of *Guy's Hospital*, and shall be severally kept by the said

Commis-



*The Norfolk Estuary Act, 1857.*

Commissioners, Secretary, and Clerk among the Records of their respective Offices, and the same Plan and Copies thereof, being so respectively authenticated and deposited as aforesaid, and each or either of them, shall and may be produced and received in Evidence in all Courts and Places whatsoever, and before all Judges, Justices, and Persons whomsoever, and shall and may be severally inspected at any Time or Times at reasonable Hours by any Person interested therein, on Payment of Sixpence for every Inspection thereof, and of One Shilling more for every Hour occupied in such Inspection.

CXVII. In order to avoid any Injury being done to the Outfall of the River *Nene*, or to the Drainage thereby, or to the Navigation of the said *Wisbech River*, or of the said *Nene Outfall Cut*, therefore before any Embankment or other Works whatsoever shall at any Time or from Time to Time be begun to be made or executed by the Company under the Authority of this Act on the Western Side of the said extended Mid-channel Line, the Engineer for the Time being of the Company shall from Time to Time Two Calendar Months at least before the Commencement of any such Work transmit a Notice and Description of such Works, and the proposed Mode of executing them, to the Clerk of the Commissioners of the *Nene Outfall*, and to the Town Clerk of the Borough of *Wisbech*, and also to the Treasurer for the Time being of *Guy's Hospital*.

Before executing certain Works West of Mid-channel Line Plans to be furnished to the *Nene Outfall Commissioners and Corporation of Wisbech, &c*

CXVIII. It shall not be lawful for the Company, or any other Persons or Bodies acting in the Execution of this Act, to form or make or permit or suffer to be formed or made any Drains, Creeks, or Water-courses into the said *Nene Outfall Cut* or Channel of the River *Nene*, except with the Consent of the Commissioners of the *Nene Outfall* under their Common Seal first obtained.

No Drains to be made into the *Nene Outfall*.

CXIX. The Bank to be constructed on the Western Boundary of the Lands intended to be inclosed and reclaimed from the Sea under the Provisions of this Act along the East Side of the proposed *Nene Outfall Cut* or Channel of the River *Nene* shall be set out, made, and completed by the Company, with proper and sufficient Slopes and Forelands next the said Cut and Channel, to the Satisfaction of the Engineer for the Time being of the Commissioners of the *Nene Outfall* and the Engineer of the Company, and in case of any Difference by an Engineer to be appointed at the Request of either Party by the Lord High Admiral, or the Lords Commissioners for executing the Office of Lord High Admiral, whose Decision shall be final.

Bank against the River *Nene* to be set out with proper Forelands.

CXX. The Company shall at their own Costs and Charges protect the Channel of the River *Nene* beyond or Seaward of the stoning or  
 [Local.] 25 X jettying Company to protect by stoning the Channel of



*The Norfolk Estuary Act, 1857.*

the Nene  
Seawards of  
the stoning.

jettying of the *Nene Outfall* from all Injury, Obstruction, or Detriment from or by reason of any of the Works of the Company, and by all such Works, Defences, and Means as the Engineer for the Time being of the said *Nene Outfall* Commissioners, and the said Mayor, Aldermen, and Burgesses of the Borough of *Wisbech*, and the Engineer for the Time being of the Company, or, in case of their Disagreement, as a Civil Engineer to be appointed at the Request of either Party by the Lord High Admiral for the Time being, or the Lords Commissioners for the Time being for executing the Office of Lord High Admiral (whose Decision shall be final), shall from Time to Time think proper, and shall and will at their own Costs repair, remove, and obviate all Injury, Obstruction, or Detriment to be occasioned thereto by or by the Operation of any of the said Works.

Company  
to extend  
Nene Outfall  
Channel si-  
multaneously  
with the  
Ouse Cut.

CXXI. Simultaneously or as nearly as Circumstances will admit with the making of such Part of the said new Cut or Channel for the River *Ouse* as will lie Westward of the said extended Mid-channel Line (but not sooner or otherwise, except as is provided by the Clause next herein-after contained), the Company shall and they are hereby required to extend and prolong the present *Nene Outfall* Cut or Channel of the River *Nene* from the stoning and jettying of the *Nene Outfall* as far out to Sea as the Channel of the River *Ouse* shall be carried by the said new Cut or Channel for the same, so and in such Manner as that the Waters of the River *Nene* shall be carried out to Sea by the said extended or prolonged *Nene Outfall* Cut on Terms of equal Advantage with the Waters of the River *Ouse* by the said new Cut or Channel for the same; and in order thereto the respective Lines of such extended or prolonged Channel for the Passage of the Waters of the River *Nene*, and of such Part of the said intended new Cut or Channel for the Passage of the Waters of the River *Ouse* as will lie to the Westward of the said extended Mid-channel Line, shall be respectively set out, and the same extended or prolonged Channel, and the same Part aforesaid of the said intended new Cut or Channel for the River *Ouse*, shall be respectively made with reference to each other, and be respectively made in such Directions and of such Dimensions, and with such Banks and Forelands, and generally of such Construction and in such Manner respectively, as the Engineer for the Time being of the said Commissioners of the *Nene Outfall* and of the said Mayor, Aldermen, and Burgesses of the Borough of *Wisbech*, to be by them appointed for that Purpose on the Part of the said Commissioners, and the said Mayor, Aldermen, and Burgesses, and the Engineer for the Time being of the Company on the Part of the Company, shall mutually agree upon and determine, or in case of their Disagreement in the said Matters or in any of them, then as a Civil Engineer to be for that Purpose, on the Application of either of the said Parties, appointed by the said Lord High Admiral or the said

Lords



*The Norfolk Estuary Act, 1857.*

Lords Commissioners for the Time being for executing the Office of Lord High Admiral, shall think proper and direct, whose Decision shall be final and conclusive: Provided always, that nothing in this present Clause contained shall be construed to oblige the Company to extend or prolong the said new Cut or Channel for the Waters of the River *Ouse* beyond the said extended Mid-channel Line.

CXXII. In case the Company shall embank any Lands lying to the Westward of the said extended Mid-channel Line the Company shall and they are hereby required to extend and prolong the said *Nene Outfall* Cut or Channel of the River *Nene* from the stoning and jettying of the *Nene Outfall* so far Seaward as such Embankment shall be made, the Lines of such extended or prolonged Channel to be made in such Directions and of such Dimensions, and with such Banks and Forelands, and generally in such Manner as the Engineer for the Time being of the said Commissioners of the *Nene Outfall* and the Engineer for the Time being of the Company, or, in case of their Disagreement, as a Civil Engineer to be appointed at the Request of either Party by the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral (whose Decision shall be final) shall require.

Nene Channel to be extended *pari passu* with adjacent Embankment.

CXXIII. In case the Company shall fail to comply with both or either of the Two Enactments last preceding, and to make and execute in manner aforesaid such extended or prolonged Cut or Channel, then and in any such Case the said Commissioners of the *Nene Outfall* may, after leaving at the Office of the said Company Three Calendar Months previous Notice in Writing of their Intention so to do, at the Costs of the Company, set out, make, and execute in manner aforesaid such extended or prolonged Cut or Channel, with suitable Banks and Forelands, and also (if the said Commissioners shall think proper) to make and execute such temporary Works during the Pendency of the said Notice before the Expiration of the said Three Calendar Months as they shall think requisite for the Protection of the Channel of the River *Nene* and the Drainage and Navigation thereby, and that so much only of the Land intended to be inclosed and reclaimed from the Sea under the Provisions of this Act as lies to the Westward of the said extended Mid-channel Line (except so much thereof as the President and Governors of the Hospital founded at the sole Costs and Charges of *Thomas Guy* Esquire claim to be entitled to as herein mentioned, until they shall have had the whole One thousand Acres set out and allotted to them by the said Company as herein provided for, and then except only such One thousand Acres,) shall be chargeable with and answerable for the Costs of so setting out, making, and executing such extended or prolonged Cut or Channel as aforesaid, and such Costs shall be deemed and taken to constitute

Provision in case the Company fail to make the *Nene* and *Ouse* Channels simultaneously.

an



---

*The Norfolk Estuary Act, 1857.*

---

an express Charge or Lien upon the same Lands (except as aforesaid) in priority and preference to all other Charges and Liens thereon, and may be levied by the said Commissioners of the *Nene Outfall* by Sale or Mortgage of the same Lands, the Receipts of whose Treasurer shall be sufficient Discharges to Purchasers or Mortgagees, and shall exonerate them from seeing to the Application of their Purchase or Mortgage Moneys, and from inquiring whether such Default had been made as aforesaid, or any such Notice been given as aforesaid, or making any other Inquiry as to the Necessity or Propriety of any such Sale or Mortgage: Provided always, nevertheless, that in case and when and as the Company shall extend and prolong the said *Nene Outfall* Cut or Channel towards the Sea, then and in such Case, and as such Extension shall from Time to Time proceed and be made pursuant to the Provisions herein contained, all the Lands lying Southward of a Line to be drawn at Right Angles to the general Course of the said *Nene Outfall* Cut or Channel, from the extreme Point to which such Extension thereof shall for the Time being have been carried to the said extended Mid-channel Line, shall be and the same are hereby released from all Liability to pay or contribute towards the Payment of such Costs as last aforesaid (but nevertheless without Prejudice to any Mortgagee in full thereof which may previously have been made): Provided also, that any and every Certificate under the Hands of the respective Engineers for the Time being of the said Commissioners of the *Nene Outfall* and of the Company, or (in case such Engineers shall differ) of a Civil Engineer to be appointed at the Request of either Party by the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral, stating how far the said *Nene Outfall* Cut or Channel has been extended or prolonged, shall be conclusive Evidence of the same having been duly and perfectly extended and prolonged pursuant to the Provisions herein in that Behalf contained: In case the Company shall, under the Provisions of this Act, sell any of the said Marshes or Lands lying to the Westward of the said extended Mid-channel Line which shall for the Time being remain liable to the Payment of such Costs to be incurred by the said Commissioners of the said *Nene Outfall* as aforesaid, then and on the Occasion of any and every such Sale, upon a Deposit being made in the Bank of *England* in the joint Names of the Treasurers for the Time being of the same Commissioners and of the Company respectively of a Sum equal to Twenty Pounds *per Centum* of the Purchase Money, the Lands to be so sold shall (when conveyed to the Purchaser) be thereupon and thenceforth freed and discharged from all Liability whatsoever to pay or contribute towards the Payment of the same Costs: Provided also, that an Acknowledgment in Writing by the Cashier or One of the Cashiers for the Time being of the said Bank of any Sum or Sums having been deposited, and a Statement in Writing by the said Treasurers for the  
Time



*The Norfolk Estuary Act, 1857.*

Time being or One of them that the same had been deposited in pursuance of this present Clause, shall be Evidence that the Sum or Sums has or have been duly deposited accordingly, without any Proof being required of the Persons in whose Name such Sum of Money was deposited being such respective Treasurers as aforesaid: Provided also, that any and every Sum which shall be deposited as last aforesaid shall be applied in or towards the Expense of prolonging and extending the said *Nene Outfall* Cut or Channel (if and so far as the same shall be required to be prolonged and extended), and subject thereto for the Benefit of the Company: Provided also, that no Sale shall be made by the Company of the Company's Lands lying Westward of the said extended Mid-channel Line on which the Lien of the said Commissioners of the *Nene Outfall* shall for the Time being be subsisting as aforesaid, or of any Part of such Lands, until after the same or such Part thereof shall have been embanked and inclosed by the Company.

CXXIV. The Costs of every or any such Reference as aforesaid to the Lord High Admiral or the said Lords Commissioners for the Time being for executing the Office of Lord High Admiral, and of the Engineer to be so by him or them appointed for the Time being as aforesaid, and of the Award to be made in pursuance thereof, shall be paid by such One of the Parties in difference wholly or between the said Parties in such Proportions as such Umpire for the Time being shall think proper and direct.

Provision as to Costs in reference to Matters arising between Admiralty and Company.

CXXV. The said extended or prolonged Cut or Channel for the Passage and Discharge of the Waters of the River *Nene*, and the Banks and Forelands thereof, and all the Materials thereof (except the Banks and Forelands vested in the President and Governors of *Guy's Hospital* under the Provisions of this Act, and the Materials thereof), shall be fully and solely vested in the said Commissioners of the *Nene Outfall* and their Successors for ever, who shall at all Times by themselves or their said Committee have full Authority and Control over the same, in like Manner as if the said extended or prolonged Cut or Channel, Banks, and Forelands were respectively Parts of the said *Nene Outfall* Cut, Banks, and Forelands respectively made and executed under the Authority of the said Act passed in the Seventh and Eighth Years of the Reign of His late Majesty King *George* the Fourth: Provided nevertheless, that nothing in this Act contained shall render the Company liable to maintain the Shores, Banks, and Forelands of the said extended or prolonged Cut or Channel for the Waters of the River *Nene* after the First Construction and Completion thereof.

Extended Mid-channel to belong to Commissioners.



*The Norfolk Estuary Act, 1857.*

Mid-channel  
to be subject  
to Provisions  
of Wisbech  
Port Acts,  
50 G. 3.  
c. ccvi., and  
7 & 8 G. 4.  
c. lxxxv.

CXXVI. For the several Purposes of an Act passed in the Fiftieth Year of His late Majesty King *George* the Third, intituled *An Act for establishing a Cattle Market within the Town of Wisbech in the Isle of Ely, for taking down and removing the Shambles therein, for paving, cleansing, lighting, and watching the said Town, and removing Nuisances therein, for preserving and improving the Port and Harbour of Wisbech, and for increasing the Duties payable at the said Port*, and of the said recited Act passed in the Seventh and Eighth Years of His late Majesty King *George* the Fourth, the said extended or prolonged Cut or Channel for the Discharge of the Waters of the River *Nene*, and the Coasts and Shores, or so far as the same is embanked, the Banks and Forelands on each Side thereof, shall be and be deemed to be within and a Part of the Port of *Wisbech* aforesaid, and shall be included and comprised within the several Enactments and Provisions of the same several Acts in the same Manner and to the same Extent as the present Channel of the *Wisbech River* and the Coasts and Shores on each Side thereof, and the present Channel of the *Nene Outfall* Cut and the Coasts and Shores on each Side thereof, or either of them, or any Part of them respectively, are or is included and comprised in the same several Acts, or either of them, to all Intents and Purposes, and the said Mayor, Aldermen, and Burgesses of the Borough of *Wisbech* shall have such and the like Power of fixing and putting down Mooring Piles and Posts in and upon the Banks and Forelands of the said extended Cut or Channel, and with such and the like Power to the Commissioners of the *Nene Outfall* or their Committee of removing and fixing elsewhere the said Mooring Piles and Posts, and respectively under such and the like Restrictions and Provisions, as are in and by the said Act passed in the Seventh and Eighth Years of King *George* the Fourth in respect of the original Cut, Bank, Forelands, and Works thereby authorized to be made, and the said Mayor, Aldermen, and Burgesses shall also have such and the like Power of fixing and putting down such Buoys and Beacons as they shall judge proper for the Guidance of Ships and Vessels into, through, and out of the Port and Harbour of *Wisbech* aforesaid as are now exercised and enjoyed by them.

Until Lands  
West of Mid-  
channel  
Line are em-  
banked pre-  
sent Streams,  
&c. to be  
kept open.

CXXVII. In the meantime until the Marshes and Lands lying Westward of the said extended Mid-channel Line shall be embanked and inclosed, but so as not to impede the Construction of or prejudice the Works of the Company, it shall be lawful for the Commissioners of the *Nene Outfall* from Time to Time to keep open, divert, or close any Runs or Watercourses now being or which shall or may from Time to Time exist upon the same Marshes and Lands, and also to dig, cut, take, and carry away all such Earth, Clay, Sands, Sods, and  
other



*The Norfolk Estuary Act, 1857.*

other Materials in, upon, and from any of the Marshes and Lands hereby authorized to be embanked and lying within the Distance of Five hundred Yards from the Right Bank or Side of the Channel of the said River *Nene*, on paying to the said President and Governors Compensation for such Part of the same as shall or may be dug, cut, taken, or carried away from the Marshes and Lands between the aforesaid Northern Boundary Line and a Line drawn from the Outfall of *Boatmeer Creek* at Right Angles with the general Course of the *Nene Outfall* as aforesaid, the Amount of such Compensation to be determined by Two Persons, one to be chosen by the said Commissioners and the other by the Treasurer for the Time being of *Guy's Hospital*, or by their Umpire, but without paying any Compensation for such Part of the same as shall or may be dug, cut, taken, or carried away from the Marshes and Lands lying to the North of the aforesaid Line drawn from the Outfall of *Boatmeer Creek* at Right Angles with the general Course of the *Nene Outfall*.

CXXVIII. The Herbage of the Banks and Forelands of the said extended or prolonged Cut or Channel of the River *Nene* lying Northward of the aforesaid Line drawn from the Outfall of *Boatmeer Creek* at Right Angles to the general Course of the *Nene Outfall* shall belong to and be from Time to Time and at all Times hereafter enjoyed by the Company or their Successors or Assigns, without Hindrance, Molestation, or Interruption by the said *Nene Outfall* Commissioners or their Committee or Servants, except during the Continuance of any Works which shall or may at any Time or Times hereafter require to be executed and be in progress of Execution thereupon.

