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THE MANCHESTER SHIP CANAL ACT 1904.

ARRANGEMENT OF SECTIONS.

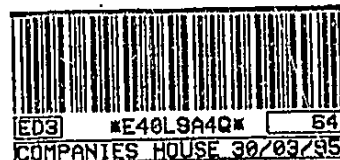
Preamble.

48 & 49 Vict. cap. clxxxviii.

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A N A C T

To authorise the MANCHESTER SHIP CANAL COMPANY to vary the levels of and depth of Water in their Canal and to construct new Works; and to alter certain provisions of "The Manchester Ship Canal Act 1885" and "The Manchester Ship Canal Act 1896"; and for other purposes.

[ROYAL ASSENT, 15TH AUGUST. 1904.]

WHEREAS by "The Manchester Ship Canal Act 1885" (in this Act called "the Act of 1885") the Manchester Ship Canal Company (in this Act called "the Company") were incorporated and authorised to purchase the Undertakings known as "the Mersey
5 "and Irwell Navigation" "the Duke of Bridgewater's Canals" and "the Runcorn and Weston Canal" and to construct a Canal navigable for ocean steamers and ships of large burthen from the River Mersey at Eastham to Manchester with Docks at Manchester and Salford and various subsidiary Works:

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10 And whereas the Company acquired the said Undertakings and under the powers of the Act of 1885 as amended by subsequent Acts have constructed and opened the Canal and the said Docks:

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B

And whereas the traffic on the Canal is increasing and larger vessels are resorting thereto and it is expedient that provision should be made for facilitating the use of the Canal by such vessels :

And whereas under and by virtue of the Act of 1885 and 5 subsequent Acts the level of the water (when uninfluenced by the tide) in so much of the Canal as is situate between Eastham Locks and Latchford Locks is fixed and under and by virtue of the Acts of 1885 and other subsequent Acts the level of the bottom of each several length of the Canal between Latchford Locks and Trafford 10 Road Bridge is also fixed :

And whereas by reason of various provisions in force under the Act of 1885 and other Acts relating to the Company with respect to tidal openings from the Canal into the estuary of the Mersey it is doubtful whether the water of so much of the Canal as is situate 15 between Eastham Locks and Latchford Locks may be maintained at a higher level than as indicated on the deposited Sections referred to in the said Acts and it is also doubtful whether the level of the bottom of each several length of the Canal between Latchford Locks and Trafford Road Bridge may be varied and it is expedient to 20 authorise the increase of the depth of water in the Canal by raising the water level thereof in the aforesaid portion between Eastham Locks and Latchford Locks and by varying by means of dredging the level of the bottom of each several length of the Canal between Latchford Locks and Trafford Road Bridge : 25

And whereas in connection with such variation it is expedient that the construction of certain new Works as hereinafter described should be authorised :

And whereas it is expedient that the provisions hereinafter contained should be made with respect to the rising main or sewer 30 at Warrington (Work No. 7) authorised by this Act and with respect to a contribution by the Corporation of Warrington towards the cost of that work and the raising of money therefor :

And whereas it is expedient that the other provisions in this Act appearing should be made : 35

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

And whereas Plans and Sections showing the variations of level which may be effected under the powers of this Act and showing
 5 the lines and levels of the new Works authorised by this Act and the lands in or through which the same may be made and Plans showing the lands which may be acquired under or for the purposes of this Act and also a Book of Reference to such Plans containing the names of the owners and lessees or reputed owners and lessees
 10 and of the occupiers of the lands which may be affected by such variations of level or which may be required for the purposes of the said Works and other the purposes of this Act were duly deposited with the Clerk of the Peace for the County of Lancaster and with the Clerk of the Peace for the County of Chester and are herein-
 15 after respectively referred to as the deposited Plans Sections and Book of Reference :

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
 20 consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

1. This Act may be cited as "The Manchester Ship Canal Short Title.
 " Act 1904."

25 2. 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
 Part I. (Construction of a Railway) of " The Railways Clauses
 " Act 1863 " ;

30 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 this Act.

Interpretation.

