



### CHAPTER clvi.

An Act for the Conservancy and Improvement of the River Dee. A.D. 1889.  
[12th August 1889.]

**W**HEREAS divers Acts the titles of which are set out in the First Schedule hereto have in and since the year 1700 been passed relating to the River Dee which Acts are in this Act collectively referred to as "the Dee Acts" and separately by the year in which they were respectively passed: Acts 1700  
to 1868.

And whereas by the Act of 1732 (6 George II. cap. 30) after reciting that the sands soil and ground not bearing grass commonly called the White Sands from the city of Chester to the sea and lying between the county of Chester on the north side and the county of Flint on the south side were of great breadth in most places and the river not being navigable was chiefly owing to the breadth of the said sands and to the shifting of the channel from one side thereof to the other as the winds and tide varied also reciting that the White Sands were not likely to be of any benefit to any person unless the river was bounded in and made navigable by sea walls banks and fences which would require a very great expense as well to erect as to maintain and repair yet nevertheless if the White Sands were recovered from the sea by sea walls banks and fences and the channel thereby confined to one certain course it would not only effectually make the river navigable but vesting the White Sands in the undertakers would be a considerable encouragement to the undertaking thereof It was enacted that Nathaniel Kinderley gentleman his heirs and assigns and such persons as he or they should nominate (in this Act referred to as "the Kinderley undertakers") should be and they were thereby appointed undertakers of the said navigation and authorised to make and keep the river navigable from the sea to a certain point within the said city called Wilcox Point in such manner that there should be sixteen foot water in every part of the river at a moderate spring tide for ships and vessels to come and go to and Act 1732.

A.D. 1889. from the said city and to that end to alter the channel of the river through the White Sands and other marshes as they should think fit and to erect banks walls sluices works and fences and execute other works for the purposes aforesaid And as the undertakers would necessarily be at a very considerable expense in making and keeping the river navigable they were empowered so soon as the river was made navigable in manner aforesaid to take and receive certain duties and tonnages in the Act mentioned within the following limits (namely) between the city of Chester and Park Gate on the north side of the river and the said city and the town of Flint on the south side of the river and as a further recompense certain sands marshes and salt grass and other lands and the White Sands in the Act mentioned were so soon as the river was made navigable vested in the Kinderley undertakers for their proper use and they were empowered to inclose and improve the same and to take the rents and profits thereof for their proper use subject to the conditions therein-after mentioned and certain Commissioners were thereby constituted for (among other purposes) seeing to the providing and working of two ferry boats for the public use of all His Majesty's subjects at two convenient places upon the river :

Act 1740. And whereas by the Act of 1740 (14 George II. cap. 8) the several persons therein named or referred to proprietors of the undertaking for recovering and preserving the navigation of the river were incorporated by the name of "The Company of Proprietors of the Undertaking for recovering and preserving the Navigation of the River Dee" (in this Act referred to as "the Dee Company") with power to purchase lands for the uses of the said navigation and to do all such acts as the Kinderley undertakers were empowered to do by the Act of 1732 and to take and receive all such duties tonnage dues and payments whatsoever as the Kinderley undertakers were empowered to do by the same Act and to embank inclose improve and apply to the use of the Dee Company the White Sands soil and ground and other lands by the same Act vested in the Kinderley undertakers upon the terms and conditions in the same Act mentioned in the same manner as the Kinderley undertakers might have done and also to execute all the powers and authorities vested in the Kinderley undertakers by the Act of 1732 in such manner as they might have executed the same subject to the limitations conditions and restrictions in the same Act mentioned :

Act 1743. And whereas by the Act of 1743 (17 George II. cap. 28) it was among other things enacted that instead of the said depth of sixteen feet the Dee Company should from time to time and at

all times thereafter maintain and keep the River Dee from the sea to Wilcox Point in such manner that on the computation of a moderate spring tide as marked on a certain standard therein referred to there should be fifteen feet of water in every part of the channel of the said river for ships and vessels to come and go to and from the said city And provision was made for ascertaining the depth of water within the channel of the said river by means of soundings taken from time to time by certain persons called supervisors appointed as therein prescribed for that purpose :

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And whereas by the Act of 1753 (26 George II. cap. 35) the Dee Company were after the time therein mentioned to pay to the trustees for the time being acting in execution of that Act (in this Act called "the Hawarden embankment trustees") two yearly rentcharges or sums of two hundred pounds and fifty pounds which rentcharges are in this Act referred to as "the Hawarden annuities" :

Act 1753.

And whereas by the Dee Standard Restoration Act 1851 after reciting among other things that certain check piles or standards appointed to be set up by the Act of 1743 were never set up and that the standard mentioned in the said Act many years ago either perished or was taken up provision was made for setting up a standard at the sluice house at Chester and to place on it a mark corresponding with what should be found as therein provided to have been a moderate spring tide when the original standard was set up and that such standard should be kept in repair and maintained by the River Dee Commissioners at the cost of the Dee Company and the said new standard should be deemed to be a continuation of the original standard and the provisions of the Dee Acts relating to the original standard and the powers by the Act of 1743 to be exercised by the supervisors or the River Dee Commissioners were to apply with reference to the new standard as if it were the original standard and the rates and duties authorised to be levied by the former Acts were repealed and new rates and duties were authorised to be levied in lieu thereof :

14 & 15 Vict.  
c. lxxxvii.

And whereas the lands reclaimed and inclosed by the Dee Company under the powers of the Dee Acts are made chargeable for any default in the maintenance of the said navigation in conformity with the provisions thereof :

And whereas the provisions of the Dee Acts having proved inadequate for the purpose for which they were passed of recovering maintaining and improving the navigation of the river and the trade thereon having been impeded and injured it is expedient for preserving and encouraging the trade on to and from the said river that provision should be made for the preservation and

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And whereas it is expedient for the objects aforesaid to transfer to and vest in the Conservancy Board certain of the lands property and rights of the Dee Company as herein-after mentioned :

And whereas in consideration of the Dee Company being freed from the liabilities with reference to the maintenance of the said navigation and the ferries thereon and of the Conservancy Board undertaking such liabilities it is reasonable that the Dee Company should pay to the Conservancy Board such sum as herein-after provided :

And whereas it is expedient that the offices of the River Dee Commissioners and of the supervisors of the navigation of the River Dee should be abolished and that the conservancy of the River Dee should be transferred to and vested in the Conservancy Board and that the regulation and control of vessels frequenting the said river should be entrusted to that Board with such other powers as are herein-after transferred and granted and that such Board should be authorised to levy rates and dues in respect of the use of the said navigation and otherwise as prescribed by this Act :

Act 16 Geo.  
III. c. 61.

And whereas under an Act passed in the sixteenth year of the reign of His Majesty King George the Third (cap. 61) intituled “ An Act for erecting a lighthouse or lighthouses and landmarks “ in or near the port of Chester and for placing buoys upon the “ banks and shoals leading into and in the said port and for regu- “ lating of pilots and persons towing or tracking of vessels to or “ from the city of Chester and for fixing the rates payable for the “ same respectively ” certain powers relative to the pilotage and the regulation and licensing of pilots within the said port and other powers of a like nature are now vested in the trustees for the time being acting in execution of the powers of the said Act and it is expedient that all such powers be vested in the Conservancy Board :

And whereas it is expedient that power should be given to the Dee Company to redeem the Hawarden annuities as in this Act is provided :

And whereas it is expedient that the name of the Dee Company should be changed and that the company should have such powers of sale mortgaging leasing and disposition of their lands not hereby transferred to the Conservancy Board and such other powers and rights relative thereto as are by this Act conferred upon them :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most Excellent Majesty by and

with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

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## PART I.—PRELIMINARY.

1. This Act may be cited as the Dee Conservancy Act 1889 and the Acts mentioned in the First Schedule are in this Act referred to as “the Dee Acts” and each of them is in this Act referred to as the Act of the year in which it was passed and this Act and the Dee Acts may be cited as the River Dee Acts 1700 to 1889 and each of them may be cited separately as the River Dee Act of the year in which it was passed.

Short titles.

2. This Act is divided into six parts as follows viz.—

I.—Preliminary.

II.—Constitution and powers of Conservancy Board and division of property &amp;c.

III.—Tolls rates and duties.

IV.—Financial.

V.—Provisions as to Dee Company.

VI.—Miscellaneous.

Division of Act into parts.

3. For all purposes relating to the conservancy improvement and control of the navigation of the river and the estuary thereof the limits within which this Act may be put in force shall be the River Dee and the estuary thereof from the old Dee Bridge in the city and county of the city of Chester down to a point called the point of Aire at or near the mouth of the said river on the south shore thereof in the parish of Llanasa in the county of Flint and also down to another point called Hibre point likewise at or near the mouth of the said river on the north shore thereof in the parish of West Kirby in the hundred of Wirral in the county of Chester and all streams havens creeks bays and inlets within such limits.

Limits of Act.

4. This Act shall except as is in this Act otherwise specially provided come into operation on the first day of January one thousand eight hundred and ninety which day is in this Act referred to as “the commencement of this Act” Provided that at any time after the passing of this Act any appointment regulation or order may be made notice issued and other thing done for the purpose of bringing this Act into operation at such commencement.

Commencement of Act.

5. The enactments of the Dee Acts described in the Second Schedule and all other enactments of the Dee Acts and of the recited Act 16 Geo. III. cap. 61 inconsistent with this Act are from and after the commencement of this Act hereby repealed.

Repeal of enactments.

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Incorporation of Acts.

6. The following enactments (so far as the same are applicable for the purposes of and not varied by or inconsistent with this Act) are incorporated with and form part of this Act (that is to say):—

The provisions of the Commissioners Clauses Act 1847 with respect to the following matters:—

The meetings and other proceedings of the Commissioners and their liabilities;

The contracts to be entered into and deeds to be executed by the Commissioners;

The liabilities of the Commissioners and legal proceedings by or against the Commissioners;

The appointment and accountability of officers of the Commissioners;

The mortgages to be executed by the Commissioners;

The accounts to be kept by the Commissioners;

The making of byelaws;

Giving notices and orders; and

Access to the special Act:

The provisions of the Lands Clauses Consolidation Act 1845 and of the Lands Clauses Consolidation Acts Amendment Act 1860 with respect to the purchase of lands by agreement (which provisions are in this Act referred to as the "Lands Clauses Acts"):

Part IV. (relating to change of name) of the Companies Clauses Act 1863:

The provisions of the Railways Clauses Consolidation Act 1845 with respect to the following matters:—

The settlement of disputes by arbitration;

The recovery of damages not specially provided for and of penalties and the determination of any other matters referred to justices:

The Harbours Docks and Piers Clauses Act 1847 (except sections 25 and 26 thereof) Provided that the provisions of that Act with respect to lifeboats and to keeping a tide and weather-gauge shall not be in force for the purposes of this Act except so far as may from time to time be required by the Board of Trade.

Interpretation of terms.

7. In this Act the following words terms and expressions shall have the several meanings hereby assigned to them unless there be something in the subject or context repugnant to such construction (that is to say):—

"The Dee Company" means the company of proprietors of the undertaking for recovering and preserving the navigation of the River Dee;

“The River Dee Commissioners” means the commissioners constituted under the Dee Acts or under any of them;

“The Conservancy Board” and “the Board” mean the conservators by this Act incorporated;

“The Chester Corporation” means the mayor aldermen and citizens of the city of Chester;

“The Wrexham Corporation” means the mayor aldermen and burgesses of the borough of Wrexham;

“The Flint Corporation” means the mayor aldermen and burgesses of the borough of Flint;

“The Hawarden embankment trustees” means the trustees appointed in pursuance of and acting in execution of the Act of 1753 and of an Act passed in the forty-fourth year of the reign of His Majesty King George the Third intituled  
 “ An Act for more effectually maintaining and keeping  
 “ in repair the embankments and other works on the south  
 “ side of the channel of the River Dee within the manor and  
 “ parish of Hawarden in the county of Flint and for erect-  
 “ ing and keeping in repair other embankments and works  
 “ to prevent injury being done as well to the allotments  
 “ of land made by virtue of an Act passed in the eighteenth  
 “ year of His present Majesty from a certain common called  
 “ Saltney Marsh as also to certain lands the property of Sir  
 “ Stephen Richard Glynne baronet”;

“The Hawarden annuities” means the annuities payable under the Act of 1753;

“The Dee Acts” means the Acts set out in the First Schedule;

“The port of Chester” means the port of Chester within the following limits namely commencing at the northern end of the said old Dee Bridge then continuing along the right side of the River Dee to the Red Stones at Hoylake in the county of Chester and from thence in a direct line to the right side of the River Voryd (or Clwyd River) in the county of Flint and so continuing along the seashore and the left side of the River Dee to the southern end of the said old bridge and including the whole of the River Dee and the mouths of all rivers brooks and watercourses falling therein (but excluding the River Voryd or Clwyd and the mouth and estuary thereof and the channels for the time being therefrom to the sea) Provided always that nothing herein contained shall be deemed in any way to affect the limits of the port as now or hereafter to be set out under the Customs Acts;

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- “The River Dee” or “the river” means the River Dee and the estuary thereof within the limits by this Act defined and all channels bars sand-banks and shoals thereof or therein and all tributaries streams havens creeks bays and inlets communicating therewith so far as the tide flows and reflows over the same;
- “The undertaking of the Dee Company” means and includes the lands rights powers and privileges now vested in the Dee Company and not by this Act transferred to the Conservancy Board and all existing or future works of reclamation of the Dee Company and all lands for the time being reclaimed by that company;
- “The undertaking” means and includes the navigation of the river within the limits of this Act and the works lands rights powers and privileges for the time being vested in the Conservancy Board;
- The expression “the harbour dock or pier” when used in the Harbours Docks and Piers Clauses Act 1847 incorporated with this Act means not only harbours havens gutters inlets docks piers wharves or landing-places now existing on the river within the limits of this Act and by this Act transferred to the Conservancy Board but also those hereafter to be made or constructed on the river by the Board;
- “Quay” means and includes any wharf bank pier jetty wall landing-stage or place adjoining the river;
- “Shore” means the shores of the river within the limits of this Act so far as the tide flows and reflows between high and low water mark at ordinary spring tides but does not include the site of or lands within the broken bank;
- “Person” includes corporation;
- “Vessel” includes ships lighters keels barges flats boats wherries rafts or craft or any other kind of vessel whatsoever whether navigated by steam or otherwise;
- “Canal boat” means any boat however propelled intended for use and ordinarily used for the conveyance of goods on a canal not being a ship registered or requiring to be registered under the Merchant Shipping Act 1854 and the Acts amending the same and not being of greater draught than 6 feet 6 inches or breadth than 14 feet 8 inches or length than 74 feet 10 inches;
- “Master” when used in relation to any such vessel means any person whether the owner master or other person lawfully or wrongfully having or taking the command charge or management of the vessel for the time being;



“Tolls” or “dues” includes all tolls charges rates or dues by this Act authorised ; A.D. 1889.

“Traders” means the persons entitled to vote in the election of traders conservators under this Act ;

“Shipowners” means the persons entitled to vote in the election of shipowners conservators under this Act ;

“Schedule” means schedule to this Act and “part” means part of this Act :

For the purposes of this Act in enactments (other than Part IV of the Companies Clauses Act 1863) incorporated with this Act :—

“The commissioners” or “the company” or “the undertakers” means the conservators or the Conservancy Board as the case may require ;

“The undertaking” means the undertaking of the Conservancy Board :

In the Harbours Docks and Piers Clauses Act 1847 the expressions “within the limits of the harbour dock or pier” and “the special Act” respectively mean within the limits of this Act and this Act :

And for the purposes of this Act the expressions “the company” and “the passing of the special Act” in Part IV of the Companies Clauses Act 1863 mean respectively the Dee Company and the commencement of this Act :

The schedules shall be read and have effect as if they were part of this Act :

Words terms and expressions to which meanings are assigned in enactments incorporated with this Act or which have therein special meanings have in this Act the same respective meanings unless varied by this section or unless there be something in the subject or context repugnant to such construction :

For the purposes of this Act in any enactment incorporated with this Act the term “court of competent jurisdiction” shall have effect as if the debt or demand with respect to which it is used was a simple contract debt and not a debt or demand created by statute and the term “superior courts” shall include any court of competent jurisdiction.

## PART II.—CONSTITUTION AND POWERS OF CONSERVANCY BOARD AND DIVISION OF PROPERTY &c.

8. Subject to the provisions of this Act the duty of carrying this Act into execution shall be vested in and performed by the conservators to be appointed and elected in manner herein-after provided and such conservators shall be a body corporate by the

Constitution  
of Dee Con-  
servancy  
Board.

A.D. 1889. name of "the Dee Conservancy Board" and by that name shall have perpetual succession and a common seal and shall have power to take purchase and hold lands tenements and hereditaments goods chattels and other property for any of the purposes of this Act subject to the restrictions in this Act contained.

Appoint-  
ment and  
election of  
conser-  
vators.

9. The Conservancy Board shall consist of the conservators to be appointed and elected as follows:—

- (A) Three persons (in this Act called "the riparian conservators") shall respectively be elected by the owners of lands adjoining the river within the respective parishes of Chester Hawarden and Northop and an additional person shall be elected by the owners of land in every parish (except Flint) adjoining the river when any work of navigation is about to be commenced therein;
- (B) Eight persons (in this Act called "the traders conservators") shall be elected by the traders;
- (C) Six persons (in this Act called "the shipowners conservators") shall be elected by the shipowners;
- (D) One person may be appointed by the Board of Trade;
- (E) Six persons shall be appointed by the Chester Corporation;
- (F) One person shall be appointed by the Wrexham Corporation;
- (G) One person shall be appointed by the Flint Corporation so long as no ship dues are leviable in respect of vessels clearing the river with cargo or passengers from or discharging cargo or passengers at any wharf in the borough of Flint but if and whenever ship dues are leviable in respect of such vessels then two persons shall thenceforward be appointed by the Flint Corporation;
- (H) Two persons shall be appointed by the Great Western Railway Company;
- (I) One person shall be appointed by the Shropshire Union Railways and Canal Company;
- (J) Two persons shall be appointed by the Manchester Sheffield and Lincolnshire Railway Company;
- (K) Two persons shall be appointed by the Wrexham Mold and Connah's Quay Railway Company;
- (L) Two persons may be appointed by the Dee Company (subject to the provisions herein-after contained);
- (M) One person shall be appointed by the county council for the county of Chester;
- (N) One person shall be appointed by the county council for the county of Flint;
- (O) One person shall be appointed by the county council for the county of Denbigh.

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Appoint-  
ment of  
conservators  
by the Dee  
Company.

**10.** The appointment of conservators by the Dee Company shall be subject to the following regulations and conditions :—

- (a.) So long as the Dee Company are owners of not less than two thirds of the uninclosed lands part of the estuary lying to the northward of and abutting upon the line herein-after referred to as “the division line” and situate between the Broken Bank and an imaginary line intersecting the division line and drawn from Bagillt church in the county of Flint to Heswall church in the county of Chester (herein-after called “the intersecting line”) they may appoint one conservator in respect of the district situate to the northward of the division line and to the eastward of the intersecting line (herein-after called “the east estuary district”).
- (b.) So long as the Dee Company are owners of not less than two thirds of the uninclosed lands part of the estuary lying to the northward of and abutting upon the division line and situate between the intersecting line and the termination of such division line at the point marked A on “the signed plan” herein-after referred to they may appoint one conservator in respect of the district situate to the northward of the division line and to the westward of the intersecting line (herein-after called “the west estuary district”).
- (c.) If and when the Dee Company cease to be owners of two thirds of the lands either in the east estuary district or the west estuary district as the case may be the power exercisable by the Dee Company of appointing one conservator in respect of the district in which they shall so cease to be owners shall thereupon cease and determine.
- (d.) Whilst and so long as the Dee Company continue to appoint a conservator for and in respect of the east and west estuary districts respectively they shall not at the same time be at liberty to vote as riparian owners in respect of any lands belonging to them which are situate in the district in respect of which they for the time being so appoint a conservator.

**11.** In the month of November or December in the year one thousand eight hundred and eighty-nine and in one or other of the same months in every subsequent third year the corporations of Chester Wrexham and Flint and the county councils for the counties of Chester Flint and Denbigh shall respectively appoint the conservators whom they are respectively by this Act authorised to appoint.

Appoint-  
ment of con-  
servators by  
corporations  
and county  
councils.

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Appoint-  
ment of  
conservators  
by railway  
and other  
companies.

**12.** In the month of November or December of the year one thousand eight hundred and eighty-nine and in one or other of the same months in every subsequent third year :—

(1) The Great Western Railway Company the Shropshire Union Railways and Canal Company the Manchester Sheffield and Lincolnshire Railway Company and the Wrexham Mold and Connah's Quay Railway Company shall respectively by minute or other writing under the seal of the said companies respectively appoint the conservators whom they are by this Act respectively authorised to appoint ;

(2) And subject as herein-before provided the Dee Company may by minute or other writing under their seal appoint the conservators or conservator whom they are for the time being authorised by this Act to appoint.

Election of  
traders  
conservators.

**13.** The election of the traders conservators shall be effected under according and subject to the definitions rules and regulations prescribed by Part I of the Third Schedule.

Election of  
shipowners  
conservators.

**14.** The election of the shipowners conservators shall be effected under according and subject to the definitions rules and regulations prescribed by Part II of the Third Schedule.

Election of  
riparian  
conservators.

**15.** The election of the riparian conservators shall be effected under according and subject to the definitions rules and regulations prescribed by the Fourth Schedule.

As to  
appointment  
and retire-  
ment of con-  
servators.

