



CHAPTER 3.

An Act to establish Commissioners to maintain flood defences in the parish of Hesketh-with-Beconsall in the county of Lancaster and to transfer certain lands and works to and to confer powers on such Commissioners and for other purposes. A.D. 1914.
[31st July 1914.]

WHEREAS by an indenture (hereinafter called "the settlement") dated the sixth day of January one thousand eight hundred and eighty-six and expressed to be made between Sir Thomas George Fermor-Hesketh Baronet (hereinafter called "Sir Thomas") of the first part Dame Florence Emily Fermor-Hesketh his wife (hereinafter called "Lady Hesketh") of the second part and Lawrence Rawstorne Edward Wilson and William Henry Newman (hereinafter called "the original trustees") of the third part Sir Thomas (who was then entitled in fee simple to the several hereditaments mentioned in the First Schedule to the settlement including the greater part of "the Hesketh protected lands" and "the flood defences" subject to the incumbrances mentioned in the Second Schedule to the settlement and referred to in the First Schedule to this Act and also to a contingent jointure rentcharge (since released) of eight hundred pounds a year payable to Lady Hesketh in the event of her surviving Sir Thomas under an indenture of settlement dated the eighteenth day of December one thousand eight hundred and eighty) conveyed the hereditaments mentioned in the First Schedule to the settlement to the original trustees in fee simple to such uses upon such trusts and subject to such powers and provisions as the trustees or trustee for the time being of the settlement should in exercise of the power of mortgaging thereby conferred upon them or him from time to

Recital of settlement of Hesketh protected lands.

A.D. 1914. time appoint and subject thereto To the use of the original trustees for the term of ninety-nine years from the date of the settlement if Sir Thomas should so long live without impeachment for waste upon the trusts hereinafter mentioned and subject to the said term and the trusts thereof To the use of Sir Thomas for his life with remainder To the use of Thomas Fermor-Hesketh (hereinafter called "Mr. Hesketh") the eldest son of Sir Thomas for his life with remainder To the use of the first and other sons of Mr. Hesketh successively according to seniority in tail male with remainder To the use of Frederick Fermor-Hesketh the second son of Sir Thomas for his life with remainder To the use of the first and other sons of the said Frederick Fermor-Hesketh successively according to seniority in tail male with remainder To the use of the third fourth and other younger sons of Sir Thomas (if any) successively according to seniority in tail male with remainder To the use of all or any one or more of the issue of Sir Thomas for such estates or estate interests or interest and if more than one in such shares and with and subject to such charges powers and conditions limitations and remainders for the benefit of the said issue or some of them and in such manner as Sir Thomas should by deed revocable or irrevocable or by will or codicil appoint and in default of and subject to such appointment To the use of the first and other sons of Mr. Hesketh successively according to seniority in tail general with remainder To the use of the first and other sons of the said Frederick Fermor-Hesketh successively according to seniority in tail general with remainder To the use of the third fourth and other younger sons (if any) of Sir Thomas successively according to seniority in tail general with remainder To the use of the first and other daughters of Mr. Hesketh successively according to seniority in tail male with remainder To the use of the first and other daughters of the said Frederick Fermor-Hesketh successively according to seniority in tail male with remainder To the use of the first and other daughters of Mr. Hesketh successively according to seniority in tail general with remainder To the use of the first and other daughters of the said Frederick Fermor-Hesketh successively according to seniority in tail general with remainder To the use of the first and other daughters of Sir Thomas successively according to seniority in tail male with remainder To the use of the first and other daughters of Sir Thomas successively according to seniority in tail general with remainder To the

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use of Sir Thomas in tail general with remainder To the use of Sir Thomas in fee simple And it was thereby declared that every estate for life thereby limited should be without impeachment for waste and that during the continuance of the said term of ninety-nine years the trustees or trustee for the time being of the settlement should (subject to the provisions of the contemporaneous trust deed hereinafter mentioned) enter into and continue in the possession or receipt of the rents and profits of the hereditaments thereby settled and should during the continuance of the said term manage or superintend the management of the premises and generally deal with the property as if such trustees or trustee were the absolute owners or owner thereof without being responsible for any loss occasioned thereby And it was thereby declared that the said trustees or trustee should hold the rents and profits received by them or him under the trusts thereinbefore declared concerning the said term Upon such trusts and subject to such powers and provisions as were declared concerning the same by the contemporaneous trust deed And it was thereby declared that the original trustees should be the trustees of the settlement for all the purposes of the Settled Land Acts 1882 and 1884 and also for the purposes of section 42 of the Conveyancing Act 1881 and that if and so long as there should be only one trustee of the settlement such one trustee might exercise all powers conferred on the trustees of a settlement by the Settled Land Acts 1882 and 1884 and might receive and give receipts for capital money arising thereunder or under the settlement And the settlement contained a power (which has been released) for Sir Thomas to appoint to any wife by any future marriage if she should survive him for her life or for any less period any yearly rentcharge or yearly rentcharges not exceeding in the whole the yearly sum therein mentioned And the settlement also contained a power (which has not been exercised) for every person thereby made tenant for life from time to time by deed revocable or irrevocable or by will to appoint to any wife of the appointor during the residue of the life of such wife if surviving the appointor or for any less period any yearly rentcharge or rentcharges not exceeding in the whole the yearly sum therein mentioned And the settlement contained a power (which has not been exercised) for Sir Thomas and every other person thereby made tenant for life of the premises thereby settled by deed revocable or irrevocable or by will to charge all or any of the premises thereby settled with the payment

A.D. 1914. of any money not exceeding the sums therein mentioned for the portion or portions of any one or more of the younger children of the person making the charge who being a son or sons attained the age of twenty-one years or being a daughter or daughters attained that age or married And the settlement contained a power (which has been exercised as appears from the Second Schedule to this Act) for the trustees or trustee for the time being thereof during the lifetime of Sir Thomas to raise on mortgage of the premises thereby settled or any part thereof any money which such trustees or trustee might think fit to raise and to secure the repayment of any money so raised with interest at such a rate as might be thought proper by a mortgage for any term of years or in fee simple of the hereditaments to be charged therewith and to hold the money so raised (after payment of all costs and expenses incurred in raising the same) Upon such trusts and subject to such powers and provisions as should be declared concerning the same by the contemporaneous trust deed But the settlement did not contain any power to appoint new trustees thereof:

Of contemporaneous trust deed.

And whereas by an indenture (in this Act called "the contemporaneous trust deed") dated the sixth day of January one thousand eight hundred and eighty-six and expressed to be made between Sir Thomas of the first part Lady Hesketh of the second part and the original trustees of the third part it was declared that the trustees or trustee for the time being thereof should during the continuance of the said term of ninety-nine years limited by the settlement enter into and continue in possession or receipt of the rents and profits of the hereditaments comprised in the settlement and should manage or superintend the management of the same and generally deal with the property in all respects as if such trustees or trustee were the absolute owners or owner thereof without being responsible for any loss occasioned thereby and so that such powers of management should be in confirmation of the powers given by the settlement And it was thereby declared that such trustees or trustee should out of the rents and profits of the premises (and of certain other hereditaments therein referred to) in the first place pay the expenses incurred in the management thereof or in the execution of the trusts and powers contained in the contemporaneous trust deed or in the settlement or in certain other indentures therein mentioned And in the next place should pay and keep down

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so long as they or he should be in possession or receipt of the rents and profits any annual sum and the interest on any principal sum charged on the premises (including the pin-money of two thousand pounds a year payable to Lady Hesketh and charged on other hereditaments therein mentioned) and in the next place should pay to Sir Thomas as from the date thereof an annual sum of four thousand pounds during the joint lives of Sir Thomas and Lady Hesketh and after the death of Lady Hesketh if Sir Thomas should survive her an annual sum of six thousand pounds during the remainder of his life And should apply so much of the rents and profits as should remain after answering the purposes aforesaid to the same purposes and in the same manner to and in which the money arising from a sale under the trust for sale contained in an indenture of conveyance therein mentioned (hereinafter called "the Tarleton conveyance") was directed to be applied And it was thereby declared that if the trustees or trustee for the time being thereof should in their or his uncontrolled discretion think fit to do so they or he might increase the allowance to be paid to Sir Thomas under the provisions thereof in any manner and to any extent as such trustees or trustee might think proper and such increase might be made either generally or for a particular year or years And it was thereby declared that such trustees or trustee should apply the money arising from sales under the trust for sale contained in the Tarleton conveyance or money directed to be held upon the same trusts as money arising from such sales (after payment of all costs and expenses not otherwise provided for which might be incurred by the trustees or trustee for the time being thereof in relation to the trusts and powers of the contemporaneous trust deed the settlement the Tarleton conveyance and another indenture of settlement therein mentioned) in such order and manner as the trustees or trustee for the time being thereof should think expedient in or towards the payment of the several mortgages and charges for the principal sums mentioned in the schedules to the settlement and the Tarleton conveyance and any other mortgages or charges for principal sums then or for the time being affecting the hereditaments respectively comprised therein (including mortgages created under the powers for that purpose respectively contained in the settlement and the Tarleton conveyance) and in or towards payment of any money which the trustees or trustee for the time being thereof should think fit to pay in discharge and satisfaction of any debt then owing by Sir

A.D. 1914. Thomas And should pay over any ultimate surplus of the said money to the trustees or trustee for the time being of the settlement to be held by them or him Upon the same trusts and subject to the same powers as capital-money arising under the Settled Land Act 1882 from the hereditaments comprised in the settlement were by that Act and the settlement respectively directed to be held And it was thereby declared that nothing therein contained should be construed to give any mortgagee or other incumbrancer any further or other charge lien or security than was subsisting before the execution of the contemporaneous trust deed:

That
William
Henry New-
man dis-
claimed the
trusts.

And whereas the said William Henry Newman never executed the settlement or the contemporaneous trust deed and by a deed poll dated the twelfth day of October one thousand eight hundred and eighty-six under his hand and seal disclaimed the respective trusts thereof:

Of mortgage
by Sir
Thomas of
his annuity.

