

RIXTON AND WarBURTON BRIDGE ORDER

THE TRANSPORT AND WORKS ACT 1992

THE TRANSPORT AND WORKS  
(APPLICATIONS AND OBJECTIONS PROCEDURE) (ENGLAND AND WALES) RULES 2006



---

RIXTON AND WarBURTON BRIDGE  
RWB/B3 - MANCHESTER SHIP CANAL ACT 1885

---

May 2022

2 C 197

48 & 49 Vict.—Session 1885.

# THE MANCHESTER SHIP CANAL ACT 1885.

## Arrangement of Sections.

Preamble: 7 Geo. I. c. 15—34 Geo. III. c. 37—6 & 7 Will. IV. c. 115—3 Vict. c. 15  
—38 & 39 Vict. c. 91—3 & 4 Will. IV. c. 34—9 & 10 Vict. c. 261—14 & 15  
Vict. c. 71—16 & 17 Vict. c. 218—28 & 29 Vict. c. 378—28 & 29 Vict. c. 327—  
5 & 6 Vict. c. 110.

### PART I.

#### PRELIMINARY.

	SECTION	PAGE
Short title	1	7
Act divided into Parts	2	7
Harbour and Port of Manchester	3	7
Limits of the Act	4	8
Incorporation of Acts	5	8
Interpretation	6	9

### PART II.

#### INCORPORATION OF COMPANY, CAPITAL &c.

Company incorporated	7	12
Capital	8	13
Shares not to be issued until one-fifth paid	9	13
Calls	10	13
Receipt clause in case of persons not being sui juris	11	13
Power to borrow	12	13

3

A



	SECTION	PAGE
For appointment of a receiver . . . . .	13	14
Debenture stock . . . . .	14	14
Application of moneys . . . . .	15	14
First ordinary meeting . . . . .	16	14
Quorum of general meetings of Company . . . . .	17	14
Number of directors . . . . .	18	15
Qualification of directors . . . . .	19	15
Quorum . . . . .	20	15
First directors: Election of directors . . . . .	21	15

## PART III.

## TRANSFER OF UNDERTAKINGS.

Purchase of Mersey and Irwell and Bridgewater Undertakings:— Company to purchase Undertakings of Navigation Companies within two years for £1,710,000—Undertakings to include working plant—Navigation Companies in the meantime to maintain their Undertakings in efficient working order—Conditions as to property held under short tenancy—Consumable stores to be taken at a valuation—Company within six months to deposit £20,000— Company to collect and pay over money owing for sea freight &c.—As to apportionment of charges for goods &c. in transitu— As to settlement of outstanding accounts for goods in transitu at the end of twelve months—As to collection of vendor's book debts—Provisions for Arbitration . . . . .	22	15
Conveyance of Undertakings of Navigation Companies . . . . .	23	21
Company to maintain navigation between Hunt's Bank and the Man- chester Dock if they acquire Mersey and Irwell Navigation . . . . .	24	21
Saving covenants &c. . . . .	25	21
Receipt of directors to be valid discharge . . . . .	26	22
Certain provisions of the special Acts of the Navigation Companies not to apply to the Company . . . . .	27	22

## PART IV.

## WORKS &amp;c.

Power to make works . . . . .	28	22
Power to make subsidiary works . . . . .	29	35
As to soil and material dredged by Company . . . . .	30	38
Lock entrances to certain navigations to be under control of the Company . . . . .	31	38

	SECTION	PAGE
As to entrance &c. to Widnes Dock &c.	32	40
As to opening bridges	33	40
Limits of deviation	34	40
Power to divert waters	35	42
Provisions for the Mersey Commissioners	36	43
Works not to be altered &c. without consent of Mersey Commissioners	37	44
Portion of capital to be issued and accepted before works commenced	38	44
Period for completion of Works	39	44
Railway deposit money not to be repaid except so far as Railways are opened	40	45
Application of Railway deposit	41	46
Release of Canal Deposit Fund	42	46
Application of income of Bridgewater Undertaking	43	47
Deviation &c. Railways vested in Companies &c.	44	47
Railway Companies and Bridgewater Company shall abandon disused portions of Railways and Canal	45	48
Company may remove aqueduct of Bridgewater Canal when substituted Canal completed	46	49
Lights on works	47	49
Company to exhibit lights	48	50
Abatement of works abandoned or decayed	49	50
Survey of works by Board of Trade or Mersey Commissioners	50	50
Power to acquire additional lands compulsorily	51	50
Limiting quantity of certain commonable lands to be taken	52	58
Owner may be required to sell parts only of certain buildings	53	58
As to taking houses of labouring class	54	59
Company may stop up streets and extinguish rights of way &c.	55	61
Period for compulsory purchase of lands	56	62
Power to take easements &c. by agreement	57	62
Power to acquire additional lands by agreement	58	62
Power to lease certain lands	59	62
Power to retain &c. certain lands	60	63
As to reversion of certain lands	61	64
Owners may construct wharves	62	64
For the protection of Richard Christopher Naylor	63	64
For the protection of the Shropshire Union Railways and Canal Company	64	69
For the protection of John Grace	65	77
For the protection of H. Stuart and the Diamond Oil Company	66	78
For the protection of the Dean and Chapter of Chester	67	79
For the protection of the Ashton Estates	68	82
For the protection of Edmund Waldegrave Park Yates his heirs or assigns	69	83



	SECTION
For the protection of the Marquis of Cholmondeley . . .	70
For the protection of the Trustees of the River Weaver Navigation . . .	71
For the protection of Messieurs Rigby and others . . .	72
For the protection of the North Staffordshire Railway Company and of Traders using the Trent and Mersey Canal . . .	73
For the protection of manufacturers of and traders in North Stafford- shire pottery ware &c. using the Trent and Mersey Canal . . .	74
For the protection of the Port and Town of Runcorn and the Improve- ment Commissioners thereof &c. . .	75
For the protection of the Guardians of the Runcorn Union . . .	76
For the protection of the Runcorn Soap and Alkali Company Limited . . .	77
For the protection of the Runcorn Soap and Alkali Company Limited and Messieurs Hazlehurst and Sons . . .	78
For the protection of Messieurs Wigg Brothers and Steele . . .	79
For the protection of the Vyrnwy Aqueduct of the Corporation of Liverpool . . .	80
For the protection of Sir Richard Brooke Baronet and the Norton Priory Estates . . .	81
For the protection of the entrances to Docks &c. at Widnes . . .	82
For the protection of the Highway Board for the Daresbury Division of the Hundred of Bucklow . . .	83
Provisions for the protection of the Estates of the Bridgewater and Ellesmere Trustees . . .	84
For the protection of Arthur Hugh Smith Barry . . .	85
For the protection of Sir G. Greenall Baronet and the Walton Hall Estate . . .	86
For the protection of Greenall Whitley and Company Limited . . .	87
For the protection of Corporation and traders &c. of Warrington . . .	88
Existing Bridge across Mersey at Warrington not to be converted into a swing bridge . . .	89
Saving rights of Messieurs James Fairclough and Sons . . .	90
Saving rights of Joseph Davies . . .	91
For the protection of the Warrington Highway Board . . .	92
For the protection of the Warrington Rural Sanitary Authority . . .	93
For the protection of the Warrington Waterworks Company . . .	94
For the protection of Messieurs John Charles and William Nelson Hutchings . . .	95
For the protection of Samuel Gaskell his heirs and assigns . . .	96
For the protection of the Vicar of Holy Trinity Church Warrington . . .	97
For the protection of John Buckley and others . . .	98
For the protection of John Vigor Fox &c. . .	99
For the protection of the estate of James Nicholson of Thelwall Hall Lord of the Manor of Thelwall . . .	100
For the protection of Henry Stanton . . .	101
For the protection of the Local Board of Lymm . . .	102

[ v ]

	SECTION	PAGE
For the protection of G. C. Dewhurst and others . . .	103	185
For the protection of Rowland Byles Egerton Warburton . . .	104	187
For the protection of Lord Winmarleigh . . .	105	188
For the protection of the Flixton &c. Highway Board . . .	106	191
For the protection of the Surveyors of Highways of Foxhill &c. . .	107	193
For the protection of Barton Eccles Winton and Monton Local Board . . .	108	194
For the protection of the Rural Sanitary Authority of Barton-upon-Irwell . . .	109	195
For the protection of the Surveyors of Highways of Cadishead . . .	110	196
For the protection of the Surveyors of Highways for Lower Irlam . . .	111	197
For the protection of the Surveyors of Highways of Higher Irlam . . .	112	198
For the protection of Justices of Counties Palatine of Lancaster and Chester . . .	113	199
For the protection of the Justices of the County Palatine of Chester . . .	114	202
For the protection of the Lord Egerton of Tatton and others . . .	115	203
For the protection of Messieurs George William and Thomas Goodwin . . .	116	206
For the protection of Thomas Chadwick . . .	117	207
For the protection of the Corporation of Manchester . . .	118	208
For the protection of the Corporation of Salford . . .	119	214
For the protection of the Lancashire and Yorkshire Railway Company . . .	120	221
For the protection of the Rochdale Canal Company and their traffic . . .	121	223
For the protection of the London and North Western Railway Company . . .	122	225
As to conversion of bridges of the North Western Company over Mersey and Irwell Navigation . . .	123	234
For the protection of the Great Western and London and North Western Railway Companies . . .	124	234
For the protection of the Cheshire Lines Committee . . .	125	241
For the protection of Sir Humphrey de Trafford Baronet and the de Trafford Estate . . .	126	244
Provision as to mine water flowing into Canal . . .	127	249

PART V.

DUES &c.

Ship dues . . .	128	249
Tolls on cargo &c. carried on Canal . . .	129	250
Irwell Upper Reach tolls . . .	130	250
Lockage toll at Eastham Locks on traffic not paying Canal tolls and wharfage rates . . .	131	251
Wharfage rates . . .	132	251
Special provisions as to tolls . . .	133	252
Tolls for local traffic . . .	134	252

	SECTION	PAGE
Tolls on coals &c. in certain vessels not leaving the Mersey	135	252
Charges for coal on the Bridgewater Canal to remain the same after transfer of the Undertaking	136	253
Charges on the Bridgewater Undertaking not to be higher than on the Canal.	137	253
Tolls for use of communication between the Canal and the Bridgewater Canal.	138	253
Certain manures &c. to be rate free	139	253
Vessels only to land &c. at a licensed quay	140	254
Company may appropriate parts of works to use of particular trades &c.	141	254
Power to license lighters	142	255
Exemption of portion of dues	143	255
Power for Company to remit dues	144	255
As to Sections 25 & 26 of "The Harbours Docks and Piers Clauses Act 1847"	145	255
Company to have exclusive right to load &c. vessels	146	255
Crancage rates	147	256
Rates for repairing slips	148	256
Dues to be paid upon arrival of vessels	149	256
Authorizing deposit on account of dues	150	256
Penalty for not making a true report of the ship's destination	151	256
Securing duties on ships entering and departing in ballast	152	257
Collectors to refuse entry when previous rates on vessels are unpaid and vessels may be detained	153	257
Officers of Customs and of the Board of Trade to have free access to Dock without payment of toll &c.	154	257
Tolls on railways	155	257
Tolls for carriages &c.	156	259
Tolls for propelling power	157	259
Regulations as to tolls:—Short distances: Fractional parts of a mile: Fractional parts of a ton: General weight: Weight of stone and timber	158	259
Tolls for small parcels and articles of great weight	159	260
Maximum rates for animals and goods	160	261
Terminal station	161	262
Company may take increased charges by agreement	162	262
Traffic arrangements	163	262

#### PART VI.

#### TRANSIT SHEDS AND WAREHOUSES.

Power to Company to provide and declare transit sheds	164	263
Deposit of goods in transit sheds	165	263
Company may enter goods if not entered by owner or consignee	166	264

	SECTION	PAGE
Power to Company to charge for service and to detain &c.	167	264
Company may erect or adapt warehouses on quays	168	264
Power to appoint superintendent of warehouses and transit sheds	169	264
Power to appoint interim superintendent.	170	265
Superintendent and interim superintendent to give security	171	265
Same person may be superintendent &c. of both warehouses and transit sheds	172	265
Power to appoint weighers and recorders of weights and others and to pay salaries and wages	173	265
Provision as to huts &c. for revenue officers	174	265
Warehouses to be used as Customs or Excise warehouses	175	266
Power to take rents and charges	176	266
Goods to be warehoused by Company to be previously weighed &c.	177	266
Company may make other charges	178	266
Rents &c. for goods when to be paid	179	266
Company may sell goods for payment of rent and charges or may bring action.	180	267
Goods warehoused to remain subject to freight	181	267
Notice may be given to Company to detain goods until freight &c. be satisfied or deposit made	182	267
Deposit to be considered as made in payment of claim	183	268
Transfer of goods in shed detained for freight	184	268
Freight not to be affected by removal	185	268
Notice to have effect for thirty days only unless action &c. be brought.	186	268
Power of sale if deposit be not made	187	269
Power of sale only to be exercised after notice	188	269
Notice to detain goods must be given	189	269
Preserving rights of parties at common law	190	270
Charges for use of warehouses &c.	191	270
Power for Company to insure against fire	192	270
Company not to be liable for loss by fire &c.	193	270
Delivery warrants :—Company may give certificates of deposited goods and warrants for delivery of goods : Warrant not to be given till freight rates &c. paid : Warrant not to be given until certificate given up : Effect of certificate or warrant : Notice of effect of certificate or warrant to be endorsed thereon	194	270
Lands &c. for transit sheds and warehouses	195	271

## PART VII.

### STEAM TUGS.

Company may license steam tugs	196	273
Penalty for steam tugs plying without a license	197	273

PART VIII.

BYE-LAWS.

	SECTION	PAGE
Additional Bye-laws . . . . .	198	273

PART IX.

TRANSFER TO A TRUST.

As to Transfer to Public Trust . . . . .	199	277
--	-----	-----

PART X.

MISCELLANEOUS.

Company to contribute to expense of Mersey Conservators &c. . . . .	200	278
As to expenses of Local Government Board . . . . .	201	278
As to arbitration . . . . .	202	278
Saving rights of Duchy of Lancaster . . . . .	203	278
Saving rights of the Crown in the foreshore . . . . .	204	279
Saving of rights as to future accretions . . . . .	205	279
Any land reclaimed by the works not to be taken without the consent of the Board of Trade . . . . .	206	279
Saving rights of Crown under Crown Lands Act . . . . .	207	280
As to agreement with Postmaster-General . . . . .	208	280
For the protection of the Postmaster-General . . . . .	209	281
Post Office Officers &c. to pass free of charge over ferries . . . . .	210	282
Saving for Mersey Docks and Harbour Board . . . . .	211	283
Saving rights of Upper Mersey Navigation Commissioners . . . . .	212	283
Nothing to prejudice rights acquired under provision of 59th Geo. III. c. 105 . . . . .	213	283
Interest not to be paid on calls paid up . . . . .	214	283
Deposits for future Bills not to be paid out of capital . . . . .	215	284
Provision for Merchant Shipping Acts and General Acts . . . . .	216	284
Provision as to General Railway Acts . . . . .	217	284
Tests of Act . . . . .	218	284
Schedules.		

AN

# ACT

To authorize the construction of a Ship Canal  
to Manchester; and for other Purposes.

[ROYAL ASSENT, 6th August, 1885.]

WHEREAS by an Act passed in the 7th year of the reign of  
King George the First intituled "An Act for making the  
" Rivers Mersey and Irwell navigable from Liverpool to Manchester in  
" the County Palatine of Lancaster" certain persons were authorized  
5 to make the Rivers Mersey and Irwell navigable portable and passable  
for vessels from Liverpool to Hunt's Bank in Manchester and from time  
to time to continue maintain support and use the navigation so made and  
for that purpose were appointed undertakers of the navigation and  
empowered to clear scour open enlarge or straighten the said rivers and  
10 to dig or cut the banks thereof and to make new cuts trenches or passages  
for water in upon or through the lands and grounds adjoining or near to  
the said rivers or either of them and to construct in over or on the  
said rivers or lands such and so many bridges sluices locks weirs pens  
for water stanks dams and other works as might be necessary and con-  
15 venient and where the undertakers should think fit and from time to  
time to alter repair enlarge and amend the same and to amend heighten  
or alter any bridges or to turn or alter any highways in upon or near the  
said rivers cuts trenches or passages and to do all other matters and  
things necessary or convenient for making maintaining continuing and  
20 perfecting the navigable passage of the said rivers and in consideration

Preamble.  
7 Geo. I. c. 15.

of the charges and expenses the said undertakers would be at not only in making but also in maintaining and continuing the said works to levy tolls for the use of the said navigation :

*E. c. 37.* And whereas by the Act 34 George III. chapter 87 the said undertakers were incorporated under the name of "The Company of Proprietors of the Mersey and Irwell Navigation" (in this Act called "the Mersey and Irwell Company") and invested with the powers of the said first recited Act: 5

And whereas the Mersey and Irwell Company under the powers of the said Act deepened and straightened portions of the said rivers and made divers cuts and canals and among others a canal known as the Runcorn and Latchford Canal from Latchford to Runcorn : 10

*IV. c. cxv.* And whereas by the Act (Local and Personal) 6 and 7 William IV. chapter cxv. the Manchester and Salford Junction Canal Company were incorporated and authorized to make a Canal to connect the Rochdale Canal with the River Irwell and in respect of the user by that Company of that river they were required to pay certain tolls in that Act specified to the Mersey and Irwell Company : 15

*z.* And whereas under powers in that behalf contained in the Act (Local and Personal) 3 Victoria chapter xv. the Mersey and Irwell Company purchased the said Manchester and Salford Junction Canal : 20

And whereas the Most Noble Francis Duke of Bridgewater deceased and the devisees in trust of his Will have constructed various canals in the Counties of Lancaster and Chester known as the Duke of Bridgewater's Canals and the Runcorn and Weston Canal all which Canals (in this Act called "the Bridgewater Canals") now belong or are reputed to belong to the Bridgewater Navigation Company Limited in this Act called "the Bridgewater Company" : 25

And whereas the whole of the Share Capital of the Mersey and Irwell Company is held or is reputed to be held by the Bridgewater Company : 30

*z. c. xxi.* And whereas under the powers of "The Cheshire Lines Act 1875" the Cheshire Lines Committee by agreement with the Bridgewater Company closed a portion of the said Manchester and Salford

conveniently pass under such bridges that in such event that Railway Company should at their own cost convert the said bridges into opening bridges :

16 & 17 Vict. c.  
ccxviii.

And whereas by "The Warrington and Altrincham Junction  
"Railway Act 1853" the said Warrington and Altrincham Junction 5  
Railway Company was authorized to make a Branch Railway to join  
the said Warrington and Altrincham Junction Railway with the  
Birkenhead Lancashire and Cheshire Junction Railway and a like  
provision was made in that Act for the conversion into opening bridges  
of any fixed bridges made under the powers of that Act across the 10  
River Mersey and the Canal Navigation of the Mersey and Irwell  
Company if the Mersey and Irwell Company should at any time or  
times thereafter alter or cause to be altered the Walton Viaduct :

28 & 29 Vict. c.  
ccclxxviii.

And whereas by "The Manchester Sheffield and Lincolnshire  
"Railway (Extension to Liverpool) Act 1865" the Manchester Shef- 15  
field and Lincolnshire Railway Company (in this Act called "the Sheffield  
"Company") were authorized to extend their Railway to Liverpool by  
making a Railway from Manchester to Childwall and another Railway  
to join that Railway with the Stockport Timperley and Altrincham  
Railway which Railways would respectively cross the one the River 20  
Irwell and the other the River Mersey by two bridges and a like  
provision is contained in that Act requiring the Sheffield Company at  
their own expense on receiving notice in that behalf under the common  
seal of the Mersey and Irwell Company to convert the said two  
bridges from fixed into opening or swivel bridges : 25

28 & 29 Vict. c.  
ccclxxviii.

And whereas the Railways authorized by the last recited Act  
now form part of the Undertaking of the Cheshire Lines Committee :

And whereas the said Railway constructed under the powers of  
the said "Warrington and Altrincham Junction Railway Act 1851"  
and commonly known as the Warrington and Stockport Railway 30  
and the said Branch Railway constructed under the powers of the  
said "Warrington and Altrincham Junction Railway Act 1853" are  
now vested in the London and North Western Railway Company :

And whereas the said Birkenhead Lancashire and Cheshire  
Junction Railway is now vested in the London and North Western 35  
Railway Company and the Great Western Railway Company jointly  
and is now known as "The Birkenhead Railway" :



And whereas the construction of a Canal from the River Mersey at Eastham to Manchester navigable for ocean steamers and ships of large burthen and of Docks at Manchester Salford and Warrington would be of public and local advantage and the persons hereinafter named with  
5 others are willing at their own expense to construct the same and it is expedient that they be for that purpose incorporated into a Company (in this Act called "the Company") and that the Company be empowered to acquire the Mersey and Irwell Navigation and the lands  
10 canals works property rights powers and privileges of the Mersey and Irwell Company subject to the provisions in this Act contained :

And whereas the said Canal will be constructed in such a line as to pass through the said Railways which cross the said navigation so as aforesaid vested in the London and North Western Railway Company the London and North Western and Great Western Railway Com-  
15 panies and the Cheshire Lines Committee and it is expedient that the Company should deviate those Railways in the manner by this Act authorized and should construct the short Junction Railway hereinafter described to connect the diversion of the said Birkenhead Lancashire and Cheshire Junction Railway with the said Branch Railway  
20 constructed under the powers of "The Warrington and Altrincham Junction Railway Act 1853" and that upon the completion of the said Deviation Railways portions of the existing Railways for which they are respectively substituted should be abandoned and vested in the Company :

25 And whereas it is expedient that the Company be authorized to divert the Duke of Bridgewater's Canal in the township of Barton-upon-Irwell and that the portion so diverted should upon the completion of the said diversion be abandoned and vested in the Company :

And whereas it is expedient that the Company be authorized to  
30 acquire the undertaking known as "the Duke of Bridgewater's Canals" and "the Runcorn and Weston Canal" and the lands canals works property rights powers and privileges of the Bridgewater Company :

And whereas it is expedient that the Company be authorized to construct the Docks at Manchester Salford and Warrington hereinafter  
35 respectively described :

And whereas it is expedient that the Company be authorized to construct and maintain in connection with the said Canal and Docks and as part of their undertaking the Branch Railways hereinafter described :

And whereas it is expedient that the Company be enabled subject to the provisions of this Act and for the purpose of the Canal Docks and Works by this Act authorized to enter upon take and use the bed channel and banks of the Rivers Mersey and Irwell and of the cuts connected therewith and of the Runcorn and Latchford Canal where the same may be coincident with or intersected by the line of the intended works :

5 and 6 Vict. c. cx.

And whereas the Commissioners for the Conservancy of the River Mersey (hereinafter referred to as "the Mersey Commissioners") are entrusted by and under an Act passed in the year one thousand eight hundred and forty-two intituled "An Act for better preserving the navigation of the River Mersey" with power and jurisdiction for the conservancy of the said river and of the banks and shores as therein mentioned and with power from time to time to appoint an Acting Conservator (in this Act referred to as "The Mersey Conservancy Act 1842"):

And whereas it is expedient that provision should be made for the transfer of the undertaking and powers of the Company to a body of trustees or commissioners in certain events :

And whereas it is expedient that the other powers and provisions hereinafter contained should be conferred on the Company :

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

And whereas plans and sections showing the lines and levels of the works authorized by this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the respective Clerks of the Peace for the Counties of Lancaster and Chester and are hereinafter respectively referred to as the deposited plans sections and books of reference

MAY IT THEREFORE PLEASE YOUR MAJESTY

That it may be enacted and Be it Enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

PART I.

PRELIMINARY.

5      1.—This Act may be cited as “The Manchester Ship Canal Act Short title.  
“ 1885.”

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

Act divided into  
Parts.

Part I. Preliminary ;

Part II. Incorporation of Company Capital &c. ;

10    Part III. Transfer of Undertakings ;

Part IV. Works &c. ;

Part V. Dues &c. ;

Part VI. Transit Sheds and Warehouses ;

Part VII. Steam Tugs ;

15    Part VIII. Bye-Laws ;

Part IX. Transfer to a Trust ;

Part X. Miscellaneous.

3.—From and after the completion and opening for traffic of the Canal by this Act authorized the said Canal and so much of the Harbour and Port of  
Manchester.  
20 navigable waters of the Rivers Mersey and Irwell as lie between Hunt's Bank in the township and parish of Manchester and the limit of the Port of Liverpool at Warrington and all channels canals cuts docks and works of the Company within those limits

Extended by  
Act 1911 s. 9  
Act 1949 s. 16

shall be and are hereby constituted the Harbour and Port of Manchester and the Company shall be the Harbour Authority of that Harbour and Port but nothing in this Act shall extend to prejudice or derogate from the rights interests privileges and jurisdiction of the Mersey Commissioners or to prohibit alter or diminish any powers 6 authority and jurisdiction of the said Commissioners their officers and servants Provided always that such Harbour and Port shall not by virtue of this Act be deemed a Port for Customs purposes nor shall anything in this Act contained abridge or affect in any way the powers 10 of the Commissioners of the Treasury to appoint a Port of Manchester under The Customs Consolidation Act 1876 with such limits as they may think fit nor abridge or affect any powers whatsoever conferred by the said Act Provided also that nothing in this Act shall be deemed to affect any of the rights or privileges of the Port or Harbour of Liverpool or of the Port or Harbour of Runcorn or any of the rights or 15 privileges of the station at the mouth of the Mersey Canal known as Ellesmere Port.

Limits of the Act.

4.—The limits of this Act except where otherwise expressed or implied shall be the Harbour and Port of Manchester as above specified.

Incorporation of Acts.

5.—The following Acts and Parts of Acts (that is to say):— 20

"The Companies Clauses Consolidation Act 1845";

Part I. (Cancellation and surrender of shares) Part II. (Additional capital) and Part III. (Debenture stock) of "The Companies Clauses Act 1863" as amended by "The Companies Clauses Act 1869"; 25

"The Lands Clauses Consolidation Acts 1845 1860 and 1869" as amended by "The Lands Clauses (Umpire) Act 1883" in this Act referred to as "The Lands Clauses Acts";

"The Railways Clauses Consolidation Act 1845";

Part I. (Construction of a Railway) of "The Railways Clauses 30 " Act 1863";

"The Harbours Docks and Piers Clauses Act 1847";

so far as the same are applicable for the purposes of and not varied by or inconsistent with this Act are incorporated with and form part of

*The Manchester Ship Canal Act 1885.*

9

this Act provided always that the provisions of "The Harbours Docks  
 "and Piers Clauses Act 1847" with respect to lifeboats and with  
 respect to keeping a tide and weather gauge shall not be in force for  
 the purposes of this Act except so far as may from time to time be  
 5 required by the Board of Trade.

6.—In this Act:—

Interpretation.

10 Terms to which meanings are assigned in enactments incorporated  
 with this Act or which have therein special meanings have  
 in this Act the same respective meanings unless there be  
 something in the subject or context repugnant to such  
 construction—

"The Mersey Commissioners" means the Commissioners for the  
 Conservancy of the River Mersey;

15 "The Acting Conservator" means the Acting Conservator for the  
 time being appointed by the Mersey Commissioners under  
 "The Mersey Conservancy Act 1842";

"The Mersey and Irwell Company;" means the Company of  
 Proprietors of the Mersey and Irwell Navigation;

20 "The Bridgewater Company" means the Bridgewater Navigation  
 Company Limited;

"The Navigation Companies" includes the Mersey and Irwell  
 Company and the Bridgewater Company;

25 "The Mersey and Irwell Undertaking" means and includes (except  
 as by this Act otherwise specially provided and excepted) the  
 undertaking known as the Mersey and Irwell Navigation  
 and all the lands easements canals (including the Runcorn  
 and Latchford Canal and the Manchester and Salford Junction  
 Canal) cuts trenches locks weirs sluices passages bridges  
 30 arches feeders back-waters foreshore graving and other docks  
 basins quays warehouses wharves workshops and buildings and  
 all other the estate real and personal property easements  
 rights (including the right to levy tolls) powers authorities  
 and privileges of the Mersey and Irwell Company  
 whether vested in or possessed by them or in or  
 35 by any person or persons trustee or trustees on their behalf

See below  
 s. 84 (4) (5)

or in or by the Bridgewater Company as their successors or assigns;

"The Bridgewater Undertaking" means and includes (except as by this Act otherwise provided and excepted) the Bridgewater Canals together with the branch canals connected therewith respectively vested in or belonging to the Bridgewater Company and all lands foreshore docks basins quays warehouses buildings wharves works and conveniences goodwill and all other the estate real and personal property and effects belonging to or occupied by that Company or possessed by or vested in any person or persons trustees or trustees for or on behalf of that Company for the purpose of their business as common carriers and wharfingers or otherwise save and except the Mersey and Irwell Undertaking but including all vessels machinery and plant belonging to or used by the Bridgewater Company and together with all rights (including the right to levy tolls) easements powers authorities and privileges for the supply of the said canals with water and for the use and maintenance thereof;

"The Irwell Upper Reach" means the portion of the River Irwell lying between Hunt's Bank and Woden Street Bridge at Manchester;

"The Port" means the Port of Manchester;

"The Canal" means the Ship Canal by this Act authorized between its entrance near Eastham and its termination at Manchester;

"The Docks" means the Docks by this Act authorized to be constructed;

"The Manchester Dock" means the Dock Number 3 by this Act authorized to be constructed;

"The Salford Docks" means the Docks Number 1 and Number 2 by this Act authorized to be constructed;

"The Warrington Dock" means the Dock Number 4 by this Act authorized to be constructed;

"The Canal Works" or "Works" mentioned in conjunction with the Canal means and includes all lands navigations docks quays

See (AW) Act 1  
1885 S. 5

*The Manchester Ship Canal Act 1885.*

11

- 5 depôts cuts channels graving docks ship warehouses sheds  
buildings erections tramways sidings turntables chairs  
gear apparatus appliances and conveniences of the Com-  
pany and appropriated or provided for the use of or  
appurtenant to the Canal ;
- 10 "Quays" means and includes the wharves quays piers jetties  
and landing-places of which the Company are the owners ;
- "Tramways" means and includes all tramways of the Company  
together with the sidings turntables and conveniences  
connected therewith ;
- "The Deviation Railways " means and includes the Deviation  
Railways Number 1 Number 2 Number 3 Number 4  
and Number 5 by this Act authorized ;
- 15 "The Junction Railway" means the Junction Railway by this  
Act authorized ;
- "The Deviation and Junction Railways " includes the Deviation  
Railways and the Junction Railway ;
- "The Branch Railways" means the Branch Railways Number 1  
Number 2 and Number 3 ;
- 20 "Dues " includes all tolls dues rates duties fees and charges of  
every description payable to the Company under the recited  
Acts or this Act ;
- 25 "Articles " " Goods " respectively mean and include all goods  
wares merchandize commodities matters and things in respect  
of which the Company may for the time being demand  
dues ;
- "Animals" includes horses mules asses bulls oxen cows calves  
pigs sheep and lambs and goats ;
- "Cargo " includes articles and animals ;
- 30 "Vessels" includes ships barks boats and craft of every  
class and description however propelled ;

See Act 1960  
S. 2 (2)(a).

"Crane" includes cranes lifts and capstans by whatever power worked :

In this Act and (for the purposes of this Act) in enactments incorporated with this Act—

"The Company" or "the Undertakers" means the Company ; 5

"The Undertaking" means and includes the Undertaking of the Company by this Act authorized :

In "The Railways Clauses Consolidation Act 1845" for the purposes of this Act—

The expressions "the Railway" and "the centre of the Railway" 10 respectively mean the canal cuts channels docks and railways by this Act authorized to be constructed and the centre line of such canal cuts channels docks and railways.

## PART II.

### INCORPORATION OF COMPANY, CAPITAL &c.

Company  
incorporated.

7.—Daniel Adamson, Henry Boddington Junior, William Henry Bailey, Thomas Bradford, William Fletcher, John Cocking 15 Fielden, Paul Gariel, John Henry Gartside, Hilton Greaves, James Weymouth Harvey, George Hicks, Richard Husband, Charles Paton Henderson Junior, Henry Percy Holt, William Henry Johnson, Richard James, James Johnstone, William Johnston, James Leigh, Joseph Leigh, Alexander Mackie, Frederick Moss, Henry William 20 Nevile, Henry Charles Pingstone, Samuel Radcliffe Platt, James Edward Platt, John Rylands, Marshall Stevens, Adolphus Sington, Reuben Spencer, Henry Whitworth, and Francis Harrison Walmsley and all other persons and Companies who have already subscribed to or shall hereafter become proprietors in the undertaking 25 and their executors administrators successors and assigns respectively shall be and are hereby united into a Company for the purpose of making and maintaining the Ship Canal Docks Railways and Works hereinafter described and for other the purposes of this Act and for those purposes shall be and are hereby 30



*The Manchester Ship Canal Act 1885.*

18

incorporated by the name of "the Manchester Ship Canal Company" and by that name shall be a body corporate with perpetual succession and a common seal and with power to purchase take hold and dispose of lands and other property for the purposes of this Act and their  
5 Undertaking shall be called "the Manchester Ship Canal."

8.—The capital of the Company shall be eight million pounds in  
eight hundred thousand shares of ten pounds each.

*subdivided*  
(G.P.) Act 1926  
5.25

9.—The Company shall not issue any share created under the authority of this Act nor shall any such share vest in the person  
10 accepting the same unless and until a sum not being less than one-fifth of the amount of such share is paid in respect thereof.

*Shares not to be issued until one-fifth paid.*

10.—One-fifth of the amount of a share shall be the greatest  
amount of a call and three months at least shall be the interval between successive calls and three-fifths of the amount of a share shall be the  
15 utmost aggregate amount of the calls made in any year upon any share.

*Call.*

11.—If any money be payable to a shareholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

*Receipt clause in case of persons not being sui juris.*

20 12.—The Company may from time to time borrow on mortgage of the Undertaking any sum not exceeding in the whole two million pounds provided that in respect of every two million pounds of the capital issued and accepted and one-half whereof shall have been paid up the Company may borrow a sum or sums not exceeding in the whole  
25 five hundred thousand pounds. But no part of any of the before-mentioned sums of five hundred thousand pounds shall be borrowed until shares for the said portion of the capital in respect of which the borrowing powers are to be exercised are issued and accepted and one-half of such capital is paid up and the Company have proved to the Justice who  
30 is to certify under the fortieth section of "The Companies Clauses Consolidation Act 1845" before he so certifies that shares for the whole of such portion of capital have been issued and accepted and that one-half of such portion has been paid up and that not less than one-fifth part of the amount of each separate share

*Power to borrow.*

in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and that such shares were issued bona fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also that such persons or corporations or their executors administrators successors or assigns are legally liable for the same and upon production to such Justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

10

For appointment of a receiver.

13.—The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver. In order to authorize the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Debenture stock.

14.—The Company may create and issue debenture stock subject to the provisions of Part III. of "The Companies Clauses Act 1863" but notwithstanding anything therein contained the interest of all debenture stock and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank *pari passu* (without respect to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorized) and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

15.—All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only to and for the purposes of this Act to which capital is properly applicable.

30

First ordinary meeting.

16.—The first ordinary meeting of the Company shall be held within six months after the passing of this Act.

Quorum of general meetings of Company.

17.—The quorum of meetings of the Company shall be twenty shareholders present in person or by proxy holding in the aggregate not less than fifty thousand pounds in the capital of the Company.

35

1890 s. 37  
 Act 1891 s. 8  
 Act 1893 s. 7  
 Act 1904 s. 5  
 Act 1913 s. 6(1) & 11.

*The Manchester Ship Canal Act 1885.*

15

18.—The number of directors shall until the first general meeting of the Company be twelve but the Company may at that or any subsequent meeting increase the number to fifteen and may from time to time reduce and again increase the number provided that the number of directors be never less than ten nor more than fifteen.

Number of directors.  
Minimum  
now five  
1990 HRO  
Art 3 (3)

19.—The qualification of a director shall be the possession in his own right of not less than two hundred shares.

Qualification of directors.  
Repealed (GP) Act 1926 s. 31  
See now Act 1966 s. 14

20.—The quorum of a meeting of directors shall be five ~~three~~

Quorum  
Reduced to three  
1990 HRO Art 3 (3)  
First directors.

21.—Daniel Adamson, Henry Boddington Junior, Jacob Bright, William Fletcher, Hilton Greaves, Richard Husband, Charles Paton Henderson Junior, Richard James, Joseph Leigh, James Edward Platt, Samuel Radcliffe Platt, and John Rylands shall be the first directors of the Company and shall continue in office until the first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may (subject to the power hereinbefore contained for varying the number of Directors) either continue in office the directors appointed by this Act or any of them or may elect a new body of directors or directors to supply the place of those not continued in office the directors appointed by this Act being (if qualified) eligible for re-election and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power hereinbefore contained for varying the number of Directors) elect persons to supply the places of the elected directors then retiring from office agreeably to the provisions of "The Companies Clauses Consolidation Act 1845" and the several persons elected at any such meeting being neither removed nor disqualified nor having resigned shall continue to be elected directors until others are elected in their stead in manner provided by the same Act.

Election of directors.

PART III.

TRANSFER OF UNDERTAKINGS.

22. With respect to the purchase of the Mersey and Irwell Undertaking and the Bridgewater Undertaking the following enactments and provisions shall have effect (that is to say):—

Purchase of Mersey and Irwell and Bridgewater Undertakings.

Company to purchase  
Undertakings of  
Navigation Com-  
panies within two  
years for £1,710,000.

1. The Company shall within two years after the passing of this Act purchase from the Navigation Companies the Mersey and Irwell Undertaking and the Bridgewater Undertaking (excepting moneys of the Navigation Companies in their bankers' hands and balances due to those Companies on 5 current account at the time of the completion of the purchase and consumable stores) subject to all statutory obligations and to all chief and ground rents and terms of years now affecting the same and to all such other covenants and liabilities under which the Navigation Companies pur- 10 chased the same as are subsisting at the date of the completion of the purchase) but as between the Company and the Navigation Companies free and discharged from all mortgages debentures and all trade and other debts affecting the said Undertakings or either of them or the Navigation Companies 15 or either of them and the Navigation Companies shall sell and convey the said Undertakings (except and subject as afore-said) to the Company upon payment to them by the Company of the sum of one million seven hundred and ten thousand pounds being the agreed purchase price of the said Under- 20 takings and shall discharge and in the meantime indemnify the Company against all such mortgages debentures trade and other debts and the powers by this Act granted to the Company to enter upon take and use the said Undertakings for the purposes of this Act shall not take effect unless the Company shall pay 25 the said price within the period hereinbefore prescribed ;

Undertakings to in-  
clude working plant.

2. The Undertakings of the Navigation Companies which by this Act the Company shall purchase from the Navigation Companies at and for the price of one million seven hundred and ten thousand pounds shall include the working plant of 30 the Navigation Companies as shown and described in their stock account on the thirty-first day of December one thousand eight hundred and eighty-four and if in the ordinary course of business between that date and the completion of the purchase any working plant as shown on 35 the said stock account shall have disappeared or altered in quantity or value or in case in the ordinary course of business such working plant has been increased in quantity or value the diminution in quantity or value or the increase in quantity or value shall be made good to the Company or 40 to the Navigation Companies as the case may be ;

6 3. The Navigation Companies shall during the period between the passing of this Act and the completion of the purchase of their Undertakings maintain the same in efficient working order and condition and be at full liberty to carry on the Undertakings and business as fully and freely in all respects as if this Act had not been passed except that they shall not sell or lease any of the lands and property belonging to those Undertakings as defined in this Act;

*Navigation Companies in the meantime to maintain their Undertakings in efficient working order.*

10 4. The Company shall on the completion of the purchase of the Undertakings of the Navigation Companies take over all property held by the Navigation Companies under a yearly or shorter tenancy or at will and also take over all agree-  
15 ments with agents terminable on notice of not exceeding twelve months upon the same terms and conditions on which the same are then held or exist and from the completion of the said purchase pay all rents and outgoings and obligations from that day and save harmless the Navigation Companies in respect thereof;

*Conditions as to property held under short tenancy.*

20 5. The Company shall purchase and take at a valuation to be fixed by arbitration in the manner hereinafter provided (unless the Company and the Bridgewater Company shall otherwise agree) all stocks of hay straw provender building and other  
25 materials and consumable stores at or about the various stations works and docks of the Navigation Companies at the time of the completion of the purchase;

*Consumable stores to be taken at a valuation.*

30 6. The Company shall within six months from the passing of this Act and as a condition precedent to their being entitled to exercise any of the powers herein contained for enabling them to purchase the Undertakings of the Navigation Companies deposit in the Bank of England to the joint credit of the Bridgewater Company and the Company the sum of twenty thousand pounds as a security for the due completion of the purchase by the Company of the Navigation Companies' Undertakings; and in case the Company shall fail to  
35

*Company within six months to deposit £20,000.*

pay the said agreed purchase price within the time limited by this Act for that purpose the said sum of twenty thousand pounds and any interest which may have accrued due thereon shall be absolutely forfeited to and become the property of the Bridgewater Company as and for liquidated damages and in case the Company shall pay the said agreed price within the time limited by this Act for that purpose the said sum of twenty thousand pounds and any interest which may have accrued due thereon shall become the property of the Company;

Company to collect  
and pay over money  
owing for sea  
freight &c.

7. The Company shall collect and pay over to the Navigation Companies as and when from time to time received all moneys owing to them or either of them at the date of the transfer of the said Undertakings for or in respect of advances made by or on account of the Navigation Companies or either of them to any owner or master of any vessel for sea freight town or anchorage dues or any other port payment and for better enabling the purchasers to collect such moneys the Navigation Companies shall deliver to the Company such extracts from books of account and other writings and documents containing entries of or reference to such advances and shall give to the Company all such other information and assistance as may be requisite;

As to apportionment  
of charges for goods  
&c. in transitu.

8. As regards all goods or merchandise in transitu lying at any of the warehouses or stations of the Navigation Companies or either of them at the date of the transfer of the said Undertakings the Company shall in the course of business heretofore customary forward and convey such goods and merchandise to their respective destinations and in cases where the carriage thereof has not been paid collect and get in all moneys due for the entire carriage and conveyance thereof and for dockage wharfage cartage towage portage and other incidental charges respectively from the place of consignment to their respective destinations and pay over to the Navigation Companies the due and fair proportion of such charge for and in respect of the proportion of carriage and services done and rendered by the Navigation Companies or

either of them and in cases where the charges for carriage have been received by or on account of the Navigation Companies or either of them the Navigation Companies shall pay to the Company a part of the charges so received fairly proportioned to the portion of carriage and services which shall be done or rendered by them such respective proportions of charge to be from time to time ascertained and settled in case of difference by arbitration in the manner hereinafter mentioned ;

- 5
- 10 9. If any accounts or moneys due for advances made as herein- before mentioned for or in respect of sea freight town or anchorage dues or other port charges or due or to become due for carriage or other services in respect of any goods or merchandise in transitu and lying at any of the warehouses or stations of the Navigation Companies or either of them at the date of the transfer of their Undertakings as aforesaid shall be or remain unpaid at the end of twelve months from the said date then and in such case the amount due for advances in respect of sea freight town and anchorage dues and other port charges (except in cases where the amount due for any such advances shall to the satisfaction of the Navigation Companies or their agent be shown to be irrecoverable and bad) shall be forthwith ascertained and paid by the Company to the Navigation Companies and the proportion of the entire charge to which the Navigation Companies or either of them on the one hand and the Company on the other hand would have been entitled to receive in respect of the goods or merchandise for which the charge for carriage and services has not been paid there remaining in transitu as aforesaid if the same had then been carried to and delivered at their right destination shall be forthwith ascertained in manner aforesaid and the amount of the share or proportion of the Navigation Companies and each of them shall be paid to them by the Company and if any goods or merchandise in respect of which the Navigation Companies or either of them have received the entire charge for carriage and other services shall remain in transitu as aforesaid at the date of the transfer of the Undertakings the fair proportion of the said charge so received for carriage and
- 15
- 20
- 25
- 30
- 35
- As to settlement of outstanding accounts for goods in transitu at the end of twelve months.

other services to which the Company shall be fairly entitled for carriage or other services so paid for shall be forthwith ascertained and the amount of such proportion be paid by the Navigation Companies to the purchasers;

*As to collection of  
vender's book debts.*

10. The Company shall if required by the Navigation Companies 5  
or either of them collect and get in all other outstanding  
debts remaining due or owing to the Navigation Companies or  
either of them at the date of the transfer of their Under-  
takings for tolls rates or duties or for carriage freight  
advances or otherwise for or in respect of the trade or 10  
business or Undertakings of the Navigation Companies or  
either of them and from time to time when and as the same  
shall be received the money so collected and got in (after  
deducting thereout a commission of two pounds ten shillings  
per centum for such collection and getting in) shall be paid 15  
over to the Navigation Companies;

*Provision for arbitra-  
tion.*

11. In case any question or difference arise between the Company  
and the Navigation Companies or either of them in regard to  
the nature quantity or value of the working plant or the  
increase or diminution thereof or as to the value of the 20  
consumable stores to be purchased by the Company under  
the foregoing provisions in regard to such several matters the  
same shall from time to time as the same may arise be  
referred to and determined by arbitration in accordance with  
the provisions of "The Railway Companies Arbitration Act 25  
" 1859 " and every question or matter so referred shall be  
deemed to be in difference between the Company and the  
Navigation Companies or either of them as the case may be  
and this provision shall have effect as an agreement for  
arbitration under that Act.

30

*Conveyance of  
Undertakings of  
Navigation Com-  
panies.*

- 23.—Any sale and purchase under the foregoing section shall  
be carried into effect by a deed or deeds duly stamped and truly  
stating the consideration and upon the execution of any such  
deed the Undertaking or Undertakings thereby expressed to be  
conveyed shall vest in the Company and subject to the provisions 35  
of this Act they shall have exercise and enjoy all the powers



*The Manchester Ship Canal Act 1885.*

21

rights authorities easements and privileges attaching thereto or  
 enjoyed possessed or exercisable by the Navigation Companies  
 or either of them in relation thereto and all Acts so far as they  
 respectively relate to the Undertaking or Undertakings so conveyed  
 5 or the Navigation Companies or either of them in relation thereto  
 shall subject to the provisions of this Act be read and have effect  
 as if the Company had been named therein instead of that one of  
 the Navigation Companies whose Undertaking shall have been acquired  
 and if the Company acquire the Bridgewater Canals they shall thence-  
 10 forward maintain and keep the same and all the works and conveniences  
 thereto belonging and the Runcorn Docks and also the Hulme Locks  
 and the approaches thereto thoroughly repaired and dredged and in  
 good working order and condition and shall preserve the supplies of  
 water to the same respectively so that the whole of such Canals  
 15 Docks Locks and approaches works and conveyances respectively  
 may be at all times kept open and navigable for the use of all  
 persons desirous to navigate or use the same without any necessary  
 hindrance interruption or delay Any such conveyance may be in the  
 form set forth in the First Schedule to this Act or in any other form  
 20 in any other form which the Company may think fit The Company  
 shall within three months from the date of any such transfer produce  
 to the Commissioners of Inland Revenue every such deed duly stamped  
 as aforesaid and in default of such production the ad valorem  
 stamp duty with interest thereon at the rate of five pounds per centum  
 25 per annum from the date of vesting to the date of payment shall be  
 recoverable from the Company with full costs of suit and all costs and  
 charges attending the same.

See (BC) Act 1907  
 S. 11  
 Act 1966  
 S. 4 (1)

24.—If the Company acquire the Mersey and Irwell Navigation  
 they shall except during the time of any unavoidable interruption of  
 30 traffic occasioned by the constructing of the works by this Act autho-  
 rized maintain a navigation and a towing path between Hunt's Bank  
 and the Manchester Dock with approaches to the locks on the Bridge-  
 water Canal known as the Hulme Locks and to the Manchester Bolton  
 and Bury Canal as good as those now existing.

Company to maintain  
 navigation between  
 Hunt's Bank and the  
 Manchester Dock if  
 they acquire Mersey  
 and Irwell Navigation.

35 25.—Notwithstanding any transfer to the Company under the Saving covenants &c.  
 provisions of this Act of the Bridgewater Canals or any of them or of

the Runcorn Docks or of the Hulme Locks or the approaches thereto or of any of them or of any portion thereof respectively the Company shall be bound by and perform all covenants conditions obligations and stipulations which but for such transfer would have been binding on performable by or would have attached to the Bridgewater Company in respect of the Undertaking so transferred and further all deeds and other instruments relating to such Undertaking or portion shall be read and have effect as if the Company had been named therein instead of the Bridgewater Company. 5

Receipt of directors  
to be valid discharge.

26.—The receipt of three directors of the Navigation Companies respectively for any purchase-money to be paid by the Company shall effectually discharge the Company from the sum which in such receipt shall be acknowledged to have been received from being concerned to see to the application thereof and from being answerable for any loss mis-application or non-application thereof. 10 15

Certain provisions of  
the special Acts of  
the Navigation Com-  
panies not to apply to  
the Company.

27.—None of the provisions conditions or restrictions of the special Acts relating to the Navigation Companies which relate in any way to the constitution or the share or loan capital or the appointment or powers of the Directors of the Navigation Companies respectively shall apply to or in relation to the Company. 20

PART IV. Vaided by (AW) Act 1885  
(TO) Act 1890  
WORKS, &c. (VP) Act 1890

Power to make  
works.

28.—Subject to the provisions of this Act the Company may in the lines and situations shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the Canal Docks Railways and other works shown on the deposited plans among which are the following principal works and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes:— 25

5 authorised by this Act  
one extent applied by  
issued by (AW) Act 1885,  
1890, (VP) Act 1890,  
13 s.11, Act 1896 s.32  
rent 1 works also

24 Act 1949 s.17 (Environ - Runcorn)  
- 25 (Bridgewater lock); Act 1966 (works at Runcorn)  
(On Quay lock) 1975 HRO (Weston Mersey lock - Raudley sluice)  
(Salford docks 6, 7 & 8) 1989 HRO (Salford dock 9 in part)

Number 1.—A new navigable canal or channel (with locks

entrance gates tidal gates weirs sluices and other works therein necessary or expedient for affording access for vessels and the passage of tidal flood and other waters to from and across the same from and to the River Mersey or the estuary thereof to and from the same and to and from the Rivers Gowy and Weaver the Holpool Gutter Pool Hall Brook the Docks Basins and navigation of the Shropshire Union Railways and Canal Company at Ellesmere Port the Docks Basins and navigation of the Trustees of the River Weaver Navigation at Weston Point and the Docks Basins and navigation of the Bridgewater Company at Runcorn) in the Counties of Chester and Lancaster commencing in the bed or foreshore of the estuary of the River Mersey at a point in or adjoining the township of Eastham and in the parish of Eastham and terminating in the township and parish of Runcorn at a point on the left bank of the River Mersey or of the estuary thereof near the western end of the north pier of the Old Quay Docks ;

See  
(To) Act 1890 s. 4

20 Number 1A.—An embankment commencing at a point in or adjoining the said township of Eastham and in the said parish of Eastham and terminating at a point in the township of Netherpool in the said parish of Eastham northward of the bridge over Pool Hall Brook near the point where such brook enters the said estuary ;

25 Number 1B.—An embankment commencing at a point in the said township of Netherpool and terminating at a point in the township of Whitby in the parish of Stoke (detached) ;

30 In connection with the foregoing embankment and in order to make an entrance to and an exit from the Canal from and into the estuary of the River Mersey :—

Number 1B2.—A lock or basin wholly in or adjoining the said township of Whitby and in the said parish of Eastham commencing at a point outside of and sixty feet from that embankment and about two furlongs and eight chains

*The Manchester Ship Canal Act 1885.*

south-east from the commencement thereof and to be constructed in over and upon the bed or foreshore of the said estuary partly in and partly on the outer side of the said embankment and terminating at a point therein south-east of and about three furlongs and four 5 chains from its commencement;

Number 1c.—An embankment commencing at a point in the township of Stanlow in the parish of Ince (formerly extra-parochial) in the flood bank on the left bank of the River Gowy and terminating in the township and parish of Ince 10 at a point in the flood bank on the right bank of the River Gowy;

Number 1d.—An embankment commencing at a point in the said township of Ince about one mile one furlong and four chains (measured in a westerly direction) from the western side of 15 the lighthouse at Ince and thence proceeding in an easterly direction in over and upon the foreshore or bed of the said estuary and terminating at a point in the said township of Ince about two and a-half chains (measured in a north-easterly direction) from the eastern side of the said lighthouse; 20

Number 1e.—An embankment commencing at a point in the said township of Ince about three furlongs and two chains (measured in an easterly direction) from the eastern side of the Ferry House at Ince and thence proceeding in an easterly direction in over and upon the foreshore or bed of 25 the said estuary and terminating at a point in the said township of Ince about five furlongs and nine chains (measured in an easterly direction) from the said eastern side of the said Ferry House;

Number 1f.—An embankment commencing in the said township 30 of Ince at the east corner of the most northerly of the two powder magazines situate near the junction of the Holpool Gutter with the estuary of the River Mersey and thence proceeding in a north-easterly direction over or across the Holpool

*The Manchester Ship Canal Act 1885.*

25

Gutter and terminating at a point in the township and parish of Frodsham about two and a-half chains measured in a north-easterly direction from the commencement of the said embankment;

- 5 Number 1g.—An embankment commencing at a point on  
Frodsham Score in the said township and parish of Frodsham  
and terminating at a point in the said township and parish of  
10 Runcorn at and immediately adjoining the south-western or  
lower end of the island in the said estuary known as Runcorn  
Island or No Man's Land;

In connection with the foregoing embankment and in  
order to make entrances to and exits from the Canal from and  
into the estuary of the River Mersey:—

15  
Luton Mersey lock  
closed HRO 1975  
Art 3

20

Number 1g (a).—A lock or basin wholly in or adjoining the  
township of Weston and in the said parish of Runcorn  
commencing at a point outside of and about sixty-five  
feet from that embankment and about one mile six  
chains north of the commencement thereof and to be  
constructed in over and upon the bed or foreshore of  
the said estuary partly in and partly on the outer side of  
that embankment and terminating at a point therein  
about one mile one furlong and three chains (measured  
in a northerly direction) from the commencement of  
that embankment;

25

See (10) Act 1890  
s. 4 (5)(c)

30

Number 1g (b).—A lock or basin wholly in or adjoining the  
said township of Weston and in the said parish of  
Runcorn commencing at a point outside of and about  
sixty-five feet from that embankment and about one mile  
one furlong and three chains north of the commencement  
thereof and to be constructed in over and upon the bed  
or foreshore of the said estuary partly in and partly on  
the outer side of the said embankment and terminating  
at a point therein about one mile two furlongs (measured  
in a northerly direction) from the commencement of that  
embankment;

35

Number 1g (c).—A lock or basin wholly in or adjoining the  
said township of Runcorn and in the said parish of

3

H

Runcorn lock  
closed, Act 1  
1950 S. 25

Runcorn commencing at a point outside of and about sixty-five feet from that embankment about two miles and five chains north-east of the commencement thereof and to be constructed in over and upon the bed or foreshore of the said estuary partly in and partly on the outer side of the said embankment and terminating at a point therein about two miles one furlong and two chains (measured in a north-easterly direction) from the commencement of that embankment; 5

Number 1h.—An embankment commencing at a point in the said township of Runcorn about five and a-half chains (measured in a south-westerly direction) from the north-eastern or upper end of the island in the said estuary known as Runcorn Island or No Man's Land and terminating in the said township of Runcorn at a point on the left bank of the said estuary or river being the termination of Work Number 1. 10

In connection with the foregoing embankment and in order to make an entrance to and exit from the Canal from and into the River Mersey or the estuary thereof:—

Old Quay lock  
closed 1970 H&O  
Act 3

Number 1h. (a). A lock or basin wholly in or adjoining the said township of Runcorn and in the said parish of Runcorn commencing at a point outside of and about sixty-five feet from that embankment and about one furlong and eight chains east of the commencement thereof and to be constructed in over and upon the bed or foreshore of the River Mersey or of the estuary thereof partly in and partly on the outer side of that embankment and terminating at a point therein about two furlongs and three chains (measured in an easterly direction) from the commencement of that embankment; 20 25 30

In connection with and between the commencement and termination of Work Number 1 the raising or lowering of part of the waters of the Rivers Mersey Weaver and Gow and the Holpool Gutter and of the cuts canals and channels connected therewith respectively;

*The Manchester Ship Canal Act 1885.*

27

5 Number 2.—A new navigable Canal or channel commencing at the termination of Work Number 1 and terminating in the township and parish of Grappenhall in the County of Chester at a point near the junction of Bradshaw Lane with Thelwall Road;

10 Number 3.—A new navigable Canal or channel commencing at the termination of Work Number 2 and terminating in the townships of Salford and Stretford in the parish of Manchester i. the County of Lancaster at the western end of the southern abutment of the Trafford Bridge;

*Sec (nw) Act  
1883 s. 15*

15 In connection with and between the commencement and termination of Work Number 3 the raising or lowering of the level of the waters of the Rivers Mersey Bollin and Irwell and of the cuts canals brooks and channels connected therewith respectively;

20 Number 4.—A lock wholly in the said township of Stretford commencing at the lower gates of the existing lock at Throstle Nest and extending in a north-westerly direction along the river Irwell a distance of about twenty-seven yards and in connection with the said lock a weir parallel with and about twenty-five yards below the existing weir at Throstle Nest commencing in the said township of Salford at the right bank of the River Irwell and terminating in the said township of Stretford at the left bank of that River and wholly within those townships;

*ditto*

25 Number 5.—A dock (Dock Number 1) with an entrance thereto from Work Number 3 partly in the said township of Salford and partly in the said township of Stretford;

30 Number 6.—A dock (Dock Number 2) with an entrance thereto from Work Number 5 and an entrance into the Dock next hereinafter described wholly in the said township of Salford;

*ditto*

Number 7.—A dock (Dock Number 3) partly in the said township of Stretford and partly in the said township of Salford and partly in the township of Hulme in the said parish of

*ditto*

Manchester with an entrance thereto from Work Number 6 wholly in the said township of Salford;

Number 8.—A new navigable cut or canal (being a diversion of the Bridgewater Canal) wholly within the township of Barton-upon-Irwell in the parish of Eccles in the County of Lancaster 5 commencing and terminating by a junction with that canal;

Number 9.—The diversion of the present channel and course of the River Mersey wholly in the township of Woolston and Martinicroft in the parish of Warrington in the County of Lancaster by a new out commencing at a point about twenty-four chains south of the western end of Woolston Weir measured along the right bank of that river and terminating by a junction with that river at a point about forty-five chains from the commencement of the said work measured along the said right bank; 15

Number 10.—A new cut (with a lock therein) wholly in the township of Appleton in the parish of Great Budworth in the County of Chester commencing by a junction with Work Number 2 at a point near the western end of the bridge over the Runcorn and Latchford Canal known as Twenty Step Bridge and extending along that Canal in a north-easterly direction a distance of about four chains and thence terminating;

Number 11.—The diversion of the present channel and course of the River Mersey wholly in the township and parish of Warrington by a new cut commencing at a point about seventeen chains below the bridge over that river known as Warrington Bridge and terminating by a junction with the river at a point about eleven chains above the bridge over that river known as Walton Girder Bridge. In connection with this Work a dam across the bed of the River Mersey in a south-westerly direction commencing in the township of Latchford in the said parish of Grappenhall and terminating in the said township of Warrington;

Number 12.—A dam across the bed of the River Mersey in a south-westerly direction (with a lock therein) commencing 35



abandoned and  
new works substituted  
Act of 1893 & 446 & 11

in the said township of Warrington and terminating in the township of Walton Inferior in the said parish of Runcorn on the left bank of that river;

5      Number 13.—A dock or basin (Dock Number 4) with an entrance thereto from Work Number 2 to be constructed partly on lands known as Arpley Meadows and partly on land adjoining thereto now forming the bed of the portion of the River Mersey to be diverted by Work Number 11;

10      Number 14.—Branch Railway Number 1 (five furlongs and six chains in length).—A railway wholly in the said township of Warrington commencing by a junction with the branch railway of the London and North Western Railway Company which connects the Warrington and Stockport Railway of that Company with the Birkenhead Lancashire and Cheshire Junction Railway at the northerly end of the said Walton Girder Bridge thence proceeding in an easterly direction across Arpley Meadows for a distance of about five furlongs and six chains and there terminating;

20      Number 15.—Branch Railway Number 2 (two furlongs and 4·5 chains in length).—A railway wholly in the township of Partington in the parish of Bowdon in the County of Chester commencing by a junction with the Railway Number 2 authorized by "The Manchester Sheffield and Lincolnshire  
25      " Railway (Extension to Liverpool) Act 1865 " and now belonging to the Cheshire Lines Committee at a point thereon about seventeen chains (measured along that railway) south-east of the south-eastern end of the bridge carrying that railway over the River Mersey near Partington Station thence  
30      proceeding in a northerly direction for a distance of about twenty-four chains and there terminating;

35      Number 16.—Branch Railway Number 3 (two furlongs and 5·5 chains in length).—A railway commencing in the said township of Barton-upon-Irwell by a junction with the said Railway Number 2 authorized by "The Manchester Sheffield and Lincolnshire Railway (Extension to Liverpool) Act 1865 " at a point thereon about eighteen chains north-west of the north-western end of the said bridge carrying that railway over  
3

the River Mersey measured along that railway thence proceeding in a north-easterly direction for a distance of about twenty-six chains to and terminating in the said township of Partington ;

Number 17.—Deviation Railway Number 1 (two miles four furlongs and five chains in length).—The diversion of the main line of the London and North Western Railway where it crosses the River Mersey at the Walton Viaduct near Warrington by the construction of a deviation railway commencing in the township of Moore in the said parish of Runcorn by a junction with the said main line and terminating by a junction with the said main line in the said township of Warrington at the north side of the Three Arch Bridge on the said main line ;

Number 18.—Deviation Railway Number 2 (one mile five furlongs and two chains in length).—The diversion of the Birkenhead Lancashire and Cheshire Junction Railway by the construction of a deviation railway commencing in the said township of Moore by a junction with that railway and terminating by a junction with Deviation Railway Number 1 in the said township of Walton Inferior ;

Number 19.—Deviation Railway Number 3 (two miles four furlongs and 2·7 chains in length).—The diversion of the said Warrington and Stockport Railway by the construction of a deviation railway commencing in the said township of Latchford by a junction with that railway and terminating in the township of Thelwall in the parish of Runcorn (detached Number 3) in the County of Chester by a junction with that railway ;

Number 20.—Deviation Railway Number 4 (two miles two furlongs and nine chains in length).—The diversion of the said Railway Number 2 authorized by "The Manchester Sheffield and Lincolnshire Railway (Extension to Liverpool) Act 1865" by the construction of a deviation railway commencing in the township of Carrington in the said parish of Bowdon by a junction with that railway and terminating in the said township of Barton-upon-Irwell by a junction with the Liverpool and Manchester Railway of the Cheshire Lines Committee ;

Number 21.—Deviation Railway Number 5 (two miles three furlongs

5 and five chains in length).—The diversion of the said Liverpool and Manchester Railway by the construction of a deviation railway commencing in the township and parish of Flixton in the County of Lancaster by a junction with that railway and terminating by a junction with that railway in the said township of Barton-upon-Irwell;

10 Number 22.—Junction Railway (five furlongs in length).—A railway commencing in the said township of Walton Inferior by a junction with the said branch railway of the London and North Western Railway Company which connects the said Warrington and Stockport Railway with the said Birkenhead Lancashire and Cheshire Junction Railway and terminating in the township of Acton-Grange in the said parish of Runcorn by a junction with the said Deviation Railway  
15 Number 2;

20 Number 23.—A new road commencing in the said township of Walton Inferior in the public road leading from Chester to Warrington at or near the "Stag Inn" and terminating in the said township of Latchford in the public road running along the left bank of the River Mersey And the Company may stop up so much of the said road from Chester to Warrington as lies between the said "Stag Inn" and a point about thirty-six chains north-east of the said "Stag Inn" measured along the said road;

25 Number 24.—A new road wholly in the said township of Walton Inferior commencing in the public road which leads from the said Chester and Warrington Road past and on the west side of the Walton Mill towards the Runcorn and Latchford Canal and terminating by a junction with Work Number 23 at a point therein about seven chains from its commencement  
30 And the Company may stop up and extinguish all rights of way over so much of the said road which leads past and on the west side of the Walton Mill as lies between two points respectively about five chains and ten chains (measured along that road in a northerly direction) from the junction between that road and the said Chester and Warrington Road and also so much of the road which leads from the said Chester and Warrington Road past and on the east side of  
35

the said Walton Mill towards the Runcorn and Latchford Canal as lies between two points respectively about four chains and ten chains (measured along that road in a northerly direction) from the junction between that road and the said Chester and Warrington Road ;

5

Number 25.—A new road commencing in the said township of Walton Inferior in the public road leading from Chester to Warrington and terminating in the said township of Appleton in the public road or highway leading from Warrington to Stretton and Northwich near St. Thomas's Church in Stockton Heath ;

Number 26.—A new road wholly in the said township of Latchford commencing in Aockers Lane and terminating in Common Lane And the Company may stop up so much of the said Common Lane as lies between two points respectively about nine chains and twenty-one chains south-east of the said level crossing measured along Common Lane ;

Number 27.—A new road commencing in the said township of Latchford in the public road leading from Hunt's Lane to Latchford Station and terminating in the said township of Grappenhall in the public road leading from Thelwall to Latchford And the Company may stop up and extinguish all rights of way over so much of Cross Lane as lies between two points respectively about five chains north-west and three chains south-east (measured along that road) from the point where the Warrington and Stockport Railway crosses on the level Cross Lane and to stop up so much of the said Thelwall and Latchford Road as lies between a point therein about seven chains east (measured along that road) of the said Morris Brook Farm House and a point on the said Thelwall and Latchford Road about three chains east (measured along that road) of the junction of Cross Lane with that road ;

Number 28.—A new road wholly in the said township of Barton-upon-Irwell commencing in the public road leading from Manchester to Warrington and terminating in the public road called Moss Lane And the Company may stop up and

36

extinguish all rights of way over so much of Moss Lane as lies between two points respectively about one chain north-west and five chains south-east of the last-mentioned level crossing;

- 5      Number 29.—A new road wholly in the said township of Salford commencing in Ordsall Lane at or near the junction of Grantham Street with that lane and terminating by a junction with Smith Street at or near the junction of that street with Landseer Street And the Company may stop  
10      up and extinguish all rights of way over so much of Ordsall Lane as lies between the northern corner of Ordsall Paper Works and the western corner of Tatton Mills and so much of Taylorson Street as lies between Smith Street and Chief Street and over the following streets  
15      wholly in the said township of Salford namely Garfield Street Saint James's Street Higson Street Lower Craven Street Gledhill Street Landseer Street Markendale Street Harry Street Monmouth Street Tyler Street Rixton Street  
20      Guy Fawkes Street Warburton Street Soho Street Ross Street Hereford Street Tintern Street Grantham Street Stamford Street and Chief Street;

Number 30.—A new road wholly in the said township of Salford commencing in Taylorson Street at its junction with Smith Street and terminating in Ordsall Lane;

- 25      Number 31.—The widening of Smith Street wholly in the said township of Salford on the south side thereof between Trafford Road and Landseer Street;

- 30      Number 32.—A new road wholly in the said township of Salford commencing in Trafford Road and terminating by a junction with Ordsall Lane at the junction of that lane with Chief Street;

- 35      Number 33.—An opening bridge wholly in the said township of Salford with all necessary machinery and apparatus to carry Trafford Road over the entrance from Dock Number 1 to Dock Number 2 commencing in Trafford Road and terminating in that road about two chains north of the point of commencement;

See  
(Am) Act 1885  
s. 15

Number 34.—An opening bridge wholly in the said township of Barton-upon-Irwell with all necessary machinery and apparatus to carry Barton Road over Work Number 3 commencing in the said road and terminating in that road at a point about two chains north of the point of commencement; 5

Number 35.—An opening bridge wholly in the township of Rixton-cum-Glazebrook in the said parish of Warrington with all necessary machinery and apparatus to carry the Rixton and Warburton Road over Work Number 3 commencing in the said road and terminating in that road 10 at a point about two chains north-west of the point of commencement;

See (V) Act of 1890  
S. 6 (3) Rixton  
in Lancashire  
S. 6 in Cuslure

Number 36.—An opening bridge wholly in the said township of Latchford with all necessary machinery and apparatus to carry the road leading from Knutsford to Warrington over 15 Work Number 2 commencing in that road and terminating in that road at a point about two chains north of the said point of commencement;

*ditto*

Number 37.—An opening bridge wholly in the said township of Latchford with all necessary machinery and apparatus to 20 carry the road leading from Hunt's Lane to Latchford Station over Work Number 2 commencing in that road and terminating in that road at a point about two chains north of the said point of commencement;

*ditto*

Number 38.—An opening bridge wholly in the said township of 25 Latchford with all necessary machinery and apparatus to carry Ackers Lane over Work Number 2 commencing in that lane and terminating in that Lane at a point about two chains north of the point of commencement;

*ditto*

Number 39.—An opening bridge wholly in the said town- 30 ship of Appleton with all necessary machinery and apparatus to carry the road leading from Warrington to Stretton and Northwich over Work Number 2 commencing in that road and terminating in that road at a point about two chains north of the point of commencement;

*ditto*

5      Number 40.—The removal of so much of the bed or foreshore of the River Mersey or of the estuary thereof in or adjoining the township of Widnes and in the parish of Prescot in the County of Lancaster as lies between the northern shore of that river or estuary and an imaginary line drawn parallel with and at a distance of about twelve chains to the south of the said shore and extending a distance of about twenty chains above and about fifteen chains below the bridge over the River Mersey known as Runcorn Bridge;

10      Number 41.—A wall or embankment commencing in the bed or foreshore of the estuary of the River Mersey at a point in or adjoining the said township of Eastham and in the said parish of Eastham at and immediately adjoining the eastern side of the Eastham Ferry Stage at its junction with the  
15      southern bank of the said estuary and terminating in the bed or foreshore of the said estuary at a point in or adjoining the said township of Eastham and in the said parish of Eastham.

20      Provided that such of the said works as are to be constructed between the commencement and termination of Work Number 1 shall be constructed in the line shown upon plans signed by the Right Honourable William Edward Forster the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred and which plans are deposited as to one copy in the Private Bill Office of the  
25      House of Commons as to another copy in the Office of the Clerk of the Parliaments as to another copy at the Office of the Clerk of the Peace for the County of Lancaster and as to the other copy at the Office of the Clerk of Peace for the County of Chester and shall be deemed part of the deposited plans. Provided also that the lower  
30      sills of the locks at the entrance of the Canal at Eastham shall not be constructed at a lower level than twenty-three feet below the datum level known as "Old Dock Sill."

29.—(1) The Company may from time to time dredge the bed  
banks shores and channels of the River Mersey or the estuary  
35      thereof and of the River Weaver or the estuary thereof and of the River Irwell within the following limits and for the purposes in the manner and to the extent following (that is to say):—  
*Power to make subsidiary works.*

*The Manchester Ship Canal Act 1885.*

- (A.) For the purpose of making and maintaining an access to the Canal at Eastham the Company may dredge to a depth not exceeding twenty feet below the datum level known as Old Dock Sill:—

amended to  
twenty nine by Act  
1949 S. 18 (2)(a)  
5

So much of the River Mersey or of the estuary thereof as lies between Bromborough Pool and the commencement of Work Number 1 and (within those limits) between the southern shore of the River Mersey and an imaginary line drawn from a point situate five hundred yards north east of the low water line of a spring tide which rises twenty-one feet above the said datum level and proceeding from that point to a point three hundred yards from the north eastern extremity of the Eastham Ferry Landing Stage and proceeding thence to the commencement of Work Number 1 (A);

area amended by  
Act 1949 S. 18(1)  
and schedule  
and by Act of  
1924 S. 7.  
10

but such access shall not by any means either mechanical or otherwise be made lower than that depth;

And the Company may also dredge to a depth not exceeding twenty-two feet below the said datum level:—

So much of the said River or estuary within the foregoing limits as extends for a length of two hundred yards from the lower sills of the entrance dock at Eastham.

amended to  
twenty nine see  
above  
20

- (B.) For the purpose of making and maintaining accesses to and from the low water channels of the River Mersey or the estuary thereof from and to the Works Number 18A 1G (a) 1G (b) 1G (c) and 1H (a) and for securing the passage and escape of land waters into the River Mersey or the estuary thereof:—

substitute "lock"  
(19) Act 1890 S. 31

So much of the River Mersey or of the estuary thereof as lies to the north of Work Number 1 and between the commencement thereof and the bridge over the River Mersey known as Runcorn Bridge and an imaginary line drawn parallel with and at a distance of five hundred yards to the north of the said north side of that Work.

