CHAPTER lxxxviii.

An Act to provide for the closing of the undertaking of the Company of Proprietors of the Navigation from Sleaford Castle Causeway to the River Witham in the county of Lincoln, and for the dissolution of the Company; and for other purposes. [17th June 1878.] A.D. 1878.

WHEREAS by an Act passed in the thirty-second year of the reign of King George the Third, intituled "An Act for making "and maintaining a navigation from Sleaford Castle Causeway "through the town of Sleaford, in the county of Lincoln, along the "course of Sleaford Mill Stream and Kyme Eau to the River "Witham at or near Chappel Hill in the same county, and for "making necessary cuts for better effecting the said navigation," the Company of Proprietors of the Sleaford Navigation in the county of Lincoln (herein-after called "the Company") were incorporated and authorised to make and maintain the navigation thereby authorised, and to have, use, and exercise the powers in reference thereto in the recited Act mentioned: 32 G. 3. c. 106.

And whereas the Company made the said navigation, but the traffic thereon has greatly diminished, and the receipts are so reduced as to be insufficient to maintain the said navigation and yield a profit to the Company:

And whereas it is expedient that the Company should be authorised to close for the purposes of traffic so much of the said navigation as was made navigable by them under the powers of the recited Act, and to sell and dispose of the same and all other the property of the Company in such manner as the Company may deem expedient, and that the Company should be dissolved and its affairs wound up:

And whereas the objects aforesaid cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal,

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and of the Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited as the Sleaford Navigation (Abandonment) Act, 1878.

Interpretation of terms.

2. In this Act the term "the Company" means the Company of Proprietors incorporated under the recited Act, and the term "the navigation" means the navigation and the navigable cuts to which the recited Act relates, and all the locks, cuts, basins, and other works and conveniences connected therewith and appurtenant thereto.

Power to close navigation.

3. Subject to the conditions of this Act, from and after the first day of December one thousand eight hundred and seventy-eight all rights of way or user and other rights in reference to the navigation or in connexion therewith created by the said Act shall cease and become extinguished.

Power to sell site, &c.

4. Subject to the provisions of this Act, the Company may sell and dispose of all the estate, lands, buildings, and property of the Company of every description as a whole or in lots, in such manner and at such time or times and upon such terms and conditions as the Company may deem expedient, and the purchase moneys shall be assets of the Company.

Rights of pre-emption to owners of adjoining lands.
8 & 9 Vict. c. 18.

5. All the lands acquired by the Company for the purposes of the navigation shall be sold within two years from the passing of this Act, in the manner (so far as applicable) prescribed by the Lands Clauses Consolidation Act, 1845, with respect to the sale of superfluous lands, and for that purpose all the clauses of that Act with respect to the lands acquired by promoters of the undertaking under the provisions of their special Act, but which are not required for the purposes thereof, shall (so far as the same are applicable) be deemed to be incorporated with this Act; provided that where the Company have acquired only an easement in the said lands for the purposes of the navigation they shall execute such conveyances, releases, or other assurances to and in favour of the owners of the adjoining lands, and at the expense of the said owners, as may be reasonably required for quieting the title to the same lands in the said owners free from any easement or other claim acquired by the Company under the said recited Act.

As to receipt for purchase money.

6. The receipt of three directors of the Company for the purchase money at which the estate, lands, buildings, premises, and property of the Company to be sold under the powers of this Act shall be so sold, or any part thereof, or for or in respect of any fund to be retained, invested, or appropriated pursuant to the provisions of this Act, or any part thereof, or any other moneys payable to or for the

Company, shall be a good and sufficient discharge to every person interested in that behalf in respect of such moneys or funds as shall be mentioned in such receipt, and the person or persons paying or applying such moneys or funds accordingly, and taking such receipt, shall not be bound to see to the application thereof or be answerable for any loss or misappropriation or non-application thereof.

Company to make compensation with respect to accommodation works.

7. Where the Company are bound to maintain any bridges, fences, roads, paths, culverts, banks, dykes, or other works erected or constructed under the provisions of the recited Act or otherwise for the convenience of landowners, and which will have to be maintained after the closing of the navigation, the Company shall, subject to the provisions of this Act, make compensation to the owners of the land in respect of which any such works were constructed for the cesser of the Company's liability to maintain the same, the amount of such compensation in case of dispute to be settled by arbitration: Provided always, that the Company shall not be liable to make any such compensation as aforesaid unless the claim for such compensation shall have been made within six months after the publication in the "London Gazette" of the notice herein-after provided.

