



## CHAPTER cxv.

An Act to provide for the improvement and maintenance of the Navigation of the River Trent from Wilden Ferry in the counties of Derby and Leicester or one of them to Gainsborough in the county of Lincoln and for other purposes.

A.D. 1887.

[19th July 1887.]

**W**HEREAS by the Act 10 and 11 Will. III. chapter 20 (hereinafter called "the Act of 1700") intituled "An Act for making " and keeping the River Trent in the counties of Leicester Derby " and Stafford navigable" powers were granted to William Lord Paget Baron of Beaudesert lord of the manor of Burton-upon-Trent and to his heirs and assigns being lord or lords of the said manor for the time being and to such person or persons as he or they by any writing under his or their hand and seal should nominate and appoint who are in the said Act called "the undertaker or undertakers" to make the said river navigable for boats barges lighters and other vessels from a certain place called Wilden Ferry upon the said river to the town of Burton-upon-Trent and from time to time to continue support maintain and use such navigation at his and their wills and pleasures:

10 & 11  
Will. 3. c. 20.

And whereas it was amongst other things by the said Act declared that the said river was and for ever thereafter should be esteemed and taken to be navigable from Gainsborough in the county of Lincoln up to the said place called Wilden Ferry and that all the King's liege people whatsoever might have and lawfully and rightfully enjoy their free passage in along through and upon the said river from the said place called Wilden Ferry down to Gainsborough aforesaid and back again with boats barges lighters and other vessels and have and enjoy all necessary and convenient liberties for haling and navigating the same without any obstruction whatsoever:

And whereas by the Act 23 George III. chapter 48 (hereinafter called "the Act of 1783") intituled "An Act for improving the

23 Geo. III.  
c. 48.

A.D. 1887. — “ navigation of the River Trent from a place called Wilden Ferry  
 “ in the counties of Derby and Leicester or one of them to Gains-  
 “ borough in the county of Lincoln and for empowering persons  
 “ navigating vessels thereon to hale the same with horses” the  
 Company of proprietors of the River Trent navigation (in this Act  
 called “the old company”) were upon the recital among other  
 things that the said navigation was greatly obstructed by shoals  
 and other impediments incorporated and empowered to complete  
 and maintain the navigation of the River Trent from Wilden Ferry  
 in the counties of Derby and Leicester or one of them to Gains-  
 borough in the county of Lincoln and by the Act 34 George III.  
 chapter 95 (hereinafter called “the Act of 1794”) intituled “An  
 34 Geo. 3. “ Act to alter and amend an Act of the twenty-third year of His  
 c. 95. “ present Majesty for improving the navigation of the River Trent  
 “ and for making and maintaining a navigable canal from the  
 “ said river in the parish of Beeston to join the Nottingham Canal  
 “ in the parish of Lenton in the county of Nottingham and also  
 “ certain cuts on the side of the said river” the old company  
 were empowered to make and maintain a navigable canal from  
 the said river in the parish of Beeston in the county of Nottingham  
 to join the Nottingham Canal in the parish of Lenton in the same  
 county :

21 Vict.  
c. xxxiv.

And whereas by the Trent Navigation Act 1858 (in this Act  
 called “the Act of 1858”) the Acts of 1783 and 1794 were repealed  
 except as to certain sections thereof set forth in the schedule to the  
 Act of 1858 but the old company were continued incorporated by  
 the same name and were required—

To maintain and improve the said navigation canal and works ;

To acquire by agreement and hold lands for the providing of  
 yards wharves offices warehouses buildings and conveniences  
 and for the making of roads and for any other purpose requi-  
 site or convenient for the use of the said navigation :

And whereas on the twelfth day of November one thousand  
 eight hundred and eighty-three certain persons registered them-  
 selves as a company under the Companies Acts 1862 to 1883  
 under the name of the Trent Navigation and Carrying Company  
 Limited (in this Act called “the limited company”) for the  
 purpose of acquiring the property rights powers privileges autho-  
 rities duties and liabilities of the old company and of improving  
 the said navigation and of carrying on the business of carriers  
 thereon :

And whereas by the Trent Navigation Act 1884 (hereinafter  
 called “the Act of 1884”) the old company and the limited

company were dissolved and the shareholders or members of those companies respectively and all other persons and corporations who had subscribed to or should thereafter become proprietors in the undertaking of the Company were united into a company and incorporated by the name of the Trent Navigation Company for the purpose of carrying into execution the Act of 1858 and the Act of 1884 and for improving the said navigation and carrying on the business of carriers thereon :

And whereas it was by the Act of 1884 enacted that the capital of the Company thereby incorporated should be one hundred and twenty-six thousand pounds and should consist as follows (that is to say) :—

Of twenty - six thousand pounds original or " A " capital to consist of capital stock representing the fully paid up capital of the old company ; and

Of one hundred thousand pounds additional or " B " capital ; to be entitled respectively to dividend out of the profits of the Company at certain proportional rates in the said Act specified and the Company were authorised to borrow upon mortgage additional sums not exceeding twenty-five thousand pounds in respect of the said additional capital of one hundred thousand pounds :

And whereas the capital of the Trent Navigation Company now consists of twenty-six thousand pounds " A " capital stock and of eleven thousand two hundred and fifty pounds " B " capital stock and they are indebted in the sum of four thousand pounds raised by the old company by the creation and issue of debenture stock but they have borrowed no money on mortgage or bond :

And whereas in consequence of the failure of the undertakers named and appointed under and in pursuance of the Act of 1700 duly to keep up and maintain the navigation of the River Trent between the town of Burton-upon-Trent and the said place called Wilden Ferry it has fallen into decay and is no longer capable of affording adequate accommodation for the transport of traffic upon the river between those places :

And whereas the navigation from the Trent to the Mersey (hereinafter called " the Trent and Mersey Canal ") which communicates with the River Trent by an outlet into the same at a point or place known as Derwent Mouth a little way below the said place called Wilden Ferry was by the North Staffordshire Railway (Pottery Line) Act 1846 vested in the North Staffordshire Railway Company and now belongs to that company and at present forms the only practically available means of transporting

A.D. 1887. traffic by water between the town of Burton-upon-Trent and places on and beyond the River Trent below such outlet as aforesaid but in order to make the said canal between Derwent Mouth and the Branston Lock thereon near the town of Burton-upon-Trent available for the development and efficient transport of the traffic of the locality it is necessary that the said canal should be so deepened widened and otherwise improved as to admit of the passage of boats barges and other vessels of a size suitable for the carriage of such traffic upon the River Trent when that river shall be improved as by this Act authorised :

And whereas an agreement has been concluded between the Trent Navigation Company and the North Staffordshire Railway Company by which provision has been made for the making of such improvements and for the use by the Trent Navigation Company of such portion of the canal as aforesaid and it is expedient that provision should be made for enabling the North Staffordshire Railway Company and the Company by this Act incorporated to carry such agreement into effect :

And whereas the navigation of the River Trent between Wilden Ferry and Gainsborough is greatly impeded and obstructed by shoals and shifting banks and by fords some of which have now fallen into disuse and it is necessary with the view of adapting the said navigation to the requirements of modern trade that the bed and channel of the river should be dredged deepened and otherwise improved and large sums of money will have to be expended for this purpose :

And whereas the capital and powers of the Trent Navigation Company are inadequate for this purpose and for providing efficient accommodation for the traffic for which the River Trent will form when improved a most convenient and effective means of transport and for the other purposes of this Act and it is expedient that the Trent Navigation Company should be dissolved and that a new company hereinafter called "the Company" should be incorporated with the powers hereinafter granted :

And whereas the Trent Navigation Company have agreed to transfer their undertaking to the Company by this Act incorporated for the considerations and upon the terms and conditions in this Act expressed and upon the condition among others that the Company shall pay to the Trent Navigation Company the sum of thirty thousand pounds in cash that company on the other hand undertaking and being bound to transfer their undertaking to the Company freed and discharged from all debts charges liens contracts obligations and pecuniary or other liabilities of them the said

Trent Navigation Company which sum of thirty thousand pounds is more than sufficient for enabling that Company to fulfil and discharge such undertaking and obligation: A.D. 1887.

And whereas by an Act 12 Geo. III. chapter 86 (hereinafter called "the Act of 1772") intituled "An Act for improving and completing the navigation of that branch of the River Trent which runs by the town of Newark-upon-Trent from a place called the Upper Wear in the parish of Averham in the county of Nottingham to a place called the Crankleys in the parish of South Muskham in the said county" Commissioners were appointed for putting into execution the several powers granted to them by the said Act and were authorised and empowered to collect and receive certain rates and duties therein specified and the said Commissioners in pursuance of the said Act improved and completed the said branch of the said river and the said branch has been for many years and is now exclusively used by boats barges and other vessels navigating the said river: 12 Geo. III.  
c. 86.

And whereas by the Act of 1783 provision was amongst other things made for the rates and charges to be levied and paid in respect of the use of the said branch and of the vessels navigating the same in lieu of the rates and duties authorised by the Act of 1772:

And whereas a considerable surplus revenue has been from time to time received by the said Commissioners after paying the expenses of maintaining the said branch and the locks thereon and they were by the Newark-upon-Trent Improvement Act 1851 authorised and empowered to give and contribute out of the moneys in their hands the sum of three thousand five hundred pounds to the Commissioners under that Act for the several purposes thereof and also to lend and advance to such Commissioners on the security therein mentioned any sum or sums of money not exceeding in the whole the sum of three thousand five hundred pounds at such rate of interest not exceeding five pounds per centum per annum as might be agreed on:

And whereas in order to adapt the said branch of the River Trent to the requirements of the vessels passing up and down that river when deepened and improved as by this Act authorised it will be necessary to deepen and improve the said branch and to alter and enlarge the locks and other works thereon and it is expedient that the said Commissioners and the Company hereby incorporated should be authorised to make and carry into effect the agreement set forth in the schedule to this Act for a lease of the undertaking of the said Commissioners for the purposes and subject to the conditions therein mentioned:

A.D. 1887.