35

- (C.) In connection with and for the purposes of the works by this Act authorized and to enable the Company to comply with the provisions of this Act:—



5 So much of the River Weaver and of the estuary thereof as lies between Frodsbam Bridge and the estuary of the River Mersey also of so much of the River Mersey as lies between the bridge over the River Mersey at Runcorn and the junction of that river with the River Irwell and so much of the last-mentioned river as lies between its junction with the River Mersey and Hunt's Bank in Manchester.

(2.) And subject to the provisions of this Act and for the purpose  
10 of constructing the works by this Act authorized the Company may construct and maintain all cuts channels locks weirs dams basins reservoirs ponds trenches pounds graving docks lay-byes gates sluices culverts syphons by-passes arches bridges (fixed or opening) ferries sewers drains embankments towing paths walls jetties landing  
15 places dolphins moorings buoys beacons lights groynes quays wharves warehouses sheds buildings engines pumps machinery hydraulic and other lifts and cranes drops staithes tips railways tramways junctions sidings turntables signals roads approaches works and appliances which may be necessary or convenient for or incidental to the before-mentioned  
20 works or any of them and between Howley Weir in Warrington and Hunt's Bank aforesaid may remove alter raise or lower any cuts weirs banks drains sluices locks channels water-courses bridges arches culverts pipes sewers and drains and such other works as it may be necessary or convenient so to deal with in connection with and for the purposes  
25 of the works by this Act authorized and may between the commencement of Work Number 2 and the termination of Work Number 3 and as incidental to the works by this Act authorized alter vary and reconstruct all or any of the bridges over the Rivers Mersey and Irwell or either of them and substitute opening for fixed bridges and  
30 remove all bridges rendered unnecessary by reason of the construction of substituted bridges or ferries and the Company and the Authority in whom any such bridge is vested or who is liable for the repairs thereof may enter into and fulfil contracts for or in relation to the construction maintenance or repair thereof Provided always that the  
35 Company shall do as little damage as can be and shall make full compensation to all persons interested for all damage sustained by them by the execution of such works.

q  
(VP) Ad. 1890  
S.7

(3.) The Company shall not execute any works or conduct any operations under the powers of this Section within the jurisdiction of the Mersey Commissioners except in accordance with plans and sections first submitted to and approved of in writing by the Acting Conservator.

5

As to soil and material dredged by Company.

30.—Subject to the provisions of this Act the Company may use and appropriate in the works connected with their undertaking or otherwise dispose of the soil and material dredged by them from time to time Provided that no such soil or material shall be deposited within the limits of the jurisdiction of the Mersey Commissioners or 10 seaward thereof except with their approval in writing.

Lock entrances to certain navigations to be under control of the Company.

31.—(1.) The Company shall contemporaneously with the Canal construct and at all times maintain in good working order and condition the following works which shall form (unless otherwise agreed) the sole entrances to and exits from the following docks basins and navigations 15 from and to the River Mersey or the estuary thereof across the Canal free of toll and of ship dues (that is to say):—

(A.) The lock or basin Work Number 1 a (a) to form such entrance and exit to and from the existing docks basins and navigation of the Trustees of the River Weaver 20 Navigation at Weston Point; and

(B.) The lock or basin Work Number 1 a (c) to form such entrance and exit to and from the existing docks basins and navigation of the Bridgewater Company at Runcorn parts of the Bridgewater Undertaking; 25

(2.) The said several locks or basins and all appliances connected therewith respectively shall at all times be under the sole control and management of the Company;

(3.) The said several locks or basins shall be worked by and at the cost of the Company so as to afford all reasonable facilities for the 30 traffic destined for or coming from those several docks basins and navigations and in accordance with bye-laws to be made and enforced

1901 in Weston  
Mersey Lock

Repeated

1975 HRO Art. 3 (b)

Reading Act 1950

S. 25

under and according to the provisions of Part VIII. of this Act with respect to Bye-Laws;

(4.) The Company shall provide and work free of charge during each tide the necessary motive power for towing all barges and sailing vessels to and from the said docks and basins at Runcorn or the lock from the Bridgewater Navigation into the River Mersey through Work Number 1c (c) and the bye-laws regulating the traffic destined for or coming from those docks and basins and lock and for regulating within the Canal the traffic in and near the said docks and basins and lock shall be such as shall secure for such first-mentioned traffic whatever precedence shall be found necessary to enable the same to pass between such docks and basins and lock and the River Mersey and to proceed to Liverpool or vice versa on the same tide in all cases in which such traffic would have been able so to pass and proceed if the Canal had not been made and until such bye-laws have been duly made and confirmed and at any time or times when no such bye-laws shall be in force the said first-mentioned traffic may enter or leave the Canal at Eastham and may pass along the Canal between such docks and basins and lock and Eastham free of any ship dues or canal or lockage tolls;

(5.) The Company shall scour the approach to the said lock or basin Work Number 1c (a) as fully as the Trustees of the River Weaver Navigation have heretofore scoured the approaches to their said several docks basins and navigation at Weston Point and the approach to the said lock or basin Work Number 1c (c) as fully as the Bridgewater Company have heretofore scoured the approach to their said docks and basins at Runcorn;

(6.) If through any act or default of the Company any of the said locks or basins be at any time incapable of being so used as to afford such reasonable facilities the said traffic obstructed thereby may during such time enter or leave the Canal at Eastham and pass along the Canal free of toll and of ship dues.

As to entrance &c. to  
Widnes Dock &c.

sealed

970 HRO Mr 3 (5)

32.—(1.) The Company shall contemporaneously with the Canal construct and at all times thereafter maintain in good working order and condition the lock or basin Work Number 1 n (a) as an entrance to and exit from the Canal from or to the River Mersey or the estuary thereof and (in respect of traffic destined for or coming from any dock basin or canal at Widnes) free of toll; 5

(2.) The said lock or basin and all appliances connected therewith shall at all times be under the sole control and management of the Company;

(3.) The said lock or basin shall be worked by and at the cost of 10 the Company so as to afford all reasonable facilities for all such traffic and in accordance with Bye-Laws to be made and enforced under and according to the provisions of Part VIII. of this Act with respect to Bye-Laws;

(4.) Any vessel passing from any dock basin or canal at Widnes 15 to the docks basins and navigation of the Trustees of the River Weaver Navigation at Weston Point or any of them may enter the said lock or basin Work Number 1 n (a) and pass along the Canal to the said docks basins and navigation at Weston Point or any of them free of toll; 20

(5.) All traffic passing between any existing dock basin or canal at Widnes and any point on the Canal through the said lock or basin Work Number 1 n (a) and not leaving the Canal at Eastham Locks shall be subject to the tolls mentioned in the section of this Act the marginal note whereof is "Tolls for local traffic" as if it had been 25 traffic chargeable under that section.

As to opening  
bridges.

1/1960 s.7

22 Lane)

RO Mr 4

ford Road)

33.—The Company shall at their own cost maintain all opening bridges whereby any public road is carried over the Canal and shall at their own cost open and close the same in accordance with bye-laws to be made and enforced under and according to the provisions of 30 Part VIII. of this Act with respect to bye-laws Provided that all such bridges shall be kept closed at all times except when required to be open for the passage of vessels and shall at such times be kept open only so long as shall be reasonably necessary for such passage.

Limits of deviation.

34.—In constructing the works by this Act authorized the 35 Company may subject to the approval in writing of the Mersey

Commissioners deviate laterally from the lines shown on the deposited plans and vertically from the levels shown on the deposited sections in manner following that is to say :—

- 5 1. As to the railways and works other than the works between the commencement and termination of Work Number 1 to any extent laterally within the limits of deviation shown on the deposited plans ;
- 10 2. As to the said works between the commencement and termination of Work Number 1 to any extent laterally within the limits of deviation shown on the deposited plans ;  
  
Provided they do not deviate any of such last mentioned works so as to extend further than is shown on the said plan signed by the Right Honorable William Edward Forster within the line of the high-water mark of a tide uninfluenced by the wind of the height of twenty-one feet at George's Pier Liverpool as measured from the datum level known as Old Dock Sill ;
- 15 3. As to the railways to any extent vertically not exceeding five feet upwards and five feet downwards ;
- 20 4. As to all other works except the lower sills of the locks at the entrance of the Canal at Eastham or the entrance channel to the Canal at Eastham to any extent not exceeding five feet upwards and ten feet downwards ;

Provided further that no deviation of any works authorized  
25 by this Act within the limits of deviation of which any public navigation tidal river or channel is included shall be made from the lines thereof as shown on the deposited plans even within the limits of deviation shown on such plans in such manner as to diminish the navigable space of such river or channel without the previous consent  
30 of the Board of Trade or otherwise in such manner as is expressly authorized by the Board of Trade and whenever the said works shall fall within such parts of the estuary as may be under the jurisdiction of the Mersey Commissioners without the previous approval in writing of the Acting Conservator.

Power to divert  
waters.

35.—(1.) The Company may subject as hereinafter mentioned from time to time divert into and impound in the Canal Docks and other works of the Company and in the areas included between the southern or Cheshire bank of the said estuary and of the River Mersey and the embankments Works Numbers 1a 1b 1c 1d 1e 1f 1g and 1h 5 respectively:—The waters of the said estuary and of the Rivers Mersey Irwell Weaver Gowy and Bollin and of the Mersey and Irwell Navigation the Holpool Gutter Pool Hall Brook Red Brook Glazebrook Marsh Brook Morris Brook Bent-lane Brook Boyle Brook Salt Eye Brook Walton Mill Brook Grange Mill Brook and Lumb Brook the 10 Runcorn and Latchford Canal Woolston Cut Butobers' Field Cut and Stickings Cut and all other waters under the control of the said Mersey and Irwell Company or of the Bridgewater Company as their successors or assigns or to which those Companies or either of them have any right and may enter upon take and use the bed channel and 15 banks of the said estuary rivers cuts channels canal and navigation where the same may be coincident with or intersected by the line of the intended works and may supersede and discontinue the use for the purposes of navigation and fill in and level so much of the present course or channel of the River Irwell between Throstle Nest and its 20 junction with the River Mersey and of the River Mersey between that point and Woolston Weir and of the said Runcorn and Latchford Canal and of the cuts and channels connected therewith respectively as may be rendered unnecessary by the construction of the works by this Act authorized or any of them; 25

(2.) The Company shall cause to be returned into the River Mersey or the estuary thereof at some point therein not being more than forty chains west of the site of the existing "Old Quay Docks" at Runcorn and if found practicable at a point on the Canal not less than fifteen miles and seven and a-half furlongs from the commence- 30 ment thereof all waters taken from that River at or above the locks to be constructed on the Canal near Latchford which if not so returned would pass down the Canal beyond the said point forty chains west of the "Old Quay Docks; "

(3.) The Company shall permit or cause all the tidal and other 35 waters of the River Weaver which flow into the Canal to pass into the estuary of the River Mersey at some point therein not being below the present outfall of the River Weaver into the said estuary and at the same period of each tide as such water would naturally pass into the

Repealed  
1975 HRO Act 4

[To] Act 1890  
- Act 1904  
and 22.

said estuary if the Canal were not constructed And the Company shall be liable to a penalty of five hundred pounds for every day or part of a day upon or during which any breach of any of the provisions of this sub-section (3) occurs or continues such penalty to be  
5 recoverable by the Mersey Commissioners or the Mersey Docks and Harbour Board with full costs of suit in any Court of competent jurisdiction.

36.—(1.) The Mersey Commissioners and the Acting Con-  
servator and any person acting under their or his authority shall at all  
10 times have free access to and liberty to inspect examine and survey any works of the Company.

Provisions for the  
Mersey Commis-  
sioners.

(2.) If any work executed by the Company shall at any time in the opinion of the Mersey Commissioners cause any injury to the estuary or any of the approaches thereto or to the bar or prejudicially  
15 affect any anchorage mooring-ground or landing-stage within the jurisdiction of the Mersey Commissioners or the access to any dock or in any way cause injury to the navigation or to the due working of any ferry within that jurisdiction then and in every such case the said Commissioners shall have power (notwithstanding any approval by them of  
20 such work) to order the Company to take such steps as may appear to the said Commissioners necessary or proper for preventing or remedying such injury or prejudicially affecting as aforesaid.

These provisions  
apply also to  
subsequent  
authorising  
powers

(3.) Any Order made by the Mersey Commissioners under this Section may be enforced by mandamus to be obtained by the said  
25 Commissioners out of the High Court of Justice or the said Commissioners may in default of compliance by the Company with the requirements of any such Order themselves cause its requirements to be executed.

(4.) All reasonable costs charges and expenses from time to time  
30 incurred by the Mersey Commissioners in the exercise or enforcement of any of their powers and duties under this Act shall be borne paid and discharged by the Company and be recoverable from the Company as a debt due to the Crown or as any penalty is recoverable from the Company under this Act.

35 (5.) Nothing in this Act shall impair abridge or prejudicially affect any powers rights or privileges of the Mersey Commissioners under "The Mersey Conservancy Act 1842" or any other Act of Parliament for the time being in force.

Works not to be altered &c. without consent of Mersey Commissioners.

See note to s. 36

37.—The Company shall not at any time alter or extend any work by this Act authorized without obtaining previously to making any such alteration or extension the consent or approval of the Mersey Commissioners to be signified in writing by the Acting Conservator for the time being. If any such work be commenced or completed 5 contrary to the provisions of this Act the Mersey Commissioners may abate and remove the same and restore the site thereof to its former condition at the cost and charge of the Company and the amount of such costs and charges shall be a debt due from the Company to the Mersey Commissioners and be recoverable as a debt due to the Crown 10 is recoverable with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Portion of capital to be issued and accepted before works commenced.

38.—The Company shall not execute any of the Canal works nor construct any Docks under the powers of this Act unless and until within two years after the passing of this Act shares for five 15 million pounds of capital exclusive of any moneys raised by the Company for the purchase of the Bridgewater Navigation and the Mersey and Irwell Navigation are issued and accepted and the Company have proved to the Board of Trade or if that Board declines to act therein then to the Stipendiary Magistrate for the City of Manchester 20 and such Board or Magistrate shall have certified that shares for the whole of the said sum of five million pounds have been issued bona fide and are held by the persons or Corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or Corporations or their executors administrators 25 successors or assigns are legally liable for the same and upon production to the Board of Trade or to such Magistrate as the case may require of the books of the Company and of such other evidence as they or he shall think sufficient they or he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient 30 evidence thereof. Nothing in this section shall be in substitution for or affect the provisions of Section 16 of "The Lands Clauses Consolidation Act 1845."

Period for completion of works.

39.—If the works by this Act authorized are not completed within seven years from the passing of this Act then on the expiration 35 of that period the powers by this Act granted to the Company for executing the same or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

ended by  
Act 1891 s. 12  
" 1893 s. 34  
" " s. 12  
" 1896 s. 40



40.—Whereas pursuant to the Standing Orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter 20 a sum of two hundred and ninety-nine thousand six hundred and sixty-four pounds five shillings and three-  
 5 pence Consolidated three per centum Annuities whereof a part namely twenty-three thousand one hundred and twenty-five pounds three shillings and threepence (hereinafter referred to as "the Railway  
 "Deposit Fund") represents five per centum upon the amount of the  
 10 estimate in respect of the Railways by this Act authorized and the balance whereof namely two hundred and seventy-six thousand five hundred and thirty-nine pounds two shillings (hereinafter referred to as "the Canal Deposit Fund") represents four per centum upon the  
 15 amount of the estimate in respect of the works other than Railways by this Act authorized has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act. Be it enacted that notwithstanding anything  
 20 contained in the said Act the Railway Deposit Fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor  
 25 of them which persons survivors or survivor are or is in this Act referred to as "the Depositors" unless the Company shall previously to the expiration of the period limited by this Act for completion of the Railways complete to the satisfaction of the Board of Trade the Deviation and Junction Railways for the public conveyance  
 30 of passengers and open the Branch Railways for the conveyance of goods traffic. Provided that if within such period as aforesaid the Company complete the Deviation and Junction Railways or open any portion of the Branch Railways for the conveyance of goods traffic then on the production of a certificate of the Board of Trade specifying  
 35 such completion or the length of the portion of the Branch Railways opened as aforesaid and the portion of the Railway Deposit Fund which bears to the whole of the Railway Deposit Fund the same proportion as the length of the Railways so completed or opened bears to the entire length of the Railways the Chancery Division shall on the application of the depositors or the majority of them order the  
 40 portion of the Railway Deposit Fund specified in the certificate to be paid or transferred to them or as they shall direct and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified and it shall not be necessary to produce any certificate of

Railway deposit money not to be repaid except so far as Railways are opened.

See Act 1891 s.12  
(Ac) Act 1893 s.12

this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application of  
Railway deposit.

See Act 1891 S. 12  
AC .. 1893 S. 12  
.. 1896 S. 35

41.—If the Company do not previously to the expiration of the period limited for the completion of the Railways so complete and open the same respectively in manner aforesaid then and in every such case 5 the Railway Deposit Fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement con- 10 struction or abandonment of the Railways or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in 15 satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division may seem fit and if no such compensation is payable or if a portion of the Railway Deposit Fund has been found sufficient to satisfy all just claims in respect of such compensation then the Deposit Fund or such portion thereof as 20 may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated 25 Fund of the United Kingdom or in the discretion of the Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company 30 for the benefit of the creditors thereof provided that until the Railway Deposit Fund has been repaid or re-transferred to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the 35 depositors.

Release of Canal  
Deposit Fund.

42.—On the application of the Depositors at any time after the expiration of three years from the passing of this Act but

not sooner the Chancery Division may and shall order that the Canal Deposit Fund or such portion thereof as shall not have become applicable as in this section provided and the interest and dividends thereon shall be transferred to the Depositors or to any person or persons whom the Depositors may appoint in their behalf. Provided that if the Company do not before the expiration of two years from the passing of this Act purchase and pay for the Bridgewater Undertaking and the Mersey and Irwell Undertaking the Canal Deposit Fund shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowner or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement or construction of the Canal or any portion thereof and for which injury no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division shall seem fit. Provided that until the Canal Deposit Fund has been repaid or re-transferred to the Depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid or transferred to or on the application of the Depositors.

43.—If the Company do not previously to the expiration of the period limited for the completion of the Canal so complete and open the same for public traffic then from and after the purchase of the Bridgewater Undertaking and the Mersey and Irwell Undertaking and the payment therefor and until the expiration of the said period the net income derivable from the Bridgewater Undertaking shall be charged with and shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement or construction of the Canal or any portion thereof and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division may seem fit.

*Application of income of Bridgewater Undertaking.*

44.—As soon as the Deviation and Junction Railways and the said diversion of the Bridgewater Canal by this Act authorized shall

*Deviation &c. Railways vested in Companies &c.*

have been respectively completed ready for public traffic they shall with their appurtenances vest as follows:—

As to Deviation Railways Number 1 and Number 3 in the London and North Western Railway Company;

As to Deviation Railway Number 2 and the Junction Railway in that Company and the Great Western Railway Company jointly;

As to Deviation Railways Number 4 and Number 5 in the Cheshire Lines Committee; and

As to the said Canal diversion in the Bridgewater Company or their assigns;

And the said several Railways and Canal diversion respectively shall for all purposes (including the levying of tolls rates and charges in respect thereof) constitute parts of the respective undertakings of those respective bodies in substitution for the portions of the 15 Railways and Canal of those respective bodies in lieu of which such Deviation and Junction Railways and Canal diversion shall have been respectively constructed.

Railway Companies and Bridgewater Company shall abandon diverse portions of Railways and Canal.

45.—Subject to the provisions contained in this Act for the protection of the London and North Western Railway Company and 20 of the Great Western and London and North Western Railway Companies the London and North Western Railway Company shall abandon so much of their said main line of Railway as lies between the south side of Work Number 2 as constructed and a point thirty chains or thereabouts therefrom measured in a north-westerly direction and the 25 London and North Western and the Great Western Railway Companies shall abandon so much of the Birkenhead Railway as lies between the south side of Work Number 2 as constructed and the point where the boundary between the townships of Walton Inferior and Acton Grange crosses the said Birkenhead Railway as delineated on the deposited 30 plans and the London and North Western Railway Company

shall abandon so much of their said Warrington and Stockport Railway as lies between the western side of the Bridge carrying that Railway over the Runcorn and Latchford Canal and the termination of Deviation Railway Number 3 ;

5 The Cheshire Lines Committee shall abandon the portions of their Railways and the Bridgewater Company shall abandon the portion of their Canal in lieu of which Deviation Railways Number 4 and Number 5 and the said Canal Diversion are to be respectively constructed ;

10 The portions so abandoned shall vest in the Company discharged from all rights and privileges of the Postmaster-General under the Telegraph Acts or under any agreement deed or award confirmed thereby or made in pursuance thereof but so that no such disposition shall be made until telegraphs have in manner provided by  
15 " The Telegraph Act 1878 " been constructed for the use of Her Majesty's Postmaster-General at the expense of the Company, in substitution for the telegraphs for the time being belonging to or used by Her Majesty's Postmaster-General on the abandoned railways or canal and may be used removed or disposed of as the Company  
20 think fit.

46. —The Company on the completion of the said diversion of the Bridgewater Canal and of the construction for the use of Her Majesty's Postmaster-General of such substituted telegraphs as  
aforesaid may remove the existing aqueduct which carries that  
25 Canal over the River Irwell and the portion of that Canal for which the said diversion of that Canal is substituted or any part of such portion.

Company may remove aqueduct of Bridgewater Canal when substituted Canal completed.

add  
16 S. 14 30 47.—The Company shall on or near the works below high-water mark hereby authorized during the whole time of the constructing  
14 S. 22 altering or extending the same exhibit and keep burning at their own  
11 S. 17 expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time require or approve If the Company fail to comply in any respect with the provisions of the present  
35 section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Lights on works.

Company to exhibit  
lights.

see note to S. 47

48.—The Company shall at the outer extremity of the works at the entrance of the Canal exhibit and keep burning from sunset to sunrise such lights (if any) as the Mersey Commissioners shall from time to time direct. If the Company fail to comply in any respect with the provisions of this section they shall for each night 5 in which they so fail be liable to a penalty not exceeding twenty pounds.

Abatement of works  
abandoned or decayed

ditto

49.—If any of the works constructed by the Company on in over through or across tidal lands or tidal waters are abandoned or suffered to fall into decay the Board of Trade or the Mersey Com- 10 missioners may abate and remove the same or any part of them and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown or the Mersey Commissioners as the case may be and be recoverable as a debt due to the Crown is recover- 15 able with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Survey of works by  
Board of Trade  
or Mersey Com-  
missioners.

ditto

and (4P) Act 1907

S. 17 (4)

50.—If at any time the Board of Trade or the Mersey Com- missioners deem it expedient for the purposes of this Act to order a survey and examination of a work constructed or in course of 20 construction by the Company on in over through or across tidal lands or tidal waters or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown or the Mersey Commissioners and be recoverable as a debt due to the 25 Crown is recoverable with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Power to acquire  
additional lands  
compulsorily.

51.—Subject to the provisions of this Act the Company may in addition to the other lands they are authorized to acquire under the provisions of this Act enter upon take and use compulsorily for the 30 purposes of their undertaking the lands hereinafter described which are delineated on the deposited plans and described in the deposited books of reference (that is to say):—

- 5 (a) Land warehouses mills yards wharves dwelling-houses public-houses shops stables workshops offices engine-houses sheds and portion of the Manchester and Salford Junction Canal situate in the parish and township of Manchester and bounded on the north-westerly side by the River Irwell on the north-easterly side by Albert Place on the south-easterly side by Water Street and on the south-westerly side by the street leading from Water Street to Prince's Bridge;
- 10 (b) Land warehouses yards dwelling-houses stables workshops offices engine-houses sheds wharves basins dockyard and portion of the said Manchester and Salford Junction Canal bounded on the north by Quay Street on the east by Atherton Street on the south by Charles Street and on the west by Water Street and also the portion of the said 15 Manchester and Salford Junction Canal situate between Charles Street aforesaid and the Central Station of the Cheshire Lines Committee in Manchester together with the tunnel through which such canal passes and all the properties 20 of the Company of Proprietors of the Mersey and Irwell Navigation and of the Bridgewater Navigation Company (Limited) along the course of the said canal All which properties are situate within the said township of Manchester;
- 25 (c) Lands warehouses mills yards wharves dwelling-houses public-houses shops stables workshops engine-houses sheds buildings and streets situate in the said township of Salford and included between Trafford Road Smith Street Guy Fawkes Street Ordsall Lane the south-western boundary of Tatton 30 Mills the right bank of the River Irwell and Trafford Bridge;
- (d) Land lock-house yards gardens office and buildings situate at Throstle Nest in the said township of Stretford bounded on the northerly side by the River Irwell on the south-westerly

and north-westerly sides by Trafford Road and on the south-easterly side by the Bridgewater Canal ;

- (e) Land and parts of bed of the River Irwell situate in the said townships of Salford Stretford and Barton-upon-Irwell or some of them lying between the left bank of the River Irwell 5 and an imaginary straight line drawn from a point on that bank about eighteen chains (measured along that bank) above the point where the boundary between the said townships of Barton-upon-Irwell and Stretford strikes the said bank and another point on the same bank of the said river about 10 twenty-five chains below the said point where the said boundary strikes the said left bank measured along that bank ;
- (f) Land and buildings parts of bed of the River Irwell and towing path wholly within the said township of Barton-upon- 15 Irwell south of the portion of the main road leading from Liverpool to Manchester lying between Barton Lane and the mile-stone on that road marked as being eight miles from Manchester and lying between the said portion of that road Barton Lane the River Irwell and Sticking's Cut and land in 20 the same township situate on the southerly side of the River Irwell and lying between that river the road leading from Barton-upon-Irwell to Urmston an imaginary line drawn parallel with and about twenty chains to the south of the River Irwell from the last mentioned road to Bent Lane 25 and Bent Lane ;
- (g) A strip of land (including part of the bed of the River Irwell and the towing-path) wholly within the said township of Barton-upon-Irwell about two chains in width along and parallel with the centre line of the bed of that river com- 30 mencing at a point on the right bank of that river at or near the lane leading from the said Manchester and Liverpool Road to Irlam Ferry and terminating at or near the point of junction of that river with the River Mersey ;
- (h) Land buildings and parts of the beds of the Rivers Mersey 35



5 and Irwell situate near the junction of those rivers and lying  
between those rivers and an imaginary straight line drawn in  
a south-westerly direction from Irlam Ferry House on the  
right bank of the River Irwell to a point on the right bank  
of the River Mersey distant about twenty-three chains from  
and above its junction with the River Irwell measured along  
that bank The whole of which properties are within the said  
townships of Flixton and Barton-upon-Irwell and in the  
10 township of Flixton in the parish of Flixton (detached) or  
some of them ;

15 (g) Land buildings beds of rivers river banks and towing paths  
lying between an imaginary straight line drawn from the last-  
mentioned point on the right bank of the River Mersey in  
a westerly direction to a point on the right bank of that  
river east of the Glazebrook and Stockport Railway of the  
Cheshire Lines Committee about twenty-one chains from the  
bridge on that railway over that river measured along that  
bank and a line commencing at the junction of the said  
20 Rivers Mersey and Irwell drawn at a distance of about two  
chains north of and parallel with the right bank of the River  
Mersey to the site of the old Sandywarp Lock recently  
removed passing to the rear of the site of the lock-house  
until recently situate near such lock and thence continuing  
25 in the direction of and parallel with the tow-path at a like  
distance from and parallel with the right bank of the River  
Mersey to the point of termination of the last described  
imaginary line All of which properties are within the said  
townships of Barton-upon-Irwell Carrington and Partington  
or some of them ;

30 (j) Land parts of bed of the River Mersey and river banks  
bounded on the north-west by an imaginary straight line  
drawn from a point on the left bank of the River Mersey  
about forty-five chains above the Rixton and Warburton  
35 bridge to a point on the same bank about fifty chains below  
that bridge and on the south and east by an imaginary  
line drawn parallel with and about two chains to the south  
of the left bank of the River Mersey between the said points  
The whole of which properties are in the township and

parish of Warburton and the said township of Rixton-cum-Glazebrook;

- (k) Land and river banks in the said township of Rixton-cum-Glazebrook known as Rixton Leys the bed of the River Mersey surrounding Rixton Leys and a strip of land in the township and parish of Lymm about two chains in width parallel with and to the left of the left bank of the River Mersey between Butchersfield Weir and the bend of that river at the most north-westerly corner of Rixton Leys Also the land and buildings parts of bed of the River Mersey and towing-paths and Butchersfield Cut with the locks and lock-houses thereon and thereto lying between an imaginary straight line drawn from a point on the left bank of the River Mersey at the junction of the River Bollin with that river in a westerly direction to a point on the boundary between the said townships of Thelwall and Lymm at a point on that boundary about forty-five chains south of the point where such boundary strikes the left bank of the River Mersey measured along that boundary and another imaginary straight line commencing at the termination of the last described imaginary straight line and terminating at a point on the left bank of the River Mersey at the junction of Thelwall Brook with that river and there terminating and another line commencing at the termination of the last described imaginary straight line running north of parallel with and near to the right bank of that river towards and passing on the north side of the towing-path along Butchersfield Cut thence continuing parallel with and near to the towing-path on the right bank of that river and terminating at a point near the towing-path on that bank opposite to the said junction of the River Bollin with the River Mersey All of which properties are within the said townships of Rixton-cum-Glazebrook Lymm Thelwall and Woolston and Martinscroft or some of them ;
- (l) Land and parts of the bed of the River Mersey situate in the said township of Woolston and Martinscroft lying to the south of an imaginary straight line drawn from a point on the left bank of the River Mersey about ten chains above the

junction of Thelwall Brook with that river to another point on the same bank about thirty chains below the said junction and between the said line and another line drawn down the centre of the said river between the same points;

- 5 (m) The bed of Woolston New Cut the towing-path thereof and the locks lock-houses and turn-bridges thereon All of which properties are within the said township of Woolston and Martinscroft and the township of Poulton-with-Fearnhead in the said parish of Warrington;
- 10 (n) The cut or canal known as the Runcorn and Latchford Canal commencing by a junction with the River Mersey at or near Latchford Locks in the said township of Latchford and terminating in the said township of Runcorn by a junction with the said Old Quay Docks at Runcorn together with the
- 15 feeder thereto commencing at the western end of the said Woolston New Cut and terminating by a junction with the said Runcorn and Latchford Canal near Latchford Lock and the land forming the site thereof Also the said Old Quay Docks and all wharves warehouses locks turn-bridges tow-
- 20 paths sluices feeders and all dwelling-houses stables yards gardens and offices and other erections and buildings and all other the properties of the Company of Proprietors of the Mersey and Irwell Navigation and of the Bridgewater Navigation Company (Limited) at the termini and along the
- 25 course of the said Runcorn and Latchford Canal All of which properties are within the said townships of Latchford Grappenhall Appleton Walton Inferior Moore and Runcorn and the townships of Acton-Grange Norton and Halton in the said parish of Runcorn or some of them;
- 30 (o) Land warehouses yards dwelling-houses stables offices wharves and sheds situate at Howley Quay in the said township of Warrington the property of the Company of Proprietors of the Mersey and Irwell Navigation and of the Bridgewater Navigation Company (Limited) and constituting the whole of
- 35 the properties of those Companies at Howley Quay Also the lock known as Howley Lock with cut lock-house dwelling-house and land adjoining or near thereto all in the township of Warrington and the properties of the said Companies or one of them;

- (p) Land and parts of bed of the River Mersey lying between an imaginary straight line drawn from a point at the east end of the said Girder Bridge carrying the said Warrington and Stockport Railway over the River Mersey to a point on the left bank of that river about eighteen chains east of the southern end of the said Walton Girder Bridge measured along the said left bank and the said left bank of the said river between the said points. All of which properties are in the said townships of Warrington Latchford Appleton and Walton Inferior or some of them ; 5 10
- (q) Lands situate in the said townships of Moore Acton-Grange and Walton Inferior lying between the London and North Western Railway from Crewe to Warrington the Runcorn and Latchford Canal and an imaginary straight line drawn from Bob's Turnbridge on the said canal in an easterly direction to and terminating at the pumping station on the said railway in the said township of Acton-Grange ; 15
- (r) Lands situate in the said townships of Norton and Moore lying between the road leading from Bob's Turnbridge on the Runcorn and Latchford Canal to Moore an imaginary straight line drawn from a point on that road distant about twenty-nine chains (measured along that road) south-east of Bob's Turnbridge in a westerly direction to Old Randle's Turnbridge on the said Canal another imaginary straight line drawn from the said point on the said road to the point of junction of the boundaries of the said townships of Moore and Norton and the township of Keekwick in the said parish of Runcorn and another imaginary straight line drawn from the said point of junction to Old Randle's Turnbridge ; 25
- (s) Lands situate wholly in the said township of Weston and included between the southern bank of the Weston Canal of the River Weaver Navigation an imaginary straight line drawn from the southern end of the Weston Marsh turnbridge in a south-westerly direction until it strikes the right bank of the River Weaver or of the estuary thereof and the right bank of that river between the termination of the last-described imaginary straight line and the Weston Marsh Sluice on the said Weston Canal ; 30 35

- (t) Lands situate wholly in the said township of Frodsham being part of Frodsham Score included between the flood-bank on Frodsham Marsh Holpool Gutter the River Weaver and the southern shore of the said estuary of the River Mersey;
- 5 (u) Lands and buildings in the said township of Ince included between the southern shore of the said estuary and an imaginary straight line drawn parallel with and at a distance of fourteen chains to the south of the said shore and extending about thirty chains to the west and about twenty chains to the east of the Ince Ferry House;
- 10
- (v) Lands and buildings in the said township of Great Stanney in the said parish of Stoke (detached) and in the said townships of Ince and Stanlow included between the said southern shore of the said estuary the boundary between the said parishes of Eastham and Stoke (detached) and an imaginary straight line commencing at a point in the said parish boundary about ten chains (measured along that boundary) from the said southern shore and terminating at a point on the left bank of the River Gowy about thirty-three chains (measured along that bank) from the bridge carrying the Hooton and Helsby Branch of the Birkenhead Railway over that river and that river;
- 15
- 20
- (w) Lands and buildings wholly in the said township of Netherpool included between the said southern shore of the said estuary the right bank of Pool Hall Brook and an imaginary straight line drawn from a point on the said right bank about four chains (measured along that bank) south-west of the lowest bridge over the said brook to a point on the boundary between the said townships of Netherpool and Whitby about four and a half chains (measured along the said boundary) from the said southern shore of the said estuary and the said boundary;
- 25
- 30
- (x) The land buildings stables and offices known as the Sutton Mills situate in the township of Sutton in the said parish of Runcorn near Frodsham Bridge.
- 55

Provided always that nothing in this section contained shall authorize the Company to take or interfere with the property of the Navigation Companies or either of them under this section without the consent of the said Companies in writing first had and obtained.

Limiting quantity of certain commonable lands to be taken.

52.—Notwithstanding anything shown on the deposited plans or 5 described in the deposited Books of Reference the Company shall not under the powers of this Act enter upon take or use more than the following quantities of the following lands reputed to be commonable and for the following purposes that is to say :—

Twenty acres of Common Ley in the said township and parish of 10 Ince for the purposes of Works Number 1 and Number 1D ;

Twenty-three acres of Tongue Ley in the same township and parish for the purposes of Works Number 1 Number 1E and Number 1F.

Owner may be required to sell parts only of certain buildings.

53.—And whereas in the construction of the Railways and 15 Works hereby authorized or otherwise in exercise of the powers of this Act it may happen that portions only of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto 20 Therefore notwithstanding section ninety-two of " The Lands Clauses " Consolidation Act 1845 " the owners of and persons interested in the houses or other buildings or manufactories described in the Second Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of 25 the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged 30 or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

54.—(1.) The Company shall not under the powers of this Act purchase or acquire in any city borough or other Urban Sanitary District or any parish or part of a parish not being within an Urban Sanitary District ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

*As to taking houses of labouring class.*

(A) They shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the Local Government Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) They shall have given security to the satisfaction of the Local Government Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after the Local Government Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced;

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions if any as they may see fit.

(4.) Any conditions subject to which the Local Government Board may have approved of any scheme under this section or of any

modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the Local Government Board out of the Queen's Bench Division of the High Court of Justice.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court of Justice and shall be carried to and form part of the Consolidated Fund of the United Kingdom ;

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase Sections 176 and 297 of " The Public Health Act 1875 " shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a Local Authority within the meaning of " The Public Health Act 1875 " and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorized to raise or apply for the general purposes of their Undertaking ;

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this



Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment;

Provided also that the Local Government Board may at any time  
5 dispense with all or any of the requirements of this sub-section subject to such conditions if any as they may see fit.

(8.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the  
10 provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under "The Public Health Act 1875."

(9.) The Company shall pay to the Local Government Board a  
15 sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding  
20 three guineas a day for the services of such inspector.

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

55.—The Company may stop up and discontinue for public  
30 traffic any roads highways or foot-paths shown on the deposited plans as intended to be stopped up and upon the stopping up and discontinuance for traffic of the same respectively the sites and soil thereof respectively shall be by this Act vested in the Company so far as they

*Company may stop up streets and extinguish rights of way &c.*

*The Manchester Ship Canal Act 1885.*

are the owners of the adjoining lands on both sides freed from all public and other rights of way or passage or other rights in over or affecting the same but subject to the provisions of "The Railways "Clauses Consolidation Act 1845 " with respect to mines lying under or near the Railway.

5

Compulsory  
use of lands.

56.—The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of five years from the passing of this Act.

to take  
the land by  
act.

57.—Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject 10 to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement of water) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges so far as the same are applicable in this behalf shall 15 extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Extended by  
Act 1911 S. 26

to acquire  
all lands by  
act.

58.—The Company may for the purposes of this Act (in addition to any lands they are authorized to acquire and hold under the other powers of this Act) from time to time by agreement acquire in fee 20 either by purchase or by way of exchange or otherwise any land and foreshore not exceeding in the whole two hundred acres and any right easement or privilege therein thereunder thereover or thereupon not being an easement of water Provided that nothing in this section shall authorize the Company to acquire in any City Borough or other 25 Urban Sanitary District or in any parish or part of a parish not within an Urban Sanitary District ten or more houses occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or which with such houses so occupied as can be taken under the compulsory powers of this Act would amount to that 30 number.

ditto

Where certain

59.—With respect to lands taken compulsorily under the powers of this Act and which may not be required for the purposes of the Canal or its incidental works or for the other purposes of the Company

ditto

or to enable them to comply with the provisions of this Act the following provisions shall have effect:—

- 5 (a) The Company may grant leases of any of such lands for any terms not exceeding ninety-nine years to any persons Corporations or Companies (such Corporations or Companies being capable at law of accepting such leases) who shall covenant to improve such lands by laying out money in the construction or erection thereon of docks basins lay-byes ship-yards wharves landing-places warehouses sheds and other buildings and conveniences calculated to promote or facilitate the business of the Company and they may also grant to such lessees the use (during the continuance of their respective leases) of such wharfage water space quayage and other easements as may be requisite for the purpose of the trade or business to be carried on in or at the places and buildings so to be constructed or erected and as will not interfere with the general traffic and use of the Canal and Docks:
- 10
- 15
- 20 (b) Every such lease shall be made without fine but may be made with and subject to such exceptions reservations yearly or other rents or payments covenants conditions powers and provisions as the parties thereto mutually agree on Provided that in every such lease due provision be made for securing the payment performance and observance by the lessees thereunder of the rents (if any) covenants and provisions in and by such leases respectively reserved and contained and on their part to be performed and observed Provided also that a duplicate or counterpart of every such lease be executed by the lessees therein named and delivered to the Company.
- 25
- 30 60.—With respect to lands compulsorily taken under the powers of this Act and which in pursuance of a resolution or resolutions of the Company passed upon a certificate in that behalf at any time or from time to time given by the engineer of the Company the Company declare may be required for the purposes of the Canal or Docks or incidental works or for other the statutory purposes of the Company or to enable them to comply with the provisions of this Act the Company may let or lease any of such lands for any of the purposes

Power to retain &c.  
certain lands.

See note to  
s. 57

specified in the preceding section provided that in every lease they reserve the right to re-enter on the demised premises or any part thereof which they may require for any of the purposes specified in this section on giving to the lessee six months' notice in writing of their intention so to re-enter.

5

plan of  
all.

61.—Notwithstanding anything in the Lands Clauses Acts to the contrary the Company shall not be bound to sell or dispose of any lands let or leased under the provisions of either of the preceding sections or the reversion thereof.

any con-  
sents.

62.—The owner or occupier of any land abutting on the Canal may 10  
construct and maintain on such land such private wharves or landing  
places side basins and lay-byes with suitable means of access therefrom  
to the Canal for the accommodation of himself his tenants servants and  
workmen free of wharfage rates as he may reasonably require provided  
that any works executed by or for such owner under this section shall 15  
not interfere with or affect the working of the Canal nor diminish the  
available width thereof and shall be executed under the superintendence  
and to the reasonable satisfaction of the Engineer of the Company and in  
accordance with plans and sections to be previously submitted to and  
approved of by the Company If any difference arise between the 20  
Company and any such owner or occupier such difference shall be  
settled by an engineer to be appointed on the application of any one  
of the parties in difference by the President for the time being of  
the Institution of Civil Engineers and the costs of the arbitration shall  
be borne as he shall direct.

25

section of  
Christopher

63.—Notwithstanding anything in this Act contained or shown  
on the deposited plans to the contrary the following provisions shall  
apply for the protection of Richard Christopher Naylor his heirs or  
assigns or other the owner or owners for the time being of the estate  
known as "The Hooton Overpool and Netherpool Estates" in the 30  
parish of Eastham in the county of Chester (and in this section  
referred to as "the estate") now belonging or reputed to belong to  
him (all of whom are included under the expression "the Owner" when  
used in this section) save so far as may be otherwise from time to  
time agreed in writing between the Owner and the Company that is 35  
to say :—

See  
(SL) Act 1893 s.7  
also  
(AW) Act 1888 s.29  
Act 1893 ss. 12, 23,  
24, 25, 26, 29.

1. The plan signed in duplicate by Edward Leader Williams on behalf of the Company and by David Walker on behalf of the Owner is in this section referred to as "the plan";
- 5 2. The bottom width of the Canal shall not exceed four hundred feet at the point marked "A" on the plan and shall diminish gradually from that point so that it shall not exceed three hundred and fifty feet at the point marked "B" on the plan and shall thence diminish gradually so as to be at the point  
10 marked "C" on the plan of the width of the Canal as shown thereon at that point;
3. The Company shall not without the written consent of the Owner construct any wharf or landing-place nor moor or  
15 permit to be moored any vessel on the south side of the Canal between the entrance thereto at Eastham and the point marked "D" on the plan;
4. The Company shall construct along the foreshore at the line  
20 of high water mark of ordinary spring tides (or at some other line approved by the Mersey Commissioners) between the points marked "X" and "C" on the plan a pitched stone-faced embankment having an inclination towards the Canal of not less than one and a-half feet in width for every foot in height and having a vertical height of not less than six feet above the level of high water ordinary spring tides;
- 25 5. The Company shall erect upon and along the top edge of the slope of the said embankment throughout its whole length an unclimbable iron-fence not less than five feet in height with such proper iron gates not exceeding six in number at such points therein as the owner may reasonably require;
- 30 6. From the said point C to the said point D shown on the plan the Company shall construct on and along the northern boundary of the Owner's land and as close to that boundary as is reasonably practicable an unclimbable iron fence not less than five feet high with such doors or gates not exceeding  
35 three in number at such points therein as the Owner may reasonably require. The said embankment and iron fences shall be completed before the commencement of any of the

Company's other works on or adjoining the Owner's lands (except cutting excavation and dredging);

7. The Company shall not acquire or take under their compulsory powers any lands of the Owner lying southward of the Canal except such (if any) as may be required for the construction of works under this section; 5
8. The Company shall if and when required by written notice under the hand of the Owner or may if they think fit purchase so much of the Owner's lands in the parish of Eastham as will lie to the north or river side of the Canal so soon as the Company begin to interfere with the access to any part of those lands from the other portions of the estate; 10
9. In the event of any works or operations of the Company under this Act or the exercise of any of the powers in this Act contained interfering with or prejudicially affecting the present arterial or other drainage or sewerage of the estate or of any outfall for drainage or sewage or the passage or escape of drainage or sewage or flood-water from the estate as freely as at present the Company shall at their own expense restore and make good such drainage and sewerage and outfalls and provide for the passage or escape of such drainage or sewage and flood-water as freely as at present to the reasonable satisfaction of the Owner. In addition to executing any works that may be required under the foregoing provision the Company shall construct at such points as the Owner shall indicate at least two outfalls by means of iron pipes not less than three feet in diameter for the purpose of carrying sewage from that portion of the estate which will lie southwards of the Canal under the Canal into the River Mersey; 20 25
10. The present system of the drainage of the estate and of the sewerage of the buildings thereon shall not be interfered with by the Company until other sufficient provisions shall have been made therefor by syphons of sufficient capacity or other means and be in operation to the reasonable satisfaction of the Owner; 30 35
11. The Company shall construct suitable wharves or landing-places not more than one hundred feet in length and not

5 exceeding three in number on the south side of and adjoining  
the Canal with suitable and convenient approaches at points  
on the estate to be hereafter fixed by the Owner at which the  
Owner and his tenants servants and workmen and all other  
persons authorized by him shall be at liberty to embark and  
land on and from any vessel in the Canal free from payment  
of any canal tolls ship dues charges or wharfage rates to the  
Company and at which they or any of them shall be at  
liberty to embark and land on or from any such vessel free  
10 from the like payment any manures or farm produce building  
and road-making materials arising from or for use on  
the estate but the user of such wharves or landing-places  
shall be subject to any reasonable bye-laws from time to time  
in force Nothing in this sub-section shall be construed as  
15 requiring the Company to provide any land for any of the  
purposes thereof;

12. In addition and without prejudice to any other compensation  
payable by the Company to the owner under this Act  
or any Act incorporated therewith the Company shall  
20 pay to the Owner full compensation for any depreciation  
in value caused to Eastham Ferry or the hotel adjoining  
by reason of the construction of the Canal Works or the  
user or working of the Canal or by reason of any interference  
with the access of vessels to the landing-stage at Eastham  
25 Ferry caused by vessels using the Canal;

A claim for compensation under this sub-section may  
be served on the Company at any time within three years  
after the opening for traffic of the Canal Provided that the  
Company shall have the option of purchasing the said ferry and  
30 hotel together with the lands shown in the margin of the  
plan and thereon coloured red instead of paying compensation  
as aforesaid if within the period of one month after service  
on them of the claim for compensation they declare such  
option by notice served on the Owner and in the event of such  
35 option being so declared the Owner shall sell and the  
Company shall purchase the said ferry and hotel and all the  
said lands coloured red at such price as shall be agreed or in  
default of agreement shall be settled in manner provided by  
the "Lands Clauses Consolidation Act 1845" as amended

by any subsequent Act. Provided that all periods within which any proceeding is by that Act prescribed to be taken for the purpose of settling a claim for compensation after notice given of such claim under this sub-section shall be enlarged by the said period of one month;

5

13. If during the construction of the Canal works or at any time within two years after the completion thereof the Eastham Ferry piled pier landing-stage and moorings shall be in any way damaged by reason or in consequence of such construction the Company shall forthwith at their own expense well 10 and effectually repair and make good such damage;
14. The powers of the Company for the compulsory purchase of lands forming part of the estate shall not be exercised after the expiration of three years from the passing of this Act;
15. The embankment aforesaid and all other works and things in 15 this section directed to be made or done for the protection of the Owner shall be executed maintained and repaired at all times by and at the cost of the Company in a proper and workmanlike manner to the reasonable satisfaction of the Owner. The Owner and those in his employ may from time 20 to time on his behalf inspect any works by this section directed to be constructed on the property of the Company either during or after construction to ascertain the mode of construction or the state of repair thereof;
16. The Company shall during the progress of the works take all 25 reasonable precautions for preventing trespass on the lands of the owner and any nuisance or annoyance to him or to his tenants;
17. The owner shall have a right of pre-emption over all lands taken or purchased from him by the Company (other than 30 any lands on the north side of the Canal which the owner shall under the powers of this section have required the Company to purchase) which are not required by the Company for the purpose of the Canal works or to enable the Company to comply with the provisions of this Act; 35



5 18. If any difference the settlement of which is not otherwise  
hereinbefore provided for shall arise between the Company  
and the owner as to anything to be done or not to be done  
under this section such difference shall be determined by an  
Engineer to be appointed unless otherwise agreed on on the  
application of the Company or the owner by the Board of Trade  
and his decision shall be final and binding on both parties and  
the costs of the reference shall be borne as he shall direct;

10 19. Nothing in this section contained shall prejudice abridge or  
defeat the rights of the owner or his tenants to compensation  
in respect of any lands acquired by the Company from him or  
them or of any damage or injury arising to him or them for or  
in consequence of the works or operations of the Company.

15 64.—For the protection of the Shropshire Union Railways and  
Canal Company (in this section called "the Shropshire Union Com-  
pany") the following provisions shall be observed and have effect  
(that is to say):—

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

20 1. Notwithstanding anything contained in this Act no part of  
the Embankment Number 1a shall be constructed nearer to  
the quay walls of the Shropshire Union Company than  
three hundred feet;

25 2. The Company shall at all times after the completion of Work  
Number 1 maintain by dredging or otherwise a depth of  
water adjoining the existing quay walls of the Shropshire  
Union Company abutting on the Canal not less than the  
average depth at high-water of a tide rising fourteen feet at  
Ellesmere Port and a depth of at least twenty feet  
of water adjoining any future or substituted quay walls of  
the Shropshire Union Company abutting on the Canal and  
30 constructed on lands now belonging to that Company and if  
the depth of the water adjoining the said quay walls shall at any  
time be less than the respective depths aforesaid and if the  
Company do not forthwith after notice in that behalf restore  
that depth the Company shall forfeit and pay to the Shrop-  
shire Union Company the sum of fifty pounds as ascertained  
35 damages for every day or part of a day during which the  
depth shall be less than the respective depths aforesaid in

addition to and without prejudice to any remedy the Shropshire Union Company may have by mandamus;

3. Nothing in this Act contained shall authorize the Company to enter upon take or use or to acquire any lands houses or property of the Shropshire Union Company situate south-west of the top line of the slope on the left bank of the Cannal as shown on the deposited plans or any easement in or over any such lands houses or property otherwise than by agreement but the Company shall before they execute any works at Ellesmere Port purchase from the Shropshire Union Company all or any of the lands and buildings belonging to that Company lying between the Canal and the Estuary ; 5 10
4. The Company shall at all times during the construction of their works preserve and maintain as good an access as at present between the docks and works of the Shropshire Union Company at Ellesmere Port and the navigable channel of the River Mersey for all vessels which but for the construction of such works could have reached Ellesmere Port ; 20
5. If by or in consequence of any works of the Company the dock-walls quays piers or other works of the Shropshire Union Company at Ellesmere Port are rendered insecure or are injured in any way then and in such case the Company shall as often as occasion shall require at their own expense and to the reasonable satisfaction in all respects of the engineer for the time being of the Shropshire Union Company forthwith underpin or by other necessary means repair the injury to the said dock-walls quays piers or other works and shall compensate the Shropshire Union Company and all other persons injuriously affected for any interruption to the said Port or to the access thereto or egress therefrom ; 25 30
6. If at any time before the completion and opening of Work Number 1 the Shropshire Union Company shall deem it expedient to rebuild their existing dock-walls quays piers or other works abutting on the River Mersey or the Estuary thereof or to construct any new dock-walls quays piers or other works on lands now belonging to them and abutting on 35

*The Manchester Ship Canal Act 1885.*

71

the Canal at Ellesmere Port the Company shall repay to the Shropshire Union Company all such extra cost as they shall reasonably incur in such rebuilding or construction by reason of the existence of the Canal or of the works connected therewith;

5

7. In order to enable the Shropshire Union Company at all times to repair their locks lock-gates wharves dock-walls quays piers and other works and property at Ellesmere Port as effectually as heretofore the Company shall at their own expense and to the reasonable satisfaction of the engineer to the Shropshire Union Company provide and for ever thereafter maintain in good order and condition at the entrance to the tidal basin of the Shropshire Union Company at Ellesmere Port (but without reducing the width of such entrance) such lock-gates or other works as may be proper and necessary to exclude the water of the Canal from that basin And the Company shall also for that purpose at the like expense and to the like satisfaction construct and for ever thereafter maintain a proper culvert or culverts or syphons with all proper and necessary works and conveniences for drawing off the water from the docks and basins of the Shropshire Union Company at Ellesmere Port under the Canal and embankment into the River Mersey;

10

15

20

25

30

35

8. If by reason or in consequence of the works or operations of the Company the means of drawing off the water from the said docks and basins to the River Mersey shall at any time be diminished obstructed or interfered with the Company (in addition and without prejudice to any remedy the Shropshire Union Company may have by mandamus or otherwise) shall forfeit and pay to the Shropshire Union Company the sum of Two hundred and fifty pounds as ascertained damages for every day or part of a day during which such diminution obstruction or interference shall continue after notice thereof in writing shall have been given to the Company at their principal office;

9. The Company at their own expense and to the reasonable satisfaction of the engineer of the Shropshire Union Company

shall by means of the before-mentioned culvert or culverts or syphons or by such additional or other syphons as may be reasonably necessary in that behalf provide for the passage under the Canal and the embankments thereof into the River Mersey or the Estuary thereof of the drainage and sewage which now flow or hereafter may flow into the docks or basins of the Shropshire Union Company and if in consequence of the works of the Company the passage of such drainage or sewage be obstructed or interfered with the Company (in addition and without prejudice to any remedy the Shropshire Union Company may have by mandamus or otherwise) shall pay to the Shropshire Union Company as ascertained damages the sum of fifty pounds for every day or part of a day such default obstruction or interference shall continue after notice thereof in writing shall have been given to the Company at their principal office;

10. If at any time during or subsequent to the construction of the works by this Act authorized and in consequence of such construction or of any operations of the Company the present or any future entrances or access from the River Mersey or (as the case may be) from the Canal to the docks wharves quays slip or works of the Shropshire Union Company at Ellesmere Port or any of them shall be impeded or obstructed or rendered less deep than before the passing of this Act the Company shall at their own expense from time to time and upon the request of the Shropshire Union Company remove or remedy such obstruction or impediment by dredging or otherwise and the Shropshire Union Company and the traders on the Shropshire Union Canals may recover from the Company compensation for all loss and damage sustained by them respectively during and by reason of the existence of such obstruction or impediment;
11. It shall not be necessary for the Shropshire Union Company at any time to obtain the consent of the Company to the construction on any land belonging to the Shropshire Union Company at the passing of this Act of any new docks basins quays or wharves or other works at Ellesmere Port or of fresh entrances to the existing or future docks basins quays wharves canals or other works or to the altering of the sills of such

*The Manchester Ship Canal Act 1885.*

73

- 5 fresh or existing entrances provided that such entrances or sills  
are not deeper than four feet below the level of Old Dock  
Sill and the Company shall not oppose the construction of any  
such works or the application if necessary for powers for  
that purpose except for the purpose of obtaining provisions  
for the protection of their works and of giving their engineer  
supervision over any works affecting the same and for  
preventing any interference with the working of the Canal or  
the diminution of the width thereof ;
- 10 12. The Company shall execute all such works including pitching  
or facing with stone or other material as may be reasonably  
required by the Shropshire Union Company for preserving and  
protecting the lands of that Company abutting on the Canal  
and shall at all times repair and maintain any such pitching  
15 or facing as well as any pitching or facing which may have  
been executed or placed by the Shropshire Union Company  
prior to the completion of the works by this Act authorized ;
- 20 13. Any weirs sluices or openings which may be constructed in  
the Embankment Number 1a for carrying off the overflow  
water of the Canal at or opposite to Ellesmere Port shall  
be constructed at such points in the said embankment and  
shall be of such width and dimensions as shall be reasonably  
approved by the engineer of the Shropshire Union Company ;
- 25 14. In times of severe frost the Company shall upon receiving  
notice in writing from the Shropshire Union Company  
effectually break and remove all ice in the entrance to the  
tidal basin of the Shropshire Union Company which shall be  
in any manner prejudicial to the Shropshire Union Company  
or to the traders shipowners or others using their Canal ;
- 30 15. The Shropshire Union Company may at the reasonable cost  
of the Company in all things (including the cost of purchasing  
any land which may be required for the purposes of this  
sub-section and the costs and expenses of pulling down and  
removing upon land to be provided for that purpose by the  
Company and conveyed to the Shropshire Union Company  
35 and of rebuilding any stables workshops or other buildings of  
the Shropshire Union Company which it may for the purpose  
of the said lengthening of the slip be necessary to interfere  
with) lengthen the slip forming a portion of the works of the
- 3

See  
(To) Act 1890  
S.14

See Act 1904  
S.17

*The Manchester Ship Canal Act 1885.*

Shropshire Union Company at Ellesmere Port for a distance of two hundred and five feet measured in a southerly direction from the southern end of the present slip ;

16. All the works prescribed provided for or referred to in this section and all other works necessary and incident to the construction of the works by this Act authorized so far as they affect the property and works of the Shropshire Union Company (all which works are hereinafter called "the said works") shall be constructed in accordance with the provisions of this section and according to such plans sections and specifications as shall be previously submitted to and approved in writing by the Engineer of the Shropshire Union Company and the Company shall not commence the construction of the said works until such plans sections and specifications have been so submitted and approved Provided always that if the Engineer of the Shropshire Union Company shall for the period of two months fail to signify his approval or disapproval and in case of disapproval to give written particulars of his objections and requirements then the said works shall be constructed according to the plans sections and specifications so submitted ;
17. The said works shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the Engineer of the Shropshire Union Company and the Company shall pay the reasonable costs incurred by the Shropshire Union Company in or about such superintendence ;
18. Notwithstanding anything in this Act contained the Shropshire Union Company may at all times take water from the Canal for the supply of their docks and basins at Ellesmere Port without making any payment or compensation in respect thereof ;
19. Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Shropshire Union Company all costs damages and expenses not herein before otherwise provided for which may be occasioned to that Company or to any of their docks basins canals works or property or to the traffic thereon or otherwise by reason of the execution or failure of any of the Company's works or of any act or omission of the Company or of any of the

See  
(To) Act 1890  
S. 14

having a carrying capacity exceeding four hundred tons and not exceeding eight hundred tons may enter or leave the Canal at Eastham and pass along Work Number 1 to or from Ellesmere Port on payment of half the ship dues and the passengers and cargo carried in such vessels so passing 5 and not afterwards carried on any other part of the Canal shall be liable to the payment of only half the tolls prescribed by this Act ;

22. If and so long as the Company charge any lower dues or tolls than those prescribed by this Act in respect of any vessels 10 passengers or cargo using only Section A. of the Canal they shall make a similar reduction in the dues and tolls payable in respect of all vessels exceeding eight hundred tons and a proportionate reduction in the dues and tolls payable in respect of all vessels not exceeding eight hundred tons destined 15 for Ellesmere Port falling within the same class or description and using or carried on the same section of the Canal and subject to the same dues ;
23. Notwithstanding anything in this Act contained the Company shall not be entitled to demand or take payment of 20 any dues tolls or other charges whatsoever in respect of any vessel lying along or using any quay wharf landing-stage or other works or property of the Shropshire Union Company at Ellesmere Port whether now existing or at any time hereafter to be constructed on lands now belonging to 25 the Shropshire Union Company but the Shropshire Union Company and all other Companies and persons shall have as free full and uncontrolled use of such quays wharves and landing stages as they now have or would have if this Act had not passed and the Canal had not been constructed 30 Provided that such user shall not interfere with or affect the working of the Canal ;
24. None of the provisions contained in the sections of this Act of which the marginal notes are " Vessels only to land 35 " etcetera at a licensed quay " and " Company to have " exclusive right to load etcetera vessels " shall affect extend or apply to or include any docks locks quays wharves landing places basins or lay-byes for the time being belonging to the Shropshire Union Company or forming entrances to or exits from Ellesmere Port or any vessels landing or embarking 40 receiving or delivering passengers or cargo thereat ;

*The Manchester Ship Canal Act 1885.*

having a carrying capacity exceeding four hundred tons and not exceeding eight hundred tons may enter or leave the Canal at Eastham and pass along Work Number 1 to or from Ellesmere Port on payment of half the ship dues and the passengers and cargo carried in such vessels so passing and not afterwards carried on any other part of the Canal shall be liable to the payment of only half the tolls prescribed by this Act :

22. If and so long as the Company charge any lower dues or tolls than those prescribed by this Act in respect of any vessels passengers or cargo using only Section A of the Canal they shall make a similar reduction in the dues and tolls payable in respect of all vessels exceeding eight hundred tons and a proportionate reduction in the dues and tolls payable in respect of all vessels not exceeding eight hundred tons destined for Ellesmere Port falling within the same class or description and using or carried on the same section of the Canal and subject to the same dues ;
23. Notwithstanding anything in this Act contained the Company shall not be entitled to demand or take payment of any dues tolls or other charges whatsoever in respect of any vessel lying along or using any quay wharf landing-stage or other works or property of the Shropshire Union Company at Ellesmere Port whether now existing or at any time hereafter to be constructed on lands now belonging to the Shropshire Union Company but the Shropshire Union Company and all other Companies and persons shall have as free full and uncontrolled use of such quays wharves and landing stages as they now have or would have if this Act had not passed and the Canal had not been constructed Provided that such user shall not interfere with or affect the working of the Canal ;
24. None of the provisions contained in the sections of this Act of which the marginal notes are "Vessels only to land etcetera at a licensed quay" and "Company to have exclusive right to load etcetera vessels" shall affect extend or apply to or include any docks locks quays wharves landing places basins or lay-byes for the time being belonging to the Shropshire Union Company or forming entrances to or exits from Ellesmere Port or any vessels landing or embarking receiving or delivering passengers or cargo thereat ;



*The Manchester Ship Canal Act 1885.*

77

25. Nothing in this Act contained shall render the Shropshire Union Company liable for the payment of a larger proportion of the Upper Mersey dues than that to which they are now liable;
- 5 26. Any difference which may arise between the Company and the Shropshire Union Company under this section or with reference thereto shall (unless the settlement thereof is otherwise provided for) be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration;
- 10 27. The Company and the Shropshire Union Company may agree for any variation or alteration in the provisions of this section or in the works in this section provided for or in the manner in which the same shall be executed;
- 15 28. Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the Shropshire Union Company otherwise than is herein expressly provided.
- 20 29.—For the protection of John Grace of Whitby Hall in the county of Chester or other the owner or owners for the time being of the lands referred to in this section all of whom are included in the expression "the Owner" when used in this section the following provision shall unless otherwise agreed in writing between the Owner and the Company have effect that is to say:—
- For the protection of John Grace.
1. The plan signed in duplicate by Edward Leader Williams on behalf of the Company and by John Davies on behalf of the Owner is in this section referred to as "the said plan";
- 30 2. The Company shall if required in writing by the Owner before or within three months after commencing any of the works on opposite to or adjoining the lands belonging or reputed to belong to the Owner coloured yellow and respectively marked with the letters "A" and "B" on the said plan purchase the estate and interest of the Owner in the whole of the said lands at such price as shall be agreed upon or as failing agreement shall be settled by arbitration in manner provided by the Lands Clauses Acts;
- 35 3. In addition to any other powers conferred on the Company under this Act over any portions of the said lands the

Company may within one year after the passing of this Act if they give notice in writing to the owner of their intention so to do purchase the whole of the said lands at such price as shall be agreed upon or as falling agreement shall be settled in manner in this section aforesaid ;

5

4. The provisions of sub-section 3 shall be entirely without prejudice to the Owner's right under sub-section 2 to require the Company to purchase the said lands as therein provided.

rejection of  
and the  
Oil Com-

66.—The following provisions for the protection and benefit of Hahnemann Stuart and the Diamond Oil Company Limited or other the Owners for the time being of the land numbered 47 on the deposited plans in the township of Whitby (hereinafter referred to as "the Owners") shall apply and have effect :—

1. The Company shall not under the powers of this Act (except with the consent of the Owners) take or interfere with any part of the said land Number 47 on the said plans ;
2. Contemporaneously with the construction of the Canal the Company shall make and maintain for the full length of the frontage of the said land Number 47 to the Canal a stone wharf about nine feet above high-water mark of ordinary spring tides and shall if the necessary consents can be obtained fill in the reclaimed land (if any) between the said land and the said wharf and such reclaimed land and wharf shall belong to the Owners but the Owners shall repay to the Company the actual price (if any) paid by them for the purchase of such land from the present owners thereof and the Company shall use their best endeavours to purchase such land for the purpose aforesaid ;
3. The Company shall dredge and maintain a depth of water of at least twenty feet in front of and for a distance of one hundred feet from the said wharf and maintain a proper approach to such wharf ;
4. The Company shall provide suitable means for carrying the water now flowing down the watercourse on the south side of the said land Number 47 into the Canal or the estuary of the River Mersey ;
5. If any difference arises between the Company and the Owners in relation to the construction of any works under this section

such difference shall be settled by an engineer to be appointed in default of agreement upon the application of either party by the Board of Trade.

67.—For the protection of the Dean and Chapter of the Cathedral Church of Christ and the Blessed Virgin Mary at Chester and other the owners or owner for the time being of the estates in the respective parishes or townships of Great Stanney Little Stanney Stoke and Stanlow in the county of Chester (hereinafter referred to as "the said estates") now belonging to the Dean and Chapter who with other the owners or owner for the time being are included in the words "the Dean and Chapter" when used in this section the following provisions shall have effect unless otherwise agreed in writing between the Dean and Chapter and the Company (that is to say):—

*For the protection of the Dean and Chapter of Chester.*

(A.) If at any time or times hereafter by reason or in consequence of the construction of the works of the Company by this Act authorized or any of them or any operations of the Company the overflow or discharge of surface and subsoil drainage flood tidal or other waters passing to over or through the said estates shall be in any way impeded or obstructed or rendered less efficient than heretofore or if the drainage of any lands forming part of the said estates or the outfalls thereof or the passage or escape of such surface and subsoil drainage flood tidal or other waters therefrom as freely as heretofore shall be impeded or prejudicially affected the Company shall at their own expense at the request of the Dean and Chapter and as often as occasion shall require and to the reasonable satisfaction of the Dean and Chapter restore and make good such drainage or outfalls and provide for the passage or escape of such surface and subsoil drainage flood tidal and other waters and remedy every such impediment and obstruction to the outflow or discharge of the water as aforesaid so as to secure for the future the escape of such water in as effectual a manner as heretofore to the reasonable satisfaction of the Dean and Chapter and it shall be lawful for the Dean and Chapter and all persons appointed by them on their behalf at all reasonable times to inspect any of the works or operations of the Company executed under or in pursuance

of this section and to ascertain that the provisions of this section have been and are being complied with ;

- (b.) The Company shall not interfere with the inflow and outflow of tidal water to and from the River Gowy further or otherwise than by the construction of the works by this Act expressly authorized ;

*Repeated*  
*(To) Act 1890*  
*S. 15*

- (c.) The Company shall before commencing the Canal or any works in or upon any of the said estates purchase the whole of the lands belonging to the Dean and Chapter required for the Canal and lying to the northward thereof 10 And the Company shall if required so to do by notice in writing served upon them by the Dean and Chapter at any time within the period of twelve months after the commencement of the Canal works upon any part of the said estates and may if within the like period they shall 15 serve or cause to be served upon the Dean and Chapter notice in writing of their desire so to do forthwith purchase the whole of the lands belonging to the Dean and Chapter lying between the lands hereinbefore referred to and the Hooton and Helsby Branch Railway The price to be paid 20 by the Company for the purchase of such lands or any of them shall in default of agreement be settled by arbitration in the manner provided by the Lands Clauses Acts No lands purchased by the Company from the Dean and Chapter shall be used for any trade or business which shall be 25 injurious or prejudicial to the user or enjoyment of the remainder of the said estates ;

- (d.) The Dean and Chapter shall have the right of pre-emption over all lands taken or purchased from them which may not be required by the Company for the purposes of the Canal 30 or its incidental works or for any other purposes of the Company or to enable the Company to comply with the provisions of this Act at such price as shall be agreed upon between the Company and the Dean and Chapter or failing agreement as shall be settled by arbitration in manner 35 provided by the Lands Clauses Acts Provided however that this sub-section shall not apply to any lands taken or purchased by the Company from the Dean and Chapter lying to the

north of the Canal nor to any land lying to the south of the Canal if purchased by the Company at the request of the Dean and Chapter under the provision of sub-section (c.) of this section ;

- 5 (e.) Nothing in this section contained shall prejudice a bridge or defeat  
the right of the Dean and Chapter or their tenants to compen-  
sation for land acquired from or injury occasioned to them or  
any of them by for or in consequence of the works of the  
10 Company Provided that in estimating any compensation  
payable for injury occasioned to them by or in consequence  
of the works of the Company the use and convenience of  
the accommodation and other works (other than any works  
for the protection of the said estates) constructed or provided  
by the Company shall be taken into account ;
- 15 (f.) Subject to reasonable bye laws from time to time made  
by the Company the Dean and Chapter and their tenants  
agents and workmen and all other persons authorized by  
them or any of them on their behalf shall for ever for  
20 the purposes of the said estates or any part thereof be  
entitled free from all dues and charges to abstract and  
use for manufacturing or agricultural purposes the water  
in the Canal and to empty surface drains and waste water  
therein Provided that nothing shall be done under this  
25 sub-section which shall in any way prejudicially affect the  
Canal or interfere with the working thereof ;
- 30 (g.) The Company shall construct and for ever maintain to the  
reasonable satisfaction of the Dean and Chapter a wharf  
with a suitable and convenient approach from the lands of  
the Dean and Chapter not purchased by the Company for  
the use free of wharfage rates of the Dean and Chapter and  
their tenants servants and workmen and no Canal tolls shall  
be demanded or taken for any farm yard or stable dung marl  
night-soil ashpit refuse cinders or street sweepings to be used  
35 upon and for the cultivation of the said estates or any part  
thereof and carried on the Canal in any boat or vessel  
belonging to or hired by the Dean and Chapter or their  
tenants ;

(H.) Unless the Company purchase the whole of the lands referred to in sub-section (c.) of this section the following provisions shall also have effect (that is to say):—

1. The Company shall construct to the reasonable satisfaction of the Dean and Chapter and for ever afterwards maintain so as to fence off the works of the Company from the lands of the Dean and Chapter good and sufficient post and rail or other fences not less than five feet in height Such fences to have proper gates and stiles fixed therein for the purpose of providing access to any wharf that may be constructed by the Dean and Chapter or by the Company under the provisions of this section alongside the Canal The Company shall not deposit waste or spoil or raise any banks on any land taken otherwise than under the provisions of sub-section (c.) of this section from the Dean and Chapter for the purposes of this Act on the land or southern side of the Canal ;
2. The provisions of the section of this Act the marginal note whereof is "Owners may construct wharves" shall extend and apply to all lands of the Dean and Chapter abutting on any part of the Canal No wharf other than such private wharves as are contemplated by the last-mentioned section shall be constructed or maintained on any of the land taken by the Company from the Dean and Chapter on the southern or land side of the Canal except upon land taken under the provisions of sub-section (c.) of this section.

