



ANNO DECIMO

GEORGIIV. REGIS.

Cap. lxx.

An Act to alter, amend, enlarge, and consolidate certain of the Powers and Provisions of the several Acts passed relating to the River *Weaver* Navigation in the County Palatine of *Chester*.

[22d May 1829.]

WHEREAS an Act was passed in the Seventh Year of the Reign of His late Majesty King George the First, intituled *An Act for making the River Weaver navigable from Frodsham Bridge to Winsford Bridge in the County of Chester*: And whereas an Act was passed in the Thirty-third Year of the Reign of His Majesty King George the Second, intituled *An Act to amend an Act passed in the Seventh Year of the Reign of His late Majesty King George the First, for making the River Weaver navigable from Frodsham Bridge to Winsford Bridge in the County of Chester, and for the more effectual preserving and improving the Navigation of the said River*: And whereas an Act was passed in the Forty-seventh Year of the Reign of His late Majesty King George the Third, intituled *An Act to authorize the Trustees of the River Weaver Navigation to open a more convenient Communication between the said River near Frodsham Bridge and the River Mersey near Weston Point in the Township of Weston in the County of Chester, and to amend Two Acts relative to the said River*: And whereas an Act was

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6 G. 4. c. 29.

passed in the Sixth Year of the Reign of His present Majesty King George the Fourth, intituled *An Act to repeal certain Parts of and to alter and amend an Act passed in the Forty-seventh Year of the Reign of His late Majesty King George the Third, to authorize the Trustees of the River Weaver Navigation to open a more convenient Communication between the said River near Frodsham Bridge and the River Mersey near Weston Point in the Township of Weston in the County of Chester, and to amend Two Acts relative to the said River*: And whereas the Trustees for executing the said several recited Acts have, in pursuance of the Powers and Authorities given to and vested in them in and by the said recited Act of the Forty-seventh Year of the Reign of His late Majesty King George the Third, made and completed the navigable Cut or Canal from the said River *Weaver* in the Township of *Sutton* by *Frodsham* to the River *Mersey* at or near *Weston Point* by the said Act directed; and have also formed, made, and erected, at or near to *Weston Point* aforesaid, at considerable Expence, a Basin, Piers, Lighthouse, Quays, and other Works, to the great Advantage of the Trade and Commerce of the Neighbourhood of the said River *Weaver* and of the said navigable Cut or Canal, and to the Benefit of the Public at large: And whereas the Tonnage Rates and Duties which were payable to the said Trustees in respect of Goods, Wares, Merchandizes, and other Articles carried upon the said navigable Cut or Canal have been found inadequate to the current Expences of preserving, maintaining, completing, and keeping in good Order and Condition the said Cut or Canal and the said several Works; and Doubts have arisen whether the said Trustees are authorized and empowered to apply the Tonnage Rates and Duties arising on the said River *Weaver* between *Frodsham Bridge* and *Winsford Bridge* aforesaid to those Purposes; it is therefore expedient that the same Cut or Canal should be declared to be a navigable Branch of the said River *Weaver*, and the Trustees of the said River authorized and empowered to apply so much of the Tonnage Rates and Duties payable to them under and by virtue of the said several recited Acts, or any of them, in the Maintenance and Support of the said navigable Cut or Canal, and the several Works necessary thereto and connected therewith, as they the said Trustees may from Time to Time deem necessary: And whereas by the said recited Act of the Sixth Year of the Reign of His present Majesty King George the Fourth the Powers of the Commissioners of the Land Tax for the County Palatine of *Lancaster* to settle Differences between the said Trustees of the River *Weaver* Navigation and the respective Owners, Proprietors, and Occupiers of Messuages, Mills, Weirs, Lands, Tenements, or Hereditaments which might be required to be leased or purchased by the said Trustees for the Purposes of the Navigation of the said River *Weaver*, or which might be prejudiced or damaged thereby, and which were vested in the said Commissioners in and by the said recited Act of the Thirty-third Year of the Reign of His Majesty King George the Second, are repealed, and no other Provisions are made or substituted in lieu thereof for the settling such Differences, whereby great Inconveniences have arisen: And whereas, for the due Maintenance and Support of the Navigation of the said River *Weaver*, and of the navigable Cuts and Branches thereof, it is expedient and necessary that proper and effectual

effectual Provision should be made for the settling all Differences which may arise between the said Trustees of the said River *Weaver* and the several Owners of or Persons interested in any Messuages, Mills, Lands, Weirs, Tenements or other Hereditaments, Matters, or Things, which already have been or shall or may be taken, or affected, damaged, or prejudiced by the said Trustees in the Execution of all or any of the Powers vested in them by the said several Acts and this Act, or any or either of them, and for the purchasing or leasing of such Lands, Tenements, Hereditaments, and other Matters and Things, as the said Trustees are authorized to purchase or lease for the more beneficial and convenient ordering, supporting, and maintaining the Navigation of the said River *Weaver*, and of the navigable Cuts or Branches thereof, and for the due rating and assessing the Value of such Lands, Tenements, Hereditaments, and other Matters and Things as aforesaid: And whereas it is expedient that the said recited Acts should in other respects be altered and amended, and some of the Powers thereof respectively enlarged; but the Purposes aforesaid cannot be effected without the Aid and Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That from and immediately after the passing of this Act, the said recited Acts, and all and every the Powers, Authorities, Provisions, Matters, and Things therein respectively contained and provided for, (other than and except such Parts thereof as are varied, altered, or repealed,) shall extend, and be deemed, construed, and taken to extend, to this Act, in as full, large, ample, and beneficial a Manner to all Intents and Purposes whatsoever as if the same were inserted, repeated, and re-enacted in this Act, save and except the Rights of His Majesty, as herein-after provided.

Extending
Power of
recited Acts
to this Act.

II. And be it further enacted, That the said navigable Cut or Canal authorized to be made by the said recited Act of the Forty-seventh Year of the Reign of His late Majesty King *George* the Third shall be and is hereby declared to be a navigable Branch of the said River *Weaver*, and Part of the Navigation thereof; and the same navigable Branch, together with all and every the Basin, Piers, Quays, Works, and other Conveniences made and erected or which may hereafter be made and erected for the carrying on, preserving, maintaining, and using thereof, and the Tonnage Rates, Duties, Profits, and Advantages arising therefrom, shall be and are hereby declared to be vested in the Trustees of the said River *Weaver* and their Successors, and shall be deemed and considered to all Intents and Purposes to be a Part of the said River *Weaver*, in as full, ample, and extensive a Manner to all Intents and Purposes, and with the like Powers, Provisions, and Authorities for repairing, improving, upholding, maintaining, supporting, and preserving the same and regulating the Navigation thereof as are vested in the said Trustees and their Successors by the said recited Acts and this Act, or any of them, with respect to the Navigation of the said River *Weaver* between *Frodsham Bridge* and *Winsford Bridge*, and the navigable Cuts and Branches thereof.

Weston Cut
or Canal
made a
Branch of
the River
Weaver.

III. Pro-

No Rates to
be charged
on Cut from
Weston
Point.

III. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize the said Trustees of the River *Weaver* to take or demand any Rates or Duties for the Use of the said Cut or Canal between the Junction of the same with the River *Weaver* in the Township of *Sutton* by *Frodsham* aforesaid, and its Termination at or near to *Weston Point* aforesaid.

Tidal Waters
of *Weaver*
and *Mersey*
not to be fur-
ther diverted.

IV. And be it further enacted, That nothing in this or the said recited Acts contained shall be construed to authorize the said Trustees of the River *Weaver* to divert the Waters of the said Rivers *Weaver* or *Mersey*, or either of them, or of the said navigable Cut or Canal, into any other Cuts or Canals: Provided nevertheless, that it shall be lawful for the said Trustees at any Time or Times to straighten, support, maintain, and improve the Navigation of the said River *Weaver*, and the navigable Branches thereof, between *Frodsham Bridge* and *Winsford Bridge* aforesaid, and the said navigable Cut or Canal, as they are now empowered to do, and to make any Docks, Basins, Slips, Side Cuts, or other Works upon or near to the Sides of the said River *Weaver*, and the navigable Branches thereof, between *Frodsham Bridge* and *Winsford Bridge* aforesaid, for the Use and Convenience of the said Navigation and of the Salt Manufacturers and others navigating thereon.

Trustees not
to extend
Works far-
ther into the
Tideway, &c.

V. Provided also, and be it further enacted, That nothing in this or the said recited Acts contained shall be construed to authorize the said Trustees to extend the said Cut or Canal, or the Piers, Walls, Embankments, or Works by the said recited Act of the Forty-seventh Year of the Reign of His said late Majesty King the *George* Third authorized to be made, to a greater Extent Westward or Northward into the Tideway of the said Rivers *Weaver* or *Mersey* at or near *Weston Point* aforesaid than is laid down and delineated by a Line in a Map or Plan authenticated by the Right Honourable the Speaker of the House of Commons (who is hereby authorized and directed so to authenticate the same), of which Map or Plan so authenticated there shall be Four Copies, which Copies shall be deposited in manner herein-after mentioned; (that is to say,) One Copy thereof so authenticated shall be deposited in the Office of the Chancellor of the Duchy of *Lancaster*; One other Copy thereof so authenticated, in the Office of His Majesty's Commissioners of Woods, Forests, and Land Revenue, or of the Surveyor General of the Land Revenues for the Time being; One other Copy thereof so authenticated shall, within Two Calendar Months next after the passing of this Act, be deposited with the Clerk of the Peace for the said County Palatine of *Chester*; and the other Copy thereof so authenticated shall, within the like Period, be deposited with the Clerk to the said Trustees; to the end that all Persons may at all seasonable Times have Liberty to inspect the said Plans so deposited with the Clerk of the Peace and the Clerk of the said Trustees for the Time being, and to take Copies thereof or Extracts therefrom at their Will and Pleasure, paying the Sum of Ten Shillings for every such Inspection and for the Copy thereof; and the said Maps or Plans, or any Copy thereof, or of so much or such Part or Parts thereof

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respectively

respectively as shall relate to any Matter or Thing in question, certified by the said Clerk of the Peace or his Deputy, or by the said Clerk to the said Trustees, to be a true Copy, shall be and is hereby declared to be good Evidence in all Courts of Law and Equity: Provided nevertheless, that in any Extension of Works by the said Trustees beyond their present Works at or near *Weston Point*, within the said Line, the Termination of such Works shall be so constructed and built as to preserve the same Line of Curvature to the Northward and Westward as is denoted in and by the said Plan, and so as to avoid, as far as may be practicable, any Interruption to the free and regular Course of the Tide.

VI. And whereas Doubts have arisen whether that Part of the River *Dane* immediately communicating with the said River *Weaver*, being in Length Four hundred and fifty Yards or thereabouts, is so far to be considered a navigable Branch of the said River *Weaver* as that the said Trustees of the River *Weaver* are in and by any of the said recited Acts authorized and empowered to cleanse, scour, and deepen the same, and it is expedient that such Doubts should be removed; be it therefore enacted, That the said Part of the said River *Dane* shall, for the Purpose of cleansing, scouring, and deepening the same for the Purpose of Navigation, be deemed and taken to be a navigable Branch of the said River *Weaver*.

