

ZC197

Manchester Ship Canal Act 1936.

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AN

A C T

To empower the Manchester Ship Canal Company A.D. 1936.
 to construct certain railways; to extend the time
 limited for the construction by the Company of
 certain other railways; to authorise the Company
 to abandon the Manchester and Salford Junction
 Canal; and for other purposes.

[ROYAL ASSENT 31st JULY, 1936.]

WHEREAS the Manchester Ship Canal Company Preamble.
 (hereinafter referred to as "the Company") were
 incorporated by the Manchester Ship Canal Act 1885 49 & 50 Vict.
 c. cxxxviii.
 and by virtue of the powers conferred by that Act and
 5 subsequent Acts own and carry on an undertaking which
 comprises the Manchester Ship Canal and certain other
 canals as well as certain docks lands and premises in
 the city of Manchester the city of Salford and elsewhere
 and certain railways in connection with the said canals
 10 docks lands and premises:

And whereas it is expedient that the Company
 should be authorised to construct and maintain the
 railways in the borough of Stretford and the urban
 district of Urmston hereinafter described and to divert
 15 or stop up footpaths in the said urban district of
 Urmston and to acquire lands for those purposes:

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A.D. 1936. And whereas the time limited by the Manchester
16 & 17 Geo. 5 Ship Canal (General Powers) Act 1926 for the com-
c. lxxxiii. pletion of certain railways authorised by that Act to be
constructed by the Company will shortly expire and it is
expedient that the time for such completion should be 5
extended :

And whereas among the canals owned by the
Company is the Manchester and Salford Junction Canal
6 & 7 Will. IV which was authorised by the Act 6 & 7 Will. IV c. cxv
c. cxv. as a navigable canal between the Rochdale Canal and the 10
River Irwell :

And whereas part of the said Manchester and Salford
Junction Canal was acquired by the Cheshire Lines
Committee and closed and filled up under the powers of
the Cheshire Lines Act 1875 and it is expedient that the 15
Company should be empowered to abandon the remainder
of the said canal and that the powers and provisions
with reference thereto which are contained in this Act
should be conferred and enacted :

And whereas it is expedient that the other provisions 20
contained in this Act should be enacted :

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

And whereas plans and sections showing the lines
or situations and levels of the works authorised by this 25
Act such plans also showing the lands which the Company
may acquire under the powers of this Act together with
a book of reference to the said plans containing the
names of the owners and lessees or reputed owners and
lessees and of the occupiers of all such lands have been 30
deposited with the clerk of the county council of the
administrative county of Lancaster :

MAY it therefore please your Majesty that it may
be enacted and be it enacted by the King's most
Excellent Majesty by and with the advice and consent 35
of the Lords Spiritual and Temporal and Commons in
this present Parliament assembled and by the authority
of the same as follows :

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Act 1936.

PART I.—PRELIMINARY.

A.D. 1936.

1. This Act may be cited as the Manchester Ship Canal Act 1936. Short title.

2. This Act is divided into Parts as follows :— Act divided into Parts.
5 PART I.—PRELIMINARY.

PART II.—RAILWAYS.

PART III.—ABANDONMENT OF MANCHESTER AND SALFORD JUNCTION CANAL.

PART IV.—MISCELLANEOUS.

10 3. The following Acts and parts of Acts (that is to say)— Incorporation of Acts.

The Lands Clauses Acts ;

The Railways Clauses Consolidation Act 1845 ; and 8 & 9 Vict. c. 20.

15 Part I (Construction of a Railway) of the Railways Clauses Act 1863 (except Sections 5 6 7 8 and 12 of that Act) 26 & 27 Vict. c. 92.

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

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

25 “The Company” means the Manchester Ship Canal Company ;

30 “The undertaking” means and includes the undertaking carried on by the Company upon or in connection with their canals docks and railways and the real and personal property lands works and appliances acquired or provided by or vested in them for the purposes thereof ;

“The railways” means the Railways (Nos. 1 and 2) by this Act authorised ;

35 “The Manchester Corporation” means the Lord Mayor Aldermen and Citizens of the City of Manchester ;

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- A.D. 1936. "The Act of 1920" means the Manchester Ship
Canal Act 1920 as amended by subsequent
10 & 11 Geo. 5 Acts ;
c. cxlix.
- 16 & 17 Geo. 5 "The Act of 1926" means the Manchester Ship
c. lxxxiii. Canal (General Powers) Act 1926 ; 5
- 6 & 7 Will. IV "The Manchester and Salford Junction Canal"
c. cxv. means the canal between the Rochdale Canal
and the River Irwell authorised by the Act
6 and 7 Will. IV c. cxv. (including all basins
tunnels bridges and other works constructed 10
in connection therewith) except so much of
such canal and works as was acquired by the
Cheshire Lines Committee and closed and filled
up under the powers of the Cheshire Lines
36 & 39 Vict. Act 1875 ; 15
c. xci.
- 56 & 57 Vict. "Surplus lands" has the meaning assigned to that
c. lxxiii. expression by Section 2 (Interpretation) of the
Manchester Ship Canal (Surplus Lands) Act
1893 ;
- "The directors" means the directors for the time 20
being of the Company ;
- "The tribunal" means the arbitrator or other
authority to whom any question of disputed
purchase money or compensation under this Act
is referred. 25

PART II.—RAILWAYS.

Power to
make
railways.

5. Subject to the provisions of this Act the Company
may in the county of Lancaster make and maintain in
the lines and situations and according to the levels shown
on the deposited plans and sections the railways herein- 30
after described with all proper sidings approaches works
and conveniences connected therewith. The railways
hereinbefore referred to and authorised by this Act are :—

Railway (No. 1) (1 mile 4 furlongs or there-
abouts in length) commencing in the borough 35
of Stretford by a junction with the rail-
way constructed under the powers of the
De Trafford Light Railway Order 1919 and
terminating in the urban district of Urmston
by a junction with the railways of the Trafford 40
Park Company.