**16.** (1.) Every conservator (except the conservator to be appointed by the Board of Trade) shall retire from office on the thirty-first day of December in the year one thousand eight hundred and ninety-two and on the same day in every subsequent third year but if a successor to any conservator shall not then have been or be not then appointed or elected that conservator shall continue in office until his successor is actually appointed or elected ;

(2.) Every conservator so about to retire shall be eligible for re-appointment or re-election as the case may be ;

(3.) Every appointment of a conservator shall be notified in writing by the town clerk clerk to county council or secretary of company as the case may be in case of any such appointment in the year one thousand eight hundred and eighty-nine to the lord lieutenant of the county of Flint and in case of every subsequent appointment to the clerk of the Conservancy Board.

Expenses of  
election.

**17.** All expenses of making up revising and keeping the lists and registers of electors prescribed by the Third and Fourth Schedules to this Act and all expenses incurred by the Board or any of its

officers in giving effect to the rules and regulations prescribed by those schedules shall be defrayed as part of the working and establishment expenses of the Conservancy Board. A.D. 1889.

**18.** The conservator whom the Board of Trade is by this Act authorised to appoint may be appointed and from time to time removed and another appointed in his stead and every such appointment or removal shall be signified by writing under the hand of a secretary or an assistant secretary of the Board of Trade for the time being and forwarded in case of any such appointment in the year one thousand eight hundred and eighty-nine to the lord lieutenant of the county of Flint and in case of every subsequent appointment to the clerk of the Conservancy Board. Board of Trade conservator.

**19.** In case of the failure at any time of the respective electors of the traders conservators or the shipowners conservators or the riparian conservators to make a valid election in accordance with this Act the Conservancy Board shall within three months after such failure has been ascertained cause an election of such persons to be held according to the provisions of this Act so far as circumstances will admit and the persons to be elected at such last-mentioned election shall in respect of continuance in office be on the same footing as if their election had taken place on the day on which the valid election should have been held. Invalid elections.

**20.** If any of the said several bodies by this Act authorised to appoint or elect conservators neglect decline or refuse to appoint or elect conservators or to supply any vacancies which may arise amongst the conservators appointed or elected by them and which they may be empowered by this Act to supply or if there shall be any vacancy in the office of conservator the proceedings of the Conservancy Board shall not thereby be prejudiced affected or invalidated but the conservators for the time being shall for the time being constitute the Board. Neglect to appoint conservators not to prejudice.

**21.** The quorum of a meeting of conservators shall be seven. Quorum of Conservancy Board.

**22.** In case the same person be appointed or elected as a conservator by more than one of the bodies by this Act authorised to appoint or elect conservators such person shall forthwith elect in respect of which of such appointments or elections he will act as conservator and the other appointment or election of such person shall thereupon become void and the vacancy so created shall be filled up as an occasional vacancy is directed to be filled up. Double elections.

**23.** If any conservator die resign become disqualified or incompetent to act or cease to be a conservator from any other cause than that of going out of office by rotation every such vacancy shall be Occasional vacancies how to be filled up.

A.D. 1889. — filled up by the body by whom the conservator whose vacancy is to be filled up shall have been appointed or elected And in every case the conservator so substituted shall continue in office so long only as the person for whom he is substituted would have been entitled to continue in office.

No bankrupt to be a conservator.

**24.** No bankrupt shall be capable of being or continuing a conservator and his office shall upon his bankruptcy become and be forthwith declared to be vacant A bankrupt's disqualification under this Act shall be removed or cease in the manner in which disqualification can be removed or cease under the thirty-second section of the Bankruptcy Act 1883.

Disqualification of conservators.

**25.** No person holding any office or place of trust or profit under the Conservancy Board or interested in any contract with the Conservancy Board shall be capable of being a conservator and if at any time subsequent to the appointment or election of any conservator he shall accept or continue to hold any office or place of profit under the Conservancy Board or be concerned or participate in any manner in such contract or the profit thereof or in the profit of any work to be done under the authority of this Act such person shall cease to be a conservator and his office shall thereupon become vacant Provided that no person shall be disqualified to be appointed or elected a conservator and no conservator shall vacate his office by reason only of his being a shareholder in any joint stock company with which the Conservancy Board have entered or may enter into any contract or have or may have any dealings or by reason only of his being interested in any loan of money to the Conservancy Board.

A fit office to be provided for meetings of Conservancy Board.

**26.** The Conservancy Board may from time to time provide and maintain a fit and convenient office for holding the meetings of the Conservancy Board and transacting the business of the conservancy and for the use of their officers and for transacting such other business as the Conservancy Board shall from time to time think fit to allow or direct to be transacted therein and for such purpose they may purchase lease or hire any messuage or tenement or land which shall by the Conservancy Board be considered necessary and may cause any new erection or building to be made upon any land which shall be so purchased leased or hired by them.

First and other meetings of the Conservancy Board.

**27.** The Conservancy Board shall hold their first meeting at the town hall in the city of Chester at noon on the first Monday in the month of January next after the passing of this Act and proceed to put this Act into execution and after such first meeting meetings of the Board shall be held at such times and in such places as the Conservancy Board shall from time to time appoint for that purpose

and the conservators present at such first meeting and any subsequent meeting may adjourn the same from time to time as they shall see fit and if at any meeting there be not a quorum of conservators present within half an hour after the time appointed for such meeting the conservators present or the majority of them or any one conservator if only one be present may adjourn such meeting to another day.

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**28.** The Conservancy Board may hold special meetings at any place they may think proper and their clerk shall be bound to convene a special meeting on a written request of any three or more of the conservators stating the object of the meeting so desired and such meeting may be adjourned from time to time.

Special meetings.

**29.** A Conservancy Board meeting shall be held on the first Wednesday in the month of February in every year after the year one thousand eight hundred and ninety or on such other day as may from time to time be appointed by the Conservancy Board in that behalf and such meeting shall be called the annual Conservancy Board meeting.

Annual meeting of the Board.

**30.** At the first meeting of the Conservancy Board they shall by the majority of the votes of the conservators present elect one of their body to be their chairman until the next annual Conservancy Board meeting and at every subsequent annual Conservancy Board meeting the Conservancy Board shall in like manner elect a chairman for the ensuing year and in every case the chairman going out of office shall be eligible for re-election if he continue to be a conservator and in case the chairman die or resign or cease to be a conservator or otherwise become disqualified to act as such the conservators present at the meeting next after the occurrence of such vacancy shall choose some other of their body to fill such vacancy and the chairman so elected shall continue in office so long only as the person in whose place he was elected would have been entitled to continue chairman and if at any meeting of the Conservancy Board the chairman be not present one of the conservators present shall be elected chairman of such meeting. Each chairman shall continue in office until his successor is elected.

Election of chairman.

**31.** All notices of any meeting to be held under the authority of this Act shall be in writing or print or partly in writing and partly in print and shall be delivered or sent by the clerk to the Conservancy Board by post or otherwise to the usual place of abode or place of business of each of the conservators three days at the least previous to such meeting except in case of a meeting adjourned for less than three days whereof no notice need be given and every notice shall specify the time and place of meeting and in case of a

How notices of meetings of the Conservancy Board to be given.

A.D. 1889. — special meeting shall specify the object thereof and no business shall be transacted at any special meeting except such as is stated in the notice thereof.

Time.

**32.**—(1.) Where by this Act any limited time from or after any date or event is appointed or allowed for the doing of any act or the taking of any proceeding then in the computation of that limited time the same shall be taken as exclusive of the day of that date or of the happening of that event and as commencing at the beginning of the next following day and the act or proceeding shall be done or taken at the latest on the last day of the limited time as so computed unless the last day is a Sunday Christmas Day Good Friday or Bank Holiday or a day appointed for public fast humiliation or thanksgiving in which case any act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards not being one of the days in this section specified.

(2.) Where by this Act any act or proceeding is directed or allowed to be done or taken on a certain day then if that day happens to be one of the days in this section specified the act or proceeding shall be considered as done or taken in due time if it is done or taken on the next day afterwards not being one of the days in this section specified.

(3.) Where by this Act any act or proceeding is directed or allowed to be done or taken within any time not exceeding seven days the days in this section specified shall not be reckoned in the computation of such time.

Abolition of River Dee Commissioners.

**33.** The offices of the River Dee Commissioners are hereby abolished and all the powers authorities rights duties and privileges of those Commissioners under and by virtue of the Dee Acts are repealed and extinguished.

Abolition of supervisors.

**34.** The offices of supervisors of the navigation of the river are hereby abolished and all their powers and duties shall cease and determine.

Conservancy Board to be conservators of river.

**35.** The Conservancy Board shall be the conservators of the navigation of the river within the limits of this Act and subject to the provisions of this Act all the rights powers privileges and authorities now vested in the Dee Company under or by virtue of the Dee Acts or any of them or under any other Act existing at the passing of this Act in anywise relating to the Dee Company or under or by virtue of any prescription or otherwise howsoever with respect to the conservancy of the river or the making and keeping of the river navigable or in anywise relating to the river or the navigation thereof or the making maintaining preserving or



improving extending removing or renewing of causeways training-walls groynes stages or other works of navigation and all other the provisions of the Dee Acts relating or ancillary to the navigation or the navigable channel of the river and not repealed by this Act are hereby transferred to and vested in and may be exercised enjoyed performed and put in force by the Conservancy Board in like manner and as fully and effectually to all intents and purposes whatsoever as the same respectively would or might be vested in exercised enjoyed performed and put in force by the Dee Company if this Act had not passed Provided always and it is hereby expressly declared that no part of the undertaking of the Dee Company as distinguished from rights of conservancy is intended to be or shall be transferred under the provisions of this section to the Conservancy Board.

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**36.** The Conservancy Board shall be the harbour authority within the limits of this Act of the harbour and port of Chester.

Conservancy Board to be harbour authority.

**37.** All the powers authorities duties and privileges now vested in the corporation of Chester by charter statute prescription custom or otherwise over or in respect of the port of Chester or the River Dee and the anchorage and other tolls and dues now vested in levied and collected by them and the powers of recovery thereof shall from and after the commencement of this Act be transferred to and vest in the Conservancy Board.

Transfer of powers of corporation of Chester.

**38.** The pilotage trustees constituted by and acting in execution of the herein-before recited Act of 16 George the Third cap. 61 shall cease to hold the office of trustees under that Act and such office is hereby abolished and the Conservancy Board shall have and exercise all the existing powers rights authorities and duties of those trustees and put in force and execute all the subsisting provisions of the said Act (and any Act or Acts altering modifying or affecting the same) as fully and effectually as if the Conservancy Board were therein substituted for the said trustees So much of section 42 of that Act as requires a pilot offering his service to attend and lead the way with his boat until the ship or vessel to which he has offered his service shall be brought to an anchor at Dalpoole or Parkgate is hereby repealed.

Transfer of powers of Act 16 Geo. III. cap. 61.

**39.** The Conservancy Board may subject to the provisions of this Act from time to time remove alter raise or lower all banks shoals jetties piers groynes weirs staiths landings slipways wharves drains sluices watercourses culverts pipes sewers matters or things which shall impede or obstruct the navigation within the limits of this Act and may subject as aforesaid dredge scour deepen and cleanse

Dredging and other powers.

A.D. 1889. — the bed banks shore and channels of the river and may subject as aforesaid within the limits of this Act construct and maintain all walls dams trenches lay-byes gates weirs sluices culverts syphons sewers drains towing paths causeways jetties landing-places dolphins moorings mooring-chains buoys beacons perches lights groynes engines pumps machinery hydraulic and other lifts and cranes drops staiths tips works and appliances which may be necessary or convenient for or incidental to the navigation:

Provided that the Conservancy Board shall provide a proper substitute before interrupting the flow of sewage or water in any watercourse sewer or drain and all substituted watercourses drains and sewers shall be under the same jurisdiction care management and direction as the existing watercourses drains or sewers for which they may be so substituted :

Provided also that the Conservancy Board shall not exercise any of the rights or powers contained in this Act or the Dee Acts within a distance of one hundred yards of the western side of the said old Dee Bridge without the previous consent in writing of the Chester Corporation the Chester Waterworks Company the Shropshire Union Railways and Canal Company and the owners for the time being of the Dee Mills and other mills abutting upon or adjacent to the weir and the said old Dee Bridge and such consent may be upon and subject to any terms and conditions to be therein expressed and may be given without prejudice to any liabilities the Conservancy Board may incur in carrying out the purposes of this Act or of the Dee Acts :

Provided further that before the Conservancy Board dredge or excavate any portion of the bed banks shores or channels of the River Dee within twenty yards of the bridge which carries the Chester and Holyhead Railway over that river to any greater depth than the following (that is to say) :—

(A) Within twenty feet of either of the abutments of that bridge to a greater depth than the low-water level at neap tides ;

(B) Elsewhere within the said limits of twenty yards to a greater depth than six feet below the like low-water level ;

the Conservancy Board shall give to the London and North-western Railway Company (in this proviso called "the company") fourteen clear days notice in writing addressed to the company at their Euston Station specifying the place or places at which such dredging or excavation is to be executed and the time at which the same shall be commenced accompanied by plans and sections showing the position depth and extent of the intended dredging or excavation. And if prior to the expiration of such notice the company shall by their principal engineer or other authorised

officer object to such dredging or excavation and thereof shall give notice to the clerk of the Conservancy Board in person or by delivering the same in writing to him or by sending the same through the post addressed to him at the office of the Conservancy Board then the Conservancy Board shall not proceed with such dredging or excavation until the Conservancy Board and the company have agreed as to what dredging or excavation (if any) can be executed with due regard to the safety of the said bridge and the railway and works of the company and in default of such agreement within fourteen days from the last-mentioned notice any difference or dispute with regard to such dredging or excavation shall be determined by an engineer to be appointed by the Board of Trade at the request either of the Conservancy Board or the company Provided also that nothing herein contained shall be construed to defeat abrogate or lessen any right or remedy (if any) the company have to recover from the Conservancy Board full compensation for any injury occasioned by their works or operations to the said bridge or to the company's railway and works or the traffic thereon.

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40. The Conservancy Board may if they think fit build purchase hire or otherwise employ vessels machinery or apparatus to be propelled or worked by steam or otherwise at their discretion for the purpose of dredging scouring cleansing and deepening the bed shore and channels of the river or for other conservancy purposes within the limits of this Act.

Vessels for dredging the river &amp;c.

41. The Conservancy Board shall for the protection of the railway and works of the London and North-western Railway Company (in this section referred to as "the company") unless the Conservancy Board and the company otherwise agree observe perform and be bound by the following provisions stipulations and conditions (videlicet):—

For the protection of the London and North-western Railway Company.

(A) Before commencing any work or operation having for its object the narrowing enlargement or deepening of the existing channel of the River Dee between the western boundary of the parish of Hawarden and the point of Aire the Conservancy Board shall give to the company fourteen clear days notice in writing addressed to the company at their Euston Station specifying the place or places at which such work or operation is to be performed and the time at which the same will be commenced accompanied by a plan and section of the intended work or operation And if prior to the expiration of such notice the company by their principal engineer or other authorised officer shall object to such proposed work or

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operation and thereof shall give notice to the clerk of the Conservancy Board in person or by delivering the same in writing to him or by sending the same through the post addressed to him at the offices of the Conservancy Board the Conservancy Board shall not proceed with such work or operation unless and until the Conservancy Board and the company by their authorised agents have met and agreed thereon and if for the space of fourteen days after such last-mentioned notice shall have been served as aforesaid such agents or either of them shall not have been duly authorised or if they shall have failed to meet or to agree the Conservancy Board and the company or either of them may apply to the Board of Trade to appoint an engineer or may mutually agree to appoint an engineer to inquire and determine if any and what works ought to be constructed by and maintained at the expense of the Conservancy Board for the protection of the railway and works as well as the time when such protective works shall be commenced and within what period they shall be completed and the cost and expenses of such inquiry shall in all things be in the discretion of such engineer or of the engineer so appointed as aforesaid And the Conservancy Board shall abide by perform and fulfil all the requirements in writing of the said engineer or the engineer so to be appointed in the manner and at the times specified by such engineer and if such engineer shall make any requirement a condition precedent to any work or operation of the Conservancy Board then until such requirement shall have been fulfilled it shall not be competent for the Conservancy Board to proceed with such work or operation but if during or subsequent to the construction of any protective work the said railway and works or the traffic thereon shall be injuriously affected or impeded by any work or operation for the improvement of the River Dee nothing herein contained shall be construed to defeat abrogate or lessen any right or remedy (if any) the Company may have to recover from the Conservancy Board full compensation for any injury occasioned by their works or operations to the railway and works or the traffic thereon :

(B) Subsection (A) hereof shall apply to any embankment protecting the property of the company including the embankment and works known as Lord Vivian's Cop on the River Dee so long as it is liable to be repaired by the company as if such embankments and works had been part of the railway and works of the company :

(c) Notwithstanding anything in this Act contained the Company may from time to time execute and maintain—

(1) Such works in the bed or on the shores of the River Dee as may be necessary for the safety and protection of the Chester and Holyhead Railway and works connected therewith and if any difference shall arise between the company and the Conservancy Board as to the necessity for any such works or the manner in which the same shall be executed or maintained or the time when such works shall be commenced or within what period they shall be completed such difference shall be decided by an engineer to be mutually agreed upon or in default to be appointed at the instance of either party by the Board of Trade; and

(2) On their own land any other works in connexion with their undertaking :

Provided always that such works shall not unreasonably interfere with the channel or the maintenance or improvement thereof or with the free navigation and user of the river.

**42.** In carrying out the works by this Act authorised the Conservancy Board shall for the protection of the railways quays wharves piers and works of the Great Western Railway Company unless the Conservancy Board and the said company otherwise agree observe perform and be bound by the following provisions stipulations and conditions viz. :—

For the protection of the Great Western Railway Company.

(a.) The Conservancy Board shall not dredge so much of the bed banks and channels of the River Dee as is opposite to any quay wharf pier or other work now belonging or leased to the Great Western Railway Company and is within twenty yards of the front or river line of such quay wharf pier or other work without giving to that company fourteen clear days notice of their intention to do so such notice to be delivered at or forwarded in a registered letter to the office of the secretary of such company and such notice shall specify the position depth and extent of such intended dredging and in the event of the Great Western Railway Company objecting thereto or requiring any modification thereof and the Conservancy Board failing to agree the difference or dispute with regard to such dredging shall be determined by an engineer to be appointed failing agreement by the Board of Trade on the application of either party and the Conservancy Board shall not execute any such dredging except to the extent and in manner which may be so agreed or determined as aforesaid :

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(b.) Nothing herein contained shall be construed to defeat abrogate or lessen any right or remedy (if any) the Great Western Railway Company have to recover from the Conservancy Board full compensation for any damage or injury to the said quays wharves piers or other works or for any unreasonable or unnecessary interruption or damage to the traffic thereon or thereat occasioned by the works or operations of the Conservancy Board :

(c.) Notwithstanding anything in this Act contained the Great Western Railway Company may from time to time execute and maintain such works in the bed or on the shores of the River Dee as may be necessary for the safety and protection of their railways piers quays docks and wharves or any of them Provided always that such works shall not unreasonably interfere with the channel or the maintenance or improvement thereof or with the free navigation and user of the river and if any difference shall arise between the Great Western Railway Company and the Conservancy Board as to the necessity for any such works or the manner in which the same shall be executed or maintained or the time when such works shall be commenced or within what period they shall be completed such difference shall be decided by an engineer to be appointed failing agreement by the Board of Trade on the application of either party.

For the protection of the Shropshire Union Railways and Canal Company.

**43.** In carrying out the works by this Act authorised the Conservancy Board shall for the protection of the docks quays wharves and works of the Shropshire Union Railways and Canal Company unless the Conservancy Board and the said company otherwise agree observe perform and be bound by the following provisions stipulations and conditions viz. :—

(a.) The Conservancy Board shall not dredge so much of the bed banks and channels of the River Dee as is opposite to any dock quay wharf or other work now belonging or leased to the Shropshire Union Railways and Canal Company and is within twenty yards of the front or river line of such dock quay wharf or other work without giving to that company fourteen clear days notice of their intention to do so such notice to be delivered at or forwarded in a registered letter to the office of the secretary of such company and such notice shall specify the position depth and extent of such intended dredging and in the event of the Shropshire Union Railways and Canal Company objecting thereto or requiring any modification thereof and the Conservancy Board failing to agree the difference or

dispute with regard to such dredging shall be determined by an engineer to be appointed failing agreement by the Board of Trade on the application of either party and the Conservancy Board shall not execute any such dredging except to the extent and in manner which may be so agreed or determined as aforesaid :

- (b.) Nothing herein contained shall be construed to defeat abrogate or lessen any right or remedy (if any) the Shropshire Union Railways and Canal Company have to recover from the Conservancy Board full compensation for any damage or injury to the said docks quays wharves or other works or for any unreasonable or unnecessary interruption or damage to the traffic thereon or thereat occasioned by the works or operations of the Conservancy Board :
- (c.) Nothing in this Act contained shall be deemed to authorise the Conservancy Board to do or execute any work act matter or thing whereby the access of the docks quays wharves and premises of the Shropshire Union Railways and Canal Company may be rendered less commodious or convenient :
- (d.) Notwithstanding anything in this Act contained the Shropshire Union Railways and Canal Company may from time to time execute and maintain—

(1.) Such works in the bed or on the shores of the River Dee as may be necessary for the safety and protection of their quays docks wharves or other works or any of them and if any difference shall arise between the Shropshire Union Railways and Canal Company and the Conservancy Board as to the necessity for any such works or the manner in which the same shall be executed or maintained or the time when such works shall be commenced or within what period they shall be completed such difference shall be decided by an engineer to be appointed failing agreement by the Board of Trade on the application of either party ; and

(2.) On their own land any other works in connexion with their undertaking :

Provided always that such works shall not unreasonably interfere with the channel or the maintenance or improvement thereof or with the free navigation and user of the river.