3. In this Act and for the purposes of this Act in enactments incorporated with this Act :

Terms to which meanings are assigned by the Act of 1885 shall have in this Act the same meanings unless the context otherwise requires ;

"The Sections of 1885" means the Sections deposited in relation to the Bill for the Act of 1885 and referred to in that Act ;

"The Act of 1896" means "The Manchester Ship Canal Act 1896" ;

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

"The Corporation of Warrington" means the Mayor Aldermen and Burgesses of the Borough of Warrington acting by the Council of that Borough ;

In "The Railways Clauses Consolidation Act 1845" and "The Railways Clauses Act 1863" for the purposes of this Act :

"The Railway" and "the centre of the Railway" respectively mean the Works by this Act authorised and the centre of those respective Works.

Deepening
Canal by raising
Water Level
(Eastham Locks
to Latchford).

4. Notwithstanding anything contained in the Act of 1885 or in any other Act relating to the Company it shall be lawful for the Company :—

(1) By controlling and regulating sluices and other inlets and outlets of water to and from the Canal and by raising sills of tidal openings or by any of such means to vary the level of the water in so much of the Canal as is situate between Eastham Locks in the Parishes of Eastham and Hooton in the County of Chester on the west and Latchford Locks in the Parish of Grappenhall in the same County on the east by raising such level (above the level indicated on the Sections of 1885 as the intended water level) to the extent of ~~two~~ ^{four} feet and to maintain the water in the Canal at or below such varied level ;

(2) In connection with the said variation of water level in the Canal to vary the respective low-water levels of parts of the Rivers Weaver and Mersey and of any cut canal brook or channel con-

two amended to 'four'
Act 1956, s. 52
(s. 52/56)

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nected therewith respectively by raising such low-water levels as follows namely :—

(a) In the case of the River Weaver to raise the low-water level from the Canal to Sutton Weir in the Parish of Frodsham Lordship;

(b) In the case of the River Mersey to raise the low-water level from the easterly side of the dam hereinafter described as Work No. 6 on the west to Walton Lock and to Howley Weir in the Parish and Borough of Warrington both on the east including the portion of the old course of the said River Mersey lying between Walton Lock and Chester Road in the said Parish and Borough of Warrington.

5. Notwithstanding anything contained in the Act of 1885 or in any other Act relating to the Company the Company may vary by dredging the level of the bottom of each several length of the Canal situate between Latchford Locks on the west and Trafford Road Bridge in the County Borough of Salford and the Urban District of Stratford in the County Palatine of Lancaster on the east to the extent of not exceeding two feet and may maintain each several length of the Canal at the varied level.

Deepening
Canal by
dredging from
Latchford Locks
to Manchester.

6. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited Plans and Sections the Works hereinafter described and may enter upon take and use such of the lands delineated on the deposited Plans and described in the deposited Book of Reference as they may require for the purposes of the said Works namely :—

Power to make
further Works.

Work No. 1 in the Parish of Whitby in the Urban District of Ellesmere Port and Whitby in the County of Chester—

A variation of the level of the sill of the tidal opening in the embankment of the Canal in that Parish and District by raising the level of the said sill to the extent of 2 feet.

Work No. 2 in the Parish of Weston in the County of Chester—

A variation of the level of the sill of the tidal opening in the embankment of the Canal in that Parish by raising the level of the said sill to the extent of 2 feet.

Work No. 3 in the Parish and Urban District of Runcorn in the County of Chester—

A variation of the level of the sill of the tidal opening in

the easterly embankment of the Canal in that Parish and District by raising the level of the said sill to the extent of 2 feet.

Work No. 4 in the Parish of Frodsham in the County of Chester—

5

A diversion of the present channel and course of Holpool Gutter commencing at a point in the present bed of Holpool Gutter distant 3 chains or thereabouts from the junction of that Gutter with the Canal thence passing eastwards and thence northwards under the Canal by means of a syphon and terminating in the right bank of the former course of the said Gutter at a point therein distant about 5 chains from the north-westerly side of the Canal.

Work No. 5 in the Parish of Walton Inferior in the County of Chester—

15

A diversion of the present channel and course of the River Mersey by a new cut (with a lock and sluices therein) commencing at a point in the left bank of the river distant thirty-six chains or thereabouts measured in a northerly direction from the point where the viaduct of the Grand Junction Line of the London and North Western Railway crosses the river and terminating at a point in the left bank of the river opposite the new portion of the works of Messrs. Monks Hall and Company Limited.