Claims against Company, &c. to be settled by arbitration.

8. All claims upon the Company arising in consequence of this Act or anything the Company may thereby be required to do, and all differences and disputes which may arise between the Company and any person or persons by reason of the closing of the navigation or otherwise (but not for or in consequence of the disuse of the navigation for the purposes of traffic), shall be settled by arbitration.

As to arbitration.

8 & 9 Vict. c. 20.

9. Every arbitration under this Act shall, unless otherwise agreed between the parties thereto, be had and conducted in accordance with the provisions of the Railways Clauses Consolidation Act, 1845, with respect to the settlement of disputes by arbitration.

As to locks at Corn Mill, site of Dyers Mill, and Coggleford Mill.

10. Subject to the conditions of this Act, the Company shall fill up the locks at the Corn Mill, the site of the Dyers Mill, and the Coggleford Mill in a substantial manner to a level corresponding with the height of the banks of the navigation immediately above each mill or mill site.

For protection of Haverholme Priory.

11. And whereas the said navigation passes for a length of more than five miles through or bounding the estate of the Honourable Murray Edward Gordon Finch Hatton, of Haverholme Priory, and for the protection of the said estate, be it enacted as follows:

(1.) The locks known as the Anwick Lock, Haverholme Lock, and Paper Mill Lock shall (out of the assets of the Company) be placed by the Company in good and sufficient

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repair, and the navigation between and through the said locks, together with the said locks, shall, after the powers of this Company for the construction, maintenance, and management of the navigation shall cease under the provisions of this Act, be vested in and become the property of and shall, subject to the provisions herein-after contained, be maintained by the said owner :

Provided that the said owner may at any time substitute for the upper gates of the said Anwick Lock, Haverholme Lock, and Paper Mill Lock a pair of drawdoors or sluices, and remove the lower gates of each such lock, or may fill up the lock-pits at such locks in the manner prescribed in section 10 of this Act :

(2.) The said owner may continue to enjoy the easement over or right of using the towing-path on the north bank of the navigation between Haverholme Lock and Anwick Lock so long as he shall think fit to do so, and shall during such period be liable to repair and make good any injury done to the said bank in the exercise of the said easement or right of user :

Provided that the owner for the time being of the said North Bank and his tenants shall have the right to use the navigation between the said locks free of charge so long as it shall be kept open as aforesaid.

Provisions as to the Kyme Lower Lock.

12. The said Company shall out of their assets put the first lock from the River Witham on the Kyme Eau, known as the Kyme Lower Lock, in good and sufficient repair to the satisfaction of the surveyor and engineer of the General Commissioners for Drainage by the River Witham, and such lock shall remain, and from and after the passing of this Act shall be vested in the said General Commissioners, the expenses attending the care and management and maintenance of such lock nevertheless to be reimbursed to such General Commissioners by the riparian owners on the stream above the lock in the proportion in which the same shall be used by such owners : Provided nevertheless, that in case the said General Commissioners shall at any time hereafter be unable to obtain from such riparian owners such expenses as aforesaid, or if from any other cause the said General Commissioners shall deem it desirable, then the said General Commissioners shall have power at their discretion to remove the gates of the said lock, or to fill up the said lock-pit, and to dispose of the materials of the said lock, if they shall deem it expedient to do so.

As to repair of banks, public

13. The Company shall, out of the assets of the Company, put in good and substantial repair any banks, public bridges, roads, or

culverts which they were liable to repair or maintain previously to the passing of this Act, and they shall scour out the bed of so much of the navigation as requires to be scoured out, and when once so repaired and scoured out respectively the liability of the Company shall cease in respect thereto.

bridges, roads, and culverts.

When powers of the Company to cease.