44. The Conservancy Board shall for the protection of the railway and works of the Wrexham Mold and Connah's Quay Railway Company (in this section referred to as "the company") unless the Conservancy Board and the company otherwise agree

For protec-  
tion of the  
Wrexham  
Mold and  
Connah's

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—  
Quay Rail-  
way Com-  
pany.

observe perform and be bound by the following provisions stipulations and conditions viz. :—

- (A) The Conservancy Board shall not commence any work or operation having for its object the narrowing or enlargement of the existing channel of the River Dee between the bridge carrying the Manchester Sheffield and Lincolnshire Railway across the river in the parish of Hawarden and an imaginary line drawn across the river in continuation of the broken embankment or dredge so much of the bed banks and channels of the River Dee as is opposite to any quay dock wharf or other work belonging to or leased to the company and is within twenty yards of the front or river line of such quay dock wharf or other work without giving to the company fourteen clear days notice in writing of their intention to do so Such notice to be delivered at or forwarded in a registered letter to the office of the secretary of the company and such notice shall specify the position depth and extent of such intended work operation or dredging and in the event of the company objecting thereto or requiring any modification thereof and the Conservancy Board failing to agree the difference or dispute with regard to such work operation or dredging as the case may be shall be determined by an engineer to be appointed failing agreement by the Board of Trade on the application of either party and the Conservancy Board shall not execute any such work operation or dredging except to the extent and in manner which may be so agreed or determined as aforesaid :
- (B) Nothing herein contained shall be construed to defeat abrogate or lessen any right or remedy (if any) which the company have to recover from the Conservancy Board full compensation for any damage or injury to the said quays docks wharves and works or any of them or for any unreasonable or unnecessary interruption or damage to the traffic thereon or thereat occasioned by the works or operations of the Conservancy Board :
- (C) Nothing in this Act contained shall be deemed to authorise the Conservancy Board to divert alter or train that part of the navigable channel of the River Dee which is between the said bridge and the said imaginary line further from the Flintshire shore than the same now exists or to do or execute any work act matter or thing whereby the access to the quays docks wharves and premises of the company may be rendered less commodious or convenient :



(D) Notwithstanding anything in this Act contained the company may from time to time execute and maintain—

(1) Such works in the bed or on the shore of the River Dee as may be necessary for the safety and protection of the piers quays and wharves of the company and if any difference shall arise between the company and the Conservancy Board as to the necessity for any such works or the manner in which the same shall be executed or maintained or the time when such works shall be commenced or within what period they shall be completed such difference shall be decided by an engineer to be mutually agreed upon or in default to be appointed at the instance of either party by the Board of Trade ; and

(2) On their own land any other works which they are authorised to construct in connexion with their undertaking :

Provided always that such works shall not unreasonably interfere with the channel or the maintenance or improvement thereof or with the free navigation and user of the river :

(E) Except as is by this Act expressly provided nothing in this Act contained shall take away lessen prejudice or alter any of the estates rights interests powers privileges or authorities of the company and in particular nothing in this Act contained shall take away lessen prejudice or alter any of the rights powers privileges or authorities of the company under the Wrexham Mold and Connah's Quay Railway Act 1888 to appoint a harbour master and to make and enforce byelaws subject as in the said Act mentioned.

**45.** The Conservancy Board shall for the protection of the bridge across the River Dee of the Manchester Sheffield and Lincolnshire Railway Company (in this section referred to as "the company") and the works connected therewith unless the Conservancy Board and the company otherwise agree observe perform and be bound by the following provisions stipulations and conditions videlicet :—

For the protection of the Manchester Sheffield and Lincolnshire Railway Company.

(a) Every steam tug employed by or under the control of the Conservancy Board in charge of a vessel or vessels either coming up or going down the river shall tow such vessel or vessels clear through the bridge before casting off :

(b) Notwithstanding anything in this Act contained the company may from time to time execute and maintain such works in the bed or on the shores of the River Dee as may be necessary for the safety and protection of their bridge and the works connected therewith or any of them and which they are bound or may find it necessary to execute in fulfilment of the

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obligations incumbent upon them under the provisions of the Manchester Sheffield and Lincolnshire Railway (Chester to Connah's Quay) Act 1884 (in this section called "the Act of 1884") Provided always that such works shall not unreasonably interfere with the channel or the maintenance or improvement thereof or with the free navigation and user of the river and if any difference shall arise between the company and the Conservancy Board as to the necessity for any such works or the manner in which the same shall be executed or maintained or the time when such works shall be commenced or within which they shall be completed such difference shall be decided by an engineer to be mutually agreed upon or in default to be appointed at the instance of either party by the Board of Trade Provided also that nothing in this Act contained shall in anywise prejudice or affect any of the rights powers and privileges of the company under and by virtue of the Act of 1884 or take away diminish alter or affect their obligations under that Act.

For the protection of certain wharf-owners at and below Flint.

**46.** The following provisions shall have effect for the protection of the following companies bodies firms and persons (that is to say):—

Messieurs Smith and Mawdsley Pentre Flint ;

Muspratt Brothers and Huntley Limited ;

The Darwen and Mostyn Iron Company Limited ;

Messieurs Newton Keates and Company Greenfield Flintshire ;

Walkers Parker and Company Limited ;

Alfred Dyson Flint ; and

The mayor aldermen and burgesses of the borough of Flint ;

(1.) The Conservancy Board shall not (except for the purpose of removing shoals or other obstructions) dredge so much of the bed banks and channels of the River Dee as is opposite to any existing quay belonging to or occupied by any such company body firm or person and is within twenty yards of the front or river line of such quay without giving to the owner or occupier for the time being of such quay fourteen clear days notice of their intention to do so such notice to be delivered at or forwarded in a registered letter to such owner or occupier and such notice shall specify the depth of such intended dredging and in the event of the owner or occupier to whom such notice is addressed objecting thereto or requiring any modification thereof and the Conservancy Board declining to agree the matter in difference shall be determined by a single arbitrator to be appointed on the application of either party by the Board of Trade ;

- (2.) Nothing herein contained shall prevent any such company body firm or person depositing or putting any refuse or waste material on his or their own land or on land in his or their occupation provided the navigation be not thereby in any way damaged or injured and that such deposit or putting of refuse or waste be not calculated to prejudicially affect the maintenance or improvement of the navigation or to interfere with the free navigation or use of the river and if any difference shall arise between any such company body firm or person and the Conservancy Board as to any such deposit or putting or proposed deposit or putting of refuse or waste such difference shall be decided by an engineer to be mutually agreed upon or in default to be appointed at the instance of either party by the Board of Trade ;
- (3.) Every such company body firm and person shall be entitled to all necessary or reasonable access and egress for traffic of all descriptions to and from the river and means of drainage over and through the lands hereby vested in the Conservancy Board ;
- (4.) Nothing herein contained shall be construed to defeat abrogate or lessen any right or remedy (if any) which any such company body firm or person has to recover from the Conservancy Board full compensation for any damage or injury to their respective quays or gutters or for any unreasonable or unnecessary interruption or damage to the traffic thereon or the lawful use thereof occasioned by the works or operations of the Conservancy Board ;
- (5.) Except as is by this Act otherwise expressly provided nothing in this Act contained shall take away lessen prejudice or alter any of the estates rights interests powers privileges or authorities of any such company body firm or person.

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47. Subject to the provisions of this Act the Conservancy Board may use and appropriate in the works connected with their undertaking or otherwise dispose of the soil and material dredged or excavated by them from time to time.

As to soil and material dredged.

48. The Conservancy Board may from time to time fix place and continue upon or near the river all such buoys perches and beacons whether floating or fixed or both and all such other marks and signals as they shall deem necessary or expedient for the guidance and direction of vessels navigating the river and they may from time to time maintain continue and support such buoys perches beacons and other marks and signals and remove alter vary or renew the same as they shall deem necessary or proper for the

Power to set buoys &amp;c.

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purposes aforesaid and they may also from time to time cause the bar and channels and banks of the river to be surveyed and sounded and may make and do all other works regulations matters and things whatever which they shall deem necessary or expedient for the purposes aforesaid and for the regulating of the pilotage anchorage working and mooring of ships and vessels within the limits of this Act.

Duties of Conservancy Board to be executed equally and fairly.

Appointment of an acting conservator.

**49.** In carrying out the provisions of this Act the Conservancy Board shall consider equally and fairly the respective interests of all quays on the river and the safe and convenient navigation of the channels leading thereto.

**50.** The Conservancy Board may appoint by writing under their common seal (at such remuneration and upon such terms and conditions as they may think fit) an acting conservator (not being and who shall not be a member of the Conservancy Board) for the purposes of the Dee Acts and of this Act and may from time to time suspend or remove such acting conservator as the Conservancy Board shall think fit and appoint another in his stead and the acting conservator shall twice at least in every year and at such other times as he shall be required by the Conservancy Board survey and inspect the river and report to the Conservancy Board upon the state of the navigation thereof.

Such acting conservator shall exercise and execute all such powers duties and authorities under the Dee Acts and this Act and hereby vested in the Conservancy Board as that Board shall from time to time authorise or prescribe.

Appointment of harbour-master and other officers.

**51.** The Conservancy Board may from time to time appoint employ and remove all such harbour-masters collectors weighers and meters and other officers as they may deem requisite for the execution of any purpose which the Conservancy Board have authority to execute and determine their respective remuneration and duties.

Ballast rubbish &c. not to be cast or unloaded into the Dee &c.

**52.** If any company or person under any pretence whatever shall deposit place cast or unload any ballast sand stones rubbish wreck filth gravel coal ashes or other substance into the river or on the shore or banks thereof within the limits of this Act except in such places and in such manner as shall be directed by the Conservancy Board or any ballast master or other officer appointed by them the company or person so depositing placing casting or unloading shall forfeit and pay any sum not exceeding ten pounds for every such offence over and above the expense of the removal of the ballast and other substances and materials so deposited placed cast or unloaded Provided always that the provisions of this

section shall not be applicable to any works of reclamation lawfully carried out by the Dee Company in accordance with the provisions of this Act.

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**53.** If any owner tenant or occupier of any quay or land adjoining the river whereon any ballast is placed contrary to the provisions of this Act fail to remove it from the quay or land within twenty-four hours after notice in writing from the Conservancy Board to remove it the Conservancy Board may remove all or any part of it to such places as they think fit and the charges of removing it shall in addition to any penalty by this Act or the Dee Acts imposed be paid by such owner tenant or occupier and be recoverable as a penalty.

Conser-  
vancy  
Board may  
remove  
ballast.

**54.** If any person cast or unload into or out of any vessel in the river or if any person having the command of any vessel in the river knowingly permit to be cast or unloaded into or out of the same any ballast and such respective person have not (during the whole time of such casting or unloading) a stage or portsail sufficiently large and properly fastened from the vessel into or out of which such ballast is to be cast or unloaded to the upper edge or highest part of the quay or land or to the other vessel into from or upon which such ballast is to be cast or unloaded and so as to prevent any such ballast from falling into the river every such person so offending shall for every such offence forfeit any sum not exceeding forty shillings for the first offence and not exceeding ten pounds for every subsequent like offence.

Penalty for  
casting  
ballast  
without a  
portsail.

**55.** The Conservancy Board and their officers agents servants or workpeople may after due notice and within reasonable hours enter upon the lands and premises of any person or corporation whatsoever in order to recover and fetch away or seek after any buoy or other property belonging to the Conservancy Board which may have drifted or been thrown upon such lands or been otherwise lost.

Conser-  
vancy  
Board may  
enter lands  
for the re-  
covery of  
lost pro-  
perty.

**56.** In addition to the powers of making byelaws contained in the Harbours Docks and Piers Clauses Act 1847 the Conservancy Board may subject to the provisions of this Act from time to time make such byelaws to take effect within the limits of this Act or the port of Chester as may be thereby prescribed as they shall think fit for all or any of the following purposes (that is to say) :—

Special  
byelaws.

For preventing and removing obstructions or impediments in the river ;

For mooring berthing or removing vessels in any part of the river ;

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For regulating the management superintendence and police of the river and of the works constructed or to be constructed for the improvement thereof and of the beacons and lighthouses buoys and mooring-posts and for preventing injury to the works under the jurisdiction of the Conservancy Board ;

For regulating the conduct of the owners masters pilots and crews of vessels propelled by steam or otherwise on the river with regard to times of sailing the mode of navigation the displaying of lights the taking on board and landing or putting out passengers and the towing of vessels ;

For regulating the conduct of boatmen ferrymen and others plying on the river ;

For regulating the conveyance of rafts of timber on the river ;

For regulating the removal and disposal of all ballast brought by vessels entering the river and for regulating the supply of ballast to vessels leaving in ballast so as to prevent ballast being thrown or allowed to fall into the river or obstructing the navigation ;

For controlling the making maintaining and using of any quays wharves stages or other works in the river or upon the shore or banks thereof or upon lands abutting on the river or connected therewith ;

For controlling the making excavating and deepening of any lands dock entrances river frontage or other like works.

The byelaws to be made by the Conservancy Board shall be observed under such penalties as may be by the byelaws provided not exceeding the sum of five pounds for each offence besides damages if any and all penalties recovered for the breach of any byelaw made by the Conservancy Board shall be paid to the Conservancy Board and form part of the conservancy fund.

Byelaws  
to be con-  
firmed by  
Board of  
Trade.

**57.** All byelaws made by the Conservancy Board under the Harbours Docks and Piers Clauses Act 1847 or under this Act shall be subject to the confirmation of the Board of Trade and no other confirmation shall be necessary.

Power to  
license  
steam tugs  
and lighters.

**58.** The Conservancy Board may from time to time license steam tugs for towing vessels and lighters or flats used as lighters (not being canal boats) respectively plying for hire upon the river and may charge for such license an annual sum not exceeding five shillings per annum and the owner or master of any steam tug lighter or flat used as a lighter (not being a canal boat) plying for hire upon the river without holding such license as aforesaid and every person who shall use or employ any such steam tug lighter or

flat shall for every such offence be liable to a penalty not exceeding five pounds. A.D. 1889.

**59.** The Conservancy Board may if they think fit purchase or hire and maintain steam vessels steam tugs lighters and flats for use in the river and for the towing of vessels in and out of the same and subject to and under such regulations and byelaws as the Conservancy Board shall from time to time order and direct. Provided always that the powers hereby conferred on the Conservancy Board shall not in any way interfere with or prevent any company or person from providing or using steam tugs in the river or from hiring or employing them in accordance with the provisions and conditions of the license granted by the Conservancy Board.

Power to purchase or hire steam vessels or tugs.

**60.** The Conservancy Board shall on and from the commencement of this Act undertake and perform all the duties and works and other obligations from which the Dee Company are herein-after by this Act released and discharged and shall repair and maintain such and so much of the banks causeways and forelands on both sides of the river between Wilcox Point and the Broken Bank as are or is hereby transferred to and vested in the Conservancy Board and as are or is not repairable by the Hawarden embankment trustees or any corporation company body or person other than the Dee Company and shall also repair and maintain the sluices in such banks. In case the Conservancy Board at any time after reasonable notice given to that Board by the Dee Company make default in effectively upholding maintaining and repairing any or any part of the banks causeways forelands and sluices which they are by this Act required to maintain it shall be lawful for the Dee Company to apply to the Board of Trade to and that Board may thereupon appoint an engineer or inspector to examine the same and report thereon and to specify what works (if any) are necessary or proper to be done to remedy such default and in the event of failure by the Conservancy Board to forthwith execute and do the works specified in such report the Dee Company may thereupon forthwith execute and do the same and may recover the costs charges and expenses of executing such works and of the examination and report (or so much thereof as such engineer or inspector shall certify to be reasonable) from the Conservancy Board and the amount of such costs charges and expenses so certified shall be a debt due from the Conservancy Board to the Dee Company and may be recovered accordingly in any court of competent jurisdiction with costs of suit:

Conservancy Board to perform statutory duties.

Provided always that in case of emergency it shall be lawful for the Dee Company in the event of failure by the Conservancy Board

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forthwith to take such measures and to execute such works as are necessary to avert or to abate or remove any injury to the said banks causeways forelands and sluices to proceed at once to take such measures and to execute such works giving at the same time notice in writing to the Conservancy Board of their intention so to do and the expenses incurred by the Dee Company in remedying such default shall be paid by the Conservancy Board and may be recovered from them in any court of competent jurisdiction.

Charge for  
maintenance  
of ferries.

**61.** The Conservancy Board shall within one year after the commencement of this Act give security to the county council for the county of Flint to the extent of two thousand pounds for the due performance by the Conservancy Board of the aforesaid duties and obligations so far as respects the maintenance of the said ferries by this Act transferred to that Board by appropriating and setting apart the sum of two thousand pounds (part of the sum of thirty thousand pounds to be paid as herein-after mentioned by the Dee Company to the Conservancy Board) or by charging a sum of two thousand pounds on a sufficient part of the lands hereby transferred to that Board or partly by each such mode or in such other manner as shall be agreed on between the county council for the county of Flint and the Conservancy Board and if any difference shall at any time arise between the parties as to carrying out or giving effect to this section such difference shall be referred to and settled by a barrister to be appointed on the application of either party by the Board of Trade.

Dividing  
lands of Dee  
Company  
and vest-  
ing parts  
thereof in  
Board.

**62.** On and from the commencement of this Act the lands estates interests hereditaments and property of the Dee Company shall be divided in manner herein-after described one portion thereof being transferred to and vested in the Conservancy Board by virtue of this Act and the residue thereof being retained by the Dee Company :—

- (A) The plan signed in duplicate by Albert Edmund Earl of Morley Chairman of Committees of the House of Lords and deposited in the Parliament Office and the Private Bill Office of the House of Commons is in this Act referred to as “the signed plan” ;
- (B) The enclosed lands of the Dee Company coloured pink upon the signed plan are to be retained by the Dee Company ;
- (C) The land lying between the enclosed lands and the Broken Bank which has been partially reclaimed by the Dee Company coloured yellow upon the signed plan is to be retained by the Dee Company ;
- (D) The line drawn on the signed plan from a point marked B on the Broken Bank such point marked B being forty-eight



chains measured on a line in continuation of the Broken Bank from the centre of the old Chester and Holyhead turnpike road at Golftyn near St. Mark's Church to another point marked A on the signed plan such point marked A being one hundred and twenty-nine chains or thereabouts in a north-easterly direction from the lighthouse shown on the signed plan at the Point of Aire is herein-after and throughout this Act referred to as "the division line";

- (E) The unenclosed lands of the Dee Company next herein-after described lying to the south of the division line and herein called "the Mostyn Marshes" are to be retained by the Dee Company namely:—

All such unenclosed lands of the Dee Company as lie between the present enclosed lands on the south and the division line on the north and between the line marked C.D. drawn on the signed plan (being a line commencing in the centre of Llanerchymor Gutter at Llanerchymor Quay at the point marked C on the signed plan to a point marked D on the division line being seven hundred and twenty-five chains measured along such division line from the Broken Bank) and another line marked E.F. drawn on the signed plan (being a line commencing in the centre of Llinegar Gutter at the point where the Chester and Holyhead Railway crosses that gutter marked E on the signed plan to a point marked F on the division line being two hundred and eighteen chains measured along such division line from the said point marked D) except nevertheless the bed soil and banks of the channel for the time being of the river which are to belong to the Conservancy Board;

- (F) There are hereby transferred to and vested in the Conservancy Board the following namely:—

Vesting bed  
of river &c.  
in Board.

(1.) The bed and soil of the navigable channel of the river from Wilcox Point to an imaginary line drawn across the river in continuation of the direction of the Broken Bank and also the bed and soil of the main navigable channel for the time being of the river from such imaginary line seawards;

(2.) The river embankment on the south or Flintshire side of the river or so much thereof as belongs to the Dee Company and the shore and forelands of the Dee Company on that side of the river from opposite Wilcox Point to the imaginary line in the last preceding paragraph mentioned except the parts thereof respectively coloured blue and pink on the signed plan;

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(3.) The river embankment on the north or Cheshire side of the river or so much thereof as belongs to the Dee Company and the shore and forelands of the Dee Company on that side of the river from Wilcox Point down to the Broken Bank including the ferry house at the Higher Ferry but excepting the parts of the said embankment and forelands respectively coloured brown on the signed plan ;

(4.) All lands shore and forelands of the Dee Company on the southerly side of the division line and all lands which the Dee Company is or but for this Act would be entitled to enclose and reclaim on the same side of the division line except the Mostyn Marshes and the lands coloured pink on the signed plan ;

(5.) All training walls groynes stages perches and other works of navigation of every description of the Dee Company and the ferry boats and all plant tackle and appliances thereof or appertaining thereto ;

freed and discharged of and from all mortgages charges and incumbrances created by the Dee Company and all claims and demands of all mortgagees and judgment or other creditors of that company but subject to such tenancies and easements and rights in the nature of easements as now by grant of the Dee Company or their representatives or assigns or otherwise affect the same but with the benefit as and from the commencement of this Act of all rents payable in respect of such tenancies easements and rights and of all covenants and obligations on the tenants' and grantees' parts and incidents of or relating to such tenancies easements and rights in the nature of easements ;

(6.) All the lands of the Dee Company coloured pink yellow blue and brown on the signed plan and the Mostyn Marshes and all enclosed lands of the Dee Company and also all unenclosed lands of the Dee Company on the northerly side of the division line are to be retained by the Dee Company subject as to that portion of the said lands coloured blue which is situate at the Lower Ferry to the exercise on and over such lands by the Conservancy Board of whatever rights are or may be or become necessary for or in connexion with the maintenance improvement working or user of the Lower Ferry :

But nothing in this Act or the signed plan contained shall confer upon the Dee Company any right or title to anything shown upon the signed plan which the Dee Company would not have had if this Act had not been passed.