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Railway (No. 2) (1 mile 6 furlongs 7·6 chains or A.D. 1936.

thereabouts in length) commencing in the said
borough of Stretford by a junction with *abandoned under*
Railway (No. 1) by this Act authorised and
terminating in the said urban district of *S.15/56*
Urmston. *Abandoned. Act 1956 S.15*

5
10 Provided that notwithstanding anything shown on
the deposited plans or sections or contained in the
Section of this Act of which the marginal note is "Limits
" of deviation "—

(a) the bridge for carrying the said Railway (No. 2)
over Barton Road in the urban district of
Urmston shall be constructed with a span of
not less than fifty feet between the abutments
thereof measured at right angles with the
direction of the road ;

15
20 (b) the level of the said Railway (No. 1) at the
point where it crosses the boundary between
the Borough of Stretford and the said urban
district of Urmston shall be not more than
one foot above or below the level of that
railway as shown on the deposited sections ; and

(c) the said Railway (No. 2) at the point where it
crosses the said boundary shall not be con-
structed at a less distance than fifty yards
from the southerly limit of deviation of that
railway as shown on the deposited plans nor
at a level less than seventy-six decimal five feet
above the datum line shown on the deposited
sections.

25
30 6. Subject to the provisions of this Act the Company
in constructing the railways may deviate laterally from
the lines or situations thereof as shown on the deposited
plans to any extent not exceeding the limits of deviation
shown on those plans and vertically from the levels thereof
as shown on the deposited sections to any extent not
exceeding ten feet upwards or downwards. *Limits of deviation.*

7.—(1) The Company may divert the public footpath *Diversion of foot-path.*
forming part of the enclosure numbered on the deposited
plans 16 in the urban district of Urmston in the manner
shown on those plans and subject to the provisions
hereinafter in this Section contained may stop up and

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A.D. 1936. — cause to be discontinued as a public footpath so much of the existing footpath as lies between Barton Road and the commencement of the said diversion.

(2) (a) Such stopping up shall not take place until the new portion of footpath has been constructed and 5 is completed to the satisfaction of the Surveyor of the urban district council of Urmston and is open for public use or in case of difference between the Company and the said Council until it has been certified by two justices that the construction of the new portion of 10 footpath has been satisfactorily completed and that it is open for public use ;

(b) As from the date of compliance with the conditions referred to in paragraph (a) of this sub-Section all rights of way over or along the portion of the existing 15 footpath which is to be stopped up shall be extinguished ;

(c) Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this Section and such compensation shall be settled in 20 manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Stopping
up of foot-
path.

8.—(1) The Company shall on the passing of this Act stop up and cause to be discontinued as a public foot- path so much of the footpath in the urban district of 25 Urmston extending from Rivers Lane to Barton Road as forms part of the enclosure numbered on the deposited plans 28 in that urban district and thereupon all public rights of way over or along the same shall be extinguished. 30

(2) The Manchester Corporation shall on the passing of this Act stop up and cause to be discontinued as a public footpath so much of the said footpath as is numbered on the deposited plans 29 in the said urban district and thereupon all public rights of way 35 over or along the same shall be extinguished.

(3) As from the passing of this Act—

(a) the Manchester Corporation shall be deemed to have dedicated to the public use in perpetuity the existing footpath on the south-east side of 40 Rivers Lane between the south-western end of the footpath referred to in sub-Sections (1) and (2) of this section and Barton Road ;

(b) the Manchester Corporation shall be released from the covenant made by them in a conveyance dated the thirtieth day of December One thousand nine hundred and sixteen from the Trustees of the De Trafford Settled Estates and the Prudential Assurance Company Limited to the Manchester Corporation by which the Manchester Corporation covenanted that they would construct make repair and maintain the new footpath therein described.

A.D. 1936.

9. The Company during the exercise and for the purposes of the powers of this Part of this Act may break up and interfere with and also temporarily stop up or divert any road or footpath for the purpose of exercising such powers and may for any reasonable time prevent all persons other than (in the case of a road) those bona fide going to or returning from any house in the road from passing along and using the same: Provided that the Company shall provide reasonable access for foot passengers bona fide going to or from any such house: Provided also that the Company shall not under the powers of this Section break up interfere with stop up or divert any road or footpath without the consent of the authority for the time being exercising the functions of maintenance and repair of that road or footpath but such consent shall not be unreasonably withheld and any question whether or not such consent is unreasonably withheld shall be determined by the Minister of Transport.

Temporary stoppage of roads.

10. If the railways are not completed before the first day of October One thousand nine hundred and forty-six then as from that date the powers by this Act granted to the Company for making and completing the railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for completion of railways.

See Act 1945
S. 25

Extended to 1st Dec
1956 by
Manchester Ship
Canal Act 1945
S. 25(1)

11. If the Company fail within the period limited by this Act to complete the railways the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways are completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum of the estimated cost of

Penalty imposed unless railways opened within time limited.

ditto

See 825(3)/4

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A.D. 1936. the works and the said penalty may be applied for by
any landowner or other person claiming to be com-
pensated or interested in accordance with the provisions
of the next following Section of this Act and in the same
manner as the penalty provided in Section 3 of the 5
Railway and Canal Traffic Act 1854 and every sum of
money recovered by way of such penalty as aforesaid
shall be paid under the warrant or order of such Court or
Judge as is specified in that Section to an account opened
or to be opened in the name of the Accountant-General for 10
and on behalf of the Supreme Court in the bank and to the
credit specified in such warrant or order and shall not
be paid thereout except as hereinafter provided but no
penalty shall accrue in respect of any time during which
it shall appear by a certificate to be obtained from the
Minister of Transport that the Company were prevented 15
from completing or opening such line by an unforeseen
accident or circumstances beyond their control: Provided
that the want of sufficient funds shall not be held to be
a circumstance beyond their control.

Applica-
tion of
penalty.

12. Every sum of money so recovered by way of 20
penalty as aforesaid 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 construc- 25
tion 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 compen- 30
sation has been paid and shall be distributed in satis-
faction of such compensation as aforesaid in such manner
and in such proportions as to the High Court may seem
fit and if no such compensation is payable or if a portion
of the sum or sums of money so recovered by way of 35
penalty as aforesaid has been found sufficient to satisfy
all just claims in respect of such compensation then the
said sum or sums of money recovered by way of penalty
or such portion thereof as may not be required as
aforesaid shall if a receiver has been appointed or the 40
Company are insolvent or the railway or railways in
respect of which the penalty has been incurred or any

part thereof has been abandoned be paid or transferred A.D. 1936.
to such receiver or be applied in the discretion of the
Court as part of the assets of the Company for the
benefit of the creditors thereof and subject to such
5 application shall be repaid or retransferred to the
Company.