And whereas by an indenture (hereinafter called "the mortgage of 1890") dated the twelfth day of October one thousand eight hundred and ninety and made between Sir Thomas of the one part and Lady Hesketh of the other part Sir Thomas assigned to Lady Hesketh the annuity of four thousand pounds or six thousand pounds and any other increased annuity to which he might become entitled under the contemporaneous trust deed by way of mortgage to secure the repayment of certain principal money and interest therein mentioned:

Of convey-
ance of
1898 to
uses of settle-
ment.

And whereas by an indenture (hereinafter called "the conveyance of 1898") dated the eighteenth day of May one thousand eight hundred and ninety-eight and made between Thomas Ball of the first part Sir Thomas of the second part and the said Lawrence Rawstorne and Edward Wilson of the third part the said Thomas Ball conveyed the hereditaments therein mentioned (which included a further part of the Hesketh protected lands) to the said Lawrence Rawstorne and Edward Wilson and their heirs to the uses of the settlement:

Of death of
Edward
Wilson.

And whereas the said Edward Wilson died on the fifth day of November one thousand nine hundred and eight:

Of declara-
tion of trust
of certain
mortgage
debts.

And whereas by a deed poll dated the twenty-seventh day of January one thousand nine hundred and ten under the respective hands and seals of Sir Thomas and Mr. Hesketh they declared that they would hold the principal money and interest

secured by the indentures of mortgage numbered four to six inclusive in the Second Schedule to this Act Upon such trusts as Sir Thomas Lady Hesketh and Mr. Hesketh should by any deed or deeds revocable or irrevocable jointly appoint: A.D. 1914.

And whereas by an indenture (hereinafter called "the assignment of 1910") dated the twenty-seventh day of January one thousand nine hundred and ten and made between Sir Thomas of the first part Lady Hesketh of the second part Mr. Hesketh of the third part and the said Lawrence Rawstorne of the fourth part Sir Thomas and Lady Hesketh assigned and released unto the said Lawrence Rawstorne the annuity of four thousand pounds or six thousand pounds or any other greater annuity to which Sir Thomas was or might become entitled under the contemporaneous trust deed discharged from the mortgage of 1890 but upon the trusts thereafter declared and Lady Hesketh covenanted with the said Lawrence Rawstorne that she would procure her said pin-money of two thousand pounds per annum (charged on hereditaments which were not subject to the limitations of the settlement) mentioned in the contemporaneous trust deed to be paid over as it accrued due to the said Lawrence Rawstorne notwithstanding that she was restrained from anticipating the same And it was thereby declared (by clause four thereof) that the trustees or trustee for the time being thereof should pay and apply the money received by them or him under the provisions thereof in manner therein mentioned And the assignment of 1910 contained a power (which has been exercised) for Sir Thomas Lady Hesketh and Mr. Hesketh jointly by any deed under their respective hands and seals to revoke all or any of the trusts and provisions therein declared and to declare such new trusts as they might think fit concerning the trust premises:

Of assign-
ment of
1910 re-
lating to Sir
Thomas'
annuities.

And whereas by an indenture of appointment of new trustees dated the twenty-sixth day of June one thousand nine hundred and eleven and made between the said Lawrence Rawstorne of the first part Sir Thomas of the second part and Mr. Hesketh and Geoffrey Robert Lucas Chance (hereinafter collectively called "the present trustees") of the third part the present trustees were appointed to be the trustees of the settlement for all the purposes thereof in the place of the said Lawrence Rawstorne (who retired from the trust) and it was thereby declared that all lands and hereditaments and all things in action and the right

Of appoint-
ment of new
trustees and
declaration
vesting 99
years' term.

A.D. 1914. to recover and receive the same which were then in any manner subject to the trusts of the settlement should forthwith vest in the present trustees as joint tenants for all the estate and interest therein of the said Lawrence Rawstorne Upon the trusts and subject to the powers and provisions upon and subject to which the same ought to be held under the settlement:

Of surrender and release of Sir Thomas' life estate and powers and purported release of Lady Hesketh's jointure.

And whereas by an indenture (hereinafter called "the surrender of 1911") dated the twenty-sixth day of June one thousand nine hundred and eleven and made between Sir Thomas of the first part Lady Hesketh of the second part and Mr. Hesketh of the third part Sir Thomas assigned unto Mr. Hesketh and his heirs the life estate of Sir Thomas in all the hereditaments capital money and property then comprised in the settlement (subject to all incumbrances affecting the same and subject also to the said term of ninety-nine years) And Sir Thomas Lady Hesketh and Mr. Hesketh in exercise of the joint power conferred upon them by the said deed poll of the twenty-seventh day of January one thousand nine hundred and ten thereby irrevocably appointed that the principal money and interest secured by the indentures of mortgage numbered four to six inclusive in the Second Schedule to this Act should be held in trust for Mr. Hesketh absolutely And Lady Hesketh thereby purported to release unto Mr. Hesketh the said contingent jointure rentcharge of eight hundred pounds limited to her by the said indenture of the eighteenth day of December one thousand eight hundred and eighty and Sir Thomas released unto Mr. Hesketh all powers of jointuring either Lady Hesketh or any future wife and also all powers of charging any sums by way of portions or otherwise for the benefit of any issue of Sir Thomas (other than Mr. Hesketh) given to him by the settlement to the intent that all such powers should be absolutely extinguished:

That surrender of 1911 was not acknowledged.

And whereas the surrender of 1911 was not acknowledged by Lady Hesketh pursuant to the Fines and Recoveries Act 1833:

Of release of Lady Hesketh's jointure.

And whereas by an indenture dated the seventh day of July one thousand nine hundred and fourteen and made between Sir Thomas of the first part Lady Hesketh of the second part and Mr. Hesketh of the third part (and duly acknowledged by Lady Hesketh pursuant to the Fines and Recoveries Act 1833) Lady Hesketh with the concurrence of Sir Thomas and by way of

confirmation of the surrender of 1911 released unto Mr. Hesketh the said contingent jointure rentcharge of eight hundred pounds limited to her by the said indenture of the eighteenth day of December one thousand eight hundred and eighty :

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And whereas by an indenture (hereinafter called "the appointment of 1911") dated the twenty-seventh day of June one thousand nine hundred and eleven and made between the said Lawrence Rawstorne of the first part Sir Thomas of the second part Lady Hesketh of the third part Mr. Hesketh of the fourth part and the present trustees of the fifth part the present trustees were in exercise of the statutory power appointed to be trustees of the contemporaneous trust deed and of the assignment of 1910 in the place of the said Lawrence Rawstorne (who retired from the trust) and it was thereby declared that all things in action and the right to recover and receive the same then subject to the trusts of the contemporaneous trust deed and of the assignment of 1910 should vest in the present trustees as joint tenants upon the trusts and subject to the powers and provisions applicable thereto under the contemporaneous trust deed and the assignment of 1910 respectively And Sir Thomas Lady Hesketh and Mr. Hesketh in exercise of the power conferred upon them by the assignment of 1910 revoked the trusts declared by clause 4 thereof and appointed that the trustees for the time being thereof should as from the first day of January one thousand nine hundred and eleven apply the money which should come into their hands under the provisions thereof (after payment of all costs and expenses which such trustees might incur in reference to the trust premises) in manner following (that is to say):—

Of appointment of new trustees of contemporaneous trust deed and assignment of 1910 and revocation and new appointment of Sir Thomas' annuities and Lady Hesketh's pin-money.

First In paying to Sir Thomas during his life the sum of one thousand five hundred pounds per annum as from the first day of January one thousand nine hundred and eleven;

Secondly If under the provisions of an agreement therein referred to Sir Thomas should be required to vacate Easton Neston House (which has not happened) and should vacate the same in paying to Sir Thomas as from the date of such vacation during the residue of his life an additional sum of five hundred pounds per annum;

Thirdly In paying to Sir Thomas any compensation to which under the provisions of the last-mentioned agree-

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—

- ment he might become entitled in lieu of supplies from the Home Farm or of the enjoyment of sporting rights;
- Fourthly In paying to Sir Thomas during his life an additional sum of two hundred pounds per annum as from the first day of January one thousand nine hundred and eleven but subject to the provisions of clauses 3 and 4 thereof;
- Fifthly In paying to Constance Hesketh since deceased (a sister of Sir Thomas) during her life two hundred and sixty pounds per annum as from the first day of January one thousand nine hundred and eleven;
- Sixthly In paying to the said Frederick Fermor-Hesketh (if he should be living) during the joint lives of himself and Sir Thomas two hundred pounds per annum such annual sum to commence as from the day on which the said Frederick Fermor-Hesketh should personally require such annual payment to be made; and
- Seventhly The whole of the surplus of the said money not required for keeping down the annual payments aforesaid should be paid to Mr. Hesketh absolutely:

And by clause 3 thereof it was declared that if it should thereafter be ascertained that the said Frederick Fermor-Hesketh was not in fact dead then the additional yearly sum of two hundred pounds payable to Sir Thomas as aforesaid should cease to be payable And clause 4 thereof contained further provisions as to the reduction of the said additional yearly sum of two hundred pounds (payable to Sir Thomas) in the events therein mentioned And it was thereby declared that Sir Thomas and Mr. Hesketh might jointly by any deed or deeds under their respective hands and seals revoke all or any of the trusts and provisions therein contained and by the same or any other deed or deeds appoint such new trusts as they might think fit concerning the trust premises (which power however has not been exercised):

Of convey-
ance of re-
maining
portion of
Hesketh pro-
tected lands
to uses of
settlement.

And whereas by an indenture of conveyance dated the fourteenth day of February one thousand nine hundred and twelve and made between the Southport and Lytham Tramroad Company in liquidation of the first part John Thomas Wood (liquidator) of the second part Sir Joseph Beecham of the third part Mr. Hesketh of the fourth part and the present trustees of the

fifth part in consideration of the sum of seven hundred and fifty pounds paid out of capital money arising under the settlement the remaining small portion of the Hesketh protected lands was conveyed to the present trustees in fee simple to the uses of the settlement:

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And whereas the First Schedule to this Act contains particulars of all the incumbrances (other than the said contingent jointure rentcharge of Lady Hesketh so released as aforesaid) charged on the part of the Hesketh protected lands and the flood defences originally comprised in the settlement at the date thereof:

That First Schedule contains particulars of incumbrances subsisting at date of settlement.