**63.** A copy of the signed plan together with a copy of the supplemental plan herein-after referred to shall forthwith after the passing of this Act be lodged with the clerk of the peace for the county of Flint with the clerk of the peace for the county of the city of Chester with the Conservancy Board and with the Dee Company respectively.

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Copy plan to be deposited with clerk of peace for Flint &c.

**64.** In upon and in respect of the lands hereditaments and premises by this Act transferred to and vested in the Conservancy Board that Board shall have and may exercise enjoy and put in force all such rights powers privileges and authorities as the Dee Company under or by virtue of the Dee Acts or any of them or any other Act heretofore passed or under or by virtue of any prescription or otherwise howsoever could or might have had exercised enjoyed or put in force in upon or in respect of such lands hereditaments and premises if this Act had not been passed.

Board may exercise powers of enclosure &c. under Dee Acts in respect of transferred lands.

**65.** For the purpose of making improving extending altering maintaining renewing removing or protecting any work of navigation or for the purpose of doing anything whatever in the exercise of any power hereby transferred to or conferred on the Conservancy Board for or in any way connected with the making maintenance or improvement of the navigation of the river or the improving maintaining or protecting any of the works of navigation of the Conservancy Board that board may at any time and from time to time at their absolute discretion and without liability to make any compensation or payment whatsoever enter upon take and use as well for temporary purposes as permanently any land within the limits of this Act over which the tide now flows lying seawards of the Broken Bank of or belonging to or vested in the Dee Company under the Dee Acts or any of them and not for the time being reclaimed and enclosed And in particular—

Power of Conservancy Board as to navigation of river.

(1.) The Conservancy Board may enter upon take and use such lands as aforesaid of the Dee Company if in their discretion necessary or desirable for training the main navigable channel of the river through the Mostyn Marshes or part thereof in such course direction and manner as the Board shall deem advisable and the bed soil and banks of the channel for the time being and as so trained shall belong to and be vested in the Conservancy Board :

(2.) The Conservancy Board may enter upon take and use such lands as aforesaid of the Dee Company if in their discretion necessary or desirable for training the main navigable channel of the river to the northward of the division line in such course direction and manner as the Board shall deem advisable and

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in such event but in such event only the bed soil and banks of the channel for the time being and as so trained shall belong to and be vested in the Conservancy Board instead of the Dee Company :

Provided that except in case of emergency the Conservancy Board shall before exercising any of the powers by this section conferred give to the Dee Company at least fourteen days notice of their intention so to do accompanied by a plan showing the works proposed to be executed and if the Dee Company shall be of opinion that any such works will unnecessarily or without reasonable cause interfere with prejudice or disturb any lands of the Dee Company and thereof give notice to the Conservancy Board and if the Board and the company shall disagree or within thirty days after the giving of such last-mentioned notice fail to agree as to such works or the mode of executing the same or the time when the same shall be commenced or the period within which the same shall be completed the matter in difference shall be referred to and settled by an engineer to be agreed on or failing agreement to be appointed by the Board of Trade and such engineer shall have power to direct by and to whom the costs or all or any part of the costs of or attending the reference to him or any sum he may prescribe therefor shall be paid :

Provided also that the powers by this section conferred shall not extend to give to or vest in the Conservancy Board any powers which the Dee Company might not have exercised or any lands or rights in lands which the Dee Company would not have had if this Act had not been passed.

Wharfage  
&c. powers.

**66.** The Conservancy Board may make maintain and use wharves stages landing-places jetties or any like works on any lands hereby or hereafter becoming vested in them and the Conservancy Board may grant licenses on and subject to the payment observance and performance of such charges terms and conditions as the Board may consider reasonable to any person to make maintain and use any wharves stages landing-places jetties or any like works and no person shall without such license or otherwise than in accordance with the terms and conditions of the license make maintain or use any wharf stage landing-place jetty or other like work any where in the river or on the shore or banks thereof either on the lands of the Board or of any other person :

Provided—

- (1) That nothing in this Act contained shall take away or prejudice any now existing right to make have maintain or use any existing or future wharf stage landing-place jetty or like works under and subject to all (if any) terms and

conditions under and subject to which such right is held or exists ;

(2) That the Dee Company shall be entitled without payment to make maintain and use wharves stages landing-places jetties or like works adjacent to their land between the Manchester Sheffield and Lincolnshire Railway Bridge and the Broken Bank ;

(3) That every such wharf stage landing-place jetty or like work shall be made maintained and used in such manner and under and subject to such reasonable conditions and regulations for the protection of or the prevention of injury to or interference with the navigation or navigable channel or any works of the Conservancy Board or the improvement thereof respectively as that Board shall at any time or from time to time prescribe :

And the question what are reasonable conditions and regulations shall in case of difference be settled by an arbitrator to be appointed by the Board of Trade on the application of the Conservancy Board or of the company or person interested.

**67.** The Conservancy Board may for the purposes of this Act (in addition to the lands transferred to and vested in them by this Act) from time to time by agreement acquire in fee simple either by purchase or by way of exchange or otherwise any land not exceeding in the whole fifty acres and any right easement or privilege therein thereunder thereover or thereupon (not being an easement of water) But nothing in this Act shall exempt the Board from any action indictment or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken by them under the powers of this section.

Power to acquire additional lands by agreement.

**68.** The Conservancy Board shall at any time and from time to time be entitled to quarry and take such quantity of stone from Pen-y-llan or Boot Rocks in the townships of Golftyn and Kelsterton in the county of Flint as may be required for making or maintaining any training walls banks or other works of navigation paying to the Dee Company a royalty not exceeding twopence per ton in respect of any stone so quarried or taken Provided that no such royalty shall be payable in respect of any stone got from any land hereby vested in the Conservancy Board.

Payment for stone taken by Board.

**69.** For the advantageous enjoyment and development of the lands and property of the Conservancy Board and the Dee Company respectively and the convenient exercise of their respective powers and rights the following provisions shall have effect viz. :—

Exercise of rights by Board and Dee Company.

(1.) The Conservancy Board shall be entitled to all necessary or reasonable access and egress for traffic of all descriptions to

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- and from the river and all lands hereby vested in them over the lands of the Dee Company but as to lands already enclosed or which shall hereafter be enclosed only over and by means of now existing roads and future roads if and when made by the Dee Company and reclamation embankments and lands now used or which hereafter shall be used as or for roads.
- (2.) The Dee Company shall be entitled to all necessary or reasonable access and egress for traffic of all descriptions to and from the river and means of drainage over and through the lands and embankments hereby vested in the Conservancy Board.
- (3.) The Conservancy Board and the Dee Company respectively shall if and so far as shall be necessary in order to obtain access to the Chester and Holyhead Railway or the old Chester and Holyhead Turnpike Road be entitled to a convenient right of foot horse and cart road and rail road over any lands of the other of them within a radius of one hundred yards north west and east from the point where the Chester and Holyhead Railway crosses Llinegar Gutter.
- (4.) The Dee Company shall from time to time provide all such means of drainage of on over or through their reclaimed or partially reclaimed lands as shall be necessary to avoid damage or injury to any embankments or works of the Conservancy Board or prejudice to the maintenance or improvement of the navigation.
- (5.) The Dee Company shall be entitled to join reclamation embankments to any river embankments of the Conservancy Board and also to take gravel from the shore at the Point of Aire for the use of the undertaking of the Dee Company but not for sale or for use otherwise if and so far as it can be done without prejudice to the navigable channel or the navigation.
- (6.) The Dee Company shall be entitled to similar rights of making maintaining and using wharves stages landing-places jetties or like works without payment adjacent to the Mostyn Marshes and adjacent to any of the lands coloured respectively brown and pink on the signed plan as are herein-before reserved or declared with respect to the lands of the Dee Company between the Manchester Sheffield and Lincolnshire Railway Bridge and the Broken Bank.
- (7.) Before any works shall be executed by either the Conservancy Board or the Dee Company on over or through the lands or embankments of the other of them in exercise of the rights by this section conferred proper plans and sections shall be submitted to the other of them and in case the Board and

the company shall disagree or within thirty days fail to agree as to such works or the mode of executing the same or the time when the same shall be commenced or the period within which the same shall be completed the matter in difference shall be referred to and settled by an engineer to be agreed on or failing agreement to be appointed by the Board of Trade and such engineer shall have power to direct any works to be done by either or both parties and the mode in which and the time when the same shall be done and the period within which the same shall be completed and by and to whom the costs or all or any of the costs of or attending the reference to him or any sum he may prescribe therefor shall be paid.

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70. The Conservancy Board shall have full power to sell exchange lease let or otherwise dispose of any lands for the time being vested in or belonging to the Board not for the time being required or in the opinion of the Board likely to be required for the works of conservancy and navigation or any part thereof or any partial interest therein or any easement over or affecting the same or any part thereof and may borrow on mortgage of such lands or any of them any sum or sums of money.

Power of sale &amp;c. by Conservancy Board.

71. Before the Conservancy Board sell or exchange any part of the lands or foreshore belonging to them lying between the river and any land of any other owner they shall offer to sell such lands or foreshore to the owner of the land between whose land and the river the land or foreshore so proposed to be sold or exchanged as aforesaid shall be situate at a price to be settled in case of difference by arbitration.

Right of pre-emption of foreshore.

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

Restriction on taking houses of labouring class.

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

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Power to  
take ease-  
ments by  
agreement.

**73.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Conservancy Board any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

### PART III.—TOLLS RATES AND DUTIES.

Rates and  
duties of  
Act of 1851  
repealed.

Ship dues.

**74.** The several tolls rates and duties authorised to be levied by the Dee Company by the Act of 1851 are hereby repealed.

**75.** When and so soon as it shall be certified by an officer appointed by the Board of Trade that the depth of the navigable channel prescribed by the Dee Acts has been obtained (which certificate the Board is hereby authorised to grant upon and after such inquiry as they may think necessary) the Conservancy Board may demand take levy receive and recover for or in respect of every vessel in the respective classes specified in the Fifth Schedule entering leaving or using the river any sums not exceeding the dues specified in that schedule with respect to such classes respectively subject to the provisoes in that schedule contained The said dues are in this Act referred to as "ship dues":

Provided that no ship dues shall be payable or chargeable in respect of vessels clearing the river with cargo or passengers from or discharging cargo or passengers at the following existing wharves viz. :—

- (1) Pentre Wharf Flint occupied by Smith and Mawdsley ;
- (2) The Flint Wharves occupied by Muspratt Brothers and Huntley Limited ;
- (3) Bagillt Wharf occupied by Newton Keates and Company ;
- (4) Bagillt Wharf occupied by Newton Keates and Company and Walkers Parker and Company Limited ;
- (5) Bagillt Wharf occupied by the Bettisfield Colliery Company Limited ;
- (6) Dee Bank Wharf Bagillt occupied by Walkers Parker and Company Limited ;
- (7) Greenfield Wharf occupied by Newton Keates and Company ;
- (8) Greenfield Wharf occupied by Adam Eyton ;
- (9) Llanerch-y-mor Wharf occupied by the Llanerch-y-mor Lead Works Limited ;



(10) Mostyn Wharf and Dock occupied by Lord Mostyn and the Darwen and Mostyn Iron Company Limited ; A.D. 1889.

(11) Point of Ayr Wharf occupied by the Point of Ayr Collieries Limited ;

and not clearing from or discharging at any other wharf on the river unless and until the Board of Trade shall have given a certificate (which they are hereby authorised from time to time to give) that such wharves respectively have been and are benefited directly and substantially by works executed by the Conservancy Board and from and after the date of such certificate the aforesaid exemption shall as to the wharves respectively mentioned in such certificate cease and determine. Such certificate shall not be given without notice to the owners and occupiers of such wharves respectively of the application for any certificate affecting them respectively and the opportunity given them respectively of being heard in opposition thereto :

Provided nevertheless that any such certificate as aforesaid applying to the wharf at Bagillt herein-before numbered 4 shall be deemed to include and apply to the wharves in the borough of Flint if—

(a.) Such notice as aforesaid shall have been given to the owners and occupiers of such last-mentioned wharves and opportunity shall have been given them respectively of being heard upon the application for such certificate ; and

(b.) The navigation to the wharves in the borough of Flint shall not have been injured by the works of the Conservancy Board :

Provided further that no ship dues shall be payable or chargeable for or in respect of—

(1) Any canal boat entering or leaving the river through the lock of the Shropshire Union Railways and Canal Company at Chester with cargo which has been conveyed on their canal and is destined for some quay or place on the river or with cargo from any quay or place on the river destined for conveyance on such canal ; or

(2) Any canal boat using the river to load convey or discharge any cargo which has been conveyed or is for conveyance on such canal at or from any quay of that company to or at any other quay or place on the river or at or from any other quay or place on the river to or at any quay of that company ;

and not conveying cargo to or from any vessel exempt from ship dues lying in the river below Connah's Quay and not otherwise than as in this proviso mentioned entering leaving or using the river.

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As to the  
collection of  
ship dues.

**76.** The ship dues shall be paid to the collector or agent of the Conservancy Board by the master or owner of the vessel and shall be due and payable at the time of commencing to discharge or load as the case may be any goods or merchandise from or into such vessel or to embark or disembark passengers. And the ship dues shall be due and payable in respect of such vessels as well on going out as coming in.

Ship dues shall not be due or payable in respect of—

- (1) Any vessel wholly unladen or wholly in ballast; or
- (2) Any vessel using the river for lightering another vessel which in respect of the voyage with the cargo or passengers lightered has paid or is liable to pay ship dues and not otherwise entering leaving or using the river.

If any vessel for which ship dues have been paid be obliged from stress of weather or other sufficient cause after leaving the river to return with the same cargo or passengers ship dues shall not be the second time exacted in respect of such vessel so returning.

The ship dues shall be a charge upon and against the vessel and may be enforced by arrest or detention of the vessel by summary process issuing out of any court having the competent Admiralty jurisdiction.

How ton-  
nage of  
vessels to be  
ascertained.

**77.** For the purpose of ascertaining the ship dues payable upon vessels under this Act the tonnage of British vessels duly registered according to law shall be ascertained according to the certified tonnage in the register of such vessels and the tonnage of all other vessels shall be ascertained according to the rules of admeasurement for the time being established by law for regulating the admeasurement of the tonnage and burden of the merchant shipping of the United Kingdom.

Conservancy  
Board may  
vary ship  
dues.

**78.** In lieu of the provisions of section 30 of the Harbours Docks and Piers Clauses Act 1847 the Conservancy Board may from time to time vary the ship dues in such manner as they may deem expedient by reducing or raising the same. Provided that in respect of vessels going to or from Chester Saltney or other places above Connah's Quay the same rates dues and duties shall from time to time be charged as are charged in respect of vessels going to or from Connah's Quay or places between Connah's Quay and Flint. And provided also that the ship dues do not in any case exceed the amounts by this Act authorised. And provided also that the same be at all times charged equally to all persons in respect of the same description of vessels carrying the same description of goods but no variation in the said ship dues shall take place

unless with the consent of at least two thirds of the conservators present at a meeting of the Conservancy Board specially convened for the purpose.

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**79.** The Conservancy Board may from time to time compound for any period not exceeding one year with the owner consignee agent or person having the charge or management of any vessel using and resorting to the river for the payment of such sum or sums of money in lieu of ship dues on such vessel as they may think sufficient and such composition money shall be recovered paid and applied in the same manner as the ship dues on such vessel by this Act authorised. Provided that such composition shall be charged equally to all persons under the same circumstances and shall not be made directly or indirectly with partiality or in favour of or against any particular owners consignees agents or persons or be confined to any particular vessels. And provided further that if any such composition shall be made or entered into the same shall pro rata extend to or may be adopted by all owners consignees agents or persons having the charge or management of any other vessel who shall think fit to take advantage of such composition or to accept the terms thereof.

Conservancy Board may compound for ship dues.

**80.** The Conservancy Board may demand and take for the use of their quays warehouses staiths cranes weighing machines steam vessels or steam tugs or other conveniences of or from the owner consignee or person having the charge of any goods articles or things deposited in such warehouse or loaded or unloaded weighed or measured on or by means of such quays staiths cranes and weighing machines or from the master or owner of any ship using any steam vessels or steam tugs such reasonable payments as the Conservancy Board shall from time to time appoint.

Rates for cranes &c.

**81.** The Conservancy Board may receive for shipping unshipping landing re-landing loading storing depositing weighing or warehousing any goods wares and merchandise whatsoever which shall be shipped or landed at or warehoused upon the premises of the Conservancy Board or for all or any of such acts or for any other work or labour performed by the Conservancy Board in respect of such goods wares and merchandise such reasonable rates and sums of money as the Conservancy Board shall from time to time fix and determine and which rates and sums of money may be recovered or be recoverable by the Conservancy Board in the same manner and by the same means as the other rates tolls and duties imposed by this Act are or shall be recoverable.

Conservancy Board may charge for warehousing unloading &c.

**82.** If default be made in payment to the Conservancy Board of any rent or charge in respect of any goods at on or in the quays.

Power for Conservancy

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Board to  
recover  
rents and  
charges for  
goods by  
sale &c.

yards warehouses or other premises of the Conservancy Board the Conservancy Board (subject to any lien for freight of which the Conservancy Board shall have received notice under the Merchant Shipping Acts Amendment Act 1862 and first paying the Customs duties and Inland Revenue duties if any are due and payable thereon) may detain and sell the goods or any part thereof and after detaining the amount so paid may retain for themselves the rents or charges so due and payable to them and the expenses of detention and sale rendering on demand the surplus (if any) of the proceeds of sale and such (if any) of the goods as remain unsold to the person appearing to them to be entitled thereto Provided that the Conservancy Board if they do not sell the goods or if the proceeds of the sale thereof be insufficient may recover the amount of the rents charges and expenses due and payable to them or the balance thereof in any court of competent jurisdiction.

Restrictions  
as to time  
of sale by  
Conservancy  
Board for  
recovery of  
charges.

**83.** Provided that (except with respect to goods of a perishable nature which in the judgment of the Conservancy Board would be materially lessened in value by being retained by them) the Conservancy Board shall not so sell any goods until after the expiration of six months after the time at which the goods are unshipped or delivered at their quays yards warehouses or other premises.

Sale of  
perishable  
goods.

**84.** The Conservancy Board may if they think fit sell any goods of a perishable nature deposited and lodged with them at any time (first paying the Customs duties and Inland Revenue duties if any due and payable thereon) when in their judgment the goods would be materially lessened in value by being retained by them and whether or not they have notice of the non-payment of freight claimed on the goods or notice to retain the same.

Application  
of proceeds  
of sale of  
perishable  
goods.

**85.** When the Conservancy Board so sell any perishable goods they shall apply the proceeds of the sale (subject to any lien for freight of which the Conservancy Board shall have received notice under the Merchant Shipping Acts Amendment Act 1862) in payment of the ship dues rents and charges due and payable to the Conservancy Board in respect thereof and any Customs duties or Inland Revenue duties paid by them as aforesaid and the expense of the sale rendering on demand the surplus (if any) of the proceeds and the unsold goods (if any) to the person appearing to them to be entitled thereto.

Harbour-  
master may  
prevent  
sailing of  
vessels till  
rates paid.

**86.** The harbour master may prevent the departure out of the limits of this Act of any vessel in respect of which any ship dues shall have been payable until evidence shall have been produced to him of the payment of such ship dues.

**87.** The Conservancy Board shall not make any charge upon or in respect of any officer or man in any branch of Her Majesty's service or any workman or boy for the time being actively employed in any branch of Her Majesty's service who may come from or go on board any of Her Majesty's ships hired transports training ships or hospital ships when on duty to or from any land which the Conservancy Board may acquire under the powers of this Act.

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Officers and men in Her Majesty's service not to be charged.

**88.** Nothing in this Act or in the Dee Acts shall extend to charge with rates or duties or to regulate or subject to any control any packet boat or post office packet being a packet boat or post office packet as defined under the provisions of any Act relating to the post office or any post office bag of letters conveyed by any such packet boat or packet or by any other vessel whatsoever or any of the officers or persons employed in the service of the post office or their baggage but all such vessels officers or persons as aforesaid shall have the free use of the River Dee and the channel thereof and all works of navigation directed or maintained under this Act or the Dee Acts without any charge or rate being made for using the same Provided always that if any person claim and take the benefit of this exemption without being entitled thereto he shall for every such offence be liable to a penalty not exceeding ten pounds.

Post office not to be charged.

#### PART IV.—FINANCIAL.

**89.** The Dee Company shall in addition to the lands by virtue of this Act transferred to and vested in the Conservancy Board pay to that Board as the consideration for the release from liabilities granted under the provisions of this Act the sum of thirty thousand pounds and all the lands and estate of the Dee Company not hereby transferred to the Conservancy Board and the undertaking of the Dee Company (with the exception of the lands before the passing of this Act contracted to be sold to the Manchester Sheffield and Lincolnshire Railway Company and the Wrexham Mold and Connah's Quay Railway Company respectively and also the lands so contracted to be sold to those companies jointly) shall on and from the passing of this Act stand charged with and be liable to the payment to the Conservancy Board of the said sum of thirty thousand pounds together with interest from the commencement of this Act on the said sum of thirty thousand pounds or so much thereof as shall for the time being remain unpaid at the rate of four pounds per centum per annum and such charge shall have priority of and over all present or future charges on or claims against the Dee Company or

Charge on River Dee Company's estate.