Section of  
Estate.

68.—In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present or future drains or drainage of any estates situate in the townships of Croughton Wervin and Picton in the said county of Chester and belonging or reputed to belong to John Wright Edward Chapman and Alfred Leaf trustees of the will of the late Robert Ashton (hereinafter referred to as "the owners") or any part thereof or the outfalls of such drains or drainage or the passage or escape of drainage or flood or tidal waters therefrom as freely as at present the Company shall at their own expense restore and make good

See Act 1904  
s. 26

such drains and drainage or outfalls and provide for the passage or escape of such drainage and flood and tidal waters as freely as at present to the reasonable satisfaction of the owners. The present drains and drainage of the said estates shall not be interfered with by the Company until  
 5 other sufficient provisions shall have been made therefor by syphons of sufficient capacity or other means and be in operation to the reasonable satisfaction of the owners. If by reason of the execution of any works by the Company any drainage arrangements shall be rendered more difficult expensive or inconvenient to the owners full compensation  
 10 shall be made to them by the Company. And if the Company make default in complying with the requirements of this section they shall pay the owners full compensation for any damage or injury sustained by them by or in consequence of such default. The amount of any compensation payable to the owners under this section if not agreed on  
 15 to be settled by arbitration in manner by this Act provided.

See s. 202  
below

See s. 201

69.—For the protection of Edmund Waldegrave Park Yates his heirs and assigns or other the owner or owners for the time being of the estates known as the Ince Hall Estate and the Thornton-in-the-Moors Estate in the townships and parishes of Ince and Thornton (and  
 20 in this section referred to as "the said estates") now belonging or reputed to belong to him all of whom are included under the expression "the owner" when used in this section the following provisions shall unless otherwise agreed in writing between the owner and the Company have effect (that is to say):—

For the protection of Edmund Waldegrave Park Yates his heirs or assigns.

See  
Act 1893 s. 24  
.. 1896 s. 18  
.. 1904 s. 25

25 1. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present or future drainage of Ince Hall or of the said estates or the outfalls  
 30 thereof or the passage or escape of drainage or flood or tidal water therefrom as freely as at present the Company shall at their own expense restore and make good such drainage or outfalls and provide for the passage or escape of such drainage and flood and tidal waters as freely as at present to the reasonable satisfaction of the owner. The present  
 35 drainage of Ince Hall and of the said estates shall not be interfered with by the Company until other sufficient provisions shall have been made therefor by syphons of sufficient capacity or other means and be in operation to the reasonable satisfaction of the owner. The owner and those in

*The Manchester Ship Canal Act 1885.*

his employ acting on his behalf may from time to time inspect any drains or other works constructed or to be constructed under the provisions of this sub-section upon the property of the Company and in the event of the same drains or works being at any time in want of repair the owner may 5 give or send through the post notice thereof to the Company addressed to their principal office requiring them to do such repairs as may be necessary. If by reason of the execution of any works by the Company any drainage arrangement shall be rendered more difficult expensive or inconvenient to the 10 owner full compensation shall be made to him by the Company and if the Company make default in complying with the requirements of this sub-section they shall pay the owner full compensation for any damage or injury sustained 15 by him by or in consequence of such default. The amount of any compensation payable to the owner under this sub-section if not agreed to be settled by arbitration in manner by this Act provided;

2. The owner shall be entitled at all times to use the Canal between the Holpool Gutter and the River Gowy and also 20 between the Holpool Gutter and the nearest lock or entrance from the Canal into the Mersey Estuary situate to the west of the Holpool Gutter free of toll for the carriage or conveyance of agricultural produce from the said estates or of building materials to be used upon the said estates in any 25 barge belonging to or hired by the owner not exceeding one hundred tons burthen;
3. The section of this Act the marginal note whereof is "Certain manures &c. to be rate free" shall also apply to any part or parts of the Ince Hall and Thornton Estates or either of 30 them beyond the distance of one mile from the said Canal;
4. The Company shall construct and for ever maintain to the reasonable satisfaction of the owner a wharf or landing place on the south side of the Canal with suitable and convenient approaches at a point upon his estate of Ince Hall to be 35 hereafter fixed by the owner for the use of and free of wharfage dues or charges for the user thereof by the owner and his tenants servants and workmen and all others on his behalf authorized by him for every or any purpose for which



the existing wharf and pier or either of them belonging to the owner may have been or are or is capable of being used but the use of such wharf or landing place shall be subject to any reasonable bye-laws from time to time made by the Company and approved by the Board of Trade for the regulation of wharves or landing-places on the Canal. Provided that any land belonging to the owner required for such wharf or landing-place or the approaches thereto and not being the site of an existing road shall be granted by the owner to the Company and shall be paid for by them to the owner at such price as shall be agreed or failing agreement as shall be settled by arbitration in the manner provided by the Lands Clauses Acts. Provided further that in estimating for the purpose of compensation the value of any land belonging to the owner taken by the Company the value of the land forming the site of the said wharf or landing place and approaches thereto at the actual cost thereof to the Company shall be deducted. Provided further that the existing wharf on the River Gowy and the old pier at Ince Ferry shall not be interfered with until the Company shall have constructed the new wharf or landing-place to the reasonable satisfaction of the owner;

5. The Company shall provide at or near the place where the Canal shall cross the existing road leading to Ince Ferry shown and numbered on the deposited plans 43 in the township of Ince a boat of sufficient capacity to convey carriages carts horses and passengers across the Canal and shall at all times thereafter provide the necessary labour to work and shall work the said boat whenever required by night and by day for the use (in common if required with the Company and any others entitled or authorized by the Company to use the same) and free of all toll and charge for the user thereof by the owner and his tenants agents and workmen and all other persons on his behalf authorized by him when and for the purpose of passing and repassing between the said estates and the Mersey estuary and the Company shall also to the reasonable satisfaction of the owner make on each side of the Canal and always thereafter keep in repair a suitable approach having a reasonable gradient to the said place where the said boat is to be

See  
Conveyance  
Griffith to MSC  
23<sup>rd</sup> Dec 1992

provided and the Company shall during the progress of the said works construct if and when required by the owner a temporary communication across the Canal capable of being used by all persons for all purposes for which the said boat is intended to be used;

5

6. The Company shall if required by the owner and may previously to the completion of the Canal if they think fit purchase so much of the said estates as shall lie on the north or river side of the Canal;
7. The Company shall make and at all times maintain a sufficient fence between the Canal and the adjoining land of the owner on the south or land side thereof to his reasonable satisfaction of not less than four feet six inches high having proper gates therein for the purpose of providing access to any wharf or landing place constructed under the provisions of this Act; 10
8. The Company shall indemnify the owner against any and every claim which may be made by adjoining owners of lands for injury or damage which may arise or be caused to such lands by reason of the execution of the works authorized by this Act; 20
9. Nothing in this section contained shall prejudice abridge or defeat the right of the owner or his tenants to compensation for land acquired from or injury occasioned to him or them by or in consequence of the works of the Company Provided that in estimating any compensation payable for injury occasioned to him or them by or in consequence of the works of the Company the use and convenience of any accommodation and other works constructed or provided by the Company for his or their protection shall be taken into account. 30

protection of  
guilt of  
Haley.

70.—For the protection of the estates of the most Honorable George Henry Hugh Marquis of Cholmondeley (who and whose successors in interest are in this section referred to as "the Owner") in the respective parishes or townships of Frodsham Helsby Clifton Bradley Weston and Runcorn in the county of Chester (hereinafter referred to as "the said Estates") the following provisions shall have effect unless otherwise agreed to in writing between the Owner and the Company (that is to say):— 35

- 5 1. If in the execution of the works by this Act authorized and in exercise of the powers in this Act contained the Company shall do anything to lessen or prejudicially affect the present supply or flow of water whether fresh or salt to Frodsham Score and the Meadows adjacent thereto they shall at the cost of the Company provide and employ and for ever after maintain in good working order such syphons pumps or other works or cisterns to be approved by the Engineer for the time being of the Owner and to be under the control of the Owner as shall be reasonably necessary for the purpose of ensuring to the same extent as heretofore a sufficient supply or flow of fresh water and also a sufficient supply or flow of salt water respectively to Frodsham Score and the Meadows adjacent thereto ;
- 15 2. If at any time or times hereafter by reason or in consequence of the construction of the works of the Company by this Act authorized or any of them or any operations of the Company the outlets of the Holpool Gutter or the Furlong Watercourse or Dunn's Creek shall be rendered less deep than heretofore or if the overflow or discharge of water from the said estates shall be in any way impeded or obstructed or rendered less efficient than heretofore or if the drainage of any lands forming part of the said estates or the outfalls thereof or the passage or escape of flood-water therefrom as freely as heretofore shall be impeded or prejudicially affected

20 the Company shall at their own expense at the request of the Owner and as often as occasion shall require restore and make good such outlets to such gutter and watercourse and creek and restore and make good such drainage or outfall and provide for the passage or escape of such flood water and remedy every such impediment and obstruction to the outflow or discharge of the water as aforesaid so as to secure for the future the escape of such water in as effectual a manner as heretofore to the reasonable satisfaction of the Owner And the Company shall pay to the Owner and his tenants full compensation for any damage or injury sustained by him or them or any of them by or in consequence of such default the amount of such compensation if not agreed to be settled by arbitration

25 30 35 in manner provided by the Lands Clauses Acts ;

3. The Company shall if and when required and if the Owner shall possess any land on the estuary or northern side of the Canal construct or provide in such position as shall be selected by the Owner and in accordance with plans previously submitted to him and subject to his reasonable approval and for ever maintain a ferry across the Canal suitable for all descriptions of vehicular traffic and for conveying fifteen ton loads and shall at all times provide the necessary labour to work and shall work the said ferry whenever required by night and by day for the use in common with any others entitled to use the road and free of all toll and charge for the user thereof by the Owner and his tenants agents and workmen and all other persons on his behalf authorized by him. The Company shall also make and maintain proper and convenient approaches to the said ferry on both sides of the Canal from the Owner's land with gradients thereto not steeper than one in thirty and if any land belonging to the Owner shall be required for the construction of such approaches such land shall be paid for by the Company to the Owner at such price as shall be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts; 5 10 15 20
4. The Company shall construct and for ever afterwards maintain on each side of the Canal so as to fence off the works of the Company from the lands of the owner on either side good and sufficient fences not less than five feet in height. Each of such fences to have proper gates and stiles fixed therein for the purpose of providing access to any ferry constructed by the Company under the provisions of this Section or to any wharf that may be constructed alongside of the Canal. The Company shall not deposit waste or spoil or raise any banks on any land taken from the Owner for the purposes of this Act on the land or southern side of the Canal; 25 30
5. The Company shall not acquire or take under their compulsory powers any land belonging to the owner lying on the southern or land side of the Canal other than such land lying within the limits of deviation as may be required 35

5 for the construction of the Canal and its incidental works or  
as may be required to enable the Company to comply with  
the provisions of this Act The Company shall if required  
by the Owner purchase so much of the land the property of  
the Owner lying on the northern or estuary side of the Canal  
as shall be cut off by the Canal at such price as may be  
agreed on between the Owner and the Company or failing  
agreement as shall be settled by arbitration in manner pro-  
10 vided by the Lands Clauses Acts The lands to be purchased  
by the Company shall not be used for any purpose prejudicial  
to the user and enjoyment of the said estates ;

15 6. The Company shall construct and for ever maintain to the  
reasonable satisfaction of the Owner a wharf for general  
purposes with a suitable and convenient approach at a point  
on the said estates to be hereafter fixed by the Owner for the  
use free of wharfage dues or charges of the Owner and his  
tenants servants and workmen and no Canal tolls shall be de-  
20 manded or taken for any farm yard or stable dung-marl night  
soil ash-pit refuse cinders or street sweepings to be used upon  
and for the cultivation of the said estates or any part  
thereof and carried on the Canal in any boat or vessel  
belonging to or hired by the Owner or his tenants ;

25 7. The provisions of the section of this Act the marginal note  
whereof is " Owners may construct wharves " shall extend  
and apply to all lands of the Owner abutting on any part  
of the Canal No wharf other than such private wharves  
as are contemplated by the last-mentioned section shall be  
constructed or maintained on any of the land taken by the  
Company from the Owner on the southern or land side of  
30 the Canal ;

35 8. The Owner shall have the right of pre-emption over all lands  
taken or purchased from him which may not be required by  
the Company for the purposes of the Canal or its incidental  
works or for any other purposes of the Company or to  
enable the Company to comply with the provisions of this  
Act at such price as shall be agreed on between the Company  
and the Owner or failing agreement as shall be settled by  
arbitration in manner provided by the Lands Clauses  
Acts ;

9. Nothing in this section contained shall prejudice abridge or defeat the right of the Owner or his tenants to compensation for land acquired from or injury occasioned to him or them by for or in consequence of the works of the Company Provided that in estimating any compensation payable for injury occasioned to him or them by or in consequence of the works of the Company the use and convenience of the accommodation and other works constructed or provided by the Company for the protection of the Owner and his tenants shall be taken into account. 5 10

protection of  
Ries of the  
Weaver  
Co.

71.—For the protection of the Trustees of the River Weaver Navigation (in this section called "the Trustees") the following provisions shall have effect unless otherwise agreed on in writing between the Trustees and the Company.

1. "The plan" means the plan signed in duplicate by Edward 15  
Leader Williams on behalf of the Company and by Lionel  
Bury Wells on behalf of the Trustees "The Weaver  
Navigation" means so much of the River Weaver as is  
within the jurisdiction of the Trustees and the Weston Canal  
and all docks basins and other works belonging thereto; 20
2. The Company shall construct Work Number 1e (a) in such a  
situation within the limits of deviation shown on the  
deposited plans in respect of that work as may be agreed  
upon by the respective Engineers of the Company and the  
Trustees and so that it shall be a lock (in this section 25  
referred to as "the Weston Mersey Lock") six hundred feet  
long and forty-five feet wide with sills on the same level  
as the outer sill of Delamere Dock and with two pair of  
gates at each end each pair pointing in opposite directions  
and also one pair of intermediate gates; 30
3. The Company before they commence any works opposite to  
any part of the docks of the Trustees shall construct and  
complete fit for use the portion of the Canal situate between  
its entrance at or near Eastham and the point marked "A"  
on the plan and shall maintain the water level in that portion 35  
of the Canal at not less than fourteen feet above the level of  
Old Dock Sill and shall also at or near the Weston Marsh  
Turnbridge on land to be provided by the Company and

5 vested in the Trustees and in a situation to be agreed upon  
by the Engineers of the Company and the Trustees construct  
and complete a barge lock (hereinafter called the Weston  
Marsh Lock) communicating with the estuary of the Weaver  
on the one hand and with the Weston Canal on the  
other hand and having a length breadth and depth not being  
less than the length breadth and depth of the larger  
lock at Dutton And after the said lock has been com-  
pleted and until the Weston Mersey Lock is open for  
10 the passage of traffic from the docks of the Trustees  
into the navigable channel of the Mersey all the Weaver  
traffic shall be allowed to pass up and down the Canal between  
the said Weston Marsh Lock and Eastham free of any dues  
tolls or charges. And the Company shall from and after the  
15 completion of the Weston Marsh Lock make and at all times  
maintain a channel of at least eighty feet in width and of a  
navigable depth of two feet below the Old Dock Sill between  
the Weston Marsh Lock and the Canal and shall buoy the  
said channel to the satisfaction of the Trustees;

- 20 4. From and after the opening of the Canal for the Weaver traffic  
the Company shall maintain in the Canal a navigable depth  
of not less than three feet below Old Dock Sill between  
Weston Point and Eastham;
- 25 5. If during the construction of the Canal or any temporary works  
between the Old Quay Docks and Frodsham Score and  
before the Weston Marsh Lock and the channel therefrom  
to the Mersey at Eastham are completed and opened for the  
Weaver traffic the navigable access from the Mersey to the  
30 docks and basins of the Trustees at Weston Point shall  
by reason of any act of the Company or of any of the  
persons in their employ or of their contractors be obstructed  
or interrupted or rendered less deep than heretofore the  
Company shall forthwith after notice in writing from the  
Trustees remove or remedy such obstruction or interruption  
35 and pay to the Trustees and the traders on the Weaver  
Navigation full compensation for and indemnify the Trustees  
against all loss or damage occasioned by any default of the  
Company in forthwith complying with such notice;
- 40 6. The Company shall at all times during the construction of  
Work Number 1 until the Weston Mersey Lock and its

*The Manchester Ship Canal Act 1885.*

approaches are completed provide and maintain an access to the navigable channel of the Mersey from the docks and basins at Weston Point so that there may be a good and sufficient passage into the River Mersey at or above Weston Point for all vessels trading between the Weaver Navigation 5 and the ports of the Upper Mersey above Weston Point and if any obstruction or interference to or with such passage shall be caused by or in consequence of the works or operations of the Company the Company shall forthwith after notice in writing from the Trustees 10 remove or remedy such obstruction and pay to the Trustees full compensation for and indemnify them against all loss or damage occasioned by the default of the Company in forthwith complying with such notice and the Company shall complete the works between No Man's Land and the said 15 point "A" on the plan including the Weston Mersey Lock within the period of two years after the commencement of those works; *See Act 11893 s. 33*

7. The Company shall at all times after the completion of the Canal maintain a navigable depth of water equal to the 20 depth on the sills of the several docks and basins at Weston Point between the said docks and basins and the deep water of the Canal and between the Canal and the Weston Mersey Lock and maintain an access between the Weston Mersey Lock and the navigable channel of the Mersey the bottom of such 25 access being at a height of not more than three feet six inches above Delamere Dock Sill. And shall also in like manner maintain or pay to the Trustees the increased cost of maintaining the existing depth of all the docks and basins of the Trustees at Weston Point and if in consequence of any 30 dredging or other work by the Company any injury shall be caused to any property of the Trustees the Company shall forthwith repair and make good the same;
8. It shall not be necessary for the Trustees at any time to obtain the consent of the Company to the construction on any land 35 belonging to them at the passing of this Act of any new docks or river walls or wharves or of any new entrances to the existing docks or to the lowering of the sills of such entrances and the Company shall not oppose the construction of any such works except for the purpose of protecting the 40
- See Act 1904 s. 30(5)  
Repealed  
1975 HRO Art 3(3)*



5 Canal works and the navigation of the Canal and giving their  
 Engineer supervision over any works affecting the same and  
 the Trustees may use for the purposes of their traffic paying  
 toll to the Company and for the mooring but not the loading  
 or unloading of any vessels though not paying toll to the  
 Company it destined for the Weaver Navigation all dock or  
 river walls or wharves belonging to them and abutting on  
 the Canal subject nevertheless to the reasonable bye-laws of  
 10 the Company and so as not to interfere with the working of  
 the Canal ;

9. The Company shall at all times after the completion of the  
 Canal maintain a depth equal to the present depth of water  
 adjoining any dock or river walls or wharves of the Trustees  
 abutting on the Canal and the Company shall not be entitled  
 15 to demand any wharfage rates in respect of any vessels or  
 cargo for the use of the said dock or river walls or wharves  
 in accordance with the preceding sub-section ;

10. If by or in consequence of the execution of any works of the  
 Company the dock or river walls or wharves or other works  
 of the Trustees are at any time undermined or otherwise  
 rendered insecure or are injured in any way then and in  
 such case the Company shall at their own expense forthwith  
 underpin or by all other necessary means repair the injury  
 to the said dock or river walls or works and shall compensate  
 25 the Trustees and the traders on the Weaver Navigation for  
 and indemnify them against all loss or damage occasioned by  
 any interruption thereby caused to the Weaver Navigation  
 or to the access thereto or egress therefrom and in default of  
 the Company executing the necessary repairs within seven  
 30 days after notice in writing given by the Trustees the Trustees  
 may execute such repairs and recover the reasonable cost  
 thereof from the Company ;

11. The Company shall construct the Work Number 1 of a  
 width not less and with entrance locks near its commence-  
 ment not fewer in number nor less in dimension than is  
 shown on the deposited plans ;  
 35

12. In times of severe frost the Company shall upon receiving

*The Manchester Ship Canal Act 1885.*

notice in writing from the Trustees effectually break and remove all ice in the River Weaver between Frodsham Weir and the entrance to Frodsham Lock which shall be in any manner prejudicial to the Weaver Navigation and the Company shall pay to the Trustees full compensation for and indemnify them 5 against all loss or damage occasioned by any default of the Company in so doing and in default of the Company immediately breaking and removing all ice when so required the Trustees may break and remove the same at the reasonable expense of the Company but the Company shall 10 not in such case be relieved from the payment of any damages under this sub-section;

13. If at any time by reason or in consequence of the construction of the works of the Company by this Act authorized or any of them the passage for the flood waters of the River Weaver 15 or the overflow or discharge of water from the lands adjoining the River Weaver whether above or below Frodsham Weir shall be in any way obstructed or rendered less efficient than heretofore or if the drainage of such lands or the passage or escape of flood or tidal waters 20 therefrom as freely as heretofore shall be obstructed or prejudicially affected the Company shall at their own expense at the request of the Trustees and as often as occasion shall require restore and make good such passage or drainage and provide for the passage or escape 25 of such waters and remedy every such obstruction to the passage or discharge of the waters as aforesaid so as to secure for the future the escape of such waters in as effectual a manner as heretofore to the reasonable satisfaction of the Trustees and the Company shall indemnify the Trustees from 30 all claims which may be made against them by reason of any such interference with the passage overflow or discharge of such waters or drainage as aforesaid;
14. All the works for the protection of the Trustees prescribed provided for or referred to in this section shall be constructed 35 in accordance with the provisions of this section and according to plans sections and specifications submitted to and reasonably approved in writing by the Engineer of the Trustees and the Company shall not commence the construc-

5 tion of the said works until such plans sections and specifications have been so submitted and approved. Provided always that if the Engineer of the Trustees shall for the period of two months fail to signify his approval or disapproval and in case of disapproval to give written particulars of his objections and requirements then the said works shall be constructed according to the plans sections and specifications so submitted;

10 15. The Trustees may at all times take water from the Canal for the supply of their docks and basins at Weston Point.

15 16. All vessels carrying salt only and not exceeding four hundred and fifty tons gross register and carrying not more than five hundred tons and passing from the Weaver Navigation down and out of the Canal or up the Canal to Runcorn Docks shall be exempt from the payment of all ship dues and Canal and lockage tolls;

*Repealed  
see note to  
subsection 7*

20 17. All vessels whether light or in ballast not exceeding four hundred and fifty tons gross register and destined for the Weaver Navigation for the purpose of loading salt may enter and pass along Work Number 1 without payment of any ship dues or canal or lockage tolls for such entrance or passage;

25 18. All vessels destined for the Weaver Navigation whose cargo consists only of flints felspar china-stone china-clay or bones for use in the manufacture of pottery and not exceeding four hundred and fifty tons gross register and not carrying more than five hundred tons may enter from the River Mersey and pass along Work Number 1 to Weston Point on the payment of half the ship dues and such cargo if destined for the Staffordshire Potteries shall be liable only to the payment of half the tolls prescribed by this Act;

30 19. If the Company make any exemption from any portion of any dues payable under this Act in respect of any vessels or cargo beyond that conferred by this section they shall make the like exemption in respect of all vessels and cargo destined for the Weaver Navigation falling within the same

35

*The Manchester Ship Canal Act 1885.*

class or description using or carried upon the same section of the Canal and subject to the same dues and in the like circumstances;

20. In addition to the provisions contained in the section the marginal note whereof is "Lock entrances to certain Navigations to be under control of Company" for the construction and maintenance of Work Number 1 a (a) the Company shall provide and work the necessary motive power free of charge for towing all sailing vessels to and from the docks of the Trustees at Weston Point through Work Number 1 a (a) 10 during each tide;
21. The bye-laws regulating the traffic passing to and from the docks of the Trustees at Weston Point from and to the Work Number 1 a (a) shall be such as will secure for such traffic whatever precedence shall be found necessary to enable the same to pass between such docks and the River Mersey or vice versa on the same tide And such bye-laws shall also make provision for allowing vessels coming from the Weaver Navigation to moor in the Canal at any time for the purpose of being marshalled in order to expedite their passage into the Weston Mersey Lock but so as not to interfere with the working of the Canal;
22. Notwithstanding anything in this Act contained the Company shall fully compensate the Trustees for and indemnify them against all costs losses damages and expenses which may be occasioned to them or to any of their docks basins works or property or to the traffic thereon or otherwise by reason of the execution or failure of any of the Company's works or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company shall effectually indemnify and hold harmless the Trustees from all claims and demands upon or against them by reason of such execution or failure or of such act or omission;
23. Any difference which may arise between the Company and the Trustees under this Act or with reference thereto shall (unless the settlement thereof is otherwise provided for) from time to time be referred to an arbitrator to be nominated on the application of either party by the Board of Trade;

*Repealed*

*see note to*

*subsection 7*

*The Manchester Ship Canal Act 1885.*

97

24. The Company and the Trustees may agree for any variation or alteration in the provisions of this section ;

25. Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the Trustees otherwise than is herein expressly provided.

72.—For the protection of Messieurs Thomas and Thomas Arthur Rigby and other the tenants of the Sutton Mills on the River Weaver the following provisions shall have effect (that is to say):—

For protection of Messrs. Rigby and others.

1. In this section "the River Weaver" means that portion of the River Weaver or the estuary thereof or of the River Mersey or the estuary thereof which lies between Sutton Mills and Work Number 1 ;

See Act 11896  
s. 20

2. The Company shall at all times during the construction of the portion of the Canal between Eastham and Weston Point make provision for the passage across the Canal to and from the River Weaver from and to the navigable channels of the River Mersey or the estuary thereof of all vessels destined for or coming from the Sutton Mills in the County of Chester and which but for such construction could have navigated to and from the said mills from and to the River Mersey or the estuary thereof ;

Act 11904  
s. 31

Act 11956  
s. 56

3. From and after the completion of the said portion of the Canal the Company shall permit the entrance to and exit from the Canal from or to the River Mersey or the estuary thereof free of toll of all vessels destined to or coming from the said Sutton Mills and which but for such construction could have navigated to and from the said Mills through one of the locks constructed by the Company between Runcorn Bridge and the River Weaver and permit the passage of such vessels across the Canal to and from the River Weaver free of toll in such manner as to afford all reasonable facilities for the passage of such vessels and the Company shall provide and work free of charge whenever required during each tide the necessary motive power for towing through such lock and across the Canal to and from the River Weaver all or so many of such vessels as shall be under sail ;

Repealed  
1975 HRO  
Art 3 (3)

4. In the event of the Company failing to permit the passage of any such vessels through such lock and across the Canal or to afford to such vessels such facilities as aforesaid and at any time when such lock through any act or default of the Company shall not be available for the passage of traffic such vessels shall be at liberty to enter or leave the Canal at Eastham and to pass along the Canal between Eastham and the River Weaver or any part thereof free of all ship dues or Canal or lockage tolls;
5. If at any time or times after the commencement of any 10 works by this Act authorized the present landing berth on the southerly side of the said Sutton Mills shall by reason of the works of the Company become silted up or rendered less deep than heretofore the Company shall forthwith after notice in writing from the said Messieurs Thomas and 15 Thomas Arthur Rigby or other the tenant or tenants for the time being of the said Mills by dredging or otherwise remove such silting or restore such landing berth to its present depth;
6. The Company shall from time to time pay to the said 20 Messieurs Thomas and Thomas Arthur Rigby or other the tenant or tenants as aforesaid full compensation for any loss or damage which they may sustain by reason or in consequence of any of the works operations or defaults of the Company either by the stoppage or diminution of or interference with 25 the present water power of the said Mills or of any interference with or delay in the passage of such vessels as aforesaid to and from the said Mills during the construction of the Canal or the works thereof;
7. If any difference shall arise between the Company and the said 30 Messieurs Thomas and Thomas Arthur Rigby or other the tenant or tenants as aforesaid respecting any of the matters hereinbefore provided for in this section the same shall be determined by arbitration in manner hereinafter by this Act provided.

Repealed see  
note to  
subsection 3.

73.—For the protection of the North Staffordshire Railway Company (in this section called the North Staffordshire Company) as owners of the navigation from the Trent to the Mersey (in this section called the Trent and Mersey Canal) and of traders using the Trent and Mersey Canal the following provisions shall unless otherwise agreed in writing between the North Staffordshire Company and the Company have effect (that is to say):—

*For the protection of the North Staffordshire Railway Company and of traders using the Trent and Mersey Canal.*

1. If by the construction and maintenance of the Canal the present waterway for the carriage of traffic by water between the Trent and Mersey Canal and the port of Liverpool be interfered with or interrupted so as to prejudicially interfere with or interrupt such traffic the Company shall at all times permit the entrance to use of and exit from that portion of the Canal between its commencement in the township of Eastham and the point in the township of Runcorn at or near Runcorn Gap where the Trent and Mersey Canal by means of part of the Bridgewater Canal communicates with the Mersey of boats barges and vessels employed in the carriage of traffic between the Trent and Mersey Canal and the port of Liverpool and so interfered with or interrupted and no ship dues or canal or lockage tolls whatsoever shall be demandable or payable to the Company for or in respect of such boats barges or vessels or the traffic carried therein;
2. If the Company purchase or acquire the Bridgewater Undertaking they shall thereupon and thereafter maintain such works and provide and maintain such plant and appliances and afford such accommodation and services at Runcorn for the transport haulage wharfage dockage and warehousing of traffic passing to or from the Trent and Mersey Canal on and over the Bridgewater Canal or the River Mersey as will render the transport of such traffic at on and over such Bridgewater Canal and River respectively at least as cheap and convenient in every respect as it now is and the Company shall not be entitled to demand or receive for or in respect of all or any such works plant and appliances or accommodation or services or of the user of the Bridgewater Canal or the River Mersey or of any part of either of them respectively by boats barges or vessels conveying traffic to or from the Trent and Mersey Canal or of the cargo in any such boat barge or vessel

*The Manchester Ship Canal Act 1865.*

any dues tolls rates or charges higher than are at the date of the passing of this Act demanded taken and received by the Bridgewater Company of and from the North Staffordshire Company or of and from traders generally for or in respect of the like traffic conveyed under like circumstances and conditions ;

3. If during the construction of the Canal or any temporary works the navigable access from the Mersey to the docks and basins at Runcorn constituting part of the Bridgewater Undertaking shall by reason of any act of the Company or of any 10 of the persons in their employ or of their contractors be obstructed or interrupted or rendered less deep than heretofore the Company shall forthwith after notice in writing from the North Staffordshire Company or their agent at Runcorn or from the President for the time being of the North Stafford- 15 shire Chamber of Commerce or the Secretary for the time being of the Staffordshire Potteries Manufacturers Association acting under resolution of the members of that Association or from the Secretary for the time being of the North Staffordshire Ironmasters Association acting under resolution 20 of the members of that Association remove or remedy such obstruction or interruption and pay to the North Staffordshire Company and the traders on the Trent and Mersey Canal full compensation for and indemnify the North Staffordshire Company against all loss or damage occasioned by any 25 such act as aforesaid and accruing after such notice as aforesaid ;
4. Nothing in this Act shall be construed to take away alter or prejudice any rights or privileges of the North Staffordshire Company under or by virtue of Section 88 of an Act intituled 30 " An Act for making a navigable cut or Canal from the " River Trent at or near Wjlden Ferry in the county of " Derby to the River Mersey at or near Runcorn Gap " (6 George III. chapter 96).

For protection of  
manufacturers of and  
traders in North  
Staffordshire pottery  
ware &c. using the  
Trent and Mersey  
Canal.

74.—For the protection of the manufacturers of and traders in 35 North Staffordshire pottery ware and in potters' materials using the navigation from the Trent to the Mersey known as "the Trent and Mersey Canal " the following provisions shall have effect :—



5 All vessels destined for the Bridgewater Canal at Runcorn whose  
cargo consists only of flint felspar china-stone china-clay  
potter's ball-clay bones or bone-ash for use in the manufacture  
of pottery or the manufacture of earthenware or china and  
not exceeding four hundred and fifty tons gross register and  
not carrying more than five hundred tons may enter from the  
River Mersey and pass along Work Number 1 to Runcorn  
on the payment of half the ship dues prescribed by this  
Act and such cargo if destined for the Staffordshire potteries  
10 shall be liable only to the payment of half the tolls prescribed  
by this Act.

Repealed  
1975 HRO  
Art 3 (3)

75.—For the protection of the Port and Town of Runcorn and  
the Improvement Commissioners of the said Town (hereinafter called  
"the Commissioners") and the Shipowners and Traders carrying on  
15 business at Runcorn the following provisions shall apply (that is to  
say):—

For the protection of  
the Port and Town of  
Runcorn and the  
Improvement Com-  
missioners thereof &c.

- 20 1. During the construction of the Canal near the existing docks  
basins and navigation at Runcorn forming parts of the  
Bridgewater Undertaking (in this section referred to as "the  
said docks basins and navigation") and until the lock or basin  
Work Number 1 G (c) is open for the passage of traffic to  
and from the said docks basins and navigation from and to  
the estuary of the Mersey all traffic destined for or coming  
25 from the said docks basins and navigation shall be allowed  
to pass up and down so much of the Canal between Runcorn  
and Eastham as shall for the time being be open and  
available for traffic free of any ship dues or Canal or lockage  
tolls;
- 30 2. From and after the opening of the said lock or basin Work  
Number 1 G (c) for Runcorn traffic the Company shall afford  
all such facilities for all vessels and barges which shall on any  
tide be ready to leave the said docks basins and navigation  
and which but for the construction of the Canal and works  
thereof could have left Runcorn over the existing sills of the  
35 said docks basins and navigation and proceeded down the  
estuary on the same tide as will enable such vessels and barges  
to cross the Canal and pass into the estuary in time to proceed  
down the estuary on the same tide and any such vessels or

Repealed  
1975 Art 3 (3)

*The Manchester Ship Canal Act 1865.*

barges to which such facilities are not afforded by the Company may pass down and out of the Canal free of any ship dues or Canal or lockage tolls;

3. Any disputes respecting any of the matters aforesaid shall be referred to the arbitrament of an arbitrator to be appointed 5 on the application of any party in difference by the Board of Trade and the costs of and incidental to any such arbitration shall be in the discretion of the arbitrator and it shall be lawful for the Company to require any Company or person other than the Commissioners to give such security for the payment 10 of all such costs as aforesaid as may be agreed upon or in default of agreement as may be determined by the arbitrator previous to his proceeding upon the arbitration;
4. In the event of the Company acquiring under the powers of this Act the Bridgewater Undertaking they shall not levy or 15 charge any higher tolls rates or charges for the use thereof respectively than are at present levied and charged by the Bridgewater Company to the public generally;
5. No Canal tolls shall be demanded or taken by the Company for any farmyard or stable dung or for any marl night-soil 20 ash-pit refuse cinders or street sweepings carried by the Commissioners or any of their contractors servants or boatmen on the Canal;
6. All vessels carrying salt only and not exceeding four hundred and fifty tons gross register and carrying not more than 25 five hundred tons and passing from the said Docks Basins or Navigation down and out of the Canal shall be exempt from the payment of all ship dues and Canal and lockage tolls;
7. All vessels whether light or in ballast not exceeding four hundred and fifty tons gross register and destined for the said 30 Docks Basins or Navigation for the purpose of loading salt may enter and pass along Work Number 1 without payment of any ship dues or canal or lockage tolls for such entrance or passage;
8. All vessels destined for the said Docks Basins or Navigation 35 whose cargo consists only of flints felspar china-stone china-

*Repeated see  
note to subsection*

*The Manchester Ship Canal Act 1865.*

103

clay or bones for use in the manufacture of pottery and not exceeding four hundred and fifty tons gross register and not carrying more than five hundred tons may enter from the Estuary of the Mersey and pass along Work Number 1 to the said Docks Basins or Navigation on the payment of half the ship dues and such cargo if destined for the Staffordshire Potteries shall be liable only to the payment of half the tolls prescribed by this Act;

9. If the Company make any exemption from any portion of any dues payable under this Act in respect of any vessels or cargo beyond that conferred by this section they shall make the like exemption in respect of all vessels and cargo destined for the said Docks Basins or Navigation falling within the same class or description using or carried upon the same section of the Canal and subject to the same dues and in the like circumstances;

10. In the event of any alteration in interference with or damage or obstruction to any street road [footpath] sewer or drain belonging to or under the control of the Commissioners being at any time caused by the Works or operations of the Company the Company shall forthwith make good the same at their own cost to the reasonable satisfaction of the Commissioners and the Company shall also be liable in compensation to the Commissioners for any damage injury or loss occasioned to them thereby such compensation being in case of dispute determined by arbitration in manner provided by "The Lands Clauses Acts";

11. Notwithstanding anything in this Act contained or shown on the deposited plans to the contrary the Company shall not without the consent of the Commissioners in anywise interfere with the free flow of the sewerage of the district of the Commissioners into the River Mersey or the estuary thereof unless and until the Company shall have provided at their own expense and to the reasonable satisfaction of the Commissioners and in case of any difference between the Company and the Commissioners of the Local Government Board and vested in the Commissioners all proper and sufficient outfalls and works for conveying the sewage

See (VP) Act  
1890 S. 21

of the said district under the Canal and into the River Mersey or the estuary thereof as efficiently and to the same extent and amount as at present and the Company shall compensate the Commissioners for any increased expense to be incurred by them in maintaining and working any such new sewers and works over and above the expense of maintaining and working their present sewers and the amount of such compensation if not agreed between the Company and the Commissioners shall be settled by the Local Government Board on the application of either party;

12. The Company shall at all times afford to the Commissioners all reasonable facilities and accommodation for carrying through or under the property of the Company any sewers drains or sewer outfalls which may hereafter be necessary for the proper drainage of the district and the Company shall allow such sewers drains and sewer outfalls to be so carried through or under their property upon such terms as to way-leave and other matters as the Local Government Board shall determine having regard to the facilities which the Commissioners at present possess for carrying out and executing works for the sewerage of their district. Provided that any works executed under this sub-section shall when and so far as they affect the Canal or works or other property of the Company be carried out according to plans and sections and specifications previously submitted to and approved in writing by and under the superintendence of the Company's Engineer and shall not interfere with or affect the working of the Canal or the future improvement thereof and if the Canal works or other property of the Company shall sustain any damage or injury by or in consequence of the execution of any such works the Commissioners shall be liable in compensation to the Company for such damage or injury such compensation to be determined in case of dispute in the manner provided by the Lands Clauses Acts. Provided that should any dispute arise between the Commissioners and the Company respecting the necessity for any works proposed by the Commissioners or should the Company require the Commissioners under this sub-section to execute any works which the Commissioners may consider to be unnecessary or unreasonable the Local

Government Board shall on the application of either the Company or the Commissioners determine the question as to whether such works are necessary or whether the requirements of the Company are necessary or reasonable and to what extent;

5

13. The Company shall provide sufficient accommodation by a ferry or other means to enable persons to pass across the Canal to or from the town of Runcorn from or to the River Mersey with suitable means of access thereto;

10

14. Except as expressly provided by this Act nothing herein contained shall prejudice alter abridge or affect any rights powers privileges or authorities of the Commissioners under any Act of Parliament or otherwise.

76.—For the protection of the Guardians of the Poor of the Runcorn Union (in this section called the Guardians) the following provisions shall have effect (that is to say):—

*For the protection of the Guardians of the Runcorn Union.*

1. Notwithstanding anything in this Act contained or shown on the deposited plans to the contrary the Company shall not without the consent of the Guardians enter upon take alter or in anywise interfere with any sewerage works belonging to and under the management or control of the Guardians acting as a Rural Sanitary Authority under the provisions of "The Public Health Act 1875" in any of the townships comprising the District of such Authority or any outfalls into the Rivers Mersey or Weaver or any sewers pipes tanks or other works or appliances connected with such sewerage works or any of them unless and until the Company shall have provided at their own expense and to the reasonable satisfaction of the Guardians and (so far as the same can be legally required) the Local Government Board and vested in the Guardians other proper and sufficient sewers drains outfalls and works with all necessary lands and way-leaves in connection therewith for providing for the drainage and disposal of the sewage of the district if and so far as the same would be affected by the works of the Company as efficiently and to the same extent and amount as at present and the Company shall compensate the Guardians for any increased expense to be incurred by them in maintaining

20

25

30

35

and working any such new works over and above the expense of maintaining and working their present works and the amount of such compensation if not agreed between the Company and the Guardians shall be settled by the Local Government Board on the application of either party; 5

- 2 The Company shall at all times afford to the Guardians all reasonable facilities and accommodation for carrying through or under the property of the Company any sewers drains or sewer outfalls which may hereafter be necessary for the proper drainage of the district and the Company shall allow 10 such sewers drains and sewer outfalls to be so carried through or under their property upon such terms as to way-leave and other matters as the Local Government Board shall determine having regard to the facilities which the guardians at present possess for carrying 15 out and executing works for the sewerage of their district Provided that any works executed under this sub-section shall when and so far as they affect the Canal or works or other property of the Company be carried out according to plans and sections and specifications previously submitted 20 to and approved in writing by and under the superintendence of the Company's Engineer and shall not interfere with or affect the working of the Canal or the future improvement thereof and if the Canal works or other property of the Company shall sustain any damage or injury by or in conse- 25 quence of the execution of any such works the Guardians shall be liable in compensation to the Company for such damage or injury such compensation to be determined in case of dispute in the manner provided by the Lands Clauses Acts Provided that should any dispute arise between the Guardians and the 30 Company respecting the necessity for any works proposed by the Guardians or should the Company require the Guardians under this subsection to execute any works which the Guardians may consider to be unnecessary or unreasonable the Local Government Board shall on the application of 35 either the Company or the Guardians determine the question as to whether such works are necessary or whether the requirements of the Company are necessary or reasonable and to what extent.

77.—The following provision shall apply for the protection of the the Runcorn Soap and Alkali Company Limited whose registered office is at Liverpool (that is to say):—

*For the protection of the Runcorn Soap and Alkali Company Limited.*

5 In case the Company shall under the powers of this Act acquire the Bridgewater Canals nothing herein contained shall prejudice alter abridge or affect any rights powers privileges or authorities of the Runcorn Soap and Alkali Company Limited in to upon or in connection with the said Bridgewater Canals or the banks or waters thereof.

10 78.—The following provision for the protection of the Runcorn Soap and Alkali Company Limited carrying on business as chemical manufacturers at Runcorn and Weston and of Messieurs Hazlehurst and Sons carrying on business as chemical and soap manufacturers at the Camden Works in Runcorn and their assigns (all of whom are included in the expression "the Owners" when used in this section) shall apply unless otherwise agreed in writing between the Owners and the Company:—

*For the protection of the Runcorn Soap and Alkali Company Limited and Messieurs Hazlehurst and Sons.*

20 In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present drainage of the works and property situate at Runcorn and Weston belonging to the Owners respectively or the outfalls thereof respectively or the passage or escape of waste acids liquids and fluids therefrom respectively into the tidal stream of the River Mersey as freely as at present the Company shall at their own expense restore and make good such drainage or outfalls and provide for the passage or escape of such waste acids liquids and fluids into the said tidal stream as freely as at present to the reasonable satisfaction of the Owners respectively and if the Company shall make default in so doing they shall pay the Owners full compensation for any damage or injury sustained by them by or in consequence of such default the amount of such compensation if not agreed to be settled by arbitration in manner provided by the Lands Clauses Acts for settlement of cases of disputed compensation.

35 79.—For the protection of Messieurs Wigg Brothers and Steele of Runcorn chemical manufacturers the following provisions shall

*For the protection of Messrs. Wigg Brothers and Steele.*

have effect unless otherwise agreed on in writing between Messieurs Wigg Brothers and Steele and the Company (that is to say):—

1. Unless the Company purchase the works of Messieurs Wigg Brothers and Steele at Runcorn known as the Old Quay Works (hereinafter called the said works) which they are hereby authorized to do they shall during the execution of any works or the exercise of any powers by this Act authorized which will interfere with the access by means of the Runcorn and Latchford Canal to the said works maintain an access thereto by other means to the reasonable satisfaction of Messieurs Wigg Brothers and Steele so as to enable them to carry on the business at the said works as efficiently as they could have done but for the execution of such works or the exercise of the said powers ; 5
2. If by reason of the execution of the works or the exercise of the powers by this Act authorized Messieurs Wigg Brothers and Steele are hindered or prevented from or interrupted in efficiently working or carrying on the said works the Company shall either purchase the estate and interest of Messieurs Wigg Brothers and Steele in the said works or make compensation to them for the loss and expense sustained by them by reason of such hindrance prevention or interruption. The price to be so paid or the compensation to be so made shall unless otherwise agreed on be ascertained by arbitration as by this Act provided ; 20 25.
3. Unless the Company purchase the said works they shall before any interference by the works or operations of the Company with the present cart road leading from Runcorn to the said works provide and construct and at all times maintain a road in lieu of the said cart road at least as convenient in all respects as the present cart road and they shall before any interference by the works or operations of the Company with the present supply of fresh water to the said works provide and thenceforth at all times thoreafter continue free of cost to Messieurs Wigg Brothers and Steele such a supply of fresh water at the said works sufficient in quantity and quality as will enable Messieurs Wigg Brothers and Steele to carry on their business for the time being at the said works as efficiently as they could have done but for the execution of 30 35



the works of the Company or the exercise of the said powers;

4. Unless the Company purchase the said works they shall in constructing the Canal provide construct and maintain for the use of Messieurs Wigg Brothers and Steele in connection with the said works free of wharfage a side-basin or lay-bye in connection with such Canal adjoining and along the front of the Old Quay Works with a depth of water therein of at least seven feet and of a size reasonably sufficient for the accommodation of the existing traffic of the said works And the Company shall if before commencing the Canal in front of the Old Quay Works they are served by Messieurs Wigg Brothers and Steele with a notice in writing requesting them so to do construct the said side-basin or lay-bye with a depth of water therein not less than ten or twelve feet as shall be required by the said notice provided however that the Company shall not be held liable for any damage to the said works or any part thereof or other property of Messieurs Wigg Brothers and Steele occasioned by or arising from the deepening of such side-basin or lay-bye beyond seven feet Provided also that such extra deepening shall be carried out to the reasonable satisfaction of the Engineer for the time being of Messieurs Wigg Brothers and Steele;
5. Any difference or dispute which shall arise between Messieurs Wigg Brothers and Steele and the Company as to any of the matters aforesaid shall be referred to an arbitrator to be agreed upon between the Company and Messieurs Wigg Brothers and Steele or failing agreement to be appointed by the Board of Trade on the application of either party.

80.—Whereas by "The Liverpool Corporation Waterworks Act 1880" (hereinafter called "The Act of 1880") the Mayor Aldermen and Citizens of the City of Liverpool (hereinafter called "the Corporation") are empowered to construct lay down and maintain an aqueduct consisting of conduits and lines of pipes (to be called "the Vyrnwy Aqueduct") for supplying the said City and other places with water And whereas the works by this Act authorized will interfere with the construction and maintenance of the said aqueduct Therefore for the protection of the Corporation the following provisions shall have effect:—

For protection of the Vyrnwy Aqueduct of the Corporation of Liverpool.

If the Company shall within our months from the passing of this Act give the Corporation notice in writing definitely determining the line levels and situation of the works of the Company within the limits of lateral deviation granted to the Corporation for the making laying and 5 maintaining the said aqueduct and shall require the Corporation so to make and lay the said aqueduct as not to injuriously interfere with the works of the Company by this Act authorized then the said aqueduct shall be made laid and maintained between the road shown on the 10 plan referred to in the Act of 1880 as having been deposited with the Clerk of the Peace for the County of Chester and on such plan numbered 80 in the parish of Runcorn and a point 460 yards north of the bank of the River Mersey in Cuerdley Marsh on such lines 15 at such levels and in such way and manner having regard to the works hereby authorized as shall (unless otherwise agreed between the Company and the Corporation) be settled by the arbitrament and award of the Board of Trade or of an Engineer to be for that purpose nominated and appointed by 20 the said Board on the application of the Corporation in that behalf and the said Board or Engineer as the case may be shall order and direct what portion of the expense (if any) of making laying and maintaining the said works shall having regard to all the circumstances of the case be borne 25 by the Company and shall be paid to the Corporation and for the purposes of this Section the said Board or the said Engineer may from time to time make such orders and awards as may be necessary to satisfy the terms and conditions of this Section and may require the Company to 30 make in respect of each such order and award a deposit of such sum and in such manner as the said Board or the said Engineer as the case may be shall think fit as a security for the due fulfilment of the then made order or award by the Company and the Corporation may enforce any such orders 35 and awards with the costs of suit in any Division of the High Court of Justice ;

If no such notice as aforesaid shall be given by the Company to the Corporation nothing in this Act contained shall (subject as hereinafter provided) hinder or prevent the 40

Corporation from making and maintaining the said aqueduct or any one or two of the lines thereof in the lines and levels and within the limits of deviation authorized by the Act of 1880. Provided always that the Company may at any future time require the aqueduct (where it crosses the line of the said Works by this Act authorized) to be altered so as not to interfere with their said Works and in that case the Company shall and may at their own expense make and maintain such alterations deviations and substitutions necessary for that purpose as may be agreed upon between the Corporation and the Company or failing agreement as may be determined by an engineer to be appointed by the Board of Trade on the application of either party and such alterations deviations and substitutions shall be carried out and executed by the Company under the superintendence and to the reasonable satisfaction of the Engineer of the Corporation to be appointed for that purpose and in such manner as not to interrupt the supply of water to the said City of Liverpool;

The Corporation and the Company may enter into any agreement or agreements respecting the matters referred to in this section or providing for any variation or alteration thereof.

81.—The following provisions for the protection of Sir Richard Brooke Baronet or other the owner or owners for the time being of the Norton Priory Estates all of whom are included under the name of Sir Richard Brooke when used in this section shall apply unless otherwise agreed in writing by Sir Richard Brooke and the Company:—

For the protection of Sir Richard Brooke Baronet and the Norton Priory Estates.

See

Act 1893 c. 39  
" " 1896 c. 42  
" " 1904 c. 36  
" " 1911 c. 27

1. The Company shall not without the consent in writing of Sir Richard Brooke put in force the powers conferred upon them by this Act to acquire any part of the Norton Priory Estates except the portions following which they are hereby expressly authorized to acquire namely:—

- (a) The land situate within the limits of deviation of Work Number 2;
- (b) The land situate within the limits of deviation of the Deviation Railways Numbers 1 and 2 and the Junction Railway;

*The Manchester Ship Canal Act 1885.*

- (c) A strip of land on the north side of the Canal not exceeding fifty yards in width and to be contiguous to the land to be acquired within the limits of deviation of Work Number 2 ;
2. Sir Richard Brooke shall if required by the Company out of the Norton Priory Estates provide the Company with convenient land not exceeding seventy acres statute measure adjacent to the Canal for the purpose of depositing thereon spoil from the Canal works. Such land shall remain the property of Sir Richard Brooke and the Company shall pay him such a sum and shall deposit the spoil within such period at such level and make good the surface in such manner with a minimum depth of twelve inches of surface-soil spread thereon and otherwise upon such terms as may be agreed upon between the Company and the said Sir Richard Brooke or as in case of dispute shall be settled by Arbitration under "The Lands Clauses Acts ;"
3. The road on the northerly side of the Canal which the Company are to construct in accordance with sub-section 7 of this section shall be constructed on the land which by this section the Company are at liberty to acquire on the northerly side of the Canal and shall form the Company's boundary on that side and Sir Richard Brooke shall at all times have a free and convenient access from his remaining land over such road and over the said land so to be acquired by the Company to any wharves landing-places and ferries which the Company construct under the provisions of this Section ;
4. If any part or parts of the Runcorn and Latchford Canal which is or are bounded on both sides by land of Sir Richard Brooke shall be acquired by the Company and shall not be used for the purposes of navigation or for docks and shall not be required by the Company for the purpose of the Canal or its incidental works or to enable the Company to comply with the provisions of this Act the Company shall if required by Sir Richard Brooke sell and convey the same to Sir Richard Brooke at a price to be settled in case of dispute by arbitration in the manner provided by the Lands Clauses Acts provided however that the Company before so selling the same or any part thereof shall if required by Sir Richard Brooke and may if they so desire fill up the bed of the same or any part thereof and make the same and the adjoining

towpath level with the adjoining lands and fit for agriculture  
Where the site of the Runcorn and Latchford Canal is  
bounded on both sides by land of Sir Richard Brooke and is  
acquired by the Company but not conveyed to Sir Richard  
Brooke under the foregoing provisions the Company shall  
take upon themselves all liability of the Navigation  
Companies as to the maintenance of the existing bridges  
over the same ;

- 5
- 10
- 15
- 20
- 25
- 30
- 35
- 40
5. The Company shall construct or provide and for ever maintain  
at the places hereinafter mentioned and in accordance with  
plans previously submitted to and subject to the reasonable  
approval of Sir Richard Brooke three ferries across the Canal  
suitable for all descriptions of vehicular traffic and for carrying  
fifteen ton loads and shall at all times hereafter provide the  
necessary labour and power to work and shall work the said  
ferries by night and by day for the use of and free  
from all toll and charge for the user thereof by Sir  
Richard Brooke and his tenants agents and workmen and all  
other persons on his or their behalf authorized by him One  
of such ferries shall be situated at some point to be named by  
Sir Richard Brooke lying between the commencement of  
Work Number 2 and a point marked on the deposited plan  
of that work fifteen miles five furlongs Another of such  
ferries shall be situated at or near to the site of the existing  
Bob's Turn Bridge And the other of such ferries shall be  
situated in the line of one or other of the roads numbered re-  
spectively 191 and 200 on the deposited plans with respect to  
the parish of Runcorn according as Sir Richard Brooke shall  
hereafter determine The Company shall also provide and  
maintain for the use of and free from all toll or charge for  
the user thereof by Sir Richard Brooke and his tenants agents  
and workmen and all other persons on his or their behalf  
authorized by him a ferry over the intended Canal suitable  
for persons on foot and hereinafter referred to as a foot-ferry  
such foot-ferry to be always available between sunrise and  
sunset and to be situated at a point to be hereafter reasonably  
determined by Sir Richard Brooke lying between the com-  
mencement of Work Number 2 and the ferry to be substituted  
for Bob's Turn Bridge The Company shall also make and  
maintain proper and convenient approaches to the said ferries

on both sides of the Canal with inclinations not exceeding one in thirty and the right of constructing such approaches over any land belonging to Sir Richard Brooke required therefor and not being the site of an existing road shall be granted by Sir Richard Brooke to the Company and shall be paid for by 5 them to Sir Richard Brooke at such price as shall be agreed or failing agreement as shall be settled by arbitration in the manner provided by the Lands Clauses Acts;

6. If the Company construct a turnbridge across the Canal at or near Wigg's Works the same shall be constructed so 10 as to be made suitable for all descriptions of vehicular traffic and the Company shall at all times thereafter maintain the same and provide the necessary labour and power to work and shall work such turnbridge by night and by day for the use of and free from all toll and charge for the user thereof 15 by Sir Richard Brooke and his tenants agents and workmen and all other persons on his or their behalf authorized by him if Sir Richard Brooke can obtain access thereto but without any obligation on the Company to provide a means of access to and from the said bridge over the land lying between 20 such bridge and the public road on the one side or the Norton Priory Estates on the other Provided always that if such turnbridge is constructed and a right of access thereto is obtained by or for Sir Richard Brooke the Company shall be at liberty to discontinue the foot-ferry referred to in the last 25 preceding clause;
7. The Company shall construct and for ever maintain a wharf or landing-place on each side of the Canal near to each of the three ferries first hereinbefore required to be constructed or provided as aforesaid with suitable and convenient approaches 30 and Sir Richard Brooke and his tenants servants and workmen may use the said wharves or landing-places free of all dues or charges for any farm-yard or stable dung or for any marl night-soil ash-pit refuse cinders or street sweepings carried to or from the said Norton Priory Estates or any part or parts 35 thereof and to be used for the cultivation thereof but the use of such wharves or landing-places shall be subject to any reasonable bye-laws from time to time made by the Company and approved by the Board of Trade for the regulation of wharves or landing-places on the Canal; 40
8. The Company shall construct on the northerly side of the

Canal within the land which by this section the Company are at liberty to acquire and afterwards maintain in a condition suitable for the purposes hereinafter mentioned a road at least fifteen feet wide running from the ferry to be constructed by the Company nearest to the commencement of the said Canal up to the ferry to be constructed at or near the site of Bob's Turn Bridge and Sir Richard Brooke and his tenants agents and workmen and all other persons employed by him for his and their own personal use and for the purposes of transferring from one part of the Norton Priory Estates to another all live or dead stock agricultural produce manure or materials to be fed upon or used in connection with the said estates shall for ever hereafter be entitled free from all dues and charges to pass and repass along such road and along all other roads constructed by and for the time being belonging to the Company alongside the Canal;

See  
Act of 1893 s. 29

- 5
- 10
- 15
- 20
- 25
- 30
- 35
- 3
- 2 H
9. Subject to any reasonable bye-laws from time to time made by the Company and approved by the Board of Trade Sir Richard Brooke and his tenants agents and workmen and all other persons on his or their behalf authorized by him or them shall for ever hereafter for the purposes of the Norton Priory Estates or any part thereof be entitled free from all dues and charges to abstract and use for manufacturing or agricultural purposes the water in the said Canal and to empty surface water drains and waste water therein provided that nothing shall be done under this sub-section which shall in any way prejudicially affect the Canal or interfere with the working thereof;
10. In the event of any works or operations of the Company or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present drainage of the Norton Priory Estates or the outfalls thereof or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make good such drainage or outfalls and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of Sir Richard Brooke and if by reason

of the execution of any of the works by the Company any drainage arrangements shall be rendered more difficult expensive or inconvenient to Sir Richard Brooke or to his lessees or tenants full compensation shall be made to Sir Richard Brooke and to his lessees and tenants by the Company; 5

11. Subject to the power for the diversion of waters by this Act authorized nothing in this Act contained shall prevent Sir Richard Brooke exercising the same rights in and powers over any water flowing through the Norton Priory Estates as he could have exercised if this Act had not been passed; 10
12. The Company shall construct and for ever afterwards maintain on each side of the land to be acquired by them between the commencement of Work Number 2 and the most easterly boundary of the said Norton Priory Estates a good and sufficient post and rail or other fence not less than four feet six inches high having proper gates therein for the purpose of providing access from the said Norton Priory Estates to the said road wharves landing-places and ferries; 15
13. Sir Richard Brooke shall have the first right of pre-emption at a price to be settled by arbitration in accordance with the provisions relating to arbitration contained in the Lands Clauses Acts over all lands situate in Halton Norton Moore Acton-Grange and Keckwick taken or purchased from Sir Richard Brooke by the Company and which the Company can lawfully sell to Sir Richard Brooke and which are not required by the Company for the purposes of the Canal and its incidental works or other the purposes of the Company or to enable the Company to comply with the provisions of this Act and Sir Richard Brooke shall also have a right of pre-emption next after the original owner at a price to be settled as aforesaid over all lands situate in the places aforesaid taken or purchased from other persons which the Company can lawfully sell to Sir Richard Brooke and which are not required by the Company for any of the purposes aforesaid; 20 25 30
14. All works to be executed by the Company under this section for the protection of the Norton Priory Estates shall be done under the supervision and to the reasonable satisfaction of the Agent or Engineer of the said Sir Richard Brooke. 35



82.—1. If at any time during or after the construction of the works by this Act authorized the entrance channel or approach from the main low-water channel in the upper estuary of the River Mersey to the Widnes Dock the West Bank Dock at Widnes the Sankey Canal or to Ditton Brook shall be impeded or obstructed or rendered less deep than before the passing of this Act the Company unless they can prove to the satisfaction of an arbitrator to be appointed as hereinafter mentioned that such impediment obstruction or damage is not to be assigned to the said works shall forthwith from time to time at the request of the Local Board for the District of Widnes or of any Corporation Company or person aggrieved thereby remove or remedy such obstruction impediment or damage by dredging or otherwise And such Local Board or aggrieved Company Corporation or person may recover from the Company compensation for damages sustained by them or him by reason of any default of the Company in so doing ;

For the protection of the entrances to Docks &c. at Widnes.

See  
(18) Act 1890 s. 18  
Act 1896 ss 22-28  
- 1904 s. 35

2. If at any time during or after the construction of the works by this Act authorized the outfall of any watercourse or sewer within the district under the jurisdiction of the Local Board for the District of Widnes become prejudicially affected the Company unless they can prove to the satisfaction of an arbitrator to be appointed as hereinafter mentioned that such damage is not to be assigned to the said works shall forthwith from time to time at the request of the said Local Board or of the owner or owners for the time being of any such watercourse or sewer restore and make good such outfall to the reasonable satisfaction of the said Local Board or of any such owners or owner as aforesaid and such Local Board owners or owner or any aggrieved person or persons may recover from the Company compensation for damages sustained by them or him by reason of any default on the part of the Company in so doing ;

3. If at any time during or after the construction of the works authorized by this Act the River Mersey from the most

easterly boundary of Widnes downwards shall become so changed as to hinder or prevent such vessels as are now able to enter and leave the Widnes Dock the West Bank Dock at Widnes the Sankey Canal and Ditton Brook and to navigate between Widnes and any place or places lower down the Mersey from continuing so to do in as free and ample a manner as they heretofore have done the Company unless they can prove to the satisfaction of an arbitrator to be appointed as hereinafter mentioned that such change is not to be assigned to the said works shall at the request of the Local Board of Widnes or of any aggrieved Corporation Company or person from time to time during the continuance of such change keep open by dredging or otherwise convenient communications between the said Docks Sankey Canal and Ditton Brook and the wharves adjoining the entrances to the Sankey Canal belonging or reputed to belong to William Gossage and Sons J. Hutchinson and Company William Cooper and Company and William Wright respectively and the locks and entrances of the Company or one of them so as to enable such vessels to enter or leave the Canal at the times they have heretofore been able to navigate the said River Mersey and shall permit such vessels as aforesaid to enter and leave the Canal by means of such locks and entrances of the Company or one of them and to pass up or down the Canal between such locks and entrances of the Company or one of them and the outlets at Eastham and to use such outlets free of toll and the Company shall when and to such extent as any Arbitrator to be appointed as hereinafter mentioned may direct and determine also provide and work the necessary motive power for towing such vessels to and fro between such locks and entrances of the Company and the outlets at Eastham free of all rates and charges in respect of such towing and shall tow such vessels accordingly without any unnecessary delay and such Local Board and any Corporation Company or person aggrieved thereby may recover from the Company compensation for damages sustained by them or him by reason of any default on the part of the Company in so doing :

4. The Company shall to the reasonable satisfaction of the Local Board for the district of Widnes construct provide and forever maintain a communication across the Canal above

5 Runcorn Bridge by means of a ferry or otherwise suitable for the conveyance of passengers animals carriages and goods in connection with the ferry across the River Mersey known as "Widnes Ferry" and as convenient as the communication at present existing across the said river by means of the said ferry together with proper and convenient approaches thereto on both sides of the Canal ;

- 10 5. Any dispute respecting any of the matters aforesaid shall be referred to the arbitrament of an engineer to be appointed on the application of either party in difference by the Board of Trade and the costs of and incidental to any such arbitration shall be in the discretion of the arbitrator And it shall be lawful for the Company to require any Com-  
15 pany or person other than the said Local Board to give such security for the payment of all such costs as aforesaid as may be agreed upon or in default of agreement as may be determined by the arbitrator previous to his proceeding upon the arbitration.

20 83.—Notwithstanding anything shown on the deposited plans and sections to the contrary the following provisions for the protection of the Highway Board for the Daresbury Division of the Hundred of Bucklow in the county of Chester (in this section called "the Highway Board") shall apply (unless otherwise agreed in writing between the Highway Board and the Company) and have effect (that  
25 is to say):—

For the protection of  
the Highway Board  
for the Daresbury  
Division of the Hun-  
dred of Bucklow.

- 30 1. For the purpose of carrying the road numbered on the deposited plans 126 in the township of Moore across the Canal the Company shall provide in the position of the present road and in accordance with plans previously submitted to and subject to the reasonable approval of the Highway Board and for ever maintain in good order and condition a ferry across the Canal suitable for the conveyance of vehicles horses and cattle and shall at all times hereafter provide the necessary  
35 labour to work and shall work free of all charge the said ferry by night and by day whenever requisite for the use of the public with or without vehicles horses and cattle but the user of such ferry shall be subject to any bye-laws made

under the provisions of this Act with respect to the regulation of public ferries across the Canal and the Company shall make and maintain proper and convenient approaches to the said ferry on both sides of the Canal in connection with the adjoining roads with gradients not steeper than one in thirty; 5

2. If the Company acquire the Runcorn and Latchford Canal they shall also at all times undertake all the obligations of the Bridgewater Company with respect to the maintenance of the bridge known as "Bob's Turn Bridge" carrying the before-mentioned road across the Runcorn and Latchford 10 Canal but in the event of their stopping up that Canal the Company may in lieu of maintaining the said turn bridge construct and for ever thereafter maintain to the reasonable satisfaction of the Highway Board a good and sufficient causeway and road not less than twenty feet in width across 15 the site of the said Canal in the position and on the same level as the present turn bridge;
3. The road numbered on the deposited plans 165 in the said township of Moore shall be carried across the Canal by means of an opening or swing bridge to be constructed by the 20 Company and if the Company acquire the Runcorn and Latchford Canal they shall undertake the obligations of the Bridgewater Company with respect to the maintenance of the present bridge called "Moore Turn Bridge" carrying the said road over the Runcorn and Latchford Canal or substitute 25 a new causeway and road in lieu thereof in the same manner and subject to the same conditions as are hereinbefore provided in reference to Bob's Turn Bridge;
4. The Company shall construct so much of the intended New Road Work Number 23. as lies to the south of the River 30 Mersey in or near the position shown on the deposited plans (the exact position to be such as shall be reasonably selected by the Highway Board) and shall carry the same over the Canal by means of an opening or swing bridge and shall construct the intended New Road Work Number 24 in 35 or near the position shown on the deposited plans (the exact position to be such as shall be reasonably selected by the Highway Board) such road to be con-

See Act of 1960  
S. 7

5      structured with gradients not steeper than 1 in 95 and there-  
upon the Company may stop up so much of the roads  
numbered on the deposited plans 255 and 276 in the  
township of Walton Inferior as will be intersected by the  
Canal and works ;

- 10      5. The road numbered 59 in the township of Appleton shall be  
carried across the Canal and the Runcorn and Latchford  
Canal at Twenty Step Bridge by means of an opening or  
swing bridge and the Company shall construct to the  
reasonable satisfaction of the Highway Board the New Road  
Work Number 25 for the use of the public and the  
Company shall establish and at all times maintain and  
work upon the south bank of the Canal midway between the  
15      two last-mentioned roads and capable of being seen from  
either of such roads a signal to indicate when the swing or open-  
ing bridges carrying such roads across the Canal are open for  
the passage of vessels along the Canal ;

*Repealed  
(17) Act 1890.  
s. 21*

- 20      6. The Company shall before stopping up the road numbered on  
the deposited plans 21 in the township of Latchford construct  
the intended New Road Work Number 26 and the Com-  
pany shall carry the road numbered 14 on the deposited  
plans in the said township across the Canal by means of an  
opening or swing bridge ;

- 25      7. Before stopping up the road numbered on the deposited plans  
80 in the township of Grappenhall the Company shall  
construct the intended New Road Work Number 27 and the  
Company shall carry the Knutsford and Warrington Road  
numbered on the deposited plans 51 in the said township of  
Latchford and also Hunt's Lane numbered on the said plans  
30      34 in the said township across the Canal by means of opening  
or swing bridges and the Company may stop up so much of  
Cross Lane numbered 59 on the said plans in the said town-  
ship as is intersected by the Canal and works ;

*Repealed  
see above*

- 35      8. The Company shall also provide and for ever maintain a foot-  
way protected by suitable and sufficient handrails for the use  
of the public free of charge across the Canal at or near the  
Latchford Locks from the road numbered on the deposited

plans 105 in the township of Grappenhall to the road on the north side of the Canal numbered 106 in the same township;

9. All the above-mentioned new roads shall be constructed by the Company of a width (unless otherwise provided by this section) of thirty feet at the least and shall be made metalled 5 and channelled to the reasonable satisfaction of the Highway Board and all swing or opening bridges provided for in this section shall be constructed to the like satisfaction and of a width of twenty-five feet and at a level as nearly corresponding with the adjoining roads on each side of the Canal as is 10 compatible with the passage of barges with moveable masts or funnels beneath the same when closed and such opening or swing bridges shall be worked by hydraulic power so as to be capable of being opened or closed in three minutes and the Company shall at all times keep 15 a proper and sufficient staff to work and shall work the said bridges without unnecessary delay to the traffic of the roads and all such new roads and bridges shall be available for the use of the public free of charge;
10. The Company during the night time shall sufficiently light 20 the said bridges and shall when the same are opened for the passage of vessels or barges along the Canal show to the public on each side of the said bridge danger lights for the protection of the public. Should the Company neglect to light any bridge as in this section provided or should they 25 keep any bridge open for an unreasonable time for the purpose of the passage along the Canal of any vessel or barge the Company shall be liable to a penalty for each and every offence not exceeding ten pounds together with such costs as shall be allowed in recovering the same such penalty and 30 costs to be recoverable by the Highway Board in the manner provided by "The Summary Jurisdiction Act 1879" for the recovery of penalties and costs. The question of fact as to whether the Company shall have sufficiently lighted any bridge as provided by this section or as to whether the 35 Company shall have kept open any bridge for an unreasonable time shall be determined by the Justices of the Peace for the county of Chester sitting in Petty Sessions for the district in which the alleged offence shall have been com-

mitted or by any other judicial authority exercising a like jurisdiction with such Justices in such Petty Sessions Division;

- 5 11. If in constructing Deviation Railway Number 1 the Company shall alter or interfere with the present bridge carrying the Road numbered on sheet number 13 of the deposited plans 9 in the said township of Moore across the London and North Western Railway they shall if and so far as they lawfully can widen the said bridge so as to make the same of the width of 10 twenty-five feet at the least between the parapets with gradients on each side thereof not steeper than one foot in thirty feet and in carrying the road numbered 86 in the said township across the Deviation Railways Number 1 and Number 2 15 respectively they shall carry the same across the said Railways by means of bridges twenty-five feet in width between the parapets with gradients on the north side of the bridge over Railway Number 1 and on the south side of the bridge over 20 Railway Number 2 of not steeper than one foot in twenty-five feet respectively and shall make the roadway between the two bridges of a like width of twenty-five feet and raise the level thereof throughout to a level corresponding with the roadway over the said bridges;
- 25 12. The Company shall construct the Deviation Railways Numbers 1 2 and 3 respectively so as to be carried over the roads under the management of the Highway Board in the townships of Acton Grange Walton Inferior Latchford and Grappenhall 30 respectively by means of bridges over such roads and shall make such bridges respectively of dimensions not less than twenty-five feet in width and sixteen feet in height above the said roads respectively and shall not alter the level of any such roads further than is necessary to provide the said height of sixteen feet except in the case of the road numbered 186 in the township of Grappenhall;
- 35 13. When and so soon as the new roads to be constructed by the Company within the district of the Highway Board shall be completed by the Company and certified as satisfactory by the surveyor of the Highway Board the Company shall pay

to the Highway Board such a capital sum of money as may be agreed upon or be settled by the Chairman of Quarter Sessions for the county of Chester on the application of either the Company or the Highway Board as sufficient to produce when invested in Government or other securities 5 upon which Highway Boards are entitled to invest money received by them in respect of the maintenance of roads taken over by them under the Highway Acts an income sufficient to provide for the increased expenses which will be incurred by the Highway Board in maintaining such roads 10 as compared with the expense of maintaining the present roads and in ascertaining the sum to be paid by the Company as aforesaid account shall be taken for maintaining the roadways and approaches thereto through any under-bridges beneath the said Deviation Railways and the Company shall 15 also pay the reasonable costs and expenses of the Highway Board and their surveyor in connection with the superintendence and approval of the works of the Company under this Act and the reasonable costs of the Highway Board consequent upon the application to the Chairman of Quarter 20 Sessions for the county of Chester under this section shall be paid by the Company if so directed by the Chairman of Quarter Sessions;

14. The provisions of this section shall (except where inconsistent) be in addition to any other provisions of this Act for the 25 protection of highways and the construction, maintenance and working of opening or swing bridges or any other matters provided for by this section.