13. The railways shall for the purposes of tolls Railways
rates and charges and all other purposes whatsoever be to form
part of the undertaking. part of the
undertaking.

10 14. Subject to the provisions of this Act the Power to
Company may enter upon take and use such of the lands purchase
delineated on the deposited plans and described in the lands.
deposited book of reference as they may require for the
purposes of the works by this Act authorised:

15 Provided that nothing in this Act shall authorise
the Company to enter upon take or use the lands
delineated on the deposited plans and described in
the deposited book of reference and thereon numbered 25
or so much of the lands delineated on the said plans and
20 described in the said book of reference and thereon
numbered 27 as belongs to the Manchester Corporation.

15. If there be any omission mis-statement or wrong Correction
description of any lands or of the owners lessees or of errors in
occupiers of any lands shown on the deposited plans or deposited
25 specified in the deposited book of reference the Company plans and
after giving ten days' notice to the owners lessees and book of
occupiers of the lands in question may apply to two reference.
justices having jurisdiction in the place in which the
lands are situate for the correction thereof and if it
30 appear to the justices hearing the application that the
omission mis-statement or wrong description arose from
mistake they shall certify the same accordingly and they
shall in their certificate state the particulars of the
omission and in what respect any such matter is mis-
35 stated or wrongly described and such certificate or a copy
thereof shall be deposited with the clerk of the county
council of Lancaster and a duplicate thereof shall be
deposited with the clerk of the county district in which
the lands are situate and such certificate or copy and
40 duplicate respectively shall be kept by such clerks
respectively with the other documents to which the same

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A.D. 1936. relate and thereupon the deposited plans or book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

5

Owners
may be re-
quired to
sell parts
only of
certain
properties.

16. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of the properties shown or partly shown on the deposited plans and thereon respectively numbered 18 19 and 20 in the urban district of Urmston will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto therefore the follow- 15
ing provisions shall have effect :—

- (1) The owner of and persons interested in any of the said properties or each or any of them are hereinafter included in the term "the owner";
- (2) If for twenty-one days after the service of notice 20 to treat in respect of a specified portion of any of the said properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material 25 detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making 30 compensation for any damage sustained by the owner by severance or otherwise ;
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal 35 shall in addition to the other questions required to be determined by it determine whether the portion of the property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not 40 whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed ;

- (4) If the tribunal determines that the portion A.D. 1936.
of the property specified in the notice to
treat or any such other portion as aforesaid
can be severed from the remainder without
5 material detriment thereto the owner may be
required to sell and convey to the Company
the portion so determined to be severable
without the Company being obliged or com-
pellable to purchase the whole the Company
10 paying such sum for the portion taken by them
including compensation for any damage sus-
tained by the owner by severance or otherwise
as shall be awarded by the tribunal ;
- (5) If the tribunal determines that the portion
15 of the property specified in the notice to
treat can notwithstanding the allegation of the
owner be severed from the remainder without
material detriment thereto the tribunal may in
its absolute discretion determine and order
20 that the costs charges and expenses incurred
by the owner incident to the determination
of any matters under this Section shall be
borne and paid by the owner ;
- (6) If the tribunal determines that the portion
25 of the property specified in the notice to
treat cannot be severed from the remainder
without material detriment thereto (and whether
or not it shall determine that any other portion
can be so severed) the Company may withdraw
30 their notice to treat and thereupon they shall
pay to the owner all costs charges and expenses
reasonably and properly incurred by him in
consequence of such notice ; and
- (7) If the tribunal determines that the portion
35 of the property specified in the notice to
treat cannot be severed from the remainder
without material detriment thereto but that
any such other portion as aforesaid can be
so severed the Company in case they shall not
40 withdraw the notice to treat shall pay to the
owner all costs charges and expenses reasonably
and properly incurred by him in consequence
of such notice or such portion thereof as the

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tribunal shall having regard to the circumstances of the case and its final determination think fit.

8 & 9 Vict. c. 18.

The provisions of this Section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done 5 under this Section shall be held as determining or as being or implying an admission that any of the said properties or any part thereof is or is not or but for this Section would or would not be subject to the provisions of Section 92 of the Lands Clauses Consolidation Act 1845. 10

The provisions of this Section shall be stated in every notice given thereunder to sell and convey any of the said properties.

Power to enter upon property for survey and valuation.

17. The Company and their engineers surveyors officers contractors and workmen may from time to time 15 at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from time to time twelve hours' previous notice enter upon and into the lands houses and buildings by this Act authorised to be taken and used as aforesaid or 20 any of them for the purpose of surveying and valuing the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and 25 buildings.

Persons under disability may grant easements &c.

18. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege 30 (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are 35 applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

19. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease 40 on the first day of October One thousand nine hundred and thirty-nine. .

20. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished: Provided that the Company shall make
5 full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

A.D. 1936.

As to private rights of way over lands taken compulsorily.

10 21. Where Railway (No. 1) by this Act authorised crosses the main outfall sewers of the Manchester Corporation the provisions of the agreements respectively dated the seventeenth day of August One thousand nine hundred and twenty-two and the thirtieth day of May
15 One thousand nine hundred and thirty and made between the Manchester Corporation and the Company shall apply and have effect with reference to the works to be executed for the purpose of such crossing.

For protection of Manchester Corporation.

22.—(1) The time limited by the Act of 1926 for
20 the completion of the railways in the urban district of Ellesmere Port authorised by that Act is hereby extended until the first day of October One thousand nine hundred and forty six.

Extension of time for completion of railways authorised by Act of 1926.

Extended by S.25/45 & S.16/56 See Act 1966

S.18

(2) Section 14 (Penalty imposed unless railways
25 opened within time limited) of the Act of 1926 shall be read and have effect as if the period by this Act limited for the completion of the said railways were the period limited by the Act of 1926.

23. Nothing in this Act contained shall exempt
30 the Company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act or from any future revision or alteration under the authority of Parliament of the
35 maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Provision as to general Railway Acts.