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the said lands estate and undertaking or any part or parts thereof respectively except the Hawarden annuities and (so far as regards the lands edged green on the supplemental plan) subject to the charge created by the section of this Act the marginal note whereof is "Continuing certain obligations of Dee Company."

Mode of payment and recovery of moneys.

**90.** The said sum of thirty thousand pounds shall be paid as follows namely ten thousand pounds part thereof on the day of the date of the commencement of this Act and twenty thousand pounds the remainder thereof on or before the first day of January one thousand eight hundred and ninety-five with interest in the meantime on the amount for the time being unpaid at the rate of four pounds per centum per annum by equal half-yearly payments on the first day of July and the first day of January in every year and the said sum and interest shall be a debt due from the Dee Company to the Conservancy Board and shall be recoverable accordingly and in case of default of payment of any part thereof respectively at the times or in the manner herein-before provided the said sum of thirty thousand pounds or the amount thereof for the time being unpaid and all interest for the same shall also be recoverable by sale of all or any parts of the lands estate and undertaking so charged as aforesaid by an order of sale by the Chancery Division of the High Court of Justice:

Provided always that the Dee Company or any person on their behalf in making payment to the Conservancy Board of the said sum of thirty thousand pounds or any part thereof shall not be bound to see to the application or be answerable for any loss misapplication or non-application of the money so paid or any part thereof.

Power to borrow.

**91.** The Conservancy Board may from time to time borrow on mortgage of the ship dues tolls rents and other income of the Conservancy Board or any part or parts thereof respectively such moneys as they from time to time think requisite for the purposes of this Act not exceeding in the whole the sum of one hundred thousand pounds and in the event of any part of such money being repaid the Board may re-borrow the same and so toties quoties but so nevertheless that there shall not be owing at any one time upon such security more than the said sum of one hundred thousand pounds.

Appointment of a receiver.

**92.** The mortgagees of the Conservancy Board may enforce payments of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the appli-

cation for a receiver is made shall not be less than ten thousand pounds in the whole. A.D. 1889.

**93.** The sum to be set apart and appropriated in each year out of the revenues of the Conservancy Board as a sinking fund to be applied in paying off the principal moneys which shall have been borrowed on mortgage by the Conservancy Board shall be at least one fiftieth of the moneys borrowed. And it shall be lawful for the Conservancy Board to postpone the commencement of such sinking fund for a period of seven years from the raising of any such loan. And such sinking fund may from time to time be invested in any securities in which trustees are for the time being by or under any Act of Parliament passed or to be passed authorised to invest trust money and in any security of any municipal corporation in Great Britain or of any other local authority within the meaning of section 34 of the Local Loans Act 1875.

Sinking  
fund.

**94.**—(1) The Conservancy Board shall within twenty-one days after the expiration of each year during which any sum is required to be set apart for a sinking fund transmit to the Board of Trade a return in such form as may be prescribed by that Board and verified by statutory declaration by their treasurer if so required by that Board showing the amount which has been invested for the purpose of such sinking fund during the year next preceding the making of such return and the description of the securities upon which any investment has been invested and also showing the purposes to which any portion of the moneys invested for the sinking fund and the interest thereof have been applied during the same period and the total amount remaining invested at the end of the year.

Annual  
return to  
Board of  
Trade.

(2) In case of wilful default therein by the Conservancy Board that Board on each occasion shall be liable to a fine not exceeding one hundred pounds and in case of wilful default therein by the treasurer he shall on each occasion be liable to a fine not exceeding twenty pounds and every fine under this section shall be recoverable summarily on the prosecution of the Board of Trade and not otherwise.

(3) If it appear to the Board of Trade by such return or otherwise that the Conservancy Board have failed to set apart the sum required by this Act for the sinking fund or have applied any portion of the moneys set apart for that fund or any interest thereof to any purposes other than those authorised by this Act the Board of Trade may after hearing the Conservancy Board if desirous to be heard and notwithstanding any proceeding for the recovery of any fine or any other proceeding taken by that Board by order require

A.D. 1889. the Conservancy Board to make good the default within a time therein limited and such order shall be enforceable by writ of Mandamus to be obtained by the Board of Trade out of the High Court of Justice in England.

Application  
of money  
borrowed.

**95.** All money borrowed by the Conservancy Board under this Act shall be applied for the purposes of this Act and the Dee Acts (so far as they are to be effected by the Conservancy Board) to which capital is properly applicable by the Conservancy Board and not otherwise.

Protection  
of lenders  
from inquiry.

**96.** Any person lending money to the Conservancy Board under this Act shall not be bound to inquire respecting the observance by them of any provision of this Act or of any other Act or be bound to see to the application or be answerable for any loss misapplication or non-application of the money lent or of any part thereof.

Board not  
bound to see  
to execution  
of trusts.

**97.** The Conservancy Board shall not be bound to see to the execution of any trust whether express implied or constructive to which any mortgage or the money principal or interest thereby secured may be subject and the receipt of the person in whose name any such mortgage stands in the books of the Conservancy Board shall be a sufficient discharge to the Conservancy Board for any money payable in respect thereof notwithstanding any trust to which the same or the money thereby secured may then be subject and the Board shall not be bound to see to the application of the money paid upon such receipt.

Accounts to  
be kept.

**98.** The Conservancy Board shall keep two accounts one an income account and the other a capital account:

The income account shall contain the receipts of the Conservancy Board under the following headings:—

The ship dues tolls rates and duties authorised to be levied under this Act;

The net rents and profits derived from the lands for the time being held by the Conservancy Board;

All other annual receipts of the Conservancy Board;

All casual receipts not included in the capital account:

And the expenditure of the Conservancy Board under the following headings:—

The maintenance of the ferries;

The maintenance and preservation of the navigation and the works thereof;

The interest on loans;

The payments to sinking fund;



The general annual expenditure of the Conservancy Board ;  
 All casual expenditure not included in capital account :  
 The capital account shall contain the receipts of the Conservancy Board under the following headings :—

Moneys borrowed ;

Moneys arising from the sale or other disposition of land ;

The principal sum to be paid by the Dee Company under the provisions of this Act ;

Any casual receipts in the nature of capital :

And the expenditure of the Conservancy Board under the following headings :—

The purchase of land by this Act authorised ;

Structural alterations of and additions to works at any time existing ;

Construction of works for the improvement maintenance or preservation of the river ;

The purchase of dredging and other machinery for cleansing deepening and scouring and opening the river ;

Repayment of loans except by means of the sinking fund ;

Such other works as the Conservancy Board are under this Act or the Dee Acts authorised to make and the expenditure on which is properly chargeable against capital ;

Any expenditure properly chargeable against capital.

**99.** The Conservancy Board shall apply the revenue derived by them by virtue of this Act as follows (that is to say) :—

First. In payment of the costs charges and expenses of and incidental to the collecting and recovering of such revenue and of the borrowing of money under this Act by the Conservancy Board ;

Secondly. In payment of the working and establishment expenses and cost of maintenance of the undertaking and of executing the powers of the Dee Acts and this Act with relation thereto ;

Thirdly. In payment of the interest on moneys borrowed by the Conservancy Board under this Act ;

Fourthly. In providing the requisite sinking funds under this Act with reference to the money so borrowed ;

Fifthly. In providing a reserve fund if they think fit by setting aside such money as they from time to time think reasonable and investing the same and the resulting income thereof in some investment in which moneys under the control of the Chancery Division of the High Court of Justice may by law for the time being be invested and accumulating the same at

Application  
of revenue  
by Con-  
servancy  
Board.

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compound interest until the fund so formed shall amount to ten thousand pounds which sum shall be applicable from time to time to answer any deficiency at any time happening in the income of the Conservancy Board from the undertaking or to meet any extraordinary claim or demand at any time arising against them in respect thereof and so that if that fund be at any time reduced it may thereafter be again restored to the like sum and so from time to time.

The surplus (if any) shall be expended as the Conservancy Board think fit in improving or otherwise for the benefit of the river and in no other way.

Appoint-  
ment of  
auditor.

**100.** The Conservancy Board shall annually appoint and pay a public auditor who shall not otherwise be connected with the Conservancy Board.

Audit of  
accounts.

**101.** Such auditor shall annually audit the accounts of the Conservancy Board for the previous year and shall have power at the expense of the Conservancy Board to require the production to him of all the books accounts vouchers and other documents and papers of or belonging to the Conservancy Board and the attendance before him of all or any of the officers or servants of the Conservancy Board and may examine all such books accounts vouchers documents and papers and such officers and servants are hereby required to give to him all such information as may be necessary for such audit. And such auditor shall report to the Conservancy Board the result of his audit.

Publication  
of balance  
sheet.

**102.** The Conservancy Board shall forthwith after such audit publish a summary or abstract of such accounts in a newspaper published in the city of Chester or in the counties of Flint and Denbigh or either of them as the Board shall appoint.

#### PART V.—PROVISIONS AS TO DEE COMPANY.

Change of  
name of Dee  
Company.

**103.** Subject to the provisions of Part IV (relating to change of name) of the Companies Clauses Act 1863 the name of the Dee Company shall from and after the commencement of this Act be "the Dee Land Company."

Continuing  
certain  
obligations  
of Dee  
Company.

**104.** Notwithstanding anything in this Act contained the Dee Company shall from time to time:—

(A) Maintain and repair all such roads on the north of the existing channel as that Company are by or under the Dee Acts bound to maintain and repair and to the extent of such obligation but not further or otherwise:

And as security for the due performance by the Dee Company of this obligation the lands distinguished by being edged round

with the colour green on the supplemental plan signed in duplicate by Leonard Henry Courtney the Chairman of the Committee of the House of Commons to whom the Bill for this Act was during its progress through Parliament referred and deposited with the signed plan herein-before referred to in the Parliament Office and Private Bill Office of the House of Commons (and in this Act called "the supplemental plan") shall on and from the passing of this Act stand charged with a sum not exceeding two hundred and twenty-five pounds in any one year which sum shall be recoverable in manner herein-after mentioned in case of default by the Dee Company in performance of such obligation and in that event only. Such charge shall have priority of and over all present or future charges or claims (including the said sum of thirty thousand pounds and interest payable under this Act to the Conservancy Board) on or against the Dee Company or the said lands the Hawarden annuities only excepted:

This charge together with the expenses of enforcing the same shall from time to time in the event aforesaid be enforceable by the county council for the county of Flint the county council for the county of Chester and the council of the city of Chester or such one or more of them as the case may require—

(1stly) By receipt of the rents of the said lands or an adequate part thereof;

(2ndly) If such rents shall be insufficient but in no other event then by sale of an adequate part of the said lands:

The moneys raised under this section shall forthwith after the receipt thereof be expended and laid out for and in respect of the maintenance and repair of the said roads and to or for no other purpose:

Provided always that before entering into receipt of such rents one month's notice and before selling two months notice of the intention to put in exercise such respective remedies shall be given to the Dee Company by the councils or council intending to exercise the same by registered letter addressed to the secretary of the said company at their principal or last known principal office.

(B) Subject to the provisions of this Act as to sluices in the embankments hereby transferred to the Conservancy Board make and maintain in a good and efficient state all water-courses drains sewers channels gutters culverts and sluices of such widths depths and capacities as shall be proper and necessary for draining and conveying the land drainage without obstruction in through or over the lands heretofore reclaimed or

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which shall hereafter be reclaimed by the Dee Company to or into the channel for the time being of the river or the estuary thereof so that a good and effectual drainage may be afforded as well to the lands heretofore reclaimed or which shall hereafter be reclaimed by the Dee Company as to all lands adjoining thereto and for those purposes the Dee Company may interfere (so far only as may be necessary and proper) with any works executed by or by this Act vested in the Conservancy Board and any such necessary interference with those works shall be made subject to the superintendence and to the reasonable satisfaction of the engineer of the Conservancy Board.

Plans &c.  
of future  
reclamation  
works.

**105.** In order that no works to be hereafter executed by the Dee Company for the reclamation or enclosure of the White Sands or Salt Marshes and other lands within the estuary of the river not by this Act transferred to the Conservancy Board shall at any time interfere with the navigation of the river or the improvement thereof the Dee Company shall before commencing to construct any such works (other than works on the site of or within the Broken Bank herein-before mentioned) submit to the Conservancy Board plans and sections of such intended works and in case that Board and the Dee Company cannot agree whether such works ought to be executed or not or upon the said plans or upon any alterations therein variations thereof additions thereto or omissions therefrom the matter shall be referred to the Board of Trade and such works (if any) shall be constructed according to such plans and sections and under such restrictions and regulations as may be agreed upon or as the Board of Trade may approve or prescribe and if any such work shall be commenced proceeded with or completed contrary to the intention of this enactment the Board of Trade may order the alteration modification abatement or removal of the same and thereupon it shall be lawful for the Conservancy Board at the cost of the Dee Company to alter modify abate or remove the same and the amount of such cost or so much thereof as the Board of Trade shall certify to be reasonable shall be a debt due from the Dee Company to the Conservancy Board and be recoverable accordingly with costs of suit.

Power to  
Board to  
deal with  
decayed  
works of  
reclamation.

**106.** If any embankments sluices watercourses or other works of the Dee Company shall be suffered by the Dee Company to fall into decay so that the same have or may become prejudicial to or may endanger the navigation or any works of navigation or if the Dee Company shall not maintain the same in such condition as to prevent any prejudice or danger to the navigation the Conservancy

Board after reasonable notice to the Dee Company by the Conservancy Board may apply to the Board of Trade to and that Board may thereupon appoint an engineer or inspector to examine the same and report thereon and to specify what works (if any) are necessary or proper to be done for the protection and preservation of the navigation And the Conservancy Board may forthwith thereupon execute and do the works specified in such report and may recover the costs charges and expenses of executing such works and of the examination and report or so much thereof as such engineer or inspector shall certify to be reasonable from the Dee Company and the amount of such costs charges and expenses (so certified) shall be a debt due from the Dee Company and be recoverable accordingly in any court of competent jurisdiction with costs of suit.

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**107.** The Dee Company shall not do or knowingly or willingly permit or suffer to be done any act or thing whatsoever in that part of the estuary of the river not hereby transferred to the Board or on their own lands or estate or in the exercise of any of the rights or powers hereby conferred on or reserved to them which shall or may in any way damage injure endanger prejudice prevent or hinder the navigation of the river or the maintenance or improvement thereof or the anchorage therein or the safety convenience or protection of vessels coming to going from or remaining in the river.

Dee Company not to damage &amp;c. navigation.

**108.** The Dee Company on the one hand and the Conservancy Board on the other hand may from time to time enter into agreements with respect to the construction maintenance and user of all or any training-walls reclamation banks or other works which either the Conservancy Board or the Dee Company may propose to execute under the powers of this Act or the Dee Acts.

Power to enter into agreements as to works.

**109.—(1.)** The Dee Company shall on and from the commencement of this Act be and is hereby absolutely released and discharged from all liabilities and duties (if any) imposed by the Dee Acts with respect to the making and keeping the river navigable the repair and maintenance of the banks causeways forelands and all other works of navigation by or under this Act transferred to the Conservancy Board and the maintenance and working of the said ferries and also from all powers for recovery of penalties or damages or for enforcing performance of the aforesaid liabilities or duties or any of them ; and

Release of Dee Company and lands from liabilities.

(2.) The White Sands and other lands vested by the Dee Acts in and all lands and estate purchased or otherwise acquired by the Dee Company which may at any time have been or be subject thereto including lands heretofore sold by the Dee Company as

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well as lands remaining unsold and including all lands hereby transferred to and vested in the Conservancy Board are hereby on and from the passing of this Act absolutely released and discharged from all such liabilities duties and powers and from all other liabilities (if any) imposed by the Dee Acts the Hawarden annuities only excepted.

Power of  
sale &c. of  
Dee Com-  
pany's lands.

**110.** From and after the passing of this Act the Dee Company shall have full power free from any restrictions imposed by the Acts mentioned in the First Schedule hereto to borrow money and to sell exchange mortgage charge lease or otherwise dispose of their lands (including land hereafter to be reclaimed but excluding the lands transferred by this Act to the Conservancy Board) and estates or any part thereof or any interest therein or any easement over or affecting the same or any part thereof as they shall think fit but subject so far as affected thereby respectively to the Hawarden annuities the charge created by the section of this Act the marginal note whereof is "Continuing certain obligations of Dee Company" and the charge by this Act created in favour of the Conservancy Board and so that nothing contained in this section shall affect any mortgage or mortgages granted by the Dee Company under the said Acts on the security of such lands and estates and existing at the passing of this Act.

Lands by  
consent may  
be released  
from charge.

**111.** The Conservancy Board may from time to time if they think fit on the application of the Dee Company join or concur in any sale made by the Dee Company of any of their lands and for effectuating any such sale may release such lands or any part or parts thereof as the case may be or require from the charge hereinbefore created to secure payment of the said sum of thirty thousand pounds and the interest thereon and may release or waive any other rights or claims of the Conservancy Board over or affecting such lands or any of them.

Saving for  
Dee Com-  
pany.

**112.** Except as is by this Act otherwise expressly provided all the powers rights and authorities in the Dee Acts relating to the undertaking of the Dee Company and the reclamation embankments roads sluices watercourses and other works by the Dee Acts authorised or directed to be made and maintained by them and by this Act continued and which are not by this Act repealed varied or transferred or which are not inconsistent with this Act shall be and the same are hereby ratified and confirmed and the same shall (subject to the provisions of this Act) continue in full force anything in this Act to the contrary notwithstanding.

Dee Com-  
pany may

**113.** The Dee Company and the Hawarden embankment trustees may by agreement at any time after the passing of this Act agree

for the redemption of the two several annuities of two hundred pounds and fifty pounds now payable to the Hawarden embankment trustees or either of them or any part thereof respectively upon such terms and conditions and for such considerations pecuniary or otherwise as may be agreed upon and until such redemption the said annuities shall continue to be discharged by the Dee Company as heretofore.

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redeem  
Hawarden  
annuities.

When any such redemption is completed the Dee Company and all lands charged with or in anywise subject to the payment of the said annuities shall partially or totally (as the case may be) be absolutely released and discharged from all liability to the payment of the annuities redeemed or otherwise in respect of the same under the provisions of the Dee Acts or otherwise.

#### PART VI.—MISCELLANEOUS.

114. The following provisions shall have effect for the settlement of boundaries between manors and lands adjoining to the property of the Dee Company hereby transferred to the Conservancy Board on the south or Flintshire side of the river above Greenfield Gate in the county of Flint and not provided for by the Act of 1790 and the award thereby confirmed:—

Provisions  
for settle-  
ment of  
boundaries  
&c.

- (1.) All parties seised or possessed of or entitled to any such manors or lands and whether tenants in tail or for life corporations married women seised in their own right guardians committees of lunatics and idiots trustees or feoffees in trust for charitable or other purposes executors administrators or other persons being entitled to the receipt of the rents and profits of any such manors or lands in possession may by writing under their respective hands and seals agree with the Conservancy Board as to the boundaries and limits of such portions of the said manors and lands of such persons respectively and of such portions of the said property of the Dee Company hereby transferred to the Conservancy Board as may adjoin or lie contiguous to each other and also as to the setting out of all roads from the last-mentioned property over and through the lands of the parties to the agreement as may be necessary for the proper enjoyment of such property by the Conservancy Board and any such agreement so entered into shall be binding not only upon the said parties thereto respectively and their respective heirs executors administrators and successors but also upon every person entitled in reversion remainder or expectancy after them or in defeazance of the estates of such parties respectively and as to such married

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—

women whether they be of full age or not as if they were sole and of full age and as to such guardians on behalf of their wards and as to such committees on behalf of the lunatics and idiots of whom they are the committees respectively and that to the same extent as such wives wards lunatics and idiots respectively could have exercised the same power under the authority of this Act if they had respectively been under no disability and as to such trustees executors and administrators on behalf of their cestuis que trust whether infants issue unborn lunatics femmes covert or other persons and that to the same extent as such cestuis que trust respectively could have exercised the same powers under the authority of this Act if they had respectively been under no disability.

- (2) In the event of the Conservancy Board and any such parties as aforesaid failing to agree as to the situation of the said boundaries and limits or as to the said roads it shall be lawful for any such parties and the Conservancy Board by writing under their respective hands and seals to submit the matters so in difference between them to arbitration and in such case the provisions of the Companies Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration shall be applicable to such submission to arbitration and section one hundred and thirty-one of that Act shall also be applicable to any such arbitration in the same manner as if one of the parties to any such arbitration were a railway company.
- (3) If the arbitrators or umpire order or direct any roads to be set out over the lands of any of the parties to the reference other than the Conservancy Board for the enjoyment by the Conservancy Board of any property belonging to them the said arbitrators or umpire shall if they or he think fit award compensation to be paid by the Conservancy Board to such other parties respectively in respect of the value of the land used for the said roads and in case of any of such parties having limited interests in the said lands such compensation shall be paid and applied in manner provided in like cases by the Lands Clauses Acts with respect to the purchase money or compensation coming to parties having limited interests.
- (4) The arbitrators or umpire (as the case may be) may on the request of either of the parties to the reference and at any stage of the inquiry state a case for the opinion of the Queen's Bench Division of the High Court of Justice in England upon any point of law that may be raised.
- (5) The award of the arbitrators or umpire shall be binding not only upon the parties but also upon all such other persons as



are in the case of an agreement under the provisions of this section bound thereby and every such award when made and published shall be deposited with the clerk of the peace of the county of Flint and kept by him with the public records of the county.