And whereas the canal known as the Derby Canal communicates with the Trent and Mersey Canal at or near to Swarkeston in the county of Derby and traffic is interchanged through the Trent and Mersey Canal between the River Trent and the Derby Canal which traffic will be largely increased if that canal and the locks thereon be enlarged deepened and improved so as to admit of the passage along the same of such boats barges and vessels as will use the navigation of the River Trent when improved under the powers of this Act and it is expedient that the Derby Canal Company and the Company incorporated by this Act should be authorised to make and carry into effect agreements for making such alterations and improvements to the effect hereinafter authorised :

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.

1. This Act may be cited as the Trent (Burton-upon-Trent and Humber) Navigation Act 1887.

Incorporation of Acts.

2. The following Acts and parts of Acts (that is to say) :—

The Companies Clauses Consolidation Act 1845 ;

Part I. (Cancellation and surrender of shares) and Part III.

(Debenture stock) of the Companies Clauses Act 1863 as amended by the Companies Clauses Act 1869 ;

Part V. (Amalgamation) of the Railways Clauses Act 1863 ; and

The Lands Clauses Consolidation Act 1845 except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement and with respect to the entry upon lands by the promoters of the undertaking and the Lands Clauses Consolidation Acts Amendment Act 1860 ;

are (subject to the provisions of this Act) incorporated with and form part of this Act.

Interpretation.

3. In this Act unless the context otherwise requires the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings :

“The Company” means the Company by this Act incorporated ;

“The old company” means the Company of Proprietors of the Trent Navigation incorporated by the Act of 1783 and continued by the Act of 1858 ;

“The Trent Navigation Company” means the Company incorporated by the Act of 1884; A.D. 1887.

“The undertaking” means and includes the navigation cuts canals lands easements weirs locks wharves basins warehouses sheds buildings machinery apparatus dredgers boats barges steam-tugs and other vessels craft moneys securities choses in action credits books papers plans effects and all other the real and personal property rights powers privileges and authorities now vested in or possessed by the Trent Navigation Company or any persons on their behalf immediately before the passing of this Act or to which the Trent Navigation Company or any persons on their behalf were immediately before the passing of this Act entitled or which are by this Act granted to or may under the powers thereof be acquired enjoyed and exercised by the Company:

In the Railways Clauses Act 1863 for the purposes of this Act—

“The special Act” and “the amalgamating Act” respectively mean this Act;

“The dissolved company” means the Trent Navigation Company;

“The amalgamated company” means the Company:

In this Act and in any Act wholly or partially incorporated herewith—

“Superior courts” or “court of competent jurisdiction” or any other like expression shall be read and have effect as if the debt or demand in respect of which the expression is used were a common simple contract debt and not a debt or demand created by statute.

4. From and after the passing of this Act the Trent Navigation Company is hereby dissolved and the several persons and corporations who immediately before the passing of this Act were shareholders in or members of that company and all other persons and corporations who have subscribed to or who shall hereafter become proprietors in the undertaking of the Company and their executors administrators successors and assigns respectively are hereby united into a company and are incorporated by the name of “The Trent (Burton-upon-Trent and Humber) Navigation Company” and by that name shall be a body corporate with perpetual succession and a common seal with power to sue and be sued and purchase take hold and dispose of lands and other property for the purposes of this Act. Incorporation of Company.

5. The Company shall be established for the purpose of carrying into execution the Act of 1858 the Act of 1884 and this Act for improving the navigation of the River Trent between the place General purposes of the Company.

A.D. 1887.

called Wilden Ferry and Gainsborough and for carrying on the business of carriers thereon and on any canals rivers or navigations communicating therewith either directly or by means of any intermediate canal river or navigation with all the rights powers and privileges and subject to all the conditions prescribed by the Act 8 and 9 Victoria chapter 42 intituled "An Act to enable canal companies to become carriers of goods upon their canals" (excepting always the provisions contained in section 12 of that Act) and for such purposes as aforesaid the Company may purchase hire construct repair work let on hire sell and deal in barges tug-boats and other vessels and may construct wharves warehouses and any other works and conveniences required in connection with the operations of the Company and may carry on any other business which can be conveniently carried on in connection with any of those objects.

Purchase  
of Trent  
Navigation  
Undertak-  
ing.

6. Subject as hereinafter provided the Company shall purchase and the Trent Navigation Company shall sell and transfer to the Company the Trent Navigation undertaking freed and discharged from all debts charges liens contracts obligations and pecuniary or other liabilities of the Trent Navigation Company and from all claims of debenture preference guaranteed ordinary or other stock or share holders of the Trent Navigation Company Provided nevertheless that such contracts as have been entered into and are now in force for conducting and carrying on the current business of the Trent Navigation Company and all liabilities thereunder shall from and after the nineteenth day of January one thousand eight hundred and eighty-seven be assumed undertaken and borne by the Company.

Considera-  
tion for  
transfer.

7. The consideration for the said transfer shall be the payment by the Company to the Trent Navigation Company of the sum of sixty-seven thousand two hundred and fifty pounds whereof thirty thousand pounds shall be paid in cash and thirty-seven thousand two hundred and fifty pounds in shares of the Company fully paid up in manner hereinafter provided.

Purchase  
money to be  
paid into  
Bank of  
England.

8. The Company shall within three months next after the date upon which this Act receives the Royal Assent pay the said sum of thirty thousand pounds into the Bank of England to the credit of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England to an account entitled "in the matter of the Trent Navigation Sale" and such purchase money shall be deemed to be assets of the Trent Navigation Company and shall be applied and distributed as such in the proceedings for the voluntary winding



up of that Company as herein provided and from and after such payment into Court the Company shall be relieved from any responsibility or liability with reference to such purchase money and subject to the allocation of the said thirty-seven thousand two hundred and fifty pounds of fully paid up shares the Trent Navigation undertaking shall thereupon absolutely vest in the Company freed and discharged from all incumbrances obligations debts and liabilities affecting the Trent Navigation Company or the said undertaking excepting as by this Act otherwise expressly provided.

A.D. 1887.

9. Up to the date of vesting the Trent Navigation Company shall continue to manage their undertaking and to carry on the business thereof and to draw the receipts arising from such undertaking and business and they shall pay the outgoings in respect thereof as agents for and on behalf of the Company as from the said nineteenth day of January one thousand eight hundred and eighty-seven subject to an adjustment upon such vesting of the account of such receipts and outgoings and the payment of the balance (if any) by the Trent Navigation Company or the Company as the case may be.

As to receipts  
and outgo-  
ings of Trent  
Navigation  
Undertak-  
ing.

10. Subject to the provisions next hereinafter contained with respect to the distribution of the said sum of thirty thousand pounds the Trent Navigation Company shall forthwith after the date of vesting be wound up voluntarily under the Companies Acts 1862 and 1867 as if the said Company were a company registered under those Acts and as if a special resolution for such winding up had been passed immediately after the date of vesting and the provisions of the said Acts are hereby made applicable to such winding up and the directors of the said Company or the major part of them shall immediately after the date of vesting appoint a liquidator or liquidators for the purposes of such winding up and such liquidator or liquidators shall be deemed to have been appointed by a general meeting of the said Company pursuant to the said Acts and all minute books books of accounts instruments and books relating to the Trent Navigation undertaking when the Trent Navigation Company shall have been so wound up shall be delivered to and be thenceforth preserved by the Company.

Trent Navi-  
gation Com-  
pany to be  
wound up  
voluntarily  
under Com-  
panies Acts.

11. The said sum of thirty thousand pounds part of the consideration for the transfer of the Trent Navigation undertaking shall be applied in the payment and discharge of the debenture and other debts and obligations of the Trent Navigation Company and the balance remaining after such payment and discharge shall be applied and disposed of in such manner as the shareholders of the Trent

Application  
of purchase  
money.

A.D. 1887. Navigation Company present personally or by proxy at a meeting specially convened with notice of the object shall direct.

Allocation  
of paid up  
shares.

12. The said thirty-seven thousand two hundred and fifty pounds fully paid up shares shall be allocated as follows (that is to say) :—

(A) Shares of ten pounds each to the amount of twenty-six thousand pounds such shares being in lieu of and representing the "A" capital stock of the Trent Navigation Company shall be appropriated and belong to and shall vest in the several persons who immediately before the passing of this Act were the registered holders of the said "A" capital stock in the proportion of one ten pound share for every ten pounds of the said "A" stock and in substitution therefor and every share so vested shall be subject and liable to the same trusts powers provisions declarations agreements liabilities charges liens and incumbrances as immediately before the passing of this Act affected the capital stock in the Trent Navigation Company for which such share is substituted and so as to give effect to and not to revoke any deed agreement or other instrument or any testamentary disposition of or affecting the same and every deed agreement or other instrument or any testamentary disposition affecting such "A" stock shall be held to apply to the shares so substituted therefor ;

(B) Shares of ten pounds each to the amount of eleven thousand two hundred and fifty pounds such shares being in lieu of and representing the "B" capital of the Trent Navigation Company shall be appropriated and belong to and shall vest in the several persons who immediately before the passing of this Act were the registered holders of the said "B" capital in the proportion of one ten pound share of the Company's capital in lieu of each share of the said "B" capital and every share so vested shall be subject and liable to the same trusts powers provisions declarations agreements liabilities charges liens and incumbrances as immediately before the passing of this Act affected the "B" shares in the capital of the Trent Navigation Company for which such shares are substituted and so as to give effect to and not to revoke any deed agreement or other instrument or any testamentary disposition of or affecting the same and every deed agreement or other instrument or any testamentary disposition affecting a share in the said "B" capital shall be held to apply to the share so substituted therefor.