24. For the protection of the Trafford Park Company and of Trafford Park Estates Limited (hereinafter respectively referred to as "the Trafford Park
40 "Company" and "the Estates Company" and collectively as "the owners") the following provisions shall

For protection of the Trafford Park Company and Trafford Park Estates Limited.

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A.D. 1936. (unless otherwise agreed in writing between the Company on the one hand and the owners or one of them as the case may require on the other hand) have effect (that is to say) :—

- (1) In this Section " the Agreement of 1930 " means 5
the Agreement dated the thirtieth June nineteen
hundred and thirty and made between the
Company of the first part Dimplington Estates
Limited of the second part the Estates Company
of the third part and the Trafford Park Company 10
of the fourth part.
- (2) Notwithstanding anything contained in this Act
or in any Act incorporated therewith or shown
on the deposited plans and sections the junction
of Railway No. 1 by this Act authorised with 15
the railways of the Trafford Park Company
shall not be made or used otherwise than in
accordance with Clause 4 of the Agreement
of 1930.
- (3) The Company shall not otherwise than by 20
agreement with the owners or one of them as
the case may be enter upon take or use for any
of the purposes of this Act any of the lands
of the owners or either of them shown upon
the deposited plans but the Company may 25
purchase and take and the owners or one of
them as the case may be may and shall sell
and grant accordingly such easement or right
of entering upon and using such lands of the
owners or one of them as the case may be as 30
may be necessary for the construction in
accordance with sub-Section (2) of this Section
and the maintenance and use of a junction
with the railways of the Trafford Park Company.

For protec-
tion of
Stretford
and Dis-
trict Elec-
tricity
Board.

25. For the protection of the Stretford and District 35
Electricity Board (hereinafter referred to as " the
" Board ") the following provisions shall unless otherwise
agreed in writing between the Board and the Company
apply and have effect (that is to say) :—

45 & 46 Vict.
c. 50.

- (1) The provisions of Section 15 of the Electric 40
Lighting Act 1882 and of Section 17 of the
Schedule to the Electric Lighting (Clauses) Act

62 & 63 Vict.
c. 19.

1899 shall apply to and with respect to the A.D. 1936.
exercise by the Company of the powers conferred by this Part of this Act and the Company shall not interfere with any electric lines or works of the Board except in accordance with and subject to the provisions of those Sections.

- (2) The reasonable expense of all repairs or renewals of any electric lines or works of the Board which may be necessary—

(a) by reason or in consequence of any act or default of the Company or any of their contractors agents workmen or servants or any person in the employ of them or any of them during and in connection with the execution of the works authorised by this Part of this Act; or

(b) by reason or in consequence of any subsidence of any of the works authorised by this Part of this Act whether during the execution or within twelve months after the completion thereof

shall be borne by the Company and paid by them on demand to the Board.

- (3) Should any interruption of the supply of electricity by the Board be in any way occasioned either by reason of the exercise by the Company of the powers of this Part of this Act or by any act or default of the Company or any of their contractors agents workmen or servants or any person in the employ of them or any of them in connection with the exercise of such powers the Company shall indemnify the Board against all claims demands proceedings costs losses damages and expenses which may be made or taken against the Board or which the Board may incur consequent upon such interruption except such as are attributable to the negligence of the Board their contractors agents workmen or servants.

- (4) Notwithstanding the stopping up temporarily of any road or footpath under the powers of the Section of this Act of which the marginal

A.D. 1936.

note is "Temporary stoppage of roads" it shall be lawful for the Board their engineers servants and workmen and others in their employ to enter upon such road or footpath and do all such works and things in upon or 5 under such road or footpath as may be necessary for inspecting repairing maintaining removing or renewing any electric line or work of the Board in or under such road or footpath.

- (5) If any difference shall arise between the Board 10 and the Company under this Section such difference shall be referred to and determined by an arbitrator to be agreed upon between the Board and the Company or in default of agreement to be appointed on the application 15 of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to such reference and 20 determination.

For
protection
of
Lancashire
County
Council
and
Urmston
Urban
District
Council.

26. For the protection of the County Council of the administrative County of the County Palatine of Lancaster (in this Section referred to as "the County "Council") and of the Urban District Council of Urmston 25 (in this Section referred to as "the District Council") the following provisions shall unless otherwise agreed in writing between the County Council and the District Council on the one hand and the Company on the other hand apply and have effect (that is to say):— 30

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans or sections the Company shall construct the bridge for carrying the Railway (No. 2) by this Act authorised over Barton Road as a double span 35 girder bridge supported by a central pier not exceeding four feet in width (in this Section referred to as "the bridge") of an over all span between the abutment walls thereof measured at right angles with the direction of the road 40 sufficient to bridge a road of such width (not exceeding one hundred feet) as may be required

by the County Council and the District Council A.D. 1936.
with the approval of the Minister of Transport
and with a clear headway throughout of not less
than sixteen feet measured from the carriage-
way of the road.

- 5
- (2) The District Council shall on the completion of
the construction of the bridge pay to the
Company twenty-six per centum of the cost
10 incurred by the Company in constructing the
bridge in accordance with the provisions of
this Section.
- (3) In constructing the said railway over Barton
Road the Company shall not except with the
consent of the District Council alter the level of
15 the existing road or except with such consent
(which shall not be unreasonably withheld) inter-
fere in any manner with the footpaths kerbs
channels and drainage thereof.
- (4) The bridge shall so far as practicable be made
20 and maintained so as to prevent the dripping
of water therefrom.
- (5) Before commencing the construction of the
bridge the Company shall submit to the surveyor
to the County Council (hereinafter in this Section
25 referred to as "the county surveyor") for his
approval plans sections designs specifications and
estimates of the works proposed to be executed
in connection with the bridge: Provided that
if the county surveyor shall in any case un-
30 reasonably withhold his approval under this
sub-Section the said plans sections designs speci-
fications and estimates shall be settled by
arbitration as hereinafter provided and if the
county surveyor does not within twenty-eight
35 days after the submission to him of any plans
sections designs specifications and estimates
under this sub-Section signify his approval or
disapproval thereof or his requirements with
respect thereto he shall be deemed to have
40 approved of them.
- (6) All the works in connection with the construction
of the bridge shall be executed and carried out
only in accordance with such plans sections
designs and specifications as shall be approved

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by the county surveyor or settled by arbitration as aforesaid and in such manner as not unnecessarily to obstruct or impede the public use of the road over which the bridge is to be constructed and after commencement shall be 5 proceeded with with all reasonable despatch.