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**115.** The county council for the county of Flint or any highway authority of any district including adjoining or near to the ferries may from time to time or at any time by agreement with the Conservancy Board assume all or any of the powers or duties of the Conservancy Board with respect to the said ferries or the management working and maintenance thereof for such consideration and upon such terms and conditions as may be agreed upon or contribute from their funds to the maintenance thereof or to the improvement or more efficient working thereof or to such other object with regard thereto as may be agreed on. And the county council for the county of Flint may from time to time or at any time and in such manner as they think fit release any security given by the Conservancy Board for the maintenance of the said ferries for such consideration or upon such terms and conditions as may be agreed on.

Power to county council and highway authorities to agree as to ferries.

**116.** The county council for the county of Flint the county council for the county of Chester and the council of the city of Chester or any highway authority of any district including or adjoining or near to any roads maintainable and repairable by the Dee Company may from time to time or at any time by agreement with the Dee Company assume the liability of the Dee Company with respect to such roads or any of them for such consideration and upon such terms and conditions as may be agreed upon or contribute from their funds to the maintenance and repair thereof or to the improvement thereof or to such other object with regard thereto as may be agreed on. And the said councils and highway authority respectively may from time to time or at any time and in such manner as they think fit release the charge hereby created for securing the maintenance and repair of such roads for such consideration or upon such terms and conditions as may be agreed upon.

Power to county councils and highway authorities to agree as to roads.

**117.** The repeal of the enactments described in the Second Schedule shall not affect the past operation of nor anything duly done or suffered under any enactment hereby repealed nor revive any enactment right office privilege matter or thing not in force or existing at the commencement of this Act.

Saving for repeals.

**118.** Except so far as may be necessary for the conservancy maintenance or improvement by the Board of the navigation of the

For protection of

A.D. 1889.  
trustees of  
John Baron  
Hanmer and  
Sir Pyers  
William  
Mostyn.

river nothing in this Act contained shall in any way prejudice or affect the present trustees or any future trustees of the will of the late John Baron Hanmer or Sir Pyers William Mostyn baronet or his trustees or any persons claiming title under the said Baron Hanmer or the said Sir Pyers William Mostyn or their trustees respectively (including lessees and tenants) in this section respectively referred to as "the landowners and mine-owners" in the exercise by them respectively of any of their mining or mineral rights liberties rights privileges or easements in respect of the property late of the said Baron Hanmer in the lordship of Englefield in the county of Flint or in respect of the property of the said Sir Pyers William Mostyn in the manor of Picton and Axton in the county of Flint or in any way prejudice or affect their respective titles to and the use and enjoyment of any lands now vested in them respectively or in or over which they have any easements and without prejudice to the saving of rights in this section contained the landowners and mine-owners may subject to the provisions of this Act alter enlarge improve and use all walls embankments stages and landing-places and any like or auxiliary works and enlarge improve and use (but without being under any obligation imposed by this Act so to do) all gutters and creeks communicating with the river which were in use by them or any of them at the time of the passing of this Act or at any time previously thereto and discharge water and deposit spoil or waste arising from the working of their mines or the exercise of any such mining or mineral rights liberties rights privileges or easements upon lands belonging to them or any of them or upon which they or any of them are or for the time being may be entitled to sink pits for working mines or discharge water and deposit spoil or waste whether or not such lands may abut upon or be in the vicinity of the river but so nevertheless that the navigation of the river or the maintenance or improvement thereof by the Conservancy Board be not thereby impeded or prejudicially affected Provided always that if any difference shall arise as to what under this section may be necessary for the conservancy maintenance or improvement by the Board of the navigation of the river or as to whether the navigation of the river or the maintenance or improvement thereof will or may be impeded or prejudicially affected by anything proposed to be done or being done by the landowners and mine-owners such difference shall be settled by an engineer to be agreed on or failing agreement to be appointed by the Board of Trade on the application of the Conservancy Board or any person interested and such decision shall be final and binding on all parties and such engineer shall have power to direct by and to whom the costs or all or any of the

costs of or attending the reference to him or any sum he may prescribe therefor shall be paid. A.D. 1889.

**119.** Except as is by this Act otherwise expressly provided nothing in this Act contained shall be construed to affect the rights of the Chester Corporation of in and to all or any of their land soil and ground not vested by the Dee Acts or any of them or otherwise in the Dee Company or to obstruct the Chester Corporation from making or erecting any warehouses weigh-beams cranes quays landing-places or wharves upon the river in and upon their own lands wastes or grounds so that the navigation of the river or any of the powers of the Conservancy Board are not thereby obstructed or prejudiced. Reservation of rights of corporation of Chester.

**120.** Except as is by this Act otherwise expressly provided nothing in this Act contained shall be construed to affect the rights of the Flint Corporation of in and to all or any of their land soil and ground not vested by the Dee Acts or any of them or otherwise in the Dee Company or to obstruct the Flint Corporation in the use of any existing dock quays wharves and landing-places belonging to them or from making or erecting any warehouses weigh-beams cranes quays landing-places or wharves upon the river in and upon their own lands wastes or grounds so that the navigation of the river or any of the powers of the Conservancy Board are not thereby obstructed or prejudiced. Reservation of rights of corporation of Flint.

**121.** Except as is by this Act otherwise expressly provided nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights powers privileges or authorities of the lords of the manors of Hawarden Mostyn and Picton and Axton respectively for the time being. Saving rights of the lords of certain manors.

**122.** Except as is by this Act otherwise expressly provided nothing in this Act contained shall take away lessen prejudice or alter any of the estates rights interests powers privileges or authorities of the Great Western Railway Company the London and North-western Railway Company the Manchester Sheffield and Lincolnshire Railway Company or the Shropshire Union Railways and Canal Company or any of them. Saving for railway companies.

**123.** Except as is by this Act otherwise expressly provided nothing in this Act contained shall extend to prejudice diminish alter or take away any of the rights powers privileges or authorities vested in the Hawarden embankment trustees under any Act of Parliament or otherwise howsoever. Saving rights of the Hawarden embankment trustees.

**124.** The Conservancy Board shall not in the exercise of the powers hereby conferred upon them do any act matter or thing For protection of works of

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Hawarden  
embankment  
trustees.

whereby any embankment wall sluice drain fence or other like work constructed or maintained by the Hawarden embankment trustees shall be damaged injured or prejudicially affected and in case of any such work being damaged injured or prejudicially affected by the Conservancy Board they shall execute the works necessary to make good the same to the reasonable satisfaction of the engineer of the Hawarden embankment trustees And in case of any difference as to the necessity for or execution of any such works such difference shall be settled by arbitration by an engineer to be appointed by the President for the time being of the Institution of Civil Engineers whose decision as to the same and as to the cost of such arbitration and the parties by whom the same shall be paid shall be final.

Gutters  
leading to  
wharves  
may be kept  
open.

**125.** Nothing in this Act contained shall be deemed to prevent any owner or occupier of any existing wharf on the river from scouring cleansing or otherwise keeping open any gutter or water-course leading up to such wharf.

Saving  
clause of  
Llanerch-y-  
mor Lead  
Works  
Limited.

**126.** Nothing in this Act shall take away lessen or prejudicially affect any estate right or privilege of the Llanerch-y-mor Lead Works Limited.

Saving for  
Lord Mostyn.

**127.** Notwithstanding anything in this Act contained it shall be lawful for but not obligatory on Lord Mostyn and those deriving title through under or in trust for him to maintain and keep in repair and open for traffic the quay or pier and dock at Mostyn or so much thereof as shall for the time being belong to or be vested in him or them and for such purpose to rebuild repair dredge scour cleanse or otherwise keep open and fit for traffic the said quay or pier and dock and the gutter leading thereto and to do and execute all such works as may be proper or convenient for the above purposes or any of them but nothing in this section contained shall derogate from the right of the Conservancy Board to cleanse scour or otherwise deal with the said gutter for any purpose of the navigation provided the use thereof as an approach to the said quay pier or dock be not thereby prejudiced.

Confirming  
agreement  
in Sixth  
Schedule.

**128.** The agreement made between the Right Honourable Elizabeth Dowager Baroness Wenlock and the Honourable Caryl Craven Molyneux of the first part the Credit Company Limited and Horatio Nelson Williams and Hubert Barrow Doo of the second part and the Dee Company of the third part dated the ninth day of February 1889 a copy of which is set forth in the Sixth Schedule to this Act is hereby confirmed and made binding upon the respective parties thereto as from the passing of this Act and upon the

Dee Land Company as from the commencement of this Act but subject to the charges specified in the section of this Act the marginal note whereof is "Power of sale &c. of Dee Company's lands."

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**129.** The Conservancy Board in the construction of any works which they may execute to maintain and improve the navigation of the river shall not divert the channel of the river from the Flintshire or south side thereof so as in any way to impede or prevent the free access for vessels to and from the said channel and the various piers works shipping-places or landing-places now or hereafter to be constructed on the banks or shore of the river on the Flintshire side.

Channel not to be diverted from the Flintshire side.

**130.** Nothing in this Act contained shall abridge alter diminish or take away any of the jurisdictions powers rights or privileges of the Corporation of Trinity House of Deptford Strond.

Saving the rights of the Trinity House.

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

Saving rights of the Crown in the fore-shore.

**132.** Nothing contained in this Act shall authorise the Conservancy Board to take use or in any manner interfere with any land or hereditaments or any right of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty Her heirs or successors.

Saving rights of the Crown.

**133.** Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any mines or minerals belonging to the Queen's most Excellent Majesty in

Saving mineral rights of Crown.

A.D. 1889.

right of Her Crown and under the management of the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exercisable on behalf of Her Majesty Her heirs or successors.

Expenses of  
Act:

**134.** The costs charges and expenses of and incident to the preparing obtaining and passing this Act or otherwise in relation thereto (including the costs charges and expenses (one set only) incurred by the promoters of the Bill promoted in the session of 1889 under the name of *Dee Conservancy (No. 1) Bill* up to the date of the withdrawal thereof and the costs charges and expenses (one set only) of the said promoters of incident to or in connexion with the Bill for this Act) shall be paid by the *Dee Company*.

The SCHEDULES referred to in the foregoing Act.

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THE FIRST SCHEDULE.

ACTS RELATING TO THE NAVIGATION OF THE RIVER DEE.

11 and 12 Will. III. cap. 24.—Act of 1700 :

“An Act to enable the mayor and citizens of the city of Chester to recover and preserve the navigation upon the River Dee.”

6 Geo. II. cap. 30.—Act of 1732 :

“An Act to recover and preserve the navigation of the River Dee in the county palatine of Chester.”

14 Geo. II. cap. 8.—Act of 1740 :

“An Act for incorporating the undertakers of the navigation of the River Dee.”

17 Geo. II. cap. 28.—Act of 1743 :

“An Act for explaining and amending an Act passed in the sixth year of His present Majesty’s reign intituled ‘An Act to recover and preserve the navigation of the River Dee in the county palatine of Chester’ and another Act passed in the fourteenth year of His present Majesty’s reign intituled ‘An Act for incorporating the undertakers of the navigation of the River Dee’ and for repealing the tonnage rates payable to the said undertakers and for granting to them other tonnage or keelage rates in lieu thereof and for other purposes therein mentioned.”

26 Geo. II. cap. 35.—Act of 1753 :

“An Act for confirming an agreement entered into between the company of proprietors of the undertaking for recovering and preserving the navigation of the River Dee and Sir John Glyne baronet lord of the manor of Hawarden and several freeholders and occupiers of land within the said manor and for explaining and amending three several Acts of Parliament of the sixth fourteenth and seventeenth years of His present Majesty’s reign for recovering and preserving the navigation of the said River Dee.”

31 Geo. III. cap. 88.—Act of 1790 :

“An Act for confirming an agreement entered into between the company of proprietors of the undertaking for recovering and preserving the navigation of the River Dee and certain lords of manors and other persons entitled to right of common upon the wastes and commons and the Old Common Salt Marshes lying on the south side of the said river below or to the north-east of Greenfield Gate in the county of Flint and an award made in consequence thereof.”

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14 and 15 Vict. cap. LXXXVII.—Act of 1851 :

“An Act for the restoration of the standard in the River Dee and for granting further powers to the River Dee Company.”

31 Vict. cap. XXV.—Act of 1868 :

“An Act for enabling the company of proprietors of the undertaking for recovering and preserving the navigation of the River Dee to raise further moneys and for other purposes.”

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## THE SECOND SCHEDULE.

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### ENACTMENTS REPEALED.

Session Year and Chapter.	Title.	Extent of Repeal.
6 Geo. II. cap. 30 (1732).	An Act to recover and preserve the navigation of the River Dee in the county palatine of Chester.	Sections XI. to XXIII. both inclusive. Section XXVIII. Section XXXVI. Section XXXVII. so far as it relates to setting up mere stones or marks.
14 Geo. II. cap. 8 (1740).	An Act for incorporating the undertakers of the navigation of the River Dee.	Section XVII.
17 Geo. II. cap. 28 (1743).	An Act for explaining and amending an Act passed in the sixth year of His present Majesty's reign intituled “An Act to recover and preserve the navigation of the River Dee in the county palatine of Chester” and another Act passed in the fourteenth year of His present Majesty's reign intituled “An Act for incorporating the undertakers of the navigation of the River Dee” and for repealing the tonnage rates payable to the said undertakers and for granting to them other tonnage or keelage rates in lieu thereof and for other purposes therein mentioned.	Sections XIII. to XXII. both inclusive. Sections XXXIX. and XL.



Session Year and Chapter.	Title.	Extent of Repeal.
31 Geo. III. cap. 88 (1790).	An Act for confirming an agreement entered into between the company of proprietors of the undertaking for recovering and preserving the navigation of the River Dee and certain lords of manors and other persons entitled to right of common upon the wastes and commons and the old common salt marshes lying on the south side of the said river below or to the north-east of Greenfield Gate in the county of Flint and an award made in consequence thereof.	Section III.
14 & 15 Vict. cap. LXXXVII. (1851).	An Act for the restoration of the standard in the River Dee and for granting further powers to the River Dee Company.	Sections IV. to XI. both inclusive. So much of sections XII. XIII. and XIV. as impose any obligations upon the Dee Company or confer any powers upon the River Dee Commissioners or the supervisors of the River Dee. Sections XV. to XXIX. both inclusive. Sections XXXI. to XLIII. both inclusive; and Section XLVI.
31 Vict. cap. XXV. (1868).	An Act for enabling the company of proprietors of the undertaking for recovering and preserving the navigation of the River Dee to raise further moneys and for other purposes.	Sections 7 to 13 both inclusive and section 34.

## THE THIRD SCHEDULE.

### PART I.

#### DEFINITIONS RULES AND REGULATIONS FOR THE ELECTION OF TRADERS CONSERVATORS.

1. A trader shall mean an importer or exporter of goods (being the actual consignee or consignor as the case may be) within any year of the weight of not less than five hundred tons carried or conveyed in vessels in respect of

Definition of  
trader.

A.D. 1889.

which ship dues shall have been payable into or out of the River Dee and who resides in or has an office or place of business in the city of Chester or counties of Chester Denbigh or Flint and is not a company or corporation by this Act authorised to appoint conservators or a conservator :

Provided that for the purposes of the first election and of all elections thereafter until the Board of Trade shall have given a certificate that the depth of the navigable channel prescribed by the Dee Acts has been obtained a trader shall mean an importer or exporter of goods (being the actual consignee or consignor as the case may be) within any year of the weight of not less than five hundred tons carried or conveyed in vessels which would have been subject to ship dues if such certificate had been given and who resides in or has an office or place of business in the city of Chester or counties of Chester Denbigh or Flint and is not a company or corporation by this Act authorised to appoint conservators or a conservator.

Claims to vote.

2. Every person partnership corporation or company (other than companies and corporations by this Act authorised to appoint conservators or a conservator) who shall send by post or deliver to the Conservancy Board at their office at the time and in manner herein-after provided a claim in writing in the following form or to the like effect namely :—

DEE CONSERVANCY ACT 1889.

To the Dee Conservancy Board.

I of hereby give you notice that I have been during the year ending on the last day of the month immediately preceding the date of this notice a trader within the meaning of the above-mentioned Act and I claim to be entered on the register of traders under the above-mentioned Act and the particulars of my claim are as hereunder described.

Dated this                      day of                      18 .

Signed  
Address  
Description

Name.	Residence Office or Place of Business in Chester Cheshire Denbighshire or Flintshire.	Description.	No. of Votes.	Weight in Tons of Goods.	Name of Vessel or Vessels in which Goods carried or conveyed.	Dock Wharf or Place at or from which Goods were landed or shipped.

And who has during the year ending on the last day of the month immediately preceding the date of such claim in fact been a trader within the meaning

aforesaid shall be entitled (subject to the provisions herein contained) to be placed on the register of traders.

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3. The following regulations shall be observed with respect to the register of traders (in this schedule called "the register" or "the register of traders") (that is to say):—

Regulation as to register of traders.

(i.) The Conservancy Board shall cause the register to be made up annually and the first register shall be made up in the year 1889;

(ii.) The Conservancy Board shall give notice of their intention to cause a register to be made up and kept by an advertisement inserted in each of two successive weeks in a newspaper published in the city of Chester or the counties of Denbigh or Flint and the last of such advertisements shall be published not less than seven days before the first day of October in the year one thousand eight hundred and eighty-nine and in each subsequent year. And such advertisements shall state in what manner claims to be entitled to vote at the election of traders conservators are to be made and within what time such claims are to be sent to or delivered at the office of the Conservancy Board;

(iii.) The Conservancy Board shall on or before the fifteenth day of October in the year one thousand eight hundred and eighty-nine and in each subsequent year cause a register to be made in which shall be entered the names addresses and qualifications of all persons corporations and companies who under the provisions herein-before contained shall have claimed to be entitled to vote in the election of traders conservators under this Act. Such register shall be in the form following or as near thereto as circumstances will admit:—

DEE CONSERVANCY ACT 1889.

Register of Electors of the Traders Conservators.

No.	Name of Elector.	Address.	No. of Votes.	Weight in Tons of Goods landed or shipped.

(iv.) And such register shall be in alphabetical order and shall be kept at the office of the Conservancy Board and be open to public inspection at all times between the hours of twelve noon and two p.m. of every working day;

(v.) All claims to be entered on the register shall be made in writing and be signed by the party making the same and in case of the claim of a corporate body or company under their common seal or under the hand of their clerk or secretary or the hands of any of their directors or trustees and in the case of any partnership the claim shall be made in the name of such partnership and such claims shall on or before the first day of October in the year in which the claim is made be sent by post addressed to the office

A.D. 1889.

of the Conservancy Board or be delivered between the hours of ten a.m. and four p.m. at the office of the Conservancy Board ;

(vi.) Every trader duly qualified shall be placed upon the register and shall be entitled to the number of votes following :—

For five hundred tons and under one thousand tons one vote ;

For one thousand tons and under five thousand tons two votes ;

For five thousand tons and upwards three votes for the first five thousand tons and one additional vote for every complete five thousand tons beyond such first five thousand tons ;

But no trader shall be entitled to be placed on the register for more than ten votes ;

(vii.) Any partnership or corporation or company (duly qualified as aforesaid) shall be entitled to have its name placed on the register and shall appoint some member or officer of the partnership corporation or company to vote for it.

Revision of  
traders re-  
gister.

4. The following regulations shall be observed with reference to the revision of the register of traders :—

(i.) The county court judge for the time being of the district in which the city of Chester is comprised or some person appointed by him for the purpose shall be the revisor of the register of traders.

Revision of  
register.

(ii.) The revisor shall on or before the fifteenth day of November one thousand eight hundred and eighty-nine and on such convenient day in every subsequent third year at such convenient place as he may appoint revise the register giving not less than three days notice of his intention so to do by advertisement in a newspaper published in the city of Chester or in the counties of Denbigh or Flint.

Claims before  
revisor.

(iii.) At any such revision any trader whose name is not inserted in the register or who shall claim to be entitled to a larger number of votes than is stated in the register may in person or by his agent claim to have his name inserted therein or the number of votes he is entitled to increased.

Occasional  
revision of  
register.

(iv.) The revisor shall from time to time whenever by reason of claims or objections to the register or for any other cause he deems it necessary or expedient revise the register giving not less than three days notice of his intention to do so by advertisement in a newspaper published in the city of Chester or the counties of Denbigh or Flint.

Objections to  
persons named  
as traders.

(v.) The revisor shall hear all objections to the name or names of any person or persons or the number of any votes inserted in the register. Provided nevertheless that no person shall be entitled to object to the name of any person or the number of his votes unless the objector shall himself be on the register and no objection shall be heard except upon the appearance of the person whose name shall be objected to or if he shall not appear on due proof of the notice of objection having been served upon him. Such notice may be served personally or by leaving the same or by sending it through the post in a registered letter addressed to the person whose name shall be objected to at the place appearing on the register as his address five days before the thirty-first day of October or in the case of an occasional revision ten days before the day appointed for hearing the objection.

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Revisor may  
summon wit-  
nesses.

(vi.) The revisor for the purpose of investigating the right of any person to vote may summon before him any witness or witnesses other than officers of Her Majesty's Customs or other persons in the employ of the Government and examine him or them on oath but no person shall be compelled to attend unless the reasonable charges for his attendance shall have been paid or tendered to him and no person shall be compelled in obedience to such summons to travel more than ten miles from his place of abode And any person who shall wilfully destroy any such summons or shall refuse to appear or answer any question put to him by the revisor for the purpose of the investigation of such right as aforesaid shall for such offence incur a penalty not exceeding five pounds.