And whereas since the date of the settlement parts of the hereditaments comprised therein have from time to time been sold and the net proceeds of such sales have been applied towards the discharge of the incumbrances mentioned in the First and Second Schedules to this Act and the First Schedule to this Act contains particulars of the devolution of and dealings with the incumbrances therein mentioned since the date of the settlement:

That First Schedule shows partial discharge of and dealings with incumbrances subsisting at date of settlement.

And whereas the trustees or trustee for the time being of the settlement in exercise of the power thereby conferred on them or him have created the incumbrances mentioned in the Second Schedule to this Act on the Hesketh protected lands or parts thereof and the said schedule contains particulars of the devolution thereof or dealings therewith:

That Second Schedule shows creation of and dealings with incumbrances created under powers of settlement.

And whereas the Third Schedule to this Act contains short particulars of all the subsisting tenancies affecting the Hesketh protected lands and the flood defences:

That Third Schedule contains particulars of tenancies.

And whereas as appears from the First and Second Schedules to this Act the following are the only incumbrances affecting the Hesketh protected lands and flood defences or any part thereof which have priority over the settlement (namely):—

Of incumbrances having priority to settlement.

- (1) One hundred and sixty-two thousand pounds now vested in the Royal Insurance Company Limited with the current interest thereon;
- (2) Five thousand pounds now vested in Lucy Jane Wilson Joanna Margaret Helena Wilson Elizabeth Anne Wilson and Ada Maria Neville-Rolfe with the current interest thereon;
- (3) One thousand three hundred pounds now vested in Henry Francis Wilson and James Henry Worthington Pedder with the current interest thereon;

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- (4) Eighteen thousand pounds now vested in the Manchester and Liverpool District Banking Company Limited with the current interest thereon;
- (5) Three thousand three hundred and forty-three pounds six shillings and eightpence now vested in Sir Thomas and Mr. Hesketh with the current interest thereon in trust for Mr. Hesketh;
- (6) Nineteen thousand pounds now vested in Sir Thomas and Mr. Hesketh with the current interest thereon in trust for Mr. Hesketh;
- (7) Twenty-three thousand one hundred and ninety-three pounds three shillings and fourpence now vested in Sir Thomas and Mr. Hesketh with the current interest thereon in trust for Mr. Hesketh:

Of marriage
and issue of
Sir Thomas.

And whereas Sir Thomas has been married once only namely to Lady Hesketh (then Florence Emily Sharon spinster) on the twenty-third day of December one thousand eight hundred and eighty and there have been two children and no more of the said marriage namely Mr. Hesketh who was born on the seventeenth day of November one thousand eight hundred and eighty-one and the said Frederick Fermor-Hesketh who was born on the twenty-fourth day of September one thousand eight hundred and eighty-three:

Of marriage
and issue of
Mr. Hesketh.

And whereas Mr. Hesketh has been married once only namely to Florence Louise Breckinridge on the eighth day of September one thousand nine hundred and nine and there have been issue of the said marriage three children and no more namely Thomas Sharon Fermor-Hesketh who was born on the seventh day of October one thousand nine hundred and ten Louise Fermor-Hesketh who was born on the fifteenth day of December one thousand nine hundred and eleven and Florence Breckinridge Fermor-Hesketh who was born on the twenty-third day of February one thousand nine hundred and thirteen:

Of disappear-
ance of Mr.
Frederick
Fermor-
Hesketh.

And whereas the said Frederick Fermor-Hesketh has not been heard of since October one thousand nine hundred and ten and no communication has since been received from him by any member of his family:

That powers to
charge family
charges have
not been exer-
cised.

And whereas neither Sir Thomas nor Mr. Hesketh has ever exercised the powers conferred on him by the settlement to appoint a jointure rentcharge or to charge portions:

And whereas the said Constance Hesketh died on the twenty-seventh day of February one thousand nine hundred and fourteen and it is intended that the balance of the said annual sum of two hundred and sixty pounds remaining unpaid shall be accounted for to her personal representatives when constituted:

A.D. 1914.
Of death
of Miss
Constance
Hesketh.

And whereas the hereditaments comprised in the settlement include certain lands in the parish of Hesketh-with-Beaconsall containing three thousand eight hundred acres or thereabouts of which said lands some sixteen hundred and fifty acres or thereabouts are protected from flooding by means of embankments and flood defences occupying an area of seventy-five acres or thereabouts and lying on the northerly easterly and westerly sides of the said lands:

As to pro-
tected lands.

And whereas it is expedient that Commissioners should be constituted as by this Act provided to maintain the said embankments and flood defences and with the rights powers obligations and liabilities by this Act conferred and imposed:

As to ap-
pointment of
Commis-
sioners.

And whereas it is expedient that the said embankments and flood defences and the lands forming the site thereof should be vested in the Commissioners and that such other provisions should be made as are in this Act contained:

As to vest-
ing flood
defences.

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

Therefore Your Majesty's most dutiful and loyal subjects Sir Thomas George Fermor-Hesketh Baronet and Thomas Fermor-Hesketh do hereby beseech Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

PART. I.

INTRODUCTORY.

1. This Act may be cited for all purposes as the Hesketh Estate (Flood Defences) Act 1914.

Short title.

2. This Act is divided into Parts as follows:—

Act divided
into Parts.

Part I.—Introductory.

Part II.—Incorporation Election and General Powers
of Commissioners.

Part III.—Provisions relating to the Hesketh Settled
Estate.

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Commence-
ment of Act.

3. This Act shall (save as otherwise provided by this section) come into operation on the day on which Commissioners are first elected for the purposes of this Act and that day is in this Act referred to as the commencement of this Act but the provisions of this Act relating to the appointment of Commissioners shall have effect from and after the appointed day.

Incorporation of Acts.

4. The provisions of the Commissioners Clauses Act 1847 except sections 6 17 to 37 40 42 45 48 52 54 65 84 86 87 92 and 100 with the omission of the word "monthly" where that word first and secondly occurs in section 43 and with the omission in section 47 of the words "within the limits of the special Act" and the Lands Clauses Acts (except the provisions thereof with respect to the purchase and taking of lands otherwise than by agreement and except sections 136 to 152 of the Lands Clauses Consolidation Act 1845) are except where expressly varied by this Act incorporated with and form part of this Act.

Interpretation.

5. In this Act unless there be something in the subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings and except where by this Act otherwise provided or where the context otherwise requires—

The expression "the Commissioners" means the Commissioners for the time being elected under this Act ;

The expression "the appointed day" means the first day of December next succeeding the date on which not less than two hundred and fifty acres of the Hesketh protected lands shall have been sold by any incumbrancer whose incumbrance has priority over the settlement or by any person or persons entitled under the settlement to sell the same or next after the first date on which there shall be not less than twenty persons who shall be owners of the Hesketh protected lands whichever first happens ;

The expression "the Hesketh protected lands" means the area situated in the parish of Hesketh-with-Beconsall in the county of Lancaster delineated and coloured pink on the signed plan and includes the roads within that area and coloured brown on the said plan ;

The expression "the signed plan" means the plan signed by the Right Honourable the Earl of Donoughmore the

Chairman of the Committee of the House of Lords to which the Bill for this Act was referred and of which plan one copy has been deposited in the Parliament Office of the House of Lords and one copy has been deposited in the Private Bill Office of the House of Commons and one copy is intended to be deposited so soon as practicable after the commencement of this Act at the office of the Commissioners;

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The expression "the flood defences" means the banks dykes or drains and other defences against floods and the sites thereof which sites are more particularly delineated and coloured red on the signed plan;

The expression "owner" means the person for the time being entitled to receive the rack rent of any land forming part of the Hesketh protected lands including a person entitled to receive the same as mortgagee or other incumbrancer in possession or as trustee guardian committee or receiver in lunacy for any other person or who would be entitled to receive the same if the land were let at a rack rent including under the term "rack rent" any rent which is not less than two-thirds of the net annual value of the land in respect of which the rent is payable;

The expression "rate" means and includes all or any rates which the Commissioners are authorised to assess and charge under this Act.

PART II.

INCORPORATION ELECTION AND GENERAL POWERS OF COMMISSIONERS.

6.—(1) For the purposes of this Act Commissioners shall be constituted and incorporated by the name of the "Hesketh Flood Defence Commissioners" and by that name shall be a body corporate with perpetual succession and a common seal and with power to take hold and dispose of lands or any interest in or over the same and other property for the purposes of this Act.

Incorporation of Commissioners.

(2) The number of the Commissioners shall be five.

7.—(1) The first election of Commissioners shall be held on the first day of January next succeeding the appointed day or if such first day of January occurs on a Sunday then on the first Monday in January next succeeding the appointed day.

Election and term of office of Commissioners.

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(2) The electors entitled to vote at any election shall be the persons (other than the Commissioners in their corporate capacity) who were on the first day of December immediately preceding such election the owners of the Hesketh protected lands :

Provided that where a mortgagee has under the statutory power or otherwise appointed a receiver of the rents and profits of the land of an owner such mortgagee shall so long as the receiver acts be entitled to vote in place of the owner in respect of the land to which the receivership extends in like manner as if the mortgagee were in possession of the land.

(3) Any elector or any lessee or tenant of not less than fifty acres of land or any lessee or tenant of any buildings or premises of a rateable value of not less than one hundred pounds forming part of the Hesketh protected lands shall be qualified for election as a Commissioner.

(4) The Commissioners shall vacate their offices on the first day of January next after the expiration of three years from the date of the commencement of this Act and on the same day in each succeeding third year. Provided that if the election of Commissioners to be held in any such year as aforesaid shall not be completed before the date fixed for such vacation of office the existing Commissioners shall continue in office until such election shall have been completed.

(5) The second election and subsequent triennial elections shall (subject to the provisions in the Fourth Schedule to this Act) be held on the first day of January in the election year or if that day occurs on a Sunday then on the first Monday in January in any such year.

Voting at
elections.