(7) Before commencing the execution of any work in connection with the bridge the Company shall give to the county surveyor and to the District Council not less than twenty-eight days' previous 10 notice in writing of the date when such work will be commenced and all such works shall be carried out to the reasonable satisfaction of the county surveyor.

(8) Any difference which may arise under this 15 Section shall be referred to and determined by an arbitrator to be agreed upon between the parties to the difference or failing agreement to be appointed on the application of any or either of such parties (after notice in writing to the others or 20 other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination. 25

For further protection of Manchester Corporation.

27. For the protection and benefit of the Manchester Corporation (in this Section called "the Corporation") the following provisions shall unless otherwise agreed in writing between the Corporation and the Company have effect (that is to say):— 30

(1) (a) The Company shall not commence the construction of such portions of Railway (No. 2) (which expression in this Section includes any works in connection therewith) by this Act authorised as are proposed to be constructed 35 over or within one hundred feet measured laterally in a horizontal plane from

(i) the Thirlmere aqueduct of the Corporation; or

(ii) any posts poles standards brackets 40 conductors tubes transformers mains cables feeders wires or other apparatus or equipment provided by the Corporation for the purpose of working or lighting trolley vehicles

(which portions of railway and works in con- A.D. 1936.
nection therewith are in this Section referred

to as "the said works") until they have given
to the Corporation twenty-eight days' notice
in writing of their intention to commence the
said portions of Railway (No. 2) accompanied
by plans and sections and other necessary
particulars showing the works proposed to be
executed by the Company and such plans
sections and particulars shall be subject to the
reasonable approval of the Corporation ;

(b) The said works shall be executed by the
Company in accordance with such plans sections
and particulars as may be approved by the
Corporation or as failing such approval shall
be settled by arbitration and the said plans
sections and particulars shall be deemed to be
approved if objection thereto in writing is not
delivered by the Corporation to the Company
within twenty-eight days after delivery of the
same to the Corporation ;

(c) The execution of the said works shall be
carried out under the supervision if the same
be given and to the reasonable satisfaction of
the Corporation.

(2) The Company shall construct the said Railway
(No. 2) over the Thirlmere aqueduct of the
Corporation by means of a bridge having a
span of not less than twenty-four feet.

(3) The Company in the execution of the said works
shall not except with the consent in writing
of the Corporation alter or interfere with any
property of the Corporation to any greater
extent than shall be necessary for the purposes
of such execution.

(4) If at any time the Waterworks Engineer of the
Corporation shall be of opinion that the con-
struction maintenance or use of any portion of
the said works or the operations of the Company
in connection therewith are or may be attended
with danger to the said aqueduct the Corporation
may give to the Company notice in writing
requiring them at their own expense to execute
such works or adopt such measures and pre-

A D. 1936.

cautions for the purpose of preventing damage to the said aqueduct by reason or in consequence of the construction maintenance use or failure of the said works or of any operations of the Company in connection with the said works 5 as shall be specified in the notice and unless within twenty-eight days after the receipt of such notice the Company give to the Corporation notice in writing of their objection to the requirement of any such notice given by the 10 Corporation on the ground that the works measures or precautions specified therein are not reasonably necessary or appropriate for the purpose aforesaid (in which case a difference shall be deemed to have arisen between the 15 Corporation and the Company and effect shall be given to the award of an arbitrator thereon) the Company shall comply with the requirement of the notice given by the Corporation.

- (5) The following provisions shall apply and have 20 effect with reference to any electric lines or works as defined in the Electric Lighting Act 1882 of the Corporation other than the lines of cable laid and the works executed by the Corporation under an Indenture dated the 25 fifteenth day of August One thousand nine hundred and eighteen and made between the trustees of the De Trafford Estate Acts 1904 and 1914 of the first part the Prudential Assurance Company Limited of the second part and the 30 Corporation of the third part or under the agreement dated the seventeenth day of August one thousand nine hundred and twenty two and made between the Company and the Corporation and the grants of easements respectively 35 dated the twentieth day of July one thousand nine hundred and twenty three and the second day of October one thousand nine hundred and twenty four and made between the same parties (that is to say) :— 40

(a) the provisions of Section 15 of the Electric Lighting Act 1882 and of Section 17 of the Schedule to the Electric Lighting (Clauses) Act 1899 shall in relation to such electric lines and works apply to and with respect to the construc- 45

[26 GEO. 5 & 1 EDW. 8.] *Manchester Ship Canal* 21
Act 1936.

tion by the Company of the said Railway (No. 2) A.D. 1936.
 and the Company shall not interfere with any
 such electric lines or works except in accordance
 with and subject to the provisions of those
 Sections;

(b) the reasonable expense of all repairs or
 renewals of any such electric lines or works
 which may be necessary—

(i) by reason or in consequence of any Act
 or default of the Company or any of their
 contractors agents workmen or servants or
 any person in the employ of them or any of
 them during and in connection with the
 construction of the said Railway (No. 2); or

(ii) by reason or in consequence of any
 subsidence of the said Railway (No. 2) whether
 during the construction or within twelve
 months after the completion thereof

shall be borne and paid by the Company;

(c) should any interruption of the supply of
 electricity by means of such electric lines or
 works be in any way occasioned either by reason
 of the construction of the said Railway (No. 2)
 or by any act or default of the Company or any
 of their contractors agents workmen or servants
 or any person in the employ of them or any of
 them in connection with the exercise of any of
 the powers of this Act the Company shall
 indemnify the Corporation against all claims
 demands proceedings costs losses damages and
 expenses which may be made or taken against
 the Corporation or which the Corporation may
 incur consequent upon such interruption except
 such as are attributable to the negligence of the
 Corporation their contractors agents workmen
 or servants.

(6) The Company shall construct the said Railway
 (No. 2) over Barton Road by means of a girder
 bridge having a headway of not less than
 sixteen feet above the surface of the carriageway
 of the road: Provided that—

(a) if at any time before the construction of
 the said bridge the Corporation shall have

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A.D. 1936.