**13.** The transfer of the Trent Navigation undertaking shall be sufficiently and conclusively evidenced by a deed of conveyance under the seal of the Trent Navigation Company duly stamped and wherein the full consideration for the deed shall be fully and truly set forth and if the Company shall not within three months from the date of the completion of the sale and transfer produce to the Commissioners of Inland Revenue the deed of conveyance duly stamped as aforesaid the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of the completion of the sale or transfer to the day of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

A.D. 1887.

Transfer of  
Trent Navigation Com-  
pany to be  
by deed.

**14.** From and after the date of vesting of the Trent Navigation undertaking in the Company all the rights powers and privileges of the Trent Navigation Company and their directors officers and servants which by virtue of any of the Acts relating directly or indirectly to that Company might be exercised and enjoyed by them respectively (except powers relating to the constitution and management of that Company and to the raising of share and loan capital) shall be exercised and enjoyed by the Company in the same manner and subject to the same regulations restrictions obligations duties penalties and immunities as and subject to which the same might have been exercised or enjoyed in accordance with the said Acts by the Trent Navigation Company and their directors officers and servants.

Powers of  
Trent Navigation Com-  
pany to be  
exercised by  
Company.

**15.** Every trustee or other person in whom or in whose name any lands works buildings easements rights property or effects belonging to the Trent Navigation Company were vested immediately before the passing of this Act and who (being authorised so to do) entered into any bond covenant contract or engagement in respect of the same or otherwise on behalf of that Company shall be indemnified out of the funds and property of the Company against all liability (including costs charges and expenses) which he may sustain or incur or be put unto by reason of his having entered into such bond covenant contract or engagement.

Trustees of  
Trent Navigation Com-  
pany to be  
indemnified.

**16.** The capital of the Company shall be three hundred and fifty thousand pounds divided into thirty-five thousand shares of ten pounds each.

Capital of  
Company.

**17.** After the allocation of the said thirty-seven thousand two hundred and fifty pounds of fully paid up shares the Company shall issue the remaining shares in the Company's capital from time to time as they think fit but no such shares shall vest in the

Provision as  
to issuing  
remaining  
shares of  
capital.

A.D. 1887. person or corporation accepting the same unless and until a sum not being less than one-fifth of the amount of such shares shall have been paid in respect thereof.

Company shall call in and cancel existing share certificates and issue new certificates in lieu thereof.

18. The Company shall call in and cancel the existing certificates of shares in the Trent Navigation Company and issue in lieu thereof certificates in the form and under the conditions prescribed by the Companies Clauses Consolidation Act 1845 but the holders of such existing certificates of shares shall not be entitled to any certificates of proprietorship under this Act until they have delivered up to the Company to be cancelled the certificates of proprietorship issued to them before the passing of this Act or shall have proved to the reasonable satisfaction of the Company the loss or destruction thereof.

Scale of voting.

19. Every shareholder of the Company shall have one vote in respect of every share held by him in the capital of the Company.

Power to borrow.

20. The Company may from time to time borrow on mortgage sums not exceeding in the whole eighty-seven thousand five hundred pounds in respect of the capital of three hundred and fifty thousand pounds by this Act authorised Provided that in respect of every fifty thousand pounds of such capital issued and accepted and one-half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole twelve thousand five hundred pounds But no part of any of the before-mentioned sums of twelve thousand five hundred pounds shall be borrowed until shares for the said portion of capital are issued and accepted and one-half of such portion is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of capital have been issued and accepted and that one-half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

21. The mortgagees of the undertaking may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

A.D. 1887.

For appoint-  
ment of a  
receiver.

22. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time after the passing of this Act created and issued or granted by the Company under this Act or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages.

Debenture  
stock.

23. All money to be raised by the Company on mortgage or debenture stock under the provisions of this Act shall have priority against the Company and the property from time to time of the Company over all other claims on account of any debts incurred or engagements entered into by them after the passing of this Act.

Priority of  
mortgages  
and debenture  
stock  
over other  
debts.

24. All moneys raised under this Act whether by shares stock debenture stock or borrowing shall be applied only for the purposes of the Acts of 1858 and 1884 and this Act to which capital is properly applicable.

Application  
of moneys.

25. The first ordinary meeting of the Company shall be held within three months after the passing of this Act.

First  
ordinary  
meeting.

26. All meetings of the Company shall be held at the office of the Company in London or at such other place as the directors shall from time to time appoint.

Place of  
meeting.

27. The quorum of all general meetings whether ordinary or extraordinary shall be ten shareholders present in person or by proxy holding not less in the aggregate than fifteen thousand pounds in the capital of the Company.

Quorum for  
meetings of  
Company.

28. The number of directors shall be not more than nine but the Company may from time to time reduce the number provided that the number be not less than five.

Number of  
directors.

A.D. 1887.

Qualification  
of directors.

**29.** The qualification of a director shall be the possession in his own right of not less than five hundred pounds in the capital of the Company.

Quorum.

**30.** The quorum of a meeting of directors shall be five and if the number of directors is reduced to six or five the quorum shall be three.

First direc-  
tors.

**31.** Edward Mitford Hutton Riddell, Sir Hickman Beckett Bacon, Baronet, John Wells Leavers, William Newzam Nicholson, Sir Albert Kaye Rollit, Reginald Abel Smith, Thomas Steel, and Henry Wardle, and one other person to be nominated by them or by the majority of them and consenting to such nomination shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act.

Election of  
directors.

**32.** At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them or may elect a new body of directors or directors to supply the place or places of those not continued in office the directors appointed by this Act or nominated as aforesaid being if qualified eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall subject to the power hereinbefore contained for reducing the number of directors elect persons to supply the places of the directors then retiring from office agreeably to the provisions of the Companies Clauses Consolidation Act 1845 and the several persons elected at any such meeting being neither removed nor disqualified nor having resigned shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Auditors  
need not  
hold shares.

**33.** The auditors need not hold shares in the Company.

Power to  
dredge and  
deepen the  
River Trent  
between  
Wilden  
Ferry and  
Gains-  
borough.

**34.** Notwithstanding anything in the Act of 1858 or in any of the recited Acts relating to the old company or the Trent Navigation Company contained the Company may and they are hereby authorised and empowered from time to time and at all times to cleanse scour deepen enlarge strengthen contract improve and maintain the navigable channel of the River Trent between the place called Wilden Ferry and Gainsborough so as to enable boats barges and other vessels drawing six feet of water at any period of the year to navigate the same and for that purpose to dredge dig and remove all or any part of any ford shoal mud sand soil clay gravel or rock within the bed and channel of the river between the limits aforesaid and to abate and remove all impediments and accumu-

lations which may obstruct or tend to obstruct the navigation thereof. A.D. 1887.

**35.** Subject to the provisions of this Act the Company may use sell and dispose of in such manner as they think proper the rock stones gravel sand soil clay and other materials dug or dredged by them in carrying the powers of the Act of 1858 and of this Act into execution. Company may dispose of materials &c. dredged.

**36.** If any person shall raise obtain or remove any stone gravel sand clay or other such like material from the bed and channel of the river between Wilden Ferry and Gainsborough in such manner as to injure the navigable channel or to break down damage or destroy any existing bank or other work or any bank or other work to be erected or made by virtue of the Act of 1858 or of this Act for the purpose of maintaining such navigable channel he shall for every such offence forfeit a sum not exceeding five pounds. Penalty on persons injuring navigable channel by removing materials from river.

**37.** The Company may from time to time purchase or hire work and let and take charges and remunerations for steam-tugs and other towing or propelling power and may from time to time fix such rates and charges as appear to them reasonable to be charged for or in respect of the use of such steam-tugs or other towing or propelling power and such last-mentioned rates and charges shall be paid to the Company by the owner master agent manager or other person having charge of the vessel employing such steam-tugs or other towing or propelling power. Company may provide tugs.

**38.** The following provisions with respect to the interchange of traffic between the Company and the North Staffordshire Railway Company (in this section called the Railway Company) and with respect to the improvement of the waterway of the Trent and Mersey Canal belonging to that company are hereby enacted and made binding upon the two companies respectively and shall by them be carried into effect (that is to say):— Provisions with reference to user of Trent and Mersey Canal.

(1) The Company shall at their own cost and at an expenditure of not less than thirty thousand pounds improve the navigation and waterway and appurtenances of so much of the Trent and Mersey navigation as lies between Branston Lock and Derwent Mouth aforesaid;

(2) Before commencing the execution of any such works the Company shall submit their plans to and obtain the assent thereto in writing of the engineer-in-chief for the time being of the Railway Company and shall conduct all such works under his supervision and to his approval in all respects;

A.D. 1887.