8.—(1) Every elector shall at any election at which he is entitled to vote be entitled to give votes to as many candidates as there are vacancies to be filled at such election according to the following scale (that is to say) :—

If the quantity of land of which he is an owner is fifty acres or less in extent or if the aggregate rateable value of the lands buildings or premises of which he is the owner is one hundred pounds or less one such vote :

If the quantity of such land exceeds fifty acres in extent one such vote in respect of each complete fifty acres of such land and in respect of any quantity of such land in excess of the greatest complete multiple of fifty acres or if the

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aggregate rateable value of the lands buildings or premises of such owner exceeds one hundred pounds one such vote in respect of each complete amount of one hundred pounds of such rateable value and in respect of any amount of such rateable value in excess of the greatest complete multiple of one hundred pounds:

Provided that each elector shall be entitled to the greatest number of votes to which he is entitled either in respect of acreage or of rateable value.

(2) The elections shall be conducted in the manner provided in the rules set forth in the Fourth Schedule to this Act.

(3) Every Commissioner going out of office shall (subject to his remaining qualified) be eligible for re-election.

9. All votes at an election of Commissioners may be given either personally or by proxy and every proxy shall be appointed under the hand of the appointor but shall not be entitled to vote unless the instrument appointing him is in the case of the first election of the Commissioners produced to the returning officer at the meeting for the purpose of such election and in the case of any subsequent election deposited at the office of the Commissioners at least seven clear days before the date of the election at which such proxy proposes to vote but no person shall be appointed a proxy unless he is qualified as an elector or to be a Commissioner.

Proxies.

10. No elector shall be entitled to vote at an election of Commissioners unless he shall have paid all money due from him to the Commissioners on account of any rate authorised to be levied by this Act and which shall have been duly demanded.

Electors may not vote if rates not paid.

11. Any casual vacancy occurring in consequence of the death resignation or disqualification of a Commissioner shall be filled up by election held or made on a date fixed by the remaining Commissioners as soon as practicable after the occurrence of the vacancy in the manner provided by this Act in the case of the triennial elections of Commissioners and the Commissioner so elected shall hold office for the remainder of the period for which he would have held office if he had been elected at the last previous triennial election of Commissioners:

Casual vacancies.

Provided that nothing in this Act shall authorise or require an election to be held to fill a casual vacancy which occurs amongst the Commissioners within six months before the date fixed for the termination of the period of office of the said Commissioners and the vacancy shall be filled at the next triennial election.

A.D. 1914.
Meetings
and pro-
cedure.

12.—(1) The Commissioners shall on the first Monday in February after the date of the commencement of this Act and at least once (on such date as they may from time to time appoint) in each subsequent year hold a meeting for the transaction of general business.

(2) The Commissioners may in addition to such yearly meetings hold other meetings for the transaction of general or special business on such dates as they may from time to time appoint.

(3) The person who shall act as returning officer at the first election of the Commissioners shall fix the hour and place of the first meeting of the Commissioners to be held on the first Monday in February after the date of the commencement of this Act and shall give to each Commissioner elected at that election notice of such meeting and the clerk or chairman of the Commissioners shall give to each Commissioner notice of every other meeting of the Commissioners and each such notice shall state the place date and hour appointed for the meeting.

(4) All acts of the Commissioners or of any committee of the Commissioners or of any person acting as a Commissioner shall notwithstanding that it may be afterwards discovered that any person for the time being acting as a Commissioner was disqualified or otherwise disentitled to act as a Commissioner be as valid as if any such person had been duly qualified and entitled to act as a Commissioner.

(5) All meetings of the Commissioners shall (subject as aforesaid) be held at such place or places as the Commissioners may from time to time appoint.

(6) An extraordinary meeting shall be summoned by the clerk of the Commissioners when a requisition for that purpose is addressed to him in writing by the chairman of the Commissioners or by any three Commissioners.

At least two clear days' notice of any extraordinary meeting shall be given except in a case of emergency certified as such by the chairman or by any three Commissioners.

(7) At all meetings of the Commissioners three Commissioners shall constitute a quorum.

Chairman
and officers.

13. The Commissioners shall at their first meeting or at an adjournment thereof and thereafter as occasion requires appoint a chairman (who shall subject to the provisions of this

Act continue chairman for such period not exceeding three years as may be determined by the Commissioners at the time of his appointment) a treasurer a surveyor a clerk an auditor and such other officers and servants as they think requisite The Commissioners may pay their surveyor and other officers and servants such reasonable remuneration as they deem expedient and every such surveyor or other officer or servant shall be removable by the Commissioners at their pleasure. A.D. 1914.

If at any meeting of the Commissioners the chairman be not present one of the Commissioners present at such meeting shall be elected chairman of such meeting by a majority of the votes of the Commissioners present at such meeting.

14.—(1) The powers of the Commissioners under this Act shall include the right to do all or any of the following things (that is to say):— Powers and duties of Commissioners.

- (A) They may make or cause to be made from time to time all such surveys of the lands works and hereditaments forming any part of the Hesketh protected lands and the flood defences as they may think expedient;
- (B) They may continue in or upon pass or repass with or without horses or vehicles or on foot on or along such lands for all or any of the purposes of this Act without hindrance from any person whomsoever and without being deemed trespassers for so doing making always reasonable compensation to the owners and occupiers of any such lands for any damage thereby sustained such compensation to be ascertained and recovered in any court of competent jurisdiction;
- (C) They may from time to time as they shall consider or think necessary convenient or proper heighten alter extend enlarge support reconstruct restore repair and maintain the flood defences and do upon the flood defences and any lands of the Commissioners or any lands in respect of which they may have acquired the requisite rights or easements any works for the purpose of rendering the flood defences more efficient or of more effectually embanking draining preserving and improving the Hesketh protected lands; and
- (D) They may use or dispose of the materials of any works which may be taken down or removed or

A.D. 1914.

rendered unnecessary by any works executed by the Commissioners.

(2) The Commissioners shall as from the commencement of this Act be bound at the cost of the rates (but subject as hereinafter provided) to duly maintain the flood defences and works (whether existing at the commencement of or effected under the powers conferred by this Act) which or the site whereof may be vested in them by virtue of this Act.

(3) If and when an order of the Board of Agriculture and Fisheries shall have been obtained declaring that by reason of the erection of new outer flood defences and of sufficient provision having been made for the maintenance thereof the embankments or any part thereof forming part of the flood defences are no longer required the Commissioners shall cease to be bound to maintain the same or to levy any rate for that purpose under this Act.

Rating powers.

15. For the purpose of defraying any expenses incurred by them in the execution of their powers and the performance of their duties under this Act the Commissioners shall from time to time as occasion may require make by writing under their common seal and levy a rate or rates to be called "the Hesketh flood rates" on the Hesketh protected lands.

Form of assessment.

16. Any assessment made under the provisions of this Part of this Act shall be in the form specified in the Fifth Schedule to this Act or to the like effect.

Public notice of assessment of rates to be given.

17. Public notice of the time and place appointed for the payment of any rates by this Act authorised to be charged by the Commissioners shall be given by advertising the same at least twenty-one days before the time appointed for payment thereof in some newspaper usually circulating in the parish of Hesketh-with-Beaconsall.

Orders for rates.

18. The order for every rate made under the powers of this Act shall be entered in a book to be provided for that purpose and shall be sealed by the Commissioners and shall be open to the inspection of all persons rated or liable to be rated under this Act without fee or reward and every such rate shall be paid to such persons and at such times and places as the Commissioners shall order or direct.

19. The Commissioners may make any such rate as aforesaid prospectively in order to raise money to pay charges and expenses to be incurred thereafter or retrospectively in order to raise money to pay charges and expenses already incurred.

A.D. 1914.
Rates may be retrospective or prospective.

20. In determining the acreage of the lands in the occupation of any person for the purposes of this Act any lands in one occupation of less extent than one rood shall be deemed to be one rood and a fraction of a rood beyond a rood or an integral number of roods shall be deemed a rood.

Determination of acreage of lands.

21. The rateable value of any lands buildings or premises for the purpose of assessment to rate made under this Act shall be ascertained by the valuation list in force at the date at which such rate is made by the Commissioners or if there is no such list in force by the last rate made for the relief of the poor.

Ascertainment of rateable value.

22. The Commissioners may from time to time amend any rate made in pursuance of this Act by inserting therein the name of any person claiming and entitled to have his name inserted or by inserting the name of any person who ought to have been assessed or by striking out the name of any person who ought not to have been assessed or by raising or reducing the sum at which any person has been assessed if it appears to the Commissioners that he has been under-rated or over-rated or by making any other alteration which will make the rate conformable to the provisions of this Act and no such amendment shall be held to avoid the rate Provided that an amended rate shall not be payable by any person the amount of whose rate is increased by the amendment or whose name is thereby newly inserted until seven days after notice of the amendment has been given to him.

Rates may be amended.

23. The production of the books purporting to contain any rate or assessment made under this Act (if such rate or assessment bear the seal of the Commissioners of which no proof other than the production of the book shall be necessary) shall without any other evidence whatever be received as *primâ facie* evidence of the making and validity of the rates and assessments mentioned therein.

Evidence of rates.

24. Where the name of any owner or occupier liable to pay any rate under this Act is not known to the Commissioners it shall be sufficient to assess and designate him in notices and

Description of owner or occupier.

A.D. 1914. other documents as "the owner" or "the occupier" of the lands in respect of which he is rated or assessed without further description.

Tenants and occupiers to pay rates and to deduct them from rents.

25. Subject as hereinafter provided every tenant or occupier of any lands buildings or premises assessed or rated with or liable to any rate by this Act authorised is hereby required to pay all and every sum or sums of money as shall be from time to time assessed rated or charged on or for or in respect of such lands buildings or premises in his tenancy or occupation in respect of any such rate and shall be entitled to deduct from any rent at any time payable by him to the owner of such lands buildings or premises the amount so paid by him in respect of such rates:

Provided that—

- (A) No greater sum shall be recovered at any one time from any tenant or occupier (who is not at the same time the owner) than the amount of rent owing by him or which shall have accrued due from him subsequent to the service of a notice upon him to pay the rate but no tenant or occupier shall be entitled to the benefit of this proviso unless he shall on demand by the clerk or other person appointed by the Commissioners produce to him the receipt for the last payment of rent made by such tenant or occupier or if he shall not have paid any rent give true and full information to such clerk or other person as to the rent at which he holds and the times at which the same becomes payable and the amount of rent (if any) owing by him:
- (B) Nothing in this section contained shall prejudicially affect any existing tenancy or agreement (whether verbal or in writing) or be deemed to alter the incidence of burdens as between landlord and tenant under any such existing tenancy or agreement or operate to prevent or interfere with effect being given to any other provisions with respect to the payment of such sum or sums of money as aforesaid which may be contained in any future tenancy lease or agreement between the parties thereto:
- (C) If by reason of no rent being due or payable or for any other reason a tenant or occupier is not liable

to pay the rate then and in every such case the rate shall be demanded from and paid by the owner : A.D. 1914.