14 & 15 Geo. 5
c. xcvi.

- commenced to operate a service of trolley vehicles along Barton Road or any portion of that road including the site of the said bridge under the powers of the Manchester Corporation Act 1924 the headway under the said bridge 5 shall be not less than sixteen feet and six inches above the surface of the carriageway of the road ; (b) if at any time after the construction of the said bridge the Corporation give to the Company notice in writing that they intend to 10 operate a service of trolley vehicles as aforesaid which the Corporation are at the date of the notice empowered to operate the Company shall within six months from receipt of the notice at their own expense raise by six inches the level 15 of the underside of so much of the said bridge as is or will be situate over the carriageway of Barton Road.
- (7) The Company shall not in making or maintaining the bridge referred to in sub-Section (6) of this 20 Section unreasonably obstruct hinder or interfere with the free and safe user of any trolley vehicles of the Corporation and if at any time such free and safe user of such trolley vehicles is unreasonably obstructed hindered or interfered 25 with by reason of the making or maintenance of the said bridge the Company shall pay to the Corporation such damages as the Corporation sustain by reason of such obstruction hindrance or interference. 30
- (8) The Corporation may (without charge) attach to any bridge constructed to carry the said Railway (No. 2) over Barton Road such brackets wires and apparatus as may be required for working the Corporation's trolley vehicles in 35 Barton Road but the method of such attachment shall be subject to the approval of the Engineer of the Company which shall not be unreasonably withheld : Provided that whenever so required by the Company the Corporation shall dis- 40 connect the supply of electricity by means of such wires and apparatus and remove such brackets wires and apparatus for such period and to such extent as shall be reasonably necessary for the execution of any repairs to 45

or the painting or other maintenance of the said A.D. 1936.
bridge.

5 (9) The Company shall indemnify the Corporation
against all claims and demands in respect of
damage or injury to persons or property which
may arise during and by reason of the con-
struction of the said works.

10 (10) The Company shall make compensation to the
Corporation for any subsidence of or damage to
any property of the Corporation which may be
caused by or in consequence of the act or default
of the Company their contractors servants or
15 agents during or in connection with the execu-
tion of the said works or by or in consequence of
any failure of the said works arising at any time
thereafter out of any such default.

20 (11) Nothing in this Act shall affect or alter any of
the provisions of the Indenture and agreement
and grants of easements referred to in sub-
Section (5) of this Section and in respect of the
construction of Railway (No. 1) and Railway
(No. 2) by this Act authorised and the works in
connection therewith the provisions of that
25 Indenture that agreement and those grants
respectively shall apply and have effect in
relation to the cables laid down and works
executed by the Corporation under such pro-
visions.

30 (12) Any difference which shall arise between the
Corporation and the Company under any of the
foregoing provisions of this Section shall be
referred to an engineer to be agreed on between
the Corporation and the Company or failing
35 agreement to be appointed on the application
of either party by the President for the time
being of the Institution of Civil Engineers and
the provisions of the Arbitration Acts 1889 to
1934 shall apply to any such reference.

40 (13) The provisions of this Section shall be in
addition to and not in substitution for or
derogation of any other provisions of this Act
to the benefit of which the Corporation would
otherwise be entitled.

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Act 1936.

A.D. 1936.

For pro-
tection of
Stretford
Corporation and
Urmston
Urban
District
Council.

28. For the protection of the Mayor Aldermen and Burgesses of the Borough of Stretford and the Urban District Council of Urmston (in this Section respectively referred to as "the Stretford Corporation" and "the "Urmston Council") the following provisions shall 5 unless otherwise agreed in writing between the Company on the one hand and the Stretford Corporation and the Urmston Council or either of them (as the case may require) on the other hand have effect (that is to say) :—

- (1) The Company shall not alter disturb or in any 10 way interfere with any sewer drain stream watercourse footpath property or work of the Stretford Corporation or the Urmston Council or under their control or repairable by them or the access to any such sewer or drain without 15 the consent of the Stretford Corporation or the Urmston Council as the case may be which consent may be given subject to reasonable terms and conditions but shall not be unreasonably withheld : 20

Provided that—

(a) no such consent shall be withheld ; and

(b) no condition shall be imposed

so as to prevent the construction of the railways in accordance with the provisions (other than 25 this Section) of this Act.

- (2) Any alteration deviation replacement or reconstruction of any such sewer drain footpath or other property or work that may be necessary shall be made by the Company or by the 30 Stretford Corporation or the Urmston Council (as such Corporation or Council may think fit) and any costs or expenses reasonably incurred by the Stretford Corporation or the Urmston Council in so doing shall be repaid by the 35 Company. Any works so made by the Company shall be carried out under the supervision if given of the Stretford Corporation or the Urmston Council as the case may be.
- (3) If any difference arises under this Section 40 between the Company on the one hand and the Stretford Corporation or the Urmston Council on the other hand the same shall be

referred to the arbitration of a single arbitrator A.D. 1936.
to be appointed failing agreement by the
Minister of Transport and subject as aforesaid
the provisions of the Arbitration Acts 1889
to 1934 shall apply to such arbitration.

PART III.—ABANDONMENT OF MANCHESTER AND
SALFORD JUNCTION CANAL.

29.—(1) Subject to the provisions of this Act the Abandon-
Company may abandon and discontinue the maintenance ment of
10 and use of the Manchester and Salford Junction Canal
and subject as aforesaid all the powers and obligations Manchester
conferred or imposed upon the Company with respect and Salford
to or in connection with any portion of the said canal Junction
so abandoned shall cease: Provided that the Company Canal.
15 shall continue empowered and liable to maintain any
bridges tunnels conduits culverts drains walls and
accommodation works which they were immediately
before the date of the passing of this Act liable to
maintain in connection with the Manchester and Salford
20 Junction Canal unless and until otherwise agreed with
the local or road authority concerned or the body or
person for the accommodation or benefit of whose lands
any such works have been constructed or maintained.

(2) Notwithstanding anything to the contrary con-
tained in the Lands Clauses Consolidation Act 1845 or
any Act relating to the Manchester and Salford Junction
Canal or to the Company the Company may—

(a) retain use and appropriate for the general
purposes of the undertaking the whole or such
30 part as they may think fit of any lands property
or works forming the site of or acquired con-
structed or used in connection with the said
canal and if they think fit for any of those
purposes fill in the whole or so much as they
35 may from time to time determine of the said
canal; or

(b) exercise with reference to the said canal lands
property and works the powers exerciseable by
them with reference to surplus lands.