Work No. 6 in the Parish of Walton Inferior in the County of 25
Chester and in the Parish and Borough of Warrington in the
County of Lancaster—

A dam across the bed of the River Mersey in prolongation (in a westerly direction) of the northern bank of the diversion or new cut lastly hereinbefore described such dam to be situate between a point on the left bank of the said river in the Parish of Walton Inferior opposite the said works of Messrs. Monks Hall and Company Limited and a point on the right bank of the said river in the Parish and Borough of Warrington at the southern end of the new portion of the said Works.

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Work No. 7 in the said Parish and Borough of Warrington—

A rising main or sewer commencing on the right bank of the

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5 River Mersey at a point 61 chains or thereabouts northward of the viaduct carrying the Grand Junction Line of the London and North Western Railway across that river and terminating at or near the point hereinbefore described as the termination of the dam (Work No. 6).

7. The Company may upon any lands for the time being belonging to them construct and maintain all cuts channels locks weirs dams basins reservoirs ponds trenches pounds graving docks lay-byes gates sluices culverts by-passes arches bridges (fixed or opening) sewers drains embankments towing-paths walls jetties landing places dolphins moorings buoys beacon lights groynes quays wharves warehouses sheds buildings engines pumps machinery cranes lifts staithes drops railways tramways rails junctions sidings turntables signals stations roads approaches works and appliances which may be necessary or convenient for or incidental to the before-mentioned Works or any of them.

Subsidiary Works.

8. Subject to the provisions of this Act in constructing the Works by this Act authorised the Company may deviate laterally from the lines of the Works Nos. 4, 5 and 6 hereinbefore described as shown on the deposited Plans to any extent not exceeding the limits of deviation shown on those Plans and may deviate vertically from the levels of those Works and of the Work No. 7 hereinbefore described as shown on the deposited Sections to any extent not exceeding three feet upwards and ten feet downwards.

Limits of deviation.

9. If the Works by this Act authorised are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or otherwise in relation thereto shall cease except as to so much thereof as shall be then completed.

Time for completion of Works.

10. The Company may purchase or acquire compulsorily or by agreement the following lands buildings houses and property in addition to those required for the purposes of the said Works (that is to say):—

Power to purchase additional lands.

(a) Lands in the Parish of Ince in the County of Chester included between the stream known as the Tang Running

the Holpool Gutter the fence forming the boundary of the property of the Company and an imaginary line drawn parallel with and at a distance of 8 chains or thereabouts (measured in a southerly direction) from the said fence and commencing in the said Tang Running and terminating in the said Holpool Gutter; 5

(b) Lands in the Parish of Walton Inferior in the County of Chester lying within the Bank Quay bend of the River Mersey bounded on the east north and west by the left bank of the said river and on the south by an imaginary line commencing at a point in the said bank 22 chains north of the 10 said viaduct and drawn thence due west to meet the left bank of the said river below the works of Messrs. Monks Hall and Company Limited;

(c) Lands in the Parish and Urban District of Irlam in the County Palatine of Lancaster included between the road leading 15 from Liverpool Road to Irlam Ferry the right bank of the old river course of the River Irwell and of the river diversion a line drawn due west from a point in the said right bank distant 56 chains or thereabouts from the said road (measured in a north-easterly direction) and a second line 20 beginning in the said line drawn due west drawn parallel to the said right bank at a distance of about 12 chains therefrom (measured in a westerly direction) and terminating in the said road.

Power to
take easements
&c. by agree-
ment.

11. Persons empowered by the Lands Clauses Acts to sell 25 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 (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 or any of the purposes 30 of the Company's Undertaking 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 extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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Power to
acquire easements
only for Rising
Main or Sewer.

12. (1) The Company may in lieu of acquiring any lands for the purpose of the Rising Main or Sewer (Work No. 7) authorised by this Act acquire such easements and rights in such lands as they

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may require for that purpose and may give notice to treat in respect of such easements and rights and may in such notice describe the nature thereof and the several provisions of the Lands Clauses Acts (inclusive of those with regard to limited owners and to arbitration and the summoning of a jury) shall apply to such easements and rights as fully as if the same were lands within the meaning of those Acts.

(2) Provided that as regards any land taken or used by the Company for the purpose of the said Rising Main or Sewer the Company shall not (unless they give notice to treat for such lands and not merely for easements therein) be required or entitled to fence off or sever such lands from the adjoining lands but the owners or occupiers for the time being shall at all times after the completion of the said Rising Main or Sewer have the same right of passing over such lands for all purposes of or connected with the use or enjoyment of the adjoining lands as if such lands had not been taken or used by the Company.