Part of the River *Dane* shall, for the Purpose of cleansing, &c. be deemed to be a Branch of the River *Weaver*.

VII. And be it further enacted, That so much of the said recited Act of the Forty-seventh Year of the Reign of His late Majesty King *George* the Third as directs and appoints the Commissioners of the Land Tax for the Time being for the County Palatine of *Lancaster*, and in case at any Time there should not be any such Commissioners, then and in such Case, from Time to Time as often as the same should so happen, the Persons who were the last Commissioners of the Land Tax for the said County, and such Persons as were qualified to have acted as Commissioners of such Land Tax if they had been appointed Commissioners for the said Tax, or any Seven or more of them assembled together in such Manner as therein is mentioned and directed, to be Commissioners for the settling, determining, and adjusting all Questions, Matters, and Differences which should or might arise between the said Trustees, their Successors and Assigns, or any of them, and the several Proprietors of and Persons interested in any Lands, Grounds, Tenements, Hereditaments, or other Matters or Things that should or might be affected or prejudiced by the Execution of any of the Powers granted by the said recited Act of the Forty-seventh Year of the Reign of His said late Majesty King *George* the Third, and all the Powers and Provisions given by the said recited Act to such Commissioners for the settling, determining, and adjusting the said Questions, Matters, and Differences, be repealed, and the same is and are hereby declared to be repealed, and null and void to all Intents and Purposes whatsoever.

Repealing so much of the 47 G. 3. as appoints the Commissioners of the Land Tax for Lancashire to settle Differences.

VIII. And be it further enacted, That the Satisfaction to the Owners and Occupiers of and Persons interested in any Mills, Weirs, Lands, Tenements, or Hereditaments respectively, for any Damage

Satisfaction for Damages to be ascertained in that

[*Local.*]

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manner here-
in-after men-
tioned.

that may happen or be occasioned to such Mills, Weirs, Lands, Tenements, or Hereditaments, for or on account of the said Navigation, shall be made in the Manner herein-after mentioned.

Satisfaction
to be made
for Lands
for the Pur-
poses of the
Navigation.

IX. And be it further enacted, That all Bodies Politic, Corporate, or Collegiate, Husbards, Guardians, Trustees, Committees, Executors or Administrators, for and on behalf of their Cestuique Trusts, whether Femes Covert, Infants, or Issue unborn, Lunatics or Idiots, and other Persons by any of the said herein-before recited Acts capacitated or enabled to sell and convey Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments, and the Owner and Owners, and Occupier and Occupiers of any Lands, Tenements, or Hereditaments which the said Trustees or any of them are by the said recited Acts or any of them, or by this Act, empowered to alter, dig, take, or use for the Purposes of the Navigation of the said River *Weaver*, and of the navigable Cuts or Branches thereof, and of the several Works and other Conveniences connected therewith, and each and every of them, may accept and receive Satisfaction for the Value of such Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments, and also Compensation for the Damages to be sustained by them or any of them by reason of the Execution of all or any of the Powers vested in the said Trustees by the said several herein-before recited Acts and this Act, or any or either of them, and also for or by reason of the severing or dividing the same Lands and Hereditaments from the other Lands and Hereditaments belonging to any such Body or Bodies Politic, Corporate, or Collegiate, Husbards, Guardians, Trustees, Committees, Executors or Administrators, and other Person or Persons interested therein, and for or on account of the Detriment, Injury, Loss, Damage, or Prejudice which shall or may be sustained by such Body or Bodies Politic, Corporate, or Collegiate, Husbards, Guardians, Trustees, Committees, Executors or Administrators, and other Person or Persons interested therein, in such gross Sum or Sums as shall be agreed upon between the said Owners and Occupiers respectively or any of them, and the said Trustees of the said River *Weaver* or any Five or more of them; and in case the said Trustees of the said River *Weaver* and the said Parties interested in such Lands or other Hereditaments cannot or do not agree as to the Amount or Value of such Satisfaction or Compensation, the same shall be ascertained and settled by the Verdict of a Jury in manner herein-after directed.

Difference
respecting
Price of Land
or Damages
to be settled
by a Jury.

X. And be it further enacted, That in case of any Difference between the said Trustees of the said River *Weaver* and any Body or Bodies Politic, Corporate, or Collegiate, Husbards, Guardians, Trustees, Committees, Executors or Administrators, and other Person or Persons so interested, entitled or capacitated to sell or lease as aforesaid, for and on behalf of himself or herself, or for or on behalf of his or her Cestuique Trust, or of the Person or Persons entitled in Remainder or Reversion after him or her as aforesaid, or of any other incapacitated Person as aforesaid, relative to the Price or Value, or Damages or Recompence, to be given for any Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments, or other Matters or Things which already have been or shall or may be taken, affected,

affected, damaged, or prejudiced by the said Trustees of the said River *Weaver*, for the Purposes of the said recited Acts and this Act, or any of them; and in case such Price or Value, or Damages or Recompence, cannot be settled, adjusted, and agreed for by and between such Parties and the said Trustees of the said River *Weaver*, or if any such Body or Bodies Politic, Corporate, or Collegiate, Husbands, Guardians, Trustees, Committees, Executors or Administrators, or any other Person or Persons interested or entitled as aforesaid, shall refuse to receive, upon Tender thereof made by the Clerk to the said Trustees of the said River *Weaver* Navigation, such Purchase Money or Recompence as shall be offered to be paid by the said Trustees of the said River *Weaver*, or shall for the Space of Twenty-one Days next after Notice in Writing given to the principal Officer or Officers of any such Body or Bodies Politic, Corporate, or Collegiate, or to such Husbands, Guardians, Trustees, Committees, Executors or Administrators, or other Person or Persons respectively, or left at the last or usual Place or Places of his, her, or their Abode, or with the Tenant or Tenants, Occupier or Occupiers of any Lands or Hereditaments authorized to be taken for the Purposes of the said recited Acts and this Act, or any of them, neglect or refuse to treat, or shall not agree with the said Trustees of the said River *Weaver* concerning the same, or shall by reason of Absence or otherwise be prevented from treating, or shall by reason of Nonage or other Impediment not provided for by this Act be incapable of treating, or making such Agreement as shall be expedient for enabling the said Trustees of the said River *Weaver* to proceed in the making or carrying on the Works authorized by the said recited Acts and this Act, or any of them, or shall not within the said Space of Twenty-one Days produce and fully disclose the State of the Title to the Premises of which they are or shall be in Possession, and to the Interest which they claim therein, then and in any of the said Cases the said Trustees of the said River *Weaver*, or any Five or more of them, shall and they are hereby empowered and required to issue a Warrant under their Hands to the Sheriff of the County Palatine of *Chester*, and in case such Sheriff or his Under Sheriff shall be One of the said Trustees of the said River *Weaver*, or enjoy any Office of Trust or Profit under them, then to any of the Coroners of such County who shall not be so interested as aforesaid, or if all the Coroners shall be so interested, then to the last Person then in being who filled the Office of Sheriff of the same County, and who shall not be interested as aforesaid, commanding such Sheriff or Coroner or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby empowered and required accordingly to impanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*, to appear before the Justices of the Peace for the said County Palatine of *Chester* at some Court of General or Quarter Sessions of the Peace to be holden for the same County, or at some Adjournment thereof, as in such Warrant or Warrants shall be expressed or appointed; and out of such Persons so to be impanelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff,

Sheriff, Under Sheriff, or Coroner, or some Person to be by him appointed, in such and the same Manner as Juries for the Trial of Issues joined in His Majesty's Courts at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff or Coroner or other Person shall return other honest and indifferent Men of the Standers-by, or that can speedily be procured to attend that Service, (being so qualified as aforesaid,) to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the Clerk of the Peace for the said County Palatine of *Chester*, or his Deputy, is hereby empowered and required to summon or call before the said Justices all Persons who shall be thought necessary to be examined as Witnesses touching the Matter in question, and may order and authorize the said Jury, or any Six or more of them, to view the Place or Places or Matter or Matters in controversy; and such Jury upon their Oaths (which Oaths, as well as the Oaths to such Persons as shall be called upon to give Evidence, the said Justices are hereby empowered to administer,) shall inquire of, assess, and ascertain the Sum or Sums of Money to be paid for the Purchase of such Lands, Tenements, or Hereditaments, and also any other separate and distinct Sum or Sums of Money to be paid by way of Recompence, either for the Damages which shall or may before that Time have been so sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damage which shall have been so occasioned as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, repaired, or remedied by the said Trustees of the said River *Weaver*, and which cannot or will not be further obviated, repaired, or remedied by them; and in so doing the said Jury shall take into consideration, not only the Damage or Inconvenience, but also the Advantage and Convenience which shall or may arise by means of the Works to the Person or Persons having such Controversy or Dispute with the said Trustees of the said River *Weaver*; and the said Justices shall accordingly give Judgment for such Purchase Money or Recompence so to be assessed by such Jury; which said Verdict, and the Judgment thereupon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes against all Bodies Politic, Corporate, and Collegiate, Husbands, Guardians, Trustees, Committees, Executors or Administrators, and all other Persons whomsoever: Provided always, that not less than Seven Days Notice in Writing of the Time and Place of Meeting of the said Justices and Jury shall be given by the Clerk to the said Trustees of the said River *Weaver*, to the principal Officer or Officers of any such Body Politic, Corporate, or Collegiate, Husbands, Guardians, Trustees, Committees, Executors or Administrators, Person or Persons respectively, or left at the last or usual Place or Places of his, her, or their Abode, or with some Tenant or Occupier of the Premises to be valued or respecting which any such Question shall arise.

Damages to
be ascertain-
ed separately.

XI. Provided also, and be it further enacted, That the said Juries shall make all Determinations, Judgments, and Verdicts which they shall

shall respectively make and give concerning the Value of Messuages, Mills, Lands, Weirs, Tenements, and Hereditaments, separately and distinctly from any Damages sustained or to be sustained as aforesaid, and shall distinguish the Value set upon the Messuages, Mills, Lands, Weirs, Tenements, and Hereditaments, and the Money assessed or adjudged for such Damages as aforesaid, separately and apart from each other.

from the
Value of
Lands.

XII. And be it further enacted, That if such Sheriff or other Person so directed to summon and return a Jury as aforesaid shall make default in the Premises he shall for every such Offence forfeit and pay the Sum of Fifty Pounds; and if any Person so summoned and returned as aforesaid upon such Jury shall not appear without sufficient Excuse, or appearing shall refuse to be sworn or to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent of this Act, or if any Person so to be summoned to give Evidence shall not appear without sufficient Excuse, after having been paid or tendered a reasonable Sum for his, her, or their Costs and Expences, or appearing shall refuse to be sworn or examined or to give Evidence, then and in every such Case every Person so offending shall forfeit and pay, for the Benefit of the Party for whom or on whose Account such Jury or Witnesses shall be summoned, any Sum not exceeding Ten Pounds, to be levied by virtue of any Warrant under the Hand and Seal of any of the said Justices, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, her, or them the Overplus (if any), on Demand, of the Money thereby produced, after such Penalty and the Charges and Expences of such Distress and Sale shall have been deducted.