- (3) In constructing the said works the Company shall not stop the traffic on the said portion of the navigation for any period at any one time beyond fourteen consecutive days and if this condition be broken they shall pay to the Railway Company the sum of ten pounds for every day in excess of fourteen during which such traffic shall be stopped as liquidated damages;
- (4) In consideration of the annual payment hereby reserved the Railway Company grant and afford to the Company for and incident to the conveyance of traffic of the Company to or from Burton-on-Trent or intermediate places including the Derby Canal and free from all tolls rates or charges full and concurrent use of the portion of the Trent and Mersey navigation between Derwent Mouth and Branston Lock and of all wharves and appliances appertaining thereto;
- (5) All traffic of the Company intended to be conveyed or forwarded to or from Burton-on-Trent or elsewhere by the railways of the Railway Company shall be interchanged at Stretton Junction and the rates and charges in respect of such traffic and in respect of all through traffic shall be such as shall be agreed between the parties and the Company and the Railway Company respectively shall give each to the other all reasonable facilities for the transmission of such through traffic at through rates in through barges and through waggons and shall also give each to the other at the least as favourable rates facilities and arrangements in relation to all such through and other traffic as they may have granted or shall hereafter grant to other parties;
- (6) In the event of any additional works being required for the interchange of traffic at Stretton Junction such works shall be constructed by the Railway Company and one half of the expense and cost thereof shall be paid by the Company;
- (7) The Company shall be entitled to employ their own agents at Burton-on-Trent and at such other places as they may desire on the said portion of the Trent and Mersey navigation between Derwent Mouth and Branston Lock;
- (8) Neither the Company nor the Railway Company shall transfer assign sublet or part with any of the rights hereby secured to them respectively to any third party without the consent in writing under their common seal of the Company or the Railway Company as the case may be being previously had and obtained;



- (9) The Company shall pay to the Railway Company for the rights and privileges hereinbefore accorded to them by equal quarterly instalments payable on the usual quarter days the yearly rents hereafter following that is to say For the first year after the passing of this Act the rent of two hundred and fifty pounds for the second year from such date as aforesaid the rent of five hundred pounds and for the third and each succeeding year from such date as aforesaid the yearly rent of one thousand pounds;
- (10) Provided always that within three months from the date of grant of any such right of user as aforesaid the Company shall produce to the Commissioners of Inland Revenue a deed duly stamped with ad valorem stamp duty in respect of the consideration for the right so granted and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of such grant to the date of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same;
- (11) In the event of any difference doubt or dispute arising between the Companies in relation to the matters aforesaid or consequent thereon every such difference doubt or dispute shall be referred with all usual powers to two arbitrators mutually chosen and in the event of such arbitrators not agreeing to a competent hydraulic engineer to be nominated by the president for the time being of the Institution of Civil Engineers whose decision may be made a rule of Her Majesty's High Court of Justice or of any division thereof.

A.D. 1887.

**39.** The agreement a copy whereof is set forth in the schedule to this Act is hereby confirmed and made binding on the Company and on the Newark Navigation Commissioners respectively and shall be carried into effect by them respectively and in order that the Commissioners may be provided with a fund for carrying on the navigation in case of its reverter to them all rent to be reserved to the Commissioners pursuant to the said agreement and all other receipts of the Commissioners shall after payment of all their establishment and office expenses and outstanding liabilities if any be from time to time accumulated and invested by them until such accumulations and investments together with any other sums of money belonging to the said Commissioners shall amount to a sum of not less than four thousand pounds and on that event taking place the Commissioners may from time to time apply the balance of their entire income for such objects for the common good

Confirmation  
of scheduled  
agreement  
between  
Company  
and New  
Navigation  
Commis-  
sioners.

A.D. 1887. — and weal of the town of Newark as the Commissioners shall determine.

Provision for  
improvement  
of Derby  
Canal.

40. The Company on the one hand and the Derby Canal Company on the other hand may make and carry into effect agreements with respect to deepening enlarging and improving the Derby Canal or any part thereof and to the alteration and widening of the locks upon the said canal so as to enable boats barges and vessels navigating the River Trent as and when the same shall be improved under the powers and provisions of this Act to pass through and use the said canal and with regard to the moneys which may be required to be expended for such purposes as aforesaid and as to the terms and conditions on which and the proportions in which such moneys shall be contributed and paid by the Company and the Derby Canal Company or either of them and the tolls rates and charges or rent or other consideration to be paid by the Company in respect of the user by them of the Derby Canal or any part thereof when so deepened enlarged and improved.

Power to  
acquire lands  
by agreement  
and to erect  
warehouses  
&c. thereon.

41. In addition to any lands already purchased by and belonging to the old company or to the Trent Navigation Company and by this Act transferred to and vested in the Company the Company may for the purposes of their undertaking and of their business as carriers purchase acquire and hold lands and houses by agreement with the owners thereof and may erect and maintain thereon warehouses wharves and other buildings and conveniences for carrying on such business but the quantity of land to be so taken and acquired shall not exceed twenty-five acres in the whole and no buildings shall be erected on such lands except buildings to be used in connexion with the canal undertaking of the Company and nothing in this Act contained shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any lands acquired by them under the powers of this section.

Restriction  
on displacing  
persons of  
labouring  
class.

42. The Company shall not under the powers by this Act granted without the consent of the Local Government Board purchase or acquire by compulsion or agreement in any borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers.

A.D. 1887.

For the purposes of this section the expression "labouring class" includes mechanics artizans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

43. Nothing in this Act contained shall in anywise alter prejudice or affect the enactments and provisions for the protection of the Laneham Drainage Commissioners made by and contained in section 7 of the Act of 1884.

Saving rights of Laneham Drainage Commissioners.

44. Notwithstanding anything in this Act contained the following provisions shall (save so far as may be otherwise agreed in writing) apply for the protection of the most noble Henry Pelham Archibald Douglas Duke of Newcastle his heirs or assigns or other the owner or owners for the time being of estates in the parishes of North Muskham Cromwell Holme and Newark-upon-Trent in the county of Nottingham abutting on the River Trent now belonging or reputed to belong to him (all of whom are included under the expression "the Duke" when used in this section) that is to say:—

For the protection of the Duke of Newcastle.

(A) If by the construction of the works executed by the Company any part of the banks of the River Trent on the lands of the Duke or of the lands of the Duke adjoining such banks shall at any time be washed away the Company shall at their own cost make good the damage and restore the same or at the option of the Company give adequate compensation for such damage when required by the Duke. If any difference shall arise between the Company and the Duke as to the due fulfilment of the above obligation the difference shall be referred to and be determined by a civil engineer to be appointed (unless otherwise agreed on) by the president for the time being of the Institution of Civil Engineers on the application of the Company or of the Duke and the decision of such engineer shall be final and binding on both parties and the costs of the reference shall be borne as he shall direct. And the Company shall execute any works which the engineer so appointed may determine to be necessary for the purposes aforesaid;

(B) Nothing in this Act contained shall authorise the Company or any person employed by them in execution of the powers hereby given or given by the Act of 1772 without the consent

A.D. 1887.

of the Duke so to make or erect any bank or banks work or works upon or near the aforesaid branch of the River Trent which runs by the said town of Newark-upon-Trent or so to alter the levels of the existing weirs as in any manner or in any degree to prejudice or affect the mill dam or other works known as the Newark Water Corn Mills now the property of the Duke or to diminish the height of fall at the said mill or which shall in any degree prejudice the locks and weirs erected or built for the protection of the water rights of the said mill by the order of the Commissioners appointed by the said Act of 1772 save that the Company may from time to time alter and enlarge the existing locks or substitute other and larger locks for those now existing or which shall prevent the Duke from making at any time on his lands or grounds adjoining or near to the said mill any dock or docks for the building or careening or repairing therein any boat barge or other vessel or for any other purpose ;

(c) The Duke shall have the right of access for launching vessels and for other purposes to and from the River Trent and the Newark branch thereof from and to his lands adjacent thereto respectively such right and also the right reserved in the preceding sub-section being always exercised so as to obstruct or interfere as little as possible with the use of any towing-paths or with the river traffic ;

(d) The Company shall on the terms hereinafter stated deposit so much of the materials and matter taken from any lands of the Duke adjoining the navigation or dredged by them from any portion of the river the bed whereof belongs to the Duke as the Duke shall require for his own benefit and purposes and which may not be required for the purpose of improvement of the navigation or the construction or maintenance of the works thereon upon such part of the banks belonging to the Duke as he shall direct And the Company will pay to the Duke in respect of all such materials and matter dredged or taken by the Company from the said lands or river bed and removed and sold at a profit by the Company out of such profit a royalty of two pence per ton or the whole of such profit where the same is less than two pence per ton Any question or difference between the Duke and the Company as to the amount properly payable by way of royalty shall be settled by some person to be agreed by the Duke and the Company or failing agreement as shall be determined by a person to be appointed by the president for the time being of the Institution

A.D. 1887.

of Civil Engineers on the application of either party The Duke shall pay to the Company for all materials and matter so required by him as aforesaid the cost price less the cost of dredging and fourpence per cubic yard of the cost of carrying and landing the same The Company shall remove all materials and matter other than such as are required by the Duke for his own benefit as aforesaid by means of barges boats or other vessels and shall not without the consent of the Duke deposit any materials or matter other than those so required by the Duke as aforesaid or raise any banks on any of the lands of the Duke;

(E.) The Company shall if and when required by the Duke construct and provide in such position as shall be selected by the Duke near to the existing ferry or ford between the lands of the Duke in the parish of Holme and the lands of the Duke in the parish of North Muskham and in accordance with plans previously submitted to him and subject to his reasonable approval and unless otherwise agreed upon for ever maintain and keep in repair a chain ferry across the River Trent suitable for all descriptions of vehicular traffic and for conveying three-ton loads together with a waggon and not more than four horses and shall at all times permit the Duke to work the said chain ferry both by night and by day for the use in common of all persons entitled to use the road and to receive such tolls as he may choose to levy for the same The Company shall also make and maintain proper and convenient approaches to the said ferry on both sides of the River Trent from the Duke's land with gradients thereto not steeper than 1 in 15 and if any land belonging to the Duke shall be required for the construction of such approaches such land shall be paid for by the Company to the Duke at such price as shall be agreed on or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845;

(F) If the Company in the exercise of their powers shall at any time hereafter raise the present ordinary summer low water level of the river within or at any point either above or below the Duke's lands in the parishes of North Muskham Cromwell Holme and Newark-upon-Trent so as thereby to affect prejudicially the drainage of the lands of the Duke they shall compensate the Duke and his tenants for all damage and injury they shall cause thereby the amount of such compensation if not agreed to be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845;

A.D. 1887.