84.—The following provisions shall (unless otherwise agreed between the Company and the respective Trustees and other persons 30 hereinafter mentioned) have effect for the benefit and protection of the Trustees for the time being under the will of the Most Noble Francis late Duke of Bridgewater or other the owners or owner for the time being of the estates in the counties of Lancaster and Chester subject to the trusts of the said will or any part thereof in this Act respectively 35 referred to as and included in the expression "the Bridgewater Trustees" and also for the benefit and protection of the Trustees for the time being under the will of the Right Honorable George Granville

For the  
of the  
the  
and  
trustees.



Francis Egerton second Earl of Ellesmere deceased or other the owner or owners for the time being including therein the person for the time being entitled to the honors of the Earldom of Ellesmere of the estates in the counties of Lancaster and Chester subject to the trusts of the said will or any part thereof in this Act respectively referred to as and included in the expression "the Ellesmere Trustees" (that is to say):—

1. The copy of the deposited plans signed in duplicate by Mr. Edward Leader Williams on behalf of the Company and by Mr. Thomas Berry on behalf of the Bridgewater Trustees and the Ellesmere Trustees respectively is in this section referred to as "the Standard Plans;"
2. Before commencing the Work Number 2 in the township of Runcorn or otherwise prejudicially interfering with the navigation of the Runcorn and Latchford Canal the Company shall if required by the Bridgewater Trustees and (if not so required by the Bridgewater Trustees) may if they think fit purchase the whole of the undermentioned lands in the township of Runcorn belonging or reputed to belong to the Bridgewater Trustees videlicet:—
  - (a.) So much of the land coloured light red on the Standard Plans Sheet Number 3 and marked in red with the letter "E" as lies between the Runcorn and Latchford Canal and the dotted line drawn between the points marked respectively "X" and "Y" on the said sheet Such land shall be treated as building land suitable for the erection thereon of manufacturing works and having the right to draw water for manufacturing purposes from the Runcorn and Latchford Canal;
  - (b.) So much of the said piece of land coloured light red and marked with the letter "E" as lies on the northerly side of the said dotted line and between that line and the River Mersey

at such price as shall be agreed upon or as failing agreement shall be settled by arbitration;
3. Before commencing any portion of the Canal in the township of Runcorn between the existing Old Quay Docks and Runcorn Bridge the Company shall if required by the

Bridgewater Trustees and the Ellesmere Trustees purchase the undermentioned lands in the township of Runcorn belonging or reputed to belong to the Bridgewater Trustees or the Ellesmere Trustees respectively *videlicet* :—

- (a.) The land (including foreshore) coloured light red on the Standard Plans Sheets Numbers 3 and 4 and marked in red with the letter " F " ; 5
- (b.) The land coloured green on the same sheets and marked in red with the letter " G " ;
- (c.) The land (including foreshore) coloured green on the 10 same sheets and marked in red with the letter " H " ;
- (d.) The land (including foreshore) coloured light red on the same sheets and marked in red with the letter " I " ;
- (e.) The land (including foreshore) coloured green on the same sheets and marked in red with the letter " J " ; 15
- (f.) The lands coloured light red on the same sheets and respectively marked in red with the letter " K "

at such prices as shall be agreed upon or as failing agreement shall be settled by arbitration ;

- 4. The Company shall keep and for ever hereafter maintain at not 20 less than its present width and depth so much of the Runcorn and Latchford Canal as lies between the northern side of Work Number 2 at the point marked "Intended cut with "lock Work Number 10 " on the Standard Plans Sheet Number 6 and the River Mersey at Latchford Lock and the Company shall keep such portion of the Runcorn and Latchford Canal full to its present ordinary level ;
- 5. The Company shall also for ever hereafter maintain at Latchford a lock and flood gates of dimensions so far as regards depth length and width not less than those of the existing 30 Latchford lock and flood gates respectively ;
- 6. The Company shall if requested so to do by the Bridgewater Trustees or Ellesmere Trustees as owners for the time being of the estates coloured light-red and green and respectively marked with the letter " H " on the Standard Plans Sheet 35

Closed under  
MSC (Alaia River  
Canal / Local  
Enactments) Note  
1976  
SI 1976 / 1084

- 5      Number 6 or any part or parts thereof maintain the principal work described as Number 10 in this Act or provide another means of communication between that portion of the Runcorn and Latchford Canal to be maintained as aforesaid and Runcorn equally good and convenient to that at present existing by means of the Runcorn and Latchford Canal ;
- 10      7. If the Company construct a lock at the said point marked on the Standard Plans "Intended out with lock Work Number 10" the dimensions thereof as to depth length and width shall not be less than those of the existing Latchford Lock ;
- 15      8. Provided that for the purposes of the tolls mentioned in the sections of this Act the marginal notes whereof are respectively "Tolls for local traffic" and "Tolls on Coals &c. in certain vessels not leaving the Mersey" such portion of the Runcorn and Latchford Canal shall be taken and considered as part and parcel of the Canal and the Company may take and demand tolls accordingly and for the purposes of all other tolls such portion of the Runcorn and Latchford Canal shall be considered as situated in section B of the Canal Provided that the Company shall be entitled to charge an additional toll for the use of the said portion of the Runcorn and Latchford Canal not exceeding one-sixth of the tolls they are authorized to charge by the Fourth Schedule Section B of this Act ,
- 20      9. Provided also that the Bridgewater Trustees and the Ellesmere Trustees and their respective lessees and tenants shall have in perpetuity all such rights powers and privileges (other than privileges in respect of tolls) with respect to the portion of the Runcorn and Latchford Canal so to be maintained as aforesaid as they are now entitled to ;
- 25      10. If the Company acquire the property at Howley Quay forming part of the Mersey and Irwell Navigation shown on the Standard Plans Sheet Number 6 and coloured blue and marked in red with the letter "A" they shall take upon themselves all liability of the Navigation Companies in relation to the lines of pipe running out of the River Mersey to the works standing on land demised by the Bridgewater
- 30      3
- 35      2 L

Trustees in Egerton Street Howley Quay shown on the Standard Plans Sheet Number 6 (on the enlarged plan) and in relation to the water supply to such works;

11. If at any time the owners for the time being of Astmoor Meadow hereinafter mentioned belonging or reputed to belong to the Bridgewater Trustees shall desire to make any private junction canal road or railway or to construct a lay bye out of the Canal for connecting their property at Astmoor Meadow partly shown on the Standard Plans Sheet Number 5 and thereon coloured light red and marked with the letter "K" with the Canal for the accommodation of themselves their tenants servants and workmen the Company shall not oppose the construction of such junction canal road or railway and lay bye except so far as may be necessary for the protection of the properties and works of the Company or the Navigation of the Canal but shall permit the same to be made and give reasonable facilities for the execution of all works necessary for making completing and maintaining the same and the Bridgewater Trustees or such Owners as aforesaid shall also from time to time and at all times thereafter be entitled to all reasonable facilities for the passage of vessels in and out of such junction canal and lay-bye free of all charge in respect of such passage and upon payment of the tolls and charges which the Company under the provisions of this Act (as modified by this section) are entitled to make or levy for the use of their Canal Provided always that any land belonging to the Company required by the Bridgewater Trustees or such owners as aforesaid for the purposes of this sub-section shall be purchased at such price as failing agreement shall be settled by arbitration and that the point of junction between any new canal made under the provisions of this section with the Canal and the lay bye and the junction therewith respectively of any such road or railway as aforesaid shall not interfere with the working of the Canal and shall be executed under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Company and in accordance with such plans and sections as shall be previously submitted to and approved of by him or failing his approval as shall be settled and

determined by an engineer to be appointed on the application of either party by the Board of Trade ;

- 5 12. Subject to any reasonable bye-laws from time to time made by the Company the Bridgewater Trustees and Ellesmere Trustees and their respective lessees and tenants shall for the purposes of any portions of their estates for which they are at present entitled to take water from the River Mersey or the Runcorn and Latchford Canal be entitled for ever hereafter free of all dues and charges to abstract and use for manufacturing or agricultural purposes the water in the Canal and to empty waste water therein Provided that nothing shall be done under this sub-section which shall in any way prejudicially affect the Canal or interfere with the working thereof ;
- 10
- 15 13. The Company shall fully compensate the Bridgewater Trustees and Ellesmere Trustees respectively (and their respective lessees and tenants if such lessees or tenants claim and are entitled to compensation) for any damage delay or interference which may be caused directly or indirectly under or by virtue of any of the powers granted by this Act or by any Act incorporated wholly or partially herewith in the present or future exercise of any of their existing rights and privileges (other than privileges in respect of tolls) with respect to the Runcorn and Latchford Canal and in taking an account of any such damage any inferiority in quality or purity of the water which the Bridgewater Trustees or Ellesmere Trustees respectively and their respective lessees and tenants shall be entitled to take and use under this section as compared with the quality and purity of the water at present supplied to the said Runcorn and Latchford Canal shall be considered and allowed for Provided that in estimating such compensation any facilities afforded to the said trustees by reason of the Canal works or any of the provisions of this section shall be considered and taken into account ;
- 20
- 25
- 30
- 35
14. In constructing the diversion of the Bridgewater Canal (Work Number 8) as authorized by this Act at or near Barton-upon-Irwell the Company shall if the present owners of the

Bridgewater Canal do not object widen the Canal or so construct the diverted Canal between the points marked in red with the letters "L" and "M" on the Standard Plans Sheet Number 10 to a sufficient width for two boats each sixteen feet wide to lie alongside for a length of at least one hundred yards and the portion of Canal so widened or constructed shall if the Company purchase the same form part of the Bridgewater Canal and shall be kept in repair and in all respects treated as if it were part of the Bridgewater Canal as far as maintenance and user are concerned; 10

15. Notwithstanding anything in this Act contained the Company shall not divert any water from the Glazebrook or the Salt Eye Brook except at some point lower down each of the said streams respectively than that at which the Bridgewater Trustees or Ellesmere Trustees respectively are riparian proprietors of the said streams and they shall not under the powers of this Act back up the water of the said brooks or either of them so as to prejudice any lands belonging to the Bridgewater Trustees or to the Ellesmere Trustees; 15
16. In the event of any works or operations of the Company or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present drainage of any of the properties belonging to the Bridgewater Trustees or the Ellesmere Trustees respectively or the outfalls thereof or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make good such drainage or outfalls and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of the Bridgewater Trustees and the Ellesmere Trustees respectively and if by reason of the execution of any works by the Company any drainage arrangements shall be rendered more difficult expensive or inconvenient to the Bridgewater Trustees or the Ellesmere Trustees respectively or to any of their respective lessees or tenants full compensation shall be made to the Bridgewater Trustees and the Ellesmere Trustees respectively and to their respective lessees and tenants by the Company; 20 25 30 35

- 5 17. Before interfering with the Stockton Heath Road the Com-  
pany shall purchase from the Bridgewater Trustees at such  
price as shall be agreed upon or as failing agreement shall be  
settled by arbitration so much of the land in the township  
of Appleton coloured light red shown on the Standard Plans  
Sheet Number 6 and marked in red with the letter "R" lying  
to the south and east of the Runcorn and Latchford Canal  
as will be severed by the Canal and the present access to  
10 which land from the Stockton Heath Road will be cut off by  
the proposed works authorized by this Act;
- 15 18. In any case where a chief or ground rent reserved on a long  
term of years shall be payable to the Bridgewater Trustees or  
the Ellesmere Trustees out of any property acquired by the  
Company for the purposes of the Canal or its incidental  
works and such chief or ground rent shall not be charged  
upon any property other than that acquired by the Company  
such chief or ground rent shall not be purchased by the  
Company without the consent in writing of the Bridgewater  
20 Trustees or the Ellesmere Trustees respectively but shall be  
secured upon the land out of which the same was payable  
and shall also be charged upon the Company's tolls and  
rates in the manner provided by section 11 of "The  
Lands Clauses Consolidation Act 1845";
- 25 19. If the Company acquire the Runcorn and Latchford Canal  
they shall be bound by and perform all covenants conditions  
obligations and stipulations with respect to the occupation  
road and bridge coloured brown on the Standard Plans Sheet  
Number 6 and Numbered 121<sup>b</sup> on the enlarged plan on  
30 that sheet which but for such transfer would have been  
binding on or performable by or would have attached to the  
Bridgewater Company;
- 35 20. If the Deviation Railway Number 4 is constructed under the  
powers of this Act the Company shall purchase from the  
Bridgewater Trustees so much of the pieces of land coloured  
light red and numbered 58 on the Standard Plans Sheet  
Numbered 15 as belongs to them and in the construction of  
3 2 M

the New Road Work Number 28 they shall make the same of a width of not less than ten yards throughout ;

21. The road shown on the said Sheet Number 15 between the fields thereon Numbered 71 and 73 shall be continued by the Company across the Deviation Railway Number 4 by a bridge of not less width than five feet and a bridge of not less width than five feet for carrying the same road across the existing Railway shall be maintained by the Company at or near the point marked in red with the letter and figure " C " on the same sheet ;

5  
10

22. In case the operations of the Company deprive the coal-yard and cottages of the Bridgewater Trustees numbered 186 and 187 on the Standard Plans Sheet Number 10 and thereon coloured light red of the frontage to the Bridgewater Canal at present enjoyed therewith the Company shall compensate the Trustees for any trade loss and other damage sustained thereby ;

15

23. Nothing in this Act contained shall empower the Company to enter upon or take the piece of land in the township of Stretford shewn on the Standard Plans Sheet Number 12 and thereon coloured light red and marked with the letter " S " And the Company shall not stop up divert or otherwise prejudicially interfere with the road shown on the said plans as forming the access to the said land without first providing another road as good and convenient as that at present existing and in accordance with plans and sections to be submitted to and to be subject to the reasonable approval of the Bridgewater Trustees or their principal agent and such road shall for ever afterwards be maintained by the Company at the expense of the several owners of property entitled to use the same and in proportion to their user thereof And the Bridgewater Trustees or other the owners or owner for the time being of the said land and all others by their permission going to or from the said land shall be entitled to a perpetual right of user of the said road in common with the Company and with all others who are now or may hereafter become entitled to or have conferred upon them the right to

20  
25  
30  
35



5 the Bridgewater Trustees or the Ellesmere Trustees or  
their or any of their tenants or lessees or any of them  
respectively any greater or higher tolls for or in respect  
of the conveyance upon the Canal and the Irwell Upper  
10 Reach or either of them of the several articles named  
in the Sixth Schedule to this Act when carried in any  
boat or vessel the place of shipment or the place of  
unloading whereof shall be on that portion of the  
Bridgewater Canal which is situate in the township of  
Worsley than the respective maximum tolls mentioned  
15 in the said Sixth Schedule to this Act anything in this  
Act to the contrary notwithstanding Provided neverthe-  
less that a power enabling the Company to ascertain for  
the purposes of this sub-section whether the articles of the  
several descriptions specified in the said Sixth Schedule  
20 contained in any boat or vessel or any of them and in  
respect whereof the benefit of this sub-section shall be  
claimed are or are not the property of or are or are  
not being conveyed for the use or on account of the  
Bridgewater Trustees or the Ellesmere Trustees or any  
of them or their or any of their lessees or tenants the  
Company may from time to time when they have  
reasonable ground for believing that the articles con-  
25 tained in any boat or vessel in respect of which the  
benefit of this sub-section shall be claimed or any of  
such articles are not the property of or being conveyed  
for the use or on account of the Bridgewater Trustees  
or the Ellesmere Trustees or the lessees or tenants of  
30 them or some or one of them respectively require in writing  
and the person or persons on whose behalf the benefit  
of this sub-section shall be claimed shall be bound  
to furnish in writing to the Company or their agent  
requiring the same a certificate stating whether the  
35 articles contained in such boat or vessel or any and  
which of such articles are or are not the property of or  
are or are not being conveyed for the use or on account  
of some person or persons and whom entitled to claim  
the benefit of this sub-section in respect of the articles  
40 contained in such boat or vessel and specifying the name  
or names of such person or persons and such certificate

*The Manchester Ship Canal Act 1885.*

shall be signed by the respective manager or by some other person or persons on whose behalf the benefit of this sub-section shall be so claimed or his or their recognized agent duly authorized by him or them respectively and that subject to the production of such certificate the 5 Bridgewater Trustees and the Ellesmere Trustees or their or any of their lessees or tenants are respectively not to be bound or called upon to show that any articles for or in respect whereof no greater or higher tolls than the respective maximum tolls mentioned in the said 10 Sixth Schedule are to be charged as aforesaid are or are not the property of or are or are not being conveyed for the use or on account of them him or any of them respectively. Provided that subject to the foregoing provisions of this section nothing in this 15 Act contained shall prejudice or affect any covenants conditions obligations and stipulations relating to the Bridgewater Undertaking and the Bridgewater Trustees the Ellesmere Trustees and the Earl of Ellesmere for the time being shall have the like remedies for enforcing 20 observance and performance of the same as they would or might have had if this Act had not been passed;

28. No tolls shall be demanded or taken for the carriage or conveyance of any farmyard or stable dung or of any marl night soil ashpit refuse cinders or street sweepings upon the Canal 25 and the Irwell Upper Reach or either of them in any boat or vessel belonging to or hired by any owner or occupier of any lands situate in the townships of Runcorn Halton Appleton Latchford Thelwall Barton-upon-Irwell Worsley Little Hulton Tyldesley Astley and Warrington now 30 belonging to the Bridgewater Trustees or the Ellesmere Trustees respectively and to be used for the cultivation of such lands and not otherwise;
29. If any dispute shall arise respecting the amount of compensation to be paid in any case by the Company under this section 35 or as to the rights duties or liabilities of the Company under this section then and in every or any such case the dispute shall be referred to arbitration in manner provided by this Act.

85.—For the protection of Arthur Hugh Smith Barry of Marbury Hall in the County of Chester his heirs and assigns or other the owner or owners for the time being of the estates in the townships of Latchford and Grappenhall (and in this section referred to as "the said estates") now belonging to him all of whom are included under the expression "the Owner" when used in this section;

*For the protection of  
Arthur Hugh Smith  
Barry.*

- 10 1. The plan signed in duplicate by Edward Leader Williams on behalf of the Company and by Walter Coleridge Richmond on behalf of the Owner is in this section referred to as "the said plan";
2. The Company shall if required by the owner and may if they think fit raise the level of the fields numbered in black ink on the said plan 16, 35 and 36 respectively not less than six feet in height;
- 15 3. If the Company by the construction of Deviation Railway Number 3 or otherwise interfere with the farmhouse and buildings or take any portion of the fields numbered in black ink 69 or 70 on the said plan the property of the owner and occupied by Elizabeth Hall they shall either build another  
20 farmhouse and buildings in lieu thereof upon some other part of the farm or pay to the owner a sufficient sum to enable him to do so such sum in case of difference to be settled by arbitration in manner in this Act provided or the Company shall if required by the owner and may if they think fit purchase  
25 the whole of the land coloured pink on the said plan lying to the north of the existing Warrington and Stockport Railway of the London and North Western Railway Company and to the west of Ackers Lane with the exception of the fields numbered in black ink on the said plan 16 18a and 19  
30 at such price as shall be agreed upon or as failing agreement shall be settled by arbitration in manner by this Act provided;
- 35 4. The Company shall if required by the owner and may if they think fit purchase all such portions of the fields numbered 54, 56, 60, 65, 69, 70 and 286 on the said plan as shall respectively be left between the Canal and the Deviation Railway

Number 3 whether required for works or not and also such portion of field numbered 181 as shall be left between the Canal and the said Railway;

5. The Company shall provide a wharf or landing-place at some convenient point on the bank of the Runcorn and Latchford Canal in the township of Latchford or at some convenient point on the north bank of the Canal in the township of Grappenhall at which the owner and his tenants and workmen shall be at liberty to embark and land free from wharfage rate any farmyard or stable dung marl nightsoil ashpit refuse cinders or street sweepings to be used for the cultivation of the said estates but the user of such wharf or landing place shall be subject to the reasonable bye-laws from time to time made by the Company and approved by the Board of Trade for the regulation of wharves or landing-places The Company shall also construct and maintain within the limits of deviation shown on the deposited plans suitable and sufficient road approaches for carts and horses to such wharf or landing-place Provided that the owner shall not make any claim for compensation for the loss of any existing wharfage rights by the execution of any works by this Act authorized but nothing in this Act shall prejudice the right of the owner and his tenants to any existing rights of wharfage on the River Mersey where the same shall remain open for navigation ;
6. The Company shall construct contemporaneously with the Canal and for ever afterwards maintain on the north side of the Canal a good and sufficient cart road to connect the road numbered on the said plan 78 and on the deposited plans 106 in the township of Grappenhall in a westerly direction with the Latchford and Thelwall Road numbered on the deposited plans 80 in the same township such road to be constructed within the limits of deviation shown on the deposited plans or upon land sold by the owner to the Company for the purposes of such road and the owner and his tenants and all others on his or their behalf with his or

their permission shall be entitled to the free user thereof in connection with the said estates for all purposes ;

- 5           7. Subject to any reasonable bye-laws from time to time made by the Company the owner and his tenants agents and workmen and all other persons authorized by him or them on his or their behalf shall for ever for the purposes of the said estates or any part thereof be entitled free from all dues and charges to abstract and use for manufacturing or agricultural purposes the water in the Canal and to empty surface drains and waste water therein Provided that nothing shall be done under this sub-section which shall in any way prejudicially affect the Canal or interfere with the working thereof;
- 10
- 15           8. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present drainage of the said estates or the outfalls thereof or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make good such drainage or outfalls and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of the owner And if the Company shall make default in so doing they shall pay the owner full compensation for any damage or injury sustained by him or them by or in consequence of such default the amount of such compensation if not agreed to be settled by arbitration in manner by this Act provided ;
- 20
- 25
- 30           9. The Company shall make and at all times maintain a sufficient post and rail or other fence between the Canal and the land of the owner to his reasonable satisfaction of not less than four feet six inches high ;
10. The owner shall have a right of pre-emption over all lands taken or purchased from him by the Company (except those
- 3

---

Please Choose:

[Company Details](#)

[Filing History/Document Ordering £Var](#)

[Document Packages £Var](#)

[Company Report £1](#)

[Mortgage Index](#)

[Mortgage Details £1](#)

[Appointments £1](#)

[Insolvency History](#)

[View Documents £4](#)

[Certified Document Ordering £Var](#)

[Microfiche](#)

[Monitor This Company £0.50](#)

[Branch Details](#)

[Oversea Companies Details](#)

---

taken or purchased under sub-sections 3 and 4 of this section) which are not required by the Company for the purpose of the Canal and its incidental works or for the purposes of the Deviation Railways or other works of the Company or to enable the Company to comply with the provisions 5 of this Act at a price to be agreed or failing agreement to be settled by arbitration in manner in this Act provided;

11. Nothing in this section contained shall prejudice abridge or defeat the right of the owner or his tenants to compensation 10 for land acquired from or injury occasioned to him or them for or in consequence of the works of the Company. Provided that in estimating any compensation payable for injury occasioned to him or them by or in consequence of the works of the Company the use and convenience of any accommoda- 15 tion and other works constructed or provided by the Company for his or their protection shall be taken into account.

protection of  
Greenall  
and the  
Hall Estate.

86.—The following provisions for the protection of Sir Gilbert Greenall Baronet or other the owner or owners for the time being of 20 the Walton Hall estates all of whom are included under the name of Sir Gilbert Greenall when used in this section shall apply unless otherwise agreed on in writing between Sir Gilbert Greenall and the Company (that is to say):—

1. The existing public road or highway from Lower Walton to 25 Warrington shall not be closed until the intended new road or highway from Lower Walton across the present bed of the River Mersey through Arpley Meadows (Work Number 23) to the Town of Warrington is available for traffic; 30
2. The Company shall before stopping up any portion of the roads numbered respectively 255 and 276 on the deposited plans in the township of Walton Inferior construct and provide at their own cost for public use the intended new

road Work Number 24 and shall before stopping up any portion of the Warrington and Chester Road in the same township construct for public use the intended new road Work Number 25 and also a signal box or station near the Stag Inn in Lower Walton for the purpose of showing the public whether the intended swing bridge on the intended new road Work Number 28 is open or shut so that passengers coming along the public road from the direction of Higher Walton may be able to take the alternative route when the swing bridge behind the said Stag Inn is not available;

3. The Company shall when required construct or provide in such a position near Morley Common in Lower Walton as Sir Gilbert Greenall shall reasonably select and in accordance with plans previously submitted to and subject to his or their reasonable approval and for ever maintain a ferry across the Canal suitable for all descriptions of vehicular traffic and for conveying fifteen ton loads and shall at all times thereafter provide the necessary labour to work and shall work the said ferry whenever required by night and by day for the use in common with any others entitled to use the road and free of all toll and charge for the user thereof by Sir Gilbert Greenall and his tenants agents and workmen and all other persons on his behalf authorized by him The Company shall also make and maintain proper and convenient approaches to the said ferry on both sides of the Canal with easy gradients thereto and if any land belonging to Sir Gilbert Greenall shall be required for the construction of such approaches such land shall be granted free of cost by Sir Gilbert Greenall to the Company;

4. The Company shall construct and for ever maintain to the reasonable satisfaction of Sir Gilbert Greenall a wharf or landing place on each side of the Canal with suitable and convenient approaches at a point upon his estate in Lower Walton to be hereafter fixed by Sir Gilbert Greenall for the use free of wharfage dues or charges of Sir Gilbert



Greenall and his tenants servants, and workmen in the carriage of any farm-yard or stable dung or any marl night-soil ash-pit refuse cinders or street sweepings to and from the said Walton Hall estates or any part or parts thereof and to be used for the cultivation thereof but the use of such 5 wharves or landing places shall be subject to any reasonable bye-laws from time to time made by the Company for the regulation of wharves or landing places on the Canal Provided that in estimating for the purpose of compensation the value of any land belonging to Sir Gilbert 10 Greenall taken by the Company the value of the land forming the site of the said wharves or landing places and approaches at the actual cost thereof to the Company shall be deducted ;

5. If any part or parts of the Runcorn and Latchford Canal which 15 is bounded on both sides by land of Sir Gilbert Greenall shall be acquired by the Company and shall become dis used for the purposes of navigation and shall not be required by the Company for the purpose of the Canal or its incidental works or other works of the Company or to enable the Company 20 to comply with the provisions of this Act the Company shall if required by Sir Gilbert Greenall sell and convey the same to Sir Gilbert Greenall at a price to be settled in case of dispute by arbitration in the manner provided by the Lands Clauses Acts Provided however that the Company before so 25 selling the same or any part thereof shall if required by Sir Gilbert Greenall and may if they so desire fill up the bed of the same or any part thereof and make the same and the adjoining towpath level with the adjoining lands and fit for agriculture Where the site of the Runcorn and Latchford 30 Canal is bounded by land of Sir Gilbert Greenall and is acquired by the Company but not conveyed to Sir Gilbert Greenall under the foregoing provisions the Company shall take upon themselves all liability of the navigation Companies as to the maintenance of the existing bridges over the 35 same ;

6. In the event of any works or operations of the Company under

5 this Act or the exercise of any of the powers herein contained  
interfering with or prejudicially affecting the present drainage  
of the said estates belonging to Sir Gilbert Greenall or the  
outfalls thereof or the passage or escape of flood water there-  
from as freely as at present the Company shall at their own  
expense restore and make good such drainage or outfalls and  
provide for the passage or escape of such flood water as freely  
as at present to the reasonable satisfaction of Sir Gilbert  
10 Greenall And if the Company shall make default in so  
doing they shall pay Sir Gilbert Greenall full compensation  
for any damage or injury sustained by him or them by or in  
consequence of such default the amount of such compensation  
if not agreed to be settled by arbitration in manner provided  
15 by the Lands Clauses Acts for the settlement of cases of  
disputed compensation;

7. For his and their own personal use and for the purpose of  
transferring from one part of the Walton Hall estates to  
another any live or dead stock agricultural produce manure or  
materials to be fed upon or used in connection with the said  
20 estates Sir Gilbert Greenall and his tenants agents and work-  
men and all other persons employed by him shall for ever here-  
after be entitled free from all dues and charges to pass and  
repass along any roads constructed by the Company upon any  
land acquired by the Company from Sir Gilbert Greenall and  
25 for the time being belonging to the Company;

8. Subject to any reasonable bye-laws from time to time made by  
the Company Sir Gilbert Greenall and his tenants agents and  
workmen and all other persons authorized by him or them  
on his or their behalf shall for ever for the purposes of the  
30 Walton Hall estates or any part thereof be entitled free from  
all dues and charges to abstract and use for manufacturing or  
agricultural purposes the water in the said Canal and to  
empty surface drains and waste water therein Provided that  
nothing shall be done under this sub-section which shall  
35 in any way prejudicially affect the Canal or interfere with  
the working thereof;

9. Sir Gilbert Greenall shall have a right of pre-emption over all lands situate in Higher Walton Lower Walton and Acton-Grange taken or purchased from either himself his heirs or assigns or from any other person or persons by the Company which can lawfully be sold to him or them by the Company and which are not required by the Company for the purposes of the Canal and its incidental works or other works of the Company or to enable the Company to comply with the provisions of this Act at a price to be agreed or failing agreement to be settled by arbitration in the manner provided by the Lands Clauses Acts; 5
10. The Company shall make and at all times maintain a sufficient fence between the Canal and the adjoining land of Sir Gilbert Greenall to his reasonable satisfaction of not less than four feet six inches high having proper gates therein for the purpose of providing access from the Walton Hall estates to any wharf landing place or ferry constructed by the Company under the provisions of this section;
11. The Company shall not acquire or take under their compulsory powers any land in Lower Walton belonging to the said Sir Gilbert Greenall other than such land being within the limits of deviation as may be required for the construction of the Canal and its incidental works or other works of the Company or to enable the Company to comply with the provisions of this Act; 20 25
12. Nothing in this section contained shall prejudice abridge or defeat the right of Sir Gilbert Greenall or his tenants to compensation for land acquired from or injury occasioned to him or them for or in consequence of the works of the Company Provided that in estimating any compensation payable for injury occasioned to him or them by or in consequence of the works of the Company the use and convenience of the accommodation and other works constructed or provided by the Company for his or their protection shall be taken into account. 30 35

87.—The following provisions shall apply for the protection of Greenall Whitley and Company Limited (hereinafter referred to as "the Brewery Company") and their property unless otherwise agreed on in writing between the Brewery Company and the Company (that is to say):—

For the protection of  
Greenall Whitley  
and Company  
Limited.

1. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the drainage or sewerage of the Brewery Company's brewery and property the Company shall at their own expense restore and make good such drainage or sewerage so that the same shall be equally as good and convenient for the said brewery and property as that at present existing ;
2. The Company shall if and so far as they lawfully can purchase and if required by the Brewery Company shall if and so far as they lawfully can resell to the Brewery Company at a price to be agreed upon or in case of difference to be settled by arbitration as hereinafter mentioned such part or parts of the Runcorn and Latchford Canal adjoining or abutting upon any property of the Brewery Company as shall become disused for the purpose of navigation by reason of the construction of the Canal and shall not be required for the purposes of the Company or to enable them to comply with the provisions of this Act Provided however that the Company may unless the Brewery Company object in writing fill up such disused parts of the said Canal to the level of the adjoining land before reselling the same :
3. The Company shall if required by the Brewery Company and if and so far as they lawfully can in the event of the lodgment at any time of water upon any land of the Brewery Company near to the Canal or to the proposed Warrington Dock in consequence of the works or operations of the Company raise the level of such land to such an extent as may be necessary to prevent any future lodgment as aforesaid and

restore the surface to the reasonable satisfaction of the Brewery Company;

4. The Brewery Company may at any time and from time to time construct on any land belonging to them adjoining or fronting any part of the Canal or the Runcorn and Latchford Canal where that Canal remains open for navigation such private basins (with or without gates) lay-byes wharves and other works with suitable entrances and access from the Canal or from the Runcorn and Latchford Canal as they may desire for the accommodation (free of wharfage dues) of the Brewery Company or other the owners or owner for the time being of the said brewery and property or any portion thereof requiring the same or their or his tenants servants and workmen on their or his behalf. Provided that any works executed under this subsection shall where and so far as affecting the Canal or works of the Company be carried out according to plans previously submitted to and approved in writing by and under the superintendence and to the reasonable satisfaction of the Company's engineer and shall not interfere with or affect the working of the Canal or other works of the Company;
5. The provisions of "The Lands Clauses Consolidation Act 1845" relating to the sale of superfluous lands shall apply to any lands acquired by the Company from the Brewery Company under this Act and which are not required by the Company for the purposes of the Canal and its incidental works or other works of the Company or to enable the Company to comply with the provisions of this Act;
6. The Company shall provide and for ever keep open an access between the River Mersey and the Warrington Dock so as to enable vessels to pass to and from the River Mersey from and to the Brewery Company's property adjoining their said brewery paying no higher dues tolls or charges than those for the time being charged to traders manufacturers and other persons now or hereafter carrying on business at or near Warrington for similar accommodation;
7. The Company before stopping up in the said township of

See Act 1893  
S. 25

Walton Inferior any portion of the said Warrington and Chester Road shall construct and provide at their cost for public use the intended new road Work Number 25 ;

- 5 8. The Company shall construct and provide for the use of the  
Brewery Company their lessees and tenants and others by  
their authority an under-bridge of forty feet wide through the  
embankment of the intended new railway close to and  
opposite to the present under-bridge of the Brewery Company  
10 through the embankment of the Warrington and Altrincham  
Railway Company in Wilderspool Meadows at or near the  
spot marked Number 38 on the deposited plans Sheet 14  
and shall also provide under-bridges of suitable width and  
height opposite the existing level crossings of the Brewery  
15 Company on the Warrington and Altrincham Railway in  
Wilderspool Meadows or at any other points to be mutually  
agreed upon ;
- 20 9. If by or in consequence of the works of the Company the  
present right or means of access and frontage of the Brewery  
Company to the portion of the existing Warrington and  
Altrincham Railway Company through Wilderspool Meadows  
shall be destroyed or prejudicially interfered with or if such  
portion of railway shall not continue to be used as a railway  
or branch railway or as a railway siding the Company shall  
25 if requested so to do by the Brewery Company by notice in  
writing and within two years after the receipt of such notice  
make such provisions as shall be necessary to give the  
Brewery Company an equivalent right of access and frontage  
to the Deviation Railway Number 3 or the Company shall  
30 fully compensate the Brewery Company for any loss or injury  
thereby sustained ;
- 35 10. If the portion of the existing Warrington and Altrincham  
Railway lying between the commencement of Deviation  
Railway Number 3 and the Canal shall vest in the Company  
under the provisions of this Act and shall cease to be used  
for railway purposes and shall not be required by the  
Company for their other purposes the Company shall (if and  
3 2 Q

so far as they lawfully can) before disposing of the same to any Company or person other than the London and North Western Railway Company give the Brewery Company the option of purchasing the same and also any land belonging to the Company between the existing Warrington and 5 Altrincham Railway and the Deviation Railway Number 3 for such price as shall be agreed or as failing agreement shall be settled by arbitration in manner hereinafter mentioned Provided however that the Brewery Company shall not be entitled to exercise such option otherwise than in respect of 10 the whole of the said portion of railway and land;

11. In case of any doubt difference disagreement or dispute between the Company and the Brewery Company or their assigns upon the construction of any of the preceding sub-sections or upon the execution of any works or the 15 amount of any compensation to be paid by the Company or of any purchase money to be paid by the Brewery Company or the making of any basins lay-byes wharves and other works as aforesaid or upon any matter or thing included in or dealt with by any of the said sub-sections the same shall be 20 settled either by arbitration in the manner provided by the Lands Clauses Acts or by reference to the Board of Trade;

12. Nothing in this section shall prejudice abridge or defeat the rights of the Brewery Company to compensation in respect of any lands acquired from or injury occasioned to them for or 25 in consequence of the works or operations of the Company Provided however that in estimating any compensation payable for injury occasioned to them in consequence of the works of the Company the use and convenience of the accommodation and other works constructed or provided for 30 their protection shall be taken into account.

Protection of  
and  
of War.

88.—For the protection of the Corporation of Warrington (in this section referred to as "the Corporation") and of traders manufacturers and others carrying on business at or near Warrington the following provisions unless otherwise agreed on between the Corporation and the 35 Company shall have effect (that is to say):—

See  
Act 1893 s. 34  
- - 1896 s. 40

- 5 1. The swing bridges to be constructed by the Company at or near Warrington to carry roads over the Canal shall be made of the clear width between the parapets of not less than thirty-six feet including on either side thereof a convenient footway and shall be sufficient in all respects for the passing of carts carriages and other vehicles. If by or in consequence of the construction of the said bridges the level of any road shall be altered the Company shall make easy approaches to such bridges on both sides thereof and the bridges shall if the persons having jurisdiction over such roads consent be constructed with a headway of not less than twelve feet above the waterway so as to admit the passage under them of all small craft using the Canal. Such bridges shall be made to turn by hydraulic power in not more than one minute and a half of time and shall not be kept open at any one time for any longer period than ten minutes under a penalty of not less than forty shillings and not exceeding five pounds for every occasion on which any such bridge is kept open beyond the time herein mentioned and such penalty may be recovered by any person aggrieved thereby in any Court of summary jurisdiction;
- 10
- 15
- 20

See (M) Act  
1890 & 21, 22.

- 25 2. The traders manufacturers and all other persons now or hereafter carrying on business at or near Warrington shall have the right to use the portion of the Canal sanctioned by this Act between the entrance to the Warrington Dock and Eastham and also the entrance locks to the Canal at Eastham ~~when available and when not available then one or other of the lock entrances to the Canal below the Old Quay Docks~~ and also the River Mersey between the works of Monks Hall and Company at or near Bank Quay and the eastern boundary of the Borough above Howley Weir and also the right to use the proposed lock and works near Walton so as to pass into or out of the Canal for any vessels the tonnage burthen of which is not more than one hundred and fifty tons upon payment of a toll for each journey up or down (including the use of the locks) not exceeding four
- 30
- 35

See agreement  
referred to  
Act 1896

repealed 1975 HRO  
Part 3 (3)



pence per ton of cargo and if such vessels carry no cargo or less than twenty tons of cargo upon payment of a toll not exceeding five shillings upon each such vessel for each such journey Provided that if toll to the amount of not less than one pound shall have been paid in respect of a cargo carried 5 by such vessel up or down then such vessel shall be entitled to return without any cargo free of toll Provided also that such vessels are for the time being solely employed in navigating or trading between the eastern boundary of the Borough of Warrington and any dock quay port or place situate on the 10 River Mersey below Warrington Provided also that the traders and manufacturers now carrying on business at Warrington and their respective successors in those businesses may use the said portions of the Canal and river and the proposed lock for vessels of the description aforesaid 15 belonging to or hired or chartered by any of them when engaged in the conveyance of goods for the purpose of their said respective businesses between the eastern boundary of the Borough of Warrington and any port or place outside the River Mersey upon payment of a toll for each journey up or 20 down not exceeding eight pence per ton of cargo The Company may demand take and recover the tolls in this section mentioned accordingly;

3. In order to ascertain the tonnage burthen of any vessel the master thereof shall make and deliver to the person or persons 25 appointed by the Company to receive the tolls thereof a declaration in writing stating the greatest weight of cargo which such vessel shall be capable of carrying and the weight of such cargo shall be taken to be the tonnage burthen of such vessel and any master who shall fail to deliver such 30 certificate shall be liable to a penalty not exceeding forty shillings and any master who shall deliver a false certificate shall for every such last-mentioned offence be liable to a penalty not exceeding twenty pounds;

4. The Company shall not charge wharfage rates upon any goods 35

*The Manchester Ship Canal Act 1885.*

151

5 or animals landed at or shipped from any private quays  
wharves piers jetties or landing places now existing upon the  
banks of the River Mersey at Warrington between Bank  
Quay and the eastern boundary of the Borough above  
Howley Weir or at or from any private quays wharves or  
10 landing places hereafter constructed upon the banks of the  
River Mersey at Warrington or the diversion thereof (Work  
Number 11) between the last-mentioned points and except by  
consent of the owners or other persons using such quay wharves  
piers jetties and landing places the Company shall not be entitled  
to any exclusive or other right of loading or discharging  
vessels thereat or of performing any services whatever in  
connection with the same Any such quays wharves or  
15 landing places to be hereafter constructed shall be constructed  
in accordance with the provisions of this Act with respect to  
the construction of wharves by owners;

20 5. Subject to the grant of licenses by the Company as in this Act  
provided and to the bye-laws of the Company the traders and  
manufacturers and other persons now carrying on business at  
or near Warrington shall be at liberty to use within the  
Canal or the Warrington Dock the steam barges tugs or  
other power belonging to them and employed for towing  
barges lighters or flats within the same Provided that if any  
25 difference arise with respect to the grant of any such license  
such difference shall be referred to some person nominated by  
the Chairman for the time being of the Upper Mersey  
Navigation Commissioners whose decision shall be binding  
on the parties:

30 6. The Company shall within the period of three years after the  
completion of the Canal between Eastham and Latchford and  
the opening of the same for traffic construct at Warrington  
on the site shown in that behalf on the deposited plans or  
on such other site within the limits of deviation as may be  
agreed on between the Corporation and the Company the  
35 Dock shown on the said plans;

7. If any reduction be made by the Company in the maximum  
3 2 R

President of  
the Law Society  
OMN Act 1973  
s. 8

See  
Act 1893 s. 34  
1896 s. 40

Canal tolls authorized in the Fourth Schedule to this Act upon cargo conveyed on the Canal to or from Manchester or if any reduction be made in the tolls which may from time to time be actually so levied the Company shall at the same time make a proportionate abatement in the tolls for cargo conveyed in like manner to or from Warrington so that in all cases of reduction in the Company's said tariff there shall be charged in respect of Warrington traffic no more than the proportion of the rates fixed in such Schedule as between Warrington and Manchester traffic;

8. In case any works to be made or executed by the Company under the authority of this Act shall or may intersect or interfere with any sewage carrier sewer drain gas main pipe or other work of the Corporation the Company shall not commence such works until they have given to the Corporation fourteen days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the Corporation of Warrington with a plan and section showing the proposed works and also showing how the said work of the Corporation is intended to be dealt with and until the Corporation shall have signified their approval of the same by writing under the hand of their Surveyor or Engineer but if the Corporation shall fail to signify their approval or disapproval and in case of disapproval to give written particulars of their objections and requirements within fourteen days after service of such notice they shall be deemed to have approved of such plan and section. The Company shall comply with and conform to all reasonable alterations in the mode of dealing with the said work of the Corporation and other reasonable requirements of the Corporation or of their Surveyor or Engineer in the execution of the said works. All such works shall be done to the reasonable satisfaction of the Borough Surveyor or Engineer of the Corporation;

See (V.P.) Act of 1890  
s. 22(a)

9. The Company shall at their own expense at a point to be agreed between the Engineer of the Company and the

*The Manchester Ship Canal Act 1985.*

153

Surveyor or Engineer of the Corporation construct beneath their Canal a subway or culvert of sufficient size for the existing gas and other pipes of the Corporation and for the access of workmen thereto;

- 5 10. If any interruption whatsoever in the supply of gas by the Corporation shall be in any way occasioned by the Company or by the acts of any of the contractors agents workmen or servants of any person in the employ of them or any or either of them the Company shall pay and make compensation to the Corporation for all expenses loss or damage sustained by the Corporation through loss of gas or interference with the Corporation in the performance of their obligations as to the supply of gas and shall indemnify them against all damages penalties and costs which may arise directly or indirectly from any such interruption of supply;
- 10
- 15

see  
sub-section 8  
above

- 20 11. Within the limits of the Borough of Warrington no spoil bank shall without the sanction of the Corporation or of their Engineer or Surveyor or of the owner or owners (other than the Company) of the property immediately adjoining be made by the Company or their contractors or agents of a greater height than eight feet and if any spoil banks shall be made in contravention of this provision the Corporation may within the limits aforesaid remove the same at the expense of the Company and such expense shall be a debt due from the Company to the Corporation and be recoverable by the Corporation with costs in any Court of competent jurisdiction;
- 25

See  
(VP) Act 1907  
S. 10

- 30 12. The Company shall not within any twenty-four hours abstract or divert from the River Mersey nor allow to flow therefrom into the Canal such a quantity of water as will diminish the downward flow of the river past Howley Quay within the same period by greater quantities than those set forth in the second column of the table hereunder when the quantity of water flowing down the river past Howley Quay does not

See  
Act 1876 S. 36  
(VP) Act 1907 S. 12/4

*The Manchester Ship Canal Act 1885.*

exceed the quantities set forth in the first column of the said table :—

Quantity of Water in cubic feet flowing down the river past Howley Quay in any twenty-four hours.	Corresponding maximum quantity in cubic feet which may be diverted by the Company in the same twenty-four hours.
Not exceeding 100,000,000 ...	10,000,000
Not exceeding 150,000,000 ...	12,000,000
Not exceeding 200,000,000 ...	15,000,000
Not exceeding 250,000,000 ...	20,000,000.

5

13. The Company shall at their own cost construct and for ever maintain proper and sufficient measuring gauges at all necessary points for ascertaining the quantity of water flowing down the said River past Howley Quay the design of such gauges and the positions where they are to be fixed shall be such as shall be agreed upon between the Company and the Corporation or as failing agreement shall be determined by an arbitrator in manner in this section provided Such gauges shall be open at all reasonable times to the inspection and examination of the Corporation and of such persons as may be authorized in writing by them to inspect and examine such gauges and to test the sufficiency thereof and if and whenever such gauges are found to be in any respect out of repair inaccurate or insufficient the expense of testing such gauges shall be borne and paid by the Company and if the Company shall fail to repair and make good the same within seven days after notice in writing of such disrepair inaccuracy or insufficiency shall have been given to the Company at their principal office by the Corporation then the Corporation may repair and make good such gauges or provide other and sufficient gauges in lieu thereof at the reasonable expense of the Company and may recover such expense from the Company in any Court of competent jurisdiction And if at any time the Company shall fail to construct or within seven days after written notice as aforesaid to repair and make good such gauges or provide or pay for other gauges as aforesaid or to allow the Corporation or persons authorized by them to inspect examine and test the sufficiency of such gauges they shall be liable to the Corporation as and for liquidated damages in the sum of fifty pounds

10

15

20

25

30

35

for each such failure or other infringement of the provisions of this sub-section and in the further sum of twenty pounds for each day during which such failure or infringement shall continue in addition to any other claim whatsoever that the traders and manufacturers of Warrington may have against the Company by reason of such failure or infringement ;

14. The Company shall before the Canal be opened for traffic at their own cost dredge the bed and banks of the River Mersey and for ever after maintain the same dredged so that at all times there shall be a depth of eight feet of water at low water of spring tides between the western boundary of the works of Monks Hall and Company at or near Bank Quay and the eastern boundary of the Borough of Warrington near the commencement of the Latchford Canal ;

See  
amendment  
introduced by  
Act 1896

15. The Company shall at the locks to be constructed on the Canal near Latchford construct and for ever after maintain sluices of proper size and with all suitable appliances for controlling the flow of water at that place ;

16. The Company shall construct and for ever after maintain at the lock referred to in the description of Work Number 12 a sluice or sluices at least twenty feet wide with a sill or sills level with the bed of the River Mersey ;

amended  
under Act 1  
1893. s. 11  
see also s. 4 (c)

17. The sluices referred to in Sub-sections 15 and 16 of this section shall be respectively constructed at the same time as the said proposed locks respectively in those sub-sections referred to at the costs charges and expenses of the Company and shall at such costs thereafter be maintained ;

18. The Corporation as to the sluices mentioned in sub-section 15 so far as is necessary for the purposes mentioned in sub-section 12 and as to the sluices mentioned in sub-section 16 so far as is necessary for the purposes mentioned in sub-section 14 shall have the joint control management and direction of the said sluices the cost of such joint control management and direction shall be paid by the Company ;

See Act 1896  
s. 36

19. Before commencing Deviation Railway Number 3 the Company shall give written notice to the Corporation of their intention so to do and if within three months after the receipt

*The Manchester Ship Canal Act 1885.*

of such notice the Corporation shall give notice to the Company that a new road is about to be constructed between the Latchford Road and the Wilderspool Causeway the Company shall at their own cost build a bridge under the Deviation Railway Number 3 to accommodate such road at a point to be agreed between the Engineer of the Company and the Surveyor or Engineer of the Corporation contemporaneously with the said Railway. The said bridge shall be constructed of a width between the walls thereof of not less than forty feet measured on the square with a clear 10 headway throughout the whole width of the roadway of not less than sixteen feet and the parapets of the said bridge shall be carried up to a height of not less than six feet;

20. All works executed by the Company for the Corporation shall be completed by or at the reasonable costs charges or 15 expenses of the Company and subject as hereinbefore provided shall thereafter be as fully and completely the property of and under the direction jurisdiction and control of the Corporation as any works of the Corporation now are; *See subsection 8 above*
21. The details of the works necessary to be executed for the 20 purpose of carrying out the provisions contained in sub-sections 13 15 and 16 of this section shall be submitted to the Corporation and shall be agreed upon between the Engineer to the Corporation and the Engineer to the Company and in case of difference as to such works such difference shall be 25 referred to an Engineer as provided in the next succeeding sub-section;
22. If any difference shall arise between the Company and the Corporation as to the true intent and meaning of this section or as to anything to be done or not to be done thereunder 30 such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) on the application of the Company or the Corporation by the Board of Trade whose decision shall be final and binding on both parties and the costs of the reference shall be borne as he shall direct; *See subsection 8 above* 35
23. Save as in this Act expressly provided nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested in the Corporation or their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed. 40

*The Manchester Ship Canal Act 1885.*

157

89.—Notwithstanding any powers to the contrary in this Act contained the Company shall not convert into a swing or moveable bridge the existing stone bridge across the Mersey at Warrington.

*Existing Bridge across Mersey at Warrington not to be converted into a swing bridge.*

90.—Nothing in this Act shall prejudice abridge or defeat the claims of Messieurs James Fairclough and Sons to compensation in respect of any injury to any existing rights of navigation or water-power or in respect of any lands acquired from them or injuriously affected for by or in consequence of the works or operations of the Company.

*Saving rights of Messrs. James Fairclough and Sons.*

91.—Nothing in this Act shall prejudice abridge or defeat the claims of Joseph Davies of the Old Warps Warrington to compensation in respect of any injury to any existing water rights or to any lands injuriously affected for by or in consequence of the works or operations of the Company.

*Saving rights of Joseph Davies.*

92.—For the protection of the Highway Board for the District of Warrington the following provisions unless otherwise agreed on between the said Highway Board and the Company shall have effect (that is to say):—

*For the protection of the Warrington Highway Board.*

1. The Company shall not stop up or interfere with any public footpath within the district of the said Board unless and until they shall at their own expense have constructed and provided a substituted footpath to the reasonable satisfaction of the said Board;

*See (VP) Act 1890 s. 21*

2. The public shall be entitled to cross the Canal in boats free of tolls payable to the Company at such two places near the points marked respectively on the deposited plans twenty-two miles two furlongs and eight chains and twenty-three miles seven furlongs and six chains in the townships of Woolston and Martinscroft and Rixton-cum-Glazebrook respectively both in the parish of Warrington as shall be agreed on between the Engineer to the Company and the Surveyor to the said Board or their umpire to be appointed on the application of either party by the Board of Trade and the Company shall construct and maintain at the places so agreed on convenient steps on each bank of the Canal with a handrail on either side of such steps for the use and protection of persons so crossing the Canal;

3. The public shall also be entitled to cross the diverted river in the township of Woolston and Martinscroft in their own



boats free of tolls payable to the Company at a point to the north of the Canal opposite to a point marked on the deposited plans twenty-two miles two furlongs and nine chains and the Company shall construct and maintain at such points convenient steps on each bank of the said diverted river with a handrail on each side of such steps for the use and protection of persons so crossing the river;

but see S. 100 (3)  
(below)

4. All boats used for such crossing shall be used and worked in accordance with the bye-laws of the Company for the regulation of ferries.

the protection of  
Warrington  
Rural Sanitary  
Authority.

93.—In case any works to be made or executed by the Company under the authority of this Act shall or may intersect or interfere with any sewage carrier sewer drain or other work within the district of and under the management or control of the Guardians acting as the Warrington Rural Sanitary Authority the Company shall not commence such works until they have given the said Authority thirty days previous notice in writing of their intention to commence the same by leaving such notice at the office of the clerk of the said Authority at Warrington with a plan and section shewing the proposed works so far as they affect the said Authority and also shewing how the said work of the said Authority is intended to be dealt with and until the said Authority with the sanction of the Local Government Board shall have signified their approval of the same but if the said Authority with such sanction fail to signify their approval or disapproval (and in the case of disapproval to give written particulars of their objections and requirements within thirty days after service of such notice) they shall be deemed to have approved of such plan and section. The Company shall comply with and conform to all reasonable alterations in the mode of dealing with the said work of the said Authority and other reasonable requirements of the said Authority or the Local Government Board or of the surveyor of the said Authority in the execution of the said works and all such work shall be done to the reasonable satisfaction of the said surveyor of the said Authority. The Company shall at their own cost provide to the reasonable satisfaction of the said Authority outlets of ample and sufficient size for the sewage carriers or sewer drains interfered with by the works of the Company.

protection of  
Warrington Water-  
works Company.

94.—For the protection of the Warrington Waterworks Company (in this section called "the Water Company") the following provisions

shall have effect unless otherwise agreed on between the Water Company and the Company (that is to say):—

- 5 1. The Company shall at or near the point marked "B" on the plan signed in duplicate by Edward Leader Williams on behalf of the Company and Alfred Moore on behalf of the Water Company at their own expense construct and maintain underneath their proposed works two separate independent and water-tight culverts to carry the mains of the Water Company under the works of the Company at or near that point together with convenient and water-tight approaches and shafts to each of the said culverts so as to enable the said culverts to be at all times accessible to the engineers workmen and others in the employment of the Water Company for the purpose of inspecting repairing duplicating maintaining altering enlarging removing or replacing the mains of the Water Company ;
- 10
- 15 2. In this section the word "water-tight" means and is to be construed as "sufficiently water-tight to enable work to be performed in an efficient manner" ;
- 20 3. Each of the said culverts shall be not less than nine feet wide by eight feet six inches high and the approaches and shafts to each of the said culverts shall be of an internal diameter of not less than nine feet ;
- 25 4. The approaches and shafts to the said culverts shall be constructed by the Company on each side of the Canal and in each of the said shafts on the northerly side thereof the Company shall construct a covered sump or tank for draining the said culverts respectively ;
- 30 5. The Company shall pay to the Water Company the cost of purchasing and of laying down in and through the said culverts shafts and approaches respectively and for the distance up to and including the necessary communications with their existing water mains respectively on each side of the Canal new duplicate mains as follows namely A pair of duplicate mains of eighteen inches diameter in place of the eighteen-inch main and a pair of duplicate mains of fifteen inches diameter in place of the twelve-inch main which
- 35

will be intersected by the Canal so as to put in continuity the intersected mains of the Water Company by a duplicate connection of the capacity aforesaid together with the cost of all valves and other apparatus which may be necessary to make the said connections complete and efficient. Provided 5 that if the Water Company shall desire to have the duplicate connecting mains or any of them of a greater diameter than those respectively hereinbefore mentioned they shall be at liberty to have the same of such diameter as they shall think fit paying themselves only the increased cost of 10 purchase thereof respectively;

6. The Company shall pay to the Water Company the cost of purchasing and laying down a new line of mains or pipes of a diameter of at least ten inches along the public roads from the point marked "F" to the point marked "G" on the 15 said signed plan and another new line of mains or pipes of a diameter of at least four inches from the point marked "D" to the point marked "E" on the said signed plan in order to connect with the mains to be carried in or through the said culverts the mains or pipes of the Water Company which 20 will be intersected by the works of the Company at the respective points marked "A" "B" and "C" on the said signed plan together with the cost of all valves and other apparatus which may be necessary to make the said connections complete and efficient; 25
7. The said culverts approaches shafts and sumps shall be made and erected for the exclusive use of the Water Company and shall be maintained and repaired and the said subways approaches and shafts kept water-tight at the cost in all respects of the Company; 30
8. The Company before constructing the said culverts approaches shafts and sumps shall deliver to the Water Company a plan and section thereof and if it shall appear to the Water Company that the construction of the said works in manner proposed by the said plan and section would be inefficient 35 or would interfere with or impede the supply of water by them or otherwise damage the Water Company the Water Company may give notice to the Company to alter the con-

the cost of the Company from time to time remedy such leakage or repair such defect and may do all works which may be reasonably necessary to prevent injury to their property and may recover the amount of any expenditure which may be reasonably incurred by them with full costs in any Court of competent jurisdiction ; 5

11. It shall be lawful for the Water Company and the engineers workmen and others in their employment at all reasonable times during and after the construction of the said culverts approaches and shafts to enter upon the lands of the Company 10 in under or through which the same are being or shall have been constructed and to do all such works in and upon such lands as may be necessary for inspecting repairing duplicating maintaining altering enlarging removing or replacing any mains or pipes belonging to the Water Company and being in 15 under or through such lands of the Company Provided always that in executing such works the Water Company or their Engineers workmen and others in their employ shall not interrupt the traffic on the Canal or the Railways of the Company ; 20
12. The Company shall not in any manner in the execution or maintenance of any of their works unduly obstruct or interfere with the free and uninterrupted supply of water by the Water Company to their limits of supply ; See (VP) Act 1890 s. 28
13. If by reason of the execution of any of the works 25 or any proceedings of the Company or the failure of any works or any act default or omission of the Company or of their contractors or of any person in the employ of the Company or their contractors the works of the Water Company shall be injured or the supply of water by 30 them shall be interrupted the Company shall indemnify the Water Company against all damage injury or loss which they may be put to or incur by reason or in consequence thereof ; see above
14. All works matters and things which under the provisions of 35 this Act or any Act incorporated therewith the Company see above

5 may be empowered or required to do or execute with reference  
to any mains pipes syphons plugs or works of the Water  
Company other than and except the works matters and  
things which the Company may be required to do or execute  
under these provisions shall except in case of emergency be  
done and executed by the Water Company at the reasonable  
cost of the Company or by and at the cost of the Company  
at the option of the Water Company but in case the works  
10 matters and things are done by the Company then under the  
superintendence and to the reasonable satisfaction of the  
Engineer for the time being of the Water Company and  
such works matters and things shall not be commenced  
(except in case of emergency) until after seven days previous  
15 notice thereof shall have been given by the Company to the  
Water Company but if the Water Company elect to do or  
execute any such works matters or things themselves they  
shall give notice thereof to the Company before the  
expiration of the said seven days and they shall do execute  
20 and complete the same with all reasonable and proper  
dispatch and in case of any unnecessary or improper delay  
on the part of the Water Company the Company may them-  
selves do execute and complete the same;

25 15. If any difference shall arise between the Company and the  
Water Company respectively as to the true intent and  
meaning of this enactment or the mode of giving effect  
thereto the same shall be from time to time determined by  
arbitration in the manner prescribed by "The Railways  
"Clauses Consolidation Act 1845" with reference to the  
settlement of disputes by arbitration.

*see clause*

30 95.—Nothing in this Act shall authorize or empower the Company  
to divert or take into the Canal or any works connected therewith any  
water from the Cockshott Brook otherwise called the Padgate Brook  
above the site of the tannery and works situate upon the said brook in  
the parish or township of Poulton-with-Fearnhead now belonging or  
35 reputed to belong to Messieurs John Charles and William Nelson  
Hutchings nor from any branch or tributary of the said brook above  
the said works nor shall anything herein be held to affect limit or  
abridge any of the rights of the said Messieurs John Charles and

*For the protection of  
Messieurs John  
Charles and William  
Nelson Hutchings.*

William Nelson Hutchings to the use of the waters of the said brook branches and tributaries for the purposes of their said works which rights may continue to be enjoyed in the same and as full a manner as if this Act had not been passed.

the protection of  
of Gaskell his  
and assigns.

96.—(1.) Notwithstanding anything shown on the deposited 5  
plans or described in the deposited Books of Reference the Company  
shall not enter upon take or use otherwise than by agreement any lands  
in the township of Latchford within seventy feet of the northern front  
of the dwelling-house known as Green Bank occupied by Samuel  
Gaskell or any land of his in Latchford otherwise than for the bed of 10  
the Canal and the banks thereof and a towing-path or road.

(2.) The Company shall construct and for ever afterwards maintain  
between the works of the Company and the whole of the land of  
Samuel Gaskell between Common Lane and Grappenhall Road in  
Latchford abutting on the same a good rubble stone wall of not less 15  
than four feet six inches in height as a boundary fence and shall keep  
any towing-path or road which they make on the side of the Canal ten  
feet at least below the natural level of the soil during its course through  
the whole of the land of Samuel Gaskell in Latchford and shall  
not deposit waste or spoil or raise banks on the said land. 20

(3.) The Company shall not place or fix on the southerly  
side of the Canal any engines or machinery for opening and shutting the  
proposed new swing bridge near the house of the said Samuel Gaskell.

(4.) No wharf constructed by the Company on the southerly side  
of the Canal so far as it abuts on any land of the said Samuel Gaskell 25  
shall be used for the loading unloading or deposit of manure night soil  
or other offensive matter.

(5.) Nothing in this section shall prejudice abridge or defeat the  
rights of the said Samuel Gaskell to compensation in respect of any  
lands acquired from or injury occasioned to him for or in consequence  
of the works or operations of the Company. 30

protection of  
of Holy  
Trinity Church  
and assigns.

97.—The following provisions for the protection of the Vicar  
for the time being of Holy Trinity Church Warrington his successors  
and assigns and other the owner or owners for the time being  
of the glebe land and property now belonging to him situate in  
the township of Thelwall to the north of the Canal and between the 35  
River Mersey and the Canal (all of whom are included under the

expression "the Owner" when used in this section) shall apply unless otherwise agreed on in writing between the owner and the Company :—

- 5  
10  
15  
1. The Company shall provide and for ever maintain at or near the road Number 379 in the township of Thelwall shown on the deposited plans sheet Number 6 and in accordance with plans previously submitted to and subject to the reasonable approval of the owner a ferry across the Canal suitable for all descriptions of vehicular traffic and for carrying fifteen ton loads and shall at all times hereafter provide the necessary labour and power to work and shall work the said ferry whenever required by night and by day for the use but not the exclusive use for foot passengers and cattle as well as vehicular and other traffic of and free from all tolls dues and charges for the user thereof by the owner and his tenants agents and workmen and all other persons on his behalf authorized by him The Company shall also make and maintain proper and convenient approaches to the said ferry on both sides of the Canal with gradients not steeper than one in thirty ;
- 20  
25  
2. The owner his tenants agents and workmen and all other persons authorized by him or them shall in common with any other persons authorized by the Company for ever hereafter be entitled free from all dues tolls and charges whatsoever to pass or repass at all times on foot and for agricultural purposes with or without horses carts or carriages over and along any cart road which the Company construct along the north side of the Canal from the said occupation road Number 379 in the township of Thelwall in a westerly direction to the nearest swing bridge provided by the Company over the Canal in the parish of Grappenhall ;
- 30  
3. In case of any difference arising between the Company and the owner as to any plans or the mode of executing any work under this section such difference shall be settled by an engineer to be appointed on the application of either party by the Board of Trade ;
- 35  
4. The Company shall pay to the owner compensation for any depreciation in value caused to his land by reason of any

interference by the Company with the means of access thereto and the amount of such compensation if not agreed to be settled by arbitration in the manner provided by the Lands Clauses Acts provided that in estimating any compensation payable for injury occasioned to his land in consequence of the works of the Company the use and convenience of the accommodation and other works constructed or provided by the Company for his or their protection shall be taken into account. 5

For the protection of  
John Buckley and  
others.

98.—The following provisions for the protection of John Buckley 10  
of New Delph his heirs and assigns and Esther Buckley the wife  
of the said John Buckley and other the owner or owners for the  
time being of the properties now belonging to them respectively or in  
which they respectively have a beneficial interest situate in the town-  
ship of Thelwall to the north of the Canal and between the River 15  
Mersey and the Canal (all of whom are included under the expression  
“ the Owners ” when used in this section) shall apply unless otherwise  
agreed on in writing between the owners and the Company :—

1. The Company shall provide and for ever maintain at or 20  
near the Occupation Road Number 379 in the township of  
Thelwall and shown on sheet Number 6 of the deposited  
plans and in accordance with plans previously submitted to  
and subject to the reasonable approval of the owners a ferry  
across the Canal suitable for all descriptions of vehicular 25  
traffic and for carrying fifteen ton loads and shall at all times  
hereafter provide the necessary labour and power to work  
and shall work the said ferry whenever required by night and  
by day for the use but not the exclusive use for foot passengers  
and cattle as well as vehicular and other traffic of and free from 30  
all tolls dues and charges for the user thereof by the owners  
and their respective tenants agents and workmen and all  
other persons on their respective behalf authorized by them  
respectively The Company shall also make and maintain  
proper and convenient approaches to the said ferry on both 35  
sides of the Canal with gradients not steeper than one in  
thirty;



- 5                    2. The owners and their respective tenants agents and workmen  
                      and all other persons authorized by them respectively on  
                      their respective behalf shall in common with any other  
                      persons authorized by the Company be for ever entitled free  
10                    from all dues tolls and charges whatsoever to pass and repass  
                      at all times on foot and for agricultural purposes with or  
                      without horses carts or carriages over and along any cart road  
                      which the Company constructs along the north side of the  
                      Canal from the said occupation road Number 379 in a  
                      westerly direction to the nearest swing bridge provided by  
                      the Company over the Canal in the parish of Grappenhall;
- 15                    3. In case of any difference arising between the Company and the  
                      owners as to any plans or the mode of executing any work  
                      under this section such difference shall be settled by an  
                      engineer to be appointed on the application of either party  
                      by the Board of Trade;
- 20                    4. The Company shall pay to the owners respectively compensation  
                      for any depreciation in value caused to their lands by reason  
                      of any interference by the Company with the means of  
                      access thereto and the amount of such compensation if not  
                      agreed to be settled by arbitration in the manner provided  
                      by the Lands Clauses Acts Provided that in estimating any  
25                    compensation payable for injury occasioned to their lands  
                      in consequence of the works of the Company the use and  
                      convenience of the accommodation and other works con-  
                      structed or provided by the Company for their protection  
                      shall be taken into account.
- 30                    99.—The following provisions for the protection of John Vigor  
                      Fox of Girsby Manor in the County of Lincoln his heirs and assigns  
                      and other the owner or owners for the time being of the estates  
                      belonging to him and of the said John Vigor Fox or other the  
                      owner or owners or persons entitled to the use and enjoyment for the  
                      time being of the estates settled to the uses or limitations of the  
                      Will of William Fox the great grandfather of the said John Vigor  
35                    Fox (all of whom are included under the name of John Vigor Fox

For the protection of  
John Vigor Fox &c.

See Act 1904  
S. 44

when used in this section) shall apply unless otherwise agreed on in writing between the said John Vigor Fox and the Company:—

1. The Company shall purchase all the lands of John Vigor Fox in the township of Lymm between the northerly bank of the Canal and the right bank of the River 5 Mersey if and so soon as they shall interfere with the present approaches thereto or either of them at such price as may be agreed upon between the Company and John Vigor Fox or failing agreement as shall be settled by arbitration in the manner provided by the Lands 10 Clauses Acts;
2. The Company shall provide a wharf or landing place on each side of the Canal at a point near the road Number 379 on the deposited plan for the township of Thelwall at which the said John Vigor Fox and his 15 tenants and workmen shall be at liberty to embark and land free from wharfage rates any farm-yard or stable dung marl night-soil ash-pit refuse cinders or street sweepings to be used for the cultivation of his estates in Thelwall but the user of such wharves or landing places 20 shall be subject to the reasonable bye-laws from time to time made by the Company and approved by the Board of Trade for the regulation of wharves or landing places on the Canal And the Company shall also construct and maintain suitable and sufficient approaches for carts 25 and horses to such wharves or landing places from the said road numbered 379 with gradients not steeper than one in thirty And the Company shall also provide a wharf or landing place on the southerly side of the Canal at a point near the road Number 27 on the 30 deposited plan for the township of Lymm for the use of the said John Vigor Fox and his tenants and workmen in the carriage to and from his estates free from wharfage rates of any farm-yard or stable dung marl night-soil ash-pit refuse cinders or street sweepings 35 to be used for the cultivation of his estates in Lymm but the user of such wharf or landing place shall be

subject to the reasonable bye-laws from time to time made by the Company and approved by the Board of Trade for the regulation of wharves or landing places on the Canal The Company shall also construct and maintain suitable and sufficient approaches for carts and horses to such wharf or landing place from the said road Number 27 with gradients not steeper than one in thirty Provided that the said John Vigor Fox shall provide the land necessary for the construction of such last-mentioned wharf or landing place and the approaches thereto Provided that the said John Vigor Fox and his tenants shall not make any claim for compensation for the loss of any existing wharfage rights by the execution of any works by this Act authorized ;

- 5
- 10
- 15
- 20
- 25
- 30
- 35
3. The Company shall provide and for ever maintain at or near the said road Number 379 in the township of Thelwall and in accordance with plans previously submitted to and subject to the reasonable approval of the said John Vigor Fox a ferry across the Canal suitable for all descriptions of vehicular traffic and for carrying fifteen ton loads and shall at all times hereafter provide the necessary labour and power to work and shall work the said ferry whenever required by night and by day for the use but not the exclusive use for foot passengers and cattle as well as vehicular and other traffic of and free from all toll and charge for the user thereof by the said John Vigor Fox and his tenants agents and workmen and all other persons on his behalf authorized by him The Company shall also make and maintain proper and convenient approaches to the said ferry on both sides of the Canal with gradients not steeper than one in thirty and the right of constructing such approaches over any land belonging to the said John Vigor Fox required therefor and not being the site of the existing road shall be granted by the said John Vigor Fox to the Company and shall be paid for by them to the said John Vigor Fox at such price as shall be agreed or failing agreement as shall be settled by arbitration in the manner provided by the Lands Clauses Acts ;

4. The Company shall if required by John Vigor Fox construct within the limits of deviation shown on the deposited plans and contemporaneously with the said ferry and for ever afterwards maintain a road twenty-one feet wide along the northerly side of the Canal in the township of 5 Thelwall from the boundary between the townships of Thelwall and Grappenhall to the said occupation road Number 379 in the township of Thelwall so as to form means of access and communication to from and between lands on the northerly side of the Canal and John Vigor 10 Fox and his tenants agents and workmen and all other persons on his or their behalf authorized by him or them shall in common with other persons authorized by the Company for ever hereafter be entitled free from all dues and charges whatsoever to pass and repass at all 15 times and for all purposes with or without horses carts or carriages over and along the same road and also on foot and for agricultural purposes with or without horses carts or carriages over and along any cart road which the Company construct along the north side of the 20 Canal from the boundary between the townships of Thelwall and Grappenhall in a westerly direction to the nearest swing bridge provided by the Company over the Canal in the parish of Grappenhall Any land belonging to John Vigor Fox required for the construction of 25 such roads shall be sold by John Vigor Fox to the Company at a price to be agreed upon or settled as provided by sub-section 1 aforesaid;
5. In the event of any works or operations of the Company under this Act or the exercise of any of the powers 30 herein contained interfering with or prejudicially affecting the present drainage of the said estates belonging to the said John Vigor Fox or the outfalls thereof or the passage or escape of flood water therefrom as freely as at present the Company shall at their 35 own expense restore and make good such drainage or outfalls and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of the said John Vigor Fox And if the

*The Manchester Ship Canal Act 1885.*

171

5 Company shall make default in so doing they shall pay the said John Vigor Fox and his tenants full compensation for any damage or injury sustained by him or them or any of them by or in consequence of such default the amount of such compensation if not agreed to be settled by arbitration in manner provided by the Lands Clauses Acts for the settlement of cases of disputed compensation ;

10 6. John Vigor Fox shall have the right of pre-emption over all lands (other than lands in the township of Lymm situate to the north of the Canal) taken or purchased from him which may not be required by the Company for the purposes of the Canal or its incidental works or for any other purposes of the Company or to enable the Company to comply with the provisions of this Act at a price to be agreed upon or settled as provided by sub-section 1 aforesaid ;

20 7. In case of any difference arising between the Company and John Vigor Fox as to any plans or the mode of executing any work under this section such difference shall be settled by an Engineer to be appointed on the application of either party by the Board of Trade ;

25 8. Nothing in this section contained shall prejudice abridge lessen or defeat the right of John Vigor Fox or his tenants to compensation for land acquired from or injury occasioned to him or them by or in consequence of the works of the Company Provided that in estimating any compensation payable for injury occasioned to him or them in consequence of the works of the Company the use and convenience of the accommodation and other works constructed or provided by the Company for his or their protection shall be taken into account.