Fine on Sher-
riff making
default, and
for Persons
refusing to
appear.

XIII. And be it further enacted, That every such Jury and Jurymen as aforesaid shall also be liable and subject to the same Regulations, Pains, and Penalties as if such Jury and Jurymen had been returned for the Trial of an Issue joined in any of His Majesty's Courts of Record at *Westminster*; and all Persons who in any Examination to be taken by virtue of this Act upon their Oath, (or being of the Society of Persons called *Quakers*, their solemn Affirmation,) shall wilfully and corruptly give false Evidence before any such Jury, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject and liable to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury are by the Laws in being subject and liable.

Respecting
Juries and
Witnesses.

XIV. And be it further enacted, That in every Case where the Verdict of a Jury shall be given for a greater Sum than shall have been previously offered or tendered by the said Trustees of the said *River Weaver* for the Purchase of any Premises to be used or taken by them for the Purposes of the said recited Acts and this Act, or any of them, or as a Compensation or Recompence for any Damage, Loss, or Injury which may happen or arise in the Execution of any of the Powers by the said recited Acts and this Act, or any of them, granted, all the Costs of summoning such Jury, and the Expence of

Expences of
Juries how to
be defrayed.

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Witnesses,

Witnesses, and the Fees of Court on the hearing and determining the said Question, shall be defrayed by the said Trustees; and such Costs and Expences shall be settled and determined by the Clerk of the Peace for the said County Palatine of *Chester*, or his Deputy, (who is hereby authorized and required to settle the same at a Time and Place to be by him appointed, after summoning the Parties interested therein to attend him for that Purpose); and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Trustees of the said River *Weaver*, or of the Treasurer of the said Trustees, (unless such Treasurer shall pay such Costs and Expences out of any Monies received by him by virtue of the said recited Acts and this Act, or any of them, and which he is hereby authorized to do,) under a Warrant to be issued for that Purpose by the Clerk of the Peace for such County, which Warrant such Clerk of the Peace is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for the same or a less Sum than shall have been previously offered or tendered by or on behalf of the said Trustees of the said River *Weaver*, then and in every such Case one Moiety of the said Costs and Expences shall be defrayed by the Person or Persons with whom the said Trustees of the said River *Weaver* shall have such Controversy or Dispute, and the other Moiety thereof shall be defrayed by the said Trustees of the said River *Weaver*; and such first-mentioned Moiety of the said Costs and Expences, having been ascertained and settled by the said Clerk of the Peace in manner herein-before described, shall and may be deducted out of the Money to be determined or adjudged to be paid to such Person or Persons as aforesaid, as so much Money advanced to and for his, her, or their Use; and the Payment or Tender of the Remainder of the Money so to be determined or adjudged shall be deemed and taken to all Intents and Purposes whatsoever to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in all Cases where by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Charges and Expences shall be borne and paid by the said Trustees of the said River *Weaver*.

Persons requesting Juries to enter into Bonds to prosecute.

XV. And be it further enacted, That every Person with whom the said Trustees of the said River *Weaver* shall have any such Controversy or Dispute as aforesaid shall, before the said Trustees of the said River *Weaver* shall be obliged to issue out their Warrant or Warrants for summoning of such Jury as aforesaid, first enter into a Bond, with Two sufficient Sureties, to the Treasurer of the said Trustees of the said River *Weaver*, in a Penalty of One hundred Pounds, to prosecute his or her Complaint, and to bear and pay his or her Proportion of the Costs and Expences of summoning and returning such Jury and of taking such Inquest, and of the summoning and of the Attendance of Witnesses, in case any Part of such Costs and Expences

Expences shall fall upon him or her, to be paid according to the true Intent and Meaning of this Act.

XVI. And be it further enacted, That the said Juries shall and they are hereby respectively empowered to settle what Shares and Proportions of the Purchase Monies or Compensation for Damages which shall be agreed, determined, and adjusted, or assessed in manner as aforesaid, shall be allowed to any Tenant or other Person or Persons having a particular Estate, Term, or Interest in the Premises, for such his, her, or their Interests or respective Interests therein.

Compensation Money to be apportioned.

XVII. And be it further enacted, That all the said Verdicts and Judgments, being first signed by the said Clerk of the Peace for the said County Palatine of *Chester*, or his Deputy, present at the taking of such Verdict, shall be kept by the said Clerk of the Peace among the Records of the Quarter Sessions of the Peace for the said County Palatine, and shall be deemed Records to all Intents and Purposes, and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling and no more, and also to take and make Copies thereof, paying for each Copy after the Rate of Sixpence for every One hundred Words.

Verdicts to be recorded.

XVIII. And be it further enacted, That if any Person shall sustain any Damage in his or her Lands, Tenements, or Hereditaments by reason of the Execution of any of the Powers by the said recited Acts and this Act, or any of them, given, and through or by any Means not herein provided for, then and in every such Case such Damages shall be settled by the said Trustees of the said River *Weaver*, or be determined by a Jury, as herein-before mentioned, and the Amount of such Damages may be recovered, levied, and applied in the Manner herein directed with regard to other Damages; and in every such Case the said Trustees of the said River *Weaver* are hereby, upon the Requisition of the Person or Persons sustaining any such Damages as aforesaid, or his, her, or their Agent, empowered and required to issue a Warrant or Warrants under the Hands and Seals of any Five or more of them, to the Sheriff of the said County Palatine of *Chester*, or other Person by this Act directed in the Cases herein-before provided for, to summon and return a Jury, commanding him to summon a Jury in manner herein-before mentioned.

Other Damages how to be ascertained.

XIX. And be it further enacted, That the said Trustees of the said River *Weaver* shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, to receive or take notice of any Complaint to be made by any Person for any Injury or Damage by him or her sustained or supposed to be sustained by virtue or in consequence of the Execution of any of the Powers of the said recited Acts and this Act, unless Notice shall have been given in Writing, stating the Particulars of such Injury or Damage, and the Amount of the Compensation claimed in respect thereof, by or on behalf

Notice of Injury to be given to the Trustees before Complaint made.

behalf of such Person or Persons, to the said Trustees of the said River *Weaver*, within the Space of Six Calendar Months next after the Time such supposed Injury or Damage shall have been sustained, or the doing or committing thereof shall have ceased.

Power to enter and take possession of Lands, &c. on Payment or Tender of the Purchase Money or Sum assessed.

XX. And be it further enacted, That upon Payment or legal Tender of such Sum or Sums of Money as shall have been agreed upon between the Parties, or assessed by any Jury in manner aforesaid, for the Purchase of any such Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages as herein-before mentioned, to the Proprietor or Proprietors of such Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments, or to such other Person or Persons as shall be interested therein, or entitled to receive such Money or Compensation respectively, within One Calendar Month next after the same shall be so agreed upon, determined, or assessed, or if the Person or Persons so entitled or interested as aforesaid, or any of them, cannot be found, or shall refuse to receive the same, or shall not be able to make a good Title to or shall refuse to execute a Conveyance or Conveyances of the Premises which shall be required for the Purposes of the said recited Acts and this Act, then upon Payment of the said Sum or Sums of Money within the said Period of One Calendar Month into the Bank of *England*, as by the said recited Act of the Sixth Year of the Reign of His present Majesty is directed, where any Money is by that Act directed to be paid into the Bank of *England* for the Use of the Person or Persons entitled thereto, it shall be lawful for the said Trustees of the said River *Weaver*, and their Agents, Workmen, and Servants, immediately to enter upon such Messuages, Mills, Lands, Weirs, Tenements, and Hereditaments respectively, and then and thereupon such Messuages, Mills, Lands, Weirs, Tenements, and Hereditaments, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of any Person or Persons therein, shall thenceforth be vested in and become the Property of the said Trustees, to and for the Purposes of the said recited Acts and this Act; and such Payment or Tender and Investment shall not only bar all Right, Title, Claim, Interest, and Demand of such Person or Persons as aforesaid, and operate as a Merger of all outstanding Terms of Years, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates, in Reversion or Remainder or otherwise, of his, her, or their Issue, and of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Tender, or Investment as aforesaid, it shall not be lawful for the said Trustees of the said River *Weaver*, or for any Person acting under their Authority, to dig, cut, pull down, remove, or interfere with any such Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments for the Purposes of the said recited Acts and this Act, or any of them, without the Leave and Consent of such Person or Persons respectively; and in case any Person shall enter upon any such Premises for any of the Purposes of the said recited Acts and this Act, before such Payment, Tender, or Investment as aforesaid, every Person so offending shall forfeit and pay the

Sum of Five Pounds for every Day he, she, or they shall remain on the said Premises.

XXI. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to give to the said Trustees of the said River *Weaver* any Mines, Minerals, or Coals, Rock Salt, or Brine Springs, or any Stone or Slate, under any Land taken or purchased by them under the Provisions of the said recited Acts and this Act, except only so much and such Parts of such Minerals, Coals, Rock Salt, and Brine Springs, Stone or Slate, as may be necessary to be dug or gotten and used for the Purposes of the said Acts and this Act; but all such Mines, Minerals, Coals, Rock Salt, Brine Springs, Stone or Slate, shall be deemed to be excepted out of such Purchase, and may be worked by the Owners or Lessees thereof, under the said Lands, or any Cuts or Branches of the said River *Weaver*, or other Works of the said Trustees of the said River *Weaver*, as if this Act had not been passed, but so as nevertheless not to prejudice or to injure or to endanger any such Cuts or Branches, or other Works by the said recited Acts. and this Act, or any of them, authorized or directed to be made, completed, supported, and maintained.

Trustees not to claim any Mines, &c. Rock Salt, or Brine Springs.

XXII. And be it further enacted, That every Tenant at Will or Lessee for a Year, or any other Person or Persons, in Possession of any Lands or Hereditaments or any Part thereof which shall be taken or used for the Purposes of the said recited Acts and this Act, and who shall have no greater Interest in the Premises than as Tenant at Will or Lessee for a Year, or from Year to Year, shall deliver up the Possession of such Premises to the said Trustees of the said River *Weaver*, or to such Person or Persons as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Trustees of the said River *Weaver*, or by the Person or Persons so authorized by them, to such Tenant or Lessee or Person in Possession, or left upon the Premises, whether such Notice be given with reference to the Time or Times of the Commencement of such Tenant's holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Trustees of the said River *Weaver*, or such other Time after the Expiration of Six Calendar Months as he, she, or they shall be required; and in case any such Tenant or Lessee, or Persons so in Possession as aforesaid, shall refuse or neglect to give up such Possession as aforesaid, it shall be lawful for the said Trustees of the said River *Weaver* to issue their Precept or Precepts to the Sheriff of the said County Palatine of *Chester* to deliver Possession of the said Premises to such Person or Persons as shall in such Precept or Precepts be nominated to receive the same; and the said Sheriff is hereby authorized and required to deliver Possession of the said Premises accordingly, and to levy such Costs as shall accrue from the issuing and execution of such Precept or Precepts on the Person or Persons so refusing to give Possession as aforesaid, by Distress and Sale of his, her, or their Goods.