Herbage of Banks to belong to the Company.

CXXIX. The Company may at any Time or Times hereafter (if they shall think it expedient so to do) embank any Marshes or Lands belonging to and vested in the said Commissioners of the *Nene Outfall* which in the Opinion of the respective Surveyors for the Time being of the said Commissioners and the Company (or, if they shall differ, of a Surveyor to be appointed by the Board of Trade,) shall from Time to Time be in a ripe and proper State for being embanked with Advantage: In case the Company shall embank any such Marshes or Lands, the said Commissioners of the *Nene Outfall* shall pay to the Company the Sum of Fifteen Pounds for every Acre of the said Marshes and Lands to be so embanked by way of Compensation for the Costs to be thereby saved to the said Commissioners; and the Marshes and Lands so to be embanked as last mentioned shall be chargeable with the Payment of such Sum of Fifteen Pounds *per Acre*; and such Sum of Fifteen Pounds *per Acre* shall be deemed and taken to constitute an express or specific Charge or Lien upon the same Marshes and Lands in priority of and preference to all other Charges and Liens thereupon: Provided

*Nene Outfall* Commissioners to pay a certain Sum per Acre for Land embanked belonging to them.



*The Norfolk Estuary Act, 1857.*

Provided always, that the said Commissioners shall be bound to pay to the said Company the said Sum of Fifteen Pounds for every Acre which shall be so embanked as aforesaid as the Work of Embankment shall proceed, but subject nevertheless, as to the Marshes or Lands lying Westward of the said Mid-channel Line, to the Clause herein-after in that Behalf contained: Provided also, that in case any Dispute shall arise as to the Quantity of the Marshes or Lands which shall have been embanked as aforesaid, or as to the Amount to be paid for the same by the said Commissioners as aforesaid, then and in every such Case such Dispute shall be decided by the respective Engineers for the Time being of the said Commissioners of the *Nene Outfall* and the Company, and, if they shall differ, by an Engineer to be appointed by the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral, whose Decision shall be final: Provided always, that in case the Company shall embank any of the said last-mentioned Marshes or Lands lying Westward of the said Mid-channel Line, and such Embankment shall be constructed further towards the North than the present Northern Boundary Line of the Land vested in the said Commissioners of the *Nene Outfall*, the same Commissioners shall not be bound to pay to the Company the said Sum of Fifteen Pounds *per Acre* for the Marshes or Lands so to be embanked, unless and until the said *Nene Outfall* Cut or Channel shall have been prolonged and extended in manner aforesaid so far Seaward as the Line of such Embankment: In case Default shall be made by the said Commissioners of the *Nene Outfall* in Payment of any Sum or Sums to be paid by them to the Company for the Space of Three Calendar Months next after the same ought to be paid as aforesaid, the Sum or Sums in Payment whereof such Default shall be made, and Interest thereon after the Rate of Five Pounds *per Centum per Annum* to be computed from the Time or respective Times when the same ought to have been paid as aforesaid, shall be recoverable by the Company in an Action of Debt against the said Commissioners, or may be raised by Sale or Mortgage of the said Lands charged therewith as aforesaid, or by all or any such Means; and the Receipts of the Treasurer for the Time being of the Company shall be sufficient Discharges to Purchasers or Mortgagees, and shall exonerate them from the Necessity of seeing to the Application of their Purchase or Mortgage Moneys, or making any Inquiry as to the Reason or Necessity or Propriety of any such Sale or Mortgage.

Allotment to  
Guy's Hos-  
pital.  
20 G. 2. c. 9.  
(Private.)

CXXX. And whereas an Act of Parliament was passed in the Twentieth Year of the Reign of His late Majesty King *George the Second*, intituled *An Act to confirm a Decree of the Court of the Duchy of Lancaster concerning certain Marsh Lands called Sutton Marsh in the County of Lincoln, and a Conveyance from Lascelles Metcalf Esquire of the same to the Corporation of the President and Governors*



*The Norfolk Estuary Act, 1857.*

*Governors of the Hospital founded at the sole Costs and Charges of Thomas Guy Esquire*: And whereas under or by virtue of the said Act, and of the Grant, Deeds, Conveyance, and other Documents in the said Act mentioned or referred to, the said President and Governors claim to be entitled to certain Parts of the said Tracts of Land intended to be reclaimed from the Sea by the Company, which for the Purposes of this Act may be defined as follows; *videlicet*, the Lands or Sands lying to the Northward of the aforesaid Line designated as the Northern Boundary Line in the aforesaid Plan of *Thomas Pear*, and lying between the Line to be designated and known as the extended Mid-channel Line as aforesaid and the River *Nene* or *Wisbech River* and its Outfall, and lying South of a Line drawn from the Outfall of *Boatmeer Creek* at Right Angles to the general Course of the *Nene Outfall*: And whereas it has been proposed that the Company shall embank at their own Expense all the said Lands claimed by the said President and Governors, and shall allot to the said President and Governors, their Successors or Assigns, a Portion of the said Lands containing One thousand Acres, forming as near as may be an uniform Parallelogram immediately fronting their open Marsh Land on the West Side of the River *Nene* or *Wisbech River* and its Outfall, and in a Line contiguous to and along the whole Length of the River *Nene* or *Wisbech River* and its Outfall from the aforesaid Northern Boundary lying to the aforesaid Line drawn from the Outfall of *Boatmeer Creek* at Right Angles to the general Course of the *Nene Outfall*, and that in consideration thereof the Residue of the said Lands shall, upon such Allotment being made to the said President and Governors, their Successors or Assigns, belong to and be vested in the Company, freed from all Claims to or on such Residue on the Part of the said President and Governors, their Successors or Assigns: Therefore be it enacted, That One thousand Acres, Portion of the said Lands claimed by the said President and Governors as aforesaid, described and bounded as herein-before specified, such One thousand Acres to be exclusive of Banks and Forelands appurtenant to such Allotment, and of any Road or Roads, Drain or Drains, to be set out or made across the said Allotment, shall be allotted and set out to and for the said President and Governors in manner herein-after mentioned, and the same Allotment shall from and immediately after the passing of this Act belong to and be and remain vested in the said President and Governors, their Successors and Assigns, to be held and enjoyed by them according to the Nature and Quality of their Estate, Interests, and Trusts in the contiguous enclosed Marsh Lands of them the said President and Governors in the Parish of *Sutton Saint Mary's* otherwise *Long Sutton* in the County of *Lincoln*; and that the said last-mentioned Lands and Sands which shall be so respectively set out and allotted to and for the said President and Governors, their Successors or Assigns as aforesaid, shall be and at

[Local.]

25 Z

all



*The Norfolk Estuary Act, 1857.*

all Times hereafter shall be deemed to lie and be situated in the Parish of *Sutton Saint Mary's* otherwise *Long Sutton* as aforesaid, and in the District of *Sutton Saint Matthew's*, and that the same when so set out and allotted shall be in full Satisfaction and Discharge of all the Right and Title of the said President and Governors, their Successors or Assigns, under the said last-mentioned Act or otherwise, to the said Residue of the said Tracts of Land intended to be reclaimed and embanked under the Authority of this Act, or any Part or Parts thereof.

Sum to be paid by President and Governors on Allotment to them being embanked and set out.

CXXXI. The said President and Governors, their Successors and Assigns, shall pay to the Company the Sum of Fifteen Pounds for every Acre of the said Allotment to be so embanked and set out for them by the Company, the same to be paid by them to the Company in equal Moieties; (that is to say,) one Moiety thereof when and as Five hundred Acres thereof shall have been embanked from the Sea and Possession delivered to the said President and Governors, and the other Moiety thereof when and as the Remainder of the said Allotment making up One thousand Acres at the least shall have been embanked from the Sea and Possession thereof delivered to the said President and Governors, the Amount in each Case to be ascertained and determined from Time to Time by the Surveyor for the Time being of the Company and the Surveyor for the Time being of the said President and Governors, or their Umpire, and to be recoverable as a Debt against the said President and Governors after Three Months from the Time the Amount shall be ascertained and determined as aforesaid; and the said Allotment shall be chargeable with and answerable for the Payment of such Sum of Fifteen Pounds *per* Acre, which shall be deemed and taken to constitute an express or specific Charge or Lien upon the said Allotment in priority and preference to all other Charges and Liens thereupon.

Banks and Forelands to belong to Guy's Hospital.

CXXXII. The Ownership and the Property of the Soil and Herbage of the Banks and Forelands appertaining and belonging or which shall or may appertain or belong to the aforesaid Allotment to be set out to or for the said President and Governors, their Successors and Assigns as aforesaid, shall to all Intents and Purposes whatsoever, other than the Purpose of embanking, remain and be vested in the said President and Governors, their Successors and Assigns for ever.

Company to embank the Property vested in Guy's Hospital.

CXXXIII. The Company shall, as soon after the passing of this Act as practicable, proceed to reclaim and embank, at their own Expense and in a proper workmanlike and scientific Manner, the whole of the Lands and Sands so claimed by the said President and Governors lying to the Northward of the aforesaid Northern Boundary Line, and particularly the Portion thereof to be set out and allotted

to



*The Norfolk Estuary Act, 1857.*

to the said President and Governors, their Successors or Assigns, so that the same Allotment may be made as soon as practicable, and that the Company shall and will from Time to Time, when and as soon as any Part of the aforesaid Allotment shall be reclaimed and embanked from the Sea, deliver over the Possession of the Land so reclaimed and embanked to the said President and Governors, their Successors or Assigns, until the whole of the said Allotment, amounting to One thousand Acres, so vested in the said President and Governors, their Successors or Assigns as aforesaid, shall have been so reclaimed, embanked, and delivered over to them; and it is hereby declared that the Construction of this Clause shall not be held to be restricted in any Manner by the Clause herein contained as to the Extension of the *Nene Outfall* Channel simultaneously with the *Ouze Cut*, or by any Proviso, Condition, or Exception in the last-mentioned Clause contained.

CXXXIV. Simultaneously or as nearly so as Circumstances will admit with the making of the Embankment of such Portion of the Lands or Sands lying to the Northward of the aforesaid Line, designated as the Northward Boundary Line in the aforesaid Plan of the said *Thomas Pear*, and lying between the Line to be designated and known as the extended Mid-channel Line as aforesaid and the River *Nene* or *Wisbech River* and its Outfall, and lying South of a Line drawn from the Outfall of *Boatmeer Creek* at Right Angles to the general Course of the *Nene Outfall* as under the Provisions of this Act is eventually to belong to and be vested in the Company as aforesaid, the Company shall and they are hereby required to embank and reclaim from the Sea, *pari passu* therewith, a fair and just Proportion of the aforesaid Allotment to the said President and Governors.

Embankment  
West of  
Mid-channel  
Line to be  
*pari passu*  
for the Com-  
pany and  
Guy's Hos-  
pital.

CXXXV. It shall be lawful for the said President and Governors, or their Treasurer for the Time being, at any Time and from Time to Time after the Expiration of the First Two Years next after the Completion of the *Vinegar Middle Cut*, or sooner in case in the meantime the Company shall abandon or for a Period of Twelve Months discontinue their Works, to require the Company to reclaim and embank from the Sea, under the Provisions of this Act, the whole or any Part of the said Land or Sands to which the said President and Governors claim to be entitled as aforesaid, within such reasonable Time as shall be fixed for the Purpose by an Engineer to be mutually agreed upon by the said President and Governors for the Time being and the Company, or in case of their Disagreement, then by Two Engineers, One to be appointed by each Party; or in case of the said Company refusing or neglecting to appoint an Engineer within Twenty-one Days after having been required so to do by the said President and Governors, or their Treasurer for the Time being, by Notice in Writing to be

In case Com-  
pany do not  
embank Hos-  
pital Lands,  
President and  
Governors  
may do so.



*The Norfolk Estuary Act, 1857.*

be left at the then or then late Office, then the Time to be fixed by Two Engineers to be appointed by the said President and Governors, or by an Umpire to be chosen by the Two Engineers to be appointed in either Way as aforesaid, and the Expense of every such Reference shall be borne by the Company; and in case the Company shall fail to embank and reclaim from the Sea the said Lands or Sands to which the said President and Governors claim to be entitled, or such Part thereof as from Time to Time shall or may be required, and within the Time to be fixed as aforesaid, then and in either of such Cases it shall be lawful for the said President and Governors, their Successors or Assigns, upon leaving at the then or then late Office of the Company Six Calendar Months previous Notice in Writing of their Intention so to do, to embank and reclaim from the Sea all or such Part of the same Lands or Sands to which the said President and Governors claim to be entitled as aforesaid as the Company shall then have failed to embank and reclaim, and that from thenceforth the whole of the said Lands or Sands to which the said President and Governors claim to be entitled as aforesaid shall to all Intents and Purposes whatsoever belong to and be and remain vested in the said President and Governors, their Successors and Assigns for ever, free from all Mortgages or other Charges which may have been created thereon by the said Company, and in all other respects as if this Act and the said recited Acts had not been made, they the said President and Governors paying to the Company Fifteen Pounds *per* Acre for such Part of the same Lands or Sands last aforesaid as the Company shall or may have then embanked at the Expiration of the said Six Months Notice, and for which they shall not then already have received Payment from the said President and Governors, the Quantity to be so paid for to be ascertained and determined by the Surveyor for the Time being of the Company and the Surveyor for the Time being of the said President and Governors, their Successors or Assigns, or their Umpire.

Roads may  
be set out  
across Land  
of Guy's  
Hospital.

CXXXVI. The Company shall be entitled for the Purpose of free Communication with the said *Nene Outfall* and *Wisbech River*, and the said Tracts of Land, to set out such Roads (if any) across the Allotments to be made to the said President and Governors at any Time or Times previously to such Allotment or Allotments being actually delivered up to the said President and Governors as shall be required in the Opinion and Judgment of the Surveyor for the Time being of the Company and of the Surveyor for the Time being of the said President and Governors, their Successors or Assigns, or their Umpire; and that the Company and their Successors and Assigns, and all Persons using the said Roads for the Purpose aforesaid, shall for ever thereafter have free Right of Way over the said Roads, either with or without Horses, Cattle, Sheep, Waggons, Carts, or other Carriages,



*The Norfolk Estuary Act, 1857.*

Carriages, and that the same Roads, as also all Main Drains and Sluices which shall or may be made or constructed by the Company upon or through any Part of the same Allotments, shall always be properly fenced, repaired, maintained, cleansed, emptied, scoured, and upheld by and at the Costs and Charges of the Company.

CXXXVII. The Allotment to be made to the said President and Governors shall not be liable under any Assessment, Rate, Tax, or Charge which shall be assessed, rated, taxed, or charged under the Provisions of this Act or otherwise to any greater Extent or Amount than the Proportion which the said Allotment shall bear to the whole of the Lands which shall for the Time being be reclaimed.

Allotments to Guy's Hospital how far rateable.

CXXXVIII. Until the whole of the aforesaid Allotment containing One thousand Acres shall be embanked and set out and allotted to the said President and Governors, their Successors or Assigns, under the Provisions of this Act, the Right of feeding and depasturing with Sheep only the whole of the said Lands or Sands to which the said President and Governors claim to be entitled as aforesaid shall be wholly held and enjoyed, to all Intents and Purposes whatsoever, by the said President and Governors, their Successors and Assigns: Provided always, that the said President and Governors, their Successors or Assigns, shall allow to the Company One Half of the net Rents or Proceeds which shall be obtained for the Lands which shall from Time to Time be so fed and depastured, and which shall not from Time to Time have been set out and allotted to the said President and Governors, their Successors or Assigns, under the Provisions of this Act.

Land to be enjoyed by Guy's Hospital until embanked.

CXXXIX. Nothing in this Act contained shall extend or be construed to extend to take away, defeat, invalidate, prejudice, alter, vary, lessen, interfere with, or affect any of the Rights, Privileges, Estate, Interest, Powers, or Authorities vested in or enjoyed by or in anywise belonging or appertaining to the said President and Governors, their Successors or Assigns, except as herein and hereby expressly enacted and provided for that Purpose.

Saving Rights of Guy's Hospital.

CXL. The Company shall indemnify or compensate the Commissioners of the First, Second, Fourth, Fifth, and Sixth Districts mentioned in an Act of Parliament passed in the First Year of the Reign of Her present Majesty, intituled *An Act to raise and apply Funds for the future Maintenance and Repair of the Banks of the River Ouze between Denver Sluice and the Eau Brink Cut in the County of Norfolk*, and the Funds and Taxes from Time to Time to be

Company to make Compensation for Damages done to Works of Ouze Bank. Commissioners under 7 W. 4. & 1 Vict. c. lxxxii.

[Local.]