- (D) If the Commissioners in any special case consider that having regard to the cost or delay which would be involved in recovering a rate from a tenant or occupier it is expedient that the rate should be paid directly by the owner they may demand and recover payment from him as if he were the occupier.

26. Notice of every rate imposed by the Commissioners under this Act shall be given as soon as may be to every occupier liable to the rate and every such notice shall state the period for which the rate is to be levied the total amount payable and the time at which (not being less than twenty-one days from the date of the order imposing the rate) and the persons to whom payment is to be made. Demand
note.

27. When any lands buildings or premises in respect of which the occupier if such lands buildings or premises were occupied would be liable to pay any rate under the provisions of this Act shall be unoccupied at the time of making such rate the Commissioners may demand and recover the amount of such rate from the owner of such unoccupied lands buildings or premises and every such owner shall pay the amount of such rate. Owners of
unoccupied
property to
pay rate.

28. All rates under this Act may be enforced by the same remedies as if the same were district rates levied under the powers of the Public Health Act 1875 and as if the Commissioners were a local authority within the meaning of that Act or at the option of the Commissioners by an action in any court of competent jurisdiction. Recovery of
rates.

29. The Commissioners may if they think fit enter into any agreement or arrangement with an owner for the payment or composition of rates payable by his tenants and may allow discounts or rebates to any person liable to pay any rate made under the powers of this Act in consideration of prompt payment of such rate not exceeding in any case ten per centum of the amount of the rate Provided that all discounts or rebates shall be of equal amount under like circumstances to all persons liable to pay any such rate as aforesaid. Special
agreements
and dis-
count.

A.D. 1914.

Lands may
be let or
sold for pay-
ment of
rates.

30.—(1) If any rate by this Act authorised to be made shall be unpaid for the space of twelve months next after a judgment or order of the court for the payment thereof and the Commissioners are unable to recover the same by distress under the powers by this Act (by reference) conferred then and in every such case the Commissioners may for the purpose of raising and levying the amount of such rate after giving not less than twenty-eight days' previous notice in writing of their intention to the owner tenant or occupier of the lands buildings or premises assessed to the rate who is in default let by public auction to the best bidder so much of the said assessed lands buildings or premises as they shall judge sufficient for such term of years (not exceeding the interest of the person in default) at such rent and upon such terms and conditions as to them shall seem meet and the Commissioners shall apply the net rents arising therefrom in payment and discharge of all such rates as aforesaid and the costs charges and expenses of advertising and letting the lands buildings or premises as aforesaid and shall pay the balance (if any) to the reversioner owner or other person entitled to the same.

(2) If any rate by this Act authorised to be made shall be unpaid for the space of three years next after a judgment or order of the court for the payment thereof and the Commissioners are unable to recover the same by distress under the powers by this Act conferred then and in every such case the Commissioners (after giving not less than twenty-eight days' previous notice in writing to the owner tenant or occupier of the lands buildings or premises assessed to the rate who is in default) may sell by public auction such estate or interest as is hereinafter mentioned in so much of the said assessed lands buildings or premises as the Commissioners shall judge sufficient to raise such rate and the costs charges and expenses of advertising and selling the same and shall apply the net proceeds of sale in payment of such rate costs charges and expenses as aforesaid and shall pay the balance (if any) to the former owner or other person entitled thereto The Commissioners may by writing under their common seal convey and assure the said lands buildings or premises (for such estate or interest as the person in default would have had power to convey) to any person who shall become the purchaser thereof his heirs and assigns or to such uses or upon such trusts as he may direct

and such writing or conveyance shall be as good and effectual in law to all intents and purposes whatsoever as if the person in default had executed the same.

A.D. 1914.

(3) The lands buildings or premises so let or sold as aforesaid shall be and remain subject to the payment of all such rates as shall be theretofore laid and assessed thereon and become due for the same by virtue of this Act and to all such other rates as the same were subject to previous to such letting or sale (except the rates for the recovery of which the same shall be sold as aforesaid).

(4) In all cases where any lands buildings or premises shall be let by the Commissioners under the powers of this section for raising any rates due for the same the reversion expectant on any such lease shall (subject to the payment of the said rates and all expenses incurred by the Commissioners or their collectors receivers or agents in and about the letting of the same and in and about the recovery of such rates which expenses the Commissioners or their collectors receivers or agents are hereby authorised and required to deduct and retain out of the rents arising and received from or in respect of such lands buildings or premises as if the reversion were vested in the Commissioners) remain vested in the owner of the said lands buildings and premises and other the parties (if any) interested therein in like manner as if the same had been let by him or them.

31. The Commissioners may borrow on mortgage on the rates any sums not exceeding in the whole the sum of ten thousand pounds.

Commis-
sioners may
borrow.

32. The Commissioners may (except as hereinafter provided) re-borrow for the purpose of paying off any money borrowed or re-borrowed under this Act which have not been repaid and are intended to be forthwith repaid or in respect of any money which has been repaid by the temporary application of the funds at the disposal of the Commissioners within twelve months before the re-borrowing and which at the time of the repayment it was intended to re-borrow Provided that any money re-borrowed shall be deemed to form the same loan as the money for the repayment of which the re-borrowing has been made and shall be repaid on or before the expiration of the period within which the original loan would have been repayable.

Power to
re-borrow.

A.D. 1914.

As to repay-
ment of bor-
rowed
money.

33. All money borrowed by the Commissioners under the authority of this Act shall be paid off within thirty years from the date or respective dates of borrowing the same unless the High Court shall by order made on the application of the Commissioners before the loan is effected authorise the same to be paid off after the expiration of a longer period.

Mode of
payment off
of money
borrowed.

34. The Commissioners shall pay off all money borrowed by them on mortgage under the powers of this Act by equal yearly or half-yearly instalments of principal or of principal and interest combined and the payments of the first instalment shall be made within twelve months if by yearly repayments or within six months if by half-yearly repayments from the time of borrowing the sum in respect of which the payment is made.

Appoint-
ment of
receiver.

35.—(1) Any mortgagee of the Commissioners by virtue of this Act may enforce the payment of arrears of interest or of principal or of principal and interest by the appointment of a receiver provided that such payment is at least six months in arrear.

The amount of arrears of principal due to such mortgagee or in the case of a joint application by two or more mortgagees to such mortgagees collectively sufficient to authorise the appointment of a receiver shall not be less than one thousand pounds in the whole.

(2) The application for the appointment of a receiver shall be made to the High Court.

Mortgagees
may levy
rates in cer-
tain events.

36. In case the Commissioners at any time while any money shall remain due on any mortgage made under the powers of this Act neglect or refuse to exercise all or any of the powers by this Act given to them for raising rates so as to meet and provide for the payment of the principal money or interest due on any such mortgage or any part thereof according to the terms of such mortgage then and in every such case the mortgagees under such mortgage or any of them their executors or administrators and assigns respectively for the purpose of obtaining and enforcing the payment of interest or the repayment of principal money due on any such mortgage (as the case may require) shall have and may exercise (so far as regards the rates included in their respective mortgages) the same or the like powers rights and remedies for assessing rating and charging the Hesketh protected lands and for collecting receiving

and enforcing the rates so assessed as are by this Act and the Acts incorporated with this Act given to the Commissioners for the like purposes. A.D. 1914.

37. All money to be received from the rates authorised by this Act and the general revenue of the Commissioners shall be applied as follows:— Application
of rates.

First In paying the expenses of management and of maintaining repairing restoring and replacing the flood defences:

Secondly In paying the interest of all money borrowed on the credit of the rates by this Act authorised to be levied:

Thirdly In paying at their due date any instalments of the principal of the money so borrowed as aforesaid:

Fourthly In improving the flood defences:

Fifthly In paying off the balance of the principal of the money so borrowed as aforesaid in such order as the Commissioners shall think proper.

38. A person lending money to the Commissioners shall not be bound to inquire whether the money is wanted or more than is wanted is raised or as to the observance by the Commissioners of any of the provisions of this 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. Protection
of lenders
from inquiry.

39. The Commissioners shall not be bound to see to the execution of any trust whether express or implied or constructive to which any loan or security for a loan given by them under the authority of this Act may be subject but the receipt of the person in whose name any loan or security for loan stands in the register of mortgages shall from time to time be a sufficient discharge to the Commissioners in respect thereof notwithstanding any trusts to which such loan or security may be subject and whether or not the Commissioners have had express or implied notice of any such trust or of any charge or incumbrance upon or transfer of such loan or security or any part thereof or interest thereon not entered on their register and the Commissioners shall not be bound to see to the application of the money paid on any such receipt or be answerable or accountable for any loss misapplication or non-application of any such money. Commis-
sioners not
to regard
trusts.

A.D. 1914.

Power to
promote and
oppose Bills
&c.

40. The Commissioners shall have power to promote or oppose Provisional Orders and Bills in Parliament and to take Parliamentary proceedings and to enter into and make the necessary preparatory arrangements therefor in matters which in the opinion of the Commissioners are connected with the purposes of this Act.

Power to
acquire land
by agree-
ment.

41. The Commissioners may in addition to the lands by this Act vested in them from time to time for the purposes of any of their powers and duties under this Act acquire purchase take on lease or exchange (by agreement but not otherwise) and hold any lands not exceeding in the whole fifty acres or any easements or rights over or in land but nothing in this Act shall exempt the Commissioners from any indictment action or other proceedings for nuisance in the event of any nuisance being caused or permitted by them upon any lands so acquired purchased taken on lease or taken in exchange.

