

ANNO SEPTIMO

GULIELMI IV. REGIS.

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CAP. XV.

An Act to discharge His Majesty's Manor and Demesne Lands at *Newark* in the County of *Nottingham* from any Costs of rebuilding or repairing *Trent* and *Markham* Bridges, and to charge the same on the other Hereditary Revenues of the Crown. [8th *June* 1837.]

WHEREAS His Majesty, in right of His Crown, is seised of the Manor and Demesne Lands of *Newark* in the County of *Nottingham*: And whereas it is alleged that the Owner of the said Manor and Demesne Lands is exclusively, or in conjunction with the Owner or Owners of other Lands, or with other Persons, Bodies Corporate, Collegiate, or Ecclesiastical, liable to repair or rebuild a certain Bridge over the River *Trent* called "*Trent Bridge*," and a certain Bridge over the River *Devon* called "*Markham Bridge*," both situate at or near *Newark*: And whereas certain Parts of the said Demesne Lands and Hereditaments have been lately sold by the Commissioners of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings, under the Authority of the Commissioners of His Majesty's Treasury; and by one of the Conditions under which the same Demesne Lands and Hereditaments were sold it was stipulated that the Hereditaments sold should be exonerated from such alleged Liability to repair and maintain the said Bridges: And whereas it is expedient that the said Manor, and all and singular the Demesne Lands

and Possessions now or late of His Majesty at *Newark* aforesaid, or elsewhere within the said Manor, should be discharged from all Costs and Expences whatsoever in anywise relating to the Repairs and rebuilding of the said Two Bridges or either of them: Be it therefore enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That the said Manor of *Newark* and the Demesne Lands thereof, and all and singular other the Lands and Possessions now or late of the Crown situate at *Newark*, or elsewhere within the said Manor, and the Owner and Owners, Occupier and Occupiers thereof, shall henceforth and for ever hereafter be freed and discharged from all Liability to make or repair the said Bridges or either of them, or in anywise relating thereto, and of and from all Actions, Suits, and Proceedings whatsoever for or in respect of the same.

Lands within the Manor of Newark discharged from the Repair of Trent and Markham Bridges.

The Question as to the Liability to repair such Bridges may be determined in an Action at Law.

II. And be it enacted, That the Question whether the said Manor, Demesne Lands, or other the Possessions aforesaid of the Crown, or any Part thereof, or the Owner or Owners, Occupier or Occupiers thereof, for the Time being, are or are not exclusively, or in conjunction with any other Lands, or with any Body Corporate, Collegiate, or Ecclesiastical, liable to the Maintenance and Repairs of the said Bridges or either of them, may be determined in an Action at Law at any Assizes holden for the County of *Northampton*, in a feigned Action or Actions, by any Person or Persons whomsoever, to be for that Purpose commenced in His Majesty's Court of Exchequer at *Westminster* against the Commissioners of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings; and the Defendants in such Action or Actions shall forthwith name an Attorney or Attornies, who shall file Common Bail, or appear and accept One or more Issue or Issues, whereby the Matters in question may be properly tried and determined, such Issues to be settled by the proper Officer or Officers of the said Court if the Parties shall differ about the same; and if at the Trial of any such Issue or Issues it shall appear that the said Manor, Demesne Lands, and other Possessions, or any Part thereof, or the Owner or Owners, Occupier or Occupiers thereof for the Time being, shall not be exclusively or in conjunction as aforesaid liable to the Repairs or Maintenance of the said Bridges or either of them, the Jury by whom such Issue or Issues shall be tried shall find for the Defendants; but if it shall appear to such Jury that the said Manor, Demesne Lands, or other Possessions, or any of them, or the Owner or Owners, Occupier or Occupiers thereof for the Time being, are exclusively or in conjunction as aforesaid liable to the Maintenance and Repairs of the said Bridges or either of them, then such Jury shall find for the Plaintiff; and such Verdict shall be binding on all Parties whomsoever, unless the said Court of Exchequer shall set aside such Verdict, and order a new Trial to be had thereupon, which it shall be lawful for the Court to do as is usual in like Cases.

Each Party to pay their own Costs.

III. And be it enacted, That not any of the Parties to such Suit or to any Proceedings relative thereto shall be liable to the Payment of the Costs of the other Party or Parties thereto, nor shall the

Crown or the said Commissioners be in any Event entitled to claim or receive Costs from the other Party or Parties, notwithstanding the Verdict or Verdicts, Judgment or Judgments, may pass or be given against such other Party or Parties in such Suit or Proceedings.

If it should be decided that the Lands are liable to the Repair, the Commissioners of Woods and Forests to pay the Sums of Money required for that Purpose.

IV. And be it enacted, That if His Majesty's Attorney and Solicitor General for the Time being shall, upon a Case or Cases to be submitted to them by or on behalf of the Commissioners for the Time being of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings, be of opinion that the said Manor, Demesne Lands, or other the Possessions aforesaid of the Crown, or the Owner or Owners, Occupier or Occupiers thereof for the Time being, are exclusively or in conjunction as aforesaid liable to the Maintenance and Repairs of the said Bridges or either of them, or on any such Verdict as aforesaid which shall be found for the Plaintiff, and not set aside as aforesaid, the said Commissioners for the Time being of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings shall, from the annual Income of the said Possessions and Land Revenues of the Crown for the Time being, and any Monies which shall come to their Hands as such Commissioners in respect thereof, pay and discharge such Sum or Sums of Money, or such fair and just Proportion thereof in conjunction as aforesaid, as shall from Time to Time be necessary for the Repairs and Maintenance of the said Two Bridges or either of them: Provided nevertheless, that on any such Verdict which shall be found for the Defendants, and not set aside as aforesaid, the Owner or Owners, Occupier or Occupiers of the said Manor and Demesne Lands shall for ever thereafter be liable to contribute to the Repairs and Maintenance of the said Bridges or either of them, in such and the same Proportions as they would or might have been liable under the existing Laws with respect to County Rates; any thing herein-before contained to the contrary thereof notwithstanding.

Action not to cease upon Death or Removal of Parties thereto.

V. Provided always, and be it enacted, That if either of the Parties in any Action or Actions to be brought in pursuance of this Act shall die, or if any of the said Commissioners of His Majesty's Woods, Forests, Land Revenues, Works, and Buildings shall resign or be removed from being a Commissioner or Commissioners, pending such Action or Actions, the same shall not abate by reason thereof, but shall be proceeded in as if no such Event had happened.

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