- (g) With regard to any additional land the property of the Duke which may be required by the Company for the purposes of this Act the acquiring of the same by the Company shall be a matter of agreement between the parties both as to the quantity and position of the land required and the price to be paid for it;
- (h) The Duke shall have the right to compensation under the provisions of the Acts incorporated herewith not only in respect of lands belonging to him which may be used or damaged by the Company in the construction of any works under the powers of this Act but also in respect of any interference with his existing rights of access to the said river or the Newark branch thereof or any damage which may accrue to the Newark Water Corn Mills or the fisheries in the River Trent which may be occasioned by reason of the construction of such works as aforesaid;
- (i) The Company shall during the progress of such works as aforesaid take all reasonable precautions for preventing trespass on the lands of the Duke and any nuisance or annoyance to him or his tenants;
- (j) If any difference the settlement of which is not otherwise in this section provided for shall arise between the Company and the Duke as to anything to be done or not to be done under this section such difference shall be determined by an engineer to be appointed unless otherwise agreed on on the application of the Company or of the Duke by the president for the time being of the Institution of Civil Engineers and his decision shall be final and binding on both parties and the costs of the reference shall be borne as he shall direct;
- (k) Nothing in this section contained shall prejudice or abridge the right of the Duke or his tenants to compensation in respect of any damage or injury arising to him or them from or in consequence of the works or operations of the Company.

For the protection of riparian owners.

**45.** Notwithstanding anything in this Act contained the following provisions shall apply for the protection of the owners of the banks of the River Trent and the lands abutting thereon and of persons whose lands are or may be affected by the existing weir upon or across the Newark branch of the said river above the Newark Water Corn Mills (that is to say) :—

- (1) Notwithstanding anything in this Act contained the Company shall not in the exercise of the powers hereby conferred dredge or deepen the said river within the distance of fifteen feet from the adjacent bank of the river unless it shall in the opinion of

the Company be necessary so to do and in that case the Company shall take all such measures and do and construct all such works as may be necessary for the protection of such bank and shall at all times protect the same from injury by reason of such dredging or deepening and if by reason of any dredging or deepening or of the construction of any works executed by the Company any part of the banks of the river or of the lands abutting on such banks shall at any time be washed away the Company shall at their own cost when required by the owners of the said banks or lands respectively make good the damage and restore the same or at the option of the Company give adequate compensation for such damage;

(2) Nothing in this Act contained shall authorise the Company or any person employed by them in execution of the powers hereby given or given by any of the recited Acts to make erect or continue any bank or banks work or works which in anywise has or have or may in anywise have the effect of raising the ordinary summer level of the said river above the height to which the same is authorised or directed to be kept or raised by or under the recited Acts or any of them Provided nevertheless that the Company shall not be required or bound to alter the levels of the existing weirs or of the said river in cases where such levels now exist as of right or have been legalised by lapse of time or otherwise;

(3) On the requisition of the owner of any lands abutting upon the river such owner being also owner of the bed of the river or a portion of such bed opposite his lands such requisition being made within seven days after notice shall have been given to such owner or his known agent in writing by the Company of their intention to dredge or deepen such bed (which notice the Company shall be bound to give) the Company shall deposit upon such part of the banks belonging to him as he shall direct so much of the materials and matter taken or dredged by them from such portion of the bed of the river so belonging to him and which may not be required for the purpose of improvement of the navigation or the construction or maintenance of the works thereon under the authority of this Act or any of the recited Acts The owner shall pay to the Company for all materials and matter so required by him as aforesaid the cost of and incident to the raising and deposit thereof less the cost of dredging and less four pence per cubic yard of the cost of carrying and landing the same The Company shall remove all materials and matter other than

A.D. 1887.

such as are required by the owner for his own benefit as aforesaid by means of barges boats or other vessels and shall not without the consent of the owner deposit any materials or matter other than those so required by the owner as aforesaid or raise any banks on any of the lands of such owner The Company will pay to such owner in respect of all such materials and matter dredged or taken by the Company from the said lands or river bed and removed and sold at a profit by the Company out of such profit a royalty of two pence per ton or the whole of such profit where the same is less than two pence per ton ;

- (4) The Company shall if and when required by the owner for the time being of the existing ferries at Ratcliffe Hoveringham Carlton-on-Trent and Marnham respectively construct and provide to the reasonable approval of such owner and unless otherwise agreed upon for ever maintain and keep in repair at each such ferry a chain ferry across the river Trent with proper and convenient approaches thereto on both sides of the river suitable for all descriptions of vehicular traffic and for conveying three-ton loads together with a waggon and not more than four horses and shall at all times permit such owner to work the said chain ferries respectively both by night and by day for the use in common of all persons entitled to use the road and to receive such tolls as he may choose to levy for the same ;
- (5) Section 41 of the Act of 1858 shall extend and apply to this Act and to any deepening dredging or other works to be executed under the authority of this Act and the owner of any fishery in the River Trent shall have the right to compensation under the provisions of the Acts incorporated herewith not only in respect of lands belonging to him which may be used or damaged by the Company in the construction of any works under the powers of this Act but also in respect of any damage which may accrue to any fishery in the River Trent belonging to such owner by reason of the construction of such works as aforesaid ;
- (6) The Company shall during the progress of such works as aforesaid take all reasonable precautions for preventing trespass on the lands of the owners and any nuisance or annoyance to them or their tenants ;
- (7) If any difference shall arise between the Company and such owners as to the due fulfilment of the provisions of this section the difference shall be referred to and be determined by a civil



engineer to be appointed (unless otherwise agreed on) by the president for the time being of the Institution of Civil Engineers on the application of the Company or of the owner or owners claiming to be affected and the decision of such engineer shall be final and binding on both parties and the costs of the reference shall be borne as he shall direct And the Company shall execute and do any works and things which the engineer so appointed may determine to be necessary for the purposes aforesaid.

A.D. 1887.

**46.** For the protection of the Right Honourable Digby Baron Middleton his heirs or assigns or other the person or persons for the time being liable to keep in repair the bridge at South Muskham by which the great north road is carried over the River Trent (all of whom are in this section intended to be included in the expression "the said Lord Middleton") the following provisions shall have effect (that is to say) :—

For the protection of South Muskham Bridge.

- (1.) Notwithstanding anything in this Act or in any of the recited Acts contained it shall not be lawful for the Company to execute any works in or on or affecting the bed or banks of the River Trent within a distance of two hundred yards of the said bridge unless and until they shall have given notice in writing to the said Lord Middleton of their intention to commence such works supplemented if so required by the said Lord Middleton by plans sections and specifications showing the situation nature extent and full particulars of such works and until the assent of the said Lord Middleton thereto has been given (by writing under his hand) and unless and until all such works as shall be considered necessary or shall be required by the said Lord Middleton for the proper protection of the said bridge and the foundations thereof and the works connected therewith by reason of the said proposed works of the Company or the execution thereof shall have been first executed and completed by and at the expense of the Company to the satisfaction of the said Lord Middleton Provided that if the said Lord Middleton omit to signify his approval or disapproval of the proposed works within one month after such notice and delivery if so required of such plans sections and specifications as aforesaid such omission shall be deemed an assent within the meaning of this section Provided also that this sub-section shall not apply to any works or operations requiring to be made for the purpose of preserving and maintaining the channel of the river as the

A.D. 1887.

same may have been dredged deepened or altered in accordance with the plans and sections so approved as aforesaid ;

(II.) If any injury or damage be done or caused or arise to the said bridge or the foundations thereof or any works connected therewith from or by reason or in consequence of any works or operations executed or authorised by or any act or omission of the Company then whether any such protective works as aforesaid shall have been required and executed or not such injury and damage shall forthwith be repaired and made good by and at the expense of the Company to the satisfaction of the said Lord Middleton or the said Lord Middleton may at his option and without any notice repair and make good the same and the cost of such reparation and making good shall be forthwith repaid to the said Lord Middleton by the Company on demand and may be recovered with full costs as a simple contract debt in any court of competent jurisdiction and the Company shall indemnify the said Lord Middleton for and against any action suit claim demand or proceeding in respect of any want of repair damage or injury caused or resulting to the said bridge or the approaches thereto or the foundations or piers thereof by reason of any such works or operations ;

(III.) If any difference shall at any time arise between the said Lord Middleton on the one hand and the Company on the other hand as to the nature or position or mode of construction or the efficiency or sufficiency of such protective or other works or any of them or as to the reasonableness of any requirements of the said Lord Middleton under this section or of his disapproval or refusal to approve of any such proposed works of the Company as aforesaid or as to whether any such injury or damage as aforesaid has been done or caused or has arisen from or by reason or in consequence of any works or any act or omission of the Company every such difference shall be from time to time referred to and determined at the expense of the Company by an engineer to be agreed upon by the said Lord Middleton and the Company or him failing or in default of such agreement by an engineer to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers in London and the decision of such referee shall be final and binding on the parties and shall be carried into effect.

Company to  
construct  
ferry in place

47. In lieu of the ford upon the River Trent at Stoke Bardolph belonging or reputed to belong to the Right Honourable the Earl of

Carnarvon the Company shall construct and provide at the point where the existing ferry belonging or reputed to belong to the said Earl crosses the said river about two hundred yards from the said ford and shall for ever maintain work and keep in repair a chain ferry across the river suitable for all descriptions of vehicular traffic and for conveying three-ton loads together with a waggon and not more than four horses and shall at all times permit the said Earl and his tenants on both sides of the said river and his and their servants to use the said chain ferry both by night and by day free of charge with power to the Company to charge to all other persons for the use of the said ferry such tolls or charges as the said Earl is entitled to charge in respect of the said existing ferry The Company shall also make and maintain proper and convenient approaches to the said ferry on both sides the River Trent with gradients thereto not steeper than one in fifteen and shall purchase at a price to be agreed upon or settled as hereinafter provided the boat chain and other appliances at present in use at the said ferry If any difference shall arise as to the due fulfilment of the above obligation to construct and maintain such ferry as aforesaid such difference shall be referred to and be determined by a civil engineer to be appointed (unless otherwise agreed on) by the president for the time being of the Institution of Civil Engineers on the application of the Company or of any person entitled to use such ford or ferry as aforesaid and the decision of such engineer shall be final and binding on both parties and the costs of the reference shall be borne as he shall direct And the Company shall execute any works which the engineer so appointed may determine to be necessary for the purposes aforesaid.