Power to
deal with
land &c.

42.—(1) The Commissioners shall have full power to manage any land for the time being vested in them and to erect make or permit the erection or making of any buildings roads or other works through or thereon and to manage alter and enlarge any buildings roads or works for the time being vested in them.

(2) The Commissioners may from time to time sell lease let exchange or otherwise dispose of in such manner and for such consideration and purpose and on such terms and conditions and subject to such reservations as they think fit and in case of sale either in consideration of the execution of works or of the payment of a gross sum or of an annual rent or of any payment in any other form any lands or any interest in any lands for the time being belonging to them and not required for the purposes of any of their powers or duties and may sell and exchange and dispose of any rents reserved on the sale exchange lease or disposition of such lands and may make do and execute any deed act or thing proper for effectuating any such sale lease exchange or other disposition and on any exchange may give or take any money for equality of exchange and may enter into or accept the benefit of or release or waive any restrictive or other covenants.

Application
of proceeds
of sale &c.

43. Except in the case of the sale or letting of lands under the provisions of the section of this Act of which the marginal note is "Lands may be let or sold for payment of rates"—

(A) All capital money received by the Commissioners on any sale disposition or exchange of lands held for the

purposes of or in connection with the flood defences and all fines and premiums received by them on the grant or renewal of any lease of any such lands shall be applied in or towards the repayment of any money borrowed by the Commissioners for the purposes in connection with which they hold or held such lands and for the time being owing and if there shall be no such money owing such proceeds of sale disposition or exchange fines and premiums shall be applied by the Commissioners to such purposes as the Commissioners may think fit (being in all cases purposes to which capital money is properly applicable) in connection with the performance of such of their powers and duties as relate to the purposes in connection with which they hold or held such lands and in the meantime may be invested in any investments for the time being authorised by law as investments for trust money :

- (B) All rents annual payments or money received by the Commissioners on revenue account from or in respect of the sale or letting of lands forming part of or held by the Commissioners in connection with or for the purposes of the flood defences shall be applied in or towards the payment of interest on money borrowed by the Commissioners for the purposes in connection with which they hold or held such lands and for the time being owing and if there shall be no such money owing then in such manner and to such purposes as the Commissioners may think fit (being in all cases purposes to which such money received on revenue account is properly applicable) in connection with the performance of such of their powers and duties as relate to the purposes in connection with which they hold or held such lands.

44. The Commissioners may (without prejudice to any rights of pasturage reserved by this Act) either let by public auction or private contract the grass and herbage growing and accruing in or upon any of the flood defences or other ground belonging to or vested in the Commissioners under the powers of this Act to any persons willing to take the same for such term as they may think fit and at the best rents obtainable having regard to all

Power to
lease herb-
age.

A.D. 1914. — the circumstances of the case and with under and subject to such conditions covenants provisions and agreements as may be agreed upon between the Commissioners and such persons.

Certain offences in relation to flood defences.

45.—(1) If any person shall—

(A) Injure the flood defences or any other works of the Commissioners; or

(B) By any other act endanger the security of the flood defences or other works of the Commissioners;

such person shall be liable to a penalty not exceeding five pounds and if any act contravening the provisions of this section results in injury to the flood defences or other works of the Commissioners they may themselves execute any works necessary for repairing such injury and the expenses attending such works shall be reimbursed to the Commissioners by the person having caused such injury or obstruction.

(2) Every person who shall at any time obstruct the Commissioners or any person employed by them in the performance of anything which they are empowered to do in reference to the flood defences shall be liable on conviction to a penalty not exceeding five pounds for every such offence.

Recovery of penalties &c.

46. All penalties forfeitures charges and expenses imposed or recoverable under this Act may (unless otherwise in this Act expressly provided) be recovered summarily before a court of summary jurisdiction in manner provided by the Summary Jurisdiction Acts provided that costs charges or expenses except such as are recoverable along with a penalty shall not be recovered as penalties but may be recovered summarily as civil debts.

Service of notices &c.

47. Notices orders summonses or any other documents required or authorised to be served under this Act by the Commissioners may be served by post or by delivering the same to or at the residence of the person to whom they are respectively addressed or where addressed to the owner or occupier of premises by delivering the same or a true copy thereof to some person on the premises or if there is no person on the premises who can be served by fixing the same on some conspicuous part of the premises.

Recovery of demands.

48. Proceedings for the recovery of any demand made under the authority of this Act or of any incorporated enactment whether provision is or is not made for the recovery in any specified court

or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

A.D. 1914.

49. Except as by this Act expressly provided nothing in this Act contained shall authorise the Commissioners to do by or in connection with the flood defences any work act or thing which may interfere with any drainage district or prejudicially affect any banks works watercourses rights interests or liabilities outside the Hesketh protected lands.

For protec-
tion of other
districts.

PART III.

PROVISIONS RELATING TO THE HESKETH SETTLED ESTATE.

50.—(1) As from the commencement of this Act the flood defences shall be and the same are (subject to the reservations contained in this section) hereby vested in the Commissioners in fee simple in possession free from the incumbrances and tenancies mentioned in the First Second and Third Schedules to this Act and from all the limitations trusts powers and provisions of the settlement and thereupon the right of management and control thereof shall devolve upon and be exerciseable by the Commissioners for the purposes of this Act.

Flood
defences
vested in
Commis-
sioners.

(2) The following rights powers and privileges are hereby excepted and reserved to the owners and occupiers of the Hesketh Out Marsh shown on the signed plan and their respective incumbrancers (namely):—

(A) A right in perpetuity of pasturage or grazing over and along the banks forming part of the flood defences such right to be exercised in like manner and with the like modes of access as if the flood defences had not been vested in the Commissioners save that any damages which may be caused to the flood defences by reason of the exercise of such right shall on the demand of the Commissioners be forthwith made good to their satisfaction at the expense of the person whose cattle sheep or animals have caused the damage:

(B) Rights of way in perpetuity at all times and for all purposes over the flood defences at the points marked "A" "B" "C" "D" "E" "F" "G" "H" "K" and

A.D. 1914.
—

“L” on the signed plan whether or not in continuation of the roads coloured brown on that plan with full power to make improve maintain and repair the roads over the flood defences at the points aforesaid provided that any damages thereby caused to the flood defences be forthwith made good to the satisfaction of the Commissioners :

- (c) Full right in perpetuity to use the existing culverts or drains within or under or forming part of the flood defences for the purpose of draining the Hesketh Out Marsh with full power to cleanse repair widen or enlarge any of the said culverts or drains provided that flood-gates approved by the Commissioners shall be erected or left in the flood defences in connection with each of the said culverts and drains to the satisfaction of the Commissioners :
- (d) Power at any time to tunnel make maintain and use in perpetuity additional culverts and drains under the flood defences in connection with the drainage of the Hesketh protected lands and the Hesketh Out Marsh shown on the signed plan provided that flood gates approved by the Commissioners shall be erected in the flood defences in connection with each additional culvert or drain to the satisfaction of the Commissioners :
- (e) If and when banks or new outer flood defences shall have been erected on the Hesketh Out Marsh and provision made for the maintenance of the same so as to protect the Hesketh protected lands to the satisfaction of the Commissioners power with the consent of the Commissioners (such consent not to be unreasonably withheld) to make cuttings through the banks of the flood defences and make maintain and use roads in perpetuity through such cuttings for the purpose of connecting the Hesketh Out Marsh or the part thereof protected by the new flood defences with the Hesketh protected lands :

Provided that if any dispute shall arise as to whether the Commissioners have unreasonably refused to give such consent the dispute shall be submitted to a single arbitrator (pursuant to the

Arbitration Act 1889) whose decision shall be final and the arbitrator shall have power to decide by whom or in what proportion the costs of the arbitration are to be borne. A.D. 1914.

(3) The rights powers and privileges reserved by this section shall so far as practicable be annexed and enjoyed as appurtenant to the parts of the Hesketh Out Marsh and other lands on the outer side of the flood defences (being lands now subject to the limitations of the settlement) which adjoin the flood defences or the parts thereof affected thereby and shall remain and be to such uses as may be requisite for giving effect to the rights of the incumbrancers and tenants of such lands and subject thereto the same or the equity of redemption therein shall go to the uses which under the settlement would have affected those rights powers and privileges if they had been acquired with capital money arising under the settlement.

(4) No rate made under this Act shall (save as hereinafter provided) be applied in making good any damage to the flood defences caused by reason of the exercise of any right or privilege reserved by this section but such damage shall be made good by the person exercising the right or privilege to the satisfaction of the Commissioners :

Provided nevertheless that the Commissioners shall have exclusive control over all flood-gates and shall repair and maintain the same out of the rates but may recover the cost of making good any damage caused by the exercise of any right or privilege reserved by this section from the person exercising the same.

51. Saving always to the King's most Excellent Majesty His heirs and successors and to every other person and body politic or corporate and their respective heirs and successors executors and administrators (other than and except only the several persons who by this Act are expressly excepted out of this general saving) all such estate right title interest claim and demand whatsoever of in to or out of the Hesketh protected lands flood defences and any other hereditaments affected by this Part of this Act and any and every part of such hereditaments as they every and any of them respectively would have held or enjoyed or been entitled to if this Part of this Act had not been passed. Saving clause.

52. The following persons and their respective executors administrators and assigns and all persons who now derive or Exceptions from saving clause.