(3) Provided also that (except as to land forming part of a street) nothing in this Section contained shall authorise the Company to acquire by compulsion any such easement in any case in which the owner in his particulars of claim shall require the Company to acquire the lands in respect of which they have given notice to treat for the acquisition of an easement only and every notice to treat for the acquisition of an easement shall be endorsed with notice of this provision.

13. The powers for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

14. The Company may for the purposes of their Undertaking (in addition to any lands they are authorised to acquire and hold under the other powers of this Act) from time to time by Agreement acquire in fee either by purchase or by way of exchange or otherwise any land not exceeding in the whole fifty acres and any right easement or privilege therein thereunder thereover or thereupon (not being an easement right or privilege of water in which persons other than the grantors have an interest) but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the

Power to acquire additional lands by agreement.

10

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event of any nuisance being caused or permitted by them upon any land so taken.

Power to
lease &c. certain
lands.

15. The following Sections of the Act of 1885 (that is to say) :—

Section 59 (Power to Lease certain Lands);

5

Section 60 (Power to retain &c. certain Lands);

Section 61 (As to reversion of certain Lands);

and the provisions of "The Manchester Ship Canal (Surplus Lands) Act 1893" (except Sections 10, 11 and 12 of that Act) shall extend and apply mutatis mutandis to and in relation to the 10 lands acquired by the Company under the powers of this Act and the Company may on any portion of such lands which they may not require for the construction of the said Works erect workmen's dwellings and sell let or lease the same or any of them.

Altering
Section 35 of
Act of 1885.

but see section 22
below

16. Notwithstanding anything contained in Section 35 of the 15 Act of 1885 the tidal and other waters of the River Weaver which shall hereafter flow into the Canal may be allowed to flow into the estuary of the River Mersey at some point or points above the present outfall of the River Weaver and at any time within four hours after any period of high water in the River Mersey at 20 Warrington Bridge.

For protec-
tion of Shrop-
shire Union
Railways and
Canal Company.

17. For the protection of the Shropshire Union Railways and Canal Company (in this Section called "the Shropshire Union Company") the following provisions shall (unless otherwise agreed upon between the Shropshire Union Company and the Company) be 25 observed and have effect :—

(1) From and after the variation of the water level (Eastham Locks to Latchford) by this Act authorised 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 30 for the purpose and of removing and re-erecting the engine and winding gear and executing all necessary Works in connection therewith) lengthen for a distance of thirty-two feet measured in a southerly direction the slip of the Shropshire Union Company at Ellesmere Port referred to in sub-Section (15) of Section 64 35 of the Act of 1885;

(2) The Shropshire Union Company may at the reasonable cost of the Company in all things alter the greenheart fender on the face of the Shropshire Union Company's North Quay at Ellesmere Port in accordance with the Plan and Sections dated the
 5 tenth day of May One thousand nine hundred and four and signed by the respective Engineers of the two Companies and also at the like cost make such alterations of the quay constructed of timber at the northern end of the said North Quay as may be agreed upon by the said Engineers or failing agreement as may be determined
 10 by an Engineer to be nominated (in case of disagreement) by the President for the time being of the Institution of Civil Engineers and the water level of the Canal shall not be varied under the provisions of this Act until a reasonable time has elapsed for allowing such alterations as aforesaid to be carried out. From
 15 and after the alteration of the said greenheart fender in manner aforesaid the Company shall pay to the Shropshire Union Company the costs and expenses which the last-named Company may reasonably be put to or incur in maintaining and keeping in repair so much of the said greenheart fender as will be below
 20 the level of the water in the Canal as varied under the powers of Section 4 of this Act;

(3) Notwithstanding anything in this Act contained the Company shall be responsible for and make good and pay to the Shropshire Union Company all losses damages and expenses
 25 which may be occasioned to that Company or to any of their Docks Quays Basins Canals Works or property or to their traffic or otherwise by reason or in consequence of the variation of the water level or the execution of any of the Works authorised or the exercise of any of the powers conferred by this Act;

(4) Any difference which may arise between the Company and the Shropshire Union Company under this Section or with reference thereto shall (unless otherwise agreed or unless the settlement thereof is otherwise provided for) be from time to time settled by arbitration in manner provided by "The Railway Com-
 30 panies Arbitration Act 1859" for the settlement of disputes by arbitration;

(5) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the
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Shropshire Union Company otherwise than is herein expressly provided.