A.D. 1887.  
of ford at  
Stoke Bar-  
dolph.

48. Where the Company shall under the powers by this Act granted remove any ford upon the River Trent not now actually disused they shall be bound to construct and provide in such position as shall be determined by two justices of the peace for the county or either of the counties in which such ferry is situated and shall for ever maintain and keep in repair a chain ferry across the river suitable for all descriptions of vehicular traffic and for conveying three-ton loads together with a waggon and not more than four horses and shall at all times permit all persons entitled to use the road leading to such ferry to work and use the said chain ferry both by night and by day The Company shall also make and maintain proper and convenient approaches to the said ferry on both sides of the River Trent with gradients thereto not steeper than 1 in 15 If any difference shall arise as to the due fulfilment of the above obligation to construct and maintain such ferry as

Company to  
construct  
ferries in  
place of  
fords.

A.D. 1887.

aforesaid such difference shall be referred to and be determined by a civil engineer to be appointed (unless otherwise agreed on) by the president for the time being of the Institution of Civil Engineers on the application of the Company or of any person entitled to use such ford or ferry as aforesaid and the decision of such engineer shall be final and binding on both parties and the costs of the reference shall be borne as he shall direct. And the Company shall execute any works which the engineer so appointed may determine to be necessary for the purposes aforesaid.

For the protection of  
Gainsborough  
Bridge.

49. For the protection of Gainsborough Bridge the following provision shall have effect (that is to say):—

Before the Company dredge or excavate any portion of the bed or bank of the River Trent within one hundred yards of Gainsborough Bridge the Company shall give to the clerk to the Company of Proprietors of Gainsborough Bridge fourteen clear days' notice in writing specifying the place or places at which such dredging or excavation is to be executed and the time at which the same shall be commenced accompanied by plans and sections showing the position depth and extent of the intended dredging or excavation and if prior to the expiration of such notice the Company of Proprietors of Gainsborough Bridge (in this section called "the Bridge Company") shall object to such dredging or excavation and thereof shall give notice to the Company in writing then the Company shall not proceed with such dredging or excavation until the Company and the Bridge Company have agreed as to what dredging or excavation (if any) can be executed with due regard to the safety of such bridge and in default of such agreement within fourteen days from the last-mentioned notice any difference or dispute with regard to such dredging or excavation shall be determined by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers on the application of either the Company or the Bridge Company and any damage or injury to the said bridge which may be occasioned by reason of the works or operations of the Company shall be made good and paid by the Company.

For the protection of  
Trent Bridge  
at Nottingham.

50. For the protection of Trent Bridge at Nottingham the following provision shall have effect (that is to say):—

Before the Company dredge or excavate any portion of the bed or bank of the River Trent within one hundred yards of Trent Bridge the Company shall give to the town clerk of the borough of Nottingham fourteen clear days' notice in writing

specifying the place or places at which such dredging or excavation is to be executed and the time at which the same shall be commenced supplemented if so required by the town clerk within seven days after the delivery of such notice by plans and sections showing the position depth and extent of the intended dredging or excavation and if within fourteen days from the delivery of such notice or of such plans and sections as the case may require the mayor aldermen and burgesses of the borough of Nottingham (in this section called "the Nottingham Corporation") shall object to such dredging or excavation and thereof shall give notice to the Company in writing then the Company shall not proceed with such dredging or excavation until the Company and the Nottingham Corporation have agreed as to what dredging or excavation (if any) can be executed with due regard to the safety of such bridge and in default of such agreement within fourteen days from the last-mentioned notice any difference or dispute with regard to such dredging or excavation shall be determined by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers on the application of either the Company or the Nottingham Corporation and any damage or injury to the said bridge which may be occasioned by reason of the works or operations of the Company shall be made good and paid by the Company.

**51.** For the protection of the bridges in the county of Nottingham (in this section called "any county bridge") and of the main roads leading from Newark to Kelham and from Newark to South Muskham respectively (in this section called "any main road") the following provisions shall have effect (that is to say) :—

For the protection of Nottingham county bridges and main roads.

1. The Company shall not commence any works under the provisions of this Act for dredging deepening or altering the navigable channel of the River Trent within two hundred yards of the bridge known as Kelham Bridge or within one hundred yards of the bridge known as Newark Dyke Bridge until they shall have given notice in writing to the clerk of the peace for the information of the justices of the peace of the said county of Nottingham or other county authority for the time being (hereinafter called the county authority) of their intention to commence the said works respectively supplemented when required by the clerk of the peace by plans and sections showing the intended works together with a specification or description thereof in writing and until the assent of the county authority has been given thereto

A.D. 1887.

Provided that if the county authority omit to signify their approval or disapproval within two months after the service of the said notice and delivery of the said plans sections and specification if required as aforesaid such omission shall be deemed an assent within the meaning of this section. Provided also that the foregoing provision shall not apply to any works or other operations requiring to be made for the purpose of preserving and maintaining the channel as the same may have been dredged deepened or altered in accordance with the plans so approved as aforesaid;

2. In the event of its being necessary in the opinion of the county authority in consequence of any works or operations or any intended works or operations of the Company to carry the foundations of any county bridge lower than at present or to do other works for strengthening or protecting any county bridge or any main road the Company shall immediately and without delay underpin such foundations and carry out such other works as the county authority may require and to the reasonable satisfaction of the county surveyor for the time being and if the county authority shall consider any further strengthening or protecting works to be necessary at any future time owing to the acts or default of the Company the same shall be carried out to the satisfaction of the county surveyor for the time being and at the expense of the Company;
3. Any damage which may occur or be occasioned to any county bridge or any main road by reason of any works or operations of the Company or in underpinning strengthening protecting and making good any county bridge or the foundations thereof or any main road or any compensation awarded by or to the county authority on account of damage or inconvenience caused by the obstruction or delay in making good any failure in such bridge or any main road shall be made good and paid by the Company;
4. Any difference between the county authority and the Company as to the necessity for any works provided for by this section or as to the manner of carrying out the same or as to the amount of damage caused or compensation to be made by the Company as hereinbefore provided shall be determined by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers on the application of either of the parties and the decision of such engineer shall be final and binding.

52. For the protection of the trustees of Cavendish and Harrington Bridges (in this section called "the trustees") the following provisions shall have effect (that is to say):—

A.D. 1887.

For the protection of the trustees of Cavendish and Harrington Bridges.

(I.) Notwithstanding anything in this Act or in any of the recited Acts contained it shall not be lawful for the Company to execute any works in or on or affecting the bed or banks of the River Trent within a distance of four hundred yards above or one hundred yards below either the bridge over the River Trent at Shardlow known as Cavendish Bridge or the bridge over the said river at Sawley known as Harrington Bridge unless and until they shall have given notice in writing to the clerk to the trustees of their intention to commence such works respectively supplemented if so required by the trustees by plans sections and specifications showing the situation nature extent and full particulars of such works and until the assent of the trustees thereto has been given by the trustees or any three or more of them by writing under their hands and unless and until all such works as shall be considered necessary or shall be required by the trustees or by their engineer for the time being for the proper protection of the said bridges respectively and the foundations thereof and the works connected therewith by reason of the said proposed works of the Company or the execution thereof shall have been first executed and completed by and at the expense of the Company to the satisfaction of the trustees or their engineer for the time being But so that the works so to be required as aforesaid shall not be such as unnecessarily to interfere with the navigation of the said river Provided that if the trustees omit to signify their approval or disapproval of the proposed works within one month after such notice and delivery if so required of such plans sections and specifications as aforesaid such omission shall be deemed an assent within the meaning of this section Provided also that this section shall not apply to any works or operations requiring to be made for the purpose of preserving and maintaining the channel of the river as the same may have been dredged deepened or altered in accordance with the plans and sections so approved as aforesaid;

(II.) If the trustees shall consider any further strengthening or protecting works to be necessary at any future time for the strengthening or protection of their said bridges owing to the acts or default of the Company the same shall be carried out to the satisfaction of the trustees or their engineer for the time being and at the expense of the Company;

A.D. 1887.

- (iii.) If any injury or damage be done or caused or arise to the said bridges or either of them or the foundations thereof or any works connected therewith respectively from or by reason or in consequence of any works executed or authorised by or any act or omission of the Company then whether any such protecting works as aforesaid shall have been required and executed or not such injury and damage shall forthwith be repaired and made good by and at the expense of the Company to the satisfaction of the trustees or their engineer for the time being or the trustees may at their option and without any notice repair and make good the same and the cost of such reparation and making good shall be forthwith repaid to the trustees by the Company on demand and may be recovered with full costs as a simple contract debt in any court of competent jurisdiction ;
- (iv.) If any difference shall at any time arise between the trustees or their engineer on the one hand and the Company on the other hand as to the nature or position or mode of construction or the efficiency or sufficiency of such protective or other works or any of them or as to the reasonableness of any requirements of the trustees or their engineer under this section or of their or his disapproval or refusal to approve of any such proposed works of the Company as aforesaid or as to whether any such injury or damage as aforesaid has been done or caused or has arisen from or by reason or in consequence of any works or any act or omission of the Company every such difference shall be from time to time referred to and determined at the expense of the Company by an engineer to be agreed upon by the trustees and the Company or him failing or in default of such agreement by an engineer to be appointed on the application of either party by the president for the time being of the Institution of Civil Engineers in London and the decision of such referee shall be final and binding on the parties and shall be carried into effect ;
- (v.) Nothing in this Act or in any of the recited Acts contained shall prejudice or affect any right franchise power privilege or authority of the trustees under their special Acts or otherwise.

For the pro-  
tection of  
Wilford  
Bridge.

**53.** For the protection of Henry Robert Clifton of Clifton in the county of Nottingham his heirs and assigns or other the owner or owners for the time being of the bridge over the River Trent at Nottingham known as Wilford Bridge (all of whom are in this



section intended to be included in the expression "the owner") the following provisions shall have effect (that is to say):— A.D. 1887.