A.D. 1914. — claim or may hereafter derive or claim title under them or in trust for them or any of them or under the exercise of any power or powers given to them or any of them by the settlement or the contemporaneous trust deed are excepted out of the general saving in this Act contained and are accordingly the only persons bound by the provisions of this Part of this Act (that is to say):—

- (1) The present trustees and others or other the respective trustees or trustee for the time being of the settlement of the said term of ninety-nine years and of the contemporaneous trust deed:
- (2) Sir Thomas the heirs of his body and his own right heirs:
- (3) Mr. Hesketh:
- (4) Thomas Sharon Fermor-Hesketh and the heirs of his body:
- (5) Louise Fermor-Hesketh and the heirs of her body:
- (6) Florence Breckinridge Fermor-Hesketh and the heirs of her body:
- (7) Any other children of Mr. Hesketh who may hereafter be born and the heirs of their respective bodies:
- (8) Frederick Fermor-Hesketh (if living):
- (9) Any children of the said Frederick Fermor-Hesketh (whether born or to be born) and the heirs of their respective bodies:
- (10) Any other children of Sir Thomas who may hereafter be born and the heirs of their respective bodies:
- (11) Any issue of Sir Thomas in whose favour he may exercise the power of appointment conferred on him by the settlement:
- (12) Lady Hesketh:
- (13) Any person in whose favour Sir Thomas and Mr. Hesketh may exercise the joint power of appointment conferred on them by the appointment of 1911:
- (14) Florence Louise Fermor-Hesketh and any future wife of Mr. Hesketh:
- (15) Any present or future wife or widow of the said Frederick Fermor-Hesketh:

(16) The Royal Insurance Company Limited:

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(17) { Lucy Jane Wilson:
Joanna Margaret Helena Wilson:
Elizabeth Anne Wilson:
Ada Maria Neville-Rolfe:

(18) { Henry Francis Wilson:
James Henry Worthington Pedder:

(19) The Manchester and Liverpool District Banking Company Limited:

(20) The several tenants mentioned or referred to in the Third Schedule to this Act:

(21) All other tenants and occupiers (if any) of the Hesketh protected lands and all other persons (if any) born or to be born claiming by through or under the settlement or under the contemporaneous trust deed or by through or under any of the incumbrances mentioned in the First and Second Schedules to this Act.

53. This Act shall not be a public Act but shall be printed by the several printers to the King's most Excellent Majesty duly authorised to print the Statutes of the United Kingdom and a copy thereof so printed by any of them shall be admitted as evidence by all judges justices and others.

Act not to
be a public
Act.

A.D. 1914. The SCHEDULES referred to in the foregoing Act.THE FIRST SCHEDULE.

PARTICULARS OF INCUMBRANCES SUBSISTING AT THE DATE OF THE SETTLEMENT WHICH WERE CHARGED ON THAT PART OF THE HESKETH PROTECTED LANDS AND THE FLOOD DEFENCES ORIGINALLY INCLUDED IN THE SETTLEMENT AND ON OTHER HEREDITAMENTS.

No.	Date.	Parties.	Nature of Instrument or Statement of Fact.
1	4th Febr'y. 1862.	1. Sir Thomas George Hesketh (5th Baronet since deceased). 2. William Shawe.	An indenture or mortgage of this date of the fee simple of part of the Hesketh protected lands and the flood defences to secure payment to William Shawe of the principal sum of £5,000 and interest.
	27th Sept. 1862.	- - - - -	Will of William Shawe of this date devising his mortgage estates to Townley Rigby Knowles Joseph Briggs Dickson and Henry Jennings and appointing the same persons to be his executors.
	24 April 1863.	- - - - -	Henry Jennings died.
	20th Jan'y. 1872.	- - - - -	William Shawe died.
	22nd Febr'y. 1872.	- - - - -	The said will (with two codicils not affecting the appointment of executors or devise of mortgage estates) was proved in the Lancaster District Probate Registry by Townley Rigby Knowles and Joseph Briggs Dickson.
	23rd Nov. 1886.	- - - - -	Townley Rigby Knowles died.
	23rd May 1887.	1. Joseph Briggs Dickson. 2. Townley Rigby Knowles (Junior).	An indenture of transfer of this date of the above-mentioned mortgage debt and the securities for the same to Townley Rigby Knowles (Junior).
	16th Jan. 1890.	1. Townley Rigby Knowles (Junior). 2. Charles Denison Pedder Edward Wilson and Catherine Smith.	An indenture of transfer of this date of the above-mentioned mortgage debt and the securities for the same to the parties thereto of the second part on a joint account.
	22nd March 1895.	- - - - -	Catherine Smith died.

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No.	Date.	Parties.	Nature of Instrument or Statement of Fact.
	7th Sept. 1895.	1. Charles Denison Pedder and Edward Wilson. 2. Lucy Jane Wilson Joanna Margaret Helena Wilson Elizabeth Anne Wilson and Ada Maria Neville-Rolfe.	An indenture of transfer of this date of the above-mentioned mortgage debt and the securities for the same to the parties thereto of the second part.
2	1st March 1877.	1. Sir Thomas - - - 2. The Royal Insurance Company Limited.	Ten several indentures of mortgage or further charge of these dates affecting the fee simple of other parts of the Hesketh protected lands and flood defences to secure payment to the Royal Insurance Company Limited of the total principal sum of £235,000 and interest.
3	11th Aug. 1877.		
4	29th Oct. 1877.		
5	6th Aug. 1878.		
6	19th Nov. 1878.		
7	17th Dec. 1879.		
8	8th Sept. 1880.		
9	20th Dec. 1881.		
10	25th May 1883.		
11	16th Sept. 1885.		
	.		
12	20th Dec. 1871.	1. Sir Thomas George Fermor-Hesketh (5th Baronet since deceased). 2. Edward Wilson and Ralph Crie Clayton.	An indenture of mortgage of this date affecting the fee simple of parts of the Hesketh protected lands (subject as to part to the mortgage numbered 1 in this schedule) to secure the payment of the principal sum of £2,000 and interest to the parties thereto of the second part.
	31st Dec. 1872.	1. Edward Wilson and Ralph Crie Clayton. 2. William Hornby and Edward Wilson.	An indenture of transfer of this date of the last above-mentioned mortgage debt and the securities for the same to the parties thereto of the second part.
	30th April 1897.	1. William Hornby and Edward Wilson. 2. Anna Cecilia Dillon Massy Westropp.	An indenture of transfer of this date of the last above-mentioned mortgage debt and the securities for the same to Anna Cecilia Dillon Massy Westropp.

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No.	Date.	Parties.	Nature of Instrument or Statement of Fact.
	2nd April 1906.	- - - - -	An acknowledgment by Anna Cecilia Dillon Massy Westropp that she had received the principal sum of £2,000 and all interest thereon secured by the mortgage numbered 12 in this schedule was endorsed thereon.
13	20th Nov. 1885.	1. Sir Thomas - - - 2. Thomas Potter Norris Richard Hodgson and James Eckersley.	An indenture of mortgage of this date (by way of collateral security) of the fee simple of part of the Hesketh protected lands to secure payment of the principal sum of £4,000 and interest to the parties thereto of the second part.
	14th March 1895.	- - - - -	Richard Hodgson died.
	7th Aug. 1902.	1. Thomas Potter Norris and James Eckersley. 2. Sir Thomas - - - 3. Lawrence Rawstone and Edward Wilson.	An indenture of reconveyance of this date of all the hereditaments comprised in the last-mentioned mortgage to the uses of the settlement.
14	21st Aug. 1884.	1. Sir Thomas - - -	Indentures of mortgage and further charge of these dates respectively affecting the fee simple of part of the Hesketh protected lands to secure the payment of the total principal sum of £30,393 6s. 8d. and interest to the parties thereto of the second part on a joint account.
15	20th Nov. 1885.	2. Edward Wilson William Bryham Roper and Henry Francis Wilson.	
16	5th Jan. 1886.	1. Sir Thomas - - - 2. John Hargreaves and Henry Lowndes Wright.	An indenture of mortgage of this date affecting the fee simple of part of the Hesketh protected lands to secure the payment of the principal sum of £15,000 and interest to the parties thereto of the second part.
	5th June 1888.	1. John Hargreaves and Henry Lowndes Wright. 2. Sir Thomas - - - 3. Lawrence Rawstone and Edward Wilson. 4. Edward Wilson William Bryham Roper and Henry Francis Wilson.	An indenture of transfer of this date of the last-mentioned mortgage debt (then reduced to £13,000) and the securities for the same to the parties thereto of the fourth part on a joint account.
	8th March 1908.	- - - - -	William Bryham Roper died.
	5th Nov. 1908.	- - - - -	Edward Wilson died.
	25th Jan. 1910.	1. Henry Francis Wilson 2. Lawrence Rawstone 3. Henry Lowndes Wright and Henry Francis Wilson.	An indenture of release of this date of that part of the Hesketh protected lands comprised in the mortgages numbered 14 to 16 inclusive in this schedule from all principal money and interest thereby respectively secured.

THE SECOND SCHEDULE.

A.D. 1914.

PARTICULARS OF INCUMBRANCES CREATED BY THE TRUSTEES OR TRUSTEE FOR THE TIME BEING OF THE SETTLEMENT ON THE HESKETH PROTECTED LANDS AND THE FLOOD DEFENCES OR PART THEREOF UNDER THE POWERS CONFERRED ON THEM OR HIM BY THE SETTLEMENT.

No.	Date.	Parties.	Nature of Instrument or Statement of Fact.
1	19th May 1898.	1. Lawrence Rawstone and Edward Wilson. 2. Sir Thomas - - - 3. Margaret Heyes Davies Arthur Knowles Davies and George Reynolds Davies.	An indenture of mortgage of this date of the hereditaments comprised in the conveyance of 1898 to secure the payment of the principal sum of £2,000 and interest to the parties thereto of the third part.
	18th June 1901.	1. Margaret Heyes Davies Arthur Knowles Davies and George Reynolds Davies. 2. Edward Wilson William Bryham Roper and Henry Francis Wilson.	An indenture of transfer of the above-mentioned mortgage debt (then reduced to £1,850) and of the securities for the same (except as hereinafter mentioned) to the parties thereto of the second part. <i>Note.</i> —A small part of the land comprised in this mortgage had been released therefrom by an indenture of conveyance dated the 15th day of December 1899.
	22nd May 1905.	1. Edward Wilson William Bryham Roper and Henry Francis Wilson. 2. Henry Francis Wilson and James Henry Worthington Pedder.	An indenture of transfer of this date of the above-mentioned mortgage debt and the securities for the same (except as aforesaid) to the parties thereto of the second part. This mortgage debt has at the date of the passing of this Act been reduced to £1,300.
2	20th May 1907.	1. Lawrence Rawstone and Edward Wilson. 2. Sir Thomas - - - 3. The Lancaster Banking Company Limited.	An indenture of mortgage of this date of all the hereditaments then subject to the limitations of the settlement to secure the payment of the principal sum of £20,000 and interest to the Lancaster Banking Company Limited.
3	5th May 1914.	1. The Lancaster Banking Company Limited (in voluntary liquidation). 2. Herbert Catterall (the liquidator of the Lancaster Banking Company Limited). 3. The Manchester and Liverpool District Banking Company Limited.	An indenture of transfer of the above-mentioned mortgage debt (then reduced to £18,000) and of the securities for the same.