Varying effect
of Section 15 of
Act of 1896 and
Agreement with
Shropshire Union
Company.

18. Whereas by Section 15 of the Act of 1896 it was provided that unless otherwise agreed in writing between the Shropshire Union Railways and Canal Company (in the said Section and herein- 5 after called "the Shropshire Union Company") and the Company certain provisions in the said Section set forth should be observed and have effect and it was provided by the said Section (sub-Section (1)) that if it should be established to the satisfaction of an Arbitrator to be appointed as therein mentioned that by reason or in consequence 10 of the construction of the Works by that Act authorised the velocity of the water at the entrance of or in the Canal should be so increased that the Shropshire Union Company could not conduct carry on and work their traffic between Ellesmere Port and the River Mersey as theretofore then the Company should at their own cost provide 15 maintain and man a tug of sufficient capacity to assist the Shropshire Union Company in conducting carrying on and working their said traffic at such times and in such manner as the Arbitrator might direct and provisions were also made by the said Section (sub-Section (2)) as to compensation to be made by the Company to the 20 Shropshire Union Company in case certain damage as therein defined should be caused. And (sub-Section (3)) that an Arbitrator to decide any dispute or difference under that Section should in default of Agreement be appointed as therein set forth.

And whereas by an Agreement dated the sixteenth day of 25 August One thousand eight hundred and ninety-eight and made between the Shropshire Union Company of the one part and the Company of the other part after reciting that certain disputes and differences had arisen under the said Section 15 between the Company and the Shropshire Union Company it was agreed that 30 the Company should provide work and man a tug for the purpose of assisting the Shropshire Union Company as therein provided.

And whereas in consequence of the variation of the water level in the Canal by this Act authorised it may be just and expedient that the provisions of the Agreement of the sixteenth day of 35 August One thousand eight hundred and ninety-eight between the Shropshire Union Company and the Company should be varied or other provisions made either in favour of the Company or the Shropshire Union Company as the case may require.

Therefore :—

If at any time after the variation of the water level by this Act authorised the Company establish to the satisfaction of an Arbitrator to be agreed upon between the Company and the Shropshire Union Company or failing such Agreement to be appointed in accordance with the said Section 15 of the Act of 1896 that by reason or in consequence of the variation of water level in the Canal or of the execution of any of the new Works by this Act authorised the Shropshire Union Company can conduct carry on or work their traffic at Ellesmere Port or between Ellesmere Port and Liverpool with greater convenience and at less cost than previously to such alteration or if on the other hand the Shropshire Union Company establish to the like satisfaction that by reason or in consequence of the variation of water level or of the execution of the Works aforesaid or any of them the Shropshire Union Company are injured or prejudicially affected in the conduct carrying on or working of their traffic at Ellesmere Port or between Ellesmere Port and Liverpool then such arbitrator shall have power to take into consideration the whole of the altered circumstances and make such order and give such relief and compensation with respect to the matters referred to him as he may think fit and such Arbitrator shall also have power if necessary to amend the said Agreement of the sixteenth day of August One thousand eight hundred and ninety-eight between the Company and the Shropshire Union Company.

19. If any arbitration shall hereafter take place under the provisions of this Section or of Section 16 of the Act of 1896 and the award of Butler Aspinall one of His Majesty's Counsel dated the twenty-sixth day of February One thousand nine hundred and three the Arbitrator to be appointed shall take into consideration the effect of the execution of the Works or exercise of the powers by this Act authorised or any of them between Weston Point along the Canal to Eastham and the River Mersey and if it be proved to his satisfaction that the execution or exercise of any of such works or powers has affected or will affect either prejudicially or beneficially the Salt Union Limited he may make such order or award either by way of variation of the aforesaid award or otherwise as he may think fit and for the purposes of any such arbitration the provisions of

For protection of the Salt Union Limited.

Section 16 of the Act of 1896 shall be deemed to be incorporated herewith.

Power to
Warrington Cor-
poration to con-
tribute to cost of
constructing
Rising Main.