26 A

raised,



*The Norfolk Estuary Act, 1857.*

of the First,  
Second,  
Fourth,  
Fifth, and  
Sixth Dis-  
tricts ;

and also  
Third Dis-  
trict, Ouze  
Bank.

raised, received, and applied by the said Commissioners of the said several Districts, under the Powers and Provisions of the said Act, for the Purposes of the said Act, and the several Owners for the Time being of Lands in the said several Districts which under the said Act are liable to be taxed for the Repair of the said *Ouze* Banks lying between *Denver Sluice* and the *Eau Brink* Cut aforesaid, from or for any Amount of Expenditure which the Works authorized by this Act or any of the recited Acts shall render necessary for the Maintenance of any of the said *Ouze* Banks beyond the full Amount of the annual Taxes which the said respective Commissioners are by the last-mentioned Act authorized to raise and apply for that Purpose ; and the Company shall in like Manner indemnify or compensate the Commissioners of the Third District mentioned in the said last-mentioned Act, and the Funds and Taxes of the said Commissioners, and the Owners for the Time being of Lands in the said last-mentioned District, liable to be taxed for the Repair of the *Ouze* Banks, from or for any Amount of Expenditure which the Works authorized by this Act or any of the recited Acts shall render necessary for the Maintenance of the *Ouze* Banks beyond One Moiety or Half Part of the full Amount of the annual Taxes which the Commissioners of the said Third District are by the said *Ouze* Bank Act authorized to raise and apply for that Purpose.

Company  
may appoint  
Commission-  
ers to act  
with Ouze  
Bank Com-  
missioners in  
reference to  
the Repair of  
the Banks.

CXLI. It shall be lawful for the Directors of the Company to appoint from Time to Time, as Occasion shall require, any Number not exceeding Five of the Directors for the Time being of the Company to be General Commissioners, to act with the General Commissioners appointed under the said last-mentioned *Ouze* Bank Act ; and the Directors so appointed to be Commissioners shall have the same Powers and Authorities as if they had been appointed General Commissioners under the Provisions of the said Act, so far as such Powers relate to the giving of Directions to the Commissioners of the said several Districts, or any of them, to repair the Banks in their said Districts respectively.

Principle  
upon which  
Indemnity  
for Damage  
is to be cal-  
culated.

CXLII. The Indemnity or Compensation which the Company is herein-before directed to make to the said *Ouze* Bank District Commissioners respectively shall be considered as extending to the increased Expenditure to be occasioned by Damage done to the said *Ouze* Banks in consequence of the Works authorized by this Act or any of the recited Acts to be executed, whether by the increased Velocity of either the Flood or the Ebb Tide, or by the scouring or otherwise shifting of the Bed of the River, and the Amount of such Indemnity or Compensation shall, if necessary, include the Expense of setting back any of the River Banks, as well as the increased Expenditure in  
the



*The Norfolk Estuary Act, 1857.*

the repairing thereof, provided the same shall become necessary in consequence of the Works by this Act or any of the recited Acts authorized to be executed.

CXLIII. No Indemnity or Compensation shall be due or payable from the Company except by Agreement or Arbitration, unless and until the Existence of any Damage to any of the said *Ouze* Banks, and the Amount of the Indemnity or Compensation proper to be made for the same, shall have been determined by a Jury, to be summoned upon the Requisition of such of the said District Commissioners as shall claim such Indemnity, and to proceed in the Manner directed by "The Lands Clauses Consolidation Act, 1845;" and in the Inquiry to be made before the said Jury the said District Commissioners shall be considered as the Plaintiffs, and the Company shall be considered as the Defendants, and the Costs of such Inquiry shall be borne in equal Proportions by the several Parties thereto, unless the Sheriff or other Officer presiding over the said Jury shall determine otherwise, in which Case the Costs shall be at his Discretion.

In case of  
Dispute,  
Jury to settle  
Amount of  
Compensa-  
tion for Da-  
mage.

CXLIV. In order to facilitate the Inquiries to be made in manner aforesaid as to the Existence of any such Damage as aforesaid, and the Amount of the Indemnity or Compensation proper to be made for the same, the Company shall and they are hereby required, if they shall see proper, at their Expense to place and maintain Gauges in the said River at such Places and in such Manner as shall be jointly agreed on between the Directors of the Company and the General Commissioners under the said *Ouze* Bank Act, and such Gauges shall be framed so as to determine as far as possible the Variations of the Velocities of the Tides and the Heights of High and Low Water at different Periods, and such Gauges shall be examined and Returns made by some Person to be from Time to Time jointly appointed by the said Directors and the said General Commissioners appointed under the said *Ouze* Bank Act at such Salary or Amount of Compensation as the said Directors and General Commissioners under the said *Ouze* Bank Act shall agree upon; but if the said Directors and Commissioners shall at any Time or Times be unable to agree as to the Number, Construction, or Places of the said Gauges, or as to the Appointment of a Person to inspect and make Returns of the said Gauges, or as to the Salary or Amount of Compensation of such Person, then some Person shall be appointed for that Purpose by the Lord High Admiral, or the Lords Commissioners for executing the Office of Lord High Admiral for the Time being, at such Salary or Amount of Compensation as they or he shall think fit; and the Position, Number, Construction, and Management of the said Gauges shall

Mode of as-  
certaining  
Existence of  
Damage.



*The Norfolk Estuary Act, 1857.*

shall be under the absolute Control of such last-mentioned Person, and the Salary or Amount of Compensation of the Person to be appointed for the Purpose shall be paid by the Company.

Provision for  
Indemnity.

CXLV. On any *bonâ fide* Sale or original (but not substituted) Mortgage of any of the Lands by this Act vested in the Company they shall retain out of the Purchase or Mortgage Money, after deducting all Costs and Expenses of, incident to, and attending such Conveyance or Mortgage, the following Sums; that is to say, on any such Sale a Sum at the Rate of Five Pounds Sterling for every One hundred Pounds, and so in proportion for any fractional Part of One hundred Pounds, of the Purchase Money on any such Sale, and on any such Mortgage a Sum at the Rate of Seven Pounds Sterling for every One hundred Pounds thereof, and so in proportion for any fractional Part of One hundred Pounds of the Money to be advanced on every such Mortgage, and forthwith from Time to Time lay out and invest the same Sums respectively, in the joint Names of the respective Treasurers of the Company and of the *Ouze Banks* General Commissioners, in or upon such Stocks, Funds, or Government Securities as they shall think fit, and the Dividends, Interest, or Income of the Fund as the same shall from Time to Time accrue or become payable shall be paid to and remain the exclusive Property of the Company, and the said Stocks, Funds, and Securities shall form a Security for and shall be applied by the Company in making good any Damage done to any of the said *Ouze Banks* in manner and subject to the Provisions in this Act contained; and the Receipt of the Treasurer of the Company shall be a sufficient Discharge to the Purchaser or Mortgagee of the said Lands, and he shall not be required to see to the Application of such Money, nor be answerable or liable for the Nonapplication or Misapplication thereof, or required to see that such Five Pounds *per Centum* or Seven Pounds *per Centum*, as the Case may be, is or is not so invested.

Company's  
Liabilities to  
cease after  
25 Years.

CXLVI. Provided always, That the Company shall not be answerable or liable to indemnify or compensate such *Ouze Bank* Commissioners or the Proprietors of the said Lands from or for any Amount or Expenditure which the Works authorized by this Act or any of the recited Acts shall render necessary for the Repair, Maintenance, or setting back of the said Banks, or be in any other Way liable or answerable for any Damages to such Banks to be occasioned by such Works after the Expiration of Twenty-five Years from the passing of this Act, but that immediately after the Expiration of Twenty-five Years from the passing of this Act all Liability of the Company respecting the Matters aforesaid shall cease and be determined, except  
as



*The Norfolk Estuary Act, 1857.*

as to any Claim for Damage which shall then be pending, and all and singular the Provisions in this Act contained concerning the same shall thenceforth, except as to any such Claim as aforesaid, become and be absolutely void and repealed, and all Moneys then invested according to the Provisions of this Act for the Indemnity of the *Ouze* Bank Commissioners as hereby provided shall, if no such Claim be pending, be paid and transferred, together with all Interest and Dividends, to the said Company, and become their sole Property, freed from all Liabilities respecting such *Ouze* Banks, and if such Claim be pending, then after the Determination and Satisfaction of the same.

CXLVII. Whereas it is apprehended that the Works by this Act or any of the recited Acts authorized to be executed by the Company may cause Damage to all or some or One of the following Bridges over the said River *Ouze*, *videlicet*, *Downham Bridge*, *Magdalen Bridge*, and *Saint German's Bridge*, and it is expedient that Provision should be made for making Compensation for such Damage when and if the same shall arise: Therefore the Company shall pay to the several and respective Owners or Bridge Reeves of the said Bridges respectively, when and if any Damage shall be ascertained and certified as hereafter mentioned to have arisen or been occasioned to the said Bridges or any of them, such Sum or Sums of Money, not exceeding in the aggregate the Sum of Four hundred Pounds, for any Damage so from Time to Time occasioned to *Downham Bridge*, and the Sum of Eight hundred Pounds for the Damage so from Time to Time occasioned to *Magdalen Bridge*, and the Sum of One thousand four hundred Pounds for the Damage so from Time to Time occasioned to *Saint German's Bridge*; and if the Company shall not immediately upon any such Damage having been ascertained and certified as hereafter mentioned to have arisen or been occasioned as aforesaid pay the Amount thereof to the Owner or Bridge Reeves of such Bridge so sustaining such Damage, the same shall be considered as and recoverable as ascertained and liquidated Damages, and be charged upon the Lands of the Company, and be recoverable in the same Manner as any Sum or Sums which may, if Occasion shall require, be paid to the *Ouze* Bank District Commissioners, is by this Act authorized to be recovered and levied: Provided always, that nothing herein contained shall extend the Liability of the Company to make Compensation for Damage done to such Bridges respectively beyond the Term of Seven Years from the passing of this Act: Provided also, that it shall be lawful for the Company to appropriate and set apart a sufficient Fund to discharge the several Liabilities herein-before mentioned, receiving the Interest and Dividends thereof from Time to Time, or to pay such Sum as may be mutually agreed upon by the respective Parties mutually interested in full Compensation for any Damage sustained, or in Commutation of the Liability to Compensation for Damage, and

For Payment  
of Compen-  
sation for  
Damage to  
Bridges over  
*Ouze*.

[*Local.*]

26 B

thereupon,



*The Norfolk Estuary Act, 1857.*

thereupon, and so far as such Investment or Payment shall respectively extend, the Lands of the said Company shall be wholly released from all Claims in respect of Damages as aforesaid.

Damage to such Bridges to be ascertained by Reference to certain Engineers.

CXLVIII. For the Purpose of determining whether any and what Damage has been occasioned by the Works of the Company to any of the said Bridges, and what Sum shall be paid by the Company in respect thereof, it shall be lawful for the Owner or Bridge Reeves of the said respective Bridges from Time to Time to appoint an Engineer, and to require the Company, within the Space of Twenty-eight Days after Notice thereof given to the Clerk or Secretary of the Company, to appoint another Engineer, and the Engineer so appointed shall ascertain the Amount of such Damage to all or any of such Bridges respectively, and certify what Sum or Sums of Money shall be paid for the same, not exceeding the respective Amounts herein-before authorized to be paid for any Damage to such Bridges respectively, and if such Engineers so appointed shall differ, or in case the Company shall neglect or refuse to appoint an Engineer within the said Twenty-eight Days, then an Engineer or Umpire shall be appointed for that Purpose by the Lord High Admiral or the Lords Commissioners for executing the Office of Lord High Admiral, whose Decision shall be final.

Power to Ouze Banks Commissioners and Company to arrange.

CXLIX. The General *Ouze* Banks Commissioners and the Bridge Reeves of such respective Bridges respectively, with the Approval of the Mortgagees for the Time being and the Company, may at any Time make and carry out any Arrangement which they mutually agree on, by way of Composition or otherwise, for Payment, Satisfaction, or Discharge of all or any Part of any Claim which such General *Ouze* Banks Commissioners and such Bridge Reeves respectively may have on the Company under this Act.

Power to borrow Money on reclaimed Lands.

CL. When the whole of the Capital for the Time being of the Company is subscribed for, and One Half thereof is paid up, the Company may from Time to Time borrow at Interest, on the Security of the Undertaking or any Part thereof, any Sums of Money which they may think necessary, not exceeding in the whole One Third Part of the Capital for the Time being of the Company: Provided, that in the event of any Part of the Money borrowed being repaid by the Company, or of any Sum being required to pay off any Mortgage by the Company, the Company may reborrow the Sum so repaid or required as aforesaid from Time to Time: Provided also, that for securing the Repayment of the Sums so borrowed or reborrowed, with Interest, the Company may give Bonds, or may mortgage the Undertaking and the unpaid and future Calls of the Capital of the Company, and the Lands which may be reclaimed and become vested in them under the Provisions of this Act or any Part thereof; and every such

Mortgage



*The Norfolk Estuary Act, 1857.*

Mortgage may contain such Provisions as the Parties thereto may deem expedient for continuing the Loan, or for the Payment of the Sum thereby secured by Instalments, or for reducing the Rate of Interest reserved thereon, and may also contain Powers of Sale of the mortgaged Premises, or for the Appointment of a Receiver, and such other Provisions as shall be in that Behalf agreed upon.

CLI. Provided also, That in any Mortgage to be made by the Company regard shall be had to the Provisions of this Act for re-vesting in Her Majesty, Her Heirs and Successors, any Part or Parts of the Lands by this Act vested in the Company which shall not be embanked and reclaimed within the Period of Twenty-one Years from the passing of this Act.

Notice to Mortgagees of Crown Reverter.

CLII. The Receipt of the Treasurer of the Company shall be a sufficient Discharge for the Money borrowed under this Act, and the Person advancing any such Money shall not be bound or concerned to see to the Application thereof, or be liable for the Misapplication or Nonapplication thereof.

Receipt of Treasurer to be Discharge.

CLIII. The Company and any Person seised in Fee or entitled to dispose absolutely for his own Benefit of any Lands adjoining the Lands vested in the Company under the Provisions of this Act may agree as to the future Boundaries between such Lands respectively, and may effect Exchanges of such Lands respectively in such Manner as to secure as far as may be an even Boundary Line between the same.

For straightening Boundaries.

CLIV. In any and every Case in which any such Person and the Company shall be unable to agree in respect of such Boundary Line, or to effect such Exchanges as may be necessary for the Purpose of obtaining the same, and also in any and every Case in which the Owner for the Time being of any such Lands shall not be seised in Fee or entitled to dispose absolutely for his own Benefit thereof, but shall be willing to have such Boundary Line defined, and to effect such Exchange, the Inclosure Commissioners for *England* and *Wales*, on the Application of the Company or any such Owner, may and they are hereby required to appoint some competent Surveyor to define such Boundary Line and the Exchanges to be made for securing the same, and the Award of such Surveyor shall be final, and shall have the Effect of vesting in the Company and in the Owners of any such Lands, as the Case may be, the Lands which may be specified in such Award as the Subject of Exchange between the said Parties respectively; and the Lands so vested as aforesaid shall be held subject to the same Trusts, Charges, and Conditions as the Lands for which the same may have been so exchanged, and shall be

Providing for not being able to agree with respect to such Boundaries.



*The Norfolk Estuary Act, 1857.*

be freed from all other Trusts, Charges, and Conditions affecting the same.

Power for  
Company to  
sell their  
Lands.

CLV. The Company may from Time to Time, and in such Manner as to them shall appear expedient, and either by Public Auction or Private Contract, or partly in one Way and partly in another, and under and subject to such Conditions, usual or special, (and whether strictly required by the State of the Title or Circumstances of the Case or not,) and for such Price or Prices and generally in such Manner, as they may think proper, sell and dispose of the Lands hereby vested in them or acquired under this or the said recited Acts, or any Part or Parts thereof, subject nevertheless to the Provisions of this Act for revesting in Her Majesty, Her Heirs and Successors, any Part or Parts of the said Lands which may not be embanked and reclaimed within the Period of Twenty-one Years from the passing of this Act; and if any such Lands be offered for Sale by Public Auction, they may reserve thereon any Price they may think fit as the minimum Price at which such Lands shall be disposed of at such Auction, and the Company may make and execute all proper Acts and Contracts, and by Deed under their Common Seal may convey and assure the Lands so sold unto the Purchaser thereof and his Heirs, or as he shall direct.

Receipts of  
Treasurer to  
be a Dis-  
charge.

CLVI. The Receipts of the Treasurer of the Company for any Moneys payable to the Company under this Act shall be sufficient and effectual Releases and Discharges to all Persons for so much Money as in such Receipts respectively shall be acknowledged to be received, and no such Person shall be obliged to see to the Application of the Money, or be accountable for the Misapplication or Non-application of the same or any Part thereof, or be obliged to ascertain or to inquire as to the Propriety of any Money raised by any Sale, Mortgage, or otherwise by the Company under this Act being so raised.

Power to  
lease.

CLVII. Until such Sale or Sales shall be made as aforesaid the Company may from Time to Time demise or let any of the Lands vested in them either from Year to Year or for any Term or Terms in possession, and under such yearly and other Rents, either with or without Fine or Premium, and subject to such Covenants, Provisions, and Restrictions, and in such Manner, as to the Company shall seem fit.

