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2 & 3 GEORGE V.—SESSION 1912.

THE MANCHESTER SHIP CANAL ACT 1912.

ARRANGEMENT OF SECTIONS.

Preamble.

60 & 61 Vict. cap. cviii.
1 & 2 Geo. V. cap. lvi.
60 & 61 Vict. cap. cviii.

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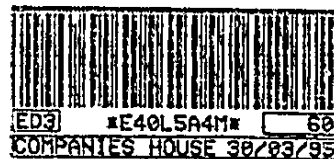
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A N A C T

To confer further powers upon the MANCHESTER SHIP CANAL
COMPANY with respect to the holding and disposal of
Lands ; and for other purposes.

[ROYAL ASSENT, 25TH JUNE, 1912.]

WHEREAS by Section 4 of "The Manchester Ship Canal Act
"1897" the Manchester Ship Canal Company (in this Act
called "the Company.") were empowered to grant leases of the
nature and for the purposes therein specified for any terms not
5 exceeding ninety-nine years and to accept underleases of the lands
comprised in such leases but it was by the said Section provided
that the Company should not at any time thereafter lease any
lands for the time being belonging to them of which they intended
to accept an underlease without obtaining the consent of the Mayor
10 (now Lord Mayor) Aldermen and Citizens of the City of Manchester
(therein and in this Act called "the Corporation") under the hand
of their Town Clerk to such lease and underlease but such consent
was not to be required as regards any lease or underlease con-
tracted for by the Company prior to the eleventh day of February
15 One thousand eight hundred and ninety-seven and by Section 5
of the same Act an Agreement scheduled to the said Act for the
grant and acceptance by the Company of a lease and underlease
was confirmed and made binding :

Preamble.
60 & 61 Vict.
cap. cxviii.

1 & 2 Geo. V.
p. lvi.
60 & 61 Vict.
p. cviii.

And whereas by Section 25 of "The Manchester Ship Canal Act 1911" it was provided that Section 4 of "The Manchester Ship Canal Act 1897" should be read and have effect as if the term of nine hundred and ninety-nine years had been therein mentioned instead of the term of ninety-nine years:

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And whereas it is expedient that the Company should be empowered to vary the provisions of leases and underleases granted and accepted by them under the powers conferred by the said Sections or in pursuance of the said Agreement and that such powers should in other respects be extended in manner 10 hereinafter expressed:

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

MAY IT THEREFORE PLEASE YOUR MAJESTY

That it may be ENACTED AND BE IT ENACTED by the 15 KING'S MOST EXCELLENT MAJESTY by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short Title.

1. This Act may be cited as "The Manchester Ship Canal 20 Act 1912."

Interpretation.

2. In this Act—

"The Act of 1897" and "the Act of 1911" mean respectively "The Manchester Ship Canal Act 1897" and "The Manchester Ship Canal Act 1911";

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"Lands" extends to lands messuages buildings tenements and hereditaments of any tenure;

"Lease" includes underlease;

"Lessor" and "Lessee" whenever consistent with the context include their respective successors in title and where 30 used in relation to an underlease respectively mean underlessor and underlessee;

"Works" includes buildings warehouses sheds docks basins
lay-byes shipyards wharves landing-places machinery apparatus
appliances equipment and conveniences.

3. (1) In addition to and in extension of the powers con-
ferred upon the Company by Section 4 of the Act of 1897 as
amended by the Act of 1911 the Company shall with respect to
any lease granted (whether before or after the passing of this
Act) by or to the Company either under the powers of that
Section whether in its original form or as so amended or in
pursuance of the said Agreement scheduled to the Act of 1897
have the following powers namely:—

Extension of
Company's
powers as to
leases and
underleases.

(a) With regard to any such lease granted to the Company
the Company may from time to time enter into agreements with
the lessor for the erection construction or provision either by
the lessor or by the Company but at the expense in either case
of the lessor of new or additional works or extensions of or
additions to or improvements in any works erected constructed
or provided either before or after the passing of this Act or
for the recoupment to the Company by the lessor of any
money spent by the Company (whether before or after the
passing of this Act) on any such erection construction provision
extension addition or improvement as aforesaid and in
consideration of such expenditure or recoupment there may by
any such agreement be reserved or made payable to the lessor
by way of addition to any rent for the time being reserved
by the lease such an amount of further rent as may be agreed
between the Company and the lessor and the Company may
enter into such additional covenants and provisions (including
provisions for the termination of the lease) as may be agreed
upon between the Company and the lessor;

(b) The Company may upon and subject to such terms and
conditions and in such manner as may be agreed between the
Company and the lessee accept a surrender of the whole or any
part or parts of any lands comprised in any such lease granted
by the Company;

(c) The Company may upon and subject to such terms and
conditions and in such manner as may be agreed between the

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Company and the lessor surrender the whole or any part or parts of any lands comprised in any such lease granted to the Company;

(d) The Company may upon and subject to such terms and conditions as may be agreed upon grant or concur with any other persons interested in granting for any period or periods determinable or otherwise any rights liberties easements or privileges over or in relation to any lands for the time being comprised in any such lease granted to or by the Company which may seem to the Company to be required for the purpose of enabling any other lands to be used and occupied for a purpose or in a manner likely to benefit the business or Undertaking of the Company;

(e) The Company may upon and subject to such terms and conditions and in such manner in all respects as may be agreed upon renew or extend or concur in renewing or extending or may otherwise vary the provisions of any such lease granted by or to the Company;

(2) The rent reserved by or payable under any such lease or agreement as is hereinbefore referred to may be either fixed or varying in amount;

(3) Nothing in this Section shall interfere with or affect the operation of sub-Section (5) of the said Section 4 of the Act of 1897 and the Company shall not under the powers of this Section without obtaining the previous consent in writing of the Corporation under the hand of their Town Clerk increase the rent payable under any such lease or underlease as is referred to in the said sub-Section or renew or extend or surrender or concur in renewing or extending or surrendering the term of any such lease or enter into any covenant or provision (including any provision for the termination of any such lease or underlease) which shall reduce the revenue or increase the expenditure of the Company.

Repealed

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Art: 4.61

Powers to
extend to lands
held on lease.

4. The powers conferred by Section 4 of the Act of 1897 as amended by the Act of 1911 and the powers conferred by this Act shall apply to lands held by the Company on lease as well as to lands held by them for any greater estate and the said Section shall be read and have effect accordingly.

5. Nothing contained in or to be done under the powers of this Act shall be construed or operate to alter diminish prejudice or affect any provision contained in any other Act relating to the Company or any agreement heretofore entered into by the Company which confers any right of pre-emption of any surplus lands of the Company on any person named or referred to in such provision or agreement or which requires the re-sale or re-conveyance of any such surplus lands to any such person or which gives to any such person any right of wharfage. Saving rights.
- 10 6. All the costs charges and expenses of and incident to the preparing for obtaining and passing of this Act shall be paid by the Company. Costs of Act.

THE MANCHESTER SHIP
CANAL ACT 1912.

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To confer further powers upon the
MANCHESTER SHIP CANAL COMPANY
with respect to the holding and
disposal of Lands; and for other
purposes.

[ROYAL ASSENT, 25TH JUNE, 1912.]

2 & 3 GEORGE V.—SESSION 1912.

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