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Act 1936.

A.D. 1936.

Agree-
ments with
Manchester
Corpora-
tion and
owners of
works.

30.—(1) The Company and the Manchester Cor-
poration or any body or person being the owner lessee
or occupier of or otherwise interested in any land building
or works over or adjoining or near to the Manchester
and Salford Junction Canal may enter into and carry 5
into effect agreements with reference to the filling in of
the said canal and the removal filling in construction
alteration maintenance and repair by the contracting
parties or any or either of them of tunnels embankments
cuttings bridges roads conduits culverts drains retaining 10
walls fences and accommodation works in over under or
adjoining the said canal and as to the making of payments
by the Manchester Corporation or such bodies and
persons in respect of the cost thereof and the making of
payments by the Company to the Manchester Corporation 15
in respect of the maintenance or repair by the Man-
chester Corporation of any bridge or work and any such
agreement may provide for the transfer to and vesting
in the Company or the Manchester Corporation or any
such body or person of any such works or the liability 20
for the maintenance thereof upon and subject to such
terms and conditions as may be agreed.

23 & 24 Geo. 5
c. 51.

(2) (a) The Manchester Corporation shall have power
in addition and without prejudice to their powers of
borrowing under the Local Government Act 1933 from 25
time to time to borrow with the consent of the Minister
of Health such moneys as they may require for the
purposes mentioned in this Section ;

54 & 55 Vict.
c. cxvii.

(b) The Manchester Corporation shall repay any
money borrowed under this Section within such period 30
as may be prescribed by the Minister of Health and
such period shall be the prescribed period for the purposes
of Section 45 (As to repayment of borrowed moneys)
of the Manchester Corporation Act 1891.

As to tolls
&c. pay-
able to
Upper
Mersey
Navigation
Com-
missioners.
56 & 57 Vict.
c. iii.

PART IV.—MISCELLANEOUS.

31.—(1) Section 35 (Vessels entering or leaving
canal by the entrance channel at Eastham exempted from
tolls &c. to Upper Mersey Navigation Commissioners) of
the Manchester Ship Canal Act 1893 as amended by
Section 13 (Amending Section 35 of the Manchester Ship 40

35

Repealed
UMN Act 1973.
UMNC abolished

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Act 1936.

Canal Act 1893) of the Manchester Ship Canal (Finance) A.D. 1936.
Act 1904 and by Section 7 (Payments by Manchester 4 Edw. 7 c.
Ship Canal Company) of the Upper Mersey Navigation lxxiv.
Act 1920 is hereby further amended so that the said 10 & 11 Geo. 5
5 Section 35 shall have effect as if— c. xlix.

- (a) in relation to vessels having a carrying capacity exceeding four hundred tons the words "Elles-
" mere Port " were omitted therefrom ; and
- 10 (b) in relation to vessels having a net register tonnage exceeding four hundred tons in respect of which there are payable to the Company any such ship dues as are referred to in Section 128 (Ship dues) of the Manchester Ship Canal Act 1885 (as
15 amended by subsequent Acts) the words " the " Weston Marsh Lock the Weston Point Docks " or Locks or the Runcorn Docks " were as from the date of the passing of this Act omitted therefrom.

48 & 49 Vict.
c. clxxxviii.

- (2) The Company shall pay to the Upper Mersey
20 Navigation Commissioners (in this Section referred to as " the Commissioners ") in each year the sum of six hundred and forty pounds by equal quarterly instalments as compensation for the tolls rates or dues lost to the Commissioners by reason of the provisions of
25 paragraph (a) of sub-Section (1) of this Section.

- (3) The said sum of six hundred and forty pounds shall not be taken into account in calculating the amount of the revenue from rates tolls and dues received by the Commissioners for the purposes of the said Section 35
30 as amended as aforesaid.

- (4) The provisions of this Section (other than paragraph (b) of sub-Section (1) of this Section) shall be deemed to have come into operation on the first day of April One thousand nine hundred and thirty-four.

- 35 32.—(1) Whenever any vessel is sunk stranded or abandoned in any part of—

Removal
of sunk
stranded or
abandoned
vessels.

- (a) any river canal waterway navigable channel lock or dock forming part of the Harbour and Port of Manchester or of the undertaking ; or
40 (b) any area within which the Company are or may hereafter be empowered to dredge the bed banks

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Act 1936.

A.D. 1936.

shores and channels of the River Weaver or the estuary thereof; or

- (c) any area within which the Company are or may hereafter be empowered to dredge the bed banks shores and channels of the River Mersey or the 5 estuary thereof for the purpose of making accesses to the Manchester Ship Canal

the Company may if they think fit cause the vessel to be raised or removed or (in the case of any vessel which it is not reasonably practicable to remove) to 10 be blown up or otherwise destroyed in such manner as to clear such river canal waterway navigable channel lock dock or area therefrom.

(2) The Company may recover from the owner of any such vessel all expenses incurred by the Company 15 under this Section in connection with that vessel or in raising removing or saving any furniture tackle and apparel thereof or any cargo goods chattels and effects raised or saved therefrom or in marking lighting watch- 20 ing buoying or otherwise controlling such vessel either summarily as a civil debt or as a debt in any court of competent jurisdiction: Provided always that the Company may if they think fit and shall if so required by the owner of the vessel cause such vessel and any furniture 25 tackle apparel cargo goods chattels and effects or any part of the same respectively so raised removed or saved as aforesaid to be sold in such manner as they think fit and out of the proceeds of the sale may after paying any duties of customs or excise which shall be payable in respect of the said cargo goods chattels and effects reimburse 30 themselves for any such expenses and shall hold the surplus if any of those proceeds in trust for the persons entitled thereto and in case such proceeds shall be insufficient to reimburse the Company such expenses the deficiency may be recovered by the Company in 35 manner aforesaid.