Tenants at Will or for Years to quit Lands, &c. after Notice.

Interest of
such Tenant
may be set-
tled by a
Jury.

XXIII. Provided also, and be it further enacted, That where any such Tenant or Lessee shall be required to deliver up the Possession of any Premises so occupied by him or her to the said Trustees of the said *River Weaver*, or to the Person or Persons authorized by them to take Possession thereof as aforesaid, before the Expiration of the Term or Interest of such Tenant or Lessee as aforesaid in the said Premises, the said Trustees of the said *River Weaver* shall and they are hereby directed to make or tender unto such Tenant or Lessee, before they shall issue their Precept or Precepts to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee as herein-before mentioned, Satisfaction or Compensation for the Value of his or her unexpired Term or Interest in the said Premises; which Satisfaction or Compensation, in case of Difference, shall be settled and ascertained in the same Manner as any Satisfaction or Compensation for any Lands or Hereditaments taken, used, affected, damaged, or prejudiced by the said Trustees of the said *River Weaver* is in and by this Act directed to be made and assessed.

Persons hold-
ing under
Lease to pro-
duce the
same.

XXIV. And be it further enacted, That in all Cases where any Person or Persons shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest in any Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments through, in, or upon which the Works by the said recited Acts and this Act or any of them are authorized to be made are intended to pass or be made, under or by virtue of any Demise, Lease, or other Grant thereof, the said Trustees of the said *River Weaver* shall and they are hereby authorized to require such Person or Persons to produce and show the Lease, Demise, or Grant in respect of which such Claim, Satisfaction, or Compensation shall be made; and if such Lease, Demise, or Grant shall not be produced and shown, the Person or Persons claiming under the same shall be considered as holding only from Year to Year.

Mortgages to
be conveyed
to the Trus-
tees after
Tender, &c.

XXV. And be it further enacted, That all and every Person and Persons having any Mortgage on any Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments to be taken, used, affected, damaged, or prejudiced by the said Trustees in execution of the Powers of the said recited Acts and this Act, shall, on Tender of the Principal Money and of the Interest due thereon, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Trustees of the said *River Weaver*, or by such Person or Persons as they shall appoint, immediately convey, assign, and transfer such Mortgage to the said Trustees of the said *River Weaver*, or to such Person or Persons as they shall appoint; or in case such Mortgagee shall have Notice in Writing from the said Trustees of the said *River Weaver* that they will pay off and discharge the Principal Money and Interest which shall be due on the said Mortgage at the End or Expiration of Six Calendar Months, to be computed from the Day of giving such Notice, then at the End of such Six Calendar Months, on Payment of the Principal Money and Interest so due, such Mortgagee or Mortgagees shall convey, assign, and transfer his, her, or their Interest in the Premises to the said Trustees of the said *River Weaver*,

Weaver, or to such Person or Persons as shall be appointed in Trust for them; and in case such Mortgagee or Mortgagees shall refuse to convey and assign as aforesaid, on such Tender or Payment, then all Interest on every such Mortgage shall from thenceforth cease and determine: Provided always, that in case the Sum due for Principal and Interest upon any such Mortgage shall amount to more than the real Value of the Premises to be taken and made use of for the Purposes of the said Acts and this Act, (and which shall be so ascertained to be the Value thereof in manner herein-before directed,) then the said Trustees of the said River *Weaver* shall not be liable to pay to the said Mortgagee more than the real Value of such Premises so ascertained as aforesaid, or the Residue thereof after such Allowance and Payment thereout to any Lessee or Tenant as herein-before directed; provided also, that in case any such Mortgagee shall neglect or refuse to convey or assign as aforesaid, then upon Payment of the Principal Money and Interest due on any such Mortgage as aforesaid into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, for the Use of the said Mortgagee, in like Manner as is by the said recited Act of the Sixth Year of the Reign of His said present Majesty King *George* the Fourth directed in Cases of other Payments into the said Bank the Cashier or Cashiers of the said Bank shall give a Receipt or Receipts for the said Money, in like Manner as by the said Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all and every Person and Persons in Trust for him or her, shall vest in the said Trustees of the said River *Weaver*, and they shall be deemed to be in the actual Possession of the Premises comprised in such Mortgage or Mortgages to all Intents and Purposes whatsoever; provided also, that if such Mortgage or Mortgages shall comprise any other Lands or Hereditaments than those which shall be so taken by the said Trustees of the said River *Weaver*, such Mortgagee or Mortgagees shall, upon Payment of the Sum so ascertained to be the Value of the said Lands or Hereditaments as aforesaid, forthwith convey, assign, and transfer his, her, or their Interest in such Lands and Hereditaments to the said Trustees of the said River *Weaver*, and in default of such Conveyance, Assignment, or Transfer, and on Payment of such Money into the Bank of *England* for the Use of such Mortgagee or Mortgagees, the Cashier or Cashiers of the said Bank shall give such Receipt or Receipts as before mentioned, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of the said Mortgagee or Mortgagees, and of all and every Person and Persons in Trust for him, her, or them, in the said Lands or Hereditaments, the Value whereof shall have been so ascertained and paid into the Bank as aforesaid, shall vest in the said Trustees of the said River *Weaver*, and they shall be deemed to be in the actual Possession of the said Premises to all Intents and Purposes whatsoever, and such Sums of Money shall be deducted from the Amount of the Principal and Interest due to such Mortgagee or Mortgagees by virtue of such Mortgage or Mortgages.

Directing in what Manner Disputes between the Trustees and certain Mortgagees of Land shall be settled.

XXVI. And be it further enacted, That in all Cases where a Part only of any Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments subject to any Mortgage or Mortgages shall be required for the Purposes of the said recited Acts and this Act, and the Mortgagee or Mortgagees thereof shall not consider the remaining Part of such Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments to be a sufficient Security for the Money secured, or shall not be willing to release the Part required for the Purposes of the said recited Acts and this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, then and in every such Case the Price or Value of such Part of the said Lands or Hereditaments as shall be so required for the Purposes aforesaid, and the Compensation (if any) for any Damage done to any such Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments, shall be agreed upon by and between such Mortgagee or Mortgagees, and the Person or Persons entitled to the Equity of Redemption of such Messuages, Mills, Lands, Weirs, Tenements, or Hereditaments, on the one Part, and the said Trustees of the said River *Weaver* on the other Part; and in case of any Difference or Disagreement between them, then such Price or Value and Compensation shall be ascertained or assessed by the Verdict of a Jury in the same Manner as in other Cases of Difference or Disagreement; and the Amount of such Price or Value and Compensation, being so agreed upon or ascertained and assessed as aforesaid, shall be paid to such Mortgagee or Mortgagees in satisfaction of his, her, or their Claim, so far as the same will extend, or in case of his, her, or their neglecting or refusing to release, convey, or assign as herein-before directed, then into the Bank of *England*, as by the said recited Act of the Sixth Year of the Reign of His present Majesty is provided; and such Payment to the Mortgagee or Mortgagees, or into the Bank of *England* as last aforesaid, shall be and be accepted and taken in full Satisfaction of the Claim of such Mortgagee or Mortgagees so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken and used, from all Principal and Interest or other Money due or secured thereon: Provided nevertheless, that notwithstanding any thing herein-before contained, such Mortgagee or Mortgagees shall have, retain, and be entitled to such Sum, and the same Powers, Remedies, and Means for recovering or compelling Payment of his, her, or their Mortgage Money, or of the Residue thereof, (as the Case may be,) and of the Interest thereon respectively, upon and out of the Residue of the mortgaged Lands or Hereditaments not required for the Purposes aforesaid, as he, she, or they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands or Hereditaments originally comprised in such Mortgage or Mortgages.

Enabling the Trustees to sell Lands not wanted.

XXVII. And whereas, by reason of the Purchases which the said Trustees of the said River *Weaver* have already made, or are empowered to make by virtue of the said recited Acts and this Act, they may happen to be seised of more Land than may be necessary for effecting the Purposes of the said recited Acts and this Act, or any of them; be it therefore further enacted, That it shall be lawful for the

the said Trustees to sell and dispose of any Piece or Parcel of such Land or Ground, either in Parcels or together, by public Auction or private Contract, as they shall find most convenient and advantageous, to such Person or Persons as shall be willing to contract for and purchase the same; and such Conveyances from the said Trustees, or any Five or more of them, shall be valid and effectual, any thing in the said recited Acts or this Act contained, or any other Law, Statute, or Custom to the contrary notwithstanding: Provided always, that the said Trustees, before they shall sell and dispose of any such Land or Ground as aforesaid, or any Part or Parts thereof respectively, shall first offer to sell the same to the Person or Persons whose Lands or Premises shall immediately adjoin the Lands or Grounds so proposed to be sold; and such Person or Persons, in case he, she, or they shall be desirous of possessing the same, shall signify such his, her, or their Desire and Intention in that Behalf to the said Trustees, or to their Clerk, within Twenty-one Days next after such Offer of Sale has been made; and in case such Person or Persons shall refuse or decline to avail himself, herself, or themselves of such Offer, or shall neglect or omit to signify his, her, or their Desire and Intention to purchase such Land or Ground for the Space of Twenty-one Days, then and in every such Case an Affidavit made and sworn before a Master or Master Extraordinary in the High Court of Chancery, or before some Justice of the Peace for the said County Palatine of *Chester*, by some Person or Persons not interested in the same Lands or Grounds, stating that such Offer was made by or on the Behalf of the said Trustees, and that such Offer was refused or declined, or was not accepted or agreed to by the Person or Persons to whom the same was made within the Space of Twenty-one Days from the Day or Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made, and was refused or declined, or was not accepted and agreed to within the Time aforesaid by the Person or Persons to whom such Offer was made (as the Case may be); and in case such Person or Persons shall be desirous of purchasing the same, and he, she, or they and the said Trustees shall differ or not agree with respect to the Price or Prices thereof, then and in such Case the Price or Prices thereof shall be ascertained by a Jury in the Manner herein-before directed with respect to the disputed Value of the Premises to be purchased or leased by the said Trustees in pursuance of the said recited Acts and this Act; and the Expences of hearing and determining such Difference shall be borne and paid in like Manner as is herein-before directed with respect to Purchases made by the said Trustees, *mutatis mutandis*, and the Money produced by the Sale or Sales which may be made by the said Trustees of such Lands or Grounds as aforesaid shall be applied to the Purposes of the said recited Acts and this Act, or any of them.