30 100.—The following provisions for the protection of James Nicholson of Thelwall Hall in the county of Chester the Lord of the Manor of Thelwall and the owner in fee of estates situate in the township of Thelwall and his heirs and assigns being the owners or owner for the time being of the estates situate in Thelwall aforesaid

For the protection of the estate of James Nicholson of Thelwall Hall Lord of the Manor of Thelwall.

belonging to him or any part thereof (all of whom are included in the name of James Nicholson when used in this section) shall apply unless otherwise agreed on between James Nicholson and the Company :—

1. The Company shall construct and maintain a wharf or landing place on each side of the Canal at a point near the road 5 numbered on the deposited plans 379 in the township of Thelwall shown on the deposited plans sheet Number 6 at which the said James Nicholson and his tenants and workmen shall be at liberty to embark and land free from wharfage rates any farmyard or stable 10 dung marl night-soil ash-pit refuse cinders or street sweepings to be used for the cultivation of his estates in Thelwall but the user of such wharves or landing places shall be subject to the reasonable bye-laws from time to time made by the Company and approved by the Board of 15 Trade for the regulation of wharves or landing places on the Canal and the Company shall also construct and maintain suitable and sufficient road approaches for carts and horses between such wharves or landing places and the said road Number 379 with gradients of not less than one in thirty 20 Provided that the said James Nicholson shall not make any claim for compensation for the loss of any existing wharfage rights by the execution of any works by this Act authorized ;
2. The Company shall provide and for ever maintain at or near the said road Number 379 and in accordance with plans 25 previously submitted to and subject to the reasonable approval of the said James Nicholson a ferry across the Canal suitable for all descriptions of vehicular traffic and for carrying fifteen ton loads and shall at all times hereafter provide the necessary labour and power to work and shall work the said ferry when- 30 ever required by night and by day for the use but not the exclusive use of and free from all toll and charge for the user thereof by the said James Nicholson and his tenants agents and workmen and all other persons on his or their behalf authorized by him The Company shall also make and 35 maintain proper and convenient approaches between the said ferry and the said road on both sides of the Canal with gradients of not less than one in thirty and the right of

constructing such approaches over any land belonging to the said James Nicholson required therefor and not bring the site of an existing road shall be granted by the said James Nicholson to the Company and shall be paid for by them to the said James Nicholson at such price as shall be agreed or failing agreement shall be settled by arbitration in the manner provided by the Lands Clauses Acts ;

5

8. The Company shall to the reasonable satisfaction of the said James Nicholson and according to plans previously submitted to him and subject to his reasonable approval construct provide and for ever maintain the bridge ferry and ancillary works following (that is to say):—

10

15

20

25

1. A permanent foot bridge across the intended diversion of the River Mersey in the township of Woolston-with-Martinscroft in the county of Lancaster (Work Number 9) at or near the point where such diversion will intersect the footpath leading from the present Thelwall Manor Ferry belonging or reputed to belong to the said James Nicholson to the village of Martinscroft for the use but not the exclusive use of the said James Nicholson and free of all dues and charges whatsoever for the user thereof by the said James Nicholson and all other persons on his behalf authorized by him together with proper and convenient approaches to the said footbridge on both sides of the river diversion from the adjacent footpath with easy gradients thereon ;

30

35

2. A ferry across the Canal suitable for the conveyance of foot passengers at or near the point where the Canal will intersect the said road Number 379 with convenient means of access along the northerly side of the Canal between the said road Number 379 and the point where the Canal will intersect the footpath aforesaid and the Company shall at all times hereafter provide the necessary labour to work and shall work the said ferry whenever required in the same manner and for the same toll as the said Thelwall Manor Ferry across the River Mersey is now worked And the said Thelwall Manor

Ferry shall be purchased by the Company from the said James Nicholson at a price to be agreed upon or failing agreement as shall be settled by arbitration in the manner provided by the Lands Clauses Acts And the said James Nicholson his family and servants shall at all 5 times be entitled to use and pass across or along the ferry and footpath aforesaid free of all dues and charges whatsoever for the user thereof;

3. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein 10 contained interfering with or prejudicially affecting the present drainage of the said estates belonging to the said James Nicholson or the outfalls thereof or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make 15 good such drainage or outfalls and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of the said James Nicholson And if the Company shall make default in so doing they shall pay the said James Nicholson and his tenants full com- 20 pensation for any damage or injury sustained by him or them or any of them by or in consequence of such default the amount of such compensation if not agreed to be settled by arbitration in manner provided by the Lands Clauses Acts for the settlement of cases of disputed 25 compensation.
4. The said James Nicholson shall have the right of pre-emption over all lands taken or purchased from him which shall not be required by the Company for the purposes of the Canal and its incidental works or to enable the Company to comply 30 with the provisions of this Act at a price to be agreed upon or failing agreement to be settled by arbitration in manner by this Act provided and if any of such land shall have formed part of the bed of the River Mersey the Company may and if required so to do by the said James Nicholson 35 shall fill up the same to the level of the adjoining land so as to be suitable in all respects for agricultural purposes before conveying the same;



5. The Company shall construct and finish the embankments of so much of the Canal between the said road Number 379 and the field numbered 366 on the deposited plans as is visible from the front entrance-door of Thelwall Hall in accordance with the sections thereof which have been agreed between Edward Lender Williams on behalf of the Company and the said James Nicholson and signed by them provided that the said James Nicholson may require the Company to increase the height of the embankments to any reasonable extent. The portion of the embankment on the south side of the Canal before referred to shall be levelled turfed and finished to the reasonable satisfaction of the said James Nicholson so as to present as slightly and natural an appearance as possible and shall be so maintained and kept by the Company at all times hereafter and shall if and when required by the said James Nicholson be planted with trees or shrubs to the reasonable satisfaction of the said James Nicholson and enclosed with a suitable fence;
6. The Company shall construct and finish the bridge by which Deviation Railway Number 3 shall be carried over the road numbered 186 on the deposited plans and shown upon sheet Number 19 of such plans according to an ornamental design to be first submitted to and subject to the reasonable approval of the said James Nicholson. The Company shall construct and finish all the embankments fences and slopes in connection with the said bridge in a neat and ornamental manner and to the reasonable satisfaction of the said James Nicholson and according to plans sections and elevations first submitted to and approved of by him;
7. Nothing in this section contained shall prejudice abridge lessen or defeat the right of the said James Nicholson or his tenants to compensation for land acquired from or injury or depreciation in value occasioned to him or them by severance or otherwise by or in consequence of the works of the Company. Provided that in estimating any compensation payable for injury occasioned to him or them in consequence of the works of the Company the use and convenience of the accommodation and other works constructed or provided by the

Company for his or their protection shall be taken into account;

8. Subject to any reasonable bye-laws from time to time made by the Company and approved by the Board of Trade James Nicholson and his tenants agents and workmen and all other persons authorized by him or them on his or their behalf shall for ever for the purposes of the estates in Thelwall belonging to or reputed to belong to the said James Nicholson or any part thereof be entitled free from all dues and charges to abstract and use for manufacturing or agricultural purposes the water in the Canal and to empty surface drains and waste water therein Provided that nothing shall be done under this sub-section which shall in any way prejudicially affect the Canal or interfere with the working thereof; 15.

9. Subject to the provisions of this Act and the exercise of the powers hereby conferred upon the Company all grants rights powers privileges and customs heretofore granted to the said Lord of the Manor or of right used exercised or enjoyed by him and his predecessors in through or over the River Mersey or any part thereof are hereby reserved to him. 20

For the protection of  
Henry Stanton.

101.—The following provisions for the protection of Henry Stanton of Greenfield House Thelwall in the County of Chester his heirs and assigns or other the owner or owners for the time being of the estates in the township of Thelwall now belonging to him (all of whom are included under the expression "the Owner" when used in this section) shall apply unless otherwise agreed on in writing between the owner and the Company:— 25

1. The Company shall provide a wharf or landing place on each side of the Canal at a point near the road numbered on the deposited plans 379 in the township of Thelwall at which the owner and his tenants and workmen shall be at liberty to embark and land free from wharfage rates any farmyard or stable dung marl night-soil ash-pit refuse cinders or street sweepings to be used for the cultivation of his estates in Thelwall but the user of such wharves or landing places shall 35

- 5 be subject to the reasonable bye-laws from time to time  
made by the Company and approved by the Board of Trade  
for the regulation of wharves or landing places on the Canal  
The Company shall also construct and maintain suitable and  
sufficient road approaches for carts and horses to such  
wharves or landing places from the said road Number 379  
with gradients not steeper than one in thirty. Provided that  
10 the owner shall not make any claim for compensation for the  
loss of any existing wharfage rights by the execution of any  
works by this Act authorized but nothing in this Act shall  
prejudice the right of the owner and his tenants to any  
existing rights of wharfage on the River Mersey where the  
same shall remain open for navigation;
- 15 2. The Company shall construct contemporaneously with the  
said wharves and for ever afterwards maintain on the  
north side of the Canal a good and sufficient cart road to con-  
nect the road numbered on the deposited plans 408 in the  
township of Thelwall with the said road Number 379  
20 Such road to be constructed between the Canal and Work  
Number 9 and the owner and his tenants and all others on  
his or their behalf with his or their permission shall be  
entitled to the free user thereof in connection with his said  
estates for all purposes. And the owner his tenants agents  
25 and workmen and all other persons authorized by him or  
them on his or their behalf shall in common with any other  
persons authorized by the Company for ever be entitled free  
from all dues and charges whatsoever to pass and repass at  
all times on foot and for agricultural purposes with or  
30 without horses carts or carriages over and along any cart road  
which the Company constructs along the north side of the  
Canal from the said road Number 379 in a westerly direction  
to the nearest swing bridge provided by the Company over  
the Canal in the parish of Grappenhall;
- 35 3. The Company shall provide and for ever maintain at or near  
the said road Number 379 and in accordance with plans  
previously submitted to and subject to the reasonable  
approval of the owner a ferry across the Canal suitable for  
all descriptions of vehicular traffic and for carrying fifteen  
ton loads and shall at all times hereafter provide the

necessary labour and power to work and shall work the said ferry whenever required by night and by day for the use but not the exclusive use for foot passengers and cattle as well as vehicular and other traffic of and free from all toll and charge for the user thereof by the owner and his tenants agents 5 and workmen and all other persons on his behalf authorized by him. The Company shall also make and maintain proper and convenient approaches to the said ferry on both sides of the Canal with gradients not steeper than one in thirty and the right of constructing such approaches over any land 10 belonging to the owner required therefor and not being the site of the existing road shall be granted by the owner to the Company and shall be paid for by them to the owner at such price as shall be agreed or failing agreement as shall be settled by arbitration in the manner provided by the Lands 15

Clauses Acts :

4. The Company shall form and make the slopes and embankments of the Canal in the township of Thelwall between the said roads Numbers 378 and 408 so that the inclination of the southern slopes of the same shall not be steeper than 20 one foot in ten feet and the Company shall if required by the owner and to his reasonable satisfaction cover such last-mentioned portion of the said slopes and embankments with good soil to a depth of two feet at least and plant the same with suitable trees and shrubs. And no buildings except a 25 ferry house shall at any time be erected by the Company under the powers of this Act or of any Act incorporated herewith on the south side of the Canal between the eastern boundary of the township of Thelwall and the village of Thelwall without the consent of the owner unless the owner 30 shall dispose of or apply his land in the neighbourhood to commercial purposes ;
5. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present 35 drainage of the said estates belonging to the owner or the outfalls thereof or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense restore and make good such drainage or outfalls

and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of the owner And if the Company shall make default in so doing they shall pay the owner and his tenants full compensation for any damage or injury sustained by him or them or any of them by or in consequence of such default the amount of such compensation if not agreed to be settled by arbitration in manner provided by the Lands Clauses Acts for settlement of cases of disputed compensation And in particular the Company shall provide and maintain and utilize for the purpose of such drainage a good and sufficient drain or ditch on each side of the Canal from the point in the easterly direction where the Canal intersects the easterly boundary of the township of Thelwall to the point in the westerly direction where the Canal intersects the old river course with sufficient and suitable communications with the said river and proper flood valves such drains or ditches respectively to adjoin as nearly as may be the extreme boundary of the Company's property and to have a sufficient fall and the Company shall connect with such drains or ditches all the drains and brooks and other watercourses which are intersected by the Canal and the Company shall provide and maintain a quick or other sufficient fence on the outside of each of such drains or ditches the entire length of such drains or ditches ;

6. The Company shall without prejudice to anything contained in the last preceding sub-section to the reasonable satisfaction of the owner provide and maintain one or more culverts or syphons of sufficient size and suitable construction under the Canal at or near the point shown on the deposited plans as twenty-two miles one furlong and one chain to carry away the water from Thelwall Brook and Laskey Brook and the brook which now enters the Mersey opposite Greenfield House the residence of the owner and shall make and maintain proper connections with such culverts or syphons and such culverts or syphons shall be protected at the northern ends thereof respectively with efficient self-acting flood gates constructed so as to prevent the flood or other water in the River Mersey from backing up and flowing into such culverts or syphons and the said culverts or syphons shall be so constructed and

*The Manchester Ship Canal Act 1885.*

maintained that the flood water at the point where Thelwall Brook now enters the River Mersey shall never be more than six inches higher than the water in the River Mersey at the point opposite field numbered 410 on the deposited plans for the township of Thelwall and for the purpose of conveniently ascertaining the level of the water at the said two last-mentioned points the Company shall provide and maintain at such two points suitable gauges ;

7. Nothing in this Act shall prejudice abridge or defeat the claims of the owner to compensation in respect of any injury to any existing rights of water-power derived from water which now flows over the weir across the River Mersey opposite the field numbered 428 on the deposited plans in the township of Thelwall and called Thelwall Weir ;
8. Subject to any reasonable bye-laws from time to time made by the Company the owner and his tenants agents and workmen and all other persons authorized by him or them on his or their behalf shall for ever for the purposes of the owner's estates in Thelwall or any part thereof be entitled free from all dues and charges to abstract and use for manufacturing or agricultural purposes the water in the Canal and to empty surface drains and waste water therein Provided that nothing shall be done under this sub-section which shall in any way prejudicially affect the Canal or interfere with the working thereof ;
9. The Company shall if and so far as they lawfully can purchase and if required by the owner shall if and so far as they lawfully can resell to him when filled up as hereinafter mentioned at a price to be agreed or in case of difference to be settled by arbitration in the manner provided by the Lands Clauses Acts such part not already belonging to the owner as riparian owner or otherwise of the present bed of the River Mersey near Thelwall village as is situate to the south of the Canal and adjoins the owner's property and also any land in the township of Woolston and Marlinicroft between the River Mersey and the Canal lying to the east of an imaginary straight line drawn from the western boundary of the owner's property to a point where such

line would intersect the Canal at a right angle. Provided that if the Company purchase the part of the bed of the River Mersey and the land between the River Mersey and the Canal in this sub-section referred to the owner shall purchase the same from the Company if required by the Company so to do at a price to be agreed but in case of dispute to be settled by arbitration in manner before mentioned. Provided also that the Company may reserve a public right of way across the part of the bed of the River Mersey and the land in this sub-section referred to from and to a ferry across the Canal and also a right of way for the purpose of renewing and repairing any drains or watercourses constructed by or belonging to them ;

10. The owner shall have the right of pre-emption over all lands taken or purchased from him which may not be required by the Company for the purposes of the Canal and its incidental works or for the other purposes of the Company or to enable the Company to comply with the provisions of this Act at a price to be agreed upon or settled as provided by sub-section 3 of this section ;

11. The Company shall if and so far as they lawfully can and as soon as may be after constructing the diversion of the River Mersey Work Number 9 if required by the owner so to do fill up with proper materials to the level of the adjoining lands so much of the present bed of the River Mersey near Thelwall village as shall be situate to the south of the Canal putting at least two feet of good soil on the top. Provided that the Company may in filling up the same make such provision as they shall think necessary for the drainage of adjoining or neighbouring lands ;

12. In case of any difference arising between the Company and the owner as to any plans or the mode of executing any work under this section such difference shall be settled by an engineer to be appointed on the application of either party by the Board of Trade ;

13. Nothing in this section contained shall prejudice abridge lessen or defeat the right of the owner or his tenants to com-

pensation for land acquired from or injury occasioned to him or them by or in consequence of the works of the Company Provided that in estimating any compensation payable for injury occasioned to him or them in consequence of the works of the Company the use and convenience of the 5 accommodation and other works constructed or provided by the Company for his or their protection shall be taken into account.

For the protection of the Local Board of Lymm.

102.—For the protection of the Local Board of Lymm in the county of Chester (in this section called "the Local Board") the 10 following provisions shall have effect (that is to say) :—

1. The Company may purchase the whole or such part only of the sewage farm of the Local Board at Statham in the said county as the Company may think fit and for such price as may be agreed on between the Company and the Local 15 Board or in default of agreement as shall be settled by arbitration in manner hereinafter by this Act provided ;
2. If the Company purchase a portion only of the said farm they shall before entering into possession thereof convey to the Local Board an equal area of land adjoining the remaining 20 portion of the said farm and as nearly as may be equally suitable and convenient for enabling the Local Board by means of such area and portion to raise deal with and dispose of the sewage of and from their present district ;
3. If the Company purchase the whole of the said sewage farm 25 they shall before entering into possession thereof—
  - (a) Either convey to the Local Board an equal area of land and as nearly as may be equally suitable and convenient for the purposes aforesaid as the existing site ; or
  - (b) They shall pay to the Local Board such a sum as shall 30 enable them to acquire another sewage farm as nearly as may be equally suitable as their existing sewage farm to and for the purposes aforesaid and such sum shall be



5 sufficient to enable the Local Board to erect all such  
and the like buildings apparatus and machinery as being  
at the time of the said notice on the said farm shall be  
reasonably necessary for the said purposes and to make  
such sewers drains and roads and such approaches to  
the sewage farm so to be acquired as shall be reasonably  
necessary for the convenient user thereof for the  
purposes aforesaid and if the Local Board shall incur  
any increased annual cost in the working of such sewage  
10 farm to be purchased then the Company shall annually  
repay to the Local Board such increased annual cost ;

15 4. If the Company purchase the whole site of the said sewage  
farm and elect to pay the Local Board compensation therefor  
in lieu of providing them with another site they shall permit  
the Local Board to retain and use for the purposes aforesaid  
free of rent such portion of the said site not exceeding seven  
acres as the Local Board shall having regard to the require-  
ments of the Company reasonably select and for such time as  
the Local Board think fit not exceeding two years and a half  
20 from the date of service by the Company on the Local Board  
of the notice to treat for the purchase of the said site :

25 5. If the Company under the provisions of this section convey  
any land to the Local Board to be used for sewage purposes  
in lieu of their existing sewage farm or any portion thereof  
the Company shall also pay to the Local Board such sum as  
shall be reasonably necessary to enable them to adapt the  
same to and to render the same as nearly as may be equally  
convenient for the purposes aforesaid and such sum shall  
include compensation for the estimated annual increased cost  
30 (if any) in the user of the said land for the purposes aforesaid  
consequent on the change of sites such compensation to be  
the capitalized value at thirty years' purchase of such annual  
increased cost :

35 6. The value of any land conveyed by the Company to the Local  
Board shall unless otherwise agreed on between the Company  
and the Local Board be estimated at the price paid therefor  
by the Company and such value shall be paid by the Local  
3

Board to the Company or be allowed for in a settlement of account between them;

7. Any sum so paid to the Local Board as compensation for any such annual increased cost shall be applied by the Local Board only to such purposes as capital is properly applicable 5 and in the meantime shall be invested in or upon any securities in or upon which the Local Board are for the time being authorized to invest any sinking fund;
8. A receipt under the seal of the Local Board shall be a full discharge to the Company for any money therein stated to 10 have been received and the Company shall not be responsible for any loss non-application or mis-application thereof nor be obliged to see to the application thereof;
9. If any difference arise between the Local Board and the Company touching anything to be done or not to be done or 15 any money to be paid under or by reason of the provisions of this section such difference shall be settled by an arbitrator to be appointed by the Board of Trade;
10. The Company shall within six months after completion of the Canal provide a quay or landing place within the township 20 of Lymm at which the Local Board shall be at liberty to embark and land free from wharfage rates goods of all descriptions required for the sanitary purposes of the district of the Local Board and macadam in breakers or broken-up cinders gravel sand flags kerbs or other road material for the 25 use only of the Local Board. Provided that the Local Board shall not make any claim for compensation for the loss of any existing wharfage rights on the River Mersey by reason of the execution of any works by this Act authorized;
11. In the event of any works or operations of the Company 30 under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present drainage of any property belonging to the Local Board or of any roads under their jurisdiction or the outfalls of such property or the passage or escape of flood water 35 therefrom as freely as at present the Company shall at their own expense restore and make good such drainage roads or outfalls and provide for the passage or escape of such flood

water as freely as at present to the reasonable satisfaction of the Local Board and if the Company shall make default in so doing they shall pay the Local Board full compensation for any damage or injury sustained by them by or in consequence of such default;

5

10

12. If by reason of any increased traffic to or from any wharf of the Company in the township of Lymm it shall be found necessary to construct a new bridge at Statham Pools in lieu of the existing bridge there the Company will contribute to the expense thereof such a sum as the Chairman of the Quarter Sessions for the county of Chester shall fix and in fixing the amount he shall have regard to all the circumstances of the case including the advantages afforded to the district by the construction of such wharf.

15

13. The Local Board may with the consent of the Local Government Board apply the whole or any part of the purchase-money or any other money received from the Company under the provisions of this section to any purpose to which capital is properly applicable.

20

108.—For the protection of George Charnley Dewhurst and William Blinston and the trustees of the Will of Isaac Ridgway their and each of their heirs sequels in estate and assigns (all and each of whom are referred to and included under the expression "the Owners" where used in this section) the following provisions shall unless otherwise agreed on in writing between the owner and the Company have effect (that is to say):—

*For the protection of  
G. C. Dewhurst and  
others.*

30

1. The Company shall purchase all the lands of the owners situate in the township of Lymm between the northerly bank of the Canal and the right bank of the River Mersey if and so soon as they shall interfere with the present approaches thereto at such price as may be agreed on between the Company and the owners respectively or failing agreement as shall be settled by arbitration in the manner provided by the Lands Clauses Acts;

35

2. Each of the owners shall be entitled to construct subject to the provisions of this Act a wharf or landing place in the said township of Lymm on the south side of the Canal for the use free of wharfage rates and of Canal tolls of such owner and

his tenants servants and workmen for the conveyance of any farm yard or stable dung or of any marl night-soil ash-pit refuse cinders or street sweepings to and from any other land owned by such owner in the parish of Lymm and to be used for the cultivation of such land Provided that if the Canal 5 be so constructed as that any of the owners have no frontage thereto on the south side thereof in the said township the Company shall if so requested purchase from such of the other or others of the owners as shall be willing to sell the same such land as may be necessary for the construction of 10 such wharf or landing place and for an approach thereto sufficient for the convenient loading and unloading of such dung marl night-soil ash-pit refuse cinders or street sweepings and shall convey the same land to such owner and the price paid by the Company for such land shall be deducted from 15 any purchase money payable by the Company to the owner to whom such land shall be conveyed for any land purchased from him ;

3. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein 20 contained interfering with or prejudicially affecting the present drainage of any property belonging to the owners respectively or any of their respective lessees or tenants or the outfalls thereof or the passage or escape of flood water therefrom as freely as at present the Company shall at their own expense 25 restore and make good such drainage or outfalls and provide for the passage or escape of such flood water as freely as at present to the reasonable satisfaction of such owners respectively and their respective lessees and tenants And if the Company shall make default in so doing they shall 30 pay the owners respectively and their respective lessees or tenants full compensation for any damage or injury sustained by them or any of them by or in consequence of such default ;
4. Each of the owners shall have the right of pre-emption over 35 all lands on the south side of the Canal taken or purchased from him which are not required by the Company for the purposes of the Canal and its incidental works or to enable

the Company to comply with the provisions of this Act at a price to be settled as provided by sub-section 1 of this section ;

5 5. If any difference shall at any time arise between the Company and any of the owners touching the construction of this section or anything to be done thereunder or otherwise in relation thereto such difference shall unless otherwise expressly provided be referred to and determined by arbitration in manner hereinafter provided ;

10 6. Nothing in this section contained shall prejudice abridge or defeat the right of any of the owners or their respective tenants to compensation for land acquired from or injury occasioned to him or them for or in consequence of the works of the Company Provided that in estimating any  
15 compensation payable for injury occasioned to him or them in consequence of the works of the Company the accommodation and other works constructed or provided by the Company for his or their protection at his or their request shall be taken into account.

20 **104.**—For the protection of the estates of Rowland Eyles Egerton Warburton his heirs and assigns (who are in this section referred to as "the Owner") in the township of Warburton the following provisions shall unless otherwise agreed in writing have effect that is to say :—

For the protection of  
Rowland Eyles Egerton Warburton.

25 1. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present drainage of any property belonging to the Owner or the outfalls thereof the Company shall at their own expense restore and make good such drainage or the outfalls to the  
30 reasonable satisfaction of the Owner ;

2. The Owner shall have a right of pre-emption over all lands taken or purchased from the Owner in the township of Warburton lying to the south of the Canal and which shall not be required by the Company for the purposes of the Canal

or its incidental works or to enable the Company to comply with the purposes of this Act ;

3. Nothing in this Act contained shall prejudice or interfere with any existing rights of wharfage upon any land belonging to the Owner and adjoining the River Mersey in the township of Warburton so long as the said river shall remain available for traffic provided such rights be exercised subject to and in accordance with the bye-laws of the Company for the regulation of private wharves and if the present bed of the River Mersey between the points shown upon the deposited plans as being respectively twenty-four miles seven furlongs and twenty-five miles six furlongs from the commencement of the Canal shall be filled up by the Company the Company shall provide a wharf or landing-place at or near the bridge carrying the Rixton and Warburton Road over the Canal at which the Owner and his tenants and workmen shall be at liberty to embark and land free from wharfage rates any farm-yard or stable dung or any marl nightsoil ashpit-refuse cinders or street sweepings to be used upon or for the cultivation of the said estates but the user of such wharf or landing shall be subject to the reasonable bye-laws from time to time made by the Company and approved by the Board of Trade for the regulation of private wharves or landing-places :
4. No Canal tolls shall be demanded or taken for any farm-yard or stable dung marl nightsoil ashpit-refuse cinders or street sweepings to be used upon and for the cultivation of the estates of the Owner in the Township of Warburton or any part or parts thereof and carried on the Canal or river in any boat or vessel belonging to or hired by the Owner or his tenants servants and workmen.

For the protection of  
Lord Wismarleigh.

105.—For the protection of the estates of the Right Honorable John Baron Wismarleigh his heirs and assigns (who are in this section referred to as "the Owner") in the township of Warrington and in the respective townships of Rixton-cum-Glazebrook and Woolston and Martinscroft (hereinafter referred to as "the Rixton Estate") in the County of Lancaster the following provisions shall have effect unless

otherwise agreed on in writing between the owner and the Company (that is to say) :—

- 5      1. The owner shall have a right to wharfage on all lands belonging to him which shall adjoin the River Mersey both where diverted and otherwise subject to and in accordance with the bye-laws of the Company for the regulation of private wharves and also a right of user and frontage for all reasonable purposes in respect of land belonging to him which shall adjoin the new road or way to be constructed by the Company through Arpley Meadows from a point near the iron railway bridge near Arpley Station Warrington to Walton as shown on the deposited plans No Canal tolls or wharfage dues or charges shall be demanded or taken for any farmyard stable dung marl night-soil ash-pit refuse cinders or street sweepings to be used upon and for the cultivation of the Rixton Estate or any part or parts thereof and carried on the Canal or river in any boat or vessel belonging to or hired by the owner or his tenants servants and workmen ;
- 10      2. The owner shall be entitled to a ferry or passage across the Canal or river by boats for the use of the owner his servants tenants and workmen at or near the existing ferry near the Butchers' Field Locks or at such other point as shall be agreed upon between the owner and the Company and such ferry shall be free from all tolls dues and other charges whatsoever leviable by the Company and the Company shall if so required but at the cost of the owner and to his reasonable satisfaction construct the necessary slopes and approaches to the said ferry on each side of the Canal or river at or near the point aforesaid but such ferry shall at all times be used and worked subject to and in accordance with the bye-laws of the Company for the regulation of private ferries ;
- 15      3. The Company shall purchase the portion of Rixton Leys severed by the Canal on the south side thereof at a price to be agreed upon between the owner and the Company and in case of difference at such prices as shall be settled by arbitration in the manner provided by the Lands Clauses Acts ;
- 20      4. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting the present
- 25
- 30
- 35
- 40

drainage of any property belonging to the owner or the outfalls thereof the Company shall at their own expense restore and make good such drainage or outfalls to the reasonable satisfaction of the owner;

5. The owner as to all lands taken or purchased from himself and as to all severed lands in the townships of Lynton and Warburton taken or purchased from other landowners situate between the southern boundary of the Rixton Estate (so far as the same is co-extensive with the River Mersey) and the north bank of the Canal and which shall not be required by the Company for the purposes of the Canal or its incidental works or to enable the Company to comply with the purposes of this Act shall have the right of pre-emption at a price to be settled in case of difference by arbitration in manner aforesaid. Provided that as to all such severed lands such right of pre-emption shall be subject to any right claimed by any such landowners; 10
6. The Company where so required by the owner shall fence off the Canal from adjoining lands of the owner with a good and sufficient fence at least four feet six inches in height; 20
7. The Company shall at all times hereafter keep open as at present the navigation of the River Mersey below the point near the Butchers Field Weir at Rixton where the River is merged in the Canal and shall always keep open at this point a free communication between the River and the Canal and shall in respect of the portion of the river aforesaid do all such acts as at present devolve upon the Bridgewater Navigation Company; 25
8. If by reason of the execution of any of the works by this Act authorized the ordinary level of the River Mersey be raised the Company shall in so far as any Acts relating to the Company so require raise the banks of the said river and its tributaries to a corresponding extent; 30
9. The provisions of the section of this Act the marginal note whereof is " Owners may construct wharves " shall extend and apply mutatis mutandis to all lands of the owner abutting on any part of the river; 35
10. If any difference shall at any time arise between the Company and the owner touching the construction of this section



*The Manchester Ship Canal Act 1885.*

191

or anything to be done thereunder or otherwise in relation thereto such difference shall unless otherwise expressly provided be referred to and determined by arbitration in manner provided by "The Railways Clauses Consolidation Act 1845" with respect to the settlement of disputes by arbitration;

11. Nothing in this section contained shall prejudice abridge or defeat the right of the owner or his tenants to compensation for land acquired from or injury occasioned to him or them for or in consequence of the works of the Company. Provided that in estimating any compensation payable for injury occasioned to him or them in consequence of the works of the Company the accommodation and other works constructed or provided by the Company for his or their protection shall be taken into account.

106.—For the protection of the Flixton Urmston and South Barton Highway Board (in this section called "the Board") the following provisions shall have effect unless otherwise agreed on in writing between the Company and the Board (that is to say):—

For the protection of  
the Flixton &c.  
Highway Board.

1. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting any sewers or water-courses belonging to or under the control of the Board or any roads repairable by the Board the Company shall at their own expense restore and make good such sewers and water-courses and such roads to the reasonable satisfaction of the Board;
2. The Company shall provide one quay or landing place on the south side of the Canal at or near a point on the line of the Canal being twenty-nine miles and one furlong from its commencement as shown on the deposited plans at which the Board shall be at liberty to embark and land free from wharfage rates goods of all descriptions required for sanitary purposes within the district of the Board and macadam in breakers or broken up cinders slag gravel sand flags kerbs or other road material for the use only of the Board. Provided that the Board shall not make any claim for compensation for the loss of any existing wharfage rights by reason of the execution of the works by this Act authorized;

3. The Company shall provide in such position at or near the point on the line of the Canal being twenty-nine miles one furlong from its commencement as shown on the deposited plans as the Board and the Surveyors for the Hamlet of Higher Irlam shall reasonably approve and in accordance with plans previously submitted to and subject to the reasonable approval of the Board and the said Surveyors and for ever maintain a ferry across the Canal suitable for the conveyance of vehicles horses and cattle and shall at all times hereafter provide the necessary labour to work and shall work the said ferry by night and by day whenever required for the use of the public in accordance with bye-laws to be made and enforced under and according to the provisions of Part VIII. of this Act with respect to bye-laws ; 5  
Ct Act 1 1966 s7
4. The Company shall also make and maintain within the limits of deviation proper and convenient approaches to the said ferry on both sides of the Canal such approaches not to be of less width than thirty feet measured on the square with gradients of not less than one in thirty and to communicate with the existing roads in as direct a manner as shall be reasonably practicable ; 15 20
5. The Company shall also provide in such position at or near the point on the line of the Canal being thirty miles three chains from its commencement as shown on the deposited plans as the Board and the Surveyors of Highways for the combined Hamlets of Foxhill Boysnope and Salteye shall reasonably approve and in accordance with plans previously submitted to and subject to the reasonable approval of the Board and the last-mentioned Surveyors and for ever maintain a ferry across the Canal suitable for the conveyance of foot-passengers and shall at all times hereafter provide the necessary labour to work and shall work the said ferry whenever required by night and by day for the use of the public free of all tolls and charges in accordance with bye-laws to be made and enforced under and according to the provisions of Part VIII. of this Act with respect to bye-laws ; 25 30 35
6. The Company shall also make and maintain within the limits of deviation proper and convenient approaches to the said

ferry on both sides of the Canal such approaches not to be of less width than six feet measured on the square with easy gradients communicating with existing footways in as direct a manner as shall be reasonably practicable;

- 5 7. In the construction of Deviation Railway Number 5 (Work Number 21) the bridge for carrying the Road Number 23 on the deposited plans in the parish of Flixton shall have a width between the parapets of not less than thirty feet and approaches with gradients not less than one in twenty-five. *Repealed (U.P.) Act 41890 s. 21*

- 10 107.—For the protection of the Surveyors of Highways for the combined Hamlets of Foxhill Boysnope and Salteye (in this section called "the Surveyors") the following provisions shall have effect (that is to say):— *For the protection of the Surveyors of Highways of Foxhill &c.*

- 15 1. The Company shall provide one quay or landing-place on the north side of the Canal at or near a point on the line of the Canal being thirty miles from its commencement as shown on the deposited plans at which the Surveyors shall be at liberty to embark and land free from wharfage rates goods of all descriptions required for sanitary purposes of the said combined hamlets and macadam in breakers or broken up cinders slag gravel sand flags kerbs or other road materials for the use only of the Surveyors. Provided that the Surveyors shall not make any claim for compensation for the loss of any existing wharfage rights by reason of the execution of any of the works by this Act authorized;
- 20
- 25

- 30 2. The Company shall also provide in such position at or near the point on the line of the Canal being thirty miles and three chains from its commencement as shown on the deposited plans as the Surveyors and the Flixton Urmston and South Barton Highway Board shall reasonably approve and in accordance with plans previously submitted to and subject to the reasonable approval of the Surveyors and the said Board and for ever maintain a ferry across the Canal suitable for the conveyance of foot passengers and shall at all times hereafter provide the necessary labour to work and shall work the said ferry whenever required by night and by day for the use of the public free of all tolls
- 35

*The Manchester Ship Canal Act 1885.*

and charges in accordance with bye-laws to be made and enforced under and according to the provisions of Part VIII. of this Act with respect to bye-laws;

3. The Company shall also make and maintain within the limits of deviation proper and convenient approaches to the said ferry on both sides of the Canal such approaches to be of not less width than six feet measured on the square with easy gradients communicating with the existing footways in as direct a manner as shall be reasonably practicable;
4. If the Company stop up or interfere with any part of the footpath leading from Hulmes Bridge towards Saltey they shall at their own expense construct and provide on the north side of the Canal to the reasonable satisfaction of the Surveyors a substituted footpath in lieu of the part of the existing footpath so stopped up or abandoned.

15

For the protection of  
Barton Eccles  
Winton and Monton  
Local Board.

108.—For the protection of the Barton Eccles Winton and Monton Local Board (in this section called the Local Board) the following provisions shall have effect (that is to say):—

1. The diversion of the Bridgewater Canal forming work Number 8 by this Act authorized shall be so constructed as to give a clear width of not less than thirty feet to the roadway of Barton Lane where that lane shall pass under that work or under or through the abutments or embankments thereof;
2. The Company shall not except with the consent of the Local Board alter the existing level of any road repairable by the Local Board;
3. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting any sewers or watercourses belonging to or under the control of the Local Board or any roads repairable by the Local Board the Company shall at their own expense restore and make good such sewers and watercourses and make good such roads to the reasonable satisfaction of the Surveyor to the Local Board;

30

35

4. The Company shall provide one quay or landing-place with  
depôt or wharf conveniently situated within the district  
of the Local Board at which the Local Board shall be at  
liberty to embark and land free from wharfage rates goods of  
all descriptions required for sanitary purposes of such district  
and macadam in breakers or broken up cinders gravel sand  
flags kerbs or other road material for the use only of the  
Local Board. Provided that in estimating for the purpose of  
compensation the value of any land belonging to the Local  
Board taken by the Company under this Act the value of the  
land forming the site of the said quay and dépôt at the same  
price per square yard shall be deducted. Provided also that  
the Local Board shall not make any claim for compensation  
for the loss of any existing wharfage rights by reason of the  
execution of any works by this Act authorized ;
5. The Local Board may with the consent of the Local Govern-  
ment Board apply the whole or any part of any money  
received from the Company under the provisions of this  
section to any purpose to which capital is properly applicable.
- 109.—For the better protection of the Rural Sanitary Authority  
for the Union of Barton-upon-Irwell in the County of Lancaster in this  
section referred to as the "Rural Authority" the following provision  
shall have effect that is to say if the Company purchase take interfere  
with or prejudicially affect the whole or any part or parts of the land  
roads sewers outfalls and easements belonging to or enjoyed by the  
Rural Authority in connection with their sewage farm and situate  
at Flixton in the said County the Company shall make and  
pay to the Rural Authority pecuniary compensation for so  
doing so as to enable them to provide at their own expense land  
roads sewers outfalls buildings machinery and appliances equally  
efficient to raise deal with and dispose of sewage to the same  
extent and amount and for or from the same district or districts in all  
respects as the said land roads sewers outfalls and easements now  
belonging to or enjoyed by the Rural Authority together with such  
sum of money as shall be reasonably requisite to lay out the substi-  
tuted land in an appropriate manner and to place in position the  
substituted matters and things aforesaid (especially all machinery and  
appliances) when necessary and to meet any additional cost of working  
and maintaining the substituted matters and things aforesaid and the

*For the protection of  
the Rural Sanitary  
Authority of Barton-  
upon-Irwell.*

Company shall indemnify the Rural Authority against all claims damages fines charges and expenses which shall hereafter be made or imposed upon or incurred by them by reason of the execution of any of the works by this Act authorized and any dispute respecting any of the matters aforesaid shall be determined by arbitration in manner hereinafter provided The Rural Authority may with the consent of the Local Government Board apply the whole or any part of any money received from the Company under the provisions of this section to any purpose to which capital is properly applicable. 5.

For the protection of the Surveyors of Highways of Cadishead.

110.—For the protection of the Surveyors of Highways for the Hamlet of Cadishead (in this section called "the Surveyors ") the following provisions shall have effect (that is to say):— 10

1. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting any sewers or water- courses belonging to or under the control of the Surveyors or any roads repairable by the Surveyors the Company shall at their own expense restore and make good such sewers and watercourses and such roads to the reasonable satisfaction of the Surveyors; 15 20
2. The Company shall provide one quay or landing place on the north side of the Canal at or near a point on the line of the Canal being twenty-six miles and seven furlongs from its commencement as shown on the deposited plans at which the Surveyors shall be at liberty to embark and land free from wharfage rates goods of all descriptions required for sanitary purposes of the said hamlet and macadam in breakers or broken up cinders slag gravel sand flags kerbs or other road material for the use only of the Surveyors Provided that the Surveyors shall not make any claim for compensation for the loss of any existing wharfage rights by reason of the execution of any of the works by this Act authorized; 25 30
3. In the construction of the Deviation Railway Number 4 (Work . Number 20) the bridge to carry the said Railway over Liver- pool Road being the road numbered on the deposited plans 19 in the township of Barton-upon-Irwell shall have a clear 35

span of thirty-six feet measured on the square and a headway of not less than eighteen feet ;

4. In the construction of the said Deviation Railway Number 4 the Company shall not close any portion of Moss Lane unless and until they shall have constructed the new Road Work Number 28.

111.—For the protection of the Surveyors of Highways for the Hamlet of Lower Irlam (in this section called "the Surveyors") the following provisions shall have effect (that is to say):—

For the protection of the Surveyors of Highways for Lower Irlam.

1. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting any sewers or watercourses belonging to or under the control of the Surveyors or any roads repairable by the Surveyors the Company shall at their own expense restore and make good such sewers and watercourses and such roads to the reasonable satisfaction of the Surveyors ;

See (VP) Act 1  
1890 s. 27 (12)

2. The Company shall provide one quay or landing place on the north side of the Canal at or near a point on the line of the Canal being twenty-six miles and seven furlongs from its commencement as shown on the deposited plans at which the Surveyors shall be at liberty to embark and land free from wharfage rates goods of all descriptions required for sanitary purposes of the said hamlet and macadam in breakers or broken-up cinders slag gravel sand flags kerbs or other road material for the use only of the Surveyors Provided that the Surveyors shall not make any claim for compensation for the loss of any existing wharfage rights by reason of the execution of any of the works by this Act authorized ;

3. In the construction of Deviation Railway Number 5 (Work Number 21) the bridge for carrying the said Railway over Liverpool Road (being the road numbered on the deposited plans 36 in the township of Barton-upon-Irwell) shall have a clear span of not less than thirty-six feet measured on the square and a headway of not less than eighteen feet and approaches of the same width as the bridge and the gradients of such approaches shall not be steeper than one in thirty

Repeated  
(VP) Act 1 1890  
s. 21

such approaches to be constructed to the reasonable satisfaction of the Surveyors.

For the protection of the Surveyors of Highways of Higher Irlam.

112.--For the protection of the Surveyors of Highways for the hamlet of Higher Irlam (in this section called "the Surveyors") the following provisions shall have effect (that is to say):—

5.

1. In the event of any works or operations of the Company under this Act or the exercise of any of the powers herein contained interfering with or prejudicially affecting any sewers or watercourses belonging to or under the control of the Surveyors or any roads repairable by the Surveyors the Company shall at 10 their own expense restore and make good such sewers and watercourses and such roads to the reasonable satisfaction of the Surveyors;
2. The Company shall provide one quay or landing place on the north side of the Canal at or near a point on the line of the 15. Canal being thirty miles from its commencement as shown on the deposited plans at which the Surveyors shall be at liberty to embark and land free from wharfage rates goods of all descriptions required for sanitary purposes of the said hamlet and macadam in breakers or broken-up cinders slag 20 gravel sand flags kerbs or other road material for the use of the Surveyors. Provided that the Surveyors shall not make any claim for compensation for the loss of any existing wharfage rights by reason of the execution of any of the works by this Act authorized; 25
3. The Company shall provide in such position at or near the point on the line of the Canal being twenty-nine miles and one furlong from its commencement as shown on the deposited plans as the Surveyors and the Flixton Urmston and South Barton Highway Board shall reasonably approve and in 30 accordance with plans previously submitted to and subject to the reasonable approval of the Surveyors and the said Board and for ever maintain a ferry across the Canal suitable for the conveyance of vehicles horses and cattle



12-04-93

5 and shall at all times hereafter provide the necessary labour to work and shall work the said ferry by night and by day whenever required for the use of the public in accordance with bye-laws to be made and enforced under and in accordance with the provisions of Part VIII. of this Act with respect to bye-laws;

Repealed by  
Act A 1966  
S. 17(2)

10 4. The Company shall also make and maintain within the limits of deviation shown on the deposited plans proper and convenient approaches to the said ferry on both sides of the Canal such approaches to be of not less width than thirty feet measured on the square with gradients of not less than one in thirty and to communicate with the existing roads in as direct a manner as shall be reasonably practicable.

15 113.—Whereas the Justices of the Peace for the Counties Palatine of Lancaster and Chester respectively hereinafter referred to as “the said Justices” have jurisdiction over and are entrusted with powers and duties for the construction and maintenance of all County and Hundred bridges in the said Counties respectively and of the approaches thereto Therefore the following provisions are hereby made for the protection of the said Justices and shall notwithstanding anything contained in this Act or shown on the deposited plans and sections have effect unless otherwise agreed on in writing (that is to say) :—

For the protection of  
Justices of Counties  
Palatine of Lancaster  
and Chester.

25 1. If by reason of the exercise by the Company of any of their powers of diverting dredging scouring opening deepening widening straightening cleansing or improving the beds banks shores and channels of the Rivers Mersey and Irwell or either of them or in any other manner any damage shall be caused to the foundations or piers or any other part of any County or Hundred bridge for the time being under the jurisdiction of the said Justices or if any such bridge shall be rendered less safe for traffic then and in every such case and from time to time—

30 35 (a.) The Company shall repay to the said Justices all costs charges and expenses reasonably incurred by the said Justices in or about any strengthening alteration repair

*The Manchester Ship Canal Act 1885.*

or reconstruction of any such County or Hundred bridge which shall have been rendered necessary or expedient by the action of the Company; and

(b.) The Company shall fully indemnify and save harmless the said Justices and the inhabitants of the said Counties or any Hundred therein from and against all actions proceedings and claims consequent on or arising out of any damage to or interruption of traffic over any such County or Hundred bridge or any part thereof caused in the exercise of any of their powers or otherwise by the Company; and

(c.) A certificate under the hand of the Surveyor of Bridges for the said Counties respectively or of the Bridge Master as the case may be (verified by declaration under "The Statutory Declarations Act 1835" if so required by the Company) shall be conclusive evidence of the fact of damage to any such County or Hundred bridge or of any such County or Hundred bridge being rendered less safe for traffic; and

(d.) All costs charges and expenses and all sums payable by way of indemnity as aforesaid shall be recoverable by the said Justices from the Company by action in any Court of competent jurisdiction.

2. At least six months before commencing to alter remove or reconstruct or otherwise directly interfere with any such County or Hundred bridge the Company shall serve on the Clerk of the Peace for the County in which the same shall be situate a notice, accompanied by plans and sections (if applicable) and specifying distinctly and accurately the nature and description of the proposed works and during that period of six months the said Justices may serve a counter-notice on the Company objecting to the proposed works as likely to be unsafe or inconvenient or insufficient for the accommodation of the public and in that case it shall not be lawful for the Company to proceed with the proposed works until the matter of objection has been settled by agreement or by an Engineer to be appointed by the Board of Trade;

- 5        3. If the Company at any time substitute a swing or opening  
bridge for any existing County or Hundred bridge they shall  
at all times keep and maintain the same in good repair and  
condition and shall indemnify the said Justices and the  
inhabitants of the said Counties respectively or any Hundred  
therein from all liability in respect thereof and shall also keep  
a proper and sufficient staff to regulate the working of such  
swing or opening bridge with due regard to the safety and  
10       convenience of the public using the roadway thereof and shall  
cause every such bridge to be regulated worked and used  
accordingly;
- 15       4. Any bridge other than a swing or opening bridge reconstructed  
or substituted for an existing County or Hundred bridge by  
the Company under this Act shall not become maintainable  
and repairable by the said Justices or at the expense of the  
said Counties respectively or any Hundreds therein respectively  
unless and until it has been certified by the surveyor of  
Bridges or the Bridge Master to be properly constructed and  
20       fit for use as a permanent County or Hundred bridge and to  
be properly macadamised paved or metalled with properly  
constructed and paved footways Provided that if such  
Surveyor or Bridge Master refuses to grant a certificate within  
a reasonable time after being called on to do so by the  
25       Company then the Company may require the matter to be  
referred to an Engineer to be appointed by the Board of  
Trade who may either grant or refuse a certificate as having  
regard to the following provisions may appear just;
- 30       5. On such Certificate being given either by the said Surveyor or  
the Engineer appointed by the Board of Trade the bridge  
shall be taken over by the said Justices and become main-  
tainable and repairable as County or Hundred bridges are now  
by law maintained and repaired;
- 35       6. The alteration removal reconstruction or other interference  
with any County or Hundred bridge and the erection of any  
substituted bridge shall be executed by the Company in all  
respects under the superintendence and to the reasonable  
satisfaction of the Surveyor of Bridges or of the Bridge Master  
as the case may be and the said Surveyor Bridge Master and  
their respective assistants or other persons appointed by the

said Justices shall from time to time and at all times have full power to enter and inspect the progress and condition of the works of the Company to see that the provisions of this section are complied with ;

7. If traffic over any County or Hundred bridge shall be interrupted or interfered with by reason of the exercise by the Company of any of their powers the Company shall to the satisfaction of the said Justices provide and maintain a temporary bridge safe and sufficient for the accommodation of the public until the completion of the works affecting such County or Hundred bridge or of a substituted County or Hundred bridge as the case may be ;

8. Except when otherwise specially provided any matter or question by this section directed or authorized to be settled by arbitration shall be referred to and settled by an arbitrator or two arbitrators and an umpire in manner provided by and so as with respect to the mode and consequences of the reference and award to conform to the provisions respecting arbitration of "The Common Law Procedure Act 1854" and any Act amending the same and any such reference may be made a rule of Court on the application of either party and the costs of any such reference and award shall be in the discretion of the arbitrator or arbitrators or umpire ;

9. The Company shall give one month's notice in writing to the respective Clerks of the Peace for the Counties of Lancaster and Chester of the intention of the Company to apply for the confirmation of any bye-laws for regulating the opening or closing of the said bridges or any of them.

section of  
of the  
Act of

114.—Whereas the Justices of the Peace for the County Palatine of Chester have also jurisdiction over and are entrusted with powers and duties for the construction and maintenance of a certain road or causeway in the County of Chester known as Wilderspool Causeway therefore the following provisions for the protection of the said Justices shall notwithstanding anything to the contrary contained in this Act or shown on the deposited plans and sections have effect unless otherwise agreed on in writing (that is to say) :—

1. The Company shall provide and fix outlets through the walls on the Latchford side of the Dock at Warrington at such

5 intervals as may from time to time become necessary for the proper drainage of the surface of the said Wilderspool Causeway and to allow the free discharge of all flood water that may from time to time accumulate on the north-eastern side of the said Wilderspool Causeway and which now passes through the flood arches towards the River Mersey;

10 2. The said works shall be constructed and maintained to the reasonable satisfaction of the County Surveyor or Bridge-master and any case of difference shall be settled by an engineer to be appointed by the Board of Trade;

3. The Company shall provide and fix an outlet in the Dock wall for the water from Lumb Brook which passes under Black Lion Bridge and into the River Mersey of equal area to the arch under which the brook now passes;

15 4. The Company shall be liable for any damage that may be done to the said Wilderspool Causeway and the various floodways thereunder by reason of any prevention by the Company of the proper discharge of the surface and flood water.

20 All the powers and provisions enacted in the preceding clause the marginal note whereof is "For the protection of Justices of Counties "Palatine of Lancaster and Chester" for protection of the said justices shall apply and have effect in respect of the said Wilderspool Causeway as though the same were a county bridge.

25 115.—For the protection of the Right Honorable Wilbraham Baron Egerton of Tatton and the Trustees under the will of Wilbraham Egerton Esquire late of Tatton Park in the County of Chester deceased and other the owner or owners for the time being of the estates in the township of Salford and county of Lancaster (and which estates are in this section referred to as "the said estates") now belonging to him or 30 them all of whom are included in the expression "the Owner" when used in this section the following provisions shall apply to and be obligatory upon the Company:—

For the protection of the Lord Egerton of Tatton and others.

4  
(AW) Act 1888  
3.27

35 1. The plan signed in duplicate by Edward Leader Williams on behalf of the Company and Lord Egerton of Tatton on behalf of the Owner is in this section referred to as "the said plan";

2. Notwithstanding anything in this Act contained the Company shall not (except with the consent in writing of the Owner) enter upon take or use under the powers of this Act any part or parts of the said estates unless they purchase the whole of the lands forming part of the said estates shown on the said plan and thereon coloured respectively green and yellow; 5.
3. The Company shall not at any time (except with the consent in writing of the Owner) enter upon take or use under the powers of this Act any other part or parts of the said estates or of land formerly forming part of the said estates and out of which issues or issue a chief rent or chief rents payable to the Owner except such parts shown on the said plan and coloured respectively green yellow and red; 10
4. The powers of the Company for the compulsory purchase of the said lands shown on the said plan and coloured respectively green and yellow thereon shall not be exercised without the consent in writing of the Owner after the expiration of three years from the passing of this Act; 15
5. Section 16 of "The Lands Clauses Consolidation Act 1845" shall not extend or apply to or in relation to the compulsory purchase of any of the said lands, coloured respectively green and yellow on the said plan nor to the compulsory purchase of any of the said rents; 20
6. The Company shall not enter into possession or commence their works on any part or parts of the said estates shown on the said plan and coloured respectively green and yellow thereon until the amount of the purchase money to be paid to the Owner for the purchase of such part or parts of the said estates shall have been agreed upon or failing agreement shall have been settled in manner provided by the Lands Clauses Acts and until such purchase money shall have been actually paid to the Owner or in case of vacancy in trusteeship or other disability on the part of the Owner there shall not be any person able to give a legal discharge for such 25 30

5 purchase money actually paid into a bank to be approved of  
in writing by the person for the time being entitled to the  
income of the said estates or (in case he should be unable or  
unwilling to approve) into the Bank of England to the joint  
credit of the Trustees of the said will and the Company and  
if so paid into a bank the Owner shall be entitled to any  
interest allowed by the bank on such purchase money ;

10 7. The Company shall not enter into possession or commence  
their work on any part or parts of the said estates shown on  
the said plan and colored red thereon until the amount of the  
purchase money of the whole of the chief or ground rents  
15 issuing to the Owner out of such lands and such adjoining  
lands as hereinafter mentioned shall have been actually paid  
to the Owner or in case of vacancy in trusteeship or other  
disability on the part of the Owner there shall not be any  
person able to give a legal discharge for such purchase money  
20 actually paid into a bank to be approved of in writing by the  
person for the time being entitled to the income of the said  
estates or (in case he should be unable or unwilling to approve)  
into the Bank of England to the joint credit of the Trustees  
of the said will and the Company and if so paid into a bank  
the Owner shall be entitled to any interest allowed by the  
bank on such purchase money ;

25 8. The Company shall pay to the Owner as purchase money for  
all chief or ground rents and apportioned parts of chief or  
ground rents purchased by them and issuing out of the said  
estates or any part thereof such a sum or sums of money as  
will if invested in the public funds of Great Britain  
30 produce a yearly income equal to the yearly value of such chief  
or ground rents and apportioned parts of such chief or ground  
rents ;

35 9. In all cases in which where any chief or ground rent belonging  
to the Owner and issuing out of the said estates if apportioned  
under the Lands Clauses Consolidation Acts would leave the  
apportioned part of such chief or ground rent remaining  
payable to the Owner of a less annual value than twenty  
pounds the Company shall purchase at the price aforesaid  
the whole of such chief or ground rent from the Owner ;

10. The Owner shall have the right of pre-emption over all lands taken or purchased from him which may not be required by the Company for the purposes of their works or to enable them to comply with the provisions of this Act at a price to be agreed upon or failing agreement in the manner provided 5 by the Lands Clauses Acts;

11. Nothing in this section contained shall prejudice abridge or defeat the right of the Owner or his tenants to compensation for land acquired from or injury occasioned to him or them for or in consequence of the works or acts of the 10 Company.

Son of  
George  
Thomas

116.—The following provisions for the protection of the Messieurs George William and Thomas Goodwin (in this section referred to as the owners) shall apply and have effect unless otherwise agreed on in writing between the Company and the owners that 15 is to say:—

(a.) The Company shall not until after the expiration of eighteen calendar months from the date on which they shall serve on the owners notice that the Company require to purchase and take and are willing to treat for the land 20 buildings and premises of the owners known as the Ordsall Soap Works situate in the township of Salford and numbered 947 in that township on the deposited plans and as to the compensation to be made to them for any damages which may be sustained by them by reason of the execution of the works 25 be entitled to require or take or enter into the possession of such land buildings and premises or any part thereof or execute or commence any work thereupon or upon any part thereof or so near thereto as to injuriously affect the said land buildings and premises of the owners or any part thereof or the 30 full and free use and enjoyment thereof or of any part thereof by them for their business purposes or otherwise nor shall the Company within the aforesaid period of eighteen calendar months obstruct stop up alter vary interfere with or otherwise injuriously affect or permit or suffer to be obstructed stopped up 35 altered varied interfered with or otherwise injuriously affected



the street known as Ordsall Lane which constitutes the access or approach to the said land buildings and premises of the owners or the sewers or drains connected with or belonging or appurtenant to the same land buildings and premises or any part thereof;

5

(b.) Notwithstanding anything contained in Section 16 of the "Lands Clauses Consolidation Act 1845" the Company may serve the notice referred to in the previous sub-section at any time after the passing of this Act.

10 117.—For the protection of Thomas Chadwick of the Ordsall Hall Paper Mills Ordsall Lane Salford in the county of Lancaster paper manufacturer his heirs executors administrators and assigns or other the Owner or Owners for the time being of the said mills all of whom are included under the expression "the Owner" when used in  
15 this section the following provisions shall unless otherwise agreed in writing between the Owner and the Company have effect (that is to say):—

For the protection of Thomas Chadwick.

See (AW) Act  
1885 S.23

Act 1896  
S.10

20 1. If during or in consequence of the construction or user of any of the works by this Act authorized east of Trafford Road the Owner be injured in his business as a white paper manufacturer as carried on at the Ordsall Hall Paper Mills the Company shall fully compensate the Owner for such injury;

25 2. If in consequence of the user of the said works it shall be found to be impracticable for the Owner to carry on his said business at the said mills the Company shall if so required by the Owner by notice in writing proceed to acquire all his estate and interest in the lands buildings and machinery used therefor (including any vacant land adjoining thereto and occupied therewith) and shall pay such compensation as may  
30 be agreed on between the Owner and the Company or as failing agreement may be settled by arbitration according to the provisions of the Lands Clauses Acts and in the same manner as if the said lands buildings and machinery were being compulsorily acquired under those Acts Any such  
35 notice shall be served on the Company within seven years after the opening of the said works for traffic.

protection of  
navigation of  
river.

118.—The following provisions for the protection of the Mayor Aldermen and Citizens of the City of Manchester (in this section called "the Corporation") shall have effect unless otherwise agreed on in writing between the Corporation and the Company (that is to say)—

1. From and after the acquisition by the Company of the powers 5  
of the Mersey and Irwell Company under this Act and until  
the commencement of the Canal the Company shall (so far  
as those powers will enable them to do so) maintain the  
Mersey and Irwell Navigation (inclusive of its Branch Canals)  
between Hunt's Bank and Bank Quay and the locks and 10  
sluices connected therewith in an efficient condition and with  
such depth of water as to admit of the passage between the  
points aforesaid at all times hereafter until the commence-  
ment of the Canal of vessels now capable of using the exist-  
ing Mersey and Irwell Navigation Three months' notice of 15  
the intention of the Company to commence the Canal and  
close the navigation between the aforesaid points shall be  
given to the Corporation;
2. The Company shall at all times at their own cost maintain in  
efficient condition and working order the weirs sluices 20  
machinery appliances and apparatus now existing at or near  
Throstle Nest or which may hereafter be placed by the  
Company in the Irwell Upper Reach and cause the same to  
be duly opened and worked with a view to the better carrying  
off the flood waters of the River Irwell The Company shall 25  
in the construction of Work Number 4 upon the deposited  
plans in the parish of Manchester or of any other weir in the  
Irwell Upper Reach adopt such method of construction as  
shall be equal in efficiency in carrying off flood waters to the  
existing Throstle Nest Weir The Company shall exercise 30  
the powers of this Act and of the Mersey and Irwell Acts  
in such manner as not thereby to increase floods in the City  
of Manchester or to create any nuisance or unsanitary condition  
within the said city The Corporation shall be at liberty to  
apply to the Board of Trade who are hereby empowered to make 35  
an Order upon the Company to execute such works and do  
such acts within the powers by this Act conferred on the  
Company as shall be necessary for the purpose of giving  
effect to this sub-section;

See (A.W.) Act 1885  
S. 31

3. All works executed by the Company in the City of Manchester under the powers of this Act or the Mersey and Irwell Navigation Acts shall be carried out and executed to the reasonable satisfaction of the Corporation ;
- 5 4. Whenever in the execution of the powers in this Act contained it shall be necessary to alter or interfere with or disturb any of the sewers or drains or any of the gas water or other pipes belonging to the said Corporation such alteration in the position or otherwise of any such sewers or drains or of any 10 gas water or other pipes which may be required for the purpose of any works by this Act authorized shall be carried out by and under the direction of the said Corporation but at the reasonable expense in all respects of the Company and the cost of any such pipes which shall be rendered useless shall 15 be repaid by the Company to the said Corporation.
- 20 5. The Company shall at their own cost contemporaneously with the construction of the works authorized by this Act provide and execute within the limits of deviation shown on the deposited plans the accommodation works hereinafter specified under the heads (a) and (b) which shall be for the perpetual use of the Corporation their successors and assigns free from wharfage rates under this Act and shall be accepted in full satisfaction of all claims of the Corporation against the 25 Company for the loss of wharfage or for injuriously affecting any of their lands in the townships of Barton-upon-Irwell and Flixton and for the taking of their lands mentioned in sub-section (b) under the powers of this Act The Company will effectually provide for the carrying away from the aforesaid lands of the Corporation of all streams and water in as effectual a manner as is now done by the existing 30 rivers The Corporation reserve all rights of ownership in the solum or soil of the bed of the now existing rivers Irwell and Mersey or either of them except in relation to lands acquired by the Company under the powers of this Act ;
- 35 (a) A basin or lay-bye properly constructed with a water-depth of not less than twelve feet containing a water-space not less than one hundred and ten yards in length and twelve yards in width and with space for a wharf sufficient

for loading and unloading the vessels using such lay-bye (being not less than half-an-acre of land) to be placed upon the north-westerly side of the Canal in the township of Barton-upon-Irwell at a point to be agreed upon between the Surveyor to the Corporation and the Engineer of the Company the same to be provided with suitable access to a public road by and at the cost of the Company ; 5

- (b) The Company shall take the whole of the lands Numbers 73, 74, 75 and 76 in the township of Flixton and in lieu of pecuniary compensation for the same will on the south-easterly side of the Canal and at a point abutting on the public road either at Peaksnook or at Irlam Ferry as may be determined on by the Corporation provide a lay-bye properly constructed with a water depth of not less than twelve feet with land for wharfage which lay-bye and land shall be of the dimensions following viz: 15  
An area of land and water in such proportions as the Corporation may reasonably require equivalent to the area of the lands Numbers 73, 74, 75 and 76 as aforesaid The same shall be provided with suitable access to one of such public roads by and at the cost of the Company ; 20
6. The Company shall not interfere with the occupation road leading from Sandywarp Island numbered 43, 45 and 46 on the deposited plans in the township of Barton-upon-Irwell No lands not now entitled to use such road shall without the consent of the Corporation acquire that right by reason of the passing of this Act or anything done or to be done under the same ; 25
7. It shall be lawful for the Corporation to use vessels for the carriage or conveyance of any farmyard or stable dung or of any marl nightsoil ashpit-refuse cinders or street sweepings of the City of Manchester upon the Canal and the Irwell Upper Reach or any part thereof respectively and through Dock Number 3 into the Canal at Trafford Bridge without paying any tolls or dues whatsoever to the Company for such carriage or conveyance ; 30
8. It shall be lawful for any person to use any pleasure boat or boats upon the Irwell Upper Reach upon reasonable terms 35

and conditions to be prescribed by the Company or in case of difference arising to be settled by the Board of Trade ;

- 5 9. Reasonable means of crossing the Irwell Upper Reach by boats shall be allowed by the Company in such manner as may in case of difference be from time to time settled by an arbitrator to be appointed by the Board of Trade ;
- 10 10. The Corporation shall have a status to be heard before the Board of Trade upon all questions referred under the provisions of this section to the Board of Trade and to receive from the Company notice of all applications to the Board of Trade in reference thereto ;
- 15 11. If before the commencement of Work Number 3 the Corporation notify to the Company the intention of the Corporation to execute main drainage works the Company will in consideration of the payment in this sub-section mentioned permit such main drainage works to be carried by means of a culvert through and along any land of the Company forming either bank of the Canal between such points as the Corporation may reasonably require and also across the Canal and Canal works at a depth lower than the bottom thereof in a subway at such points as the Corporation may reasonably require. The right of constructing using and maintaining such culvert in perpetuity shall be granted to the Corporation upon payment by them to the Company of the purchase-money or price calculated at the rate of one thousand pounds per lineal mile of culvert and in that proportion for any fraction of a mile but the cost of constructing and maintaining the culvert shall be borne by the Corporation. The Corporation shall have the right so to place the culvert as that their sewage works may be worked on the principle of gravitation. The expression culvert shall include storm water overflows into the Canal or otherwise inspection shafts manholes and all other necessary appliances. Any works executed by or for the Corporation under this sub-section shall be executed contemporaneously with the Canal and shall not interfere with or affect the construction of the Canal or the works connected therewith and shall be such as will not interfere with or affect the future working of the Canal or the works con-
- 30 35
- 3

- needed therewith and shall so far as they affect any works or property of the Company be executed under the superintendence and to the reasonable satisfaction of the Company and in accordance with plans and sections to be previously submitted to and approved of in writing by the Company 5
- If for the purpose of constructing lay-byes docks or basins it shall become necessary to divert any part of such culvert the Corporation shall at their own cost divert the same on the Company providing at their own cost another and sufficient route for such diversion The Corporation shall at 10 all times maintain in efficient repair any culvert and works of the Corporation executed under this sub-section Provided that no such culvert be placed on the south bank of the Canal between Trafford Bridge and Hulme Locks or on the north bank of the Canal between Barton Bridge and Hulme Locks ; 15
12. In the construction of the Canal the Company shall at their own cost provide a subway with shafts through which the Aqueduct Number 12 authorized by "The Manchester Corporation Waterworks Act 1879" can be laid maintained and cleansed and such subway and other necessary works 20 required for the effectual working and maintenance of the pipes of the Corporation shall be made and constructed and at all times maintained at the like cost in an accessible condition to the reasonable satisfaction of the Engineer for the time being of the Corporation Before any works of the 25 Company affecting the said exercise of the rights and powers of the Corporation or the construction or maintenance of the said aqueduct and works shall be commenced by the Company a plan and section showing the intended works of the Company in relation to the said intended aqueduct and works 30 of the Corporation shall be furnished to the Corporation for the reasonable approval and sanction of their engineer who shall thereupon specify and describe the works reasonably requisite to be executed by the Company for the protection of the said aqueduct and the works of the Company shall subject 35 to the express provision of this Act be executed in accordance with such requirement and shall include such special works for carrying the said aqueduct and works of the Corporation under the Canal and works of the Company as shall be comprised in such requirement as aforesaid Provided 40 always that the Corporation shall pay to the Company

towards such cost such sum as the works of the Corporation would have cost in respect of construction and maintenance if the Canal had not been made. The Company shall at their own cost carry the existing water main or pipe of the Corporation at Barton Bridge in the township of Barton-upon-Irwell under the Canal when constructed to the reasonable satisfaction of the said engineer of the Corporation ;

5  
13. The Company shall contemporaneously with the construction of the Canal :

10 (a) Construct the Manchester Dock by this Act authorized in accordance in all respects with the deposited plans and complete and open the same contemporaneously with the opening of the Canal above Barton Bridge or any part thereof for traffic and provide as means of access thereto a waterway from the Canal of sufficient width and depth ; and

See (Aw) Act  
1885 s.31

15 (b) At all times after such construction dredge the Manchester Dock (including the River Irwell between the points upon the deposited plans marked respectively A opposite the Ordsall Print Works and B at Woden Street Bridge which constitutes a part of the Manchester Dock) so as to maintain the same at all times of the depth of twenty-six feet below the surface of the present level of the river above Throstle Nest Weir ;

20 (c) Construct the Basin or Dock Walls and the surface of jetties and the sheds constituting parts of the Manchester Dock with materials and workmanship at least equal to those used in the construction of similar parts of Dock Number 1 and Dock Number 2 :

25 14. For the purpose of Canal tolls and wharfage rates and charges the Manchester Dock including the portion of the River Irwell between Woden Street Bridge and Throstle Nest Weir shall be deemed part of the Canal ;

30 15. If any difference or dispute shall arise between the Company and the Corporation in relation to any matter act or thing to be done by the Company or the Corporation or otherwise arising out of the several preceding sub-sections or any of them the same shall be settled by the Board of Trade whose decision shall be binding on both parties ;

35

16. All orders and directions of the Board of Trade under the provisions of this section shall be enforceable on the application of the Corporation by writ of mandamus out of the Queen's Bench Division of the High Court of Justice;
17. The Company shall not without the consent of the Corporation in any part or to any extent whatever stop up obstruct or interfere with either temporarily or permanently Albert Place Albert Bridge Water Street Irwell Street Irwell Bridge Quay Street Atherton Street Camp Street Charles Street Prince's Bridge and Hampson Street or the streets 10 or roads Numbered respectively 82 and 126A upon the deposited plans and in the deposited books of reference all in the City of Manchester.

protection of  
ration of

119.—In the execution of the works and exercise of the powers by this Act authorized the following provisions for the protection of the Mayor Aldermen and Burgesses of the Borough of Salford (in this section called "the Corporation") shall have effect unless otherwise agreed on in writing between the Company and the Corporation (that is to say):—

15 Sec

(AW) Act 1866 s. 32

Act 1893 s. 12, 13

Act 1900 s. 22

1. The word "street" when used in this section shall include any street road highway lane bridge passage or place and the footways thereof respectively within the Borough of Salford;
2. The provisions of "The Railways Clauses Consolidation Act 1845" contained in sections 18 to 23 inclusive shall subject to the provisions of this Act extend and apply to the water and gas mains pipes and apparatus of the Corporation and in construing those sections for the purposes of this Act the word "Company" or "Society" shall respectively mean the Corporation and the words "The Railway" or "The Works" shall mean the works by this Act authorized;
3. The Company shall not break up any street or interfere with any sewer drain watercourse or any gas or water main pipe or apparatus of the Corporation until they shall have given to the Town Clerk ten clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas and

30

35



water mains pipes and apparatus proposed to be interfered with nor until the Corporation shall have signified their approval of the mode of executing the said works unless the Corporation do not within fourteen days after service of the said notice plans sections and particulars signify their approval or disapproval thereof or other their directions in relation thereto and the Company shall conform to all reasonable directions and regulations of the Corporation in the execution of the said works;

- 5
  - 10
  - 15
  - 20
  - 25
  - 30
  - 35
  - 40
4. Where the surface of any street has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorized the Company shall well and sufficiently and to the reasonable satisfaction of the Surveyor of the said Borough restore the surface so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration;
  5. All new streets and widenings of streets necessary for the construction of the works of the Company shall be formed sewered drained channelled kerbed paved flagged and completed to the reasonable satisfaction of the Corporation;
  6. Whenever it may be necessary to interrupt or interfere with any existing sewer or drain the Company shall before interrupting or interfering therewith construct according to a plan to be reasonably approved of by the said Surveyor another sewer or drain in lieu of and of equal capacity with the sewer or drain so proposed to be interrupted or interfered with and such sewer or drain or substituted sewer or drain shall be connected by and at the expense of the Company with any existing sewer or drain which may be interrupted or interfered with and in such manner and with such appliances as shall be sufficient to secure the passage of the sewage through such substituted sewer or drain as shall be reasonably approved by the said Surveyor and the cost (if any) of working such appliances shall be borne by the Company;
  7. If by reason of the execution of any of the powers of this Act the Corporation shall necessarily incur any cost in altering any existing sewer drain gas or water-main pipe or apparatus the Company shall repay to the Corporation such additional cost which shall be a debt due from the Company to the Corporation and be recoverable accordingly;

8. If by reason of the execution of any of the powers of this Act any increased length of sewers drains gas or water mains or pipes or any additional apparatus shall become necessary the same shall be forthwith constructed and laid by the Company upon such plan and in such manner as shall be reasonably approved of by the Corporation ;
9. The Company shall at all times maintain in good and efficient repair the banks of the Canal where situate within the Borough of Salford and if at any time the Company make default herein and for the space of fourteen days after they shall have received notice in writing from the Corporation of such default fail to commence the necessary works to remedy the same the Corporation may themselves execute and do such works and things as shall be reasonably necessary for such maintenance and recover the reasonable cost thereof from the Company ;
10. Nothing in this Act shall take away or prejudicially affect any right the Corporation may for the time being possess to discharge into the River Irwell any effluent water from any sewage works for the time being belonging to or used by them and any storm waters and if the Company do any act to prevent the exercise of or to prejudicially affect such right they shall provide other efficient outfall to the reasonable satisfaction of the Corporation for any effluent water which the Corporation but for the exercise of the powers of this Act might lawfully discharge into the River Irwell and for any storm waters ;
11. The Company will bear and on demand pay to the Corporation the expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by them for watching during the construction of any such sewer or drain gas or water-main or pipe as aforesaid so as to prevent as far as may be all interference obstruction danger and accident which may arise from any of the operations of the Company or from acts or defaults of their contractors or of any person or persons in their employment or otherwise ;
12. Nothing in this Act shall interfere with the rights or powers of the Corporation in relation to the making of new sewers and drains ;

- 5 13. The Company shall when required by the Corporation enclose with walls or suitable fencing all lands belonging to the Company not used in the construction of the works authorized by this Act in order to fence off the same respectively from any street adjoining ;
- 10 14. Before the Company interfere with Trafford Road except in so far as may be necessary for the construction of Works Numbers 29, 30, 31 and 32 they shall construct those works and complete the same for public traffic to the reasonable satisfaction of the Borough Surveyor ;
- 15 15. The Swing Bridge forming part of Work Number 29 and the opening bridge constituting Work Number 33 and all works connected therewith respectively shall at all times be maintained in good working order and condition by and at the cost of the Company and shall be under such management and control and be worked under such bye-laws and regulations for the equal safety and accommodation of the traffic over and through the said bridges and for the public safety and convenience as shall from time to time be agreed on between the Company and the Corporation or in case of difference as shall be determined on the application of either party by the Board of Trade ;
- 20 16. The said two Bridges shall not in any circumstances be open at one and the same time to the intent that the traffic using Trafford Road may when the Bridge (Work Number 33) is open pass round by means of the said Works Numbers 29, 30, 31 and 32 ;
- 25 17. The Company shall provide and maintain at points to be agreed on between the Corporation and the Company or in case of difference to be settled in manner aforesaid semaphores or other signals to be agreed or settled as aforesaid and shall work the same to the reasonable satisfaction of the Corporation so as to indicate to all persons desiring to pass over the said Bridge (Work Number 33) or the Swing Bridge forming part of Work Number 29 which road and bridge are available for traffic ;
- 30 18. The Company shall provide one quay wharf or landing place at a point in the Borough of Salford adjacent to the sewage
- 35

See (AW) Act  
1888 ss 15, 32.  
Repeated by  
1992 HRO  
Art 3 (4)

*The Manchester Ship Canal Act 1885.*

works and to be agreed on between the Engineers of the Corporation and the Company about one hundred feet in length and two hundred feet in depth but not to exceed half an acre at which the Corporation shall have the preferential but not the exclusive right free from wharfage rates to embark night-soil street sweepings and refuse collected by the Corporation as the Sanitary Authority for the said Borough and to embark and land goods of all descriptions required for sanitary purposes of the said Borough and macadam in breakers or broken up cinders gravel sand flags kerbs or 10 other articles for the use only of the Corporation;

See Act 1900  
s. 22(2)

19. The Company shall contemporaneously with the construction of the Canal provide within the limits of deviation shown on the deposited plans the following accommodation works which shall be for the perpetual use of the Corporation their 15 successors and assigns free from wharfage rates;

(a) A basin or lay-bye of the depth of the Canal having a water space not less than two hundred feet long and thirty-six feet wide and with space for a wharf sufficient for loading and unloading the vessels using such lay-bye 20 but not exceeding half an acre to be placed on the northerly side of the Canal between the points marked on the deposited plans twenty-eight miles and twenty-eight miles four furlongs at a point to be agreed on between the Engineers of the Company and the 25 Corporation;

ditto

(b.) A roadway not less than twenty-four feet wide and of easy gradient for the use but not for the exclusive use of the Corporation to connect the said basin or lay-bye with the land of the Corporation near Mee Brow; 30

20. The Company shall dredge that portion of the River Irwell which lies between Woden Street Bridge and Hunt's Bank so as to maintain in that portion as great a depth as shall be reasonably practicable having regard to all the circumstances;

21. The Company will effectually provide for the carrying away 35 from the lands of the Corporation of all streams and water in as effectual a manner as is now done by the existing rivers. The Corporation reserve all rights of ownership in the solum or soil in the bed of the now existing rivers Irwell and Mersey.

or either of them except in relation to lands acquired by the Company under the powers of this Act ;

- 5 22. The Corporation may have and use any vessels for the carriage and conveyance on any part of the Canal or Irwell Upper Reach and through Dock Number 3 into the Canal at Trafford Bridge of any night-soil stable manure street sweepings or refuse connected with the sanitary administration of the Borough of Salford without paying any dues to the Company for such carriage or conveyance ;
- 10 23. In addition to the quay wharf or landing-place and to the basin or lay-bye with space for a wharf to be provided under this section the Company shall provide with suitable means of access to public roads on the north side of the Canal three wharves at or near the following distances from the commencement of the Canal (that is to say):—
- 15 twenty-four miles twenty-six miles seven furlongs and thirty miles and also on the south side of the Canal two wharves at or near the following distances from the commencement thereof (that is to say):—twenty-seven miles five furlongs and twenty-nine miles and also either on the north or the south side of the Canal one wharf at or near the bridge
- 20 carrying the Rixton and Warburton Road over the Canal and the Corporation shall have the right but not the exclusive right to land at each of the said six wharves free of wharfage rates night soil street sweepings and refuse collected by the Corporation as the Sanitary Authority for the said Borough ;
- 25 24. The Company shall contemporaneously with the construction of the Canal :
- 30 (a) Construct the Salford Docks by this Act authorized and in accordance in all respects with the deposited plans and complete and open the same contemporaneously with the opening of the Canal above Barton Bridge or any part thereof for traffic ;
- 35 (b) Construct the Basin or Dock Walls and the surface of jetties and the sheds constituting parts of the Salford Docks with materials and workmanship at least equal to those used in the construction of similar parts of Dock Number 3.