1. The Company shall not commence any works under the provisions of this Act for dredging deepening or altering the navigable channel of the River Trent within one hundred yards of Wilford Bridge until they shall have given notice in writing to the owner of their intention to commence the said works respectively supplemented when required by the owner by plans and sections showing the intended works together with a specification or description thereof in writing and until the assent of the owner has been given thereto. Provided that if the owner omits to signify his approval or disapproval within one month after the service of the said notice and delivery of the said plans sections and specifications if required as aforesaid such omission shall be deemed an assent within the meaning of this section. Provided also that the foregoing provision shall not apply to any works or other operations requiring to be made for the purpose of preserving and maintaining the channel as the same may have been dredged deepened or altered in accordance with the plans so approved as aforesaid;
2. In the event of its being necessary in the opinion of the owner in consequence of any works or operations or any intended works or operations of the Company to carry the foundations of Wilford Bridge lower than at present or to do other works for strengthening or protecting Wilford Bridge the Company shall immediately and without delay underpin such foundations and carry out such other works as the owner or his engineer for the time being may require and to the reasonable satisfaction of such engineer and if the owner or his engineer for the time being shall consider any further strengthening or protecting works to be necessary at any future time owing to the acts or default of the Company the same shall be carried out to the satisfaction of such engineer for the time being and at the expense of the Company;
3. Any damage which may occur or be occasioned to Wilford Bridge by reason of any works or operations of the Company or in underpinning strengthening protecting and making good the said bridge or the foundations thereof or any compensation awarded by or to the owner on account of damage or inconvenience caused by the obstruction or delay in making good any failure in such bridge shall be made good and paid by the Company;

A.D. 1887.

4. Any difference between the owner and the Company as to the necessity for any works provided for by this section or as to the manner of carrying out the same or as to the amount of damage caused or compensation to be made by the Company as hereinbefore provided shall be determined by an engineer to be appointed by the president for the time being of the Institution of Civil Engineers on the application of either of the parties and the decision of such engineer shall be final and binding.

For the pro-  
tection of  
the Great  
Northern  
Railway  
Company.

54. For the protection of the Great Northern Railway Company (hereinafter called "the Great Northern Company") the following provisions shall take effect (that is to say):—

(1.) Notwithstanding anything contained in the Great Northern Railway Act 1846 or the Ambergate Nottingham Boston and Eastern Junction Railway Act 1846 or this Act the Company shall not at any time except in case of emergency commence to scour dredge deepen enlarge or improve any portion of the beds banks shores or channels of the Newark branch of the River Trent within one hundred yards of the Great Northern Company's Newark Dyke bridge carrying their main line of railway over the said Newark branch or of the River Trent within one hundred yards of the Radcliffe Viaduct carrying the Great Northern Company's Nottingham and Grantham Railway over that river or except as hereinafter provided within one hundred yards of the Trent Lock at the termination of the Nottingham Canal near the Trent Bridge at Nottingham or of the Nether Lock at the termination of the Grantham Canal near the said Trent Bridge or of any works in connexion therewith respectively until they shall have given to the Great Northern Company twenty-one days' notice in writing of their intention to commence their said works respectively accompanied if and when so required by the Great Northern Company with plans sections and specifications showing the place or places at which such works respectively are to be executed and the depth width and extent thereof respectively and until the Great Northern Company shall have signified their approval of the same under the hand of their engineer or (in case of any difference between the Company and the Great Northern Company) until the same shall have been approved by an arbitrator to be appointed as hereinafter provided Provided that if for the space of twenty-one days after service of the said notice and delivery of the said plans sections and specifications if required as aforesaid the Great Northern Company fail to

signify their approval or disapproval thereof or to submit any such difference to arbitration they shall be deemed to have approved of the same. Provided also that this section shall not apply to any works or operations requiring to be made for the purpose of preserving and maintaining the channel of the river as the same may have been dredged deepened or altered in accordance with the plans so approved as aforesaid. Provided also that this section shall not apply or extend to any dredging or deepening operations which the Company may find to be necessary for protecting improving and maintaining any of their wharves or other property abutting upon the river at or near the said Trent Lock or the access thereto from the river ;

- (2.) The said works respectively shall be executed by the Company in accordance with the plans sections and specifications so approved and in all respects to the reasonable satisfaction of the engineer for the time being of the Great Northern Company (who shall have access for the purposes of this section to the works of the Company at all reasonable times) and so as not to alter or interfere with any of the said railways or locks or the convenient user thereof respectively or to impede or interfere with the traffic of the Great Northern Company ;
- (3.) The Company shall bear and on demand pay to the Great Northern Company the expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching their said railways and locks during the execution of the said works respectively and for preventing as far as may be all interference obstruction danger or accident that may arise from any act or default of the Company or any contractor employed by them or any person in the employ of them or him but the employment of such inspectors and watchmen shall not in any way relieve the Company from their liability under this Act ;
- (4.) The Company shall from time to time be responsible for and make good to the Great Northern Company all costs losses damages and expenses from time to time occasioned to the Great Northern Company or to their railways or locks or to the traffic thereon or to any person or persons using the same or otherwise by reason of the execution or failure of any of the said works or any act or omission of the said Company or of any contractor or of any person in the employ of them or him and the Company shall effectually indemnify and hold harmless the Great Northern Company from all claims

A.D. 1887.

and demands upon or against them by reason of any such execution or failure and of any such act or omission ;

(5.) The reasonable costs and charges of the Great Northern Company and of their engineer in reference to the matters aforesaid shall be defrayed by the Company ;

(6.) Any dispute or difference which may from time to time arise between the Company on the one hand and the Great Northern Company on the other hand with reference to any works referred to in this section shall be referred to an engineer to be appointed (unless otherwise agreed on) upon the application of either party by the president for the time being of the Institution of Civil Engineers and the decision of such arbitrator shall be final and conclusive and the costs of and incidental to such arbitration shall be borne and paid as he may direct :

Nothing in this Act contained shall prejudice take away lessen or interfere with any of the property rights powers interests or privileges of the Great Northern Company otherwise than is by this Act expressly provided.

For the protection of the Midland Railway Company.

**55.** For the protection of the Midland Railway Company (hereinafter called " the Midland Company ") the following provisions shall take effect (that is to say) :—

1. Notwithstanding anything contained in any Act of Parliament relating to the Midland Railway Company or this Act the Company shall not at any time except in case of emergency commence to scour dredge deepen enlarge or improve any portion of the beds banks shores or channels of the Newark branch of the River Trent within one hundred yards of the Midland Company's bridges carrying their main or branch lines of railway over the said Newark branch or of the River Trent within one hundred yards of any bridge carrying any railway of the Midland Company over that river or of the Trent and Mersey Canal or of the Derby Canal within one hundred yards of any bridge carrying any railway of the Midland Company over those canals respectively until they shall have given to the Midland Company twenty-one days' notice in writing of their intention to commence their said works respectively accompanied if and when so required by the Midland Company with plans sections and specifications showing the place or places at which such works respectively are to be executed and the depth width and extent thereof respectively and until the Midland Company shall have signified their approval of the same under

A.D. 1887.

the hand of their engineer or (in case of any difference between the Company and the Midland Company) until the same shall have been approved by an arbitrator to be appointed as hereinafter provided. Provided that if for the space of twenty-one days after service of the said notice and delivery of the said plans sections and specifications if required as aforesaid the Midland Company fail to signify their approval or disapproval thereof or to submit any such difference to arbitration they shall be deemed to have approved of the same. Provided also that this section shall not apply to any works or operations requiring to be made for the purpose of preserving and maintaining the channel of the river as the same may have been dredged deepened or altered in accordance with the plans so approved as aforesaid;

- (2) The said works respectively shall be executed by the Company in accordance with the plans sections and specifications so approved and in all respects to the reasonable satisfaction of the engineer for the time being of the Midland Company (who shall have access for the purposes of this section to the works of the Company at all reasonable times) and so as not to alter or interfere with any of the said railways or the convenient user thereof respectively or to impede or interfere with the traffic of the Midland Company;
- (3) The Company shall bear and on demand pay to the Midland Company the expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching their said railways during the execution of the said works respectively and for preventing as far as may be all interference obstruction danger or accident that may arise from any act or default of the Company or any contractor employed by them or any person in the employ of them or him but the employment of such inspectors and watchmen shall not in any way relieve the Company from their liability under this Act;
- (4) The Company shall from time to time be responsible for and make good to the Midland Company all costs losses damages and expenses from time to time occasioned to the Midland Company or to their railways or to the traffic thereon or to any person or persons using the same or otherwise by reason of the execution or failure of any of the said works or any act or omission of the said Company or of any contractor or of any person in the employ of them or him and the Company shall effectually indemnify and hold harmless the Midland Company from all claims and demands upon or against them by reason of any such execution or failure and of any such Act or omission;

A.D. 1887.

(5) Any dispute or difference which may from time to time arise between the Company on the one hand and the Midland Company on the other hand with reference to any works referred to in this section shall be referred to an engineer to be appointed (unless otherwise agreed on) upon the application of either party by the president for the time being of the Institution of Civil Engineers and the decision of such arbitrator shall be final and conclusive and the costs of and incidental to such arbitration shall be borne and paid as he may direct;

(6) Nothing in this Act contained shall prejudice take away lessen or interfere with any of the property rights powers interests or privileges of the Midland Company otherwise than is by this Act expressly provided.

Works on  
tidal lands  
not to be  
constructed  
except with  
consent of  
Board of  
Trade.