For provid-  
ing a Fund  
for the Main-  
tenance of  
Banks.

CLVIII. On any Sale, Mortgage, or Demise, with Fine or Premium, of any of the Lands by this Act vested in the Company, they shall retain out of the Moneys arising from such Sale, Mortgage, or Fine a Sum at the Rate of Five Pounds Sterling for every One hundred Pounds



*The Norfolk Estuary Act, 1857.*

Pounds thereof, and forthwith from Time to Time lay out and invest the same in the joint Names of the respective Treasurers of the Company, of the Commissioners of Drainage, and of the Mayor, Aldermen, and Burgesses, in or upon such Stocks, Funds, or Securities as they shall think fit, until the Capital Sum of Ten thousand Pounds Sterling shall be so invested, and the yearly Income of the Fund, or a sufficient Portion thereof, shall from Time to Time as Occasion requires be applied by the Company exclusively in or towards the Maintenance and Repair of the *Marsh Cut* and *Vinegar Middle Cut*, and the Banks, Foreshores, and Outfalls thereof respectively; and so much of the yearly Income of the Fund as shall not be so applied shall from Time to Time be added to the Fund by way of Accumulation thereof by Compound Interest, and the Accumulations shall be applicable and applied as yearly Income when and as often as Occasion may require: Provided always, that this Provision shall not in any way lessen the Liability of the Company under this Act to such Maintenance and Repair.

CLIX. The Company and the Owners for the Time being of any Lands which may be sold or embanked by the Company shall, in manner herein-after provided, maintain and keep in an efficient State of Repair (except as otherwise provided in this Act) all the Sea and other Banks which may from Time to Time be made by the Company for the Embankment of any such Lands, and which shall for the Time being protect or help to protect the same or any Part thereof from Inundation, and shall also maintain in repair, except as otherwise provided by this Act, all such Roads, Drains, Sluices, and Culverts as may be made by the Company under the Provisions of this Act in and upon the Lands vested in them by virtue of this Act: Provided, that the Rate, Tax, or Charge to be made and levied on such Owners for the Maintenance of the Embankments and Works executed by the said Company shall not exceed in any One Year the Sum of Three Shillings for each Acre of the Lands so sold or embanked.

Embankments, &c. to be maintained by Owners.

CLX. In order to provide for the permanent Maintenance of the same Embankments, and of the said Roads, Drains, Sluices, and Culverts, in such State of Repair as aforesaid, the Directors for the Time being of the Company, and all the Owners of Fifty Acres of Land sold or embanked by the Company as aforesaid, shall be Commissioners for that Purpose, and the Chairman for the Time being of the said Directors or of the same Commissioners, or any Three of the same Commissioners, shall have Power at any Time to convene a Meeting of such Commissioners by Advertisement published at least for Two Weeks prior to such Meeting in some Newspaper circulating in the County of *Norfolk*, and any Five Commissioners who shall be present at such Meeting shall form a Quorum.

Commissioners to be appointed for maintaining Banks.

[*Local.*]

26 C

CLXI. The



*The Norfolk Estuary Act, 1857.*

Chairman to  
be appointed.

CLXI. The same Commissioners shall meet once at least in every Year, and at their First Meeting in each Year shall elect a Chairman, who shall remain in Office until another Chairman is elected in his Stead; and after the Appointment of such Chairman any Meeting of the Commissioners may be convened by Circular addressed to the respective Places of Abode of such Commissioners by Order of the said Chairman: Provided always, that it shall not be necessary for such Chairman to be present in order to constitute a Meeting of Commissioners.

Officers may  
be appointed.

CLXII. The same Commissioners shall have Power to appoint any Officer or Officers for the Purpose of superintending the Embankments and other Works confided to their Care, and to pay such Officer or Officers such reasonable Salary as they may see fit.

How Ex-  
pense of Sa-  
lary, &c. to  
be provided  
for.

CLXIII. The Salary of such Officer or Officers, as well as all other Costs, Charges, and Expenses which may be incurred by the same Commissioners in carrying this Act into execution, shall be defrayed by means of a Rate to be assessed and levied upon and in respect of the Lands for the Time being embanked from the Sea under the Powers of this Act.

How Contri-  
butions to be  
assessed.

CLXIV. The Amount of such Rate shall from Time to Time be fixed and determined by the same Commissioners, and shall be assessed equally in respect of every Acre of Land for the Time being so embanked from the Sea.

For Reco-  
very of As-  
sessment.

CLXV. In case the said Rate shall not be paid within a Period of Twenty-one Days after the Day appointed by the same Commissioners for the Payment thereof, it shall be lawful for the Commissioners to levy the Amount thereof by Distress and Sale of the Goods and Chattels of the Occupier of the Lands, subject to the Payment of such Rate, wheresoever the same may be found, and for such Purpose to enter upon the Lands and Premises of such Occupier, and to seize and take and to carry away and sell such Goods and Chattels, without being liable for any Action of Trespass or otherwise in respect thereof: Provided always, that, unless otherwise agreed between the Owner and Occupier of any such Lands, it shall be lawful for the Occupier thereof to deduct from the Rent payable by him to his Landlord the Amount which he may have paid or in respect of which Distraint may have been made for and towards such Rate as aforesaid: Provided also, that for the Purposes aforesaid the Company shall be considered the Occupier of any Lands liable to such Rate as aforesaid, and which shall not have been sold by them at the Time of making such Rate.

CLXVI. The



*The Norfolk Estuary Act, 1857.*

CLXVI. The several Owners of and others interested in the open Green and Samphire Marsh Lands described in the Plan deposited as aforesaid, and abutting on the Lands vested in the Company, (excepting the Owners of and others interested in the open Green Salt or Samphire Marsh in the Parishes of *North Lynn Saint Edmunds, Gaywood, and South Wootton*, in the County of *Norfolk*, who have otherwise contributed towards the Costs next herein-after referred to,) shall and they are hereby required to contribute towards the Costs of the Embankments and other Works by this Act authorized to be executed by the Company such a Sum in respect of each Acre of the Lands belonging to such Persons, or in which they are interested respectively, as in the Opinion of such Persons respectively and of the Company, or, in case of Difference between them, in the Opinion of Arbitrators to be appointed as herein-after mentioned, will amount to One Third of the increased Value which will accrue to such Lands by reason of such Works as aforesaid; and such Sum *per Acre*, when agreed on between the said Persons respectively and the Company or determined by Arbitration, shall be paid to the Company by the Parties liable to pay the same within such Period not exceeding Six Months after such Works shall have been executed as may be agreed on between them and the Company, or fixed by the Arbitrators to whom the Question of such increased Value may have been referred, and in default of Payment within the Time limited may be sued for and recovered by the Company in any Court of competent Jurisdiction.

Owners of Marsh Lands improved by Works of Company to contribute to Expense thereof.

CLXVII. In case of Difference as to the Fact of Improvement or as to the Amount to be paid as aforesaid in respect of the improved Value of any Lands according to the Provisions herein-before contained, such Difference shall be referred to and decided by Arbitration in the Manner provided by "The Lands Clauses Consolidation Act, 1845," with respect to Cases of disputed Compensation.

Arbitrators to be appointed in case of Difference.

CLXVIII. The Owners of any Lands in respect of the Improvement of which any Sum of Money shall be payable to the Company as aforesaid may mortgage any such Lands for providing the Amount so payable, and such Mortgages shall have Priority over any other Charges existing on the same Lands at the Time of the granting thereof.

Owners of Lands may mortgage the same to pay Contribution.

CLXIX. Every Tenant for Life or in Tail, or for any other Period having limited Interests in the Lands comprised in any such Mortgage, shall during his Tenancy or Interest in such Lands pay and keep down half-yearly the Interest secured by such Mortgage, and also yearly and every Year pay off such an Instalment, not being less than One Thirtieth Part of the Principal Sum thereby secured, as shall be specified in such Mortgage, until the whole thereof be discharged,

Redemption of Mortgages.

so



*The Norfolk Estuary Act, 1857.*

so that upon the Determination of the Estate and Interest of any such Tenant for Life or in Tail, or other Person having such limited Interest as aforesaid, no Person or Corporation shall by virtue of such Mortgage be entitled to recover as against the Lands comprised therein, or against the Person becoming possessed of or entitled to such Lands upon the Determination of such Estate or Interest, more than the Interest of the current Half Year and the Instalments of the said Principal Sum which may become payable after his Possession accrues, and the Heirs, Executors, or Administrators of every such Tenant for Life or in Tail, or other Person having such limited Interest as aforesaid, shall pay any Arrears of Interest and Instalments remaining payable and which ought to have been paid during his Lifetime, and shall also repay to the Person coming into possession after him a Part of the Interest for the Half Year and the Instalment for the Year current at his Decease, proportioned to the Part of such current Half Year and Year respectively which shall have elapsed at the Time of such Decease.

Power to  
recover such  
Contribution.

CLXX. For better securing the Payment of the Sums which may become due to the Company from the said Owners or others interested in the said Lands improved as aforesaid, the Company, if such Sums respectively shall not be paid within the Period hereinbefore limited for the Purpose, may recover the Amount thereof from the Parties liable to pay the same either by Action of Debt in any Court of competent Jurisdiction, or otherwise by the Sale of any Portion of the Lands in respect of the Improvement of which the same may be payable, and a Conveyance under the Seal of the Company of any Portion of the said Lands shall be sufficient to vest the same in the Purchaser thereof free from all Encumbrances thereon, and the Receipt of the Treasurer of the Company shall be an effectual Discharge, and the Purchaser shall not be bound to see to the Application of his Purchase Money, or liable for the Misapplication thereof, or of any Part thereof: Provided always, that the Land which may be sold by the said Company under this present Clause shall be advertised for Sale, with a proper and sufficient Description thereof, in some Newspaper circulating in the County of *Norfolk* at least Three Times prior to the Day of Sale, with an Interval of Two Weeks at least between each Advertisement, and by such Advertisement Tenders shall be invited for the Purchase of such an Amount of the Land in respect of which any such Sums as aforesaid are due to the Company as will suffice to pay such Sums to the Company, and the Costs and Expenses attending such Sale, according to the highest Tender which may be made for the Purchase thereof; and it shall not be lawful for the Company to accept any Tender lower than the highest, unless the Person making such Tender shall neglect or refuse to complete his Purchase within One Month after the making of such Tender, in  
which



*The Norfolk Estuary Act, 1857.*

which Case the Company may sell any Part of the said Land for the Sum specified in the next highest Tender that may have been received by them, and so on in succession: Provided always, that the Company shall not be bound to accept any of the Tenders which may be received by them, but may, if they think fit, renew their Advertisements from Time to Time for further Tenders: Provided also, that any Moneys which may be received by the Company from the Sale of any such Lands over and above the Amount due to them as aforesaid, and the Costs and Expenses aforesaid, shall be paid or applied by them in the same Manner as Purchase Money or Compensation for Lands purchased or taken under "The Lands Clauses Consolidation Act, 1845," is by that Act directed to be paid and applied.

CLXXI. The Form of the Advertisement for the Purposes of such Sale as aforesaid may be in the following Words or to the following Effect: Form of Advertisement.

## ‘ NORFOLK ESTUARY.

‘ WHEREAS by virtue of the "Norfolk Estuary Act, 1857,"  
 ‘ certain Lands have been embanked from the Sea and certain  
 ‘ Lands situate [*here describe the Lands subject to Payment*], con-  
 ‘ taining            Acres or thereabouts, and belonging or reputed to  
 ‘ belong to [*Name of Owner*], have become chargeable under the  
 ‘ Provisions of the said Act with the Payment of the Sum of  
 ‘ Pounds towards the Expenses of such Embankment: Now this is  
 ‘ to give Notice, That in pursuance of the Powers conferred by the  
 ‘ said Act on the Company of Proprietors of the Norfolk Estuary it  
 ‘ is proposed by the said Company to sell the said Lands, or so much  
 ‘ thereof as shall be sufficient to produce the Sum charged thereon,  
 ‘ together with the Costs and Expenses incident to such Sale, by  
 ‘ public Tender. Persons therefore desirous of becoming the Pur-  
 ‘ chasers of the same Lands or any Part thereof are hereby requested  
 ‘ to send to the Office of the Secretary of the Company at            ,  
 ‘ on or before the            Day of            next, sealed Tenders, stating  
 ‘ how much and which of the said Lands they will be willing to pur-  
 ‘ chase free from Encumbrances at the Sum of            Pounds, being  
 ‘ the Amount charged thereon as aforesaid, and the estimated Amount  
 ‘ of the Costs and Expenses attending the Sale: Ten Pounds per  
 ‘ Centum on the Amount of the Money will be required to be paid  
 ‘ immediately on Acceptance of any Tender, and the Remainder of  
 ‘ the Purchase Money within Three Months afterwards.

‘ By Order of the Board,  
 ‘ A.B.,  
 ‘ Secretary.’



*The Norfolk Estuary Act, 1857.*

Form of  
Conveyance.

CLXXII. The Conveyance of any of such Lands by the Company may be in the same Form or to the same Effect, as nearly as Circumstances will admit, as the Conveyance of any other Lands by the Company under the Provisions of this Act.

For protect-  
ing Lands of  
G. W. P. Ben-  
tinck, Esq.

CLXXIII. The Company and their Assigns shall at all Times after the passing of this Act completely maintain and repair, and keep in good and sufficient Repair, all and every the Banks, Fences, or Boundaries of or adjoining to the Lands of *George William Pierrepont Bentinck* Esquire, and the Sluices, Tunnels, Drainage, and other Works belonging to or connected therewith, and shall at all Times thereafter well and sufficiently indemnify the said *George William Pierrepont Bentinck*, his Heirs, Executors, Administrators, and Assigns, of and from all Losses, Costs, Damages, or Expenses which they or any of them may or otherwise might incur, sustain, or be put to for or by reason of any Default in so as aforesaid maintaining and keeping in repair such Banks, Fences, Boundaries, or Works, or for or by reason or means or in consequence of any Works or other Matters or Things to be done by the Company in pursuance of the Powers of this Act or otherwise: Provided always, that the said Company and their Assigns shall not be required to maintain or keep in repair any Banks, Fences, or Boundaries, or the Sluices, Tunnels, Drainage, or other Works interior to or behind the existing exterior Banks, Fences, and Boundaries of or adjoining to the said Lands.

Certain  
Works to be  
vested in the  
Company.

CLXXIV. Subject to the Provisions of this Act, the Works made or to be made and executed by the Company shall be and the same are hereby vested in the Company, and, except temporary Works, shall for ever hereafter be maintained by the Company.

Power for  
Company to  
enter adjoining  
Lands to  
clear Water-  
courses.

CLXXV. The Company may at all Times enter into any of the Lands in or near or adjoining to the said Tracts with Craft or Vessels, or otherwise to dredge, clear away, and remove the Mud and Accumulation in any of the Watercourses or Streams which at the Time of the passing of this Act shall extend into the said Tracts, so that no Injury or Damage shall arise to the well draining of the said Lands adjoining, or to the Navigation of any of the said Streams, and that the said Company during such dredging, clearing away, or removing as aforesaid shall, as little and for as short a Time as possible, obstruct, abridge, or annoy the Use of such Watercourses or Streams.

Company to  
put down  
Mooring  
Posts at the  
Expense of  
Mooring

CLXXVI. The Company shall from Time to Time, at the Request and Expense of the Mooring Harbour Commissioners, put and fix on the Banks and Foreshores of the *Marsh* and *Vinegar Middle* Cuts so many Mooring Posts and Beacons for the mooring and guiding of Boats,



*The Norfolk Estuary Act, 1857.*

Boats, Barges, and other Vessels navigating the Cuts, and at such Places, as the Company's Engineer and the Pilot-master of the Port of *King's Lynn* think necessary and determine; and the Company from Time to Time at their own Expense may take up such of the Mooring Posts and Beacons as they consider prejudicial to the Banks or Foreshores of the Cuts, so as the Company at their own Expense first put and fix such other Mooring Posts and Beacons in lieu thereof on such other Parts of the Banks and Foreshores as the Company's Engineer and the Pilot-master determine, or, in case of Difference between them, as, on the Application of the Company and the Pilot-master or either of them, the Admiralty by Writing under the Hand of the Secretary of the Admiralty determine (the Costs of such Reference to abide the Result); and all the Mooring Posts and Beacons shall be maintained and kept in repair by the Company at the Expense of the Mooring Harbour Commissioners, and all Boats, Barges, and other Vessels navigating the Cuts or either of them shall at all Times be allowed to be moored to the Mooring Posts without any Interruption or Denial by the Company, their Tenants, Agents, or Servants, and no Charge whatsoever shall be made or taken by the Company for the Passage, mooring, or guiding of any such Boat, Barge, or other Vessel, or for the placing of any Buoy, Mooring Post, Light, or Beacon in, upon, by, or through any Cut, Channel, Stream, or Water-course made and maintained under this Act, or on the Banks or Foreshores thereof: Provided always, that nothing in this Act shall in any Manner take away, lessen, prejudice, or alter any such Right, Power, or Authority (if any) of the Mayor, Aldermen, and Burgesses, or the Mooring Harbour Commissioners, of putting and fixing Buoys, Mooring Posts, Lights, and Beacons on the Banks and Foreshores of the Cuts as they had and enjoyed on the Banks and Foreshores of the former or ancient Channel of the River *Ouse* before the passing of the "*Norfolk Estuary Act, 1846,*" or confer on the Mooring Harbour Commissioners, or the Mayor, Aldermen, and Burgesses, any Right or Title to the Banks or Foreshores of the Cuts further or otherwise than in this Section expressed.