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No.	Date.	Parties.	Nature of Instrument or Statement of Fact.
4	26th Jan. 1910.	1. Lawrence Rawstorne 2. Sir Thomas and Mr. Hesketh.	An indenture of mortgage of this date of all the hereditaments then subject to the limitations of the settlement to secure the payment of the principal sum of £3,343 6s. 8d. and interest to Sir Thomas and Mr. Hesketh on a joint account.
5	26th Jan. 1910.	1. Lawrence Rawstorne 2. Sir Thomas and Mr. Hesketh.	An indenture of mortgage of this date of all the last-mentioned hereditaments to secure the payment of the principal sum of £19,000 and interest to Sir Thomas and Mr. Hesketh on a joint account.
6	26th Jan. 1910.	1. Lawrence Rawstorne 2. Sir Thomas and Mr. Hesketh.	An indenture of mortgage of this date of all the last-mentioned hereditaments to secure the payment of the principal sum of £23,193 3s. 4d. to Sir Thomas and Mr. Hesketh on a joint account.

THE THIRD SCHEDULE.

FIRST PART.

PARTICULARS OF VERBAL YEARLY TENANCIES AFFECTING PARTS OF THE HESKETH PROTECTED LANDS AND THE FLOOD DEFENCES.

No. on 25-inch Ordnance Survey Edition 1893.	Area.			Tenant.	Yearly Rent or Apportioned Rent.		
	A.	R.	P.		£	s.	d.
Pt. 1 - - -	0	0	16	The personal representatives of James Ball.	0	1	0
1 2 16 Pt. 11 15 -	45	0	2	William Buck - - -	135	0	9
304 305 278 - -	47	2	15	Hugh Buck - - -	142	15	7
Pt. 239 238 252 269 -	56	0	12	William Cookson - - -	161	0	0
306 307 372 369 310 -	83	2	5	Peter Cookson - - -	238	0	0
3 14 Pt. 11 13 50 42 53.	102	0	35	Deacon Brothers - - -	288	7	6
276 Pt. 275A 280 303 312 313.	82	0	18	Robert Edmondson - - -	229	0	0
46 - - -	25	3	12	William Edmondson - - -	78	4	6
245 267 272 Pt. 228 -	72	2	31	Hornby Brothers - - -	218	4	9
294 295 - - -	36	3	12	John Hull - - -	110	19	7
8 8A Pt. 10 43 36 -	54	1	0	James Iddon - - -	162	15	0

A.D. 1914.

No. on 25-inch Ordnance Survey Edition 1893.	Area.			Tenant.	Yearly Rent or Apportioned Rent.
	A.	R.	P.		
12 9 Pt. 10 Pt. 11 23 Pt. 60.	61	1	29	Samuel Iddon - - -	£ 184 s. 5 d. 10
4 Pt. 10 and Pt. 11 6 7 26 49.	81	0	23	Thomas Iddon - - -	243 8 7
242 260 262 261 265 274 273 282.	57	3	6	Richard Rimmer - - -	166 5 0
246 257 271 297 -	70	1	37	David Rimmer - - -	211 8 10
237 253 230 47 Pt. 61	83	3	19	Nicholas Taylor - - -	251 12 1
232 28 27 38 37 Pt. 56 and Pt. 60.	84	0	25	William Topping - - -	252 5 5
231 254 31 32 Pt. 34 48 44 Pt. 56 55 57.	148	2	16	Ralph Whitehead - - -	371 9 11
Pt. 226 - - -	11	2	27	John Taylor - - -	32 0 0
Pt. 34 - - -	4	0	0	John Baxter - - -	10 0 0
Pt. 34 - - -	8	0	0	James Coulton - - -	20 0 0
264 275 299 296 320 -	103	3	13	Isabella Whiteside and Son -	290 10 0
250 256 268 249 -	45	2	23	Richard Wignall - - -	132 8 0
21 - - -	30	0	26	Cuthbert Blundell Hollinshead Blundell.	105 0 0
243 266 283 263 281 301.	113	1	39	James Sutton - - -	340 9 7

SECOND PART.

PARTICULARS OF YEARLY TENANCY AGREEMENTS AFFECTING PART
OF THE HESKETH PROTECTED LANDS AND THE FLOOD
DEFENCES.

No. on 25-inch Ordnance Survey Edition 1893.	Area.			Tenant.	Date of Agreement.	Yearly Rent or Apportioned Rent.
	A.	R.	P.			
45	3	0	0	William Hamilton - - -	2nd February 1912.	£ 10 s. 10 d. 0
	2	0	0	Enoch Rimmer - - -	Do. -	7 0 0
	4	0	0	Thomas Watkinson - - -	Do. -	14 0 0
	1	0	0	Nicholas Leadbetter - - -	Do. -	3 10 0
	2	0	0	Richard Ball - - -	Do. -	7 0 0
	2	0	0	John Hodson - - -	Do. -	7 0 0
	0	1	0	William Binson - - -	Do. -	0 17 6
	1	0	0	John Baxter - - -	Do. -	3 10 0
	1	0	0	William Coulton (Senior) -	Do. -	3 10 0
	2	0	0	Henry Baxter - - -	Do. -	7 0 0
	1	0	0	Edward Sharples - - -	Do. -	3 10 0
	2	0	0	William Coulton (Junior) -	Do. -	7 0 0
	3	0	0	John Miller - - -	Do. -	10 10 0
	1	0	0	John Cookson - - -	Do. -	3 10 0

[CH. 3.] *Hesketh Estate (Flood Defences)* [4 & 5 GEO. 5.]
Act, 1914.

A.D. 1914.

No. on 25-inch Ordnance Survey Edition 1893.	Area.			Tenant.	Date of Agreement.	Yearly Rent or Apportioned Rent.		
	A.	R.	P.			£	s.	d.
Pt. 228	5	3	16½	James Sharples - - -	2nd February 1912.	20	9	9
„	5	3	16½	James Coulton - - -	Do. -	20	9	9
286	21	3	0	Robert Newsham - - - Cuthbert Blundell Hollins- head Blundell (shooting tenant over the Hesketh protected lands and flood defences).	22nd June 1912 26th February 1907.	65	5	0
						175	0	0

THE FOURTH SCHEDULE.

RULES AS TO ELECTION OF COMMISSIONERS.

1. At the first election of Commissioners some person appointed by the Board of Agriculture and Fisheries and at each subsequent election of Commissioners the chairman of the Commissioners of the previous year or some person appointed by him shall be the returning officer.

2. If at any time from any default of such chairman as aforesaid or from any reason there is no returning officer or such returning officer is unwilling or unable to act the Board of Agriculture and Fisheries may on the application of the Commissioners appoint a returning officer.

3. The elections of new elected members subsequent to the first election shall take place on the first day of January in each succeeding third year.

4. On every occasion of the election of Commissioners the returning officer shall convene a meeting of the electors for the purpose of such election and shall give notice of such meeting and of the time and place at which it is to be held by advertisement in some one or more newspapers circulating in the parish of Hesketh-with-Beaconsall and on every occasion after the occasion of the first such election by causing a copy of such notice to be affixed to the outer door of the principal office of the Commissioners.

5. The returning officer shall preside and regulate the proceedings at such meeting.

6. At such meeting as aforesaid any person or persons qualified pursuant to this Act for election may if he or they consent thereto be nominated by any elector and seconded by any other elector as an elected member or elected members of the Commissioners.

7. If more candidates are proposed than the number to be elected a poll may be demanded and shall be taken in manner hereinafter mentioned but if not or if no poll is demanded a declaration by the returning officer that the candidates are elected Commissioners shall be evidence of the fact.

8. When a poll is demanded the returning officer shall direct the same to be taken at such place or places within the parish of Hesketh-with-Becconsall on such day not exceeding three clear days from the day appointed for the election as he may determine.

9. In case of an equality of votes between any two or more candidates the returning officer shall decide by lot the candidate or candidates to be elected.

10. The poll shall be opened at nine o'clock in the forenoon of the day appointed for that purpose and shall close at four o'clock in the afternoon of the same day except in the case of disturbance when the closing of the same may take place at such time as the returning officer directs.

11. The returning officer shall cause to be entered in the polling books the name and address of every voter and the manner in which he votes.

12. At the close of the poll the returning officer shall sum up the votes and as soon as possible publish the names of the candidates elected as herein mentioned:—

(A) By advertisement in some one or more newspaper or newspapers circulated in the parish of Hesketh-with-Becconsall :

(B) By in the case of the first election affixing a list of such candidates in some public place in the parish of Hesketh-with-Becconsall which he shall select and in the case of subsequent elections by affixing the list of such candidates to the outer door of the principal office of the Commissioners.

13. Whenever any day appointed for any purpose happens to be a Sunday or bank or other public holiday the business so appointed to be done shall take place on the Monday following the Sunday or the next day after the bank or other holiday not being a Sunday or public holiday.

A.D. 1914.

THE FIFTH SCHEDULE.

FORM OF ASSESSMENT TO RATE.

The Commissioners acting under the Hesketh Estate (Flood Defences) Act 1914 do hereby assess rate and charge the lands mentioned in the annexed book and in such book distinguished by the numbers by which the same lands are distinguished on the 25-inch Ordnance map of the parish of Hesketh-with-Becconsall and the respective owners and occupiers of the said lands whose names are mentioned in the several pages of the said book with the respective sums set down in the several pages of the said book against the names of such owners and occupiers and the Commissioners order and direct that the rate hereby imposed shall be paid to Mr. _____ the collector appointed by the Commissioners to receive the same at _____ on the day of _____ next between the hours of twelve noon and three in the afternoon of that day.

FORM OF RATING.

Occupier.	Owner.	Parish.	No. on Map.	Description.	Amount of Rate.

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