56. The Company shall not under the Act of 1858 or this Act construct 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 re-flows any work without the previous consent of the Board of Trade to be signified in writing under the hand of one of the secretaries or assistant-secretaries of the Board of Trade and then only according to such plan and under such restrictions and regulations as the Board of Trade may approve of such approval being signified as last aforesaid and where any such work may have been constructed the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals. If any such work be commenced or completed contrary to the provisions of this Act the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost and charge of the Company and the amount of such costs and charges shall be a debt due from the Company to the Crown and shall be recoverable accordingly with costs.

Lights on  
works.

57. The Company shall on or near the works below high-water mark to be constructed under the powers of the Act of 1858 or of this Act during the whole time of the constructing altering or extending exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time requires or approves and (notwithstanding the enactments for the time being in force respecting lighthouses) shall also on or near the works when completed always maintain exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) for the guidance of ships as the Board of Trade from time to time requires or approves. If the

Company fail to comply in any respect with the provisions of the present section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds. A.D. 1887.

58. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company under the powers of the Act of 1858 or of this Act on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable accordingly with costs or the same may be recovered with costs as a penalty is recoverable from the Company. Survey of works by Board of Trade.

59. If a work constructed by the Company under the powers of the Act of 1858 or of this Act on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable accordingly with costs or the same may be recovered with costs as a penalty is recoverable from the Company. Abatement of works abandoned or decayed.

60. Nothing in this Act or in the Act of 1884 shall be deemed or construed to prejudice any of the sections and provisions contained in the Act of 1858 and in the schedule annexed to that Act for the protection and preservation of fish and for the protection of any fishery or fisheries upon the River Trent and particularly the fishery at Kings Mills formerly belonging to the Right Honourable Francis Rawdon Hastings Earl of Moira named in that schedule and now belonging to and enjoyed by the Right Honourable Charles Frederick Baron Donington but all such sections and provisions shall be and continue in as full force and effect as if this Act had not been passed and shall be deemed to extend and apply to all weirs dams and other works which may hereafter be erected constructed or made under the Act of 1783 the Act of 1794 the Act of 1858 the Act of 1884 and this Act or any of them and to all alterations of weirs dams and other works which may at any time be made under the authority of the said Acts and this Act or any of them and shall be read and have effect accordingly And the Company or any person authorised by them shall not make erect construct alter or maintain any weir dam or other work in upon or across the bed or channel of the said river so as to obstruct or interfere with the free passage of salmon or other fish up the same. Saving for fisheries.

A.D. 1887. nor shall any works made erected constructed altered or maintained under the authority of the said Acts or this Act or any of them be made use of by any person as the means or for the purpose of taking or to facilitate the taking of salmon or other fish.

Saving  
rights of the  
Crown in the  
foreshore.

61. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors.

Act not to  
exempt  
Company  
from any  
general Act.

62. Nothing in this Act contained shall exempt the Company from the provisions of any general Act regulating the manner of charging tolls and other charges upon canals or navigations in respect of passengers goods animals articles and things of a like description which may hereafter pass during this or any future session of Parliament.

Expenses of  
Act.

63. All the costs charges and expenses of incident and preliminary to the preparing and applying for obtaining and passing of this Act and otherwise in relation thereto shall be paid by the Company.



## SCHEDULE referred to in the foregoing Act.

A.D. 1887.

AN AGREEMENT made the fourteenth day of April 1887 between EDWARD MITFORD HUTTON RIDDELL of Newark-on-Trent banker on behalf of a Company proposed to be incorporated by a Bill now before Parliament under the name of the Trent (Burton-on-Trent and Humber) Navigation Company (hereinafter called "the Company") of the one part and the Commissioners appointed under the Local Act passed in the year 1772 "for improving and completing the navigation of that branch " of the River Trent which runs by the town of Newark-upon-Trent " from a place called the Upper Weir in the parish of Averham in " the county of Nottingham to a place called the Crankleys in the " parish of South Muskham in the said county" (hereinafter called "the Commissioners") of the other part.

WHEREAS a Bill has been introduced into and is now pending in Parliament intituled "An Act to provide for the improvement and maintenance of the " navigation of the River Trent from Wilden Ferry in the counties of Derby " and Leicester or one of them to the River Humber in the county of " Lincoln and for other purposes" by which Bill it is proposed to incorporate a Company for the purpose of carrying into effect the objects thereof NOW IT IS HEREBY AGREED by and between the parties hereto as follows that is to say:—

1. All the powers duties and obligations of the Commissioners under the said Act of 1772 with respect to the maintenance and repair and otherwise in respect of the navigation including locks dams and appurtenances connected therewith shall during the continuance of the lease hereinafter mentioned be exercised and performed by and at the expense of the Company and all new works which may from time to time in the opinion of the Company be necessary (including bridges over the navigation) shall during the continuance of such lease be made executed and maintained by and at the expense of the Company.

Company to take over powers and duties of Commissioners during continuance of lease.

2. Plans of all new works and of all works of structural repair shall be submitted by the Company to the Commissioners for approval before the commencement of such works and if such approval be not given within four weeks the Company may by notice served on the Commissioners require the questions or question in dispute to be referred to arbitration in manner hereinafter provided.

Approval of plans of works by Commissioners.

3. The Company their agents officers contractors servants and workmen shall afford to the Commissioners and their agents and officers every facility for viewing and inspecting any such works during their execution and the

Right of Commissioners to inspect works.

A.D. 1887.

Commissioners may notify to the Company any deviation from the plans as approved by them or as settled by arbitration and may require the work to be executed in accordance with those plans and if the Company fail to comply with any such requisition they shall forfeit and pay to the Commissioners for every such non-compliance the sum of fifty pounds and in the case of a continuing non-compliance shall further forfeit and pay a sum of one pound for every day during the continuance of such non-compliance and in case any difference or dispute shall arise with respect to the matters referred to in this clause every such difference or dispute shall be referred to arbitration in manner hereinafter provided.

Lease to be  
granted to  
Company by  
Commis-  
sioners.

4. The Commissioners shall demise to the Company for a period of ninety-nine years from the passing of the said Bill into an Act at the yearly rent of two hundred and forty-three pounds seventeen shillings payable half yearly all such rates duties or tolls as the Commissioners are now entitled to levy by virtue of the said Act of 1772 and such rates duties or tolls shall be leviable and recoverable by the Company to and for their own use and benefit as well as all forfeitures and penalties which may be incurred by any master owner or manager of any boat barge or other vessel or by any other person for any contravention of any of the provisions of the said Act of 1772.

Company not  
to sublet tolls.

5. The Company shall not make any assignment or sublease of the aforesaid rates duties or tolls nor increase the amount of the said rates duties or tolls above their respective amounts as enforced at the date of this agreement without the previous consent in writing of the Commissioners.

Reservation to  
Commissioners  
of rents &c.

6. All rents payments for use of water and other sums at any time receivable by the Commissioners under or by virtue of the said Act of 1772 (save and except the said rates duties or tolls and the said forfeitures and penalties) are hereby and shall be reserved to the Commissioners.

Company to  
indemnify  
Commis-  
sioners.

7. The Company will at all times indemnify and save harmless the Commissioners from all damages losses charges costs and expenses (other than their establishment or office expenses) whatsoever which would or might have been incurred by the Commissioners or to which they would or might have become liable if this agreement had not been sanctioned by Parliament.

Lease to be  
executed.

8. A proper lease for carrying into effect the provisions of this agreement with respect to the demise of the said rates duties or tolls to the Company and other matters relating thereto shall be prepared by the Commissioners at the expense of the Company and in the event of difference between the Commissioners and the Company as to the construction of the provisions contained in this agreement to be inserted in such lease the difference shall be referred to and conclusively settled by the junior conveyancing counsel of the Chancery Division of the High Court of Justice willing to undertake the reference.

Determination  
of lease in cer-  
tain events.

9. In the event of the Company being wound up or dissolved or failing to pay the rent to be reserved by the said lease or failing to perform the duties and obligations undertaken by them under this agreement or otherwise failing to perform any of the conditions of this agreement the said lease may be determined by written notice from the Commissioners to the Company and the said tolls penalties and forfeitures shall thereupon revert to and become

again leviable receivable and recoverable by the Commissioners and a proviso to the above effect shall be inserted in the said lease. A.D. 1887.

10. Any dispute between the Company and the Commissioners which is by this agreement directed to be referred to arbitration shall be referred to a single arbitrator or to two arbitrators and their umpire pursuant to and so as with regard to the mode and consequences of the reference and in all other respects to conform to the provisions in that behalf contained in the Common Law Procedure Act 1854 and any Act amending the same And on any such reference the costs of and incident to the reference and award shall be in the discretion of the arbitrator arbitrators or umpire who shall have full power to deal with the same as he or they shall think just Any reference to arbitration under this article may be made a rule of Her Majesty's High Court of Justice on the application of either party. Arbitration.

11. This agreement is made subject to confirmation by Parliament and either party shall be at liberty to withdraw therefrom in the event of Parliament making any material alteration therein. Agreement subject to confirmation.

Witness to the signature of the said  
Edward Mitford Hutton Riddell,  
ALEXANDER GRAY,  
Clerk to Messrs. Hollams, Son and  
Coward, Solicitors, Mincing Lane,  
London.

E. M. HUTTON RIDDELL.

Witness to the Signature of the said  
Becher Tidd Pratt,  
W. E. TALLENTS,  
Solicitor, Newark.

BECHER TIDD PRATT,  
(Mayor of the borough of  
Newark - on - Trent, and  
Chairman of the said  
Commissioners.)

London : Printed for HER MAJESTY'S STATIONERY OFFICE,  
By EYRE AND SPOTTISWOODE, Printers to the Queen's most Excellent Majesty.

And to be purchased, either directly or through any Bookseller, from  
EYRE AND SPOTTISWOODE, EAST HARDING STREET, FLEET STREET, E.C.; or  
ADAM AND CHARLES BLACK, 6, NORTH BRIDGE, EDINBURGH; or  
HODGES, FIGGIS, & Co., 104, GRAFTON STREET, DUBLIN.