Harbour Commissioners.

CLXXVII. No Person shall moor or fix or continue moored or fixed Two or more Boats, Barges, or other Vessels abreast of each other in the Cuts or either of them during the Time of an upland Flood passing through the same, or of any extraordinary Pressure of Water or Ice therein, and if during any such Time any Two or more Boats or Barges or other Vessels lie abreast of each other in the Cuts or either of them, and the Master or other Person having the Care thereof shall not, immediately on Notice given to him by any Officer of the Company, or of the *Bedford Level* Corporation, or of the Mayor, Aldermen, and Burgesses, or of the Mooring Harbour Commissioners, remove any Boat, Barge, or other Vessel so lying to such

As to mooring Vessels in Time of Flood, &amp;c.



*The Norfolk Estuary Act, 1857.*

such convenient Place as the Officer directs, then the Officer, with proper Assistants, may so remove the same, and the Expenses of such Removal shall be paid by the Master or Person having the Care of the same to the Officer, and if not so paid on Demand may be recovered by him from such Master or Person as a Penalty may be recovered under "The Companies Clauses Consolidation Act, 1845."

Lands to be sold within Ten Years.

CLXXVIII. All and singular the said Tracts of Land vested in the Company by or by the Authority of this Act shall be sold by the Company not later than Ten Years from and after all the said Tracts of Land shall have been fully reclaimed, embanked, and inclosed, unless by reason of some Defect or Insufficiency of Title alleged on the Part of the Purchaser or Purchasers, and required to be removed or supplied, or by reason of any consequent rescinding or Abandonment of any Contract or Contracts for the Sale thereof, or by reason of any Breach of Contract, or any Action, Suit, or other Proceeding at Law or in Equity relating thereto, or on any other Account, the Completion of such Sale shall be unavoidably delayed or impeded, in which Case such Sale shall take place within Twelve Calendar Months next after such Impediment shall be removed.

Purchasers not bound to inquire into any Delay in such Sale.

CLXXIX. No Purchaser from the Company, after the Expiration of the said Space of Ten Years, shall be bound to inquire into the Occasion of the Delay incurred in making any such Sale, or shall be liable to have his or her Title to the Hereditaments by him or her purchased impeached, defeated, or anywise affected by any such Delay, for whatever Cause, any more than if such Sale had been made to him or her and completed within such Space of Ten Years.

Embankment to be proceeded with in limited Time.

CLXXX. If the Company shall not within the Space of Ten Years next after the passing of this Act proceed with the Embankment and Reclamation of all or Part of the said Tracts of Land, all and every the Right, Title, and Powers conferred by this Act upon the Company to and over the same (except such Parts thereof, if any, as shall have been purchased by the Company) shall cease and determine, and the said Tracts of Land, except as aforesaid, shall revert to and become the Property of Her Majesty, Her Heirs and Successors, or of other the Person or Persons, Body or Bodies Corporate, to whom the same would have belonged if this Act and the said repealed Acts had not been passed; or if the Company shall proceed with such Embankment and Reclamation as above mentioned, but shall not complete the whole of the Embankment and Reclamation of the said Tracts of Land within the Term or Space of Twenty-one Years next after the passing of this Act, the Part or Parts of the said Tracts of Land of which the Embankment and Reclamation shall not have been so completed shall, except as aforesaid, revert to and again become the  
Property



*The Norfolk Estuary Act, 1857.*

Property of Her Majesty, Her Heirs and Successors, or of other the Person or Persons, Body or Bodies Corporate, to whom the same would have belonged if this Act and the said repealed Acts had not passed, freed and discharged of and from all Claims and Demands of the said Company or their Assigns, or any Person or Persons whatsoever claiming under or through the said Company.

CLXXXI. It shall be lawful for the Lords Commissioners of Her Majesty's Treasury, at the Expiration of the said Period of Twenty-one Years, to appoint some fit and proper Person, being a Surveyor, to examine into and report which Part or Parts of the said Tracts of Land shall not have been embanked and reclaimed within the said Period of Twenty-one Years, and the Report of the said Surveyor, being enrolled in the Office of Land Revenue Records and Enrolments, shall be conclusive Evidence as to the Part or Parts of the said Tracts of Land (if any) which shall not have been embanked and reclaimed as aforesaid: Provided always, nevertheless, that such Surveyor shall have no Power to examine into or report upon any Lands which under the Powers and Directions of this Act the Commissioners of Her Majesty's Woods shall have previously certified to have been embanked and reclaimed, it being the Meaning of this Act that all such Lands shall for all the Purposes of this Act be deemed and taken to have been at the Time of the granting of the Certificate of the same Commissioners referring thereto duly and completely embanked and reclaimed.

Treasury Surveyor to report what Part of the Tracts of Land shall not have been embanked within 21 Years.

CLXXXII. A Copy of the Order of the Company authorizing or directing the Sale or Letting of any Part of the Lands by or by the Authority of this Act vested in the Company, or the borrowing or raising of any Sum of Money on Mortgage or Bond as aforesaid, certified by the Secretary or Clerk of the Company to be a true Copy, shall be sufficient Evidence of the making of the Order, and of all Matters necessary to the Validity thereof, without any Proof of such Secretary or Clerk having been duly appointed.

Copies of Orders for Sale, &c. to be Evidence.

CLXXXIII. In case any Body Corporate, Drainage Commissioners, Trustees, or other Persons in whom the Duty is or shall be imposed by any Act of Parliament or otherwise of maintaining and executing any Banks or other Works shall be of opinion that any such Banks or other Works would be maintained and executed more effectually or advantageously, or at a lower Price, if maintained and executed by the Company, on account of any Convenience or Advantage resulting from the Works which the Company are by this Act authorized to execute, it shall be lawful for the Company to treat with such Body Corporate, Commissioners, Trustees, or other Persons for the taking upon the said Company, either for a limited Period or otherwise, the

Company may take upon itself Costs of maintaining certain Banks.

[Local.]

26 E

Obligation



*The Norfolk Estuary Act, 1857.*

Obligation of maintaining and executing such Banks or other Works as aforesaid upon such Terms as may be mutually agreed upon between the Parties.

Penalty on Persons wilfully obstructing the Works.

CLXXXIV. If any Person shall wilfully throw or place any Ballast, Rubbish, or other Materials in or upon any Part of the said Works, or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Matter or Thing to obstruct the free Passage of the Watercourses, Roads, Ways, and other Works, or injure or damage any of the Embankments by this Act authorized or required to be done, he and every Person aiding or assisting therein shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence, in addition to the Amount of any actual Damage which may be thereby sustained by the said Company, every such Sum to be recovered in like Manner as Penalties are recoverable under "The Companies Clauses Consolidation Act, 1845."

New Cuts to be Part of Port and Harbour of Lynn, &c.

CLXXXV. Subject to the Provisions of this Act, the Cuts across the Marshes and *Vinegar Middle* shall to all Intents and Purposes be within and Part of the Port and Harbour of *King's Lynn*, and be subject to all the same Rights, Jurisdictions, Powers, and Remedies as are now vested in the Mayor, Aldermen, and Burgesses and the Mooring Harbour Commissioners respectively in respect of the Port and Harbour, and the Cuts and the Banks and Foreshores thereof shall be subject to the same Rights of Navigation and other the public Rights and Privileges as the former and ancient Channel of the River *Ouze* and the Banks and Foreshores thereof were respectively subject to before the passing of the "*Norfolk Estuary Act, 1846.*"

Period for the Diversion of Fisher Fleet.

CLXXXVI. The Company shall within Six Months after the passing of this Act make and complete within the Limits of Deviation shown in that Behalf in the Plans deposited for the Purposes of "*The Norfolk Estuary Act, 1846,*" and according to the Plan thereof agreed to by the Company in the Year 1850, the Channel of *Fisher Fleet*, but the Company shall not be required to maintain the said Fleet, but shall make and maintain the Banks on the North-west and North Side thereof, and the Owners of the Land abutting on the South-east and South Side thereof shall respectively make and maintain the Bank adjoining their respective Estates.

Company to maintain Channels entering the Wash from Injury.

CLXXXVII. The Company shall from Time to Time and at all Times hereafter keep and maintain all the navigable Channels of or entering the Wash from all Injury or Detriment which in the Opinion of the Lord High Admiral of the United Kingdom of *Great Britain and Ireland*, or the Commissioners for executing the Office of  
Lord



*The Norfolk Estuary Act, 1857.*

Lord High Admiral, may be caused or be likely to arise thereto by reason or in consequence of any of the Works of the said Company; and in case the said Company shall neglect or refuse to keep and maintain all such Channels in manner aforesaid, the said Lord High Admiral or the said Commissioners are to be at liberty, and they are hereby authorized and empowered, to do or cause to be done at any Time and from Time to Time all and every such Act and Acts as he or they may consider necessary to keep and maintain all or any one or more of such Channels as aforesaid at the Cost of the said Company.

CLXXXVIII. On any *bonâ fide* Sale or original (but not substituted) Mortgage of any of the Lands by this Act vested in the Company they shall retain out of the Purchase or Mortgage Money a Sum at the Rate of Five Pounds Sterling for every One hundred Pounds thereof, and so in proportion for any fractional Part of One hundred Pounds of the Purchase Money on any such Sale, or of the Money advanced on any such Mortgage, and forthwith from Time to Time lay out and invest the same, in the joint Names of Her Majesty's Paymaster General for the Time being and of the Treasurer of the Company, in or upon such Stocks, Funds, or Government Securities as they shall think fit, until the Capital Sum of Five thousand Pounds Sterling shall be so invested, and the Dividends, Interest, or Income of the said Fund as the same shall from Time to Time accrue or become payable shall be paid to and remain the exclusive Property of the Company, and the said Stocks, Funds, and Securities shall form a Security for the Expense which the said Lord High Admiral or the said Commissioners may from Time to Time be put to in keeping and maintaining the said navigable Channels from Injury or Detriment as aforesaid; and the Receipt of the Treasurer of the Company shall be a sufficient Discharge to the Purchaser or Mortgagee of the said Lands, and he shall not be required to see to the Application of such Money, nor be answerable or liable for the Nonapplication or Misapplication thereof, or required to see that such Five Pounds *per Centum* is or is not so invested.

Provision for Indemnity in regard to Expenses incurred by Admiralty.

CLXXXIX. Provided always, That after the Expiration of Five Years after the Completion of the Works to the Satisfaction of the Admiralty all Moneys then remaining invested according to the Provisions of this Act in the Names of the said Paymaster General and Treasurer shall be paid and transferred, together with all Interests and Dividends, to the said Company, and become their sole Property, freed and discharged from all their further Liabilities respecting such navigable Channels, if such Sums be not then required to make or complete Works for the Maintenance of Navigation from the Effects of the Works of the Company: Provided always, that in case the Company shall

Company's Liabilities to cease after Five Years.



*The Norfolk Estuary Act, 1857.*

shall give Notice in Writing to the said Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, or the Secretary of the Admiralty for the Time being, of their Intention not to prosecute the said Works further than shall have been completed at the Time of the Service of such Notice, then at the Expiration of Five Years from the Service of such Notice (provided the said Lord High Admiral or the said Commissioners shall be of opinion that no Injury or Detriment has in the meantime occurred to the said navigable Channels from the Works of the Company) the said Sum of Five thousand Pounds, or, if any Injury has arisen, then the Balance of the said Five thousand Pounds after making good the said Injury, shall be paid and transferred to the Company, together with all Interest and Dividends then due thereon, freed and discharged from all further Liabilities respecting such navigable Channels.

No Works to be constructed below Water Mark without Consent of Admiralty.

CXC. It shall not be lawful for the said Company to construct in the Sea, or on the Shore of the Sea, or of any Creek, Bay, Arm of the Sea, or navigable River communicating therewith, where and so far up the same as the Tide flows and reflows, any Work, or to construct any Bridge across any Creek, Bay, Arm of the Sea, or navigable River, where and so far up the same as the Tide flows and reflows, 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 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 the said Commissioners for executing the Office of Lord High Admiral may approve of, such Approval being signified as last aforesaid; and where any such Work or Bridge shall have been constructed, it shall not be lawful for the said Company at any Time to alter or extend the same, without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Work or Bridge shall be commenced or completed or be altered or extended contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the said Company.

Power to Admiralty to order local Survey at Expense of the Company.

CXCI. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site



*The Norfolk Estuary Act, 1857.*

Site thereof, the Company shall defray the Cost of every such local Survey and Examination, and the Amount thereof shall be paid by the Company, and if not paid upon Demand may be recovered with Costs as a Penalty is or may be recoverable from the Company.

CXCII. If any Work constructed or to be constructed by the Company in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any Work which affects or may affect any such Water or River, or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, to abate and remove the same or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Costs and Charges of the Company, and the Amount thereof shall be paid by the Company, and be recoverable with Costs of Suit.

Works affecting tidal Waters abandoned may be removed by Admiralty at Expense of Company.

CXCIII. Nothing herein contained shall diminish, prejudice, take away, alter, suspend, or affect any Right, Power, Authority, Privilege, or Jurisdiction 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.

Saving Rights of Admiralty.

CXCIV. Nothing in this Act contained shall extend or be construed to extend to defeat, invalidate, alter, lessen, or affect in anywise howsoever any of the Jurisdictions, Powers, Rights, Privileges, or Revenues by "The Merchant Shipping Act, 1854," given to or vested in the General Lighthouse Authorities in that Act mentioned relating to Lighthouses, Lights, Buoys, and Beacons.

Saving Rights of Trinity House at Deptford Strond.

CXCV. Nothing in this Act contained shall extend or be construed to extend to take away, defeat, invalidate, alter, lessen, or affect in anywise howsoever any of the Jurisdictions, Powers, Rights, Privileges, or Revenues given, granted, appertaining, or belonging to any Commissioners of Sewers acting for any District or Lands in the said Counties of *Norfolk and Lincoln*, or either of them, save and except so far as the same are by this Act expressed to be taken away, defeated, invalidated, altered, lessened, or affected, and so far as regards the several Powers and Authorities given and granted by this Act, which are to be exercised nevertheless with due Regard to such Jurisdictions, Powers, Rights, Privileges, and Revenues respectively hereby declared to be saved and reserved, nor to render any such Commissioners, or any Funds or Property belonging to them or at their Disposal, in any respect liable to the Maintenance or Repairs of any Channels, Banks, or Works to be made or done under the Provisions of this Act, or to render them responsible for any Damage or Injury

Saving Rights of Commissioners of Sewers.

[Local.]

26 F

in



*The Norfolk Estuary Act, 1857.*

in anywise occasioned or to be occasioned hereafter in consequence of any Works or Measures to be taken under the Provisions of this Act.

Saving  
Rights of  
Corporation  
of Bedford  
Level.

CXCVI. This Act or anything herein contained shall not extend or be construed to extend to empower the said Company to have, use, or exercise any Power or Authority over or to intermeddle with any of the Sewers or Works already made or hereafter to be made by the Governor, Bailiffs, or Commonalty of the Company of Conservators of the Great Level of the Fens called *Bedford Level* by virtue of an Act of Parliament passed in the Fifteenth Year of the Reign of King *Charles* the Second, intituled *An Act for settling the Drainage of the Great Level of the Fens called Bedford Level*, or by virtue of any other Act or Statute whatsoever, or to invalidate, lessen, diminish, or take away any of the Rights, Powers, or Authorities vested in the said Governor, Bailiffs, and Commonalty, or in the said Governor, Bailiffs, and Conservators, but that all Rights, Powers, and Authorities whatsoever which by virtue of the said Act made in the Fifteenth Year of the Reign of King *Charles* the Second, or any other Act or Statute, now are vested in the said Governor, Bailiffs, and Commonalty, or in the said Governor, Bailiffs, and Conservators, shall for ever hereafter remain, continue, and be in the said Bailiffs and Commonalty, or Governor, Bailiffs and Conservators, and every of them, as fully and amply to all Intents and Purposes as if this Act had not been passed.

Saving  
Rights of  
Mayor, &c.,  
and the  
Mooring  
Harbour  
Commission-  
ers of Lynn.

CXCVII. Except only as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Privileges, Liberties, Franchises, or Jurisdictions whatsoever of the Mayor, Aldermen, and Burgesses of the Borough of *King's Lynn* and the Mooring Harbour Commissioners respectively by virtue of any Statute, Charter, Prescription, Custom, or otherwise.

Saving  
Rights of  
Corporation  
of Wisbech.