25. If at any time hereafter the Corporation make application to Parliament for powers to construct any tunnel culvert or channel for carrying flood waters from the upper part of the River Irwell within the Borough of Salford to any point on the River or Canal or to construct any sluices or other appliances the Corporation may deem necessary for the relief of the flooding of the River Irwell the Company shall not oppose such application except upon matters of detail and shall render all reasonable facilities to the Corporation for the execution of the necessary works Provided that the Corporation shall not do any act under this sub-section which may prejudicially affect the undertaking of the Company; 5
26. All works to be executed by the Company under this section shall be so executed at the cost in all respects of the Company and to the reasonable satisfaction of the Corporation; 15
27. The Company shall from time to time pay to the Corporation all sanitary and municipal rates leviable by or payable to the Corporation upon the respective assessments of any lands or property shown upon the deposited plans or a proportion of such rates respectively from the time when such lands or property respectively are acquired by the Company until the Company's works are completed and assessed to such sanitary and municipal rates and the amount of such rates payable by the Company shall be computed according to the assessments of such lands or property in force at the time of such acquisition notwithstanding that the buildings thereon or forming part thereof may have been taken down Provided that if and when the amount of the rates payable by the Company in respect of any land or property shall exceed the amount of the rates payable thereon at the time of the acquisition of such lands or property the Corporation shall from time to time rebate to the Company the amount of such excess until the Corporation shall have thus rebated the whole amount of rates the Company shall have paid in respect thereof under the provisions of this sub-section; 20 25 30 35
28. In consideration of the provisions of this section the Corporation shall not make any claim for compensation for the loss of any existing wharfage rights by reason of the exercise by the Company of any of the powers of this Act; 40

- 5 29. In estimating for the purpose of compensation the value of any land belonging to the Corporation taken by the Company under this Act the value of the land forming the sites of the said quay wharf or landing place and of the said basin or lay-  
bye with space for a wharf at the same price per square yard shall be deducted ;
- 10 30. The Corporation and the Company may enter into agreements for any variation in the works to be done under this section or in the mode of executing the same ;
- 15 31. All orders and directions of the Board of Trade under the provisions of this section shall be enforceable on the application of the Corporation by writ of mandamus ;
- 20 32. If any difference arise between the Corporation and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised in the Borough of Salford or as to the mode of giving effect thereto such difference shall from time to time (unless otherwise agreed upon between the Corporation and the Company) be settled by an arbitrator to be appointed by the Board of Trade whose decision shall be binding on both parties and the cost of the reference shall be borne as directed.

120.—For the protection of the Lancashire and Yorkshire Railway Company (in this section called "The Lancashire and Yorkshire  
25 "Company") and in addition to any other provisions in this Act contained for their protection or for the protection of the Manchester Bolton and Bury Canal belonging to them (in this section called "the said Canal") the following provisions shall be observed and have effect:—

For protection of  
the Lancashire and  
Yorkshire Railway  
Company.

- 30 1. If by or in consequence of the execution of the works by this Act authorized or the exercise of the powers herein contained the Company shall lower the present level of the water in the Irwell Upper Reach they shall at their own cost  
35 execute all such works and do all such acts and things as shall be necessary to maintain and keep the approach from the said Canal to the Irwell Upper Reach in good working order and condition and of sufficient width and depth so that the same may at all times thereafter be navigable for vessels requiring a depth of at least six feet of water ;

2. If by or in consequence of the execution of any works of the Company within the Irwell Upper Reach any wharf quay or river walls or other works of the Lancashire and Yorkshire Company are undermined or otherwise rendered insecure or are injured in any way then and in such case the Company shall at their own expense forthwith on the request of the Lancashire and Yorkshire Company underpin and by all other necessary means repair the injury to the said wharf quay river walls or works; 5
3. The Company shall from time to time be responsible for and make good to the Lancashire and Yorkshire Company all losses costs damages and expenses which may be occasioned to them or to any of their works or property or to the traffic on the said Canal by reason of the lowering by the Company of the level of the water in the Irwell Upper Reach or the execution of such necessary works of repair or by reason of any such injury to any wharf quay or river walls or other works of the Lancashire and Yorkshire Company or of any wilful or negligent act or omission of the Company or of any person in their employ or of their Contractors or otherwise and the Company shall effectually indemnify and hold harmless the Lancashire and Yorkshire Company from all claims or demands upon or against them by reason of such lowering execution failure or injury or of any such act or omission and such costs damages and expenses may be recovered from the Company in any Court of competent jurisdiction; 10 15 20 25
4. Nothing in this Act contained shall prejudice alter or affect any right of the Lancashire and Yorkshire Company to take water for the supply of the said Canal from the River Irwell and in the event of any works or operations of the Company or the exercise of any of the powers herein contained interfering with or prejudicially affecting the exercise of any such right the Company shall pay to the Lancashire and Yorkshire Company full compensation for any damage or injury sustained by them by or in consequence of such interference the amount of such compensation if not agreed to be settled by arbitration in manner provided by the Lands Clauses Acts for the settlement of cases of disputed compensation; 30 35



- 5           5. Whether the Mersey and Irwell Navigation and the Bridge-  
water Navigation respectively become vested in or are  
acquired by the Company or not nothing in this Act shall  
prejudice alter or affect any provision now in force contained  
in any Act or Acts of Parliament relating to the said  
Manchester Bolton and Bury Canal or shall empower the  
Company to demand in respect of the traffic mentioned in  
"The Manchester Bolton and Bury Canal and Railway Act  
10       "1846" any tolls or charges other than those therein pre-  
scribed or provided for.

121.—The following provisions shall apply for the protection  
of the Company of Proprietors of the Rochdale Canal and their traffic  
(that is to say):—

For the protection of  
the Rochdale Canal  
Company and their  
traffic.

Su (BC) Act  
1 1904 s.17

- 15           1. From and after the sale and purchase under this Act of the  
Undertaking of the Mersey and Irwell Company or of that  
part thereof by this Act defined as "the Irwell Upper Reach"  
any obligations imposed on the Mersey and Irwell Company  
by the articles of agreement scheduled to "The Cheshire  
20       "Lines Act 1875" and by Section 7 of that Act shall be  
binding on the Company and enforceable as if the Company  
had been named therein instead of the Mersey and Irwell  
Company;
- 25           2. If at any time or times the Bridgewater Canal shall by reason  
of frost drought accident or of cleansings or repairings be  
unavailable for the passage of any vessels passing from or  
destined for the Rochdale Canal which would otherwise have  
used the Bridgewater Canal then and in every such case such  
vessels shall be at liberty to use and navigate the Canal and  
the Irwell Upper Reach between Runcorn and the entrance  
30       to Hulme Locks and for that purpose to pass through Dock  
Number 3 from or into the Canal into or from the Irwell  
Upper Reach paying to the Company in respect of such  
vessels and the cargo therein such tolls only as would have  
been payable in respect of such vessels and cargo if they had  
35       used only the Bridgewater Canal;

*The Manchester Ship Canal Act 1885.*

3. If the Company acquire the Mersey and Irwell Navigation they shall except during the time of any unavoidable interruption of traffic occasioned by the constructing of the works by this Act authorized maintain a navigation between Hunt's Bank and the Manchester Dock with approaches 5 to the locks on the Bridgewater Canal known as "the "Hulme Locks" and to the Manchester Bolton and Bury Canal sufficient for the passage of vessels requiring a depth of six feet of water and the existing towing path along such navigation between Albert Bridge and the Manchester Dock; 10
4. If the Company acquire the Bridgewater Canal from Castlefield to Runcorn the following provisions shall also have effect (that is to say):—
  - (A) The tolls payable at the Castlefield Lock under Section 2 of the Rochdale Canal Act (34 George III. 15 chapter lxxviii.) shall cease to be payable;
  - (a) The Castlefield Lock and the lock house and works thereunto respectively belonging shall be vested in the Company and the said lock and the works thereunto belonging and the toll-collector's residence and office to 20 be provided by the Company as hereinafter mentioned shall be maintained by the Rochdale Canal Company in an efficient state of repair. Provided that if they at any time or times fail to maintain the same the Company may at any time and from time to time repair the same 25 and recover the reasonable costs thereof from the Rochdale Canal Company with full costs by action in any Court of competent jurisdiction;
  - (c) For the purpose of maintaining the said lock and works the Rochdale Canal Company may use the short length 30 of Canal situate between the said lock and the junction therewith of the Castlefield Basin;
  - (d) The Company shall if and when required by the Rochdale Canal Company provide at or near Castlefield Lock suitable accommodation for a toll-collector's 35 residence and office for the use of the Rochdale Canal

Company at a reasonable rent not exceeding twenty pounds per annum.

5 (E) The Rochdale Canal Company shall have the control of  
the working of the said lock as though it formed part  
of the Navigation of the Rochdale Canal Provided that  
in the exercise of such control all traffic shall enjoy equal  
facilities and advantages on paying to the Rochdale Canal  
10 Company the rates other than the tolls abrogated by sub-  
section (A) of this present section and complying with the  
provisions of the Acts regulating the Navigation of the  
Rochdale Canal Company and with the rules and regu-  
lations duly made thereunder Provided further that if  
15 any preference or undue advantage be given to any  
traffic passing through or desiring to pass through the  
the said lock the Board of Trade may on the appli-  
cation of the Company divest the Rochdale Canal  
Company of such control and vest the same in the  
Company;

20 5. Except as otherwise expressly provided in this Act nothing  
herein contained shall prejudice alter abridge or affect any  
rights powers privileges estates or interests of the Company  
of Proprietors of the Rochdale Canal under any Act of  
Parliament or otherwise.

25 122.—The following provisions shall apply and have effect for  
the protection of the London and North Western Railway Company  
(that is to say) :—

For the protection of  
the London and North  
Western Railway  
Company.

Sec Act 1894  
s. 6

30 1. In this section the expression "the North Western Company"  
means the London and North Western Railway Company  
and the expression "principal engineer" means the prin-  
cipal engineer for the time being of the North Western  
Company and the expression "the Arpley Branch" means  
the Branch Railway of the North Western Company which  
connects the Warrington and Stockport Railway of that  
Company with the Birkenhead Lancashire and Cheshire  
35 Junction Railway;

(To) Act 1890 s. 19  
(UP) - - - s. 24  
Act 1949 s. 18(2)

*The Manchester Ship Canal Act 1885.*

2. If by or in consequence of any works or operations of the Company the existing low-water channel on the Lancashire side of the River Mersey known as the Garston Channel or Garston Deep shall be silted up or shifted or in any way affected so as to render the approach to the docks and basins of the North Western Company at Garston less safe efficient or convenient than it now is or if the approach or entrance to the North Western Company's docks at Widnes is rendered less safe efficient or convenient than it now is the Company shall make full compensation to the North Western Company in respect thereof the amount of such compensation to be determined by arbitration under or according to the provisions of the "Lands Clauses Consolidation Act 1845" and the Acts amending the same; 5 10
3. The Deviation Railways Number 1 and Number 3 respectively shall be constructed in such lines within the limits of deviation as shall be reasonably required by the principal engineer but (except as hereinafter expressly provided) shall not without the consent of the said engineer be constructed in any other lines or upon any other levels than those respectively shown on the deposited plans and sections and the Company shall not without the like consent alter the points of the commencement and termination of the said Deviation Railways or of the Deviation Railway Number 2 or of the Branch Railway Number 1 respectively as shown on the said plans; 15 20 25
4. Wherever the Deviation Railways Number 1 or Number 3 shall be constructed upon embankment exceeding fifteen feet in height the Company shall construct such embankment for the lower half of its height of rock or stone and shall construct the remainder of such embankment of good dry material; 30
5. Before the Company interfere in any way with the present Latchford Station on the Warrington and Stockport Railway or the access or approaches thereto they shall construct and complete a new substituted passenger and goods station of such character and with such suitable approaches sidings signals 35

See Act 1949  
S. 12 (3)

and other works and conveniences at such point on the Deviation Railway Number 3 as the principal engineer shall reasonably require;

- 5 6. The Company shall not in any manner alter take or interfere with the Moore Station on the North Western Company's main line or the works or conveniences connected therewith and if the Company alter the road numbered on the deposited plans 9 in the township of Moore in the parish of Runcorn for any purpose they shall interfere as little as possible with the access therefrom to the said station and during such interference shall at their own expense provide and maintain a good and sufficient access to the said station;
- 10
- 15 7. All bridges to be constructed by the Company for carrying any road whether public or private over either of the Deviation Railways or any existing Railway of the North Western Company shall have a clear headway throughout of not less than fourteen feet six inches from the level of the rails of such Railway and a clear span of not less than fifty feet measured on the square;
- 20
- 25 8. Notwithstanding any powers to the contrary in this Act contained the Company shall not convert into a swing or moveable bridge either of the existing bridges by which the North Western Company's Main Line the Arpley Branch and the Warrington and Stockport Railway are respectively carried over the River Mersey nor shall the Company interfere with or alter the said bridges without the consent of the North Western Company;
- 30
- 35 9. The Company shall before interfering with the present water troughs on the North Western Company's main line of Railway near Walton Junction or the supply of water thereto pay to the North Western Company the reasonable cost of constructing in such position as the principal engineer may reasonably think fit new water troughs in substitution for such present water troughs including the reasonable cost of altering and adapting the Railway for that purpose and also the reasonable cost of all such works as may be necessary for providing such new water troughs with

water equal in quality and in all other respects to the supply to the existing troughs;

10. The Company shall not interfere with the present pumping station of the North Western Company between Moore and Warrington and the Company shall execute all such works 5 as may be reasonably necessary for continuing as efficiently as at present the supply of water from the said pumping station to the North Western Company's stations and works and the Deviation Railway Number 2 shall be carried over the North Western Company's existing main line by 10 means of a bridge having a clear span of not less than twenty-five feet measured on the square and a clear headway throughout of not less than fourteen feet six inches above the level of the rails at the point of crossing;
11. The Company shall not without in every case the consent 15 in writing of the North Western Company under their common seal enter upon take use or interfere with any land or property of the North Western Company shown on the deposited plans of Deviation Railway Number 1 and lying on the east side of their existing main line or with the 20 properties numbered on the deposited plans of Work Number 11, 2 and 3 in the Parish of Warrington or with the properties numbered on sheet 11 of the deposited plans relating to additional lands 65 66 and 67 in the parish of Manchester; 25
12. Notwithstanding anything in this Act contained the Company shall not dredge the beds banks shores or channels of the River Irwell above the bridge over the same known as the Victoria Bridge in Manchester and before the Company dredge or excavate any portion 30 of the beds banks shores or channels of the River Mersey within one hundred yards of Runcorn Bridge or of the Rivers Mersey or Irwell within twenty yards of any other bridge which carries any Railway of which the North Western Company. are owners 35 or part owners over such rivers respectively the Company shall give to the North Western Company fourteen clear days' notice in writing addressed to the North

5 Western Company at their Easton Station specifying  
the place or places at which such dredging or excava-  
tion is to be executed and the time at which the same  
shall be commenced accompanied by plans and sections  
10 showing the position depth and extent of the intended  
dredging or excavation. And if prior to the expiration of  
such notice the North Western Company shall object to  
such dredging or excavation and thereof shall give notice  
to the Company in writing then the Company shall not  
15 proceed with such dredging or excavation until the Company  
and the North Western Company have agreed as to what  
dredging or excavation (if any) can be executed with due  
regard to the safety of any such bridge and the Railway  
carried over the same and in default of such agreement  
20 within fourteen days from the last-mentioned notice any differ-  
ence or dispute with regard to such dredging or excavation  
shall be determined by an Engineer to be appointed by the  
Board of Trade at the request either of the Company or the  
North Western Company. Provided always that nothing  
herein contained shall be construed to defeat abrogate or lessen  
any right or remedy (if any) the North Western Company  
have to recover from the Company full compensation for any  
injury occasioned by their works or operations to any such  
bridge or Railway and works or traffic thereon ;

25 13. Notwithstanding anything contained in this Act the Company  
shall not (except for the purpose of connecting the Deviation  
Railways No. 1 and No. 3 with the existing Railways of the  
North Western Company) take use or interfere with  
30 the Railways works lands or property of the North Western  
Company or with the traffic upon such Railways nor shall  
the North Western Company be required to abandon any  
portion of their existing Railways or works unless and until  
the Deviation Railways No. 1 and No. 3 together with all  
proper stations sidings apparatus works and conveniences  
35 connected therewith (1) have been in all respects completed  
to the reasonable satisfaction of the principal engineer  
and have been opened and used for goods traffic for  
a period of six months before the same are opened  
or used for passenger traffic and (2) have been

approved by the Board of Trade and (3) unless and until at the expiration of a further period of three months after the same have been approved by the Board of Trade have been further approved by the principal engineer or in case of difference by an engineer to be appointed by the Board of Trade as being in as good and workable a condition in all respects (reasonable wear and tear excepted) as when the same were so approved by the Board of Trade and as being in every respect consolidated and free from slips or subsidence and until such abandonment as aforesaid the 10 Deviation Railways Number 1 and Number 3 shall notwithstanding the vesting thereof in the North Western Company be maintained by or at the expense of the Company who shall also bear and repay to the North Western Company the cost of constructing working maintaining and removing 15 the temporary junctions signals or works required for the safe and convenient conduct of the traffic ;

14. All the works prescribed provided for or referred to in this section and all other works necessary and incident to the construction of the works by this Act authorized 20 or executed under the authority or in pursuance of any of the provisions of this Act and connected with or affecting the Railways works or property of the North Western Company or the Deviation Railways Number 1 and Number 3 or the Branch Railway Number 1 or the works connected 25 therewith respectively (all which works are hereinafter called the said works) shall be constructed in accordance with the provisions of this section and according to such plans sections and specifications as shall be previously submitted to and reasonably approved in writing 30 by the principal engineer and the Company shall not commence the construction of the said works until such plans sections and specifications have been so submitted and approved Provided always that if the principal engineer shall for the period of three months neglect or 50 refuse to approve such plans sections or specifications or shall disapprove the same then the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be



agreed upon or in default of agreement to be appointed, by the Board of Trade at the request of either the Company or the North Western Company ;

- 5 15. The said works shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the principal engineer and the Company shall pay the reasonable costs and charges incurred by the North Western Company in or about such superintendence or in or about the inspection or approval of plans sections or specifications as aforesaid and otherwise incidental thereto ;
- 10 16. The said works shall be constructed and executed so as not to obstruct impede or interfere with the free and uninterrupted and safe use of the railways sidings and works of the North Western Company or with the traffic thereon and if any such obstruction impediment or interference shall be caused or take place the Company shall forfeit and pay to the North Western Company the sum of two hundred pounds as ascertained damages for every hour or part of an hour during which such obstruction or interference shall continue in addition to and without prejudice to any remedy the North Western Company may have by injunction or otherwise ;
- 15 17. During the construction of the said works the Company shall bear and on demand pay to the North Western Company all reasonable expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that Company for watching their Railways and other works with reference to and during the execution of the said works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise ;
- 20 18. The Company shall in addition to any other payments damages or compensation to which the North Western
- 25 3
- 30 30

*The Manchester Ship Canal Act 1885.*

Company may be entitled under the provisions of this Act or the Acts incorporated therewith make full compensation to the North Western Company for all damages or injury which shall or may be sustained or suffered by them in consequence or by reason of the exercise of the powers of 5 this Act with respect to the said Deviation Railways and in respect of any additional expense to which that Company will be put in maintaining their Railways and works when deviated under the authority of this Act or consequent upon such deviations and also in respect of 10 any increased expense of working the traffic on their Railways (including signalling) in consequence of the Deviations of their Railways by this Act authorized and the compensation to be so paid shall be such a sum as shall failing agreement be determined by arbitration under or according to the pro- 15 visions of "The Lands Clauses Acts";

19. The Company shall at all times maintain the Canal and all the works connected therewith and incident thereto by which the same shall be carried under the lands Railways works and property of the North Western Company in 20 substantial repair and good order to the reasonable satisfaction in all respects of the principal engineer and if and whenever the Company fail so to do the North Western Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and 25 things as they may reasonably think requisite in that behalf and the sum from time to time certified by the principal engineer to be the reasonable amount of such expenditure shall be repaid to the North Western Company by the Company and in default may be recovered by them from the 30 Company with full costs in any Court of competent jurisdiction;
20. Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the North Western Company all costs damages and expenses which may be 35 occasioned to that Company or to any of their Railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of any of the Company's

- works or of any act operation or omission of the Company or of any of the persons in their employ or of their contractors and the Company shall effectually indemnify and hold harmless the North Western Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission;
- 5
21. The Company shall be primarily liable for any injury occasioned to any of the North Western Company's bridges works or traffic by vessels using the Canal but nothing in this subsection contained shall be deemed to relieve any other person from liability in respect of any such injury;
- 10
22. If within three years after the completion and opening of the deviations of their Railways the North Western Company shall require to widen alter or improve their Railways or works or any of them after the same have been deviated under the authority of this Act any additional cost which the North Western Company shall reasonably incur in executing any such widening alteration or improvement by reason of such deviation shall be paid and made good by the Company and the amount of such additional cost shall failing agreement be determined by arbitration as hereinafter provided;
- 15
23. Notwithstanding anything in this Act contained the North Western Company shall not be required to abandon or cease to use their existing Railways nor shall the traffic thereon be obstructed in any manner whatever unless and until the Board of Trade shall have certified that two-thirds at least of the Canal by this Act authorized have been completed;
- 20
24. Any difference which may arise between the Company and the North Western Company under this section or with reference thereto shall (unless the settlement thereof is otherwise provided for) be from time to time settled by arbitration in the manner provided by "The Railway Companies Arbitration Act 1859" for the settlement of disputes by arbitration and for the purposes of any such arbitration the Company shall be deemed to be a Railway Company;
- 25
25. The Company and the North Western Company may agree for any variation or alteration in the provisions of this
- 30
- 35

*The Manchester Ship Canal Act 1885.*

section or in the works in this section provided for or in the manner in which the same shall be executed ;

26. Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the North Western Company otherwise than is herein expressly provided. 5

conversion  
-idea of the  
N Western  
any over  
ny and Irwell  
gation.

123.—Notwithstanding anything contained in the Act local and personal 9 and 10 Victoria chapter 261 "The Manchester and Salford "Extension Railway Act 1851" "The Warrington and Altrincham "Junction Railway Act 1851" and "The Warrington and Altrincham 10 "Junction Railway Act 1853" or any of them the Company shall not by reason or in consequence of their becoming possessed of or entitled to by purchase or otherwise under the powers of this Act the undertaking of the Mersey and Irwell Company or any of the powers rights and privileges of that Company be entitled to require the North 15 Western Company to convert any of the bridges of the North Western Company from fixed bridges to swivel or opening bridges Provided nevertheless this provision shall not in any way prejudice or affect the rights and interests of the Mersey and Irwell Company under any of the above-recited Acts until the time of the actual sale of the under- 20 taking of that Navigation Company to the Company under the powers in this Act contained.

protection of  
-est Western  
ndon and  
Western  
J Company

124.—The following provisions shall apply and have effect for the protection of the Great Western and London and North Western Railway Companies as joint owners of the Birkenhead Railway (that 25 is to say):—

See also agreement with  
LONDON & GWR  
of February 1893

1. In this section the expression "the two Companies" means the Great Western Railway Company and the London and North Western Railway Company and the expression "principal engineer" means the principal engineer for the 30 time being of the two Companies ;
2. Between the points marked on the deposited plans as indicating one furlong and three furlongs from the commencement of the Deviation Railway Number 2 that Railway shall be constructed in a straight line ; 35
3. The Company shall not make the Junction Railway of a steeper gradient than that shown on the deposited sections

5 thereof and if in constructing the junction between the  
Junction Railway and the Branch Railway of the London  
and North Western Railway Company which connects the  
Warrington and Stockport Railway of that Company with  
the Birkenhead Railway (hereinafter called the Arpley  
Branch) it shall be necessary to interfere with the existing  
junctions known as the Walton Junctions North and South  
the Company shall remove and re-construct such existing  
10 junctions in such position as shall be reasonably approved  
by the principal engineer ;

4. Wherever Deviation Railway Number 2 and the Junction  
Railway shall be constructed upon embankment exceeding  
fifteen feet in height the Company shall construct such  
embankment for the lower half of its height of rock or stone  
15 and shall construct the remainder of such embankment of  
good dry material ;

5. Notwithstanding anything shown on the deposited plan the  
Company shall not enter upon take use or interfere with  
for the purposes of the Junction Railway any property  
of the two Companies lying on the east side of the Arpley  
Branch and the Railway of the two Companies and the  
Company shall only acquire so much of the land belonging  
20 to the two Companies as is actually required for the con-  
struction of the Junction Railway ;

25 6. Notwithstanding anything contained in this Act the Company  
shall not (except for the purpose of connecting the  
Deviation Railway Number 2 and the Junction Railway with  
the existing Railways of the two Companies or either of them)  
take use or interfere with the Railways or works of the two  
Companies or with the traffic upon such Railways nor shall the  
30 two Companies be required to abandon any portion of  
their existing Railways or works unless and until the Devia-  
tion Railways Number 1 and Number 2 and the Junction  
Railway together with all proper stations sidings apparatus  
works and conveniences connected therewith (1) have in all  
35 respects been completed to the reasonable satisfaction of the  
principal engineer and have been opened and used for goods  
traffic for a period of six months before the same are opened

or used for passenger traffic and (2) have been approved by the Board of Trade and (3) unless and until at the expiration of a further period of three months after the same have been approved by the Board of Trade have been further approved by the principal engineer or in case of difference by an engineer to be appointed by the Board of Trade as being in as good and workable a condition in all respects (reasonable wear and tear excepted) as when the same were so approved by the Board of Trade and as being in every respect consolidated and free from slips or subsidence and until such abandonment as aforesaid the Deviation Railway Number 2 and the Junction Railway shall notwithstanding the vesting thereof in the two Companies be maintained by or at the expense of the Company who shall also bear and repay to the two Companies the cost of constructing working maintaining and removing any temporary junctions signals or works required for the safe and convenient conduct of the traffic;

7. Wherever the Deviation Railway Number 2 and the Junction Railway cross the existing Railway of the two Companies they shall be carried across the said existing Railway by means of bridges and all bridges to be constructed by the Company for carrying any Railway or any road whether public or private over either Deviation Railway Number 2 or the Junction Railway or any existing Railway of the two Companies shall have a headway throughout of not less than fourteen feet six inches from the level of the rails of such Railway and a clear span of not less than fifty feet measured on the square;
8. All the works prescribed or provided for in this section and all other works necessary and incident to the construction of the works by this Act authorized affecting the property and works of the two Companies or the Deviation Railway Number 2 or the Junction Railway or the works connected therewith respectively (all which works are hereinafter called "the said works") shall be constructed in accordance with the provisions of this section and according to such plans sections and specifications as shall be previously submitted to and reasonably approved in writing by the principal engineer and the Company shall not commence the

construction of the said works until such plans sections and specifications have been so submitted and approved. Provided always that if the principal engineer shall for the period of three months neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed by the Board of Trade at the request of either the Company or the two Companies ;

9. The said works shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the principal engineer and the Company shall pay the reasonable costs charges and expenses incurred by the two Companies in or about such superintendence or in or about inspection or approval of plans sections or specifications as aforesaid and otherwise incidental thereto ;

10. The said works shall be constructed and executed so as not to obstruct impede or interfere with the free and uninterrupted and safe use of the Railways and sidings of the two Companies or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall forfeit and pay to the two Companies the sum of two hundred pounds as ascertained damages for every hour or part of an hour during which such obstruction or interference shall continue in addition to and without prejudice to any remedy the two Companies may have by injunction or otherwise ;

11. During the construction of the said works the Company shall bear and on demand pay to the two Companies all reasonable expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by the two Companies for watching their Railway and the works thereof with reference to and during the execution of the said works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their

contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise ;

12. The Company shall in addition to any other payments damages or compensation to which the two Companies 5 or either of them may be entitled under the provisions of this Act or the Acts incorporated therewith make full compensation to the two Companies and each of them for all damages or injury which shall or may be sustained or suffered by the two Companies or either 10 of them in consequence or by reason of the exercise of the powers of this Act with respect to the Deviation Railways Number 1 and Number 2 and Junction Railway and in respect of any additional expense to which the two Companies or either of them will be put in maintaining their Rail- 15 ways and works when deviated under the authority of this Act or consequent upon such deviation or by reason of the raising of the water in the rivers Gowy and Weaver or either of them and also in respect of any increased expense of working their traffic (including signalling) in consequence of the 20 deviations of their Railways by this Act authorised and the compensation to be so paid shall be such a sum as shall failing agreement be determined by arbitration under or according to the provisions of the Lands Clauses Acts.
13. If at any time or times hereafter by reason or in consequence 25 of the construction of the works of the Company by this Act authorized or any of them or any operations of the Company the overflow or discharge of surface and subsoil drainage flood tidal or other waters from any drain or watercourse belonging to or repaired or maintained by the two Companies shall be 30 in any way impeded or obstructed or rendered less efficient than heretofore or if the passage or escape of such surface and subsoil drainage flood tidal or other waters from such drains or watercourses as freely as heretofore shall be impeded or prejudicially affected the Company shall at their 35 own expense at the request of the two Companies and as often as occasion shall require and to the reasonable satisfaction of the two Companies restore and make good such drainage or outfalls and shall execute all such works as may be



5 necessary to provide for the passage or escape of such  
surface and subsoil drainage flood tidal and other waters  
and to remedy every such impediment and obstruction to  
the outflow or discharge of the water as aforesaid so as to  
10 secure for the future the escape of such water in as effectual  
a manner as heretofore to the reasonable satisfaction of the  
two Companies and shall indemnify the two Companies  
against and repay to them any damages costs losses or  
expenses which they may incur or be put to by reason of  
15 such impediment or obstruction as aforesaid And it shall  
be lawful for the two Companies and all persons appointed  
by them on their behalf at all reasonable times to inspect  
any of the works or operations of the Company executed  
under or in pursuance of this section and to ascertain that  
the provisions of this section have been and are being  
complied with ;

14. Notwithstanding anything in this Act contained the Company  
shall not without the written consent of the two Companies  
20 dredge any part of the bed banks shores or channels of the  
River Weaver or the estuary thereof within fifty yards  
of the viaduct carrying the Railway from Chester to  
Warrington over the River Weaver and should any opera-  
tions of the Company affect in any way the stability of the  
viaduct or the safety of the Railway the cost of making  
25 good such injury shall be paid by the Company ;

15. The Company shall at all times maintain the Canal and all  
the works connected therewith and incident thereto by  
which the same shall be carried under the Railway works  
and lands of the two Companies in substantial repair and  
30 good order to the reasonable satisfaction in all respects of  
the principal engineer and if and whenever the Company  
fail so to do the two Companies may make and do in and  
upon as well the lands of the Company as their own lands  
all such works repairs and things as they may reasonably  
35 think requisite in that behalf and the sum from time to time  
certified by the principal engineer to be the reasonable  
amount of such expenditure shall be repaid to the two  
Companies by the Company and in default may be recovered

by them from the Company with full costs in any Court of competent jurisdiction ;

16. Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the two Companies all costs damages and expenses which 5 may be occasioned to them or to their Railway works or property or to the traffic thereon or otherwise by reason of the execution or failure of any of the Company's works or of any act or omission of the Company or of any of the persons in their employ or 10 of their contractors and the Company will effectually indemnify and hold harmless the two Companies from all claims and demands upon or against them by reason of such execution or failure and of such act or omission ;
17. If within three years after the completion and opening 15 of the Deviation Railways the two Companies shall require to widen their Railway after the same has been deviated under the authority of this Act any additional cost which the two Companies shall reasonably incur in executing such widening by reason of the construction of such deviation 20 shall be paid and made good by the Company and the amount of such additional cost shall failing agreement be determined by arbitration as hereinafter provided ;
18. Notwithstanding anything in this Act contained the two Companies shall not be required to abandon or cease to use 25 their existing Railways nor shall the traffic thereon be obstructed in any manner whatever unless and until the Board of Trade shall have certified that two-thirds at least of the Canal by this Act authorized have been completed ;
19. Any difference which may arise between the Company 30 and the two Companies under this section or with reference thereto shall (unless the settlement thereof is otherwise provided for) be from time to time settled by arbitration in the manner provided by " The Railway Companies Arbitration Act 1859 " for the settlement of 35 disputes by arbitration ;
20. The Company and the two Companies may agree for any variation or alteration in the provisions of this section or in

the works in this section provided for or in the manner in which the same shall be executed ;

- 5 21. Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the two Companies or either of them otherwise than is herein expressly provided.

125.—The following provisions shall apply and have effect for the protection of the Cheshire Lines Committee (hereinafter called the Committee) that is to say :—

*For the protection of the Cheshire Lines Committee.*

- 10 1. The Deviation Railways Numbers 4 and 5 shall respectively be constructed throughout in such lines within the limits of deviation as shall be reasonably required by the principal engineer for the time being of the Committee (hereinafter referred to as the principal engineer) but shall not without
- 15 the consent of the said engineer be constructed in any other lines than those respectively shown on the deposited plans and the viaducts over the Canal shall be constructed for four lines of rails ;

*See (VP) Act 1  
1890 S. 25*

- 20 2. Inasmuch as in the construction of the Deviation Railways Numbers 4 and 5 respectively it will become necessary to alter and interfere with stations on the Railway of the Committee the Company before causing any such interference shall construct and complete new substituted stations with suitable approaches sidings signals and other works and conveniences
- 25 on the Deviation Railways Numbers 4 and 5 respectively ;

3. All bridges to be constructed by the Company for carrying any road whether public or private over either of the Deviation Railways Numbers 4 and 5 shall have a headway of not less than fourteen feet six inches from the level of the rails of
- 30 such Railway and shall have a span of not less than fifty feet measured on the square ;

4. The Company shall provide such substituted sidings and siding accommodation as may be reasonably required by the principal engineer in lieu of any sidings or siding accommodation which may be taken altered or interfered with in
- 35 the construction of any of the works authorized by this Act ;

- (5.) All the works prescribed or provided for in this section and all other works necessary and incident to the construction of the works by this Act authorized affecting the property and works of the Committee or the Deviation Railways Numbers 4 and 5 or the works connected therewith respectively (all which works are hereinafter called "the said works") shall be constructed in accordance with the provisions of this section and according to plans sections and specifications as shall be previously submitted to and reasonably approved in writing by the principal engineer and the Company shall not commence the construction of the said works or enter upon or interfere with any land works or property belonging to or used by the Committee until such plans sections and specifications have been so submitted and approved. Provided always that if the principal engineer shall for the period of two months neglect or refuse to approve such plans sections or specifications or shall disapprove the same then the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed by the Board of Trade at the request of either the Company or the Committee;
6. The said works shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the principal engineer and the Company shall pay the reasonable costs incurred by the Committee in or about such superintendence or in or about inspection or approval of plans sections or specifications as aforesaid;
7. The said works shall be constructed and executed so as not to obstruct impede or interfere with the free and uninterrupted and safe use of the Railways and sidings of the Committee or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall forfeit and pay to the Committee the sum of one hundred pounds as ascertained damages for every hour or part of an hour during which such obstruction or interference shall continue;

- 5 8. During the construction of the said works the Company shall bear and on demand pay to the Committee all reasonable expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by the Committee for watching their railways and the works thereof with reference to and during the execution of the said works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise ;
- 10
- 15 9. Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Committee all costs damages and expenses which may be occasioned to the Committee or to any of their Railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's Railway and the works in connection therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Committee from all claims and demands upon or against them by reason of such execution or failure and of such act or omission ;
- 20
- 25 10. Any difference which may arise between the Company on the one hand and the Committee or the several Companies forming that Committee on the other hand under this section or with reference thereto shall (unless the settlement thereof is otherwise provided for) be from time to time settled by arbitration in the manner provided by " The Railway Companies Arbitration Act 1859 " for the settlement of disputes by arbitration ;
- 30
- 35 11. The Company and the Committee may agree for any variation or alteration in the provisions of this section or in the works in this section provided for or in the manner in which the same shall be executed ;

12. Notwithstanding anything contained in the hercinbefore  
recited Act intituled "The Mauchester Sheffield and  
" Lincolnshire Railway (Extension to Liverpool) Act 1865 " 5  
the Company shall not by reason or in consequence of their  
becoming possessed of or entitled to by purchase or other-  
wise under the powers of this Act the undertaking of the  
Mersey and Irwell Company or any of the powers rights and  
privileges of that Company be entitled to require the Com-  
mittee to convert the two bridges which respectively carry 10  
the Railways of the Committee over the rivers Mersey and  
Irwell from fixed bridges to swivel bridges Provided never-  
theless that this provision shall not in any way prejudice or  
affect the rights and interests of the Mersey and Irwell  
Company until the time of the actual sale of the under-  
taking of that Company to the Company under the powers 15  
in this Act contained ;

13. Nothing in this Act contained shall extend to prejudice alter  
or take away any of the rights privileges or powers of the  
Committee otherwise than is herein expressly provided.

protection of  
Humphrey de  
Baronet and  
Trafford Estate.

126.—Notwithstanding anything in this Act contained to the 20  
contrary the following provisions shall apply and have effect for the  
protection of Sir Humphrey de Trafford Baronet and his assigns and  
successors in title (who are hereinafter referred to as " the Owner ")  
and of his estates in the townships of Barton-upon-Irwell and Stretford  
in the County of Lancaster hereinafter called " The De Trafford 25  
" Estate " (that is to say):

See  
(5W) Act 1888 s. 25  
Act 1893 s. 27

1. The Company shall not without the consent of the Owner  
take any of the lands belonging to the Owner abutting or  
situate on the south side of that portion of the Canal between  
Barton Bridge on the west and Trafford Bridge on the east 30  
except such as shall be actually required for the construction  
of the Canal or any portions of the lands numbered in the  
deposited plans 267 269 and 273 in the township of Barton-  
upon-Irwell except so much as is coloured red on the plan  
marked " H.T. " hereinafter referred to ; 35
2. The Company shall not without the consent of the Owner  
take or use any other lands belonging to the Owner except

such lands as may be required for the purpose of the construction of the Canal and works connected therewith and for the deposit of spoil. The Company shall not take compulsorily from the Owner any lands required only for the purpose of deposit of spoil over which the Owner may be willing to grant an easement for that purpose under the powers of this Act upon such terms as may be agreed on between the Owner and the Company or as failing agreement shall be settled by arbitration under the provisions of the Lands Clauses Acts for the settlement of cases of disputed compensation. All spoil shall be deposited in accordance with plans and sections to be agreed upon or in default of agreement to be settled by arbitration in manner aforesaid ;

3. The inclination of the slope of the south bank of the Canal between Barton Bridge on the west and Trafford Bridge on the east shall not be flatter than two horizontal to one vertical and the edge of such slope shall form and be the boundary of Trafford Park and of that portion of the De Trafford Estate situate on the south side of the aforesaid part of the Canal and for that purpose the Company shall take acquire and purchase all such lands belonging to other landowners situate between the present boundary of the park and estate and the south side of the Canal as shall be necessary for the purpose aforesaid and shall sell or give the same in exchange to the Owner at such prices or for such considerations as shall be agreed on between the Owner and the Company or failing agreement as shall be settled by arbitration in the manner aforesaid ;

4. The Company shall not without the consent of the Owner take any land of the Owner other than that coloured red on the plan marked "H. T." and initialed by the Right Honourable William Edward Forster Chairman of the Committee of the House of Commons to which the Bill for this Act was referred except for deposit of spoil as herein provided. The Company shall not without such consent as aforesaid take or use for the deposit of spoil any land other than that coloured brown on the said plan. The Company shall sell or give in exchange to the Owner the land coloured yellow on the said plan as provided by sub-section 3 ;

5. Before commencing any works between Barton Bridge and Trafford Bridge the Company shall erect and construct and for ever after maintain to the reasonable satisfaction of the Owner within fifteen feet of the edge of the proposed slope of the south bank of the Canal between Barton Bridge and 5 Trafford Bridge a substantial and unclimbable wall not less than nine feet high with such and so many convenient gates or doors in or through such wall as may be reasonably necessary which wall and the site thereof shall be the property of the Owner. The said space between the said wall and the 10 edge of the slope of the south bank of the Canal when completed shall also be the property of the Owner subject to a right of the Company to use the same for all purposes in the construction of the Canal and the executing of all necessary repairs after the Canal is completed. Provided 15. always that in case the Owner his lessees tenants or servants shall at any time remove any part of such wall the responsibility of fencing off any openings so made from the land adjoining such wall and from the Canal shall be taken over by the Owner and shall continue until any such openings be 20 done away with and the original wall restored by him to its former state and condition;
6. The Company shall also construct and for ever after maintain to the reasonable satisfaction of the Owner between the Canal or other land belonging to the Company and the De Trafford 25 Estate wherever the same adjoin or abut upon each other a good and efficient fence not less than four feet six inches high having such proper and convenient gates as the Owner may require;
7. The Owner may at any time and from time to time construct 30 on his land adjoining or fronting to any part of the Canal such lay-byes side-basins wharves and landing-places with suitable entrances and access from the Canal as he may desire for the use free of wharfage dues of the Owner his agents tenants servants and workmen. Provided that any 35 works executed by or for the Owner under this subsection shall not interfere with or affect the working of the Canal or diminish the available width thereof and shall



5 . be executed under the superintendence and to the reasonable  
satisfaction of the Engineer of the Company and in accord-  
ance with plans and sections to be previously submitted to  
and approved of by the Company. If any difference arise  
between the Company and the Owner such difference shall be  
settled by an engineer to be appointed on the application of  
any one of the parties in difference by the President for the  
time being of the Institution of Civil Engineers and the costs  
of the arbitration shall be borne as he shall direct;

10 8. The Company shall upon land to be provided for the purpose  
by the Owner construct and for ever maintain to the  
reasonable satisfaction of the Owner a wharf or landing  
place at each of the following places namely:—At or near  
15 the fields numbered 87 106 129 135 136 279 and 282 on the  
deposited plans in the township of Barton-upon-Irwell and  
also at or near the field numbered 954 in the township of  
Stretford and the Owner his agents tenants servants and  
workmen may use the said wharves or landing places  
20 free of all dues or charges for any farmyard or stable  
dung or for any marl nightsoil ashpit-refuse cinders or  
street sweepings carried to or from the said De Trafford  
Estate or any part or parts thereof and to be used for the  
cultivation thereof and shall also upon land to be provided in  
25 the like manner construct approaches to such wharves or  
landing places for the convenient loading and unloading of  
such dung marl nightsoil ashpit-refuse cinders and street  
sweepings sufficient to enable carts to go from the adjoining  
land of the Owner alongside and to be loaded and unloaded  
directly from and into boats;

30 9. No canal tolls shall be demanded or taken for any farmyard  
or stable dung or for any marl nightsoil ashpit-refuse cinders  
or street sweepings carried on the Canal in any boat or vessel  
belonging to or hired by the Owner or his tenants provided  
that such farmyard or stable dung marl nightsoil ashpit-  
35 refuse cinders or street sweepings be used for the cultivation  
of lands belonging to the Owner and situate within the  
townships of Barton-upon-Irwell and Stretford;

10. The Company shall provide by suitable culverts drains and  
other works to the reasonable satisfaction of the Owner

for the drainage of his property as efficiently as at present where the existing drainage or the outfalls thereof shall be interfered with by the works and operations of the Company under this Act or the exercise of any of the powers therein contained ;

5.

11. If any part or parts of the River Irwell which is bounded on either side by land of the Owner or which lies between Barton Bridge and Trafford Bridge on the south side of the proposed Canal shall become disused for the purposes of navigation by reason of the construction of the proposed 10. Canal the Company shall if required by the Owner fill up the bed of the same or any part thereof and make the same level with the adjoining lands and fit for agriculture to the reasonable satisfaction of the Owner upon such terms and conditions as may be agreed on between the Owner and the 15. Company or as failing agreement shall be settled by arbitration in manner hereinbefore provided and shall in every such case where the bed of the said river does not already belong to the Owner acquire and purchase the same and sell or give the same in exchange to the Owner if he so require for such 20. prices and for such considerations as may be agreed on or failing agreement as may be determined by arbitration in the manner hereinbefore provided ;
12. Subject to any reasonable bye-laws from time to time made by the Company and approved by the Board of Trade the 25 Owner his agents tenants servants and workmen and all other persons authorized by him or them shall for ever hereafter for the use of such parts of the De Trafford Estate as are legally entitled to take the waters of the River Irwell or any part thereof be entitled free from all dues and charges to 30 abstract and use for manufacturing or agricultural purposes the water in the said Canal and to empty surface water and waste water therein provided that nothing shall be done under this sub-section which shall in any way prejudicially affect the Canal or interfere with the working thereof ; 35
13. The Company shall not be entitled or authorized to construct or maintain the said Canal or any part thereof or any of the

works by this Act authorised in such a manner as to be injurious to health;

- 5 14. Notwithstanding anything in this Act to the contrary the limits of vertical deviation upwards in the portion of the proposed Canal at and eastward of the intended lock at Irham shall not exceed three feet;
- 10 15. The swing bridge to be constructed by the Company in substitution for the existing Barton Bridge shall be made to turn by hydraulic power in not more than one minute and a-half of time and shall not be kept open at any one time for a longer period than ten minutes under a penalty of not less than forty shillings and not exceeding five pounds for any occasion on which any such bridge is kept open beyond the time herein mentioned and such penalty may be recovered by
- 15 any person aggrieved in any court of summary jurisdiction :
- 25 16. Nothing in this section contained shall prejudice abridge or defeat the right of the Owner or his tenants to compensation for land or easement acquired from or injury occasioned to him or them for or in consequence of the works of the Company.

127.—The Company so far as they lawfully can or may shall permit all mine water which now flows or hereafter shall flow from all or any mines whether opened or unopened and collieries after the same has been brought to the surface to flow by gravitation into the

30 Canal.

Provision as to mine water flowing into Canal.

#### PART V.

#### DUES, &c.

128.—The Company may from time to time demand and take for or in respect of every vessel in the respective classes specified in the Third

Ship dues.

Schedule to this Act on entering and on leaving the Canal or the Canal Works any sums not exceeding the dues specified in the second column of that Schedule with respect to such classes respectively. Provided that in respect of every such vessel which shall remain in the Canal or the Canal Works beyond the number of days specified in the third column 5 of that Schedule with respect to such classes respectively the Company may demand one halfpenny per register ton of such vessel for every day such vessel shall so remain and every day entered on but not completed shall be deemed a day. The said dues are in this Act referred to as "Ship Dues."

10

Tolls on cargo &c.  
carried on Canal.

129.—The Company may from time to time demand and take for or in respect of all passengers and cargo mentioned in the Fourth Schedule to this Act which shall enter or leave the Canal at its commencement near Eastham or by any other means of communication between the Canal and the River Mersey or the estuary thereof below 15 the site of the existing Old Quay Docks at Runcorn and be carried thereon in any vessel the following tolls that is to say if not carried beyond the site of the said Old Quay Docks the rates specified in the fourth column of that Schedule if carried beyond the site of the said Old Quay Docks for any distance but not beyond a 20 point on the Canal situate forty chains east of the entrance to the Warrington Dock the tolls specified in the fifth column of that Schedule and if carried beyond the last-mentioned point for any distance the tolls specified in the sixth column of that Schedule and as to all such cargo as is not specified in the said Schedule the Company 25 may demand and take a toll equal to the toll for the time being payable in respect of cargo of a similar nature package and quality and every such toll shall be payable by the owner or consignee of the goods. The said tolls are in this Act referred to as "Canal Tolls."

See Act 1950  
S. 15

Irwell Upper Reach  
tolls.

130.—The Company may subject to the provisions of this 30 Act demand and take in respect of all cargo carried in any vessel on any part of the Irwell Upper Reach between Woden Street Bridge and Hunt's Bank a toll for the use thereof not exceeding three pence per ton and a proportionate sum for any greater or lesser weight. The said tolls are in this Act called "Irwell Upper Reach Tolls" 35 Provided that cargo in respect of which Irwell Upper Reach Tolls

shall be chargeable under this section shall not be subject to any further toll in respect of the carriage thereof in the same vessel into or in any of the docks Number 1 Number 2 and Number 3 hereby authorized or through the said dock Number 3 into or from the Canal at 5 Trafford Bridge Provided also that the Company shall not demand or take in respect of any vessel or of the cargo carried in any vessel passing from or to the locks on the Bridgewater Canal known as "the " Hulme Locks " over or across the Irwell Upper Reach to or from the entrance of the Manchester Bolton and Bury Canal into the 10 River Irwell a greater toll for the use of the Irwell Upper Reach than two pence for every ton of such cargo and a proportionate sum for any greater or lesser weight Provided further that light or empty vessels shall be at liberty to pass one way between the extreme points before mentioned or any intermediate places toll free For the purposes 15 of this section fractions of a quarter of a ton shall be deemed a quarter of a ton.

131.—In respect of all cargo entering or leaving the Canal at the entrance locks thereto at Eastham and which is not liable under the provisions of the sections of this Act the marginal notes whereof are 20 respectively "Tolls &c. on cargo carried on the Canal" and "Wharfage Rates" to the payment of the Canal tolls specified in the fourth fifth or sixth columns of the Fourth Schedule to this Act and to Wharfage Rates the Company may demand and take a lockage toll not exceeding four pence per ton For the purposes of this section fractions 25 of a quarter of a ton shall be deemed a quarter of a ton.

Lockage toll at Eastham Locks on traffic not paying Canal tolls and wharfage rates.

132.—The Company may from time to time demand and take for all passengers and cargo mentioned in the first column of the Fourth Schedule to this Act which shall be embarked or landed, shipped unshipped or transhipped received or delivered within the Canal 30 or Docks or the Irwell Upper Reach or any portion of the Mersey and Irwell Navigation or of the Runcorn and Lutchford Canal which may remain open for traffic elsewhere than at a private wharf constructed and used by any owner or occupier under and in accordance with the provisions of this Act any sums not exceeding the several 35 rates specified in the third column of that Schedule and as to all such cargo as is not specified in the said Schedule the Company may demand and take a rate equal to the rate for the time being payable in respect of cargo of a similar quantity and weight and every such rate shall be payable by the owner or consignee

Wharfage rates.

Amended by  
S. 15/50  
See Act 1950  
S. 15

of the cargo. The said rates are in this Act referred to as "Wharfage Rates." Provided that the charge for tipping coal cannel slack blend shale slag coke and cinders shall not with the wharfage rate for the time being charged exceed three pence per ton.

Special provisions as to tolls.

133.—The Company may charge the Canal tolls lockage tolls 5 and wharfage rates respectively as tolls and rates for—

- (a) Cargo not leaving the River Mersey;
- (b) Cargo carried coastwise;
- (c) Cargo carried to or from parts beyond the seas;

and may further charge such tolls and rates for each such class of cargo 10 as tolls and rates for—

- (d) Cargo inwards;
- (e) Cargo outwards;

Provided that no tolls or rates so to be charged exceed the maximum tolls and rates by this Act authorized and provided also that 15 such tolls and rates be charged equally to all persons in respect of all cargo falling within the same class or description using or carried on the same section of the Canal and subject to the same tolls and rates and in the like circumstances.

Tolls for local traffic.

134.—The Company may subject to the provisions of this Act 20 demand and take in respect of every ton of cargo carried in any vessel on the Canal but not entering or leaving the same at its commencement near Eastham or at any of the other communications between the Canal and the River Mersey or the estuary thereof a toll for the use of the Canal at the rate of not exceeding one penny 25 halfpenny per ton per mile and a proportionate sum for any lesser distance or for any greater or lesser weight Provided that for all cargo carried on the Canal for a less distance than three miles the Company may demand and take toll under this section as for three miles For the purposes of this section fractions of a mile shall be 30 deemed a mile and fractions of a quarter of a ton shall be deemed a quarter of a ton Provided that the Company shall not under this section demand or take in respect of any cargo carried in any vessel on any part of the Canal between the existing Docks and Basins at Weston Point and the existing Old Quay Docks at Runcorn any higher toll 35 than one penny per ton on lime and three pence per ton on any other description of cargo.

Tolls on coals &c. in certain vessels not leaving the Mersey.

135.—The Canal tolls or Irwell Upper Reach tolls on coal cannel slack blend shale coke cinders and salt when carried in vessels not leaving the mouth of the River Mersey and not exceeding five hundred 40

tons burthen shall be at the rate of not exceeding one halfpenny per ton per mile whether inwards or outwards provided that the maximum charge for any distance shall not exceed ten pence per ton and no ship dues shall be charged on such vessels and no lockage toll shall be charged on such cargo and no charge shall be made for the return of any such vessel in ballast or empty For the purposes of this section fractions of a mile shall be deemed a mile and fractions of a quarter of a ton shall be deemed a quarter of a ton.

136.—From and after the acquisition by the Company of the Duke of Bridgewater's Canal and the works in connection therewith or any part thereof they shall not levy or charge any higher tolls rates or charges for the use thereof in respect of coal cannel slack blend shale coke and cinders than are at present charged by the Bridgewater Company to the public generally in respect of the same articles.

*Charges for coal on the Bridgewater Canal to remain the same after transfer of the Undertaking.*

137.—From and after the acquisition by the Company of the Bridgewater Undertaking and the works in connection therewith or any part thereof the tolls rates or charges for the use thereof in respect of traffic of any description shall not be higher than the lowest tolls rates or charges for the time being made for the use of the Canal in respect of traffic of the like description passing between the same places.

*Charges on the Bridgewater Undertaking not to be higher than on the Canal.*

138.—If any communication or communications between the Canal and the Bridgewater Canal at Barton be made by the Company and opened for traffic within ten years after the passing of this Act the Company may charge on any vessel using any such communication a toll of two shillings and six pence or any toll not exceeding three pence per ton on the cargo carried in such vessel Provided that light vessels on the cargo of which on the trip immediately preceding that on which either of the above mentioned tolls shall have been charged may use such communication on the return voyage free of toll Provided further that no vessel or the cargo thereof using such communications for the purpose of passing out of the Bridgewater Canal on the one side of the Canal into the Bridgewater Canal on the other side of the Canal at such times as the passage of the Bridgewater Canal across the Canal is interrupted by accident or for repairs shall be liable to any toll for the use of any such communications or for the passage across the Canal.

*Tolls for use of communication between the Canal and the Bridgewater Canal.*

139.—No tolls shall be demanded or taken for the carriage or conveyance of any farmyard or stable dung or of any marl nightsoil ashpit-refuse cinders or street sweepings upon the Canal or the Irwell

*Certain measures &c. to be rate free.*

Upper Reach or either of them in any vessel belonging to or hired by any owner or occupier of lands within the distance of one mile from the Canal provided such farmyard or stable dung manure nightsoil ash-pit-refuse cinders or street sweepings be used for the cultivation of such lands and not otherwise.

Vessels only to land  
&c. at a licensed quay.

140.—Except with the previous consent in writing of the Company under the hand of their Principal Wharfinger no vessel shall land or embark receive or deliver passengers or cargo within the Canal except at or upon some one of such quays or places as shall from time to time be licensed in that behalf by the Company in accordance with bye-laws in that behalf approved by the Board of Trade under the provisions of this Act and any person committing or wilfully permitting a breach of this enactment shall be liable for every such offence to a penalty not exceeding fifty pounds and to a further penalty not exceeding five pounds for every hour such breach shall continue 15  
Provided that no license shall be unreasonably refused for any private wharf or landing-place side basin or lay-bye constructed in accordance with the provisions of this Act.

Company may  
appropriate parts of  
works to use of par-  
ticular trades &c.

141.—The Company may from time to time as they think fit set apart and appropriate any lands or any part or parts of the Canal or Docks 20 or the whole or any part of any graving docks quays warehouses or other buildings works or conveniences other than private wharves to or for the use and accommodation of any particular trades persons companies vessels or class of vessels or goods and may in addition to the other rates by this Act authorized to be demanded and taken demand and take such 25 reasonable charges as they from time to time think fit No person Company or vessel shall make use of any lands part or parts of the Canal or Docks or any graving dock quay warehouse building work or convenience so set apart and appropriated without the consent in writing of the Company under the hand of the Harbour Master and 30 any person or any officer agent or representative of any Company knowingly offending against this enactment shall be liable to a penalty not exceeding twenty pounds and to a further penalty not exceeding ten pounds for every day during any part of which such offence shall continue and the Harbour Master 35 may cause such person and the agent representative or any person employed by such Company and any such vessel to be removed and the provisions of section fifty-eight of "The Harbours Docks and Piers Clauses Act 1847" shall extend and apply mutatis mutandis to and in relation to any such vessel.



The Manchester Ship Canal Act 1885.

255

142.—The Company may from time to time in accordance with bye-laws made under the provisions of this Act license any lighters or flats for the purpose of carrying cargo upon the Canal and may charge for such license an annual sum not exceeding five shillings per 5 annum.

Power to license lighters.

143.—The Company may from time to time confer exemptions from such portion as they think fit of any dues payable under this Act Provided that every such exemption shall be made equally to all persons in respect of all vessels and all cargo falling within the same class or description using or carried on the same section of the Canal and subject to the same dues and in the like circumstances.

Exemption of portion of dues.

144.—The Company if and when they think fit may remit or return the whole or any part of any dues in respect of any vessel or cargo shown to their satisfaction to have been wrecked spoiled or damaged and may remit or return the whole or any part of any rates under any other circumstances which in their judgment make the remission or return reasonable and just so as the claim for the remission or return be made and substantiated to the satisfaction of the Company within such time as under the circumstances they deem reasonable. Provided that such remission shall be made equally to all persons in respect of all vessels and all cargo falling within the same class or description and using or carried on the same section of the Canal and subject to the like dues and in the like circumstances.

Power for Company to remit dues.

145.—In construing Sections 25 and 26 of "The Harbours Docks and Piers Clauses Act 1847" for the purposes of this Act Work Number 1 Work Number 2 and Work Number 3 the Manchester Dock the Salford Docks and the Warrington Dock shall be respectively deemed separate works.

As to sections 25 and 26 of "The Harbours Docks and Piers Clauses Act 1847."

146.—The Company shall have the exclusive right to load and discharge all vessels in the Canal or Docks or at any quays not being private wharves constructed under the provisions of this Act and to perform all services in respect of shipping unshipping transshipping stowing unstowing landing relanding housing unhousing handling weighing cooping packing cording tying marking numbering labelling lettering sorting lotting tareing filling sewing bagging sampling piling unpling watching loading unloading protecting

Company to have exclusive right to load &c. vessels.

see s. 5/19  
s. 19/50 (extra  
work done  
(canals))

Extended to Bridgewater  
unsubslp. Act of 1950 s. 19

delivering and repairing cargo and for preparing and furnishing certificates of weights or contents and (subject as hereinafter provided) for trimming coals and for any other service with respect to cargo shipped or unshipped or warehoused or deposited at their Canal Works and the Company may provide all such trucks planks gear machinery and appliances and labour as may be necessary to effect the purposes aforesaid. Provided that notwithstanding anything in this section the owner charterer agent or captain of any vessel may employ the crew thereof for trimming any coal cannel slack blend shale coke and cinders shipped on board the same so long as in the opinion of the Harbour Master no unnecessary or inconvenient delay takes place thereby in the loading and despatching of such vessel. The Company may charge for such services an amount equal to the actual cost of labour and a proportionate part of the salary or wages of foremen and of office expenses plant and material and in addition thereto a sum of ten pounds per centum on such amount and a premium to cover liabilities for accidents and losses.

See Act 1919 S. 5  
- 1950 S. 19

*Craneage rates.*

147.—The Company may demand and take for the use of any crane supplied by them the respective rates specified in that behalf in the Fifth Schedule to this Act. 20.

*Rates for repairing slips.*

148.—The Company may from time to time demand and take for the use of their graving docks and repairing slips from the owner or master of each vessel or craft using such graving docks and repairing slips such rates and sums respectively as the Company shall from time to time reasonably appoint. 25.

*Dues to be paid upon arrival of vessels.*

149.—All dues shall be paid upon the arrival of the vessel to some collector of dues at the Dock Office of the Company or at such other place or places as the Company may fix by any bye-law in that behalf.

*Authorizing deposit on account of dues.*

150.—Any collector of dues may receive by way of deposit and on account of the dues to which any vessel or cargo may be liable such a sum of money as shall in his opinion be sufficient to cover the amount thereof. 30.

*Penalty for not making a true report of the ship's destination.*

151.—Any persons applying to make payment of dues may be questioned by the collector of dues as to the most distant port from which such vessel has arrived or to which such vessel is bound and if such 35.

person shall refuse to answer any reasonable question or shall wilfully give a false or untrue answer he shall be liable to a penalty of not exceeding fifty pounds.

5 152.—No vessel shall leave the port until a certificate from some collector of dues of the payment of all dues payable to the Company in respect of such vessel shall have been produced to and left with the collector of dues for that part of the harbour where such vessel was stationed and if any vessel liable to such dues shall depart from the port without the production and leaving of such  
10 certificate as aforesaid the owner of such vessel shall be liable to the payment by way of damages to the Company of a sum not more than double the amount of the dues which should have been paid and in addition thereto the master of such vessel shall be liable to a penalty not exceeding twenty pounds.

Securing duties on ships entering and departing in ballast.

15 153.—While any dues remain unpaid in respect of any vessel or any goods therein liable thereto the collector of dues shall not receive any further or other entry in respect of such vessel and the Company may cause such vessel to be detained until all such dues shall have been paid.

Collectors to refuse entry when previous rates on vessels are unpaid and vessels may be detained.

20 154.—All officers of Customs and of the Board of Trade being in the execution of their duty shall have free ingress and egress into and out of the Canal Docks and premises and through the entrance of the same and also freely to pass with their vessels and boats through the water communications of the Canal Docks and  
25 premises at all times and over all ferries constructed under the powers of this Act without payment of any toll or sum for so doing.

Officers of Customs and of the Board of Trade to have free access to Dock without payment of toll &c.

See Act 1894  
19

155.—The Company may demand and take in respect of the use of the Branch Railways and Railways vested in them by virtue of this Act any tolls not exceeding the following (that is to say):—

Tolls on railways.

See (VP) Act

30 In respect of animals conveyed upon the Railways or any part thereof as follows:—

1890 S. 20

Class 4. For every horse mule or ass or other beast of draught or burden conveyed in or upon any carriage per mile three pence;

35 Class 5. For every ox cow bull or neat cattle conveyed in or upon any carriage per mile three pence;

Class 6. For every calf pig sheep or lamb or other small animal conveyed in or upon any carriage per mile one penny ;

In respect of goods conveyed on the Railways—

Class 7. For all coals coke culm slack cannel cinders lime limestone sand clay (except fire clay) chalk dung compost and all sorts of common manure and all undressed materials for the repair of highways clay ironstone and iron ore per ton per mile one penny ;

Class 8. For all guano and artificial manures pig iron bar iron and all other similar descriptions of iron and iron castings not manufactured into utensils or other articles of merchandize undressed stones for building pitching and paving bricks tiles common slates fire clay charcoal bats copper tin lead and other ores per ton per mile one penny halfpenny ; 15

Class 9. For all sugar grain corn flour potatoes hides (dried and salted) dyewoods timber staves and deals metals (except iron) tinned plates nails anvils vices hoop iron sheet iron and chains per ton per mile two pence ;

Class 10. For lace fur silk drapery millinery china glass cotton wool manufactured goods drugs and all other wares merchandize fish articles matters or things per ton per mile three pence ;

In respect of carriages conveyed on the Railways—

Class 11. For every carriage of whatever description not being a carriage adapted and used for travelling on a Railway and not weighing more than one ton carried or conveyed on a truck or platform belonging to the Company if having more than two wheels per mile four pence ; and if having only two wheels per mile three pence ; and for every additional quarter of a ton up to four tons which any such carriage weighs one penny halfpenny per mile in addition if such carriage have more than two wheels and three farthings per mile in addition if the same have only two wheels. 25 30

156.—For carriages supplied by the Company the Company may (in addition to the other tolls by this Act authorized) demand or take for or in respect of goods articles matters or things or animals comprised in either of the classes hereinbefore specified any tolls not exceeding the tolls next hereinafter mentioned in connection with the class in which such goods articles matters or things persons or animals are respectively comprised (to wit):—

For Class 4 for each animal per mile one penny;

For Class 5 for each animal per mile one penny;

10 For Class 6 for each animal per mile one farthing;

For Class 7 per ton per mile one halfpenny;

For Class 8 per ton per mile one halfpenny;

For Class 9 per ton per mile three farthings;

For Class 10 per ton per mile one penny;

15 For Class 11 for each carriage per mile two pence.

157.—The toll which the Company may demand for the use of engines for propelling carriages on the Railways shall not exceed one penny per mile for each animal or for each ton of goods in addition to the several other tolls or sums by this Act authorized to be taken.