XXVIII. Provided always, and be it further enacted, That upon Payment of the Money which shall arise by Sale or Sales of such Lands, Tenements, or Hereditaments, or any Part or Parts thereof, it shall be lawful for the Treasurer or Clerk for the Time being to the said Trustees to sign and give Receipts for the Money for which

Treasurer or
Clerk of
Trustees,
upon Pay-
ment of
Money, to
give Receipts.

[*Local.*]

the same shall be sold, which Receipts shall be sufficient Discharges to any Person or Persons for the Purchase Money for such Lands, Tenements, or Hereditaments, or any Parts or Parcels thereof, as shall be sold, or for so much thereof as in such Receipts respectively shall be expressed to be received; and such Person or Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money, or any Part thereof.

Form of Conveyance from Trustees.

XXIX. And be it further enacted, That all Conveyances to be made by the said Trustees of the said River *Weaver*, under or by virtue or in pursuance of the several Powers and Authorities to them hereby and by the said recited Acts given, shall be made according to the following Form; (that is to say,)

‘ WE, Five of the Trustees of the River *Weaver* Navigation in
 ‘ the County Palatine of *Chester*, in consideration of the Sum
 ‘ of of lawful *English* Money to us paid by *A. B.*
 ‘ of do hereby, by virtue of the Powers con-
 ‘ tained in an Act passed in the Tenth Year of the Reign of His
 ‘ Majesty King *George* the Fourth, intituled [*here set forth the Title*
 ‘ *of this Act*], grant and release to the said *A. B.* all [*describing the*
 ‘ *Premises to be conveyed*], and all our Estate, Right, Title, and
 ‘ Interest as Trustees as aforesaid, and all the Estate, Right, Title,
 ‘ and Interest of all other the Trustees of the said River *Weaver*, in
 ‘ and to the same and every Part thereof, to hold unto and to the
 ‘ Use of the said *A. B.*, his Heirs and Assigns for ever [*or to such*
 ‘ *Uses as the Purchaser may desire*]. In witness whereof we the
 ‘ said Five Trustees have hereunto set our Hands and Seals,
 ‘ this Day of in the Year of our
 ‘ Lord .

The Word “grant” in Conveyances from the Trustees to amount to certain Covenants.

XXX. And be it further enacted, That in all Conveyances to be made by the said Trustees of the said River *Weaver* under the Authority aforesaid, the Word “grant” shall amount to and be construed and adjudged in all Courts of Judicature to be an express Covenant to the Grantees or other Purchasers, his, her, or their Heirs, Executors, Administrators, or Assigns, from the said Trustees, for themselves and their Successors, that they the said Trustees, notwithstanding any Act done by them, were at the Time of the Execution of such Conveyance seised of the Hereditaments and Premises thereby granted of an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances, and that the Purchaser or Purchasers thereof, his, her, or their Heirs and Assigns, shall quietly enjoy the same against the said Trustees, their Successors and Assigns, and all claiming under them, and be indemnified and saved harmless by the said Trustees and their Successors from all Incumbrances committed by the said Trustees, and also for further Assurance of such Hereditaments and Premises by the said Trustees, their Successors and Assigns, and all claiming under them, unless the same shall be restrained and limited by express particular Words contained in such Conveyances or any of them; and such Purchasers and Grantees, and his, her, and their several Heirs, Executors, Administrators, and Assigns respectively, shall and may, in any Action or

Actions to be brought, assign a Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Conveyances; and if the Premises are Leasehold for Years, they shall be assigned by a Form answerable to the above, only substituting Words applicable to the Assignment of a Chattel; and the Word "grant" being held to be a Covenant only commensurate with the Estate of the said Trustees in the Premises assigned; and all Copyholds shall be surrendered according to the Custom of the Manor in which such Copyholds are situate.

XXXI. And whereas it may happen from Floods, the sinking of Land, or from some unexpected Accidents, that the Locks, Weirs, Sluices, Floodgates, Dams, Pens, Tanks, Basins, Banks, Trenches, Embankments, or other Works of the said River *Weaver*, or the navigable Cuts or Branches thereof, or some of them, may give way or be damaged or destroyed, or the adjacent Lands flooded, damaged, or endangered, and that it may be necessary the same should be immediately repaired or rebuilt to prevent further Damage; be it therefore further enacted, That as often as any such Case shall happen it shall be lawful for the said Trustees of the said River *Weaver*, their respective Deputies, Engineers, Agents, Officers, Workmen, and Servants, from Time to Time to enter into any Lands, Grounds, or Hereditaments adjoining or near to the said River *Weaver*, or the navigable Cuts or Branches thereof, or any of them, (not being the Ground whereon any House stands, or not being an Orchard, Park, Paddock, planted Walk, Nursery for Trees, Garden, Pleasure Ground, or Avenue to a House,) and to dig for, get, work, take, carry away, and use all such Stones, Gravel, Earth, and other Materials as may be necessary or proper for the Purposes aforesaid, without any previous Treaty whatsoever with the Owner or Owners, Occupier or Occupiers of or other Person or Persons interested in such Lands, Grounds, or Hereditaments, or any of them, doing as little Damage thereto as the Nature of the Case will admit of, and making reasonable Recompence to the Owners and Occupiers of or other Persons interested in such Lands, Grounds, or Hereditaments, within the Space of Ten Days next after the same shall be demanded, for all Damages which may be done by means of the digging for, getting, working, taking, carrying away, and using such Stones, Gravel, Earth, and Materials, or any of them; which Damages, and the Satisfaction and Recompence to be made in respect thereof, (in case the several Parties concerned should not agree about the same,) shall be determined and adjusted, or assessed, awarded, and recovered, in the Manner and by the Ways and Means herein-before prescribed with respect to other Damages done in supporting, maintaining, and preserving the said River *Weaver* and the navigable Cuts and Branches thereof, or any of them, by the said recited Acts and this Act, or any of them, authorized to be supported, maintained, preserved, and completed.

Power to get
Materials in
case of sud-
den Damage.

XXXII. And, in order that the Tide Basin of the said Branch of the said River *Weaver* at or near *Weston Point* upon the River *Mersey*

Tide Basin
to be kept
clear at all
Times.

Mersey may at all Times be kept clear and unobstructed, be it further enacted, That no Flat, Barge, Boat, Vessel, or Raft shall be permitted to lie or be placed in the said Tide Basin for any longer Space of Time than shall be necessary for the Purpose of passing through the same into or out of the said Branch of the said River *Weaver* (excepting in case of foul or stormy Weather, or in case of Damage by Accident, and then no longer than the Continuance of such bad or foul Weather, or until such Damage be remedied); and if the Person having the Charge or Care of any Flat, Barge, Boat, Vessel, or Raft shall place the same in the said Tide Basin, or permit the same to remain therein, contrary to the Directions of this Act, it shall be lawful for the said Trustees, or for their Agents or Servants, to cause such Flat, Barge, Boat, Vessel, or Raft to be forthwith removed.

Meetings to
be held at
the present
Offices in
Castle North-
wich.

XXXIII. And be it further enacted, That so much of the said recited Acts of the Thirty-third Year of the Reign of His Majesty King *George* the Second, and of the Forty-seventh Year of the Reign of His late Majesty King *George* the Third, as enacts that the said Trustees of the said River *Weaver*, or any Nine or more of them, shall hold One General Meeting in each Year on the First *Thursday* in *July* at the Navigation Office, or elsewhere in the Town of *Northwich*, shall be and the same is hereby repealed, and in lieu thereof the said Trustees, or any Nine or more of them, shall hold One General Meeting on the First *Thursday* in the Month of *July* in each and every Year at their present Offices in *Castle Northwich* or elsewhere, at such Place or Places, within the Distance of Five computed Miles from the said River, as shall be most convenient for putting in execution the Powers and Authorities of the said recited Acts and this Act; and at such General Annual Meeting the said Trustees so assembled shall have the like Powers of examining the Accounts of their Officers and Servants for the preceding Year, and of appointing Committees, and all other Authorities for putting in execution the said recited Acts and this Act, as in and by the said recited Acts of the Thirty-third Year of the Reign of His said Majesty King *George* the Second, and the Forty-seventh Year of the Reign of His said late Majesty King *George* the Third, are enacted and declared touching the General Annual Meeting to be held in the said Town of *Northwich*.

Meetings of
Trustees may
be specially
convened.

XXXIV. And be it further enacted, That any Three or more of the Trustees of the said River *Weaver* may at any Time, by Writing under their Hands left with the Clerk of the said Trustees at their Office, require the said Clerk to call a Special General Meeting of the said Trustees, to be held on any Day within Ten Days from the Date of such Requisition, so as such Requisition do fully express the Objects for which such Special General Meeting is required to be called; and the said Clerk is hereby required to give Notice in the usual Way of the Day and Hour of such Special General Meeting; and the said Trustees are hereby authorized to meet in pursuance of such Requisition, and such of them as shall be present shall be
and

and are hereby empowered to proceed to the Execution of the Powers of the said recited Acts and this Act, with respect to the Matters specified in such Requisition, as fully and effectually as if the same had been done at the General Annual Meeting at the Time herein-before appointed for holding the same: Provided nevertheless, that no Business shall be transacted at any such Special General Meeting other than the Business for which it shall have been called, and no other Business shall be transacted at any Adjourned Special General Meeting than the Business left unfinished at the Meeting from which such Adjournment took place.

XXXV. And be it further enacted, That the said Trustees of the said River *Weaver* shall have Power and Authority from Time to Time, at any of their General Annual Meetings or Committee Meetings, to make such Rules, Bye Laws, and Orders as to them shall seem right and proper, for the ordering and good Government of the Navigation of the said River *Weaver*, and of the navigable Cuts and Branches thereof, and of the several Basins, Wharfs, Piers, Locks, Weirs and other Works belonging thereto and connected therewith, and of all and every the Flats, Boats, Barges, Lighters, and other Vessels which may navigate thereon or use the same respectively, and from Time to Time to alter or repeal the said Bye Laws, Orders, and Regulations, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same, as to the major Part of the Trustees at such their General Annual Meeting or Committee Meetings shall seem meet, not exceeding the Sum of Five Pounds for any such Offence, such Fines and Forfeitures to be levied and recovered by such Ways and Means as in and by the said recited Act of the Sixth Year of the Reign of His present Majesty is directed for the Recovery of Penalties and Forfeitures; which said Rules, Orders, or Bye Laws, being reduced into Writing, and signed on behalf of the said Trustees by their Clerk, and printed and published and painted on Boards, shall be hung up and affixed and continued upon some conspicuous Part in the Navigation Office of the said River *Weaver*, and upon the Front of at least Two of the several Lock Houses upon the Line of the said River *Weaver*, and the navigable Cuts or Branches thereof, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated, defaced, or destroyed; and such Rules, Orders, and Bye Laws shall be binding upon and observed by all Parties, and shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same, provided they be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any Directions in the said Acts or this Act, or any of them, contained; and all such Rules, Bye Laws, and Orders shall be subject to Appeal in like Manner as is provided by the said recited Act of the Thirty-third Year of the Reign of His Majesty King *George* the Second, in case of Persons thinking themselves aggrieved by the Order or Judgment of any Justice or Justices of the Peace upon account of any Offence committed against the said Act.