CXCVIII. Nothing in this Act contained shall extend or be construed to extend to alter, abridge, diminish, or take away any of the Rights, Privileges, Liberties, or Franchises, or any former or other Jurisdiction, which the Mayor, Aldermen, and Burgesses of the Borough of *Wisbech* were possessed of or had a Right unto by Charter, Prescription, Custom, or otherwise before the passing of this Act, except so far as the same are by this Act expressly altered or taken away.

Saving  
Rights of  
River Nene  
Commission-  
ers.

CXCIX. Nothing herein contained shall extend or be construed to extend to alter, abridge, diminish, or take away any of the Rights, Powers, or Privileges of or belonging to or exercised by certain Commissioners for improving the Outfall of the River *Nene*, or to injure, prejudice, or damnify any Part of the Buildings, Sluices, Drains, or Works under their Management, Control, or Direction, or to impede

or



*The Norfolk Estuary Act, 1857.*

or stop the Flow and Reflow of the Water up, down, and through a certain Channel called *Kinderleys Cut*, or of the Channel recently made for continuing such Cut towards the Outfall at Sea, but all the same Rights, Powers, and Privileges shall be and remain as fully and effectually as if this Act had not been passed, other than and except the necessary Works absolutely required to be executed under the Authority of this Act.

CC. Nothing in this Act shall alter, abridge, diminish, or take away any of the Rights, Powers, or Privileges of the Commissioners for Drainage and Navigation of the *Middle* and *South* Levels, or of the Commissioners for Drainage and Navigation respectively of the *Eau Brink* Cut, or of the *Ouse* Bank Commissioners, or any of them, except so far as any of such Rights, Powers, or Privileges are by this Act expressly altered, abridged, diminished, or taken away.

Saving Rights of Middle and South Levels and Eau Brink and Ouse Bank Commissioners.

CCI. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the Queen's most Excellent Majesty, Her Heirs and Successors, in right of Her Duchy of *Lancaster*.

Saving Rights of Duchy of Lancaster.

CCII. Provided always, That nothing contained in this Act, or in the Acts herein recited or referred to, shall extend to authorize the Company to purchase, take, use, or interfere with any Land, Soil, or Water, or any Rights in respect thereof, belonging to Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, without the Consent in Writing of Two or more of the principal Officers of the said Duchy (and which Consent such principal Officers or any Two of them are hereby authorized and empowered to give), or belonging to the Duke of *Cornwall* for the Time being, without the Consent of the said Duke testified in Writing under the Privy Seal of the said Duke first had and obtained for that Purpose, or to prejudice, diminish, alter, or take away any of the Rights, Profits, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

Saving Rights of Her Majesty and the Duke of Cornwall.

CCIII. Saving always to the Queen's most Excellent Majesty, Her Heirs and Successors, all such Right, Title, Estate and Interest, Claim and Demand, (other than and except such as are expressly barred and extinguished by this Act, or as are paid for or compensated for in pursuance of this Act,) as Her said Majesty, Her Heirs or Successors, could have had, held, and enjoyed of, into, or out of the said Tracts or any Part thereof in case this Act had not been passed.

Saving the Rights of the Crown.

CCIV. All



---

*The Norfolk Estuary Act, 1857.*

---

Expenses of  
Act.

CCIV. All the Costs and Expenses of soliciting, applying for, and obtaining this Act, and all the Costs and Expenses preliminary, attendant upon, and incident to the same, as well as those incurred by the Commissioners of Drainage, and the Mayor, Aldermen, and Burgesses, and the Mooring Harbour Commissioners, as those incurred by the Company, shall be borne and defrayed by the Company out of the Moneys now in their Hands or which shall hereafter come into their Hands.



---

*The Norfolk Estuary Act, 1857.*

---

SCHEDULE referred to in the foregoing Act.  

---

---

SECTIONS OF THE REPEALED ACTS CONTINUED IN FORCE  
BY THIS ACT.  

---

## THE NORFOLK ESTUARY ACT, 1846.

## Section 22.

And for the Purpose of providing against Deficiencies in the Tithes or Rent-charge in lieu of Tithes, or in the Assessments for Land Tax, Poor Rates, Highway Rates, and other Parochial Rates occasioned by the Works authorized by this Act in the several Parishes or Places wherein the same or any Part thereof may be situate, be it enacted, That if the said Company shall by virtue of this Act become possessed of any Lands subject to Tithes or Rentcharge in lieu of Tithes or to Land Tax, or liable to be assessed to the aforesaid Rates, or any of them, the said Company shall from Time to Time be liable to make good the Deficiency in Tithes or Rentcharge in lieu of Tithes, or in the Assessments for the Land Tax and the several Rates aforesaid, or any of them, arising within such Parishes or Places by reason of such Lands having been taken or used for the Purposes of this Act; and any Deficiency shall be computed according to the Rental at which such Lands were valued or rated at the Time of the passing of this Act, and the said Company shall on Demand pay such Deficiency to the Person entitled to Tithes or Rentcharge in lieu of Tithes, or to the Collector of the said Assessments respectively (as the Case may be); but it shall be lawful for the Company at any Time to redeem such Land Tax, if they shall think proper to do so.

Providing for  
Deficiency in  
Tithes or Land  
Tax.

## Section 29.

And be it enacted, That the Maps or Plans by this Act directed to be deposited in the chief Office of the said Company as aforesaid when so deposited shall remain open for the Inspection of all Persons claiming in any Manner to be interested in respect to the Boundary Line described in the said Maps or Plans, who shall have Liberty at all reasonable Times to inspect the same, paying to the Clerk or Secretary to the said Company for every Inspection the Sum of Two Shillings and Sixpence; and Copies of such Maps or Plans, or Extracts from the same, respectively certified by the Clerk or Secretary to the said Company, or any One of the Commissioners of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, shall be and are hereby declared to be good Evidence as to the said Boundary Line in all Courts of Law or elsewhere, and no Evidence shall be necessary of the Appointment as Clerk or Secretary to the said Company of the Person certifying such Copies or Extracts.

Maps when  
deposited to  
be open to  
Inspection.



*The Norfolk Estuary Act, 1857.*

## Section 33.

Plan, &c. to be deposited with Secretary of the Admiralty, and to be approved of before Work commenced.

And be it enacted, That previous to the Commencement of any of the Works hereby authorized to be constructed the said Company shall deposit with the Secretary of the Admiralty, at the Admiralty Office, Whitehall, Plans and Working Drawings of each and every Part of the said Works, and the said Company shall not construct the said Works, or either or any of them, or any Works connected therewith, until such Plans and Working Drawings have been deposited as aforesaid, nor until the same shall have been approved by the said Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, in Writing under the Hand of the Secretary of the Admiralty; and also while such Works are in progress, and from Time to Time, if required by the said Lord High Admiral or the said Commissioners, the said Company shall make an accurate Survey of all the navigable Channels of the Wash at the Expense of the said Company, and deposit the same in manner aforesaid, together with Plans and Working Drawings showing the Progress made in all such Works, so as to serve as a Guide for the future Extension of the said Works, and no Work shall be carried further than the Shoal called "Lloyd's Middle" without a separate Consent of the Lord High Admiral, or of the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty.

## Section 36.

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

Certificate to be deposited.

And be it enacted, That if any Omission, Mis-statement, or erroneous Description shall have been made of any Lands, or of the Owners, Lessees, or Occupiers of any Lands, described on the said Plans or Books of Reference, it shall be lawful for the Company, after giving Ten Days Notice to the Owners of the Lands affected by such proposed Correction, to apply to Two Justices for the Correction thereof; and if it shall appear to such Justices that such Omission, Mis-statement, or erroneous Description arose from Mistake, they shall certify the same accordingly, and they shall in such Certificate state the Particulars of any such Omission, and in what respect any such Matter shall have been mis-stated or erroneously described; and such Certificate shall be deposited with the Clerks of the Peace of the several Counties in which the Lands affected thereby shall be situate, and shall also be deposited with the Parish Clerks of the several Parishes in which the Lands affected thereby shall be situate, and such Certificate shall be kept by such Clerks of the Peace and Parish Clerks respectively along with the other Documents to which they relate, and thereupon such Plans and Books of Reference shall be deemed to be corrected according to such Certificate, and it shall be lawful for the Company to make the Works in accordance with such Certificate.

## Section 37.

Copies of Plans, &c. or of Alterations to be Evidence.

And be it enacted, That true Copies of the said Plans and Books of Reference, or of any Alteration of Correction thereof or Extract therefrom certified by any such Clerk of the Peace, which Certificate such Clerk of the Peace shall give to all Parties interested when required, shall be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Section



---

*The Norfolk Estuary Act, 1857.*

---

## Section 38.

And be it enacted, That it shall be lawful for the Company to deviate from the Line delineated on the Plans of the said new Cut so deposited, provided that no such Deviation shall extend to a greater Distance than the Limits of Deviation delineated upon the said Plans, nor to a greater Extent in passing through a Town, Village, or Lands continuously built upon than Ten Yards, or elsewhere to a greater Extent than One hundred Yards from the said Line, and that the Cut by means of such Deviation be not made to extend into the Lands of any Person, whether Owner, Lessee, or Occupier, whose Name is not mentioned in the Books of Reference, without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein provided for in Cases of unintentional Errors in the said Books of Reference.

As to Limits of Deviation from Lines marked on Plans.

## Section 43.

Provided always, and be it enacted, That nothing in this Act contained shall extend to empower the said Company to injure the Drainage of any Lands adjoining the said Tracts of Land, nor to prevent the free Discharge of the Waters of the said River Ouze or any other such Rivers or Streams as aforesaid, or to injure or impede the Navigation and Drainage of or by the same respectively.

The Company not to injure Drainage of Lands or Navigation of Rivers.

## Section 45.

And to enable the said Lord High Admiral, or the said Commissioners for executing the said Office of Lord High Admiral, to form a Judgment of any such Work or Bridge, it is hereby enacted, That Three Calendar Months Notice in Writing shall be given by the said Company to the Secretary of the Admiralty of every such Work or Bridge intended to be made, which Notice shall be accompanied by a Plan and Specification of the said Work or Bridge so intended to be made.

Notice to be given to the Admiralty of Works, &c. intended to be made.

## Section 50.

And whereas an Act of Parliament was passed in the Thirteenth Year of the Reign of His late Majesty King George the Third, intituled "An Act for the better Regulation and Government of the Pilots conducting Ships and other Vessels to and out of the Port of King's Lynn, and of the Bridgemen conducting Gangs of Lighters or Barges to or from the same, and for laying down Moorings in the Harbour of the said Port, and for preventing Mischief by Fire therein:" And whereas another Act of Parliament was passed in the Tenth Year of the Reign of His late Majesty King George the Fourth, intituled "An Act for more effectually supplying the Inhabitants of the Borough of King's Lynn with Water, and for regulating the Markets and Vessels using the Port thereof:" And whereas another Act of Parliament was passed in the Fourth Year of the Reign of Her present Majesty, intituled "An Act to alter and amend an Act passed in the Thirteenth Year of the Reign of King George the Third, for the better Regulation of Pilots and Bridgemen, and for laying down Moorings and preventing Mischief by Fire

Substituted Channel to be subject to Provisions of Lynn Port and Harbour Acts.

13 G. 3. c. 30.

10 G. 4. c. 5.

4 & 5 Vict. c. 47.

" in



*The Norfolk Estuary Act, 1857.*

“ in the Port of King’s Lynn:” Now be it enacted, That the said last-mentioned Acts shall, as soon as the said new Cut shall be completed and opened, be deemed and held to include and comprise and apply to the said new Cut as if the same were Part of the present Channel of the said River Ouze below the Town of King’s Lynn aforesaid.

## Section 51.

Buildings, &c.  
not to be erected  
on the Banks or  
Forelands.

And be it enacted, That it shall not be lawful for the said Company, nor for any other Person or Persons whomsoever, to erect or place any Tenement, Building, or Erection whatsoever upon the Banks or Forelands of the said new Cut, so as to endanger the Security of the said Banks, or to diminish the Waterway between the same, or to impede the Navigation or Drainage through or by the said Cut or the said extended or diverted Outfalls, or any of them, or the Passage of the Waters along the same, or along the Forelands thereof.

## Section 52.

No Ferry to be  
used within  
One Mile of  
West Lynn  
Ferry.

And be it enacted, That it shall not be lawful for the said Company nor for any Person or Persons to convey for Hire any Person, or any Carriage, Horse, Beast, or other Cattle, nor any Stones, Brick, Lime, Manure, or any other Article or Thing, across the said new Cut within One Mile from the present Ferry Landing Place at West Lynn, with Intent to evade the Payment of the Tolls and Charges payable at the Ferry now established between King’s Lynn aforesaid and West Lynn; and if any Person or Persons shall act contrary to this Provision, every such Person shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

## Section 76.

Company may  
convey Part of  
Tracts of Land  
by way of  
Compensation.

And be it enacted, That it shall be lawful for the said Company to allot and convey to every or any other Proprietor or Proprietors of Land adjoining to the said Tracts of Land, or either of them, any Part or Parts of the same Tracts respectively which he or they (whether entitled in Fee or for Life only) shall agree to accept by way of Purchase, and in lieu and in compensation for the whole or in part of his or their Rights and Interests into, out of, or over the same Tracts respectively, but which said Allotments shall be respectively held by the same Titles, and subject to the same Uses, Estates, and Charges, by and subject to which such adjoining Lands are or shall be respectively holden.

## Section 94.

Roads and  
Watercourses  
to be continued  
to the Sea.

And to the Intent that the said Undertaking may be carried on and accomplished with as little Inconvenience to the Public or Injury to private Property as possible, be it enacted, That the said Company shall continue over the said Lands, with as little Delay as practicable, all the public or private Roads which at the Time of the passing of this Act extend to or terminate in or upon or are contiguous to the said Tract or other Land vested in the said Company, in as direct a Line as Circumstances will permit, or the said Company shall make such other Roads as shall be necessary for the Prevention of any Inconvenience to the Public which may arise from Loss of or Difficulty of Access to the Sea; and the said Company shall also, at the like Expense, make, construct, and

maintain



*The Norfolk Estuary Act, 1857.*

maintain upon and through the said Tracts of Land to each respective navigable Channel proper and sufficient Watercourses and Tunnels in continuation of or by way of substitution for any Watercourses and Tunnels which at the Time of the passing of this Act shall extend into, upon, through, or over the said Tracts from or over any of the Lands adjoining thereto, so as to afford to the Owners and Occupiers of such adjoining Lands, and their Workmen and Servants, the like Advantages of Communication with the Sea by means of the said extended Watercourses and Tunnels (Distance only excepted) as they at present enjoy; and the said Company shall allow to the Public and the Owners of the said adjoining Lands respectively the free landing and loading over the Embankments at the Termination of the said Roads, Watercourses, or Tunnels, or in other necessary and convenient Places, of all Goods, Wares, or Merchandise, Shells, Seaweed, or Manure, from or upon Carts, Lighters, or other Vessels, but nothing herein contained shall authorize the landing or loading of Goods, Wares, or Merchandise at any other Parts of the said Embankment than the public and free Landing Places so to be appointed, or to use and exercise any more extended Right of landing or loading than is or has been enjoyed at or previous to the passing of this Act.

## Section 97.

And be it enacted, That full Compensation shall be made by the said Company for any Loss or Damage which shall ensue to any Person or Body Corporate in consequence of the Nonfeasance or Misfeasance of any Act or Thing which the said Company are hereby directed to do or not to do (as the Case may be), whether in respect of Drainage, Navigation, Irrigation, Right to Tithes or Rentcharge in lieu of Tithes, Right of Wharfage, Right of digging and carrying away Stone, Shingle, Seaweed, Sand, Shells, or other Things.

Compensation to be made for any Damage to be done by the Company.

## Section 106.

And be it enacted, That it shall be lawful for Two or more Justices of the Peace acting within their Jurisdiction from Time to Time to appoint such fit and proper Person as shall be nominated to them by any Three Directors of the said Company for that Purpose to be a Special Constable within the said Tracts of Land or any Part or Section thereof, and every Person so appointed shall take an Oath, to be administered by the said Justices, duly to execute the Office of a Constable for the Precinct to which he shall be appointed; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace and for the Security of Persons and Property against Felonies and other unlawful Acts within the Limits of the said Precinct, and shall have, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending of Offenders, as well by Night as by Day, and for doing all Acts, Matters, and Things for the Preservation, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable, and upon his Dismissal or Removal

Justices to appoint Special Constables.

[Local.]

26 H

all



*The Norfolk Estuary Act, 1857.*

all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

## Section 107.

General Power  
to Justices to  
administer  
Oaths.

And be it enacted, That in all Cases in which any Justice of the Peace is authorized by this Act to examine any Person, or take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath or to receive the Affirmation of any Person being a Quaker before he shall be examined by or before such Justices.

## Section 108.

Person making  
false Declaration  
to be guilty  
of Misdemeanor.

5 & 6 W. 4.  
c. 62.