(vii.) The revisor shall retain in the register any name or number of votes objected to if the objection is not established to his satisfaction and shall insert therein the name of any trader shown to his satisfaction to be entitled to have his name inserted therein and shall strike out therefrom the name of every person firm or body corporate shown to his satisfaction to be no longer living or in existence or not to be entitled to have his or their name inserted therein and shall reduce or increase the number of votes of any person to such a number as he may be satisfied he is entitled to.

Revisor to  
correct the  
register.

It shall be lawful for the revisor to adjourn any revision to any time or place and from time to time and to amend the register or any claim or notice of objection or to dispense with compliance with any requirement if it shall in his judgment be right and expedient to do so and to proceed with any revision or allow or disallow any claim to any vote or votes notwithstanding any such non-compliance.

(viii.) And the decision of the revisor with respect to the register or any of the matters aforesaid shall be final and conclusive and the revisor shall forthwith after every revision sign his name at the foot of each register revised and deliver or forward the same to the clerk to the Conservancy Board.

Revisor to sign  
register.

(ix.) For the revision of the register the Conservancy Board shall produce to the revisor such of the books and accounts of the Conservancy Board and the written claims of traders as may be requisite to enable the revisor to revise the register and shall afford to him all reasonable and proper facilities for so doing.

Production to  
revisor of  
books &c.

5. No person shall be entitled to vote at any election of conservators unless his name shall appear on the register then in force applicable to the particular election.

No person  
entitled to vote  
unless his  
name appears  
on register.

6. Every register purporting to be a register revised and signed as by this Act provided shall be evidence of the same being a register duly made revised and signed until the contrary is shown.

Evidence of  
revised  
register.

7. Every revised register shall come into force three days after the date of the revision thereof and shall be in force until the next revision and the persons firms and bodies corporate whose names appear in the revised register from time to time in force shall be the electors entitled to vote at elections of conservators under this Act.

Continuance  
of revised  
register.

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Revised  
register to be  
printed.

8. Every revised register shall forthwith after the revision be printed by the Conservancy Board and a copy thereof shall be delivered to any person requiring it on payment of such sum as the Conservancy Board shall think reasonable not exceeding sixpence for each copy.

Meetings for  
election of  
conservators.

9. In the month of December in the year one thousand eight hundred and eighty-nine and on such day in the month of November or December in the year one thousand eight hundred and ninety-two and in one of the same months of every subsequent third year as the Conservancy Board may from time to time appoint and as soon as may be after any vacancy occurs in the office of traders conservator the traders shall meet for the election of conservators.

Triennial  
retirement of  
conservators.

10. On the thirty-first of December in the year one thousand eight hundred and ninety-two and on the same day in every subsequent third year the conservators elected by the traders shall retire from office and the vacancies occasioned by every such retirement shall be supplied by the conservators who shall have been or shall be elected in their stead as hereby provided but every conservator about to retire as aforesaid shall if otherwise duly qualified be eligible for re-election.

Time of meet-  
ing for election.

11. Every such meeting shall be held at such time between the hours of ten a.m. and four p.m. and at such convenient place as the Conservancy Board may from time to time appoint and the clerk to the Conservancy Board shall give notice in two consecutive weeks in a newspaper published in the city of Chester or in the counties of Denbigh or Flint of the time place and object of such meeting.

Procedure at  
the meetings.

12. At every such meeting the traders present at the commencement of the meeting personally or by proxy shall forthwith appoint a chairman and the person so appointed shall receive the votes and shall act in all other respects as chairman of the meeting and the only business to be transacted at any such meeting shall be the election by the meeting of conservators under this Act.

Printed copies  
of register to  
be conclusive.

13. The clerk to the Conservancy Board shall cause to be supplied to each such meeting printed copies of the register with his signature appended thereto in writing or in print and such copies shall for all purposes of the meeting be conclusive evidence of the matters therein appearing.

Nomination of  
candidates.

14. No person shall be eligible as a conservator unless seven clear days at least before the day of election he has been nominated by being proposed by a trader and seconded by another trader and has intimated his willingness to be elected in writing signed by his proposer seconder and himself and delivered at or sent by registered letter to the office of the Conservancy Board.

Failure to  
nominate a  
sufficient  
number.

15. In the event of a sufficient number of persons to supply the vacancies not being nominated for election the vacancies so left unfilled shall be filled up as occasional vacancies are filled up.

Election with-  
out votes where  
number of  
persons nomi-  
nated does not  
exceed vacan-  
cies.

16. Where at any election of conservators the number of persons nominated does not exceed the number of vacancies to be supplied at that election the clerk to the Conservancy Board shall declare that the persons so nominated are and they shall thereupon be and become conservators and he shall also give

notice thereof by advertisement in a newspaper published in the city of Chester or the counties of Denbigh or Flint. A.D. 1889.

17. At every election every trader present in person or by proxy shall be entitled to give his vote or full number of votes as the case may be for as many candidates as there are vacancies to be filled. How votes may be given.

18. If at any election the number of persons nominated exceed the number of vacancies the persons to be from time to time elected as conservators shall be the persons receiving the greatest number of votes of the traders present personally or by proxy at the meeting held for that purpose and such votes shall be given in writing under the hands of the respective traders or their proxies in such manner as the chairman may prescribe and in every case of an equality of votes the chairman of the meeting shall have an additional or casting vote. Election to be by majority of votes.

19. The appointment of a proxy shall be made by an instrument in writing duly stamped in the form following:— Regulations respecting proxies.

FORM OF PROXY.

DEE CONSERVANCY ACT 1889

I [A. B.] of [ ]  
 being entitled to vote at the election of traders conservators at the election to be held on the            day of            18  
 hereby appoint [C. D.] of [ ] to be my proxy to vote on my behalf at that election  
 Dated this            day of            18  
Signed [A. B.]

Witness  
 [X. Y.]

with such variations as circumstances require The proxy shall be signed by the appointor or if the appointor is a body corporate sealed with the common seal of the body corporate and in all cases attested by one witness at least An instrument appointing a proxy shall not be used at any election unless it has been delivered at or sent by post to the office of the Conservancy Board not less than forty-eight hours before the time appointed for the election An instrument appointing a proxy shall not be valid except for the election next after the date of its execution No person shall be capable of acting as a proxy except a trader whose name is on the register or in case of a firm or body corporate a member of such firm or a member or officer of such body corporate.

20. If any person shall personate any person entitled to vote or falsely assume to act in the name or on behalf of any person so entitled to vote he shall for every such offence incur a penalty not exceeding twenty pounds. Penalty for personating voter.

21 The result of every election shall immediately after the conclusion of the meeting at which it takes place be communicated in writing by the chairman of the meeting to the clerk to the Conservancy Board. Result of election to be communicated to clerk.

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Provisions as  
to first election  
&c.

22. With respect to the first register and its revision the first election of conservators and other like matters the following temporary provisions shall apply (videlicet):—

- (1) On or before the first day of September one thousand eight hundred and eighty-nine or as soon thereafter as conveniently may be the lord-lieutenant of the county of Flint shall appoint a person to perform the powers and duties of the Conservancy Board and of the clerk to the Conservancy Board with respect to the register of traders and the election;
- (2) The office of the Conservancy Board shall mean such place as shall be fixed by any advertisement or notice or otherwise by the person so appointed;
- (3) The meeting for the first election of conservators shall be held at such place and time as the said lord lieutenant shall appoint;
- (4) All persons shall be entitled to do all such acts and things authorised by this schedule as if any person appointed as aforesaid were the person or body by whom the respective powers and duties would be performed after these temporary provisions cease;
- (5) All the reasonable expenses incurred by the said lord lieutenant and any person appointed as aforesaid (including such remuneration for services as the said lord lieutenant may prescribe) in the execution of these temporary provisions shall be paid by the Conservancy Board.

## PART II.

DEFINITIONS RULES AND REGULATIONS FOR THE ELECTION OF  
SHIPOWNERS CONSERVATORS.Definition of  
shipowner.

1. For the purposes of electing shipowners conservators the owner of a vessel shall be the person named in the register thereof as the owner or managing owner (other than in respect of any vessel belonging to any company or corporation by this Act authorised to appoint conservators or a conservator) and the Conservancy Board may from time to time prescribe what evidence other than the register book itself shall be produced to and accepted by the clerk to the Conservancy Board in proof of ownership and of the identity of the person and the registered tonnage. In all cases in which several persons in partnership or any body corporate are registered as owners whether as part owners or as sole owners or as both they shall with respect to the scale of votes be deemed one person and in case of any such partnership or body corporate shipowners shall mean the registered managing owner who shall alone be entitled to exercise on behalf of such partnership or body corporate the right of voting in the election of conservators.

Voting.

2. Every owner present at an election in person or by proxy shall be entitled to vote at such election if he shall not less than three days before the day of election have produced or sent to the clerk of the Conservancy Board the prescribed evidence of ownership and shall declare in such form as may from time to time be prescribed by the Conservancy Board that he is the owner of a vessel therein named and that within one year before the first day of the month in which such election shall take place ship dues have been paid in respect of such vessel [or as the case may be would have been payable in respect of such



vessel if the Board of Trade had given a certificate that the depth of the navigable channel prescribed by the Dee Acts had been obtained] and that he resides or has an office or place of business within the city of Chester the county of Chester the county of Flint or the county of Denbigh Any person making a false declaration shall be liable to a penalty not exceeding fifty pounds.

3. The Conservancy Board or the person for the time being nominated by them for the purpose shall determine all questions arising upon or out of these regulations and allow or disallow any vote or votes accordingly and may waive or dispense with compliance with any requirement if it shall in their or his judgment be right and expedient to do so.

Determining questions as to voting.

4. Every owner shall have one vote and in addition thereto one vote for every complete hundred tons register beyond the first hundred tons and an owner of more than one vessel may for the purposes of this clause add together the registered tonnage of all his vessels But no owner shall have more than ten votes.

Number of votes.

5. At every election every owner present in person or by proxy shall be entitled to give his vote or full number of votes as the case may be for as many candidates as there are vacancies to be filled.

How votes may be given.

6. The appointment of a proxy shall be made by an instrument in writing duly stamped in the form following :—

Proxies.

FORM OF PROXY.

DEE CONSERVANCY ACT 1889.

I [A. B.] of [ ]  
 being entitled to vote at the election of shipowners conservators at the election to be held on the \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_  
 hereby appoint [C. D.] of [ ] to be my proxy to vote on my behalf at that election.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_ 18\_\_\_\_.  
 Witness [X. Y.] Signed [A. B.]

with such variations as circumstances require The proxy shall be signed by the appointor and in all cases attested by one witness at least.

An instrument appointing a proxy shall not be used at any election unless it has been delivered at or sent by post to the office of the Conservancy Board not less than forty-eight hours before the time appointed for the election An instrument appointing a proxy shall not be valid except for the election next after the date of its execution No person shall be capable of acting as a proxy except an owner qualified to vote.

7. If any person shall personate any person entitled to vote or falsely assume to act in the name or on behalf of any person so entitled to vote he shall for every such offence incur a penalty not exceeding twenty pounds.

Penalty for personating voter.

8. The first election shall take place in the month of November or December one thousand eight hundred and eighty-nine.

Time of first election.

A.D. 1889.

Time of subsequent elections.

9. Subsequent elections shall take place in the month of November or December in the year one thousand eight hundred and ninety-two and in one of the same months in every subsequent third year. In cases of occasional vacancy elections shall be held as soon thereafter as conveniently may be.

Notice of election.

10. The clerk to the Conservancy Board shall give notice in two consecutive weeks in two newspapers published in the city of Chester or the counties of Denbigh or Flint of the day hour and place of election.

Nomination of candidates.

11. Candidates for election shall be nominated in writing signed by two owners entitled to vote and such nomination shall be left at the office of the Conservancy Board seven days before the election and every candidate shall in writing accept such nomination on or before the day of election.

Failure to nominate a sufficient number.

12. In the event of a sufficient number of persons to supply the vacancies not being nominated for election the vacancies so left unfilled shall be filled up as occasional vacancies are filled up.

Election without votes where number of persons nominated does not exceed vacancies.

13. Where at any election of conservators the number of persons nominated does not exceed the number of vacancies to be supplied at that election the clerk to the Conservancy Board shall declare that the persons so nominated are and they shall thereupon be and become conservators and he shall also give notice thereof by advertisement in a newspaper published in the city of Chester or the counties of Denbigh or Flint.

Mode of recording vote.

14. Where the number of persons nominated exceed the number of vacancies the shipowners conservators shall be elected by a majority of votes and such votes shall be given in writing in such form as the clerk to the Conservancy Board shall prescribe and in every case of equality of votes the said clerk shall have a casting vote.

Place and mode of election.

15. Every election shall be held at such day hour and place as shall from time to time be fixed by the Conservancy Board or the person for the time being nominated by them for the purpose and the poll (if any) shall remain open for three hours after the hour named for the holding thereof.

Conduct of election.

16. The clerk to the Conservancy Board shall preside at the election conduct the election and make a return to the Conservancy Board of the conservators elected.

Retirement of conservators.

17. Conservators so elected shall retire on the thirty-first day of December of the year one thousand eight hundred and ninety-two and on the thirty-first day of December of every subsequent third year but every conservator so about to retire shall be eligible for re-election.

Provisions as to first election, &amp;c.

18. With respect to the first election and matters appertaining thereto the following temporary provisions shall apply (viz.) :—

- (1) On or before the first day of September one thousand eight hundred and eighty-nine or as soon thereafter as conveniently may be the lord lieutenant of the county of Flint shall appoint a person to perform the powers and duties of the Conservancy Board and of the clerk to the Conservancy Board with regard to the first election of shipowners conservators and that person may accept such evidence of ownership registered tonnage and identity as he may think fit and do all such acts and things as if he were the person or body by whom the respective

powers and duties would be performed after these temporary provisions cease.

- (2) The office of the Conservancy Board shall mean such place as shall be fixed by any advertisement or notice or otherwise by the person so appointed.
- (3) All the reasonable expenses incurred by the said lord lieutenant and the person appointed by him (including such remuneration for services as the lord lieutenant may prescribe) in the execution of these temporary provisions shall be paid by the Conservancy Board.

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## THE FOURTH SCHEDULE.

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### DEFINITIONS RULES AND REGULATIONS FOR THE ELECTION OF RIPARIAN CONSERVATORS.

1. An owner of land adjoining the river shall mean the owner of any land whether corporation company or person having a frontage to the River Dee in the parishes of Chester Hawarden and Northop respectively of freehold copyhold or customary tenure or held on lease for a life or lives or for a term (at its creation) of not less than thirty years and a mortgagee or cestui que trust in possession or in receipt of the rents and profits shall for the purposes hereof be deemed the owner.

Definition of  
riparian  
owner.

No more than one person shall be entitled to vote at any such election in respect of the same land.

The intervention of any land or foreshore by this Act transferred to and vested in the Conservancy Board between any other land and the river shall not until sold or disposed of by that Board so as to qualify some other person to vote in respect thereof in the election of riparian conservators be deemed to deprive the owner of such other land of his right to vote.

If it shall at any time or from time to time be necessary to determine as to any land whether it is land having frontage to the river or not the question shall be determined by the revisor for the time being of the register of traders.

2. The Conservancy Board may from time to time prescribe what evidence shall be produced to and accepted by the clerk to the Conservancy Board in proof of claims to vote :

Evidence to be  
produced.

Provided that no person shall be entitled to vote as an owner whose name is not entered as owner or occupier in the valuation list in force on the day of election or if no valuation list shall then be in force in the last rate for the relief of the poor and every overseer or other person in whose possession such valuation list or poor rate may be shall attend the election therewith and produce the same to and permit copies thereof or extracts therefrom to be made by the clerk to the Conservancy Board.

A.D. 1889.

Voting.

3. Every owner present at an election in person or by proxy shall be entitled to vote at such election if he shall not less than seven days before the day of election have produced or sent to the clerk to the Conservancy Board the prescribed evidence together with a declaration (in such form as may from time to time be prescribed by the Conservancy Board) of ownership and specifying therein the land owned by him his estate or interest therein and the length in yards of its frontage to the river. Any person making a false declaration shall be liable to a penalty not exceeding fifty pounds.

Number of votes.

4. Every owner shall have one vote and in addition thereto one vote for every complete hundred yards of frontage beyond the first hundred yards of frontage in any parish. But no owner shall have more than five votes for any one parish.

How votes may be given.

5. At every election every owner present in person or by proxy shall be entitled to give his vote or full number of votes as the case may be for as many candidates as there are vacancies to be filled. Any partnership or corporation or company duly qualified as aforesaid shall be entitled to have its name placed on the register and shall appoint some member or officer of the firm partnership or company to vote for it.

Proxies.

6. The appointment of a proxy shall be made by an instrument in writing duly stamped in the form following:—

## FORM OF PROXY.

## DEE CONSERVANCY ACT 1889.

I [A. B.] of [ ] being entitled to vote at the election of riparian conservators for the parish of Chester [or as the case may be] at the election to be held on the            day of            18            hereby appoint [C. D.] of [ ] to be my proxy to vote on my behalf at that election.

Dated the            day of            18

Signed [A. B.]

Witness [X. Y.]

with such variations as circumstances require. The instrument appointing a proxy shall be signed by the appointor or in case of more than one owner by the owners or a majority of them or if the appointor is a corporation or company sealed with the common seal of such corporation or company and in all cases attested by one witness at least.

An instrument appointing a proxy shall not be used at any election unless it has been delivered at or sent by post to the office of the Conservancy Board not less than forty-eight hours before the time appointed for the election. An instrument appointing a proxy shall not be valid except for the election next after the date of its execution.

Penalty for personating voters.

7. If any person shall personate any person entitled to vote or falsely assume to act in the name or on behalf of any person so entitled to vote he shall for every such offence incur a penalty not exceeding twenty pounds.

8. The first election shall take place in the month of November or December one thousand eight hundred and eighty-nine and the town clerk of the city of Chester shall perform the powers and duties of the Conservancy Board and of the clerk to the Conservancy Board with respect thereto and for the purposes of such election the office of the Conservancy Board shall mean such place as shall be stated in any advertisement or notice by the town clerk as the place to which nominations of candidates are to be sent and the town clerk may do all such acts and things as if he were the person or body by whom the respective powers and duties would be performed after these temporary provisions cease.

A.D. 1889.

Time of first election.

9. Subsequent elections shall take place in the month of November or December in the year one thousand eight hundred and ninety-two and in one of the same months in every subsequent third year. In cases of occasional vacancy elections shall be held as soon thereafter as conveniently may be.

Time of subsequent elections.

10. The clerk to the Conservancy Board shall give notice in two consecutive weeks in a newspaper published in the city of Chester or in the counties of Denbigh or Flint of the day hour and place of election.

Notice of election.

11. Every election shall be held at such convenient place in each parish and on such day and at such hour as shall from time to time be fixed by the Conservancy Board or the person for the time being nominated by them for the purpose and the poll (if any held) shall remain open for two hours after the hour named for the holding thereof.

Place and mode of election.

12. The clerk to the Conservancy Board or a deputy to be appointed by him for the purpose shall preside at the election conduct the election and make a return to the Conservancy Board of the conservators elected.

Conduct of election.

13. Candidates for election shall be nominated in writing signed by two owners and such nomination shall be left at the office of the Conservancy Board seven days before the election and every candidate shall in writing accept such nomination on or before the day of election.

Nomination of candidates.

14. In the event of a sufficient number of persons to supply the vacancies not being nominated for election the vacancies so left unfilled shall be filled up as occasional vacancies are filled up.

Failure to nominate a sufficient number.

15. Where at any election of conservators the number of persons nominated does not exceed the vacancies to be supplied at that election the clerk to the Conservancy Board shall declare that the persons so nominated are and they shall thereupon be and become conservators and he shall also give notice thereof by advertisement in a newspaper published in the city of Chester or the counties of Denbigh or Flint.

Election without votes where number of persons nominated does not exceed vacancies.

16. If at any election the number of persons nominated exceeds the number of vacancies the riparian conservators shall be elected by a majority of votes and such votes shall be given in writing in such form as the clerk to the Conservancy Board or his deputy shall prescribe and in every case of equality of votes the said clerk or deputy shall have a casting vote.

Mode of recording votes.

17. Conservators so elected shall retire on the thirty-first day of December of the year one thousand eight hundred and ninety-two and on the thirty-first day of December of every subsequent third year but every conservator so about to retire shall be eligible for re-election.

Retirement of conservators.

A.D. 1889.

Application  
of schedule  
to other  
parishes.

18. The provisions of this schedule shall *mutatis mutandis* apply to the owners in any parish which may hereafter become entitled to elect a riparian conservator and the election shall take place at such convenient place within the parish as the Conservancy Board may from time to time appoint.

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## THE FIFTH SCHEDULE.

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### SHIP DUES.

#### CLASS I.—OUTWARD AND INWARD CHARGES ON COASTING VESSELS.

For every vessel clearing the river with cargo or passengers for any port in the United Kingdom or the Isle of Man or entering the river with cargo or passengers from any such port not exceeding twopence per ton.

#### CLASS 2.—OUTWARD AND INWARD CHARGES ON OVERSEA VESSELS.

For every vessel clearing the river with cargo or passengers for any port not being in the United Kingdom or the Isle of Man and for every vessel entering the river with cargo or passengers from any such port not exceeding fourpence per ton.

#### CLASS 3.—CHARGES ON VESSELS USING THE RIVER.

(1.) For every vessel clearing the river with cargo or passengers or entering the river with cargo or passengers and not chargeable under Class 1 or Class 2 not exceeding twopence per ton.