General or
Committee
Meetings to
make Bye
Laws.

[*Local.*]

19 K

XXXVI. And

Same Person
not to be
Clerk and
Treasurer.

XXXVI. And be it further enacted, That it shall not be lawful for the said Trustees of the River *Weaver* to continue or appoint the Person who may be appointed to act as their Clerk in the Execution of this and the said recited Acts, or the Partner of any such Clerk, or the Clerk or Clerks or other Person or Persons in the Service or Employ of such Clerk, the Treasurer for the Purposes of this and the said recited Acts, nor to continue or appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or Clerks or other Person or Persons in the Service or Employ of such Treasurer, the Clerk to the said Trustees; and if any Person shall accept both the Offices of Clerk and Treasurer for the Purposes of this Act and the said recited Acts, or if any Person, being the Partner of any such Clerk, or the Clerk or other Person or Persons in the Service or Employ of any such Clerk or Clerks, or of his or their Partner or Partners, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Partner of any such Treasurer, or the Clerk or Clerks or other Person or Persons in the Service or Employ of any such Treasurer or Treasurers or of his or their Partner or Partners, shall accept the Office of Clerk in the Execution of this and the said recited Acts, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any such Treasurer shall hold or accept any Place or Office of Trust or Profit under the said Trustees other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same, to be recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Impar lance, shall be allowed; any thing in the said recited Act of the Sixth Year of the Reign of His present Majesty contained to the contrary hereof notwithstanding.

Report of
Loading.

XXXVII. And be it further enacted, That whenever any Master or other Person having the Command of any Boat, Flat, or other Vessel passing on the said River *Weaver*, or the navigable Cuts or Branches thereof, shall make and give a Report or Account in Writing signed by himself unto such Person or Persons as shall from Time to Time be nominated and appointed by the said Trustees, or any Five or more of them, to receive the same, or to collect the Tonnage Rates and Duties as aforesaid, of the Quantity, Quality, and Weight of the Goods, Wares, Merchandizes, and other Commodities and Things which shall be on board of or contained in such Boat, Flat, or other Vessel, and also of the Quantity, Quality, or Weight of such Goods as shall have been discharged or taken out of such Boat, Flat, or other Vessel within the Limits of the said Navigation, before their Arrival at the Place where such Account or Report is to be made or given as by the said recited Act of the Thirty-third Year of the Reign of His said late Majesty King *George* the Second is directed, it shall be lawful for the said Person or Persons to question such Master or other Person having the Command of any

such Boat, Flat, or other Vessel as aforesaid, as to the Correctness and Truth of his said Report or Account ; and if such Master or other Person having the Command as aforesaid shall refuse to make Answer to such Questions, or shall wilfully give a false or untrue Answer, then and in every such Case such Master or other Person as aforesaid shall be liable and subject to pay a Penalty not exceeding Ten Pounds, to be recovered and levied in like Manner as any Penalty is by this or any of the said Acts recoverable or liable.

XXXVIII. And be it further enacted, That it shall be lawful for the said Trustees of the said River *Weaver*, and they are hereby empowered and required, from Time to Time as there shall seem to them to be Occasion, to nominate and appoint a fit and proper Person or Persons as Dock Master or Dock Masters at *Weston Point* aforesaid, and shall and may from Time to Time, as often as they shall see Cause, remove, suspend, or dismiss any such Dock Master or Dock Masters ; and each and every such Dock Master so from Time to Time appointed shall have full Power and Authority (but subject to the Regulations and Restrictions herein expressed) to direct the mooring, unmooring, moving, or removing of all Flats, Boats, Barges, Lighters, and other Vessels coming into, lying, or being in the Basin at *Weston Point* aforesaid, and to appoint and regulate the Time and Times and Manner of their Entrance into, lying in, or going out of or from such Basin and other Works, or any of them, and to regulate and determine their Position, Manner of loading and discharging therein respectively, and the Time or Times of opening or shutting the several Gates of the said Basin or other Works ; and in case the Owner, Master, or other Person having the Charge or Command of any Flat, Boat, Barge, Lighter, or other Vessel, shall refuse or neglect to moor, unmoor, place, move, or remove his Flat, Boat, Barge, Lighter, or Vessel according to such Direction, immediately after Notice to him or them given, or to some Person or Persons on board the said Flat, Boat, Barge, Lighter, or Vessel for that Purpose, every such Owner, Master, or other Person having the Charge or Command of such Flat, Boat, Barge, Lighter, or Vessel shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Trustees empowered to appoint Dock Master.

XXXIX. And be it further enacted, That it shall be lawful for the said Dock Master or Dock Masters, or his or their Assistants, and he and they is and are hereby required, to moor, unmoor, place, move, or remove such Flat, Boat, Barge, Lighter, or Vessel, in or out of such Basin and other Works, or any of them, and the Charges and Expences thereof respectively shall be repaid by such Owner, Master, or other Person having the Charge or Command of such Flat, Boat, Barge, Lighter, or Vessel to the Clerk for the Time being of the said Trustees of the said River *Weaver* ; and in case of Non-payment thereof, on Demand, such Charges and Expences may be levied and recovered by such Ways and Means as any Penalties or Forfeitures may by the said recited Acts and this Act, or any of them, be levied or recovered, or by Action of Debt or on the Case, together

Dock Master may remove Vessels.

together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, wherein no Essoign, Protection, or Wager of Law, or more than One Imparlance, shall be allowed; and in case any Master, Captain, or other Person or Persons having or taking the Command of any Flat, Boat, Barge, Lighter, or other Vessel, or the Owner, Agent, Consignee, or any other Person or Persons whomsoever, shall obstruct or hinder the mooring, unmooring, placing, moving, or removing of any Flat, Boat, Barge, Lighter, or other Vessel in the said Basin or other Works at *Weston Point* aforesaid, such Person or Persons shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds.

For keeping
Entrances
clear.

XL. And, for the better making and preserving a free and clear Passage and Entrance from and into the River *Mersey* into and out of the said Basin at *Weston Point* aforesaid, and other Works, for all Flats, Boats, Vessels, Lighters, Barges, and Craft of every Description, be it further enacted, That if any Master or other Person having the Charge or Command of any Flat, Boat, Vessel, Lighter, Barge, and Craft of any Description whatsoever, shall place or permit or suffer the same to remain in the River *Mersey* in or opposite to the Passage or Entrance into the said Basin and other Works, or any of them, so as to prevent or obstruct the free and clear Passage out of or into the same, and shall not immediately on being thereunto required by the said Dock Master or Dock Masters remove such Flat, Boat, Lighter, Barge, Craft, or other Vessel, every such Master and other Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds, and also any Sum not exceeding Ten Shillings for every Hour that such Obstruction shall remain after such Notice; and in case the Master or other Person having the Command of such Flat, Boat, Lighter, Barge, Craft, or other Vessel, shall not remove such Flat, Boat, Lighter, Barge, Craft, or other Vessel immediately upon being required so to do, it shall be lawful for the said Dock Master or Dock Masters, and his or their Assistants or Servants, to remove the same.

Power to re-
move Vessels
when it may
be necessary
to scour and
cleanse the
Basin.

XLI. And be it further enacted, That every Master, Owner, or other Person having the Charge of any Flat, Boat, Barge, Lighter, or other Vessel lying in the said Basin or other Works, shall, at all Times when required by the Dock Master, remove such Flat, Boat, Barge, Lighter, or Vessel from the Place where the same may happen to lie to any other fit Place within the said Basin or other Works, whenever it may be requisite for the Purpose of scouring, cleansing, or dredging the said Basin or other Works; and in default thereof shall for every such Offence forfeit and pay any Sum not exceeding Ten Pounds.

For cleansing
Avenues, &c.

XLII. And be it further enacted, That it shall be lawful for the said Trustees of the said River *Weaver*, and their Servants, Agents, and Workmen, from Time to Time and at all Times when Occasion shall be and require, to cleanse, scour, and deepen such Part of the River *Mersey* as forms the Passage or Entrance into the Basin or Basins at or near *Weston Point* aforesaid, so as at all Times to keep,
maintain,

maintain, and preserve a sufficient Depth of Water in the said Passage or Entrance for all Flats, Boats, Barges, Lighters, or other Vessels entering into or going out of the said Basin or Basins and other Works, to the Intent that Flats, Boats, Barges, Lighters, and other Vessels may safely and conveniently enter into and go out of the said Basin or Basins or other Works.

XLIII. And be it further enacted, That if any Person or Persons shall throw, cast, or put away any Ballast, Earth, Dust, Ashes, Stones, or other Things into the said Basin or Basins, or Entrance or Entrances thereof, or into or upon any of the Works made or to be made in pursuance of the said recited Acts and this Act, or into the Course or Channel of the Navigation of the said River *Weaver*, or the navigable Cuts or Branches thereof, to the Injury or Prejudice thereof, or do or commit any other Annoyance to the same respectively, or any Part thereof, every such Person so offending shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

To prevent Nuisances in the Basins.

XLIV. And be it further enacted, That if any Person or Persons shall damage, injure, break, demolish, or throw down any Light House or Light Houses, or the Glass, Wood, or any Part of such Light House or Light Houses, or any Lamp or Lamps, Lamp Iron or Lamp Irons, Post or Posts, which shall or may be set up near unto or about the said Basin or other Works, or near unto and about any Buildings or Works which already have been or hereafter shall be, in pursuance of the said recited Acts and this Act, or any of them, erected, made, or placed in or near the said Basin and other Works of the Trustees of the said River *Weaver*, or shall wilfully extinguish the Light or Lights within any such Light House or Light Houses, Lamp or Lamps, or damage the Post, Pillar, Pipe, Cover, Iron, or other Furniture thereof, it shall be lawful for any Person or Persons whomsoever who shall see such Offence committed, and also for any other Person or Persons, to arrest and detain the Offender or Offenders by Authority of this Act, and without any other Warrant or Authority to convey him, her, or them into the Custody of a Peace Officer, in order to be taken before some Justice or Justices of the Peace for the said County Palatine of *Chester*; or it shall be lawful for the said Justice or Justices, upon Oath made of the Commission of any such Offence, to issue a Warrant for apprehending the Party or Parties accused; and upon the Party or Parties accused being brought before such Justice or Justices, such Justice or Justices shall proceed to Examination upon Oath of any Witness or Witnesses who shall appear to give Evidence touching such Offence; and if the Party or Parties accused shall be convicted of such Offence, either upon Confession or upon such Evidence as aforesaid, every Person so offending shall forfeit and pay any Sum not exceeding Forty Shillings, and moreover shall make full Satisfaction to the said Trustees, (as the Case may be,) or to such Person as shall be duly appointed to receive the same, for the Damage so done; and such Damage, being ascertained by such Justice or Justices, may be levied and recovered from such Offender or

Penalty on breaking or injuring the Light House, or extinguishing Lamps.