And be it enacted, That where for the Purpose of this Act a Declaration is directed to be used for the Purpose of the Confirmation of any written Instruments or Allegation, or of the Execution of Deeds or other Matters, the same may be made in the Form prescribed in the Schedule to an Act passed in the Sixth Year of the Reign of His late Majesty King William the Fourth, intituled “ An Act to repeal an Act of the present Session of Parliament, intituled ‘ An Act for the more effectual Abolition of Oaths and Affirmations taken and made in various Departments of the State, and to substitute Declarations in lieu thereof, and for the more entire Suppression of voluntary and extra-judicial Oaths and Affidavits, and to make other Provisions for the Abolition of unnecessary Oaths,’ ” or as near thereto as the Circumstances of the Case will admit, and shall be of the like Force and Effect as if an Affidavit or Affirmation in Writing had been made; and if any Declarations so made shall be false or untrue in any material Particular, such Person wilfully making such Declaration shall be deemed guilty of a Misdemeanor.

## Section 109.

For compelling  
the Attendance  
of Witnesses.

And be it enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of or for any Offence committed against this Act, or any Matter which is hereby referred to any Justice of the Peace, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expenses, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath or (in the Case of a Quaker) Affirmation to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

## Section 110.

Directors em-  
powered to  
grant Release  
to Witnesses.

And be it enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, against or by or on behalf of the said Company, in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall



*The Norfolk Estuary Act, 1857.*

shall be lawful for any Three or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purposes of qualifying any Person to give Evidence as a Witness in such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, and also to do any other Act, Matter, or Thing in such Action, Suit, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release, Matter, and Thing shall be as valid and effectual in all respects and to all Intents and Purposes whatsoever as if the same were made under the Seal of the Company.

## THE NORFOLK ESTUARY AMENDMENT ACT, 1849.

## Section 14.

And be it enacted, That for better enabling the said Commissioners of Drainage to raise and pay the said Sum of Sixty thousand Pounds to be so contributed by them by the Instalments aforesaid, it shall be lawful for the said Commissioners of Drainage, and they are hereby empowered, (over and above or in addition to the several Sums of Money by them authorized to be borrowed in and by any of the said last-mentioned Acts,) at any of their General or other Meetings to borrow, provide, and raise, or to order and direct to be borrowed, provided, and raised, all or any Instalment or Instalments or other Part or Parts of the same Sum of Sixty thousand Pounds from the Commissioners authorized and empowered to issue and advance Exchequer Bills for the carrying on Public Works in Great Britain by virtue of any Act or Acts of Parliament now in force for that Purpose, or from any other Body or Bodies, or Person or Persons, upon any Mortgage or Mortgages of all or any or any Part or Parts of the several Navigation Tolls respectively charged, imposed, and made payable, and authorized to be demanded and received to and for the Use of the said Commissioners of Drainage by the several Provisions of the said recited Acts for the improving of the Drainage of the said Middle and South Levels or any of them, or this Act, (subject and without Prejudice to any Mortgages of the Taxes, Tolls, Revenues, and other Properties subsisting at the Time of the passing of this Act, and to the Payment of any Sum of Money arising from the said Tolls, and directed to be applied for the Protection of the Town and Harbour of King's Lynn in manner mentioned in the said Act passed in the Session of the First and Second Years of King William the Fourth,) which the said Commissioners of Drainage shall from Time to Time think proper so to provide and raise, and for any Five or more of the said Commissioners of Drainage, pursuant to any such Order or Direction as aforesaid, to mortgage or assign by any Deed under their Hands and Seals, duly stamped, and wherein the Consideration shall be truly stated, the said several Navigation Tolls (subject as aforesaid) to any Body or Bodies or Person or Persons who shall lend and advance any such Sum or Sums of Money as aforesaid as a Security by way of Mortgage for the Repayment of the same Sum or Sums of Money, with Interest for the same not exceeding the Rate of Five Pounds per Centum per Annum; and Copies of all such Mortgages, Assignments, and Conveyances shall be entered by the Clerk to the said Commissioners in a Book or Books to be kept by the said Commissioners for

Power for the Drainage Commissioners to borrow Moneys on Mortgage of the Tolls.

Copies of all such Mortgages to be entered by Clerk of Commissioners, &c

that



*The Norfolk Estuary Act, 1857.*

that Purpose, and every such Book may be inspected at all reasonable Times by any of the said Commissioners, or any Person or Persons interested, without Fee or Reward.

## Section 15.

Form of Mortgage by Commissioners of Drainage of Tolls.

And be it enacted, That every Mortgage, Assignment, and Conveyance to be made by the said Commissioners of Drainage of the said Tolls may be made in the Form or to the Effect following, with such other Provisions and Stipulations to be inserted therein as the said Commissioners of Drainage and the Body or Bodies, Person or Persons, who shall advance or lend such Sum or Sums of Money shall mutually agree upon, or as the Case may require, subject nevertheless as herein-after provided in respect to any Sum or Sums to be lent and advanced by the said Commissioners for the Issue of Exchequer Bills; (that is to say,)

WE, whose Names are hereunto subscribed and Seals affixed, being of the Eau Brink Commissioners of Drainage, acting in execution of an Act of Parliament passed in the First and Second Years of the Reign of King William the Fourth, intituled "An Act to alter, amend, and enlarge the Powers of the several Acts now in force relating to the new River or Cut from Eau Brink to King's Lynn in the County of Norfolk, called the Eau Brink Cut, and to raise further Funds for carrying the said Acts into execution," and of the several other Acts to which the Title of the said first-mentioned Act refers, by virtue of the Power and Authority given to us by an Act passed in the Session of the Twelfth and Thirteenth Years of Queen Victoria, intituled [*here set forth the Title of this Act*], and in consideration of the Sum of \_\_\_\_\_ at or before the Execution of these Presents paid by *A.B.*, of *C.D.* in the County of *E.*, to the Treasurer of the said Commissioners of Drainage, as appears by his Receipt for the same indorsed hereon, do bargain, sell, and assign unto the said *A.B.*, their Successors or Assigns, or their Executors, Administrators, and Assigns, (*as the Case may be,*) all and singular the \_\_\_\_\_ (*as the Case may be,*) and all the Moneys which shall arise therefrom or in respect thereof, which by the said first-mentioned Act the said Commissioners of Drainage are empowered to mortgage and assign as a Security by way of Mortgage for the Repayment of any Principal Sum or Sums of Money to be borrowed, provided, or raised by the said Commissioners under the Authority of the said first-mentioned Act: To have and to hold the said \_\_\_\_\_ (*as the Case may be,*) and the Moneys arising therefrom, unto the said *A.B.*, their Successors and Assigns, or his, her, or their Executors, Administrators, and Assigns, (*as the Case may be,*) henceforth until the said Sum of \_\_\_\_\_ Pounds, together with Interest for the same after the Rate of \_\_\_\_\_ per Centum per Annum, to be computed from the Day of the Date hereof, shall be fully repaid and satisfied to them (*or to him, her, or them, as the Case may be,*) such Interest to be paid by half-yearly Payments on the \_\_\_\_\_ Day of \_\_\_\_\_ and the \_\_\_\_\_ Day of \_\_\_\_\_ in every Year in the meantime, until the said Sum of \_\_\_\_\_ Pounds shall be fully repaid and satisfied as aforesaid. Given under our Hands and Seals the \_\_\_\_\_ Day of \_\_\_\_\_ in the Year of our Lord One thousand eight hundred \_\_\_\_\_ and \_\_\_\_\_

Section



*The Norfolk Estuary Act, 1857.*

## Section 19.

And be it enacted, That it shall be lawful for all and every Bodies and Body and Person and Persons to whom any Mortgage Security shall have been made under any of the Powers or Provisions respectively aforesaid, or to whom any such Mortgage Security, or any Interest therein, shall have been transferred or shall have descended or passed, or who shall be entitled to the same, or to the Principal Money and Interest thereby secured, or any Part or Portion thereof, and he, she, and they is and are hereby respectively empowered from Time to Time, by any Writing under their Corporate Seal or Seals, or under his, her, or their Hand and Seal or Hands and Seals, as the Case may be, to transfer such Security or any Share thereof or Interest therein, and all or any Part of the Moneys due or to become due thereon, to any Person or Persons whomsoever; and every such Transfer, and every Will, Administration, or other Evidence by which any such Security or the Principal Sum or Interest thereby secured, or any Part thereof, shall descend or pass, shall be produced or notified to the Clerk of the said Commissioners of Drainage or to the Clerk or Secretary of the said Company, as the Case shall be, who shall cause a Memorial thereof specifying the Date thereof, and the Names, Additions, and Places of Abode of the several Parties thereto, and the Sum or Sums of Money which shall be therein mentioned to be transferred or which shall descend or pass thereby, to be entered in the said Book or Books in which the said original Securities are hereby directed to be entered, for the Entry of which said Memorial the Clerk of the said Commissioners, or the Clerk of the said Company, as the Case shall be, shall be paid the Sum of Five Shillings, and no more, by the Person producing or notifying such Transfer, Will, Administration, or other Evidence as aforesaid; and after such Entry made of such Memorial as aforesaid, and not sooner or otherwise, the Person or Persons claiming under or by virtue of such Transfer, Will, Administration, or other Evidence as aforesaid shall be entitled to the Benefit thereof, and of the original Security, or of the Interest therein, which shall have been thereby transferred or shall have thereby descended or passed.

Power for Mortgagees to transfer their Securities.

## Section 20.

And be it enacted, That the several Bodies and Persons to whom such several Mortgage Securities shall have been respectively made or granted by the said Commissioners of Drainage, or by the said Company, as the Case shall be, by the Authority of this Act as aforesaid, and their respective Successors, Heirs, Executors, Administrators, and Assigns, who shall from Time to Time by virtue of their several Securities be Creditors respectively upon the said several Tolls, Sands, Channel, and Premises, except the said Commissioners for the Issue of Exchequer Bills, shall be Creditors in an equal Degree one with another upon and in respect of the same Tolls, Sands, Channel, and Premises respectively which shall be comprised in their respective Securities, and according to the respective Securities and Interest which the said Bodies and Persons respectively may have upon and in the said Tolls, Sands, Channel, and Premises respectively, and according to the Amount or Portion of the respective Principal Sums of Money secured to them respectively; and any One or more of the said several Bodies or Persons, or his, her, or their respective Successors,

Mortgagees to be Creditors in an equal Degree.

[Local.]

26 I

sors,



*The Norfolk Estuary Act, 1857.*

sors, Heirs, Executors, Administrators, or Assigns, except as aforesaid, shall not have any Preference over any of the others of them claiming under any such Security of the same Nature and upon the same Premises, or his, her, or their respective Successors, Heirs, Executors, Administrators, or Assigns, by reason of any Priority in the Date of such respective Securities or any of them, or in the Time of advancing the Moneys for which the same shall have been respectively granted.

## Section 21.

The Treasurer, &c. of the Commissioners to pay the Interest of the Moneys half-yearly.

And be it enacted, That the Treasurer for the Time being of the said Commissioners of Drainage, or, in case of his Default, then any Collector of the said Commissioners, shall, upon receiving Notice in that Behalf from any Mortgagee or Assignee for the Time being entitled to any Security which shall have been so granted as aforesaid, and he is hereby authorized and required, with and out of the Tolls and the Rents and Profits of the Sands and Channel respectively comprised in or charged by such Security, to pay and keep down the yearly Interest mentioned in and secured by such Security by equal half-yearly Payments when and as the same shall become due from and out of the Moneys, Funds, or Premises respectively charged therewith to the Body or Bodies or Person or Persons for the Time being entitled thereto.

## Section 22.

In default of Payment Tolls to vest in and be received by the Mortgagees.

And be it enacted, That in case any such Principal Sum or Sums of Money shall not be paid by the said Commissioners or their Treasurer or Collector to any Body or Bodies or Person or Persons entitled to receive the same at the Expiration of Twelve Calendar Months next after Notice for that Purpose given by him or them to the said Commissioners or their Treasurer, then and in such Case the said several Tolls, Moneys, Sands, Channel, and Premises which shall have been made liable to and charged with the Payment thereof respectively shall thereupon and thenceforth vest in the Mortgagee or all the Mortgagees thereof for the Time being, and their respective Successors, Heirs, Executors, Administrators, and Assigns, or in some other Person or Persons to be nominated by them, or by the major Part of them in Number and Amount, in trust for all of them, according to their respective Amounts of the several Principal Moneys which shall then be due and owing to them respectively by virtue of their said several Securities, until all the said Principal Moneys and Interest and all further and accruing Interest due thereon respectively shall be proportionably and fully paid and satisfied to the said several Mortgagees, or their respective Successors, Executors, Administrators, or Assigns, together with the Costs and Charges which shall have been occasioned to them respectively by the Nonpayment of the same Principal Moneys and Interest, or any of them, or any Part thereof respectively; and the said several Mortgagees, and their respective Successors, Heirs, Executors, Administrators, and Assigns, shall have all such and the same Powers, Means, Rights, and Remedies for collecting, recovering, and receiving the said Tolls and Moneys, and the Rents, Profits, and Proceeds of the said Sands, Channel, and Premises, or such of them or such Part or Parts thereof as shall be so mortgaged to them respectively as aforesaid, as the said Commissioners of Drainage or their Treasurer or Collectors would have had in case the said Mortgage Securities had not been respectively granted.

Section



---

*The Norfolk Estuary Act, 1857.*

---

## Section 23.

Provided always, and be it enacted, That no Sum of Money or Sums of Money shall be borrowed or taken up at Interest by the said Commissioners of Drainage upon any Mortgage or other Security under the Authority of this Act, unless the Intention to propose the borrowing of the same shall be advertised in the Notice of the Meeting at which the borrowing thereof shall be ordered or directed.

Notice to be given of Intention to borrow Money.

## Section 25.

And be it enacted, That, notwithstanding the said Drainage Commissioners have consented and agreed to the Payment of the said Sixty thousand Pounds as aforesaid, nothing herein contained shall be construed into a Right at any Time or Times hereafter, under any future Act of Parliament, to tax the Lands subject to the Payment of the said Eau Brink Tax, or the Owners or Tenants thereof, or of any of them, for or towards or by way of Contribution to the said Cuts, Works, or Undertaking, or any Part thereof, or any other Works hereafter to be made or done for carrying out the said Undertaking, it being fully understood and agreed by all Parties that the Consent of the said Drainage Commissioners to the said Payment of Sixty thousand Pounds was given expressly on the Condition and Understanding that the said Sum of Sixty thousand Pounds should be by the said Company accepted in full Acquittance, Discharge, and Exoneration for ever hereafter of the said Parties and their Lands from further contributing to the same, and should be accepted as a final and complete Contribution by and on behalf of the said Commissioners and the Owners of Land subject to the Eau Brink Tax towards the said Costs of executing the said Cuts and Works by the said Company.

Contribution of 60,000*l.* to be accepted in full, and be final.

## Section 29.

And be it enacted, That when and so soon as the whole Sum of Sixty thousand Pounds in this Act mentioned as the Contribution by and on the Part of the said Mayor, Aldermen, and Burgesses shall have been fully paid and advanced to the said Company in manner in this Act in that Behalf provided, it shall be lawful for the said Mooring Harbour Commissioners, with the Consent of the said Mayor, Aldermen, and Burgesses, and of such Persons as shall have advanced Money on the Credit of the Rates or Duties by this Act granted, and which shall then remain unpaid, from Time to Time to reduce all or any of the said Rates or Duties by this Act granted, and again and as often as they shall think proper, either with or without such Consent as aforesaid, to raise the same to any Sum or Sums of Money not exceeding the respective Rates or Duties by this Act granted, and such advanced or lowered Rates and Duties may be collected, recovered, and applied in the same Manner as the Rates and Duties herein mentioned are directed to be collected, recovered, and applied.

Rates and Duties may be varied.

## Section 30.

And be it enacted, That for enabling the said Mayor, Aldermen, and Burgesses of the Borough of King's Lynn to pay the said Sum of Sixty thousand Pounds to be so contributed by them by Instalments as aforesaid, it shall be lawful for the said Mooring Harbour Commissioners acting in

Power to borrow all or any Part of this 60,000*l.* on Mortgage or Bond.

execution



*The Norfolk Estuary Act, 1857.*

execution of the said Acts respectively passed in the Thirteenth Year of King George the Third and in the Session of the Fourth and Fifth Years of Her present Majesty, and they are hereby required, by the Order and for the Use of the said Mayor, Aldermen, and Burgesses, for the Purposes of this Act (over and above and in addition to the Sums of Money by the said last-mentioned Acts, or either of them, authorized to be borrowed), to borrow on Mortgage or on Bond all or any Instalment or Instalments or Part or Parts of the same Sum of Sixty thousand Pounds, and for securing the Repayment of the Money so borrowed, with Interest, to mortgage the Rates and Duties last herein-before authorized to be received, or give Bonds in manner herein-after mentioned.

## Section 31.

In case of Default in Payment by Mayor, &c., Power to Norfolk Estuary Company to raise the Sum unpaid by Mortgage.