20 158.—The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say):—

For all animals or goods conveyed on the Railways for a less distance than three miles the Company may demand tolls and charges as for three miles Provided that if the Company charge a short-distance rate on any of the Branch Railways by this Act authorized in respect of the carriage thereon of coal cannel slack blend shale coke or cinders the Company shall charge the same short-distance rate in respect of the carriage of the same matters on all the others of the said Branch Railways;

Fractional parts of a mile.

For a fraction of a mile beyond three miles or beyond any greater number of miles the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein and if there be a fraction of a quarter of a mile such fraction shall be 5 deemed a quarter of a mile and in respect of passengers every fraction of a mile beyond an integral number of miles shall be deemed a mile;

Fractional parts of a ton.

For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction and if 10 there be a fraction of a quarter of a ton such fraction shall be deemed a quarter of a ton;

General weight.

With respect to all articles except stone and timber the weight shall be determined according to the Imperial 15 avoirdupois weight;

Weight of stone and timber.

With respect to stone and timber fourteen cubic feet of stone forty cubic feet of oak mahogany teak beech or ash and fifty cubic feet of any other timber shall be deemed one ton weight and so in proportion for any smaller quantity.

Tolls for small parcels and articles of great weight.

159.—With respect to small parcels not exceeding five hundred 20 pounds in weight and single articles of great weight notwithstanding the rates prescribed by this Act the Company may demand and take any tolls not exceeding the following (that is to say):—

For the carriage of small parcels on the Railways or any part thereof as follows:— 25

For any parcel not exceeding seven pounds in weight three pence;

For any parcel exceeding seven pounds but not exceeding fourteen pounds in weight five pence;

For any parcel exceeding fourteen pounds but not exceeding 30 twenty-eight pounds in weight seven pence;

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight nine pence;

For any parcel exceeding fifty-six pounds but not exceeding one hundred and twelve pounds in weight one shilling and four pence ;

5 For any parcel exceeding one hundred and twelve pounds but not exceeding two hundred and fifty pounds in weight one shilling and eight pence ;

For any parcel exceeding two hundred and fifty pounds but not exceeding five hundred pounds in weight the Company may demand any sum which they think fit ;

10 Provided always that articles sent in large aggregate quantities although made up of separate parcels such as bags of sugar coffee meal and the like shall not be deemed small parcels but that term shall apply only to single parcels in separate packages. .

For the carriage of single articles of great weight as follows :—

15 For any boiler cylinder or single piece of machinery or single piece of timber or stone or other single article the weight of which including the carriage shall exceed four tons but shall not exceed eight tons the Company may demand such sum as they think fit not exceeding  
20 six pence per ton per mile ;

For the carriage of any single piece of timber stone machinery or other single article the weight of which with the carriage shall exceed eight tons the Company may demand such reasonable sum as they think fit.

25 160.—The maximum rate of charge to be made by the Company for the conveyance of animals and goods on the Railways including the tolls for the use of the Railways and for wagons or trucks and locomotive power and for every other expense incidental to the conveyance (except a reasonable charge for loading and unloading  
30 goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier where any such service is performed by the Company) shall not exceed the following sums (that is to say) :—

Maximum rates for animals and goods. 1

Class 4. For each animal four pence per mile ;

35 Class 5. For each animal three pence per mile ;

Class 6. For every calf or pig one penny halfpenny per mile and for every other small animal one penny per mile ;

Class 7. One penny halfpenny per ton per mile ;

Class 8. Two pence per ton per mile ;

Class 9. Three pence per ton per mile ; 5

Class 10. Four pence per ton per mile ;

Class 11. For every carriage if having more than two wheels and not weighing more than one ton and a half six pence and one penny farthing for every additional quarter of a ton and if having only two wheels five pence per mile and one penny 10 for every additional quarter of a ton.

Terminal station.

161.—No station shall be considered a terminal station in regard to any goods conveyed on the Railways unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee. 15

Company may take increased charges by agreement.

162.—Nothing in this Act shall prevent the Company from taking any increased charges over and above the charges by this Act limited for the conveyance of cargo of any description by agreement with the owners or persons in charge thereof either by reason of any special service performed by the Company in relation thereto or in respect of the conveyance of cargo (other than small parcels) by passenger trains. 20

Traffic arrangements.

163.—The Company on the one hand and the Bridgewater Company the Company of Proprietors of the Rochdale Canal the Company of Proprietors of the Leeds and Liverpool Canal and the Trustees of the River Weaver Navigation in respect of their navigations the London and North Western Railway Company the Lancashire and Yorkshire Railway Company and the Manchester Sheffield and Lincolnshire Railway Company and the North Staffordshire Railway Company in respect of their railways and canals and the London and North Western and the Great Western Railway Companies in respect of their joint railways and the Cheshire Lines Committee in respect of their railways and every or any of those Companies or the said Cheshire Lines Committee or the said 25 30



Trustees on the other hand may from time to time enter into and fulfil agreements with respect to the interchange accommodation and conveyance of traffic coming from or destined for the respective undertakings of the contracting Companies Committee or Trustees as the case may be and the division and appropriation of the revenue arising from that traffic.

# PART VI.

## TRANSIT SHEDS AND WAREHOUSES.

164.—With the consent and subject to the regulations of the Commissioners of Customs the Company may provide on any of the quays transit sheds for the reception of goods on such plan and of such dimensions as the said Commissioners may approve. Such transit sheds shall be part of the Docks and subject to the approval of the said Commissioners the Company may from time to time repair, renew, alter, discontinue or remove them and may keep the same provided with all requisite apparatus and conveniences for weighing and measuring goods and may demand and take for the use of such sheds apparatus and appliances such rents and charges as they may from time to time fix.

Power to Company to provide and discontinue transit sheds.

165.—The master or owner of or the agent for any vessel lying at or in and using the docks or the owner of any of the cargo of such vessel on the quay upon which any transit shed may have been erected and opened for the reception of goods may with the permission of the Company or the superintendent of the transit sheds and subject to such regulations as the Commissioners of Customs may deem necessary for the security of the revenue cause such goods or any part thereof upon giving due notice to the proper officer of customs to be landed and deposited in such transit shed without previously making any entry thereof and such goods so landed and deposited in such transit sheds shall for all purposes be considered as still on board the vessel from whence the same shall have been landed and shall be removeable only from such transit sheds in the same manner and by the same process in all respects as the same might by law have been removed from such vessel in case the same were still actually on board thereof. Provided always that nothing herein shall affect or limit the rights or obligations of the said master agent or

Deposit of goods in transit sheds.

owner of the said vessel or the owner of the goods under the contract made for the carriage thereof with respect to the mode time or place of delivery or landing thereof.

Company may enter goods if not entered by owner or consignee.

166.—If the cargo of any vessel lying at any quay shall not be duly entered with the Customs and the landing order lodged with the proper officer of the Customs the Company may on the requisition of the ship-master or ship-owner or of the agent of such ship-master or ship-owner or without such requisition if and when the despatch of business is hindered by reason of such vessel not being so reported cause a landing entry to be made of such cargo or of so much thereof as shall not have been entered and passed as aforesaid (such goods being such as by law may be warehoused) and may land such goods and warehouse or otherwise take charge of the same and the Company may retain the goods as security for the payment of the Customs duties (if any) to which they may be subject and of the rents rates and charges payable thereon to the Company and also of the freight dead freight demurrage salvage or other charges due by the owners of such goods when any notice to detain the same therefor shall have been given. 5 10 15

Power to Company to charge for service and to detain &c.

167.—The Company may make reasonable charges for work and labour done by them in relation to any goods which they enter as aforesaid and may retain the same as security for the payment of the customs duties and of the Company's charges and the Company may if they think fit also detain the same for rent freight lien or other charges claimed in respect thereof in case they have notice in writing to do so. 20 25

Company may erect or adapt warehouses on quays.

168.—The Company may provide upon and around any of the quays such and so many warehouses of such dimensions and of such height and with such and so many vaults and cellars and of such materials and in such manner and form in all respects as they shall deem proper and may from time to time alter vary and remove the same and also may fit up adapt and use for the said purpose any existing warehouses or buildings now belonging to or which may be hereafter acquired by the Company which warehouses shall thereupon be subject to all the provisions and entitled to all the privileges herein regarding warehouses which might be erected under the authority of this Act. 30 35

Power to appoint superintendent of warehouses and transit sheds.

169.—The Company may from time to time appoint a superintendent of the warehouses and a superintendent of the transit sheds

who shall respectively take the charge and management of the same respectively on behalf and under the direction of the Company and upon such appointment being made they shall publish in one or more newspapers published in Lancashire a notice of the names of such  
5 superintendents respectively and the place where they are to transact the business of their respective offices and all notices or other documents which are hereby required to be given to the Company with respect to the transit sheds or warehouses or the business connected therewith respectively if addressed to the Company and left at the said place of  
10 business of the proper superintendent during the usual business hours shall be deemed to be given to the Company.

170.—The Company also may from time to time appoint an interim superintendent to act in place of the superintendent in case of his absence and all such appointments of an interim superintendent shall  
15 be forthwith notified in one or more of the newspapers published in Lancashire and the notice shall specify the name of such interim superintendent and the duration of his appointment should such be limited in point of time.

*Power to appoint interim superintendent.*

171.—Before the superintendent or interim superintendent shall  
20 enter upon the duties of his office the Company shall take such security as they may think sufficient for the due and faithful execution thereof.

*Superintendent and interim superintendent to give security.*

172.—The Company may appoint the same person to be superintendent and the same person to be the interim superintendent of the warehouses and of the transit sheds.

*Same person may be superintendent &c. of both warehouses and transit sheds.*

25 173.—The Company may from time to time appoint license and employ weighers and recorders of weights in connection with the powers by this Act conferred on them as warehouse-keepers and may pay such salaries and wages to the superintendents and interim superintendents and such remuneration to the said weighers and recorders  
30 of weights as to them shall seem proper and they may also from time to time fix the remuneration to be paid to such parties when and if employed by parties other than the Company.

*Power to appoint weighers and recorders of weights and others and to pay salaries and wages.*

174.—The provisions of "The Harbours Docks and Piers Clauses  
35 "Act 1847" as to providing huts and weighing materials for the Officers of the Revenue and imposing penalties for not providing the same and for allowing the same to fall into disrepair shall apply to the warehouses erected adapted or to be acquired or leased by the Company under the provisions of this Act.

*Provision as to huts &c. for revenue officers.*

Warehouses to be  
used as customs or  
excise warehouses.

175.—Subject to the provisions of any Act for the time being in force and the regulations of the Commissioners of Customs or Inland Revenue with respect to approval and otherwise in relation to warehouses the Company may at their discretion use as a Customs or Excise warehouse any warehouse belonging to or leased by them or any part of such warehouse. 5

Power to take rents  
and charges.

176.—The Company may act as warehouse-keepers on payment by the owners of goods warehoused and deposited or the person in charge of such goods of such fair and reasonable rents or charges as may from time to time be fixed by the Company provided always that the Company shall not be entitled to act as aforesaid or make such charges if and so long as the owners of such goods are themselves ready and willing to perform such acts. 10

Goods to be ware-  
housed by Company  
to be previously  
weighed &c.

177.—The Company may require previous to any goods being warehoused by them as aforesaid that the said goods shall be weighed by weighers and recorders appointed by them and they shall be entitled to make such reasonable charges in respect of such weighing as they may from time to time fix. 15

Company may make  
other charges.

178.—The Company shall be entitled to make all reasonable charges for work done and services rendered and for facilities afforded and plant machinery or appliances provided by them and used for the dispatch of business at the Docks Canal and Works for the convenience of shipmasters merchants and others concerned with the traffic thereat in so far as such charges are not expressly provided for by this Act. 20

Rents &c. for goods  
when to be paid.

179.—All rents and charges payable under this Act to the Company in respect of perishable goods shall be paid at or before the expiration of two days and in respect of any goods not of a perishable nature at or before the expiration of three calendar months next after the cargoes of the vessels importing the same respectively shall have been completely discharged or unloaded into any warehouse of the Company or next after such goods respectively shall have been brought into any such warehouse and at the expiry of every six months thereafter so long as the goods shall remain in the warehouse or previously to the removal of the same from such warehouse which shall first happen. 25 30 35

180.—In case default shall be made in payment of any rents or charges in respect of goods it shall be lawful for the Company first paying the customs and excise duties (if any) to retain and sell the goods or any part thereof and after retaining the amount of such duties to retain and pay in the first place the rents and charges so unpaid as aforesaid including the expenses of such sale and in the next place the freight due on such goods (in case the Company shall have received notice that such freight has not been paid) paying the surplus (if any) and also delivering such of the said goods as shall remain unsold (the rents and charges due in respect thereof having been discharged as aforesaid) to the person entitled thereto upon demand. Provided always that it shall be lawful for the Company either in lieu of selling such goods or notwithstanding such sale if the produce of such sale shall be insufficient to recover the amount of such rents and charges or the balance thereof as the case may be which shall be due to them by action or claim to be brought or made in any Court of competent jurisdiction.

Company may sell goods for payment of rent and charges or may bring action.

See also  
Act 1896 230

181.—All goods warehoused by the Company or deposited in any of their warehouses by any person having or claiming an interest in such goods or by the owner or master of the vessel out of which the same may have been warehoused or by any person interested in the freight of such vessel or entitled to or claiming the benefit of any other claim or lien whatsoever to which the goods were subject while the same were on board and before the warehousing thereof shall continue liable to such and the same claim or lien for freight and also to all other claims or liens whatsoever in favour of the owner or master of such vessel or of any other person interested in such goods or in the freight of the same or entitled to or claiming the benefit of any other claim or lien thereon as such goods were liable to whilst the same were on board such vessel and before the warehousing thereof.

Goods warehoused to remain subject to freight.

182.—If notice in writing to detain such goods shall be given to the Company by such owner or master or other person interested as aforesaid previously to the warehousing thereof being completed the Company shall detain and keep such goods in their warehouses until such claims or liens together with all rates rents and charges to which the same shall have become subject or liable shall be paid or until such rates rents and charges shall be paid and a deposit equal in amount to

Notice may be given to Company to detain goods until freight &c. be satisfied or deposit made.

the demand made by the owner or master of the vessel or other person interested as aforesaid for or on account of any such claim or lien as aforesaid shall have been made by such owner master or other person interested as aforesaid which deposit the Company shall receive and hold in trust until the amount due in respect of such claim or lien 5 shall have been tendered or satisfied when upon proof thereof being given to the Company to their satisfaction and payment made to them of all rates rents and charges (if any) due upon such goods such deposit shall be returned upon demand to the person by whom the same was made or to his executors administrators or assigns. 10

Deposit to be considered as made in payment of claim.

183.—Such deposit shall be considered as made in payment of the claim or lien in respect of which such deposit shall have been made and the Company on the expiration of ten days next after such deposit shall have been made and in case notice in writing to retain the amount of such deposit shall not in the meantime have been given to 15 the Company by some person claiming to be entitled to such goods shall out of so much of the said deposit as shall remain after deducting and retaining the rates rents and charges (if any) then due to the Company on the goods in respect of which such deposit shall have been made and all other expenses (if any) incurred by the Company in 20 respect thereof pay to the master or owner of the vessel from which such goods shall have been warehoused or other person entitled to or interested in such claim or lien the amount of his claim or lien and the payment so made by the Company shall release and discharge them from all claims and demands whatsoever in respect of so much of such 25 deposit as they shall have paid to such master owner or other person interested as aforesaid.

Transfer of goods in shed detained for freight.

184.—The Company may (but only with the consent of the Collector of Customs for the Port when such consent is requisite) transfer from any warehouse or shed to any other shed or warehouse 30 any goods deposited in such first-mentioned shed or warehouse and detained therein for payment of freight.

Freight not to be affected by removal.

185.—No removal of goods from any shed or warehouse to any other shed or warehouse shall prejudicially affect any lien for freight attaching to such goods. 35

Notice to have effect for thirty days only unless action &c. be brought.

186.—Such notice to the Company to retain the amount of any

such deposit as aforesaid shall not continue to operate or have effect for a longer period than thirty days from the service thereof unless some action claim suit or other proceeding for determining the title or liability to the claim or lien in respect of which such deposit shall have  
 5 been made or the right to or the ownership of such deposit shall in the meantime be actually commenced and notice in writing thereof served on the Company.

187.—If such deposit shall not be made within ninety days next after any such goods shall have been warehoused and in case notice to  
 10 detain such goods shall have been given as aforesaid the Company may after the payment of duty if any payable to the Commissioners of Customs or Inland Revenue sell all or any part of such goods and out of the proceeds thereof retain the amount of the duties so paid and also retain and pay the rents rates and charges payable to the  
 15 Company and the expenses of such sale and in the next place may pay the freight and other claims or liens to which such goods may be liable paying the overplus (if any) to the person entitled thereto on demand.

*Power of sale if deposit be not made.*

188.—No such sale shall be made by the Company until ten days  
 20 previous notice in writing of such claim or lien thereon as aforesaid and of the intention to sell the said goods for satisfaction thereof shall have been given to the owner thereof if his name and residence or place of business shall appear on the manifest of the cargo or shall have been entered in the books of the warehouse in which such goods shall have  
 25 been deposited by sending such notice in a registered letter by post to such residence or place of business and if such owner shall not be known then until ten days after such notice shall have been inserted once in some newspaper published in London and one or more newspapers published in Lancashire and also posted in the Custom House at  
 30 Manchester and at Warrington and in the Manchester Exchange and the Company shall not sell a greater portion of such goods than shall in their judgment be sufficient to cover the amount of the said duties rents charges and expenses and of such claim or lien as aforesaid.

*Power of sale only to be exercised after notice.*

189.—Notice to detain goods for payment of freight or any other  
 35 claims or liens to which such goods were liable whilst on board any vessel and before the warehousing thereof shall not be available unless the same shall be given to the Company before the warehousing thereof shall have been completed.

*Notice to detain goods must be given.*

Preserving rights of  
parties at common  
law.

190.—Nothing in this Act contained shall be held to take away limit prejudice or affect any power of the ship-master or ship-owner or other party having claims and liens for freight dead freight demurrage salvage average or other charges in respect of or relating to goods imported into or unshipped at the Port to enforce and secure such 5 claims and liens in conformity with the contract express or implied under which such claims and liens arise. Provided that the Company shall not be in any manner responsible for or affected by the invalidity of any such alleged claim or lien.

Charges for use of  
warehouses &c.

191.—The Company may demand and take in respect of the use 10 of warehouses provided by them or of sheds wherein goods are temporarily stored other than transit sheds such rents and charges as the Company may from time to time fix and the same may be recovered as dues on goods are recoverable by the Company.

Power for Company  
to insure against fire.

192.—The Company may if they think fit insure from loss or 15 damage by fire their sheds and warehouses and the contents thereof or any of them but they shall not be under any obligation to do so.

Company not to be  
liable for loss by fire  
&c.

193.—The Company shall not under any circumstances or in any case whatever be answerable or accountable for or be liable to make good any loss or damage which may happen to any goods or to any 20 vessel or to any property of any description by fire theft storm tempest floods or vermin or from any civil commotion or by the act of the Queen's enemies or other inevitable accident or from any other cause not arising directly from the default or neglect of the Company.

Delivery warrants.

194.—With respect to the giving of certificates and warrants by 25 the Company for the delivery of goods the following provisions shall have effect (that is to say) :—

Company may give  
certificates of de-  
posited goods and  
warrants for delivery  
of goods.

1. The Company from time to time at the request of any person warehousing or depositing any goods in any warehouse or upon or in any of the quays or sheds of the Company 30 specially appropriated for the purpose or entitled to any goods so warehoused or deposited may if the Company think fit issue and deliver to him a certificate in a form approved by



the Company of the goods so warehoused or deposited or a warrant in a form approved by the Company for the delivery of the goods so warehoused or deposited or any part thereof to be respectively specified in the warrant ;

- 5      2. No such warrant for delivery shall be given unless and until all  
liens and claims for freight and all other liens or claims what-  
soever to which the goods were liable while on board any  
10      vessel and before the warehousing or depositing of the same  
and of which the Company have notice in writing and all  
rates rents charges and expenses payable to the Company with  
respect to the warehousing or depositing of the goods or for  
services performed by the Company in respect thereof are  
paid or discharged ;
- 15      3. Before a warrant for the delivery of all or any of the goods  
specified in any certificate is issued by the Company the  
certificate shall be delivered to them to be cancelled.  
Provided that if the warrant be for the delivery of part only  
of the goods the Company shall issue to the person so  
20      delivering up the certificate a new certificate with respect to  
the goods not specified in the warrant ;
- 25      4. Every such certificate or warrant for delivery shall be deemed  
to be a document of title to the goods specified therein and  
shall be transferable by endorsement and any holder of such  
certificate or warrant whether the person named therein or  
the indorsee thereof shall have the same right to the  
possession and property of such goods as if they were  
deposited in his own warehouse ;
- 30      5. Every such certificate or warrant shall state on the face thereof  
the effect of the last preceding sub-section and that the  
certificate or warrant is issued under the powers of this Act ;
6. The Company may charge for each certificate or warrant any  
sum not exceeding two shillings.
- 195.—For the purpose of providing transit sheds and warehouses

Warrant not to be  
given till freight rates  
&c. paid.

Warrant not to be  
given until certifi-  
cate given up.

Effect of certificate  
or warrant.

Notice of effect of  
certificate or warrant  
to be endorsed  
thereon.

Lands &c. for transit  
sheds and ware-  
houses.

(whether free or bonded) the Company may exercise the following powers and the following provisions shall have effect (that is to say):—

1. They may by agreement purchase or take by way of exchange or on lease or hire any lands warehouses or buildings ; 5
2. They may on any lands for the time being belonging to them erect fit up and maintain transit and other sheds and warehouses with all necessary conveniences and appliances ;
3. They may sell let on lease or otherwise dispose of any such lands for the erection thereon by any person or Company of 10 such sheds and warehouses ;
4. They may erect fit up and maintain such sheds and warehouses ;
5. They may hold use or let such sheds and warehouses and may appropriate them or any of them to and for the use of 15 certain trades persons or Companies for such periods and at such rents or for such other payments and upon such terms and conditions as may be agreed on between the contracting parties ;
6. They may enter into and fulfil contracts and agreements with 20 any person or Company for and in relation to the exercise of the powers of this section either by the Company alone or jointly with any such Company ;
7. They may with the consent and subject to the regulations of the Commissioners of Customs make all such usual and 25 proper provisions and regulations as they think fit with respect to the management and user of the transit sheds and warehouses and the security of the goods therein ;
8. All transit sheds and bonded warehouses shall be erected or provided only with the consent and subject to the regulations 30 of the Commissioners of Customs.

## PART VII.

## STEAM TUGS.

196.—The Company may from time to time purchase or hire and let and take charges and remunerations for and may let steam tugs and other towing power and may also from time to time license such number of steam tugs or other such power belonging to any person for 5 such period and on such terms and conditions as they may think fit and may from time to time fix such rates and charges as appear to them reasonable for or in respect of the use of such steam tugs or other power and such rates and charges shall be paid by the owner master agent manager or other person having charge of the vessel obtaining 10 assistance of such steam tugs or other power to the Company or to the owner of such steam tugs or other power if licensed by them as the case may be and such rates and charges shall be due and payable whether such steam tugs or other power shall be actually employed or not provided the assistance thereof shall have been required and 15 shall in consequence of such requisition have been tendered by the master or other person having the command of such steam tugs or other power.

*Company may license steam tugs.*

197.—Every person who without the license of the Company first applied for and obtained shall use or employ any steam tug or other 20 power for towing vessels within the Canal or the Docks except such as shall be provided or employed by the Company or other person having their authority shall for every such offence be liable to a penalty not exceeding five pounds Provided that no license shall be refused to any suitable and efficient tug.

*Penalty for steam tugs plying without a license.*

## PART VIII.

## BYE-LAWS.

25 198.—In addition to the powers of making bye-laws contained in any other enactment enabling the Company to make bye-laws or regulations they may from time to time make such bye-laws and

*Additional Bye-Laws.*

*(VA) Act 1890  
s. 19*

regulations as they think fit for all any or either of the following purposes (that is to say):—

- For preventing any part of the Canal Docks or Works specially appropriated by the Company for any particular trade business or purpose being used for any other purpose so as to prevent or interfere with its use for the purpose for which it is so appropriated; 5
- For preventing and removing obstructions or impediments at or in the Canal Docks and Works and the roads and accesses thereto respectively; 10
- For regulating the use of and the moving of carriages wagons and trucks along the quays and the rails sidings and turntables of the Company thereon;
- For regulating the user of the wharves (other than private wharves constructed under the provisions of this Act) landing-places 15 quays basins and lay-byes;
- For regulating private wharves in so far as may be necessary for the prevention of danger or obstruction to the navigation of or to vessels navigating the Canal;
- For regulating the opening and closing and the use of the 20 locks or basins forming the entrances to and the exits from Ellesmere Port the Weaver Navigation and the Bridgewater Canals and for regulating within the Harbour and Port of Manchester the traffic in and near the said several locks and basins; 25
- For regulating the opening and closing of bridges whereby any public road or canal is carried over the Canal and for regulating the passage of vessels through such bridges;
- For regulating the ferries across the Canal and the working thereof and the size and efficiency of the boats or floating 30 bridges for the working of such ferries and the conduct of the persons employed in working such ferries and the tolls chargeable in respect thereof;
- For regulating the conduct of the owners masters and crews of vessels propelled by steam with respect to the rate of speed 35

*The Manchester Ship Canal Act 1895.*

275

at which they may proceed within the Canal Docks or Works or any part or parts thereof respectively and for requiring such vessels to stop or slow their engines at such times and places as the Company may require and to keep the advertised times of sailing and for regulating the taking on board landing or putting out of passengers ;

5

For regulating the towing of vessels within the Canal Docks or Works the size and number of vessels to be towed in one train or by one or more tug-boats the speed at which tug-boats or other towing power shall proceed whether towing or not the order and manner in which the towage shall be given and the duties and conduct of all persons employed in or upon tug-boats or other towing power ;

10

For regulating the terms and conditions of the granting of licenses for tug-boats or other towing power ;

15

For regulating the terms and conditions of and the payments to be made for the granting of any licenses under the powers of this Act ;

20

For the prevention of cruelty in the shipping unshipping landing and removal of animals ;

For fixing the rents rates tolls duties and charges for and for regulating the use of warehouses sheds depôts quays railways tramways sidings trucks cranes barges machinery and appliances and labour provided by the Company ;

25

For fixing the rates to be charged for hire and use of tug-boats and for the towing of vessels ;

For regulating the times and manner of paying and the places for payment of the dues and rents payable to the Company ;

30

For berthing and removing vessels lying in any part of the Canal Docks or Works and regulating the conduct and behaviour of boatmen lumpers jobbers stevedores and others resorting to the Canal Docks or Works ;

For regulating the ballasting of vessels within the Canal Docks or Works and the order and manner in which they shall be supplied with ballast and the discharging and removal or disposal of ballast;

For preventing the exhibiting or placing in or on any of the 5  
works of any goods for sale other than such goods as the  
Company from time to time think fit to be permitted to be  
sold there and other than perishable articles landed on the  
quays and sold within forty-eight hours of their being  
landed; 10

For directing regulating or preventing the user of fires candles and lamps within and upon the Canal Docks and Works or on board of any vessel being within the Canal Docks or Works or within fifty yards of the entrance to the Canal;

For preventing the smoking lighting or burning of tobacco or any 15  
herb or substance whatsoever in any such vessel or in upon  
or within the limits of the Canal Docks or Works;

and such bye-laws except so far as they relate solely to the Company or their officers or servants shall be subject to the provisions with respect to bye-laws of "The Harbours Docks and Piers Clauses Act 20  
" 1847 " except Section 85 of that Act but no such bye-laws shall have any force or effect unless and until the same be confirmed by the Board of Trade and no bye-laws relating to transit sheds or bonded warehouses shall have any force or effect unless and until they shall have been sanctioned by the Commissioners of Customs and 25  
only so long as such sanction shall continue.

Any person who offends against any bye-law shall be liable for every offence to a penalty not exceeding five pounds and to a daily penalty not exceeding forty shillings for every day such offence shall continue after conviction therefor and such penalties shall be in 30  
addition to any damages which may be recoverable for any loss damage or injury consequent on such offence.

The penalties imposed by any such bye-law for any breach thereof shall be in addition to any damages recoverable by the Company or by any person or Company for any loss or injury to them 35  
or him or to their or his property consequent on such breach.

PART IX.

TRANSFER TO A TRUST.

188.—With respect to the transfer of the undertaking to a body of Trustees or Commissioners (in this section referred to as "Trustees") to be constituted by Parliament the following provisions shall have effect (that is to say):—

*As to Transfer to Public Trust.*

- 5 (1.) If in any Session of Parliament application be made to Parliament for an Act to constitute such trustees and effect a transfer to them of the undertaking of the Company upon such terms and conditions as shall be agreed on between the Company and the said Trustees or as failing agreement may be prescribed by Parliament or settled by arbitration the Company shall not except as hereinafter provided oppose such Bill but shall support the application for the same ;
- 10
- 15 (2.) The said Bill so to be promoted shall provide for the following among other matters (that is to say):—
- The payment to the Company of the consideration for the transfer and costs charges and expenses in this section mentioned ;
- 20 The transfer of the said undertaking to the Trustees free of all cost to the Company subject to the covenants conditions obligations and stipulations affecting the Company at the date of the transfer ;
- The release of the Company from all duties obligations and liabilities under or in relation to this Act ;
- 25 The winding up of the affairs and the dissolution of the Company ;
- 30 (3.) The Company shall be at liberty to petition either or both Houses of Parliament against any such Bill and to appear on such petition (by counsel agents and witnesses if they think fit) to secure the insertion in such Bill of clauses carrying out

the foregoing provisions and in respect of any other matters affecting the interests of the Company;

- (4.) All the costs charges and expenses of the Company in relation to any and every such Bill whether the same shall pass into a law or not shall be paid to the Company by the petitioners & for such Bill.

## PART X.

## MISCELLANEOUS.

Company to contribute to expense of Mersey Conservators &c.

200.—The Company shall contribute annually from their funds towards the salary and expenses of the Acting Conservator Clerks of the Peace and other officers and persons employed in the execution of the powers and provisions of the Local and Personal Act 5 and 6 Victoria chapter cx. and ~~"The Upper Mersey Navigation Act 1876"~~ and ~~towards the expenses of the Upper Mersey Navigation Commissioners~~ such sums as shall from time to time or at any time be fixed by the Board of Trade. 10

Repealed  
UMN Act  
1973 310

As to expenses of Local Government Board.

201.—The expenses incurred by the Local Government Board in 15 relation to the determination of any question referred to them for determination under the provisions of this Act including a reasonable sum not exceeding three guineas a day for the services of their inspector shall be paid by such of the parties in difference and if by more than one then in such proportions as the Local Government Board shall 20 determine and may be recovered by that Board accordingly.

As to arbitration.

202.—If any question arise between the Company and any person touching anything to be done or not to be done or any money to be paid under the provisions of this Act then unless by this Act otherwise expressly provided such question shall be determined by arbitration 25 in manner provided by "The Railways Clauses Consolidation Act " 1845."

Saving rights of the Duchy of Lancaster.

203.—Nothing contained in this Act shall extend or operate to authorize the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any 30 land parcel of any manor or any manorial rights or any other rights of whatever description belonging to Her Majesty in right



of Her Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said Duchy first had and obtained (which consent the said Chancellor is hereby authorized to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by Her Majesty Her Heirs or Successors in right of Her said Duchy.

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

*Saving rights of the Crown in the foreshore.*

205.—Whereas all lands to the seaward of the lands by this Act authorized to be reclaimed now are below the line of ordinary high-water mark therefore if any land to the seaward of the lands by this Act authorized to be embanked or reclaimed shall at any time after the execution of any works under the authority of this Act become raised in height or reclaimed whether gradually or imperceptibly or otherwise so as to be above instead of below such line of ordinary high-water mark the Company shall not by virtue of the ownership of any lands which they are by this Act empowered to reclaim have any estate right or interest in or to the lands so raised in height or reclaimed by reason that such raising or reclamation has been gradual or imperceptible or has been either wholly or partially caused by the works by this Act authorized or otherwise but the right and title to the soil and freehold of such land when so raised or reclaimed shall continue vested in the Queen's Majesty or such other corporation or person or persons as is or are at the time of the passing of this Act entitled to the same and as if the same had continued as the same now is subject to the flow and reflow of the ordinary tides.

*Saving of rights as to future accretions.*

206.—If in the course or by means of the execution of any of the works by this Act authorized any part of the shores or bed of the said River Mersey belonging to Her Majesty and under the manage-

*Any land reclaimed by the works not to be taken without the consent of the Board of Trade.*

ment of the Board of Trade shall be in and gained or reclaimed from the water the said Company shall not have or exercise any right upon the same or in respect thereof and shall not enter upon take use or interfere with the land so in and gained or reclaimed for any purpose whatsoever without the consent in writing of the Board of Trade on behalf of Her Majesty but such in and gaining or reclamation shall 5 enure absolutely for the benefit of the Queen's Majesty Her Heirs and Successors.

*Saving rights of  
Crown under Crown  
Lands Act.*

207.—Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the 10 subjects or any rights powers or authorities mentioned in or reserved by sections twenty twenty-one and twenty-two of "The Crown Lands " Act 1866 " and belonging to or exercisable on behalf of Her Majesty Her Heirs or Successors.

*As to agreement with  
Postmaster-General.*

208.—(1.) The new navigable cut or Canal by this Act authorized 15 as a diversion of the Bridgewater Canal shall for the purposes of an indenture dated the tenth day of December one thousand eight hundred and eighty and made between the Honourable Algernon Egerton The Right Honourable John Frederick Vaughan Earl Cawdor and The Right Honourable George Henry Charles Baron Strafford 20 commonly called Viscount Enfield of the first part The Right Honourable Francis Charles Granville Egerton Earl of Ellesmere of the second part The Bridgewater Navigation Company Limited of the third part and the Right Honourable Henry Fawcett Her Majesty's Postmaster-General of the fourth part be deemed 25 to be a portion of the Bridgewater Canal within the meaning of the said indenture and Her Majesty's Postmaster-General shall have the like rights in relation thereto and to any telegraphs to be constructed thereon as are by the Telegraph Acts or by the said indenture conferred on him in relation to the corresponding 30 part of the existing Bridgewater Canal and the telegraphs thereon and the Company shall not remove alter or interfere with any telegraphs belonging to or used by Her Majesty's Postmaster-General under or by virtue of the said indenture until telegraphs shall in manner provided by this Act at the expense of the Company 35 have been constructed for his use in substitution therefor along the said new navigable cut or canal authorized by way of diversion as aforesaid and such substituted telegraphs shall be held and used

upon and subject to the provisions of the said indenture and save as aforesaid nothing in this Act shall affect any right to which Her Majesty's Postmaster-General is entitled under the said indenture ;

(2.) In case the Company shall acquire the whole or any  
5 part of the undertaking of the Bridgewater Company the said  
indenture of the tenth day of December one thousand eight hun-  
dred and eighty shall so far as the same relates to such under-  
taking or to the part or parts thereof so acquired be read and have  
effect as if the Company had been named therein instead of the  
10 Navigation Company and the rent payable by Her Majesty's Post-  
master General to the Bridgewater Company shall if necessary or  
proper be apportioned between the Company and the Bridgewater  
Company by agreement or by arbitration under and according to the  
provisions of "The Railway Companies Arbitration Act 1859" as  
15 if the said respective Companies were respectively a Railway  
Company. Provided that Her Majesty's Postmaster General shall not  
be bound to transmit free of charge any message of the Company not  
relating to the Bridgewater Canals nor more than three thousand one  
hundred and twenty messages of the Company in any one year.

20 209.—(1.) Before removing altering or in any manner interfering  
with any part of the overhead telegraphic line of the Postmaster-  
General between Manchester and Liverpool the Company shall  
provide at their own expense and to the satisfaction of the Postmaster-  
General an underground telegraphic line in lieu of every part so  
25 removed altered or interfered with and shall connect such under-  
ground telegraphic line with the remaining portion of the said  
overhead telegraphic line to the satisfaction of the Postmaster-General  
so as to afford an uninterrupted communication between Manchester  
and Liverpool and shall secure to the Postmaster-General the use of  
30 such underground telegraphic line in perpetuity ;

For the protection of  
the Postmaster-  
General.

(2.) Without prejudice to any other provision for the benefit  
of the Postmaster-General the Company shall before in any manner  
removing altering or interfering with any telegraphic line of the  
Postmaster-General provide in substitution therefor to the satisfaction  
35 of the Postmaster-General such substituted telegraphic line whether  
overhead underground or laid in a subway as the Postmaster-General  
may specify and require and shall secure to the Postmaster-General

the use in perpetuity of such substituted telegraphic line and the use for the purpose of laying maintaining and using additional telegraphic lines of any subway in which the said substituted telegraphic line is laid;

(3.) The provision of the seventh section of "The Telegraph Act 5 " 1878" shall apply to the removal or alteration of or the interference with the Postmaster-General's telegraphic lines under the provisions of this Act and the provision of substituted telegraphic lines as aforesaid with these modifications (that is to say):—

(a) Two months' previous notice shall be given of any work 10 affecting a telegraphic line of the Postmaster-General;

(b) The Postmaster-General may at any time before the expiration of one month after such notice is given give the Company the counter-notice referred to in such section and may in such counter-notice specify the 15 character of the substituted telegraphic line which he requires to be provided and may require the Company to do the whole or any part of the work necessary to provide such substituted telegraphic line;

(c) The proviso contained in sub-section (8) of the said 20 section shall not apply;

(4.) In this Act telegraphic line has the same meaning as in "The Telegraph Act 1878."

Post office officers &c.  
to pass free of charge  
over ferries.

210.—All persons horses and carriages of whatever description employed by or under the authority of the Postmaster-General in the convey- 25  
ance of postal packets (as defined in "The Post Office (Protection) Act 1884") shall be conveyed free of toll or other charge at all times without delay by means of any of the ferries constructed under the authority of this Act whether such persons horses or carriages be actually employed in conveying fetching or guarding such postal 30  
packets or be returning back from conveying or guarding the same. And such persons horses and carriages shall also be entitled under the like circumstances to cross and recross the canal by boats at any other point and at any time that may be convenient to them for the purpose free of any charge for toll or otherwise in respect thereof 35

The powers conferred by this section shall be exercised with due regard to the convenient working of the Company's Undertaking and subject to the bye-laws of the Company so far as the same are not repugnant to or inconsistent with the reasonable exercise of such powers.

211.—Nothing in this Act shall take away alter or prejudicially affect any power jurisdiction or authority of the Mersey Docks and Harbour Board.

*Saving for Mersey Docks and Harbour Board.*

212.—Nothing in this Act shall take away alter or prejudicially affect any power jurisdiction or authority of the Upper Mersey Navigation Commissioners.

*Saving rights of Upper Mersey Navigation Commissioners.*

*Repealed Act 1887 to s. 200*

213.—Except as is by this Act expressly provided nothing in this Act contained shall extend to take away alter or in any manner interfere with or prejudicially affect the provisions of an Act passed in the 59th year of King George the Third intituled "An Act to enable the Company of Proprietors of the Canal Navigation from Leeds to Liverpool to make a navigable cut and also a collateral branch or railway from their said canal at Hennis Bridge near Wigan to join the Duke of Bridge-water's Canal at Leigh all in the County Palatine of Lancaster and to amend the several Acts relating to the said Leeds and Liverpool Canal" and "An Act for making the Rochdale Canal" so far as relates to certain powers therein given to the late Duke of Bridgewater or any other Act or Acts relating to the said Canal navigation or in any manner interfere with or prejudicially affect the rights powers or authorities vested in and by the said Acts in the Company of Proprietors of the Leeds and Liverpool Canal but the same shall except as aforesaid remain and continue without diminution or abridgment in the same manner as if this Act had not been passed.

*Nothing to prejudice rights acquired under provisions of 68th Geo. 3rd. Cap. 105.*

214.—No interest or dividend shall be paid out of any share or loan capital which the Company are by this Act authorized to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act 1845."

*Interest not to be paid on calls paid up.*

*Repealed Act 1886 s. 2*

Deposits for future  
Bills not to be paid  
out of capital.

215.—The Company shall not out of any money by this Act authorized to be raised pay or deposit any sum which by any Standing Order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorizing the Company to construct 5 any other Railway or to execute any other work or undertaking.

Provision for Mer-  
chant Shipping Acts  
and general Acts.

216.—Nothing in this Act contained shall exempt the Canal or Docks or the Company from the provisions of "The Merchant Shipping Act 1854" or any general Acts relating to Docks or dues on shipping or on goods carried in ships now in force or which shall 10 be passed during the present or any future Session of Parliament or from any future revision or alteration under the authority of Parliament of the Dock rates or duties by this Act authorized.

Provision as to  
general Railway Acts.

217.—Nothing in this Act contained shall exempt the Company or the Railways from the provisions of any general Act relating to 15 Railways or to the better and more impartial audit of the accounts of Railway Companies now in force or which may hereafter pass during this or any future Session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorized by 20 this Act.

Costs of Act.

218.—All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto and of and incident to the promotion and prosecution of the Manchester Ship Canal Bill in the Sessions of 1883 and 1884 shall be 25 paid by the Company.

[SCHEDULES.]

SCHEDULES  
REFERRED TO IN THE FOREGOING ACT.

THE FIRST SCHEDULE.

FORM OF CONVEYANCE.

In pursuance and subject to the provisions of "The Manchester Ship Canal Act 1885" the Company of Proprietors of the Mersey and Irwell Navigation and the Bridgewater Navigation Company Limited in consideration of the sum of

pounds paid to [ ] by the Manchester Ship Canal Company do hereby convey assign and transfer the undertaking [or the undertakings] known as [here state the undertaking] together with all the lands warehouses buildings wharves quays works canals cuts feeders backwaters property conveniences rights powers authorities easements and privileges now vested in belonging or appurtenant to the said undertaking or enjoyable or exercisable by the Mersey and Irwell Navigation Company or the Bridgewater Navigation Company Limited or either of them or any person or persons trustee or trustees for or on behalf of the said Companies or either of them unto the said Manchester Ship Canal Company and they the said Manchester Ship Canal Company do hereby accept the same accordingly.

In witness whereof the parties hereto have hereto set their respective  
Common Seals this                      day of                      188 .

## THE SECOND SCHEDULE.

DESCRIBING BUILDINGS OF WHICH ONLY PARTS MAY  
BE TAKEN.

Parish.	Township.	Number on Deposited Plans.
Great Budworth	Appleton	42.
Warrington	Rixton-cum-Glazebrook	203A, 220.
Eccles	Barton-upon-Irwell	262, 263, 273A.
Manchester	Salford	112, 317, 423, 423A, 864, 939, 940.
Manchester	Hulme	1002, 1003, 1006, 1007, 1008, 1009, 1010, 1011.
Flixton	Flixton	19, 20.



# THE THIRD SCHEDULE.

## SHIP DUES

CHARGEABLE UPON EACH REGISTERED TON.

CLASS.	Rate per ton.	Period such Vessel may remain with- out extra duty.
CLASS 1.—Between Saint David's Head and Carlisle including the Island of Anglesea; and Between Carlisle and the Mull of Galloway including the Isle of Man	s. d. 0 3	Days. 7
CLASS 2.—Between the Mull of Galloway and Duncan's Bay Head including the Orkney Isles and all the Islands on the Western Coast of Scotland and between Saint David's Head and the Land's End including the Scilly Islands and the East Coast of Ireland from Cape Clear to Mulling Head	0 5	14
CLASS 3.—All the parts of the East and Southern Coasts of Great Britain between Duncan's Bay Head and the Land's End including the Islands of Shetland and all parts of the West Coast of Ireland from Cape Clear to Mulling Head including the Islands on that coast	0 6	
CLASS 4.—All parts of Europe to the Northward of Cape Finisterre and to the Westward of the North Cape and without the Cattegat and Baltic Sea and including the Islands of Guernsey Jersey Alderney Sark the Faro Islands and Iceland	0 10	
CLASS 5.—All parts within the Cattegat and Baltic including the whole of Sweden the White Sea and all parts to the Eastward of the North Cape all parts in Europe to the Southward of Cape Finisterre without the Mediterranean Newfoundland Greenland Davis' Straits Canaries Western Islands Madeira and Azores	1 2	21

CLASS.	Rate per ton.	Period such Vessel may remain with- out extra dues.
	s. d.	Days.
<p>CLASS 4.—All parts on the East Coast of North America the West Indies the East Coast of South America to the Northward of Rio La Plata inclusive all parts of the West Coast of Africa and Islands to the Northward of the Cape of Good Hope and all parts within the Mediterranean including the Adriatic the Black Sea and Archipelago the Islands of St. Helena Ascension and the Cape de Verde Islands; and</p> <p>All parts in South America to the Southward of the Rio La Plata in the Pacific Ocean in Africa and Asia to the Eastward of the Cape of Good Hope</p>	1 5	28

Rent of one halfpenny per registered ton per day chargeable after the expiration of the respective periods of Free Rent above mentioned.

See Act 1903 s. 14  
and Act 1960 s. 4

The Manchester Ship Canal Act, 1865.

289

## THE FOURTH SCHEDULE.

### WHARFAGE RATES AND CANAL TOLLS ON PASSENGERS AND CARGO.

#### WHARFAGE RATES

(calculated according to quantity and description given opposite each article).

Chargeable upon passengers and cargo embarked or landed shipped unshipped or transhipped received or delivered within the Canal or Docks.

#### CANAL TOLLS

(all calculated at per ton of 2,240 lbs. with exception of animals).

**SECTION A.**—Chargeable in respect of passengers and cargo which enter or leave the Canal at its commencement near Eastham or by any other means of communication between the Canal and the River Mersey or the Estuary thereof below the site of the existing Old Quay Docks Runcorn and is carried thereon for any distance but not beyond the site of the said Old Quay Docks.

**SECTION B.**—Chargeable in respect of passengers and cargo which enter or leave the Canal at its commencement near Eastham or by any other means of communication between the Canal and the River Mersey or the Estuary thereof below the site of the said Old Quay Docks and is carried beyond the site of the said Old Quay Docks for any distance but not beyond a point 10 chains east of the entrance to the Warrington Dock.

**SECTION C.**—Chargeable in respect of passengers and cargo which enter or leave the Canal at its commencement near Eastham or by any other means of communication between the Canal and the River Mersey or the Estuary thereof below the site of the said Old Quay Docks and is carried thereon for any distance beyond the said point east of the entrance to the Warrington Dock.

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
			Per ton.	Per ton.	Per ton.
		s. d.	s. d.	s. d.	s. d.
Absinthe powder . . . . .	ton	3 3	3 10	4 3	7 1
Acetate . . . . .	ditto	0 9	1 6	2 3	3 9
Achiote . . . . .	ditto	4 2	2 4	3 6	5 10
Acids—					
boracic . . . . .	ditto	1 0	2 4	3 6	5 10
Oxalic . . . . .	ditto	2 6	2 4	3 6	5 10
Tartaric . . . . .	ditto	1 1	2 4	3 6	5 10
Citric . . . . .	ditto	3 3	2 10	4 3	7 1
Muriatic . . . . .	ditto	3 9	3 6	5 3	8 9
Sulphuric . . . . .	100 gallons	0 6	2 0	3 0	5 0
Water wood . . . . .	ditto	0 4	3 6	5 3	8 9
Acorns . . . . .	ton	0 6	1 8	2 6	4 2
Aerated waters . . . . .	1 dozen quarts	0 0½	2 2	3 0	5 3
Agate set . . . . .	ton	5 0	5 4	8 0	13 3
— rough in blocks . . . . .	ditto	2 8	1 6	2 3	3 9
Agir agir . . . . .	ditto	1 0	3 6	5 3	8 9
Agricultural implements . . . . .	ditto	1 0	2 10	4 3	7 1
Alabaster . . . . .	ditto	0 9	0 10	1 3	2 1
— sculptured . . . . .	ditto	5 0	4 3	6 6	10 6

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
			Per ton.	Per ton.	Per ton.
Albumen	ton	s. d.	s. d.	s. d.	s. d.
Ale beer and porter (in casks)	100 gallons	1 0	2 4	3 6	5 10
(in bottles)	1 dozen quarts	0 5	1 8	2 6	4 2
Alkali	ton	0 0 1/2	2 2	3 0	5 3
Almanacs	ditto	0 6	1 4	2 0	3 4
Almonds	ditto	2 0	2 4	3 6	5 10
Aloes	ditto	2 6	2 4	3 6	5 10
Alum	ditto	2 6	2 0	3 0	5 0
Alumina	ditto	0 5	1 2	1 9	2 11
Alizarine	ditto	2 3	2 0	3 0	5 0
Alga marina	ditto	2 6	2 10	4 3	7 1
Amber	ditto	0 10	2 0	3 0	5 0
Ambergris	ditto	2 6	3 6	5 3	8 9
Ammonia, fertilizer.	ditto	10 0	2 0	3 0	5 0
— liquid	ditto	0 6	1 6	2 3	3 9
— muriate of	ditto	1 0	3 6	5 3	8 9
— sulphate of	ditto	1 2	1 8	2 6	4 2
Anchovies	ditto	0 5	1 6	2 3	3 9
Anchor palms	ditto	2 6	2 10	4 3	7 1
Anchors	ditto	0 6	1 4	2 0	3 4
Animal charcoal	ditto	1 0	1 4	2 0	3 4
Angelica	ditto	0 6	1 6	2 3	3 9
Annatto	ditto	2 6	2 4	3 6	5 10
Aniline, salts of, or colors	ditto	1 8	2 0	3 0	5 0
Animal food, patent	ditto	2 6	2 10	4 3	7 1
— manure	ditto	3 3	2 10	4 3	7 1
Animals, stuffed	ditto	0 5	1 6	2 3	3 9
Antimony	ditto	3 9	3 6	5 3	8 9
— ore	ditto	2 6	1 8	2 6	4 2
Antiquities	ditto	1 0	1 6	2 3	3 9
Apothecaries' ware	ditto	5 0	3 6	5 3	8 9
Apples, canned	ditto	2 6	2 10	4 3	7 1
— raw and dried	ditto	1 6	2 6	3 0	5 0
Aquafortis	ditto	1 3	2 0	3 0	5 0
Argol and dust	ditto	2 0	3 6	5 3	8 9
Archill or orchill	ditto	1 1	2 0	3 0	5 0
Argentiferous copper, regius of	ditto	1 0	2 0	3 0	5 0
Aristolochia	ditto	0 8	1 8	2 6	4 2
Arms and ammunition	ditto	2 6	2 10	4 3	7 1
Arrowroot and powder	ditto	3 3	2 10	4 3	7 1
Arsenic	ditto	2 6	2 4	3 6	5 10
Ashes :—	ditto	1 8	2 0	3 0	5 0
Black	ditto	0 7	1 8	2 6	4 2
Copper and barilla	ditto	0 9	1 8	2 6	4 2
Argentiferous	ditto	0 9	1 6	2 3	3 9
Sorp	ditto	0 6	1 6	2 3	3 9
Soda, weed and wood	ditto	0 9	1 8	2 6	4 2
Sulphate of copper	ditto	0 2	1 8	2 6	4 2
— zinc	ditto	1 0	1 6	2 3	3 9
Bleaching pearl pot	ditto	0 5	1 6	2 3	3 9
Asphakum	ditto	0 5	1 4	2 0	3 3
Asphalte, ground	ditto	2 6	2 10	4 3	7 1
Assafoetida	ditto	2 6	2 10	4 3	7 1

The Manchester Ship Canal Act 1885.

291

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
			Per ton.	Per ton.	Per ton.
Axes	ton	s. d.	s. d.	s. d.	s. d.
Axe boxes	ditto	1 2	2 4	3 6	5 10
Art, works of	ditto	1 2	1 8	2 6	4 2
Art metal	ditto	4 0	3 6	5 3	8 9
— terra cotta figures	ditto	4 0	3 6	5 3	8 9
Bacon and hams	ditto	4 0	3 6	5 3	8 9
Baking powder	ditto	1 1	2 0	3 0	5 0
Balsam, balm of Gilead	ditto	2 6	2 4	3 6	5 10
— Canada and capivi	ditto	2 6	2 10	4 3	7 1
— Peru Riga and Tolu	ditto	2 6	2 10	4 3	7 1
Bagging bags and sacks	ditto	2 6	2 10	4 3	7 1
Baggage	ditto	2 0	2 0	3 0	5 0
Bank notes	ditto	2 3	2 10	4 3	7 1
Barometers	ditto	5 0	5 4	8 0	12 3
Bark for medical purposes	ditto	4 0	3 6	5 3	8 9
Bark for dyers' and tanners' use	ditto	4 2	3 6	4 3	7 1
Barilla	ditto	0 9	1 8	2 6	4 2
Barytes	ditto	0 9	1 8	2 6	4 2
Barwood	ditto	0 6	0 10	1 3	2 1
Barrow bodies	ditto	0 9	1 8	2 6	4 2
Baskets	ditto	1 0	2 4	3 6	5 10
Basket rods or twigs	ditto	2 6	2 10	4 3	7 1
Bass or Bast	ditto	2 6	2 10	4 3	7 1
Baths	ditto	2 3	2 0	3 0	5 0
Beads	ditto	2 6	2 4	3 6	5 10
Beans, castor	ditto	2 6	2 4	3 6	5 10
— kidney and French	ditto	0 9	2 0	3 0	5 0
— locust	ditto	0 6	2 4	3 6	5 10
Berries, bay	ditto	0 6	1 8	2 6	4 2
— juniper and yellow	ditto	0 9	2 4	3 6	5 10
Biscuits fancy	ditto	1 1	2 4	3 6	5 10
Beams	ditto	5 0	2 0	3 0	5 0
Bearers	ditto	1 0	1 8	2 6	4 2
Bedding and beds	ditto	1 0	1 6	2 3	3 9
Beef, dried	ditto	1 0	2 6	5 3	8 9
Bedsteads	ditto	1 1	2 10	4 3	7 1
Beer, spruce	ditto	1 0	2 4	3 6	5 10
Bee hives	100 gallons	0 5	2 4	3 6	5 10
Beet roots	dozen	0 2	2 10	4 3	7 1
Bell metal	ton	0 3	2 0	3 0	5 0
Bellows (smith's)	ditto	1 6	2 4	3 6	5 10
Bench screws	each	0 1	2 4	3 6	5 10
Benzine or benzole	ton	1 4	2 4	3 6	5 10
Benzoline	ditto	0 10	2 4	3 6	5 10
Bicycles	ditto	0 10	1 10	2 9	4 7
Billiard tables, &c.	ditto	1 0	5 4	8 0	12 3
Birdlime	ditto	1 0	3 0	5 3	8 9
Bismuth :—	ditto	2 6	2 0	3 0	5 0
Metal					
Ore	ditto	2 6	3 6	5 3	8 9
Bliters	ditto	1 0	1 6	2 3	3 9
Bitumen	100 gallons	0 8	2 4	3 6	5 10
Black lead	ton	0 5	1 6	2 3	3 9
	ditto	1 0	2 0	3 0	5 0

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
			Per ton.	Per ton.	Per ton.
		s. d.	s. d.	s. d.	s. d.
Blacking	ton	1 0	1 8	2 6	4 2
Black taggers or plates	ditto	1 0	1 6	2 3	3 9
Bladders, empty	ditto	1 2	1 8	2 6	4 2
— containing lards	ditto	1 1	2 0	3 0	5 0
Bleaching powder	ditto	0 6	1 6	2 3	3 9
Blende ore or black jack	ditto	0 8	0 10	1 3	2 1
Blinds, Venetian	ditto	1 0	2 4	3 6	5 10
Blocks heel	gross	0 1	2 0	3 0	5 0
— last packed	1000	0 6	2 0	3 0	5 0
— ship	100	0 4	2 4	3 6	5 10
— for Electric Telegraphs	ditto	0 2	2 4	3 6	5 10
Blood prepared and dried for manure	ton	0 6	1 6	2 3	3 9
Blue	ditto	1 6	2 4	3 6	5 10
Blubber	ditto	1 1	1 8	2 6	4 2
Boats	each	0 6	2 4	3 6	5 10
Books	ton	2 6	2 4	3 6	5 10
Bones, all kinds	ditto	0 5	1 8	2 6	4 2
Bone phosphates	ditto	0 6	1 6	2 3	3 9
Boots and shoes	ditto	2 0	2 4	3 6	5 10
Bobbins	ditto	1 0	2 0	3 0	5 0
Boilers tubes iron bars and fittings	ditto	1 0	2 0	3 0	5 0
Bonnets	ditto	4 0	3 6	5 3	8 9
Botargo	ditto	3 9	3 6	5 3	8 9
Borax or tincal	ditto	2 0	2 0	3 0	5 0
Bottles	ditto	1 0	1 8	2 6	4 2
Bowls of wood	ditto	1 0	2 4	3 6	5 10
Bows for cattle	ditto	0 6	2 4	3 6	5 10
Bran	ditto	0 6	1 6	2 3	3 9
Brandy	100 gallons	0 9	2 4	3 6	5 10
Brass and brass manufactures	ton	1 6	2 4	3 6	5 10
— old	ditto	0 10	2 4	3 6	5 10
Bread	ditto	1 4	2 0	3 0	5 0
Brewers' grains	ditto	0 6	1 6	2 3	3 9
Bricks, common	ditto	0 3	0 10	1 3	2 1
— bath and other kinds, tiles or slabs	ditto	0 3	1 8	2 6	4 2
Bristles	ditto	3 4	2 4	3 6	5 10
Brimstone and brimstone refined	ditto	0 6	1 8	2 6	4 2
Britannia ware	ditto	3 3	2 10	4 3	7 1
Brooms and brushes	ditto	2 6	2 10	4 3	7 1
Brocade of gold or silver	ditto	5 0	5 4	8 0	13 3
Bronze	ditto	1 6	2 4	3 6	5 10
— old	ditto	0 10	2 0	3 0	5 0
— work	ditto	1 6	3 6	5 3	8 9
Brown powder	ditto	1 0	2 0	3 0	5 0
Brush heads and stocks	per 1,000	0 9	1 8	2 6	4 2
Buckets, iron	ton	1 2	2 0	3 0	5 0
— wood	ditto	1 2	2 4	3 6	5 10
Buffers, large and small	ditto	1 0	1 8	2 6	4 2
Bugles	ditto	1 0	2 4	3 6	5 10
Bullion	ditto	5 0	5 4	8 0	13 3
Bullrushes	ditto	0 6	2 4	3 6	5 10
Bunting or ship flags	ditto	2 6	2 4	3 6	5 10
Bushes, cart	ditto	2 0	1 8	2 6	4 2

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.					
	Per	Rate.	Section A.		Section B.		Section C.	
			Per ton.		Per ton.		Per ton.	
		s. d.	s. d.	s. d.	s. d.	s. d.	s. d.	s. d.
Butter and butterine	ton	1 3	2 0	3 0	5 0	5 0	5 0	5 0
Buttons	ditto	2 6	2 4	3 6	5 10	5 10	5 10	5 10
Cabinet ware	ditto	1 0	3 6	5 3	8 9	8 9	8 9	8 9
Cables and cordage	ditto	1 0	2 0	3 0	5 0	5 0	5 0	5 0
Cages, parrot	ditto	3 9	3 6	5 3	8 9	8 9	8 9	8 9
Cake:—								
Aluminous	ditto	0 4	1 6	2 3	3 9	3 9	3 9	3 9
Cattle feeding	ditto	0 6	1 6	2 3	3 9	3 9	3 9	3 9
Calamine	ditto	0 3	0 10	1 3	2 1	2 1	2 1	2 1
Calcium, chloride of	ditto	0 6	1 8	2 6	4 2	4 2	4 2	4 2
Calavances	ditto	0 6	1 6	2 3	3 8	3 8	3 8	3 8
Calves' velves	ditto	1 8	2 10	4 3	7 1	7 1	7 1	7 1
Camatina	ditto	0 9	2 0	3 0	5 0	5 0	5 0	5 0
Cambric	ditto	2 6	2 4	3 6	5 10	5 10	5 10	5 10
Camcos	ditto	5 0	3 0	5 3	8 9	8 9	8 9	8 9
Camomile flowers	ditto	2 6	2 4	3 6	5 10	5 10	5 10	5 10
Camphine	ditto	2 6	5 8	8 6	14 2	14 2	14 2	14 2
Camphor	ditto	2 6	2 10	4 3	7 1	7 1	7 1	7 1
Canada plates	ditto	1 0	1 8	2 6	4 2	4 2	4 2	4 2
Candles, common	ditto	2 0	2 0	3 0	5 0	5 0	5 0	5 0
Candle wick	ditto	1 8	2 0	3 0	5 0	5 0	5 0	5 0
Canella alba	ditto	2 6	2 10	4 3	7 1	7 1	7 1	7 1
Canes	ditto	2 6	2 10	4 3	7 1	7 1	7 1	7 1
Cannel (Lancashire product)	ditto	2 6	2 10	4 3	7 1	7 1	7 1	7 1
Cantharides	ditto	0 2½	0 5	0 8	1 0	1 0	1 0	1 0
Canoes	ditto	2 6	2 10	4 3	7 1	7 1	7 1	7 1
Canvas	ditto	3 9	3 6	5 3	8 9	8 9	8 9	8 9
Capers	ditto	2 3	2 0	3 0	5 0	5 0	5 0	5 0
Capillaire	ditto	2 6	2 10	4 3	7 1	7 1	7 1	7 1
Capsicums	100 gallons	0 9	2 10	4 3	7 1	7 1	7 1	7 1
Capsules	ton	1 4	2 10	4 3	7 1	7 1	7 1	7 1
Caoutchouc	ditto	3 3	2 10	4 3	7 1	7 1	7 1	7 1
Carbon	ditto	2 6	2 10	4 3	7 1	7 1	7 1	7 1
Carboys, vitriol, empty	ditto	0 6	1 6	2 3	3 9	3 9	3 9	3 9
Cardamums	each	0 1	5 8	8 6	14 2	14 2	14 2	14 2
Cards, playing	ton	2 6	2 10	4 3	7 1	7 1	7 1	7 1
Car materials	ditto	5 0	2 10	4 3	7 1	7 1	7 1	7 1
Carminc	ditto	1 0	3 0	5 3	8 9	8 9	8 9	8 9
Carpets	ditto	4 2	2 0	3 0	5 0	5 0	5 0	5 0
Carriages for guns	ditto	2 6	2 4	3 6	5 10	5 10	5 10	5 10
and cars	each	1 0	2 0	3 0	5 0	5 0	5 0	5 0
Carrots	ditto	1 0	4 3	6 6	10 6	10 6	10 6	10 6
Carts	ton	0 3	1 6	2 3	3 9	3 9	3 9	3 9
— hand	each	0 6	2 10	4 3	7 1	7 1	7 1	7 1
Carvings of wood	ditto	0 3	2 4	3 6	5 10	5 10	5 10	5 10
Cassada plates	ton	3 3	2 10	4 3	7 1	7 1	7 1	7 1
Cassava bread	ditto	1 0	1 6	2 3	3 9	3 9	3 9	3 9
— powder	ditto	5 0	2 0	3 0	5 0	5 0	5 0	5 0
Cassia buds or vera	ditto	1 3	1 6	2 3	3 9	3 9	3 9	3 9
Cassin	ditto	2 6	2 4	3 6	5 10	5 10	5 10	5 10
Casts of busts statues or figures	ditto	2 6	2 4	3 6	5 10	5 10	5 10	5 10
Cattle food	ditto	3 9	3 6	5 3	8 9	8 9	8 9	8 9
S	ditto	1 6	2 0	3 0	5 0	5 0	5 0	5 0

ARTICLES.	WEARFARE RATES.		CANAL TOLLS.					
	Per	Rate.	Section A.		Section B.		Section C.	
			Per ton.		Per ton.		Per ton.	
Cattlings or harp strings	ton	s. d.	s. d.		s. d.		s. d.	
Caviare	ditto	3 9	3 6		5 3		8 9	
Cement	ditto	2 6	2 4		3 6		5 10	
Chairs (including deck and garden)	ditto	0 6	1 2		1 9		2 11	
Chain cables	ditto	1 0	2 4		3 6		5 10	
Chalk	ditto	1 0	1 6		2 3		3 9	
— French	ditto	0 2	0 10		1 3		2 1	
— prepared	ditto	1 0	2 4		3 6		5 10	
Chandeliers	ditto	2 6	2 4		3 6		5 10	
Chaplets	ditto	3 0	3 6		5 3		8 9	
Charcoal	ditto	5 0	2 10		4 3		7 1	
Charcoal refuse	ditto	0 4	1 8		2 6		4 2	
Chassam	ditto	0 3	1 4		2 0		3 3	
Cheese	100 lbs	0 2	2 10		4 3		7 1	
Cheese boards	ton	1 1	2 0		3 0		5 0	
Cheese making apparatus	dozen	0 0	2 10		4 3		7 1	
Chemicals not otherwise defined	ditto	1 0	2 10		4 3		7 1	
— apparatus	ton	2 6	2 10		4 3		7 1	
Cherries	ditto	3 3	2 10		4 3		7 1	
Chicory, root and g	ditto	1 3	2 10		3 6		5 10	
China	ditto	0 10	2 0		3 0		5 0	
China grass	ditto	3 0	2 10		4 3		7 1	
Chirayita	ditto	1 0	1 8		2 6		4 2	
Chloride of potash	ditto	2 6	2 10		4 3		7 1	
Chloroform	ditto	2 6	2 10		3 0		5 0	
Chrome ore	ditto	3 0	2 10		4 3		7 1	
Chutney	ditto	0 5	6		2 3		3 9	
Churns of wood	ditto	2 6	2 10		3 6		5 10	
Cider	ditto	1 0	4		3 6		5 10	
Cigars and cigarettes	100 gallons	0 5	0		0		0	
Cinnamon	ditto	3 0	2 10		3 6		5 10	
Cinnabar and cinnabaris	ditto	0 2	0 10		1 3		2 1	
Cinnamon	ditto	2 6	2 10		4 3		7 1	
Citron, preserved	ditto	2 6	2 10		5 3		8 9	
— salted	ditto	1 6	2 0		3 0		5 0	
— raw	100 gallons	0 5	1 8		2 6		4 2	
Civet	ton	1 9	2 0		3 0		5 0	
Clamp screws	ditto	3 9	3 6		5 3		8 9	
Clay black blue cutty cambria and pipe	ditto	0 4	2 4		3 6		5 10	
— common	ditto	0 3	1 6		2 3		3 9	
— figures	ditto	0 1	0 10		1 3		2 1	
— retorts	ditto	3 9	3 6		5 3		8 9	
— china and stone	ditto	0 8	1 6		2 3		3 9	
— firebrick	ditto	0 5	1 6		2 3		3 9	
Clocks clockwork machinery materials	ditto	0 3	6 10		1 3		2 1	
Hog soles	ditto	2 6	3 6		5 3		8 9	
— sets, earthenware	1,000	0 4	1 8		2 6		4 2	
Cloth, metallic	ton	2 6	2 4		3 6		5 10	
Clothes pins	ditto	3 3	2 10		4 3		7 1	
— wringers	ditto	1 0	0		3 0		5 0	
Cloves	ditto	1 0	2 4		3 6		5 10	
Coachbuilders' work	ditto	2 6	2 10		4 3		7 1	
	ditto	3 9	3 6		5 3		8 9	



ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
			Per ton.	Per ton.	Per ton.
Coal	ton	s. d.	s. d.	s. d.	s. d.
Cobalt ore	ditto	0 2½	0 5	0 8	1 0
Cobalt and oxide of cobalt dust	ditto	0 5	1 8	2 6	4 2
Cochineal	ditto	3 4	2 10	4 3	7 1
Cocoa	ditto	5 0	3 6	5 3	8 9
Coculus indicus	ditto	1 2	2 0	3 0	5 0
Codilla	ditto	2 6	2 10	4 3	7 1
Coffee	ditto	0 6	2 0	3 0	5 0
— mills and roasters	ditto	1 2	2 0	3 0	5 0
Coin—copper	ditto	1 2	2 4	3 6	5 10
— and piastres bronze	ditto	1 2	2 4	3 6	5 10
Coir	ditto	1 6	2 4	3 6	5 10
— fabric matting rope and yarn	ditto	1 0	2 0	3 0	5 0
Coke	ditto	1 0	2 0	3 0	5 0
Colocynth	ditto	0 2½	0 5	0 8	1 0
Coloring for porter	ditto	3 0	2 10	4 3	7 1
Combs	100 gals.	0 5	1 8	2 6	4 2
Condiments	ton	2 6	2 4	3 6	5 10
Confectionary and confectioners' colours	ditto	2 3	2 0	3 0	5 0
Conserves	ditto	2 3	2 0	3 0	5 0
Coolers or tubs	ditto	2 6	2 0	3 0	5 0
Cop waste cop bottoms or cotton fly	score	0 1½	2 10	4 3	7 1
Copper ore, argentiferous	ton	0 6	2 0	3 0	5 0
— pyrites	ditto	0 5	1 6	2 3	3 9
— cinders	ditto	0 3	1 6	2 3	3 9
— or copper manufactures	ditto	0 2	1 6	2 3	3 9
— Barilla and regulus and argentiferous	ditto	1 2	2 4	3 6	5 10
— copper regulus	ditto	0 8	1 8	2 6	4 2
— old	ditto	1 0	2 4	3 6	5 10
— sulphate of	ditto	0 11	1 8	2 6	4 2
— precipitate	ditto	0 8	2 4	3 6	5 10
Copperas, white	ditto	0 9	1 8	2 6	4 2
— green	ditto	0 5	1 4	2 0	3 4
Copra	ditto	0 0	1 0	2 0	3 0
Coral	ditto	0 0	1 0	2 0	3 0
— manufactured and imitation	ditto	0 0	1 0	2 0	3 0
— of cork wood	ditto	0 0	1 0	2 0	3 0
Corks	ditto	5 0	4 0	6 0	10 0
Cordage	ditto	1 0	2 4	3 6	5 10
Cordials	ditto	2 0	2 10	4 3	7 1
Corn:—barley beans dari Indian locust beans	100 gallons	0 8	2 0	3 0	5 0
— oats peas and rye	ton	0 6	1 6	2 2	3 2
— Barley-meal pearl and shell barley hominy	ditto	1 0	1 6	2 2	3 2
— and hominy-flour meal and oatmeal prepared	ditto	0 6	1 6	2 2	3 2
— Indian corn meal or flour	ditto	0 8	1 6	2 2	3 2
— bran pollards shudes and sharps	ditto	0 8	1 6	2 2	3 2
— wheat	ditto	1 0	1 6	2 2	3 2
— flour	ditto	0 6	1 6	2 2	3 2
— bere and big lentils tares and buckwheat	ditto	0 6	1 6	2 2	3 2
— flour and meal malt split peas and wheat	ditto	0 6	1 6	2 2	3 2
— screenings	ditto	0 6	1 6	2 2	3 2