[*Local.*]

19 L

Offenders

Offenders as in and by the said recited Acts and this Act, or any of them, directed.

Trustees may annul any Order of their Dock Master.

XLV. Provided always, and be it further enacted, That it shall be lawful for the said Trustees of the said River *Weaver* to confirm, alter, or annul, and make void, as they shall see Cause, all or any Part of any Order or Orders, Direction or Directions, which shall be given or made by any Person or Persons in respect of the stationing, placing, anchoring, mooring, unmooring, moving, or removing of any Flat, Boat, Barge, Lighter, or Vessel whatsoever under the Authority of the said recited Acts and this Act, or any of them, within the said Basin and other Works at *Weston Point* aforesaid, and to give such further or other Order or Orders, Direction or Directions therein, as they the said Trustees shall think right and proper.

Orders given by the Trustees or Dock Master shall not affect the Responsibility of the Person having the Charge of any Vessel.

XLVI. Provided also, and be it further enacted, That the several Orders and Directions to be from Time to Time given by the said Trustees of the said River *Weaver*, or by any such Dock Master, or by any Person or Persons acting by virtue or under the Authority of the said Trustees, to the Master or other Person having the Charge or Command of any Flat, Boat, Barge, Lighter, or Vessel within the said Basin or other Works at *Weston Point* aforesaid, shall not extend or be construed to extend to lessen or diminish any Responsibility which the said Master or other Person or Persons shall be subject or liable to in respect of such Flat, Boat, Barge, Lighter, or Vessel, or the Cargo thereof.

Penalty on cutting Ropes, &c.

XLVII. And be it further enacted, That in case any Person or Persons whomsoever shall wilfully or maliciously cut, break, or in any Manner destroy any Rope or other Thing by which any Flat or Vessel lying in the said River *Weaver* or the navigable Branches thereof shall be moored or fastened, such Person or Persons shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

For Apprehension and Commitment of Offenders in certain Cases.

XLVIII. And be it further enacted, That it shall be lawful for any Person or Persons who shall see any Offence committed against this or the said recited Acts, by any Person destroying or doing any wilful Damage to the said Navigation of the said River *Weaver*, or any of the navigable Cuts or Branches thereof, or any other Works by this or any of the said Acts authorized to be made, contrary to any of the Provisions therein or herein contained, to apprehend and detain any such Offender without any other Warrant or Authority than this Act, and to convey such Offender, or cause him to be conveyed by some Peace Officer, before any Justice of the Peace for the County or Place in which the Offence shall have been committed, who shall forthwith proceed against such Offender according to the Provisions in this or any of the said former Acts contained.

XLIX. And

XLIX. And whereas Damage is frequently done to the Piers, Quays, Bridges, Weirs, Sluices, Locks, Lock Gates, Walls, Basins, Cranes, Hoisting Machines, and other Works belonging to the said Navigation, by Flats, Boats, and other Vessels navigating thereon, owing to the Wilfulness or Negligence of the Owners, Masters, or other Persons having or taking the Command or the Care or Charge of such Flats, Boats, and other Vessels; and although it is reasonable that Compensation should be made for such Damage, such Compensation is frequently refused; be it therefore enacted, That every Owner, Master, or other Person having the Command, Care, or Charge of any Flat, Boat, or other Vessel, who shall, by any wilful Neglect or Mismanagement thereof or otherwise, damage any of the present or future Piers, Quays, Bridges, Weirs, Sluices, Locks, Lock Gates, Walls, Basins, Cranes, Hoisting Machines, or other Works of the said Navigation, shall pay for and make good all such Damage; and all such Damage shall be recoverable by the Trustees of the said River *Weaver* in a summary Way before any Two of the Justices of the Peace for the County or Place wherein such Damage shall have been done, who are hereby authorized and empowered to summon such Owner, Master, or other Person having the Command, Care, or Charge of such Flat, Boat, or other Vessel doing such Damage as aforesaid, and to hear and determine the same in a summary Way, and ascertain such Damage; and if Judgment shall be given by them against such Owner, Master, or other Person, then it shall be lawful for such Justices and they are hereby authorized, by Warrant under their Hands and Seals, to levy or cause to be levied the Sum or Sums awarded by them as the Amount of such Damage, and for that Purpose to seize and distrain the Flat, Boat, or other Vessel doing such Damage as aforesaid, and all the Tackle, Apparel, and Furniture thereto belonging, or any Part thereof, and the same to detain until the Sum of Money so awarded as aforesaid shall be paid; and in case the same shall not be paid for the Space of Seven Days next after any Distress or Distresses so made or taken, then it shall be lawful to sell the same, or any Stores, Articles, or Things belonging to the same, which may be sufficient in Value, and therewith to pay and satisfy the Money so awarded, together with the reasonable Costs and Charges of taking, keeping, and selling the same, rendering the Overplus (if any) to the Owner, Master, or other Person entitled to the same, on Demand; and in case the Money cannot be levied as aforesaid, then by Warrant to cause the Body of such Owner, Master, or other Person as aforesaid to be imprisoned in the Common Gaol of the said County Palatine of *Chester* for any Time not exceeding One Month, unless the Sum of Money so awarded shall be sooner paid; and the same, when levied in manner aforesaid, shall go and be paid to the said Trustees to be applied to the Use of the said Navigation, in the same Manner as any Rates or Duties granted by this and the said recited Acts, or any of them: Provided always, that this Act shall not extend to enable the Recovery of any such wilful or negligent Damages aforesaid in a summary Way, hereby directed, in any Case where such Damage shall amount to more than the Sum of Fifty Pounds, but in all Cases in which such Damage shall amount to more than the Sum of Fifty Pounds,

Pounds, the same shall be recoverable by Action at Law, with Costs of Suit, by and in the Name of the said Trustees or any Five or more of them; any thing herein contained to the contrary notwithstanding.

Manure and
Materials for
Roads ex-
empted from
Tonnage
Rates.

L. Provided always, and be it further enacted, That none of the Rates or Duties payable to the said Trustees under and by virtue of any of the said recited Acts or this Act shall be demanded or taken for any Dung, Marl, Mould, Soil, Ashes, Lime, Compost, Soap Lees, or Bones, which shall be carried upon the said River, or any of the navigable Cuts or Branches thereof, in any Boat or Vessel belonging to or hired by any Owners or Occupiers of any Lands within the Distance of Five Miles from the said River or navigable Cuts, to be used or employed for the *bonâ fide* Purpose only of laying upon, manuring, or improving the Lands and Grounds in any Parish, Township, Hamlet, Village, or Place through which the said Navigation of the said River *Weaver*, or the navigable Cuts or Branches thereof, shall pass, nor for any Materials for the Formation or Repairs of any Turnpike Road or Highway within the said County Palatine of *Chester*, provided that the Person or Persons who shall own or be concerned or employed in carrying any such Dung, Marl, Mould, Soil, Ashes, Lime, Compost, Soap Lees, Bones, or Materials as aforesaid, and claiming any such Exemption as aforesaid, and intending to pass through any Lock or Locks on the said Navigation, shall give Notice at the Navigation Office belonging to the said Trustees, of such his, her, or their Intention; and if any Person shall claim and take the Benefit of any of the said Exemptions who shall not be entitled thereto, or shall use or dispose of any of the Articles for which any such Exemption shall have been allowed in any other Manner than as before mentioned, he or she shall for every such Offence forfeit and pay any Sum not exceeding Five Pounds.

Trustees may
advance to
the Trea-
surer of the
County of
Chester, out
of Money in
their Hands.

LI. And whereas it is by the said recited Act of the Thirty-third Year of the Reign of His Majesty King *George* the Second enacted, that from and after all the Payments, Disbursements, Costs, Damages, and Expences made, suffered, sustained, or anywise occasioned by the said Trustees or their Successors relating to the making, preserving, and improving the Navigation of the said River, and the navigable Cuts and Branches thereof, shall be fully paid and satisfied, together with the several Sums of Money borrowed or to be borrowed on any Assignment or Assignments, Mortgage or Mortgages of the said Rates and Duties, or any Part thereof, with such Interest for the same as therein mentioned, that then the clear Produce of the said then present and future Rates and Duties should from Time to Time be employed for and towards amending and repairing the public Bridges within the said County of *Chester*, and afterwards for the repairing and amending of the Highways in the same County, or such other public Charges or Uses of the said County, and in such Manner, as the Justices of the Peace, at the Quarter Sessions to be held in the next Week after the Feast of *Saint Michael* in and for the said County of *Chester*, should yearly order, direct, and appoint; and

and by the same Act it is also enacted, that the said Trustees, or any Nine or more of them, should make up and state One general Annual Account as therein mentioned, which said Account should be delivered yearly to the Justices of the Peace at the Quarter Sessions, to be held in the first Week after the Anniversary of the Translation of *Saint Thomas the Martyr*, for the County of *Chester*, and the same Account should be audited and allowed in manner therein also mentioned; and that from Time to Time after all Disbursements should be paid and satisfied, or Money sufficient reserved for that Purpose, the clear Produce or Surplus remaining of the Monies arising by virtue of that or the said therein-recited Act should be paid by the Treasurer or other Officer of the said Trustees, or such other Person who should have the Custody or Charge of such surplus Money for the Time being, into the Hand or Hands of such Person or Persons as the Justices of the Peace assembled at the Quarter Sessions, to be held in the next Week after the Feast of *Saint Michael*, in and for the said County of *Chester*, or the major Part of them so assembled, should from Time to Time direct or appoint, and the surplus Money so paid should be applied and disposed of in such Manner as therein-before mentioned: And whereas it may be found expedient that the said Trustees of the said River *Weaver* should be empowered to advance, for the Repair of the County Bridges, Highways, and other public Charges or Uses of the said County Palatine of *Chester*, out of any surplus Money in their Hands, before the usual annual Audit of their Accounts, and the Order of Sessions as aforesaid, such Sum or Sums of Money to the Treasurer of the Public Stock of the said County Palatine of *Chester*, for such general Purposes of the said County as by the said recited Act is directed, as they the said Trustees may from Time to Time deem expedient, reserving to themselves sufficient Funds for the Purposes of the said Navigation, as they may deem necessary; be it therefore further enacted, That it shall be lawful for the said Trustees, and they are hereby authorized, when and so often as they may see fit and deem it expedient, and in pursuance of any Order to be made at any General Quarter Sessions of the Peace to be held in and for the said County Palatine of *Chester*, or at any Adjournment thereof, and which Order the Justices assembled at any such Sessions are hereby authorized and empowered to make, to advance and pay over to the Treasurer for the Time being of the Public Stock of the said County Palatine of *Chester* any Sum or Sums of Money, for the said general Purposes of the said County Palatine of *Chester*, which they may consider unnecessary to retain in their Hands for the Purposes of the preserving, maintaining, repairing, and supporting the Navigation of the said River *Weaver*, and the navigable Cuts and Branches thereof; and it shall be lawful for the said Trustees, in their said general Annual Account, to take Credit for all such Sum or Sums of Money as they may, since their last general Annual Account, have so from Time to Time advanced and paid over to the said Treasurer; and upon each and every such Payment or Advance to the County Treasurer as aforesaid, a Receipt in Writing under his Hand, acknowledging the Sum so received by him, shall be a sufficient Discharge and Acquittance to the said

[*Local.*]

19 M

Trustees,

Trustees, and they the said Trustees shall be entitled to take Credit for the same in their next general Annual Account; any thing in the said recited Acts or this Act to the contrary thereof in anywise notwithstanding.