14. From and after the first day of December one thousand eight hundred and seventy-eight the powers of the Company for the construction, maintenance, and management of the navigation shall cease, and the Company shall continue to exist only for the purpose of winding up their affairs, and they shall accordingly proceed with all convenient speed to collect and convert into money all their land, property, and effects; and the moneys so received and all other assets (if any) of the Company shall, so far as they are sufficient for those purposes and subject to the provisions of this Act, be applied as follows:

Firstly. In payment of all the costs and expenses of and incident to the preparing for, obtaining, and passing of this Act or otherwise in relation thereto, and in carrying out the purposes thereof:

Secondly. In payment of the expenses of carrying out sections 10, 11, 12, and 13 hereof: Provided always, that if any difference shall arise between the Company and any person interested with reference to the provisions of this sub-section, the same shall be determined by two justices of the parts of Kesteven in the county of Lincoln, to be named by the chairman of the quarter sessions acting at Sleaford, and the decision of such two justices shall be final:

Thirdly. In payment and satisfaction of the debts and liabilities of the Company incurred in or about the working and maintenance of the navigation up to the date of the closing thereof hereby authorised:

Fourthly. In payment and satisfaction of all compensation under the provisions in that behalf herein-before contained:

Provided that if the surplus assets of the Company, after providing for the costs and expenses firstly and secondly herein-before mentioned, shall be insufficient to pay the whole of the said debts and liabilities and compensation in full, then the same shall be distributed in payment of the said debts and liabilities and compensation in proportion to the aggregate amounts of such debts and liabilities and of such compensation respectively according to their respective priorities, and after such payments, or in the event of no moneys remaining in the hands of the Company, then such rights to compensation shall be extinguished, and for the purposes aforesaid all

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the powers of the Company shall continue in full force and effect, and when and so soon as the same shall have been accomplished, or the assets of the Company shall have been exhausted, the Company shall be dissolved and cease to exist, and thenceforth no liability in respect to the navigation shall be continued or shall attach to the Company.

As to scouring, &c. Kyme Eau, and repair and maintenance of banks.

15. The duty and liability of roding, scouring, and cleansing in a proper and efficient manner the river called Kyme Eau, being part of the said navigation, and the repairing, upholding, and maintaining the banks of the said river, shall, from and after the powers of the Company for the construction, maintenance, and management of the navigation shall cease under the provisions of this Act, fall upon such body or bodies, or person or persons, party or parties other than the Company as now are or but for the passing of the said recited Act would be liable for such roding, scouring, or cleansing the said river, or repairing, upholding, and maintaining the said banks.

Notice to be given of incumbrances.

16. Within six months after the passing of this Act the Company shall cause to be published once in the "London Gazette," and in three successive weeks in some two and the same newspapers published and circulating in the district in which the navigation is situate, and in some daily newspaper published in London, a notice requiring all parties having claims upon the Company to furnish the same forthwith, and in any event on or before a day to be named in such notice, not being less than one month after the date of the last publication of such notice, and the Company shall, on the expiration of the time named in the said notice for furnishing such claims, be at liberty to distribute the assets of the Company, or any part thereof, amongst the parties entitled thereto, having regard to the claims of which the Company then have notice.

Receipts by persons under disability.

17. It shall be lawful for all trustees, executors, administrators, and all guardians and committees of the estate of infants, idiots, or lunatics in whose respective names any share of the Company shall be standing, to give effectual and conclusive receipts for the money which may under the provisions of this Act be payable to them, and any such receipt shall be a sufficient discharge to the Company, and shall release them and the directors and officers thereof from all obligations in respect of the money for or in respect of which such receipt shall be given and in respect of the application thereof.

Payment of money into court.

18. If at the expiration of eighteen calendar months from the passing of this Act any money remains undistributed in the hands of the Company, either by reason of the same not having been claimed by any person entitled thereto, or by reason of any person claiming

the same not having shown to the satisfaction of the Company a sufficient title thereto, or by reason of the person claiming the same being under any disability or incapacity, and no person competent to give an effectual receipt for the same having claimed the same on behalf of such person, the Company shall forthwith pay the same to the credit of Her Majesty's Paymaster General on behalf of the Chancery Division of the High Court of Justice, and every such payment into court shall conclusively discharge the Company from all further liability with respect to the money so paid, and any person afterwards showing to the satisfaction of the Court that he is entitled thereto may obtain payment thereof out of court accordingly.

Expenses of Act.

19. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be borne and paid by and out of the assets of the Company as herein-before provided.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1878.