(2.) For every vessel discharging or loading goods or merchandise or embarking or disembarking passengers at any quay on the river and not otherwise chargeable under this schedule not exceeding twopence per ton :

Provided that one toll only shall be payable in respect of a vessel carrying passengers or cargo for any one voyage within the river although such vessel may call at more than one place in the river to load or discharge cargo or although the passengers may change at each place of calling and the toll shall be due and paid at the first place of shipping discharging or calling :

Provided also that no charge shall be made for pilot boats or for pleasure boats fishing boats or tug boats not carrying passengers or cargo.

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## THE SIXTH SCHEDULE.

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THIS AGREEMENT made the ninth day of February one thousand eight hundred and eighty-nine Between the Right Honourable Elizabeth Dowager Baroness Wenlock and the Honourable Caryl Craven Moynaux of the Red House Bodicote near Banbury in the county of Oxford of the first part the Credit Company Limited now in liquidation and Horatio

Nelson Williams of No. 27 Clement's Lane in the city of London and Hubert Barrow Doo of the same place the liquidators of such company of the second part and the Company of Proprietors of the Undertaking for recovering and preserving the navigation of the River Dee (known as the River Dee Company and herein-after referred to as "the River Dee Company") of the third part. A.D. 1889.

WHEREAS by an indenture of mortgage dated the twenty-second day of June one thousand eight hundred and seventy and made between the River Dee Company of the one part and Joseph Gurney Barclay Robert Hudson and John George Dodson the mortgage trustees of the Rock Life Assurance Company of the other part certain lands and hereditaments of the River Dee Company therein described containing two thousand eight hundred and forty-seven acres or thereabouts were conveyed to the three last-named persons by way of mortgage to secure sixty thousand pounds and interest as therein mentioned And whereas by an indenture of mortgage dated the twenty-sixth day of April one thousand eight hundred and seventy-three and made between the River Dee Company of the one part and the Right Honourable Beilby Richard Baron Wenlock (since deceased) of the other part the lands comprised in the last-recited indenture with certain other enclosed and unenclosed lands of the River Dee Company were expressed to be conveyed to the said Baron Wenlock by way of mortgage to secure eighty-five thousand pounds and interest as therein mentioned And whereas by an indenture dated the eleventh day of December one thousand eight hundred and seventy-three and made between the River Dee Company of the one part and the said Baron Wenlock of the other part the lands comprised in the last-recited indenture were further charged with the payment to the said Baron Wenlock of the sum of eight thousand pounds and interest as therein mentioned And whereas by an indenture of transfer of mortgage dated the twenty-eighth day of June one thousand eight hundred and seventy-eight and made between Henry Porter the actuary of the Rock Life Assurance Company acting for and on behalf of and in the place of the said Joseph Gurney Barclay Robert Hudson and John George Dodson of the first part Samuel Harvey Twining the said John George Dodson and Sir John Kelk baronet of the second part the River Dee Company of the third part and the said Baron Wenlock of the fourth part the principal money and interest secured by the said indenture of the twenty-second day of June one thousand eight hundred and seventy with the security for the same was transferred to the said Baron Wenlock And whereas by two indentures of release both dated the sixteenth day of April one thousand eight hundred and seventy-eight made between the said Baron Wenlock of the one part and the River Dee Company of the other part certain lands comprised in the said indenture of the twenty-sixth April and eleventh December one thousand eight hundred and seventy-three were released from the said mortgages and reconveyed to the River Dee Company And whereas by an indenture of mortgage dated the eighth day of June one thousand eight hundred and seventy-eight and made between the River Dee Company of the one part and the Credit Company Limited of the other part certain parts of the lands of the River Dee Company comprised in the two last-mentioned indentures were expressed to be conveyed to the said Credit Company to secure the repayment of thirty-four thousand and sixty-one pounds and fourpence and further

A.D. 1889. advances and interest as therein mentioned And whereas on or about the twenty-fourth day of November one thousand eight hundred and eighty-two the said Credit Company Limited entered into possession of the rents and profits of the lands comprised in the last-recited indenture and are now in receipt thereof And whereas on the twenty-third day of June one thousand eight hundred and eighty-two the said Elizabeth Dowager Baroness Wenlock Caryl Craven Molyneux and John Coleman (since deceased) as executors of the same Baron Wenlock (who was then deceased) commenced an action in the Queen's Bench Division of the High Court of Justice against the River Dee Company (1882 W. No. 2497) to recover the principal moneys and interest claimed to be due upon the herein-before recited indentures of mortgage and further charge of the twenty-second day of June one thousand eight hundred and seventy the twenty-sixth day of April eleventh day of December one thousand eight hundred and seventy-three and the twenty-eighth day of June one thousand eight hundred and seventy-eight and the said action was tried at Chester before Baron Huddleston who on the twenty-seventh day of July one thousand eight hundred and eighty-two gave judgment for the plaintiffs in the said action for one hundred and seventy-three thousand and sixty-two pounds eleven shillings and elevenpence for principal and interest with further interest to the date of judgment and costs And whereas by an order of the Court of Appeal dated the ninth day of May one thousand eight hundred and eighty-three made on the appeal of the River Dee Company from the said judgment in the said action It was ordered that the said judgment should be set aside and that instead thereof judgment should be entered for the plaintiffs for twenty-five thousand pounds for principal money on the covenant contained in the said mortgage of the twenty-second day of June one thousand eight hundred and seventy with interest thereon from the twenty-eighth day of June one thousand eight hundred and seventy-eight as mentioned in the said order the amount of such interest to be ascertained by the referee mentioned in the said order in manner therein mentioned And it was ordered that in addition to the said sum of twenty-five thousand pounds and interest the said plaintiffs in the said action should recover judgment for so much and so much only of the sums advanced to the River Dee Company by the said Rock Life Assurance Company and the said Baron Wenlock upon the security of the herein-before recited mortgages of the twenty-second day of June one thousand eight hundred and seventy the twenty-sixth day of April one thousand eight hundred and seventy-three and the eleventh day of December one thousand eight hundred and seventy-three as was employed in the payment of any debts or liabilities of the River Dee Company properly payable by them with interest from the respective dates of such employment in respect of the whole or any part of such sums as were so employed at the rate of five pounds per cent. per annum And it was referred to William Fothergill Robinson Esquire one of Her Majesty's counsel who was thereby appointed special referee to inquire as to and report the amount of the interest payable on the said sum of twenty-five thousand pounds as aforesaid and the amount of the parts of the sums so employed as aforesaid and the interest thereon and that any sum or sums found by the said report should be added to the said judgment And whereas the said special referee made his first report on the tenth day of August one thousand eight hundred and eighty-six And whereas by an order



of the Court of Appeal dated the twenty-seventh day of May one thousand eight hundred and eighty-seven the said report was referred back to the said special referee for his reconsideration and determination on certain declarations contained in the said order of the twenty-seventh day of May one thousand eight hundred and eighty-seven. And whereas the said special referee made his amended report dated the twenty-second day of March one thousand eight hundred and eighty-nine whereby he found that the amount of interest payable upon the principal sum of twenty-five thousand pounds mentioned in the said order of the ninth day of May one thousand eight hundred and eighty-three calculated to the ninth day of May one thousand eight hundred and eighty-three was four thousand seven hundred and eighty pounds seven shillings and eightpence and that the amounts of the parts of the sums advanced to the River Dee Company (the defendants in the said action) by the said Rock Life Assurance Company and Beilby Richard Baron Wenlock deceased and employed in payment of debts or liabilities of the River Dee Company properly payable by them as mentioned in the said order of the ninth day of May one thousand eight hundred and eighty-three with interest up to the said ninth day of May one thousand eight hundred and eighty-three was thirty-two thousand and eighty-two pounds two shillings and fourpence. And whereas by an order of the Court of Appeal dated the tenth day of April one thousand eight hundred and eighty-nine it was ordered that the said amended report be adopted and that judgment be entered as of the ninth day of May one thousand eight hundred and eighty-three for the plaintiffs in the said action for the sum of sixty-one thousand eight hundred and sixty-two pounds ten shillings and that such judgment bear interest at the rate of four pounds per cent. per annum from the ninth day of May one thousand eight hundred and eighty-three. And whereas by a final judgment dated the ninth day of May one thousand eight hundred and eighty-nine in the said action entered on the eleventh day of May one thousand eight hundred and eighty-nine in pursuance of the said order of the Court of Appeal it was adjudged that the plaintiffs in the said action recover from the defendants the River Dee Company the sum of sixty-one thousand eight hundred and sixty-two pounds and ten shillings and that such judgment should bear interest at the rate of four pounds per cent. per annum from the said ninth day of May one thousand eight hundred and eighty-three. And whereas in or about the month of August one thousand eight hundred and eighty-three the parties hereto of the first part entered into possession of certain parts of the lands of the River Dee Company or into receipt of the rents thereof and have from time to time received such rents. And whereas it has been agreed between the parties hereto that the sum of fifty-five thousand five hundred pounds is the net balance due to the parties hereto of the first part on the date hereof in respect of the said sum of sixty-one thousand eight hundred and sixty-two pounds ten shillings after giving credit for the rents so received by them and including all outlay costs charges and expenses paid or incurred by them up to the date of this agreement except the costs of the parties hereto of the first part incurred or to be incurred with respect to the Dee Conservancy Bills herein-after mentioned the Manchester Sheffield and Lincolnshire Railway Company (Confirmation of Agreements) Bill the pending agreements with the Manchester Sheffield and Lincolnshire Railway Company the Wrexham Mold and Connah's

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Quay Railway Company and the Manchester Sheffield and Lincolnshire and Wrexham Mold and Connah's Quay Railway Companies (Wirral) which costs are intended to be excluded from the operation of clause 5 hereof And whereas on the third day of March one thousand eight hundred and eighty-four the Credit Company recovered final judgment against the River Dee Company in an action in the Queen's Bench Division of the High Court of Justice (1882 C. No. 2684) for the sum of fifty-eight thousand one hundred and thirty-two pounds ten shillings and twopence And whereas on the thirteenth day of April one thousand eight hundred and eighty-six the Credit Company recovered final judgment against the River Dee Company in another action in the same division of the said court (1886 C. No. 1243) for the sum of thirty-six thousand six hundred and ninety-four pounds nine shillings and threepence and eight pounds eight shillings for costs And whereas under and by virtue of three writs of *Elegit* issued in respect of the said first-mentioned judgment in favour of the Credit Company certain lands of the River Dee Company situate in the counties of Flint and Chester respectively and in the city of Chester described in the returns of the sheriffs of the said counties and city were as to the said land in the county of Flint on the eighth day of June one thousand eight hundred and eighty-six and as to the said lands in the said county and city of Chester respectively on the eleventh day of June one thousand eight hundred and eighty-six delivered to the said Credit Company which last-mentioned company is in possession of the said lands under the said writs of *Elegit* respectively And whereas by two orders made on the seventh day of June one thousand eight hundred and eighty-six in the said actions by the Credit Company against the River Dee Company the said Horatio Nelson Williams was appointed by way of equitable execution receiver of the rents and profits of the hereditaments comprised in the said indentures of mortgage of the twenty-second day of June one thousand eight hundred and seventy and the eighth day of June one thousand eight hundred and seventy-eight respectively subject to the same indentures And whereas questions have arisen between the parties hereto of the first and second parts as to the priority inter se of the said sum of fifty-five thousand five hundred pounds the said balance of the said sum of sixty-one thousand eight hundred and sixty-two pounds and ten shillings and the said sum of fifty-eight thousand one hundred and thirty-two pounds ten shillings and twopence and the said sum of thirty-six thousand six hundred and ninety-four pounds nine shillings and threepence and eight pounds eight shillings respectively as charges upon the property of the River Dee Company And whereas under and by virtue of divers Acts of Parliament passed in the reigns of their Majesties Kings William the Third George the Second and George the Third and Her present Majesty in the years 1700 1732 1740 1743 1753 1791 1851 and 1868 relative to the navigation of the River Dee (herein-after collectively referred to as "the Dee Acts") the lands reclaimed and enclosed by the River Dee Company are subject inter alia to certain liabilities and charges with reference to the maintenance of the navigation of the River Dee And whereas two several Bills were introduced into Parliament in this present Session intitled respectively "A Bill for the Conservancy and Improvement of the River Dee (No. 1)" and "A Bill for the better Conservancy and Improvement of the River Dee (No. 2)" and promoted respectively by the Manchester

Sheffield and Lincolnshire and Wrexham Mold and Connah's Quay Railway Companies and by the River Dee Company both containing provisions for the transfer of the said liabilities of the River Dee Company with reference to the maintenance of the navigation of the River Dee and two ferries across the same imposed by the Dee Acts to a Board of Conservators to be called the River Dee Conservancy Board proposed to be constituted by the said Bills in consideration of the payment to such Conservancy Board of a lump sum by the River Dee Company or of an annual rentcharge issuing out of the lands of the River Dee Company And whereas as the result of negotiations entered into between the promoters of the said Bills with the object of avoiding opposition thereto and of arranging terms upon which the said Bill No. 1 might be withdrawn and the said Bill No. 2 might be proceeded with it has been agreed between them that the sum of thirty thousand pounds shall be paid by the River Dee Company to the River Dee Conservancy Board when constituted as the consideration for the transfer of the liabilities of the River Dee Company with reference to the maintenance of the navigation of the River Dee and the ferries across the same imposed by the Dee Acts which sum shall be secured by a charge upon the lands of the River Dee Company not to be handed over to such Board and excepting land agreed to be sold to the Manchester Sheffield and Lincolnshire Railway and the Wrexham Mold and Connah's Quay Railway Companies respectively in priority to the claims therein of the parties hereto of the first and second parts respectively and shall bear interest at the rate of four pounds per cent. per annum from the first day of January one thousand eight hundred and ninety on the amount then remaining payable and shall be payable as to ten thousand pounds part thereof on the said first day of January one thousand eight hundred and ninety and as to twenty thousand pounds the balance thereof on or before the first day of January one thousand eight hundred and ninety-five And whereas the said Bill No. 1 has accordingly been withdrawn And whereas the said parties hereto of the first and second parts have consented to offer no opposition to the said last-mentioned agreement being confirmed by the said Bill No. 2 or otherwise to the said Bill No. 2 provided that the agreement herein-after contained is entered into and is also confirmed by the said Bill No. 2 when passed And whereas it is intended that these presents shall only take effect and be binding if and so far as and when the same shall be confirmed by the said Bill No. 2 when passed Now it is hereby agreed by and between the parties hereto as follows:—

1. Subject only to two yearly rentcharges or sums amounting together to two hundred and fifty pounds charged upon the lands or some of the lands of the River Dee Company in favour of the Hawarden embankment trustees imposed by the Dee Act of 1753 and to the sum of thirty thousand pounds and interest thereon at four pounds per cent. per annum from the first day of January one thousand eight hundred and ninety so agreed to be paid and charged as aforesaid by the said Bill No. 2 a valid mortgage in fee of the lands and hereditaments of the River Dee Company other than those so handed over including those comprised in the said indenture of mortgage of the eighth day of June one thousand eight hundred and seventy-eight and those taken under the said writs of *Elegit* or such of them as are not to be handed over as aforesaid shall be executed in favour of the parties hereto of the first part to secure

A.D. 1889. — the repayment by the River Dee Company to the said parties hereto of the first part of the sum of thirty thousand pounds part of the said sum of fifty-five thousand five hundred pounds the balance of the said sum of sixty-one thousand eight hundred and sixty-two pounds and ten shillings so owing to them as aforesaid together with interest thereon from the date of these presents at the rate of five pounds per cent. per annum.

2. Subject only to the said annual rentcharges in favour of the Hawarden embankment trustees and to the said charge to the said Conservancy Board and to the said mortgage for thirty thousand pounds in favour of the parties hereto of the first part there shall be executed a valid second mortgage of the said lands and hereditaments of the River Dee Company to be comprised in the last-mentioned mortgage to secure the payment to the parties hereto of the first part of the sum of twenty-five thousand five hundred pounds (being the balance of the said sum of fifty-five thousand five hundred pounds so due to the parties of the first part as aforesaid) and the payment to the Credit Company of the sum of thirty thousand five hundred pounds (being part of the said sums of fifty-eight thousand one hundred and thirty-two pounds ten shillings and twopence and thirty-six thousand six hundred and ninety-four pounds nine shillings and threepence and eight pounds eight shillings for which judgments have been signed by the said parties hereto of the second part as aforesaid) making an aggregate principal sum of fifty-six thousand pounds together with interest thereon from the date hereof at the rate of six pounds per cent. per annum such sums of twenty-five thousand five hundred pounds and thirty thousand five hundred pounds respectively (making up the said aggregate principal sum of fifty-six thousand pounds) and the interest thereon respectively to have no preference or priority the one over the other but to rank and be payable rateably and *pari passu*.

3. Subject to the above charges and mortgages there shall be executed in favour of the parties hereto of the second part a valid third mortgage or charge upon the same lands and hereditaments of the River Dee Company as are to be comprised in the said first and second mortgages for the sum of eighty-seven thousand pounds being the balance of the said sums of fifty-eight thousand one hundred and thirty-two pounds ten shillings and twopence and thirty-six thousand six hundred and ninety-four pounds nine shillings and threepence and eight pounds eight shillings and further moneys now admitted to be due from the River Dee Company to the parties hereto of the second part together with interest thereon from the date hereof at the rate of six pounds per cent. per annum.

4. All the said mortgages shall be of the inheritance of the lands and hereditaments of the River Dee Company mentioned in Clause 1 hereof and if any question shall arise between any of the parties to such mortgages as to the form thereof the same shall respectively be settled by the senior conveyancing counsel for the time being of the Chancery Division of the High Court of Justice.

5. The execution and delivery of the mortgages herein-before agreed to be executed in favour of the parties hereto of the first part is to be in full discharge of all claims whatsoever by them against the River Dee Company or its estates whether under the herein-before recited indentures of mortgage and transfer of the twenty-second day of June one thousand eight hundred and seventy

the twenty-sixth day of April one thousand eight hundred and seventy-three the eleventh day of December one thousand eight hundred and seventy-three and the twenty-eighth day of June one thousand eight hundred and seventy-eight or under the said judgment in favour of the parties hereto of the first part and the said John Coleman or otherwise and the execution and delivery of the mortgages herein-before mentioned to be executed in favour of the parties hereto of the second part shall be in full discharge of their claims against the River Dee Company or its estates under the herein-before recited indenture of mortgage of the eighth day of June one thousand eight hundred and seventy-eight and the herein-before mentioned judgments in favour and other claims of the parties hereto of the second part and upon the execution of the mortgages hereby agreed to be executed possession of all the lands and hereditaments of which the parties hereto of the first and second parts respectively are in possession whether under the said recited mortgages or any of them or the said writs of *Elegit* or any of them shall be delivered to the River Dee Company and satisfaction of all the said judgments respectively shall be entered up and the receiver appointed by the said orders of the seventh day of June one thousand eight hundred and eighty-six shall be discharged.

6. The sum of one thousand pounds paid by or on behalf of the Wrexham Mold and Connah's Quay Railway Company to the parties hereto of the first part as a deposit on an intended purchase of lands situate at Connah's Quay taken or proposed to be taken by the said Wrexham Mold and Connah's Quay Railway Company has been invested in the purchase of two and three-quarter pounds per cent. annuities in the names of the parties hereto of the first part and as soon as the purchase by the said railway company shall be completed the said two and three-quarter per cent. annuities and also the balance of the purchase money to be paid by the said railway company for the purchase of the said last-mentioned lands shall be applied in or towards payment to the said Conservancy Board of the said sum of thirty thousand pounds or if such sum or any part thereof shall have been previously paid by the parties hereto of the first or second parts or any of them then first in or towards repayment of the sum or sums so paid by the said parties hereto of the first or second parts and the balance to the said Conservancy Board as aforesaid.

7. This agreement is subject to the sanction of Parliament and shall only take effect and be binding if and so far as and when the same shall be confirmed by the said Bill No. 2 when passed or by some other Act having the like objects to be passed in the present Session of Parliament.

8. If and so far as and when this agreement shall be sanctioned and confirmed in the manner specified in the last preceding clause hereof then and to that extent these presents shall take effect and become binding in all respects as from the date hereof.

In witness whereof the parties hereto of the first part have hereunto set their hands and seals and the Credit Company Limited has hereunto affixed its common seal and its liquidators have hereunto set their hands and seals (being the parties hereto of the second part) and the River Dee Company (being the party hereto of the third part), has hereunto affixed its common seal the day and year first before written

A.D. 1889.

Signed sealed and delivered  
by the within-named Eliza-  
beth Dowager Baroness  
Wenlock in the presence of  
HENRY BURTON  
Butler to the Dowager  
Lady Wenlock  
Escrick York

ELIZABETH WENLOCK.

L.S.

Signed sealed and delivered  
by the within-named Caryl  
Craven Molyneux in the  
presence of  
J. R. COBB  
Banbury  
Banker

CARYL CRAVEN MOLY-  
NEUX.

L.S.

Signed sealed and delivered  
by the within-named  
Horatio Nelson Williams  
and Hubert Barrow Doo  
in the presence of  
H. OGDEN MELLOR  
Solicitor  
27 Clement's Lane E.C.

H. N. WILLIAMS.

L.S.

H. BARROW DOO.

L.S.

The common seal of the Credit Company Limited was here-  
unto affixed in the presence of

Seal of the  
Credit  
Company  
Limited.

H. N. WILLIAMS } Liquidators.  
H. BARROW DOO }

The common seal of the Company of Proprietors of the  
Undertaking for recovering and preserving the Navigation of  
the River Dee was hereunto affixed in the presence of

H F. BING  
Secretary.

Seal of the  
River Dee  
Company.

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FOR

T. DIGBY FIGOTT, Esq., the Queen's Printer of Acts of Parliament.

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