The Clerk to
the Trustees
may grant
Releases to
Witnesses.

LII. And be it further enacted, That in all Actions or Suits at Law or in Equity, and in all Proceedings under the said recited Acts or this Act, or otherwise, for any Claim or Compensation against or for or on behalf of the said Trustees of the said River *Weaver*, and also in all Prosecutions commenced and instituted by or on behalf of the said Trustees, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for the Clerk for the Time being of the said Trustees of the said River *Weaver*, in his own Name, for and in behalf of the said Trustees, to make, sign, seal, execute, and deliver all and every such general or other Release or Releases as may be or be deemed to be necessary for the Purpose of exonerating, releasing, and discharging all and every or any Person or Persons who shall or may be produced as a Witness or Witnesses in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding as aforesaid, from all or any Claims or Demands which may be necessary to be released by the said Trustees, to qualify such Person or Persons to give Evidence as a Witness or Witnesses in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding aforesaid; and also to do any Act, Matter, or Thing in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding, which any Plaintiff or Defendant may do in any Action, Suit, or Prosecution, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter and Thing respectively shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were under the Hands and Seals of the said Trustees of the said River *Weaver*.

Damages
and Charges,
in case of
Dispute, to
be settled by
Justices.

LIII. And be it further enacted, That where any Damages or Charges are directed or authorized to be paid or recovered, in addition to any Penalty for any Offence in the said recited Acts or this Act mentioned, the Amount of such Damages or Charges, in case of Dispute respecting the same, shall be settled and determined by the Justice or Justices of the Peace by or before whom any Offender shall be convicted of any such Offence, who is hereby authorized and required, on Nonpayment thereof, to levy such Damages by Distress and Sale of the Offender's Goods and Chattels, in manner by the said recited Acts and this Act directed for the levying of any Penalties or Forfeitures.

Justices may
proceed by
Summons
for Recovery
of Penalties.

LIV. And be it further enacted, That in all Cases in which by the said recited Acts or this Act any Penalty or Forfeiture is made recoverable before any Justice or Justices of the Peace or other Magistrate to whom Complaint is authorized to be made of any Offence against the said recited Acts and this Act, or any of them, it shall be lawful for any Justice or Justices of the Peace of the

County or Place where the Offence shall be committed to receive such Complaint, and to summon the Party complained against before him or them, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender or Offenders, and to adjudge him, her, or them to pay the Penalty or Forfeiture incurred, and to proceed to recover the same, although no Information in Writing shall have been exhibited or taken by or before such Justice or Justices; and all such Proceedings by Summons without Information shall be as good, valid, and effectual to all Intents and Purposes as if an Information in Writing was exhibited.

LV. And be it further enacted, That when and as often as any Sum or Sums of Money shall be directed or ordered to be paid by any Justice or Justices of the Peace, in pursuance of the Directions of this or the said recited Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage, Spoil, or Injury of any Nature or Kind whatsoever done or committed by the said Trustees or any Person or Persons acting by or under their Authority, and such Sum or Sums of Money shall not be paid by the said Trustees to the Party or Parties entitled to receive the same within Ten Days next after Demand in Writing shall have been made from the Clerk to the said Trustees or their Treasurer, in pursuance of the Direction or Order made by such Justice or Justices, and in which Demand the Order of such Justice or Justices shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of the Goods and Chattels vested in the said Trustees, or of the Goods and Chattels of their Treasurer for the Time being, under a Warrant to be issued for that Purpose by such Justice or Justices, which Warrant any such Justice or Justices is and are hereby authorized and required to grant, under his Hand and Seal or their Hands and Seals, on Application made to him or them for that Purpose by the Party or Parties entitled to receive such Sum or Sums of Money as or by way of Compensation or Satisfaction for any such Materials, Costs, Damages, Spoil, or Injury as aforesaid; and in case any Overplus shall remain after Payment of such Sum or Sums of Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then and in such Case such Overplus shall be returned, upon Demand, to the said Trustees or to their Treasurer for the Time being, as the Case may be: Provided always, that it shall be lawful for such Treasurer to retain, out of any Monies which he shall have received or shall receive in pursuance of this and the said recited Acts, all such Damages, Costs, Charges, and Expences as he shall have sustained or be put unto by virtue of any such Warrant as aforesaid.

In case of Nonpayment of Compensation for Damages, the same to be levied by Distress of Goods vested in the Trustees or their Treasurer.

LVI. And be it further enacted, That in all Cases wherein it may be necessary or requisite for any Person or Party to serve any Summons or Notice, or any Writ or other Proceedings at Law or in Equity upon the said Trustees of the said River *Weaver*, Service thereof

Declaring what shall be good Service of Notice, &c.

upon

upon any One of the said Trustees, or left at his last or usual Place of Abode, or upon the Clerk of the said Trustees, or left at the Office of the said Trustees, or at the last or usual Place of Abode of the said Clerk, shall be deemed good and sufficient Service of the same respectively on the said Trustees.

All Notices given by the Trustees to be signed by the Clerk, or One of the Trustees.

LVII. And be it further enacted; That in all Cases where it may be necessary or requisite for the said Trustees of the said River *Weaver* to give any Notice to any Body Politic, Corporate, or Collegiate, or to any Person whomsoever, under the Provisions or Directions contained in the said recited Acts and this Act, or any of them, such Notice shall be in Writing signed by any One or more of the said Trustees, or by the Clerk for the Time being to the said Trustees, without being required to be under the Hands and Seals of the said Trustees, or any of them.

Officers not to be incompetent Witnesses.

LVIII. And be it further enacted, That in case any Dispute, Suit, or Litigation shall arise touching or in anywise relating to the said Rates and Duties, or respecting any Matter or Thing relating to the said Navigation of the said River *Weaver*, or the navigable Cuts or Branches thereof, no Person or Persons acting by or under the Authority of the said Trustees of the said River *Weaver*, or in their Service, shall for that Reason alone be in any Manner disqualified or incapacitated from giving Evidence in, upon, and respecting such Dispute, Suit, or Litigation.

Plaintiff not to recover after Tender of Amends.

LIX. And be it further enacted, That no Plaintiff or Plaintiffs shall recover in any Action or Suit to be brought or commenced by virtue of the said recited Acts or this Act, for any Irregularity, Trespass, or other Proceeding, if Tender of sufficient Amends shall be made by or on behalf of the Party or Parties who shall have committed every or any such Irregularity, Trespass, or wrongful Proceeding, before such Action brought; and in case no Tender shall have been made, it shall be lawful for the Defendant or Defendants in any Action, by Leave of the Court where such Action shall be depending, at any Time before Issue joined, to pay into Court such Sum of Money as he, she, or they shall judge fit, whereupon such Proceedings, or Order and Jugment, shall be had, made, or given in and by such Court as in other Actions where the Defendant is allowed to pay Money into Court.

Saving His Majesty's Rights.

LX. And whereas the King's most Excellent Majesty, in Right of His Crown or of His Duchy of *Lancaster*, claims to be entitled to the Strand or Shore of the Rivers *Mersey* and *Weaver*, between High and Low Water Marks, and also to the Conservancy of the said Rivers; be it therefore further enacted, That nothing in this Act or in the said recited Acts contained shall extend or be construed to extend to prejudice, impeach, or affect His Majesty's Claim to the Strand or Shore of the said Rivers, or to the Conservancy thereof.

LXI. Pro-

LXI. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed, taken, or construed to extend, to take away, prejudice, affect, or lessen the Rights, Privileges, Exemptions from Tonnage, Liberties, and other Immunities of the Owners and Occupiers of Messuages, Lands, and Tenements in the several Townships of *Sutton* near *Frodsham*, *Clifton* otherwise *Rock Savage*, and *Weston*, in the said County of *Chester*, by the said recited Act of the Forty-seventh Year of the Reign of His said late Majesty King *George* the Third given, granted, and reserved to them as therein mentioned, but that all and every such Rights, Privileges, Exemptions, Liberties, and Immunities shall be and the same hereby are saved and reserved to the said Owners and Occupiers in as full, ample, and beneficial a Manner as if this Act had not been passed.

Saving as to
Sutton, Rock
Savage, and
Weston.

LXII. Provided also, and be it further enacted, That all Goods and Merchandize (as heretofore the same have been used) shall be freed and exempted from paying Toll Duty or Tonnage, to the said Trustees or their Successors, between *Frodsham Bridge* and a Place called *Pickering's Boat*, on the said River *Weaver* (except at such Times and Seasons as the said River shall not be there navigable without the Help of a Lock); any thing in this Act contained to the contrary notwithstanding.

Exemption
from Ton-
nage between
Frodsham
Bridge and
Pickering's
Boat.

LXIII. Provided also, and be it further enacted, That nothing in this or the said recited Acts contained shall extend or be construed to extend to alter, abridge, diminish, or take away the Right of the Mayor, Bailiffs, and Burgesses of the Town of *Liverpool* in the County of *Lancaster*, or of the said Trustees of the *Liverpool* Docks, to the Receipt of any Tolls or Towns Duties or Dock Duties to which they are by Law entitled.

Saving the
Rights of the
Corporation
of *Liverpool*.

LXIV. Saving always to all and every Lord or Lords, Lady or Ladies of any Manor or Manors, and to all and every other Person and Persons, Bodies Politic and Corporate, his, her, or their Heirs, Executors, or Administrators, all such Rights or Privileges as they, every or any of them, had and enjoyed or could or might have had or enjoyed in case this Act had not been passed; save and except as the same are hereby altered, varied, or affected.

General
Saving of
Rights.

LXV. And be it further enacted, That out of any Money now in the Hands of the said Trustees, or out of the first Money arising or to arise by virtue of the said recited Acts and this Act, or any of them, the said Trustees shall pay and discharge all the Expences and Costs relative to the procuring and passing this Act, in preference to any other Payment whatsoever; and after Payment thereof all such Money which shall come to the Hands of the said Trustees by virtue of the said recited Acts and this Act shall be from Time to Time applied in the Execution of the said recited Acts and this Act, and to no other Use or Purpose whatsoever.

For paying
the Expences
of this Act.

1706

10° GEORGII IV. *Cap.lxx.*

Public Act.

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

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