And be it enacted, That in case Default shall be made by the said Mayor, Aldermen, and Burgesses in Payment to the said Company of Proprietors of the Norfolk Estuary of any Instalment or Part of any Instalment of the said last-mentioned Sum of Sixty thousand Pounds for the Space of Three Calendar Months next after the Time or respective Times at which the same is hereby appointed to be paid, and whereon the same ought to be paid, under the Authority of this Act, then and in such Case, and at any Time after the Expiration of such Three Calendar Months as last aforesaid, it shall be lawful for the said Company of Proprietors of the Norfolk Estuary from Time to Time to borrow on Mortgage every or any such Instalment in Payment of which such Default shall happen to be made, and for securing the Repayment of the Money so borrowed, with Interest, to mortgage the Rates and Duties last herein-before by this Act authorized to be received in manner herein-after mentioned.

## Section 32.

Power to re-borrow.

And be it enacted, That if any Sum so authorized to be borrowed on Mortgage or Bond shall be paid off by the said Mooring Harbour Commissioners, it shall be lawful for them again to borrow the Amount so paid off, and so from Time to Time, but such Power of re-borrowing shall not be exercised unless the Money be so re-borrowed in order to pay off any existing Mortgage or Bond.

## Section 33.

Mortgages and Bonds of Commissioners.

And be it enacted, That every Mortgage and Bond for securing Money borrowed by the said Mooring Harbour Commissioners shall be by Deed under the Hands and Seals of any Three or more of the same Commissioners, duly stamped, and wherein the Consideration shall be truly stated, and every such Mortgage Deed or Bond may be according to the Form in the Schedule (A.) or (B.) to this Act annexed, or to the like Effect.

## Section 34.

Mortgages of Company.

And be it enacted, That every Mortgage for securing Money to be borrowed by the said Company as last aforesaid shall be by Deed under the Common Seal of the Company, duly stamped, and wherein the Consideration shall be truly stated, and every such Mortgage Deed may be according to the Form in the Schedule (C.) to this Act annexed, or to the like Effect.

Section



*The Norfolk Estuary Act, 1857.*

## Section 35.

And be it enacted, That the respective Mortgagees for any Part of the said last-mentioned Sum of Sixty thousand Pounds so authorized by this Act to be borrowed as last aforesaid shall be entitled one with another to their respective Proportions of the Rates and Duties comprised in such Mortgage, according to the respective Sums in such Mortgage mentioned to be advanced by such Mortgagees respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another, or above the Bond Creditors of the said Mooring Harbour Commissioners, by reason of the Priority of the Date of any such Mortgage, or of the Meeting at which the same was authorized, or on any other Account whatsoever.

Rights of Mortgagees.

## Section 36.

And be it enacted, That the respective Obligees in such Bonds authorized by this Act shall, proportionably according to the Amount of the Moneys secured thereby, be entitled to be paid out of the said Rates or Duties the respective Sums in such Bonds mentioned and thereby intended to be secured, without any Preference one above another, or above the Mortgagees of the said Mooring Harbour Commissioners, by reason of Priority of Date of any such Bond, or of the Meeting at which the same was authorized, or otherwise howsoever.

Rights of Obligees.

## Section 37.

And be it enacted, That a Register of Mortgages and Bonds shall be kept by the said Mooring Harbour Commissioners, or, as the Case shall be, by the Clerk or Secretary of the said Company, and within Fourteen Days after the Date of any such Mortgage or Bond an Entry or Memorial, specifying the Number and Date of such Mortgage or Bond and the Names of the Parties thereto, with their proper Additions, shall be made in such Register, and such Register may be perused at all reasonable Times by any Mortgagee or Bond Creditor, or by any Person interested in any such Mortgage or Bond, without Fee or Reward.

Register of Mortgages and Bonds.

## Section 38.

And be it enacted, That from Time to Time any Party entitled to any such Mortgage or Bond may transfer his Right and Interest therein to any other Person by Deed duly stamped, wherein the Consideration shall be truly stated, and every such Transfer may be according to the Form in the Schedule (D.) to this Act annexed, or to the like Effect.

Transfer of Mortgages and Bonds.

## Section 39.

And be it enacted, That within Thirty Days after the Date of every such Transfer, if executed within the United Kingdom, or otherwise within Thirty Days after the Arrival thereof in the United Kingdom, it shall be produced to the Clerk of the said Mooring Harbour Commissioners, or, as the Case shall be, the Clerk or Secretary of the said Company, and thereupon such Clerk or Secretary, as the Case may be, shall cause an Entry or Memorial thereof to be

Entry of Transfers of Mortgages and Bonds.

[Local.]

26 K

made



*The Norfolk Estuary Act, 1857.*

made in the same Manner as in the Case of the original Mortgage, and after such Entry every such Transfer shall entitle the Transferee, his Executors, Administrators, or Assigns, to the full Benefit of the original Mortgage or Bond in all respects; and no Party having made such Transfer shall have Power to make void, release, or discharge the Mortgage or Bond so transferred, or any Money thereby secured, and for such Entry the said Mooring Harbour Commissioners, or the Clerk or Secretary of the said Company, as the Case shall be, may demand a Sum not exceeding the Amount of Two Shillings and Sixpence.

## Section 40.

Payment of  
Interest.

And be it enacted, That the Interest of the Money borrowed upon any such Mortgage or Bond shall be payable and paid half-yearly to the several Parties entitled thereto.

## Section 41.

Transfer of  
Interest to be  
stamped.

And be it enacted, That the Interest on any such Mortgage or Bond shall not be transferable except by Deed duly stamped.

## Section 42.

Repayment of  
Money bor-  
rowed at fixed  
Time.

And be it enacted, That the said Mooring Harbour Commissioners, or, as the Case shall be, the said Company, may, if they think proper, fix a Period for the Repayment of the Principal Money so borrowed, with the Interest thereof, and in such Case the said Commissioners or the said Company shall cause such Period to be inserted in the Mortgage Deed or Bond, and upon the Expiration of such Period the Principal Sum, together with the Arrears of Interest thereon, shall be paid to the Party entitled to such Mortgage or Bond.

## Section 43.

Repayment of  
Money bor-  
rowed where  
no Time fixed.

And be it enacted, That if no Time be fixed in the Mortgage Deed or Bond for the Repayment of the Money so borrowed, the Party entitled to the Mortgage or Bond may, at the Expiration or at any Time after the Expiration of Twelve Months from the Date of such Mortgage or Bond, demand Payment of the Principal Money thereby secured, with all Arrears of Interest, upon giving Six Months previous Notice for that Purpose, and the Mooring Harbour Commissioners may at all Times pay off the Money borrowed, or any Part thereof, on giving the like Notice; and such Notice, if given by a Mortgagee or Bond Creditor, shall be by Writing delivered to the Clerk, and if given by the said Mooring Harbour Commissioners shall be by Writing given either personally to such Mortgagee or Bond Creditor or left at his last or usual Place of Abode, or, if such Mortgagee or Bond Creditor be unknown or cannot be found, such Notice shall be given by Advertisement in the "London Gazette," and in some Newspaper circulated in the County of Norfolk; and at the Expiration of the said Notice, when given by the said Mooring Harbour Commissioners, Interest shall cease to be payable on the Money secured by such Mortgage or Bond, unless on Demand of such Money the said Mooring Harbour Commissioners fail to pay the same pursuant to such Notice.

Section



---

*The Norfolk Estuary Act, 1857.*

---

## Section 44.

And in order to provide for the Recovery of the Arrears of Interest and Costs, or of the Principal and Interest and Costs, of any such Mortgage or Bond at the respective Times at which such Interest or such Principal and Interest and Costs become due, be it enacted, That if such Interest or any Part thereof shall for Thirty Days after the same shall have become due, and Demand thereof shall have been made in Writing, remain unpaid, the Mortgagee or Bond Creditor may sue for the Interest so in arrear by Action of Debt in any Court of competent Jurisdiction.

For enforcing  
Payment of  
Interest.

## Section 45.

And with respect to such Principal Money, Interest, and Costs, be it enacted, That if such Principal Money and Interest be not paid within Six Months after the same has become payable, and after Demand thereof in Writing, the Mortgagee or Bond Creditor may sue for the same in any Court of competent Jurisdiction, or if his Debt amount to the Sum of Three thousand Pounds he may alone, or if his Debt does not amount to the Sum of Three thousand Pounds he may in conjunction with other Mortgagees or Bond Creditors whose Debts, being so in arrear after Demand as aforesaid, shall together with his amount to the Sum of Six thousand Pounds, require the Appointment of a Receiver by an Application to be made as herein-after provided.

Payment of  
Principal, &c.  
may be enforced  
by Appointment  
of a Receiver.

## Section 46.

And be it enacted, That every such Application for a Receiver in the Cases aforesaid shall be made to Two or more Justices of the County of Norfolk, and on any such Application so made, and after hearing the Parties, it shall be lawful for such Justices by Order in Writing to appoint some Person to receive the whole or a competent Part of the Rates and Duties liable to the Payment of such Interest, or such Principal and Interest, as the Case may be, until such Interest, or until such Principal and Interest, as the Case may be, together with all Costs, including the Charges of receiving the Rates and Duties aforesaid, be fully paid; and upon such Appointment being made all such Rates and Duties as aforesaid shall be paid to and received by the Person so to be appointed, and the Money so to be received shall be so much Money received by or to the Use of the Party to whom such Interest, or such Principal and Interest, as the Case may be, shall be then due, and on whose Behalf such Receiver shall have been appointed, and after such Interest and Costs, or such Principal, Interest, and Costs, have been so received, the Power of such Receiver shall cease.

Appointment  
of Receiver.

## Section 47.

And be it enacted, That the Receipt or Receipts of the Treasurer or Treasurers for the Time being of the said Mooring Harbour Commissioners, or, as the Case shall be, of the said Company of Proprietors of the Norfolk Estuary, shall be a good and sufficient Discharge or good and sufficient Discharges to all and every Person and Persons who shall advance or lend any Moneys to the said Mooring Harbour Commissioners, or, as the Case shall be, to the said Company, under the Powers of borrowing respectively last aforesaid, for so much

Receipts of  
Treasurer to be  
good Dis-  
charges.



*The Norfolk Estuary Act, 1857.*

much Money as shall in such Receipt or Receipts be expressed to be received, and the Person or Persons advancing or lending the said Moneys shall not be liable to see to the Application of the Moneys which shall in such Receipt or Receipts be expressed to be received, nor anywise accountable for the Misapplication or Nonapplication thereof, or in the Case of a Loan to the said Company shall be required to ascertain if such Default in Payment had been made as aforesaid, or into the Propriety or Occasion for any such Loan to the said Company.

## Section 48.

Application of surplus Tonnage Rates and Duties.

And be it enacted, That the said Tonnage Rates or Duties by this Act authorized to be received as aforesaid shall be appropriated and be applied in the first place in Payment of all Interest from Time to Time due on all Principal Moneys to be borrowed on the Credit of the said Rates and Duties, and in the second place in or towards the Reduction and Payment from Time to Time of the Principal Moneys to be so borrowed on the Credit of the said Rates and Duties.

## Section 49.

For Reduction of said Rates, &c. on Payment of Contributions, &c.

And be it enacted, That when and so soon as the said Sum of Sixty thousand Pounds to be so contributed by the said Mayor, Aldermen, and Burgesses as aforesaid shall be by them paid to the said Company, and when and so soon as all Principal Moneys hereby authorized to be borrowed on the Credit of the said Rates and Duties, and all Interest for the same, shall be paid off and discharged, the said Rates and Duties shall cease to be received and receivable.

## SCHEDULE (A.)

*Form of Mortgage Deed.*

Mortgage Number                      £

By virtue of an Act passed in the Twelfth and Thirteenth Years of the Reign of Queen Victoria, intituled [*here insert the Title of this Act*], we, whose Names and Seals are hereunto subscribed and affixed, being                      of the Commissioners acting in the Execution of the several Acts now in force for the Regulation of the Port of King's Lynn, in consideration of the Sum of £                      paid to us by *A.B.* of                      do assign unto the said *A.B.*, his Executors, Administrators, and Assigns, such Proportion of the Rates and Duties granted by the said Act as the said Sum of £                      doth or shall bear to the whole Sum borrowed and to be borrowed, and which shall from Time to Time be owing upon the Credit of the said Rates and Tonnage Duties, to hold unto the said *A.B.*, his Executors, Administrators, and Assigns, until the said Sum of £                      together with Interest for the same at the Rate of                      for every One hundred Pounds by the Year, be satisfied, the Principal Sum to be repaid at the End of                      Years from the Date hereof [*in case any Period be agreed upon for that Purpose*].

In witness whereof we have hereunto set our Hands and Seals this  
Day of                      in the Year of our Lord

SCHE-



*The Norfolk Estuary Act, 1857.*

## SCHEDULE (B.)

*Form of Bond.*

Bond Number £

By virtue of an Act passed in the Twelfth and Thirteenth Years of the Reign of Queen Victoria, intituled [*here insert the Title of this Act*], we, whose Names and Seals are hereunto subscribed and affixed, being of the Commissioners acting in the Execution of the several Acts now in force for the Regulation of the Port of King's Lynn, in consideration of the Sum of £ to us in hand paid by A.B. of do bind ourselves and our Successors unto the said A.B., his Executors, Administrators, and Assigns, in the penal Sum of £

The Condition of the above-written Obligation is such, that if the said Commissioners shall pay to the said A.B., his Executors, Administrators, or Assigns, on the Day of which will be in the Year of our Lord One thousand eight hundred and the Principal Sum of £ together with Interest for the same at the Rate of £ per Centum per Annum, payable half-yearly on the Day of and Day of, then the above-written Obligation is to become void, otherwise to remain in full Force.

Given under our Hands and Seals this Day of .

## SCHEDULE (C.)

*Form of Mortgage Deed.*

Mortgage Number £

By virtue of an Act passed in the Twelfth and Thirteenth Years of the Reign of Queen Victoria, intituled [*here insert the Title of this Act*], we, the Company of Proprietors of the Norfolk Estuary, in consideration of the Sum of £ paid to us by A.B. of do assign unto the said A.B., his Executors, Administrators, and Assigns, such Proportion of the Tonnage Rates and Duties granted by the said Act as the said Sum of £ doth or shall bear to the whole Sum borrowed and to be borrowed, and which shall from Time to Time be owing upon the Credit of the said Rates and Duties, to hold unto the said A.B., his Executors, Administrators, and Assigns, until the said Sum of £ together with Interest for the same at the Rate of £ for every One hundred Pounds by the Year, be satisfied, the Principal Sum to be repaid at the End of Years from the Date hereof [*in case any Period be agreed upon for that Purpose*].

In witness whereof we have hereunto set our Common Seal this Day of in the Year of our Lord .

## SCHEDULE (D.)

*Form of Transfer of Mortgage or Bond.*

I A.B. of in consideration of the Sum of paid to me by G.H., of do hereby transfer to the said G.H., his Executors, Administrators, or Assigns, a certain Bond (or Mortgage), Number made by the "Commissioners for the Regulation of the Port of [Local.] 26 L King's



---

*The Norfolk Estuary Act, 1857.*

---

King's Lynn," to bearing Date the Day  
of for securing the Sum of £ and Interest [*or,*  
*if such Transfer be by Endorsement,* the within Security], and all my Right,  
Estate, and Interest in and to the Money thereby secured [*and if the Transfer*  
*be of a Mortgage,* and in and to the Rates, Duties, Money, and Property  
thereby assigned]. Dated this Day of .

---

## "THE NORFOLK ESTUARY AMENDMENT ACT, 1853."

## Section 5.

Extension of  
Time for the  
compulsory  
Purchase of  
Lands.

That the Term limited by "The Norfolk Estuary Amendment Act, 1849," for the Exercise of the Powers of the Company for the compulsory Purchase of Lands authorized to be taken for the Purposes of the said recited Acts or either of them shall be and is hereby prolonged and extended for the Term of Five Years, to be computed from the passing of this Act.

## Section 6.

Parties ag-  
grieved by Ex-  
tension of Time  
may have Com-  
pensation for  
additional  
Damage.

That the Justices, Arbitrators, Umpires, or Juries respectively, as the Case may be, who under the Provisions of the recited Acts or this Act shall award or assess the Compensation to be made by the Company to the Owners or Occupiers of or other Persons interested in any of the Lands, the Term limited for the compulsory Purchase whereof is by this Act extended, which shall be taken or used for the Purposes of the Cuts or Works by the said recited Acts or this Act authorized, or which may be injuriously affected by the Construction thereof, shall, in estimating the Amount of such Compensation, have regard to and assess Compensation for the additional Damage (if any) sustained by such Owners, Occupiers, or other Persons by reason of the Extension of the said Term hereby granted.

## Section 7.

Existing Con-  
tracts and No-  
tices to take  
Lands not to  
be affected.

That nothing herein contained shall in anywise prejudice or affect any Contract entered into or Notice given by the said Company before the passing of this Act for purchasing, taking, or using any Lands which under the said recited Acts the said Company is entitled to purchase, take, or use, but every such Contract and Notice respectively shall be construed and shall take effect, and the same Proceedings may be had thereunder, and all Parties thereto shall be entitled to the same Rights and Remedies in respect thereof, both at Law and in Equity, as if this Act had not been passed.

---

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,  
Printers to the Queen's most Excellent Majesty. 1857.