(3) The Company shall (except in case of emergency) before raising removing blowing up or destroying any such vessel under the provisions of this Section give to the owner of the vessel twenty-four hours' notice of 40 their intention so to do and if within twelve hours after the expiration of such notice the owner gives to the Company notice in writing of his intention himself to

[26 Geo. 5 & 1 Edw. 8.] *Manchester Ship Canal* 29
Act 1936.

raise and remove the vessel he shall be at liberty so to do in lieu of the Company: Provided that if the owner gives any such notice as last aforesaid— A.D. 1936.

5 (a) he shall in raising or removing the vessel comply with any directions which may from time to time be given to him by the Company for the purpose of preventing interference with navigation; and

10 (b) he shall forthwith after giving such notice commence and shall with all diligent despatch proceed with and complete the raising or removal of the vessel

and if such raising or removal be not completed within seven days after the giving of such notice by the owner such notice shall be null and void and the Company shall be at liberty to cause the vessel to be raised or removed or blown up or otherwise destroyed in accordance with the provisions of this Section as if the owner had not given such notice.

20 (4) The Company shall (except in case of emergency or when required by the owner to sell) before selling any such vessel under the provisions of this Section give to the owner seven days' notice of their intention so to do.

25 (5) Any notice given by the Company pursuant to sub-Section (3) or sub-Section (4) of this Section shall be given by delivering the same to the owner or by posting a prepaid letter addressed to the owner at the place in the United Kingdom where he carries on business or at his last known place of abode in the United Kingdom or if the owner or his place of business or abode is not known to the Company then by exhibiting such notice at the principal office of the Company for twenty-four hours in the case of a notice given under the said sub-Section (3) or for seven days in the case of a notice given under the said sub-Section (4).

40 (6) In this Section the word "owner" in relation to any vessel sunk stranded or abandoned as aforesaid means the owner of that vessel at the time of the sinking stranding or abandonment thereof.

(7) The powers conferred on the Company by this Section shall be in addition to and not in derogation

may be which are transferred by this Scheme.
(3) The Interpretation Act 1839 (a) applies in relation to an Act of Parliament

amended by
Act 1960
S.10

amended by
S.32/60

ditto
amended by
S.32/60

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Act 1936.

A.D. 1936. of any other powers exerciseable by them for or with
respect to the removal of wrecks.

As to
appliances
for filling
up tidal
openings.
59 & 60 Vict.
c. clxxxii.

33. Notwithstanding anything contained in
Section 4 (Power to make works) of the Manchester Ship
Canal Act 1896 the Company may if they think fit at
any time or times substitute for the timber piling and
planking by means of which the tidal openings referred
to in that Section or any of those tidal openings are
filled up such other structures or appliances (which
need not be constructed so as to be quickly removable)
as may be approved of in writing by the Acting Con-
servator for the time being of the Mersey and may
maintain repair renew or replace any such substituted
structures or appliances :

Provided that except as expressly provided by this
Section nothing therein contained shall prejudice or
affect the exercise by the Minister of Transport or by
the said Acting Conservator of any powers or rights
vested in them or either of them under any enactment
of or relating to the Company with reference to the
said tidal openings or the means by which they are
filled up.

As to
payment
off of
bonds.

8 & 9 Vict. c.
16.

34. The raising of money by the Company by the
issue of bonds under the provisions of Section 6 (Power
to issue bonds) of the Act of 1920 for replacing money
applied by them in paying off bonds previously
issued by them shall be deemed for the purposes of
Section 39 of the Companies Clauses Consolidation
Act 1845 to be a reborrowing in order to pay off
existing bonds.

30

Amend-
ment of
Schedule to
Act of
1920.

Amend-
ment of
scheme
scheduled
to Man-
chester
Ship Canal
(Staff
Super-
annuation)
Act 1926.
16 & 17 Geo. 5
c. xc.

35. In relation to any issue of bonds made by
the Company after the passing of this Act under the
powers of Section 6 (Power to issue bonds) of the Act of
1920 paragraph 4 of Part I of the Schedule to that Act
shall be read and have effect as if the words "nor more
than ten" were omitted therefrom.

36.—(1) Notwithstanding anything contained in
the Superannuation Scheme set forth in the Schedule
to the Manchester Ship Canal (Staff Superannuation)
Act 1926 Clause 13 of that scheme shall in the case of

40

any person who on or after the first day of January A.D. 1936.
One thousand nine hundred and thirty-six became or
becomes a contributing member of the fund for the time
being provided under the said scheme he read and have
5 effect as if the following table were substituted for the
table set forth in the said Clause :—

Age next birthday on admission to the Fund.	Percentage of Salary.
25 or under	4
26 to 30	4½
31 to 35	5
36 to 40	6
41 to 45	6½
46 to 50	7
51 to 55	7½

See Act 11949
S. 41

(2) Words and expressions to which meanings are
assigned by the said scheme shall have in this Section
10 the same respective meanings.

37. The Minister of Transport may hold such Inquiries
inquiries as he may consider necessary in regard to the by
exercise of any powers or duties conferred or imposed Minister of
upon him under this Act and sub-Sections (2) to (5) of Transport.
15 Section 290 of the Local Government Act 1933 shall
apply to any such inquiry as if it were an inquiry held in
pursuance of sub-Section (1) of that Section and the
Company were a local authority.

38. The Company may apply to the purposes of Power to
20 this Act to which capital is properly applicable any of apply
the moneys which they have in hand or which they are funds to
empowered by any existing Act to raise and which purposes
they do not require for the purposes for which such of Act.
moneys were authorised to be raised.

39. All costs charges and expenses preliminary to Costs of
25 and of and incident to the preparing applying for obtain- Act.
ing and passing of this Act or otherwise in relation
thereto shall be paid by the Company.

14 - 04 - 95

Manchester Ship Canal
Act 1936.

AN

A C T

To empower the Manchester Ship Canal Company to construct certain railways; to extend the time limited for the construction by the Company of certain other railways; to authorise the Company to abandon the Manchester and Salford Junction Canal; and for other purposes.

[ROYAL ASSENT 31st JULY, 1936.]

26 GEO. V. & 1 EDW. VIII.
SESSION 1935-36.

GRUNDY, KERSHAW, SAMSON AND CO.,
31, Booth Street,
Manchester, 2.

Solicitors.

DYSON, BELL AND CO.,
19, Abingdon Street,

Westminster C.W.