## The Manchester Ship Canal Act 1885.

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Cordwood . . . . .	ton	s. d.	Per ton.	Per ton.	Per ton.
Cortex . . . . .	ditto	0 3	1 6	2 3	3 9
Cosmetiques . . . . .	ditto	4 2	2 10	4 3	7 1
Cotton seed . . . . .	ditto	3 3	3 6	5 3	8 9
— waste . . . . .	ditto	1 0	1 6	2 3	3 9
— wool or raw cotton in bales	ditto	0 6	1 10	2 9	4 7
— thread . . . . .	ditto	1 9	2 6	2 7	4 3
— thread waste . . . . .	ditto	2 3	2 0	3 0	5 0
— wool droppings . . . . .	ditto	0 5	2 0	3 0	5 0
— manufactured . . . . .	ditto	0 6	2 0	3 0	5 0
— wool pickings and droppings	ditto	1 3	2 0	2 6	3 10
Cowhage . . . . .	ditto	0 6	2 4	3 6	5 10
Cowries . . . . .	ditto	2 6	2 10	4 3	7 1
Cradles . . . . .	ditto	1 0	2 4	3 6	5 10
Cranberries . . . . .	each	0 1	3 6	5 3	8 9
Crayons . . . . .	ton	1 4	2 0	3 0	5 0
Creosote . . . . .	ditto	2 6	2 4	3 6	5 10
Crucibles . . . . .	ditto	1 9	1 6	2 3	3 9
Crystals, soda or washing	ditto	2 3	2 0	3 0	5 0
Crystal . . . . .	ditto	0 6	1 6	2 3	3 9
Crystals . . . . .	ditto	5 0	2 0	3 0	5 0
— citric acid . . . . .	ditto	5 0	3 6	5 3	8 9
Cubebs, East Indian . . . . .	ditto	2 0	1 6	2 3	3 9
Cubic nitre . . . . .	ditto	2 6	2 10	4 3	7 1
Cudbear . . . . .	ditto	1 0	1 8	2 6	4 2
Culm . . . . .	ditto	1 0	2 0	3 0	5 0
Curiosities, natural and artificial	ditto	0 2 <sup>1</sup>	0 5	0 8	1 0
Currants . . . . .	ditto	5 0	3 6	5 3	8 9
Curry powder . . . . .	ditto	1 4	1 10	2 9	4 7
Cutch . . . . .	ditto	2 6	2 0	3 0	5 0
Cuttle fish and cuttle fish bones	ditto	0 9	1 8	2 6	4 2
Cutlery . . . . .	ditto	2 6	2 10	4 3	7 1
Dammon or dammar . . . . .	ditto	1 2	2 4	3 6	5 10
Dates . . . . .	ditto	0 9	1 8	2 6	4 2
Divi divi . . . . .	ditto	1 4	2 0	3 4	5 0
Dental materials . . . . .	ditto	0 11	1 8	2 6	4 2
Diamonds, and carbonate of	ditto	5 0	3 6	5 3	8 9
Disinfecting fluid powder . . . . .	ditto	3 9	3 6	5 3	8 9
Diving apparatus . . . . .	ditto	0 6	2 4	3 6	5 10
Dollies . . . . .	ditto	3 3	2 10	4 3	7 1
Down . . . . .	ditto	1 0	2 0	3 0	5 0
Dragons' blood . . . . .	ditto	5 0	3 6	5 3	8 9
Drapery . . . . .	ditto	2 6	2 10	4 3	7 1
Drugs . . . . .	ditto	3 3	2 10	4 3	7 1
Dyewoods (except Camwood and Sapanwood)	ditto	2 6	2 4	3 6	5 10
Dressuffs . . . . .	ditto	0 9	1 6	2 3	3 9
Dryware . . . . .	ditto	4 2	2 4	3 6	5 10
— earthenware, loose . . . . .	ditto	1 0	2 4	3 6	5 10
Earth, fuller's, &c. &c. . . . .	ditto	0 8	2 0	3 0	5 0
	ditto	0 6	1 6	2 3	3 9

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Eau de Cologne	ton	s. d.	Per ton.	Per ton.	Per ton.
Eggs	ditto	3 9	3 6	5 3	8 9
Electrotype plates	ditto	2 6	2 4	3 6	5 10
Embroidery	ditto	3 3	2 10	4 3	7 1
Emery	ditto	3 9	3 6	5 3	8 9
Emery cloth	ditto	1 8	2 0	3 0	5 0
Empty tierces	ditto	1 6	2 0	3 0	5 0
Cartridge cases	each	0 0½	2 0	3 0	5 0
Barrels	ton	1 6	2 4	3 6	5 10
½ Barrels	score	0 6	2 4	3 0	5 10
½ Crates and ¼ crates	ditto	0 3	2 0	3 0	5 0
Cases, chests &c.	ditto	0 6	2 0	3 0	5 0
Hogsheads, crates iron drums and casks not otherwise described	each	0 0½	2 0	3 0	5 0
Baskets and hampers	ditto	0 1	2 0	3 0	5 0
Demijohns	score	0 1	2 0	3 0	5 0
Boxes	ditto	0 3	1 8	2 6	4 2
Oil cans	ditto	0 6	2 0	3 0	5 0
Carboys	ditto	0 6	2 0	3 0	5 0
Punchcons	ditto	0 6	2 10	4 3	7 1
Enamel	each	0 1	2 0	3 0	5 0
Engine packing	ton	3 9	3 6	5 3	8 9
Engines, locomotive	ditto	0 8	2 0	3 0	5 0
Essences	ditto	1 0	1 10	2 9	4 7
Ether	ditto	3 9	3 6	5 3	8 9
Envelopes, straw, for bottles	ditto	3 9	3 6	5 3	8 9
Euphorbium	ditto	1 3	2 0	3 0	5 0
Extracts to be used in medicines or for dyeing purposes.	ditto	2 6	2 10	4 3	7 1
Extracts for tanning	ditto	4 2	2 10	4 3	7 1
Fans	ditto	0 9	1 8	2 6	4 2
Fat	ditto	3 9	3 6	5 3	8 9
Farina and farina solidified	ditto	0 6	1 8	2 6	4 2
Feathers, dressed	ditto	1 0	1 6	2 3	3 9
undressed	ditto	5 0	3 6	5 3	8 9
Feldspar	ditto	2 6	3 6	5 3	8 9
Fenders	ditto	0 3	1 6	2 3	3 9
Felt, all kinds	each	0 1	2 4	3 6	5 10
Fibres	ton	1 0	2 0	3 0	5 0
Figs, fig cake or paste	ditto	1 0	2 0	3 0	5 0
Files	ditto	1 4	2 0	3 0	5 0
Filters	ditto	1 0	2 0	3 0	5 0
Fish, fresh	ditto	0 8	2 4	3 6	5 10
— dry and dry salted	ditto	2 6	2 10	4 3	7 1
— all kinds (tinned)	ditto	0 3	2 0	3 0	5 0
— all others in puncheon pipe tierce or cask not otherwise described	ditto	2 6	2 0	3 0	5 0
— barrels	each	0 2	2 10	4 3	7 1
— case crate box or smaller package	ditto	0 1	2 10	4 3	7 1
Fishing materials, including fish hooks	ditto	0 0½	2 10	4 3	7 1
Fixing powder	ton	3 3	2 10	4 3	7 1
Flannel	ditto	0 4	2 4	3 6	5 10
	ditto	2 6	2 4	3 6	5 10

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Flavine	ton	s. d.	Per ton.	Per ton.	Per ton.
Flax, rough	ditto	4 2	2 4	3 6	5 10
— waste	ditto	1 0	2 0	3 0	5 0
Flint, dried or ground	ditto	0 6	2 0	3 0	5 0
Flocks, wool	ditto	0 4	1 6	2 3	3 9
Floor cloth and oil cloth	ditto	1 9	2 0	3 0	5 0
Florida water	ditto	1 0	2 4	3 6	5 10
Flower-roots plants or trees	100 gallons	0 8	2 4	3 6	5 10
Flowers, artificial or dried	ton	2 6	2 4	3 6	5 10
Flour spar	ditto	3 9	3 6	5 3	8 9
Forbidden fruit	ditto	0 3	2 10	4 3	7 1
Fruit:—	ditto	1 3	2 0	3 0	5 0
Almonds	ditto	2 6	2 10	4 3	7 1
In the shell	ditto	1 0	2 4	3 6	5 10
Apples and pears, raw and dried	ditto	1 8	1 8	2 6	4 2
Olives	ditto	1 6	1 8	2 6	4 2
Grapes	ditto	2 6	2 4	3 6	5 10
Nuts:—Nuts, anacardum or cashew castanha } pecan pistachio and walnuts }	ditto	1 10	2 0	3 0	5 0
Melons, loose	100	0 6	2 4	3 6	5 10
Oranges and lemons	ton	0 8	2 0	3 0	5 0
Chestnuts	ditto	1 6	1 8	2 6	4 2
Cocoa or coker	100	0 2	2 0	3 0	5 0
Preserved in own juice or fruits tinned of all kinds	ton	1 6	2 0	3 0	5 0
Raw or dried	ditto	1 3	2 0	3 0	5 0
Preserved in brandy	ditto	2 6	2 4	3 6	5 10
All other kinds	ditto	2 6	3 0	5 3	8 9
Furniture, household	ditto	1 0	3 0	5 3	8 9
Forks, "iron" hay	ditto	1 2	2 4	3 6	5 10
— stable	ditto	1 2	2 0	3 0	5 0
Fowling-pieces	ditto	3 3	2 10	4 3	7 1
Frames for pictures	ditto	3 9	3 6	5 3	8 9
— windows	ditto	1 0	2 0	3 0	5 0
Freestone	ditto	0 2	0 10	1 3	2 1
Freezing mixture	ditto	2 3	2 10	4 3	7 1
Fuel, patent	ditto	0 12 1	0 10	1 3	2 1
Furniture, coffin	ditto	2 3	2 4	3 6	5 10
Fuze	ditto	3 9	3 6	5 3	8 9
— safety	ditto	3 9	2 4	3 6	5 10
Galangal	ditto	2 6	2 10	4 3	7 1
Galbanum	ditto	2 6	2 10	4 3	7 1
Galls	ditto	2 6	2 0	3 0	5 0
Gambree gambier or terra japonica	ditto	0 9	1 8	2 6	4 2
Gamboge	ditto	2 6	2 10	4 3	7 1
Game, fresh	ditto	3 9	3 6	5 3	8 9
Gauister	ditto	0 3	0 10	1 3	2 1
Garancine	ditto	0 10	2 0	3 0	5 0
Garden implements	ditto	2 6	2 4	3 6	5 10
Garden rollers	ditto	1 0	1 8	2 6	4 2
Garlic	ditto	2 6	2 10	4 3	7 1
Gasoline	ditto	0 10	2 0	3 0	5 0

ARTICLES.	WEARFARE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Gauges	ton	s. d.	Per ton.	Per ton.	Per ton.
Gelatine	ditto	2 3	2 10	4 3	7 1
Ginger	ditto	2 6	2 4	3 6	5 10
— preserved	ditto	1 4	2 4	3 6	5 10
— ale or beer bottled	ditto	2 6	2 10	4 3	7 1
Gigs	1 dozen quarts	0 0½	2 0	3 0	5 0
Gin and Geneva	each	1 0	3 6	5 3	8 9
Ginseng	100 gallons	0 8	2 4	3 6	5 10
Glass and glass ware	ditto	2 6	2 10	4 3	7 1
— broken	ton	1 2	2 10	4 3	7 1
— paper	ditto	0 6	1 6	2 3	3 9
Gloves	ditto	1 6	2 0	3 0	5 0
Glucose	ditto	3 9	3 6	5 3	8 9
Glue	ditto	1 2	1 8	2 6	4 2
— marine	ditto	1 4	2 0	3 0	5 0
— spetches	ditto	0 6	2 0	3 0	5 0
Gluten	ditto	1 4	2 0	3 0	5 0
Glycerine	ditto	2 6	2 10	4 3	7 1
Gold bars	ditto	1 6	2 10	4 3	7 1
— beaters' skin leaves and foil	ditto	5 0	5 4	8 0	13 3
— ore dust and sweepings	ditto	3 9	3 6	5 3	8 9
— bags of the average value of £2 per ton	ditto	5 0	5 4	8 0	13 3
Gongs	ditto	1 0	3 6	5 3	8 9
Granilla	each	0 1	2 4	3 6	5 10
Granite, polished	ton	1 8	2 0	3 0	5 0
Grapes	ditto	2 0	2 0	3 0	5 0
Grass, Indian corn	ditto	2 6	2 10	4 3	7 1
— Danube dista	ditto	0 4	1 8	2 6	4 2
— Egyptian palmetta	ditto	0 4	1 8	2 6	4 2
— Rice rye Sicilian and Spanish or Esparto	ditto	0 4	1 8	2 6	4 2
Gravel	ditto	0 4	1 8	2 6	4 2
Grass, for brushmaking	ditto	0 1½	0 10	1 3	2 1
Grease or greaves	ditto	1 0	2 0	3 0	5 0
Groats	ditto	0 6	1 8	2 6	4 2
Grummetts or wood hanks	ditto	0 6	1 5	2 2	3 8
Guano and phospho guano	gross	0 1	2 0	3 0	5 0
Guinea grains	ton	0 6	1 6	2 3	3 9
Gums, all kinds	ditto	1 8	2 10	4 3	7 1
Gun barrel moulds and locks	ditto	1 6	2 0	3 0	5 0
Gun stocks	ditto	2 6	2 10	4 3	7 1
Guns, brass and bronze	120	0 1	2 4	3 6	5 10
— iron cast, new or old	ton	1 6	2 10	4 3	7 1
— wrought	ditto	0 4	1 8	2 6	4 2
— steel and appurtenances	ditto	1 0	1 8	2 6	4 2
Gunny bags and cloth	ditto	1 0	1 8	2 6	4 2
Gunpowder	ditto	1 9	1 8	2 6	4 2
Gut	100 lbs.	0 2	5 4	8 0	13 3
Guts (in brine)	ton	2 6	2 10	4 3	7 1
Gutta percha	ditto	1 0	1 8	2 6	4 2
— manufactured	ditto	2 6	2 10	4 3	7 1
Gymnastic apparatus	ditto	2 11	2 4	3 6	5 10
Gypsum	ditto	3 3	2 10	4 3	7 1
	ditto	0 2	1 6	2 3	3 9

## The Manchester Ship Canal Act 1885.

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	For	Rate.	Section A.	Section B.	Section C.
			Per ton.	Per ton.	Per ton.
	s.	d.	s.	d.	s.
Haberdashery	ton	2 3	2 10	4 3	7 1
Hair, all kinds of	ditto	1 10	2 0	3 0	5 0
Hair cloth	ditto	2 6	2 4	3 6	5 10
Hair dye and restorer	ditto	3 9	3 6	5 3	8 9
Hammocks	doz.	0 1	2 0	3 0	5 0
Handles, broom and brush	1000	0 6	1 8	2 0	4 2
Hardens	ton	3 3	2 10	4 3	7 1
Hardware	ditto	1 2	2 4	3 6	5 10
Harmoniums	ditto	3 9	3 6	5 3	8 9
Harness	ditto	3 3	2 10	4 3	7 1
Harrows	ditto	1 0	2 0	3 0	5 0
Hats	ditto	3 9	3 6	5 3	8 9
Hay	ditto	1 0	2 0	3 0	5 0
Heath for brushes	ditto	0 4	2 0	3 0	5 0
Hellebore	ditto	1 0	2 0	3 0	5 0
Hemp, rough and straw	ditto	2 6	2 10	4 3	7 1
— waste	ditto	1 0	2 0	3 0	5 0
Herbs, dried	ditto	0 6	1 8	2 0	4 2
Herrings	ditto	2 4	2 10	4 3	7 1
Hides, wet	ditto	2 9	3 6	5 3	8 9
— dry	ditto	1 8	2 4	3 6	5 10
— pieces of, or glue pieces	ditto	2 6	2 10	4 3	7 1
— varnished or japanned	ditto	0 9	1 1	2 0	4 2
Hoes	ditto	2 3	2 0	3 0	5 0
Hollow-ware	ditto	1 1	2 0	3 0	5 0
Hominy	ditto	1 1	2 0	3 0	5 10
Hones	ditto	1 0	2 0	3 0	5 8
Honey	ditto	0 6	1 4	2 0	3 10
Hoofs of cattle	ditto	2 6	3 0	4 3	5 10
Hops	ditto	1 6	2 3	3 6	5 9
Horns horn-tips and pieces of horns	ditto	2 11	3 0	4 3	5 10
— piths shavings and slugs	ditto	1 6	2 0	3 0	4 2
Hoops, mast and truss	ditto	1 6	2 0	3 0	4 2
Horse boxes	ditto	2 0	2 8	3 6	4 10
Hull masts &c. of vessels condemned	ditto	1 0	2 0	3 0	5 0
Hosiery	ditto	1 0	2 0	3 0	5 0
Houses, wood and iron	ditto	3 3	2 10	4 3	7 1
Hurdles, iron	ditto	1 0	2 0	3 0	5 0
— wood, containing one dozen	ditto	1 1	2 8	3 6	4 10
Iceland moss, or lichen Icelandicus	ditto	2 0	2 8	3 6	4 10
Ice	ditto	2 6	2 10	4 3	7 1
Incense	ditto	0 3	1 4	2 0	3 4
India rubber	ditto	1 6	2 0	3 0	5 0
Indigo	ditto	2 6	2 4	3 6	5 10
Instruments, musical	ditto	5 0	10 10	4 3	7 1
— mathematical nautical and surgical	ditto	4 0	3 6	5 3	8 9
Ink	ditto	2 3	2 0	3 0	5 0
Inkle	ditto	2 6	2 4	3 6	5 10
Insect powder	ditto	2 6	2 10	4 3	7 1
Insulators	ditto	2 3	2 0	3 0	5 0
Iodine	ditto	2 6	2 4	3 6	5 10
Iron ore	ditto	0 21	0 10	1 3	2 1
— oxide of	ditto	0 21	0 10	1 3	2 1

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Iron dross	ton	s. d.	Per ton	Per ton	Per ton
— pyrites	ditto	0 2	s. d.	s. d.	s. d.
— stampings, warewashers	ditto	0 3	0 10	1 3	2 1
— ironmongery	ditto	1 2	0 10	1 3	2 1
— chromate	ditto	1 2	1 8	2 6	4 2
— anchors bolts chains cables corrugated files	ditto	0 9	2 4	3 6	5 10
galvanized retorts hurdles nuts rivets	ditto	0 9	0 10	1 3	2 1
— safes springs and staples	ditto	1 0	1 8	2 0	3 4
— angle bar bands bolt cast plate puddled	ditto	0 6	1 4	2 0	3 4
rod sheet knees tubing tyres and axles	ditto	0 6	1 6	2 3	3 9
— railway materials of all descriptions	ditto	0 4	1 3	1 10	3 1
— blooms borings broken ferro manganese	ditto	1 0	1 8	2 0	3 4
ingots old pig and scrap	ditto	2 6	2 4	3 6	5 10
— manufactured, not enumerated	ditto	1 0	2 0	3 0	5 0
Isinglass	ditto	2 6	2 4	3 6	5 10
Isle	ditto	1 0	2 0	3 0	5 0
Ivory black	ditto	1 0	2 4	3 6	5 10
Ivory	ditto	5 0	3 6	5 3	8 9
Jalap	ditto	2 6	2 10	4 3	7 1
Japanned or lacquered ware	ditto	2 6	2 4	3 6	5 10
Jellies	ditto	2 6	2 0	3 0	5 0
Jet	ditto	3 9	3 6	5 3	8 9
Jewellery and mock jewellery	ditto	5 0	5 4	8 0	13 3
Jewellers' ashes and sweepings	ditto	3 9	3 6	5 3	8 9
Johanna fruit	ditto	0 6	2 0	3 0	5 0
Jowls	ditto	1 2	2 0	3 0	5 0
Juice, currant lemon lime orange	100 gallons	0 8	2 4	3 6	5 10
Junk	ton	0 6	2 0	3 0	5 0
Jute cuttings, for paper manufacture only	ditto	0 5	1 6	2 3	3 9
Jute hemp	ditto	0 9	1 8	2 6	4 2
Jute hemp waste	ditto	0 6	1 8	2 6	4 2
Kelp	ditto	0 6	2 0	3 0	5 0
Kentledge	ditto	0 3	0 10	1 3	2 1
Knives	ditto	1 2	2 4	3 6	5 10
Kernels, palm or ground nut	ditto	0 8	1 8	2 6	4 2
Labels of paper or wood	ditto	1 9	1 8	2 6	4 2
Lac button gum stick, seed and shell	ditto	1 6	2 0	3 0	5 0
— dyc	ditto	4 2	2 4	3 6	5 10
Lace	ditto	3 9	3 6	5 3	8 9
Ladders	each	0 0 1	2 0	3 0	5 0
Lamp black	ton	1 0	2 4	3 6	5 10
Lamps other than plate and plated ware	ditto	3 3	2 10	4 3	7 1
Lamp-wick cotton	ditto	1 8	2 0	3 0	5 0
Lard	ditto	1 1	1 8	2 6	4 2
— refined	ditto	1 1	2 0	3 0	5 0
Lasts, shoe	ditto	1 0	2 0	3 0	5 0
Laths	ditto	2 0	1 8	2 6	4 2
Latten, black	ditto	1 0	2 10	4 3	7 1
Lavender flowers	ditto	2 6	2 10	4 3	7 1
Lead	ditto	0 9	1 6	2 3	3 9
— black red and white	ditto	1 0	1 6	2 3	3 9
— shot	ditto	1 0	2 0	3 0	5 0
— sugar of	ditto	1 0	1 6	2 3	3 9

ARTICLES.	WEARFARE RATES.		CANAL TOLLS.					
	Per	Rate.	Section A.		Section B.		Section C.	
			Per ton.		Per ton.		Per ton.	
Lead, acetate of	ton	s. d.	s. d.		s. d.		s. d.	
— chromate of	ditto	1 0	1 6		2 3		3 9	
— manufactures of	ditto	0 9	1 6		2 3		3 9	
— pencils	ditto	0 9	1 6		2 3		3 9	
— powder	ditto	2 6	2 4		3 6		5 10	
Leather:—	ditto	1 0	2 0		3 0		5 0	
Cuttings tanned and chamois	ditto							
Boards	ditto	2 6	2 0		3 0		5 0	
Scraps and shavings for manure	ditto	1 4	2 0		3 0		5 0	
Leather, wrought	ditto	0 5	1 4		2 0		3 4	
Leaves, aloe bay carnauba cocoa palm palmetto	ditto	2 6	3 0		3 6		5 10	
senna and sinder	ditto							
— rose	ditto	1 0	1 8		2 6		4 2	
— shumac	ditto	2 6	2 10		4 3		7 1	
Leeches	ditto	0 8	2 0		3 0		5 0	
Lemon, peel and candied	ditto	3 3	2 10		4 3		7 1	
— and lemon or orange peel in brine	ditto	2 6	2 0		3 0		5 0	
Life buoys, cork	100 gallons	0 5	1 8		2 6		4 2	
Lime	each	0 1	2 4		3 6		5 10	
— acetate of	ton	0 4	0 10		1 3		2 1	
— chloride or muriate of	ditto	0 9	1 6		2 3		3 9	
— borate of	ditto	0 6	1 8		2 6		4 2	
— chromate of	ditto	1 0	1 6		2 3		3 9	
— citrate of	ditto	0 6	1 6		2 3		3 9	
— phosphate of	ditto	2 6	2 10		4 3		7 1	
— salt of	ditto	0 2	1 6		2 3		3 9	
— superphosphate of	ditto	0 6	1 4		2 0		3 4	
Limestone, magnesian, other than lithographic	ditto	0 6	1 6		2 3		3 9	
stones	ditto	0 2	0 10		1 3		2 1	
Limestones	ditto	0 2	0 10		1 3		2 1	
Linen cloth, loose	ditto	2 6	2 4		3 6		5 10	
— rags	ditto	0 5	1 8		2 6		4 2	
— yarn waste, fit only for making paper	ditto	0 5	2 0		3 0		5 0	
Linoleum	ditto	1 0	2 4		3 6		5 10	
Liquor, printers'	100 gallons	0 4	2 4		3 6		5 10	
Liquorice, paste powder root and juice	ton	1 4	2 4		3 6		5 10	
Litharge	ditto	1 0	1 8		2 6		4 2	
Lithographs	ditto	3 9	3 6		5 3		8 9	
Mace	ditto	2 6	3 6		5 3		8 9	
Macaroni and macaroni paste	ditto	4 2	2 10		4 3		7 1	
Machines and machinery, loose or in packages	ditto	1 0	1 10		2 9		4 7	
Madder, roots and root dust	ditto	0 10	1 8		2 6		4 2	
Magnesia	ditto	1 0	2 0		3 0		5 0	
— muriate of and sulphate of	ditto	0 6	1 6		2 3		3 9	
Magnesium, chloride of	ditto	0 6	2 0		3 0		5 0	
Magnets	ditto	2 6	2 4		3 6		5 10	
Maize	ditto	0 6	1 6		2 3		3 9	
Mandioca flour	ditto	0 10	1 6		2 3		3 9	
Manna	ditto	2 6	2 10		4 3		7 1	
— croup	ditto	1 0	1 6		2 3		3 9	
Manure, beef fish and patent	ditto	0 6	1 6		2 3		3 9	
— common	ditto	0 5	1 4		2 0		3 4	
Manganese	ditto	0 5	1 4		2 0		3 4	
Maps and charts	ditto	3 9	3 6		5 3		8 9	





ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Musk	ton	s. d.	Per ton.	Per ton.	Per ton.
Muskets	ditto	3 9	3 6	5 3	2 9
Mustard	ditto	3 3	10 10	4 3	8 9
Mutton	ditto	0 2	2 4	3 6	7 1
Myrabolams	ditto	1 3	10 10	4 3	5 10
Myrrh	ditto	0 7	1 8	2 6	7 1
Nails and spikes of all descriptions	ditto	1 6	2 0	3 0	4 2
Naphtha, and spirits of	ditto	1 0	1 8	2 6	5 0
Natron	ditto	1 3	2 4	3 6	7 1
Needles	ditto	0 6	1 4	2 0	3 4
Needle work	ditto	1 2	10 10	4 3	8 9
Nets and fishing nets	ditto	3 9	2 6	5 3	7 1
Nickle	ditto	2 3	2 0	3 0	4 2
— arseniate of	ditto	2 6	2 4	3 6	5 10
— matte and nickle ore	ditto	1 0	2 4	3 6	5 10
Nutmegs	ditto	0 5	1 8	2 6	4 2
Nuts:—	ditto	2 6	2 0	3 0	5 0
Beetle coquilla coquilla corozo or ivory	ditto	1 0	2 0	3 0	5 0
Palm, ground, and for expressing oil therefrom	ditto	0 8	1 8	2 6	4 2
Nux vomica	ditto	0 7	1 8	2 6	4 2
Oakum	ditto	0 6	2 0	3 0	5 0
Ochre or oker	ditto	0 6	1 6	2 6	3 9
Oil:—					
Castor	ditto	1 5	2 0	3 0	5 0
Cocoa nut	ditto	1 5	1 8	2 6	4 2
Colza	ditto	1 5	1 8	2 6	4 2
Cotton seed	ditto	1 5	1 8	2 6	4 2
Dubbing	ditto	1 5	1 8	2 6	4 2
Lard	ditto	1 5	1 8	2 6	4 2
Linsced	ditto	1 5	1 8	2 6	4 2
Lubricating	ditto	1 5	1 8	2 6	4 2
Machinery	ditto	1 5	1 8	2 6	4 2
Mineral	ditto	1 5	1 8	2 6	4 2
Oleine	ditto	1 5	1 8	2 6	4 2
Olive	ditto	1 5	1 8	2 6	4 2
Palm nut	ditto	1 5	1 8	2 6	4 2
Paraffin	ditto	1 5	1 8	2 6	4 2
Rape	ditto	1 5	1 8	2 6	4 2
Rock	ditto	1 5	1 8	2 6	4 2
Sperm	ditto	1 5	1 8	2 6	4 2
Spermaceti	ditto	1 5	1 8	2 6	4 2
Tallow	ditto	1 5	1 8	2 6	4 2
Watch	ditto	1 5	1 8	2 6	4 2
Cod	ditto	1 5	1 8	2 6	4 2
Menhaden	ditto	1 5	1 8	2 6	4 2
Natural lubricating	ditto	1 5	1 8	2 6	4 2
Palm	ditto	1 5	1 8	2 6	4 2
Seal	ditto	1 5	1 8	2 6	4 2
Sardines	ditto	1 5	1 8	2 6	4 2
Train or whale	ditto	1 5	1 8	2 6	4 2
Petroleum	ditto	1 5	1 8	2 6	4 2
Pitch	ditto	1 5	1 8	2 6	4 2
Rosin or Resin	ditto	1 5	1 8	2 6	4 2

The Manchester Ship Canal Act 1885.

305

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Oil :- Cod liver	ton	s. d.	Per ton	Per ton	Per ton
Essential	ditto	2 3	2 0	3 0	5 0
Peppermint	ditto	3 3	2 10	4 3	7 1
Poppy	ditto	3 3	2 10	4 3	7 1
Sandal wood	ditto	3 3	2 10	4 3	7 1
Sassafras	ditto	3 3	2 10	4 3	7 1
Oils of all kinds boiled or manufactured not otherwise described	ditto	2 3	2 0	3 0	5 0
Oil cloth	ditto	1 5	1 8	3 6	4 2
Oil stones, dressed	ditto	1 0	2 4	3 6	5 10
— undressed	ditto	0 6	2 4	3 6	5 10
Oleomargarine	ditto	0 3	2 4	3 6	5 10
Olibanum	ditto	1 3	2 4	3 6	5 10
Oilmen's stores	ditto	1 6	2 0	3 0	5 0
Olives	ditto	2 6	2 0	3 0	5 0
Onions	ditto	1 6	2 0	3 0	5 0
Opium	ditto	1 0	2 6	3 3	5 9
Orange peel, candied	ditto	2 6	2 10	4 3	7 1
— peel, in brine	ditto	2 6	2 0	3 0	5 0
Orchellor weed	100 gallons	0 5	1 8	2 6	4 2
Ores, unenumerated	ton	1 6	2 0	3 0	5 0
Organs	ditto	0 5	1 6	2 3	3 9
Oresdew	ditto	3 9	3 6	5 3	7 9
Orpiment	ditto	3 3	2 10	4 3	7 1
Osnaburghs	ditto	2 6	2 0	3 0	5 0
— loose	ditto	2 3	2 0	3 0	5 0
Oxen, dead	ditto	2 3	2 0	3 0	5 0
Packing boards	ditto	1 1	2 10	4 3	7 1
— soapstone	100	0 12	2 10	4 3	7 1
Paddy or rice, in husk	ton	0 12	1 8	2 6	4 2
Paints and painters' colours and materials	ditto	1 0	1 6	2 3	3 9
Painters' pegs	ditto	0 1	1 8	2 6	4 2
Palm nut meal and refuse	1,000	0 2	2 0	3 0	5 0
Palmetto leaves and thatch	ton	0 6	1 6	2 3	3 9
Palm branches	ditto	1 0	2 0	3 0	5 0
Paper	ditto	3 3	2 10	4 3	7 1
— hangings	ditto	1 6	1 8	2 6	4 2
— waste	ditto	1 6	2 4	3 6	5 10
— board	ditto	0 5	1 8	2 6	4 2
— pulp or stock	ditto	1 4	1 8	2 6	4 2
Paraffin scales	ditto	0 5	1 6	2 3	3 9
Parcels, small packages, or samples, on which freight is paid	ditto	1 8	1 8	2 6	4 2
Parchment	ditto	5 0	2 10	4 3	7 1
Parian ware	ditto	3 9	3 6	5 3	7 9
Paste, almond	ditto	3 9	3 6	5 3	7 9
— anchovy	ditto	2 3	2 0	3 0	5 0
— chocolate and cocoa	ditto	2 6	2 0	3 0	5 0
— liquorice	ditto	2 6	2 0	3 0	5 0
— macaroni	ditto	1 4	2 4	3 6	5 10
— paper	ditto	4 2	2 0	3 0	5 0
— polishing	ditto	2 0	1 8	2 6	4 2
	ditto	2 3	2 0	3 0	5 0

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Paste, tomato	ton	s. d.	Per ton	Per ton	Per ton
Pepper, black and white	ditto	2 6	s. d.	s. d.	s. d.
— Cayenne	ditto	1 4	2 0	3 0	5 0
— red, not Cayenne	ditto	2 6	2 4	3 6	5 10
Peanches	ditto	1 4	2 10	4 3	7 1
Pearls	ditto	3 3	2 4	3 6	5 10
Peas, green	ditto	5 0	3 6	5 3	8 9
Pegwood	ditto	3 4	5 3 1	8 0	13 3
Pelts (sheep)	ditto	1 0	2 4	3 6	5 10
Pens, steel	ditto	1 8	1 8	2 6	4 2
Perambulators	ditto	3 3	2 4	3 6	5 10
Perfumery	each	0 6	2 10	4 3	7 1
Percussion caps	ton	3 9	3 6	5 3	8 9
Perry	ditto	3 0	3 6	5 3	8 9
Petroleum	100 gallons	0 6	2 4	3 6	5 10
— grease and residuum	ton	0 10	1 8	2 6	4 2
— spirits benzine bensoline gasoline, refined	ditto	0 6	1 10	2 9	4 7
Phosphate, rock and stone	ditto	0 10	2 0	3 0	5 0
— ground mineral	ditto	0 2 1	2 4	3 6	5 10
Phosphorus	ditto	0 4	1 6	2 3	3 9
Photographs	ditto	2 6	1 6	2 3	3 9
Pianos	ditto	3 9	2 10	4 3	7 1
Pinassava	ditto	3 9	3 6	5 3	8 9
Pickles	ditto	1 6	3 6	5 3	8 9
— in brine	ditto	2 6	1 8	2 6	4 2
Pimento	100 gallons	0 5	2 4	3 6	5 10
Pindust	ton	1 4	2 10	4 3	7 1
Pineapples, loose or in packages, containing not more than three	ditto	0 6	2 4	3 6	5 10
Pins	ditto	2 6	2 4	3 6	5 10
Pistols	ditto	2 6	2 4	3 6	5 10
Pitch	ditto	3 3	2 10	4 3	7 1
Plants	ditto	0 6	1 0	2 3	3 9
Plantains	ditto	2 6	2 4	3 6	5 10
Plaster of Paris	ditto	1 3	2 4	3 6	5 10
Plate and plated ware	ditto	0 6	1 6	2 3	3 9
Platina	ditto	5 0	5 4	8 0	13 3
— ore	ditto	5 0	5 4	8 0	13 3
Ploughs	ditto	1 0	2 4	3 6	5 10
Plumbago	ditto	1 0	2 4	3 6	5 10
Plums, raw or dried	ditto	1 0	2 0	3 0	5 0
Poles, bamboo	ditto	1 3	2 10	4 3	7 1
Pollard	ditto	3 3	2 10	4 3	7 1
Pomatum	ditto	0 6	1 6	2 3	3 9
Pomegranates	ditto	3 9	3 6	5 3	8 9
Porcelain	ditto	1 3	2 4	3 6	5 10
Pork, fresh	ditto	0 3	2 10	4 3	7 1
Porter in casks	ditto	1 3	2 10	4 3	7 1
Potash, bichromate of	100 gallons	0 5	1 8	2 6	4 2
— carbonate of	ton	1 0	1 6	2 3	3 9
	ditto	1 0	1 8	2 6	4 2

ARTICLES.	WEARFARE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Potash, salts of	ton	s. d.	Per ton	Per ton	Per ton
prussiate of	ditto	1 0	1 6	2 3	3 9
sulphate of	ditto	1 0	1 8	2 6	4 2
hydrate of	ditto	0 9	1 8	2 6	4 2
manganate of	ditto	0 9	1 6	2 3	3 9
muriate of	ditto	2 0	1 6	2 3	3 9
Potash, salts of German, or kainite, &c.	ditto	0 6	1 6	2 3	3 9
Potassium, chloride of	ditto	0 4	1 6	2 3	3 9
silicate of	ditto	0 6	2 4	3 6	5 10
Potatoes	ditto	1 0	2 4	3 6	5 10
preserved	ditto	0 3	1 0	2 3	3 9
flour	ditto	1 6	2 0	3 0	5 0
Poultry, dead	ditto	1 0	1 6	2 3	3 9
Pottery, ancient	ditto	3 9	3 6	5 3	8 9
Powder, brown	ditto	5 0	3 6	5 3	8 9
for starch	ditto	3 0	2 10	4 3	7 1
for hair	ditto	2 0	2 0	3 0	5 0
shumac	ditto	1 9	2 10	4 3	7 1
soap	ditto	0 8	1 8	2 6	4 4
Pozzolano	ditto	0 10	1 8	2 6	4 4
Preserves	ditto	0 6	1 6	2 3	3 9
Prints or pictures	ditto	2 6	3 0	3 0	5 0
Private effects	ditto	3 9	3 6	5 3	8 9
Prunes or prunelloes	ditto	3 3	2 10	4 3	7 1
Pump boxes	ditto	1 4	2 0	3 0	5 0
Pumps	ditto	2 6	2 4	3 4	5 10
Pyrites	ditto	1 0	2 10	4 3	7 1
Quicksilver	ditto	0 3	0 10	1 3	2 1
Quills	ditto	3 9	3 6	5 3	8 9
Quinces	ditto	3 9	3 6	5 3	8 9
Quinine, or sulphate of	ditto	1 3	2 4	3 6	5 10
Rags	ditto	3 3	2 10	4 3	7 1
Rakes, hay	ditto	0 5	1 8	2 6	4 4
horse	doz.	0 0	2 4	3 6	5 10
Refrigerators	ton	1 0	2 10	4 3	7 1
Rennets	ditto	1 0	2 4	3 6	5 10
Rhubarb	ditto	1 8	2 0	3 0	5 0
Ribbons, silk	ditto	2 6	2 10	4 3	7 1
Rice and rice flour	ditto	3 9	3 6	5 3	8 9
meal and refuse	ditto	1 0	1 6	2 3	3 9
points	ditto	0 8	1 6	2 3	3 9
Riddles	ditto	0 8	1 6	2 3	3 9
Rifles	ditto	2 6	3 4	5 3	8 9
Rigging, iron wire, &c.	ditto	3 3	2 10	4 3	7 1
old	ditto	1 0	1 8	2 6	4 4
Rivets	ditto	0 4	1 8	2 6	4 4
Rock, asphaltic	ditto	1 0	1 8	2 6	4 4
moss	ditto	0 3	0 10	1 3	2 1
Rods, fishing	ditto	1 0	2 0	3 0	5 0
Root, gentian	ditto	3 3	2 10	4 3	7 1
alkanet	ditto	2 6	2 10	4 3	7 1
china	ditto	2 6	2 0	3 3	5 0
	ditto	2 6	2 4	3 6	5 10

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Root, ipecacuanha . . . . .	ton	s. d.	Per ton	Per ton	Per ton
— colomba or columba . . . . .	ditto	2 6	2 10	4 8	7 1
— orris . . . . .	ditto	2 6	2 4	3 6	5 10
— pink . . . . .	ditto	2 6	2 10	4 3	7 1
— rhatana or radix . . . . .	ditto	2 6	2 10	4 3	7 1
— scammony . . . . .	ditto	2 6	2 10	4 3	7 1
— snake . . . . .	ditto	1 6	2 10	4 3	7 1
Rope, bast . . . . .	ditto	2 6	2 10	4 3	7 1
— hair . . . . .	ditto	0 6	2 0	3 0	5 0
— old . . . . .	ditto	2 3	2 0	3 0	5 0
Rose water . . . . .	ditto	0 6	1 6	2 3	3 9
Resin or resin . . . . .	ditto	3 9	3 6	5 3	8 9
Rum . . . . .	ditto	0 9	1 6	2 3	3 9
Rushes . . . . .	100 gallons.	0 9	2 4	3 6	5 10
Saccharum, saturni . . . . .	ton	2 6	2 4	3 6	5 10
Saddlery . . . . .	ditto	1 0	1 6	2 3	3 9
Safes . . . . .	ditto	3 3	2 10	4 3	7 1
Safflower . . . . .	ditto	1 0	2 4	3 6	5 10
Saffron . . . . .	ditto	1 0	2 0	3 0	5 0
Sail cloth . . . . .	ditto	3 3	2 10	4 3	7 1
Sails . . . . .	ditto	2 6	2 4	3 6	5 10
— old . . . . .	each	0 3	2 4	3 6	5 10
Sago . . . . .	ton	0 5	2 4	3 6	5 10
— flour . . . . .	ditto	1 4	2 0	3 0	5 0
Salep . . . . .	ditto	1 0	1 6	2 3	3 9
Sal ammoniac and gem . . . . .	ditto	2 3	2 10	4 3	7 1
Sal emixum . . . . .	ditto	1 2	2 0	3 0	5 0
Salt cake . . . . .	ditto	1 0	2 4	3 6	5 10
— lime . . . . .	ditto	0 6	1 6	2 3	3 9
— marine . . . . .	ditto	0 6	1 6	2 3	3 9
— white and rock . . . . .	ditto	0 6	1 6	2 3	3 9
— in bottles and table salt, &c. . . . .	ditto	0 3	0 6	0 9	1 3
— prepared . . . . .	ditto	1 9	1 8	2 6	4 2
— waste (in blocks) . . . . .	ditto	1 9	1 8	2 6	4 2
— or refuse for manure other than kainite } — or muriate of potash . . . . .	ditto	0 4	0 10	1 3	2 1
Saltpetre . . . . .	ditto	0 2	0 10	1 3	2 1
— waste . . . . .	ditto	0 11	1 8	2 6	4 2
— white and rock . . . . .	ditto	0 4	1 8	2 6	4 2
Salts, Epsom, and sulphate of soda . . . . .	ditto	0 3	0 10	1 3	2 1
— glauber . . . . .	ditto	0 6	1 4	2 0	3 4
Samples . . . . .	ditto	0 6	1 6	2 3	3 9
Sand, moulding . . . . .	ditto	3 3	2 10	4 3	7 1
— sheepwashers' . . . . .	ditto	0 1 1/2	0 10	1 3	2 1
— silversmiths' . . . . .	ditto	1 0	0 10	1 3	2 1
Sardines . . . . .	ditto	3 2	1 8	2 6	4 2
Sarsaparilla . . . . .	ditto	2 6	2 0	3 0	5 0
Sassafras . . . . .	ditto	2 6	2 4	3 6	5 10
Sauces . . . . .	ditto	0 9	2 0	3 0	5 0
Sausages . . . . .	ditto	2 6	2 0	3 0	5 0
Scammony . . . . .	ditto	1 3	2 10	4 3	7 1
Sawdust . . . . .	ditto	2 6	2 4	3 6	5 10
	ditto	1 6	1 6	2 3	3 9

The Manchester Ship Canal Act 1885.

309

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Sawdust, logwood . . . . .	ton	s. d.	Per ton.	Per ton.	Per ton.
Scales scale-beams weights and boards . . . . .	ditto	0 9	s. d.	s. d.	s. d.
Scoops of wood . . . . .	loose per 100	2 6	1 6	2 3	3 9
Scythes . . . . .	ton	0 6	2 4	3 6	5 10
Seeds, cotton and millet . . . . .	ditto	1 2	2 10	4 3	7 1
— benni flax hemp linseed rape and seeds . . . . .	ton	0 7	2 4	3 6	5 10
— for pressing oil therefrom . . . . .	ditto	0 7	1 6	2 3	3 9
— canary and mustard . . . . .	ditto	0 9	1 6	2 3	3 9
— agricultural . . . . .	ditto	1 0	1 8	2 6	4 2
— not otherwise described or rated . . . . .	ditto	1 4	2 0	3 0	5 0
Seaweed . . . . .	ditto	1 8	2 10	4 3	7 1
Semolina and semolina flour . . . . .	ditto	0 1	2 0	3 0	5 0
Shakes or shooks . . . . .	ditto	1 0	2 4	3 6	5 10
Shackles . . . . .	ditto	2 0	1 3	2 6	4 2
Shaddocks . . . . .	ditto	1 0	2 4	3 6	5 10
Shale . . . . .	ditto	1 3	2 0	3 0	5 0
Sheathing, not otherwise enumerated . . . . .	ditto	0 2½	0 5	0 8	1 0
— copper and yellow metal . . . . .	ditto	0 6	1 8	2 6	4 2
— paper . . . . .	ditto	1 2	2 0	3 0	5 0
— zinc . . . . .	ditto	1 9	1 8	2 6	4 2
Shea butter . . . . .	ditto	1 0	2 0	3 0	5 0
Sheepwash . . . . .	ditto	1 1	2 0	3 0	5 0
Shells . . . . .	ditto	0 6	1 8	2 6	4 2
Ships' chandlery . . . . .	ditto	2 6	2 4	3 6	5 10
— flags . . . . .	ditto	2 3	2 0	3 0	5 0
Shoddy . . . . .	ditto	3 3	2 10	4 3	7 1
Shoe pegs . . . . .	ditto	1 9	2 0	3 0	5 0
Shoes . . . . .	ditto	1 0	2 4	3 6	5 10
Shovels . . . . .	ditto	2 0	2 4	3 6	5 10
Shudes . . . . .	ditto	1 1	2 0	3 0	5 0
Shumac . . . . .	ditto	0 6	1 8	2 6	4 2
Show cards . . . . .	ditto	0 8	1 8	2 6	4 2
Sickles . . . . .	ditto	3 3	2 10	4 3	7 1
Sieves . . . . .	ditto	1 2	2 4	3 6	5 10
Silk waste . . . . .	100	0 4	2 4	3 6	5 10
— cocoons . . . . .	ton	3 9	2 10	4 3	7 1
— raw or thrown . . . . .	ditto	3 9	3 6	5 3	8 9
Silkworm gut . . . . .	ditto	7 6	3 6	5 3	8 9
Silk, manufactured, organzine or crape . . . . .	ditto	3 3	2 10	4 3	7 1
Silver ore, auriferous . . . . .	ditto	3 9	2 0	3 6	5 10
— bars (each as one package) . . . . .	ditto	1 0	2 4	3 6	5 10
— lead ore . . . . .	ditto	5 0	5 4	8 0	13 3
— ware . . . . .	ditto	0 9	1 6	2 3	3 9
Sizing flour . . . . .	ditto	5 0	5 4	8 0	13 3
Skates . . . . .	ditto	0 10	1 6	2 3	3 9
Skins, sheep or lamb, including pelts skivers calf . . . . .	ditto	1 2	2 4	3 6	5 10
— goat and pig, dressed or undressed . . . . .	ditto	1 8	2 4	3 6	5 10
— all other . . . . .	ditto	3 4	2 10	4 3	7 1
Skivers . . . . .	ditto	1 8	2 4	3 6	5 10
Slack . . . . .	ditto	0 2½	0 5	0 8	1 0
Slag . . . . .	ditto	0 2	0 10	1 3	2 1
Slates . . . . .	ditto	0 3	0 10	1 3	2 1
— and slate slabs . . . . .	ditto	0 3	0 10	1 3	2 1
— writing . . . . .	ditto	0 3	0 10	1 3	2 1
— pencils . . . . .	ditto	1 0	2 4	3 6	5 10
3 . . . . .	ditto	2 3	2 0	3 0	5 0

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
		s. d.	Per ton.	Per ton.	Per ton.
Sleighs	each	1 0	2 10	4 3	2 1
Slime	ton	0 11	0 10	1 3	2 1
Slippers	ditto	2 6	2 4	3 6	5 10
Slops, textile	ditto	2 6	2 4	3 6	5 10
Smalts	ditto	1 8	2 4	3 6	5 10
Smart sticks	1200	0 3	2 10	4 3	7 1
Snuff	ton	1 0	2 4	3 6	5 10
Soap, scented or fancy	ditto	2 6	2 4	3 6	5 10
— Castile	ditto	2 6	2 4	3 6	5 10
— powder, stock and soft soap	ditto	0 10	1 8	2 6	4 2
Soda, hyposulphate of	ditto	0 6	1 4	2 0	3 4
— muriate of	ditto	0 6	1 6	2 2	3 6
— arseniate of	ditto	0 10	1 6	2 2	3 6
— nitrate of	ditto	0 10	1 6	2 2	3 6
— crystals	ditto	0 6	1 6	2 2	3 6
— ash bi-carbonate caustic silicate or sulphate of	ditto	0 6	1 6	2 2	3 6
Soder or solder	ditto	0 9	1 8	2 6	4 2
Sodium	ditto	0 6	2 0	3 3	5 0
Soot	ditto	1 9	1 6	2 3	3 9
Soy	ditto	1 8	2 0	3 0	5 0
Spades	ditto	1 1	2 0	3 0	5 0
Spaware	ditto	3 3	2 10	4 3	7 1
Spelter	ditto	0 9	2 0	3 0	5 0
— dross and dust	ditto	0 3	1 6	2 2	3 6
— ore	ditto	0 3	1 6	2 2	3 6
Spectacles	ditto	3 9	2 0	3 3	5 0
Spermaceti	ditto	2 5	2 10	4 3	7 1
Spikes	ditto	1 0	1 8	2 6	4 2
Spices	ditto	2 6	3 6	5 3	8 9
Specie	ditto	5 0	5 4	8 0	13 3
Spirits and Wine unenumerated	100 gallons	0 9	2 4	3 6	5 10
Spirals of wood or shavings	ton	1 0	2 4	3 6	5 10
Spirits, perfumed	ditto	3 9	3 6	5 3	8 9
— of salts	ditto	5 0	5 8	8 6	14 2
— of tar	ditto	2 3	2 0	3 0	5 0
Spools, wooden	ditto	1 0	2 4	3 6	5 10
Sponge	ditto	5 0	3 6	5 3	8 9
Squills	ditto	2 6	2 10	4 3	7 1
Steel bolts chains cables files nuts rivets springs staples angle-bar rail bands bolt cast plate rod sheet tubing tyres axles railway materials and other manufactured steel used or required for colliery purposes	ditto	0 6	1 4	2 0	3 4
— not otherwise charged	ditto	0 6	2 0	3 0	5 0
Starch	ditto	1 2	2 4	3 6	5 10
Stationery	ditto	2 6	2 4	3 6	5 10
Stearine	ditto	1 4	1 8	2 6	4 2
Sticks, cork	ditto	3 3	2 10	4 3	7 1
— dogwood, Lahore, walking and unmanufac- tured	100	0 1	2 4	3 6	5 10
Stone, Bath Caen and white	ton	0 2	2 0	3 0	5 0
— cement, china	ditto	0 6	1 6	2 2	3 6
— granite flint lime boulder, and rub	ditto	0 2	0 10	1 3	2 1
— soap	ditto	0 6	1 6	2 2	3 6



ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
		s. d.	Per ton. s. d.	Per ton. s. d.	Per ton. s. d.
Stone, asatory charcoal, carriers' quartz, floating, or mearschaum in the rough and for lithography	ton	8 3	2 10	4 3	7 1
— pumice and rotten	ditto	0 6	1 8	2 6	4 2
— rough breaking paving or other stones for making or repairing roads	ditto	0 1½	0 10	1 3	2 1
— emery	ditto	0 5	1 6	2 6	3 9
— grinding	ditto	0 3	1 8	2 6	4 2
— chert	ditto	0 2	1 6	2 3	3 9
— filtering	each	0 0½	1 8	2 6	4 2
— querne	ditto	0 4	0 10	1 3	2 1
— scythe	dozen	0 0½	1 8	2 6	4 2
Stoneware	ton	2 0	2 0	3 0	5 0
Stoves other than common cast iron	ditto	1 0	2 10	4 3	7 1
— common cast	ditto	0 4	2 0	3 0	5 0
Straw	ditto	0 3	0 11	1 3	2 1
— board	ditto	1 4	1 8	2 6	4 2
— plait	ditto	3 9	3 6	5 3	8 0
Succades and sweetmeats	ditto	2 6	2 0	3 0	5 0
Succory	ditto	0 10	2 0	3 0	5 0
Suet	ditto	8 0	2 10	4 3	7 1
Sugar, refined	ditto	1 6	1 8	2 6	4 2
— not refined	ditto	1 1	1 4	2 0	3 4
— candy	ditto	1 8	2 0	3 0	5 0
— canes and sugar of milk	ditto	2 3	2 0	3 0	5 0
Sulphur, flour of	ditto	2 6	1 8	2 6	4 2
— pyrites	ditto	0 3	0 10	1 3	2 1
— vivum	ditto	0 6	2 4	3 6	6 10
— ore	ditto	0 3	0 10	1 3	2 1
Super phosphate	ditto	0 6	1 6	2 3	3 9
Swords and sword blades	ditto	3 3	2 10	4 3	7 1
Syrup	ditto	0 8	1 8	2 6	4 2
— of fruits	ditto	2 3	2 0	3 0	5 0
Tallow	ditto	1 2	1 8	2 6	4 2
Talc	ditto	1 8	1 8	2 6	4 2
Tamarinds	ditto	1 6	2 10	4 3	7 1
Tapioca	ditto	1 8	2 0	3 0	5 0
Tapes	ditto	2 6	2 4	3 6	6 10
Tapestry	ditto	2 6	2 4	3 6	6 10
Tar	ditto	2 0	1 8	2 6	4 2
— coal	ditto	1 3	1 2	1 9	2 11
— water	ditto	1 3	1 8	2 6	4 2
Tarpaulins	ditto	2 3	2 0	3 0	5 0
Tartar lees and crystals	ditto	1 1	2 0	3 0	5 0
— cream of	ditto	1 1	2 4	3 6	6 10
Tarras	ditto	0 6	1 8	2 6	4 2
Tea	ditto	1 3	2 4	3 6	6 10
Teazles	1000	0 0½	2 10	4 3	7 1
Telescopes	ton	3 9	3 6	5 3	8 0
Tents, canvas	ditto	2 9	2 4	3 6	6 10
Terneplates or sheets	ditto	1 0	1 8	2 6	4 2

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
			Per ton.	Per ton	Per ton
		s. d.	s. d.	s. d.	s. d.
Terra alba and umbra	ton	0 6	2 4	3 6	5 10
— japonica	ditto	0 9	1 8	2 6	4 2
— rosa and sienna	ditto	0 9	1 8	2 6	4 2
Terrapins	ditto	2 0	1 8	2 6	4 2
Tessera	ditto	0 6	2 0	3 0	5 0
Thermometers	ditto	4 0	3 6	5 3	8 9
Thistledown	ditto	3 9	3 6	5 3	8 9
Thrumbs	ditto	1 0	2 0	3 0	5 0
Tiles, marble, cases of	ditto	1 0	2 4	3 6	5 10
Tin, all kinds	ditto	1 2	2 10	4 3	7 1
— barilla	ditto	0 8	1 8	2 6	4 2
— foil	ditto	1 2	2 4	3 6	5 10
— manufactures	ditto	1 2	2 10	4 3	7 1
— plates	ditto	1 0	1 8	2 6	4 2
Tinical	ditto	2 6	2 0	3 0	5 0
Tissues	ditto	1 1	2 0	3 0	5 0
Tobacco	ditto	2 0	2 10	4 3	7 1
— pipes, clay	ditto	3 0	2 10	4 3	7 1
— pipes, unenumerated	ditto	4 1	3 6	5 3	8 9
Tomatoes, in tins	ditto	1 0	2 0	3 0	5 0
Tortoiseshell	ditto	2 6	2 0	3 0	5 0
Tongues	ditto	2 3	2 0	3 0	5 0
Tow and tow waste	ditto	0 6	2 0	3 0	5 0
Toys, in packings	ditto	3 3	2 10	4 3	7 1
Tonquin beans	ditto	2 6	2 10	4 3	7 1
Tools	ditto	1 2	2 4	3 6	5 10
Tornall	ditto	1 0	2 4	3 6	5 10
Trade boxes or trade shooks	ditto	0 6	2 10	4 3	7 1
Trays	ditto	1 0	2 4	3 6	5 10
Treacle	ditto	0 8	1 8	2 6	4 2
Trees, loose or in pots or tubs only	each	0 0 4	2 0	3 0	5 0
Tripe	ton	2 3	2 0	3 0	5 0
Troughs	ditto	1 0	2 0	3 0	5 0
Trucks, hand	each	2 0	2 4	3 6	5 10
Truffles	ton	2 6	2 10	4 3	7 1
Trunks	ditto	3 3	2 10	4 3	7 1
Turmeric	ditto	1 0	2 0	3 0	5 0
Turpentine, rough	ditto	0 10	1 8	2 6	4 2
— spirits of	ditto	1 1	2 0	3 0	5 0
— Venice	ditto	2 6	2 0	3 0	5 0
Turtle, dried	ditto	4 0	3 6	5 3	8 9
— shell	ditto	2 6	2 0	3 0	5 0
Turtles	each	0 3	2 6	3 6	5 10
Tubs or coolers	score	0 11	2 4	3 6	5 10
Turf	ton	0 2	0 10	1 3	2 1
Turnery	ditto	1 0	2 4	3 6	5 10
Turnips	ditto	0 3	1 6	2 3	3 9
Twigs	ditto	0 6	2 0	3 0	5 0
Twine	ditto	1 3	2 0	3 0	5 0
Twist, bandstring	ditto	2 0	2 0	3 0	5 0
— cotton or yarn	ditto	1 8	2 4	3 6	5 10

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Type	ton	s. d.	Per ton.	Per ton.	Per ton.
Upholstery	ditto	1 2	s. d.	s. d.	s. d.
Ultramarine	ditto	1 0	2 4	3 6	5 10
Umbrellas and frames	ditto	1 3	2 4	3 6	5 10
Valonia nuts powder and root	ditto	3 3	2 4	3 6	5 10
Valerian	ditto	0 11	1 8	2 6	4 2
Vanilla and vanilla beans	ditto	1 8	2 10	4 3	7 1
Vases, stone flower	ditto	2 6	2 10	4 3	7 1
Varnish	ditto	2 6	2 4	3 6	5 10
Vases not of stone or marble	ditto	1 0	2 4	3 6	5 10
Vegetables:—	ditto	3 3	2 10	4 3	7 1
Onions	ditto	1 9	1 8	2 6	4 2
Potatoes	ditto	0 3	1 8	2 6	4 2
Tomatoes	ditto	0 3	1 8	2 6	4 2
Other vegetables, dried or raw	ditto	2 9	2 4	3 6	5 10
All kinds of preserved, and in tins	ditto	1 9	1 6	2 6	4 2
Vegetable substance or extract for tanning leather	ditto	1 6	2 0	3 0	5 0
Vellum	ditto	1 0	1 8	2 6	4 2
Velocipedes and wheels	ditto	3 9	3 6	5 3	8 9
Veneers	ditto	1 0	3 6	5 3	8 9
Venellocs	ditto	1 0	2 10	4 3	7 1
Venison	ditto	2 6	2 4	3 6	5 10
Verdigris	ditto	4 0	2 10	4 3	7 1
Vermicelli	ditto	1 0	2 4	3 6	5 10
Vermilion	ditto	2 6	2 10	4 3	7 1
Vitriol, and oil of	ditto	3 4	2 0	3 0	5 0
Vinegar and verjuice	ditto	0 9	3 8	5 6	14 2
Wafers	ditto	0 4	1 8	2 6	4 2
Wagons, horse or railway	ditto	2 9	2 4	3 6	5 10
Washboards	ditto	1 0	2 10	4 3	7 1
Waste, not otherwise rated	ditto	1 0	2 4	3 6	5 10
Watches and watch movements	ditto	0 6	2 0	3 0	5 0
Water closet appliances	ditto	4 0	3 6	5 3	8 9
Wax, sealing, figures and tapers	ditto	1 0	2 4	3 6	5 10
Weld	ditto	2 9	2 4	3 6	5 10
Wearing apparel	ditto	0 9	2 0	3 0	5 0
Whalebone and fins	ditto	3 3	2 10	4 3	7 1
Wheat extract	ditto	1 8	2 4	3 6	5 10
Wheelbarrows	ditto	1 1	1 8	2 6	4 2
Whiting or whitening	each	0 2	2 4	3 6	5 10
Wheels, carriage and cart	ton	0 6	1 6	2 6	3 9
— railway	ditto	2 9	2 4	3 6	5 10
Wine	ditto	1 0	2 0	3 0	5 0
Whetstones	100 gallons	0 9	2 4	3 6	5 10
Whips	ton	0 6	2 4	3 6	5 10
Whipsticks	ditto	3 3	2 10	4 3	7 1
Whisky	ditto	3 3	2 10	4 3	7 1
Willows	100 gallons	0 8	2 4	3 6	5 10
Wire, German metal	ton	0 6	2 0	3 0	5 0
— rods	ditto	1 9	1 8	2 6	4 2
— rope	ditto	1 9	1 8	2 6	4 2
Wood	ditto	2 0	2 0	3 0	5 0
Wolftram	ditto	1 0	1 8	2 6	4 2
	ditto	0 9	2 4	3 6	5 10

## The Manchester Ship Canal Act 1885.

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Wood pulp	ton	s. d.	Per ton.	Per ton.	Per ton.
Wool, Berlin	ditto	0 3	1 8	2 6	4 2
— raw	ditto	3 3	2 10	4 2	7 1
— refuse for manure	ditto	1 9	2 6	3 0	5 0
— waste	ditto	0 5	1 6	2 3	3 9
Wood.—All timber in the log, round or square, hewn or sawn, dressed or partly dressed, other than furniture and fancy woods fitches knees oak, teak and other hard-wood planks; all rough round spars, unbarked or undressed, mining timber offers, &c., 4 inches diameter and upwards, pit props	ditto	1 9	2 6	3 0	5 0
— All spars poles pickers offers, &c. round or square, under 4 inches diameter, 22 feet long and upwards	ditto	0 6	1 9	2 3	3 9
— All spars poles pickers offers, &c. round or square, under 4 inches diameter, and under 22 feet long	ditto	0 6	1 9	2 6	4 0
— Railway sleepers	ditto	0 6	1 9	2 3	3 9
— Oars oar-rafters boat-hooks and hand spikes	ditto	0 6	2 4	3 6	5 10
— Wedges wheel-spokes fellowes hubs and treenails	ditto	0 6	1 9	2 3	3 9
— Pailings, sawn, pickets staves and lathes	ditto	0 6	1 9	2 3	3 9
— Lathwood dunnage firewood and billet wood	ditto	0 6	1 9	2 3	3 9
— Deals battens planks scanding boards and ends of spruce pine fir and pitch pine, not exceeding four inches in thickness	ditto	0 6	1 9	2 3	3 9
— Doors, loose	ditto	0 6	2 0	3 0	5 0
— Hoops exceeding 9 feet in length	ditto	0 6	1 9	2 6	4 2
— Ditto 9 feet in length and under	ditto	0 6	1 9	2 6	4 2
— not otherwise rated	ditto	0 6	1 9	2 6	4 2
— Cedar mahogany walnut planks and burrs	ditto	0 6	1 9	2 6	4 2
Woodware or woodwork	ditto	0 6	2 4	3 6	5 10
Wood, all other, furniture fancy, and turnery woods and lancewood	ditto	0 6	2 0	3 0	5 0
Woollens, loose	ditto	3 3	2 10	4 3	7 1
— packed	ditto	1 3	2 0	3 0	3 10
Work-boxes	ditto	3 9	3 6	5 3	8 9
Wrappers	ditto	2 6	2 4	3 6	5 10
Writing-cases	ditto	3 9	3 6	5 3	8 9
Yarns, cotton or twist	ditto	1 8	1 10	2 9	4 7
— linen jute flax hemp and spun	ditto	1 0	2 0	3 0	5 0
— bay cotton	ditto	1 8	2 4	3 6	5 10
— program and worsted	ditto	1 8	2 4	3 6	5 10
— linen thread	ditto	1 0	1 7	3 6	3 10
— mohair	ditto	1 8	2 0	3 0	5 0
— woollen	ditto	1 8	2 4	3 6	5 10

ARTICLES.	WHARFAGE RATES.		CANAL TOLLS.		
	Per	Rate.	Section A.	Section B.	Section C.
Yams, loose	ton	s. d.	Per ton.	Per ton.	Per ton.
Yeast	ditto	0 3	2 4	3 6	5 10
Yellow metal	ditto	3 3	2 10	4 3	7 1
Yolks of eggs	ditto	1 2	1 8	2 6	4 2
Zaffers, a species of cobalt of inferior value	ditto	2 9	2 4	3 6	5 10
Zinc, zinc manufactures and dust	ditto	1 8	1 8	2 6	4 2
— oxide	ditto	1 0	2 0	3 0	5 0
— sulphate of	ditto	1 0	1 8	2 6	4 2
— dross	ditto	0 9	1 8	2 6	4 2
— chloride	ditto	0 2	0 10	1 3	2 1
— ore	ditto	0 9	1 8	2 6	4 2
		0 3	0 10	1 3	2 1

Fractions of a penny on a total rate of any article will be charged as one penny.

Passengers	each	0 6	0 6	0 9	1 0
Animals, small	ditto	0 2	0 2	0 3	0 5
Cattle :—					
Asses bulls buffaloes cows deer mules and oxen	ditto	0 2½	0 4	0 6	0 10
Camels elephants horses	ditto	0 5	0 8	1 0	1 8
Calves goats lambs llamas sheep and swine	score	0 9	1 2	1 8	2 9
Animals undescribed	each	1 0	1 8	2 0	3 0
Poultry	ditto	0 1	2 10	4 3	7 1
Birds	ditto	0 1	2 10	4 3	7 1

## THE FIFTH SCHEDULE.

### CRANEAGE RATES.

#### IF BY WORK PERFORMED:—

For Merchandise landed or loaded in packages of £ s. d.  
less than two tons by cranes, capstans, and  
lifts . . . . . 0 0 2 per ton.

For merchandise, machinery, boilers, and other  
heavy weights, landed or loaded by cranes in  
packages or pieces, each weighing more than  
two tons . . . . . 0 5 0 per ton.

#### IF BY TIME OCCUPIED:—

For cranes, capstans and lifts, per day of twelve  
working hours . . . . . 1 0 0

All the rates are for the use of cranes, capstans, and lifts only, and do not  
include labour.

## THE SIXTH SCHEDULE.

THE SCHEDULE OF GROSS MAXIMUM TOLLS ON THE ARTICLES  
ENUMERATED BELOW AND CONVEYED UPON THE CANAL AND  
THE IRWELL UPPER REACH OR EITHER OF THEM.

On minerals coke and cinders whereof the place of  
shipment or the place of unloading shall be on  
that portion of the Bridgewater Canal which is  
situate in the township of Worsley conveyed  
upon the Irwell Upper Reach and the Canal  
or either of them.

To any point between Hunt's Bank and  
Throstle Nest Weir . . . . .

2d. for 2,400 lbs.

To any point on the Canal or the Rivers  
Mersey and Irwell between Throstle  
Nest Weir and the first lock from the  
Canal into the River Mersey below the  
existing Old Quay Docks to include the  
use of such lock when required . . . . .

1½d. for 2,400 lbs.

*James*  
**THE MANCHESTER SHIP CANAL  
ACT 1885.**

---

AN

**A C T**

To authorize the construction of a Ship  
Canal to Manchester; and for other  
Purposes.

[ROYAL Assent, 6th August, 1885.]

48 & 49 VICT.—SEASION, 1885.

GRUNDY, KERSHAW, SAXON  
SAMSON,  
31, Booth Street,  
Manchester, } Solicitors.

DYSON & CO.,  
23 & 24, Parliament Street,  
Westminster,  
Parliamentary Agents.

W. & Johnson—Nelsons Steam Press, 66, St. Martin's Lane, W.C.



12-04-93

THE MANCHESTER SHIP CANAL  
ACT 1886.

AN

ACT

To amend "The Manchester Ship Canal Act  
1885."

[ROYAL ASSENT 25th June 1886.]

49 & 50 VICT.—SESSION 1886.

GRUNDY, KERSHAW, SAXON &  
SAMSON,  
31, Booth Street,  
Manchester, } Solicitors.

DYSON & CO.,  
23 & 24, Parliament Street,  
Westminster,  
Parliamentary Agents.

W. E. Johnson—Nathan Steam Press, 60, St. Martin's Lane, W.C.

ED3 #E40LPA46# 82  
COMPANIES HOUSE 30/03/95

Act unless and until within two years after the passing thereof shares for five million pounds of capital exclusive of any moneys raised by the Company for the purchase of the said Undertakings have been issued and accepted and it has been proved to the Board of Trade or if that Board should decline to act then to the Stipendiary Magistrate for the City of Manchester and that Board or magistrate shall have certified that shares for the whole of the said sum have been issued bona fide and are held by the persons or Corporations to whom the same were issued or their executors administrators successors or assigns and that such persons or Corporations or their executors administrators successors or assigns are legally liable for the same:

And whereas it is provided by the Act of 1885 as a condition precedent to the purchase of the said Undertakings that the Company should deposit in the Bank of England to the joint credit of the Bridgewater Navigation Company and the Company the sum of 15 twenty thousand pounds as a security for the due completion of the said purchase which sum together with the interest thereon should be forfeited to the Bridgewater Navigation Company if the Company fail to pay the said purchase-money within the time so limited for that purpose:

And whereas by the Act of 1885 it was provided (Section 214) that the Company should not out of any money thereby authorized to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him but that nothing in the said Act should prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as was in conformity with "The Companies Clauses Consolidation Act 1845:"

And whereas in order to facilitate the raising of the capital required for the execution of the authorized works of the Company it is expedient that the said section be repealed and that the Company be authorized during the construction of the said works and subject to the provisions hereinafter in that behalf contained to pay interest or dividends upon the amount paid up from time to time in respect of shares or stock in their capital:

And whereas an estimate has been prepared on behalf of the Company of the amount of capital which will be required for the

purpose of such payment of interest or dividends and such estimate amounts to seven hundred and fifty-two thousand pounds :

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

5 MAY IT THEREFORE PLEASE YOUR MAJESTY

That it may be enacted and Be it Enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

10 1.—This Act may be cited as "The Manchester Ship Canal Act Short title.  
"1886."

2.—Section 214 of the Act of 1885 is hereby repealed.

Repeal of Section 214  
of Act of 1885.

3.—Notwithstanding anything contained in "The Companies As to payment of  
"Clauses Consolidation Act 1845" the Company may out of the interest out of  
15 moneys by the Act of 1885 authorized to be raised pay interest to the capital.  
shareholders in the Company on the amount from time to time paid up on the shares held by them respectively from the respective times of such payments subject to the following conditions (that is to say):—

20 1. The rate of interest shall be such as the Directors may determine but not exceeding four pounds per centum per annum ;

2. Such interest shall only be paid in respect of the time authorized by the Act of 1885 for the completion of the works thereby authorized or such less time as the Directors may determine ;

25 3. Any such interest shall not begin to accrue until the Company have obtained a certificate from the Board of Trade to the effect that two-thirds of the share capital authorized by the Act of 1885 in respect of which such interest may be paid have been issued and accepted and are

*( bearing the  
Manchester Ship  
Canal Act 1885 )*

*The Manchester Ship Canal Act 1885.*

held by the shareholders who or whose executors administrators successors and assigns are legally liable for the same;

4. No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear;

5

5. The aggregate amount to be so paid for interest shall not exceed the sum of seven hundred and fifty-two thousand pounds and the total amount of money which the Company are by the Act of 1885 authorized to borrow shall be reduced by an amount equal to one-fourth of the sum expended in the payment 10 of such interest and such reduction shall be made rateably from the several instalments of five hundred thousand pounds by the said Act authorized to be borrowed;

6. Every prospectus advertisement or other document of the Company inviting subscriptions for shares in the Undertaking 15 and every certificate of such shares shall contain a notice that the Company has power to pay interest or dividend out of capital;

7. The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which such 20 interest or dividend has been paid;

And except as aforesaid no interest or dividend shall be paid out of any share or loan capital which the Company are by any Act authorized to raise to any shareholder on the amount of calls made in respect of the shares held by him but nothing in this Act shall prevent the 25 Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act 1845."

Provisions as to Merchant Shipping Act and general Acts.

- 4.—Nothing in this Act contained shall exempt the Canal or Docks of the Company from the provisions of "The Merchant Shipping 30 " Act 1854 " or any general Acts relating to Docks or dues on shipping or on goods carried in ships now in force or which shall be passed during the present or any future Session of Parliament or from any future revision or alteration under the authority of Parliament of the Dock Rates or duties by the Act of 1885 authorized.

35

12-04-95

*The Manchester Ship Canal Act 1886.*

5

5.—Nothing in this Act contained shall exempt the Company or their Railways from the provisions of any general Act relating to Railways or the better and more impartial audit of the accounts of Railway Companies now in force or which may hereafter pass during this or any future Session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorized by the Act of 1885.

Provisions as to  
general Railway Acts.

6.—All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

Costs of Act.