20. (1) It shall be lawful for the Corporation of Warrington on the one hand and the Company on the other hand to enter into and carry into effect any Agreement with respect to the contribution of funds by the said Corporation towards the cost of constructing the rising main or sewer (Work No. 7) hereinbefore described. 5

(2) Any such agreement may provide that the said main or sewer may be constructed of a capacity in excess of that required for the immediate purposes of the sewage to be diverted into the said work and in that case any additional cost involved therein shall be defrayed by the said Corporation. 10

(3) The said Corporation may borrow such moneys as may be necessary for the purpose of the said main or sewer and for the purpose of such borrowing the said main or sewer shall be deemed to be a sewer within the meaning of the Local Acts applicable to the said Corporation. 15

Certain Works
to form part
of Company's
Undertaking.

21. The Works by this Act authorised other than the Rising Main or Sewer (Work No. 7) hereinbefore described shall for all purposes be deemed to form part of the Undertaking of the Company. 20

Provisions for
Mersey Com-
missioners.

22. Notwithstanding any other provision of this Act the following enactments for the protection of the Conservancy of the River Mersey shall have effect and be observed (that is to say):— 25

(1) Plans and Sections of all Works (within the jurisdiction of the Mersey Commissioners) authorised by this Act (including Works required for the benefit or protection of any body or person) shall be submitted by and at the expense of the Company to the acting Conservator for his approval and no such work shall be executed save in accordance with Plans and Sections approved by him and three copies of all Plans and Sections so approved shall be furnished by the Company to the Acting Conservator; 30

(2) The Company shall not (except as provided in the next following sub-Section) deviate from the lines or levels shown on 35

the deposited Plans and Sections save to such extent as may be approved by the acting Conservator ;

5 (3) The waters of the River Mersey above the dam by this Act authorised across the bed of the river (Work No. 6) shall be maintained at a normal low water level of ten feet above Ordnance datum but this provision shall not apply when in the opinion of the Acting Conservator the level of the water is raised by flood ;

10 (4) The tidal and other waters of the River Weaver which shall hereafter flow into the canal shall only be allowed to flow into the estuary of the River Mersey at such point or points and at such time or times as shall be approved by the Acting Conservator ;

15 (5) The Acting Conservator may from time to time give such directions as he may see fit with regard to the times of opening and closing the existing sluices and the lock and other culverts throughout the tidal portion of the canal and estuary and of opening and closing the sluices and culverts by this Act authorised and as to the periods during which the same are to remain open or closed as the case may be respectively and all such directions shall be observed by the Company ;

20 (6) All such records and returns as may be required by the acting Conservator shall be from time to time furnished to him by and at the expense of the Company and the Mersey Commissioners may appoint a fit person to watch the execution of the provisions of this Act and the reasonable salary of such person shall be paid
25 by the Company ;

(7) The provisions of the following Sections of the Act of 1885 (that is to say) :—

Section 36 (Provisions for the Mersey Commissioners) ;

30 Section 37 (Works not to be altered &c. without consent of Mersey Commissioners) ;

Section 47 (Lights on Works) ;

Section 49 (Abatement of Works abandoned or decayed) ;

Section 50 (Survey of Works by Board of Trade or Mersey Commissioners) ;

—35— shall extend and apply to the Works authorised by this Act as if those Works were authorised by the Act of 1885.

For protection
of the Urban
District Council
of Ellesmere Port
and Whitby.

23. For the protection of the Urban District Council of Ellesmere Port and Whitby in the County of Chester (in this Section called "the District Council") the following provisions shall have effect (unless otherwise agreed between the said Council and the Company) that is to say :—

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(1) The Company shall at their own expense divert the sewage of Ellesmere Port now passing into the Ship Canal immediately to the north-westward of the entrance to the Shropshire Union Basins and shall carry the same by a new pipe sewer to the present purification Works of the District Council and shall there provide for the treatment thereof by means of additional tanks and Works and the District Council shall give all necessary facilities for that purpose ;

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(2) The said Works shall provide for the diversion of the whole of the sewage which passes into the Mersey Street culvert except the drainage from such houses or lands in or adjoining Lower Mersey Street as may be agreed between the Company and the District Council ;

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(3) The said Works shall be constructed in such manner and on such terms and in accordance with such Plans and Sections and of such material, as shall be agreed between the Company and the District Council or in default of agreement determined by arbitration.

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For protection
of the Manchester
Ship Canal
Pontoons and
Dry Docks
Company
Limited.

24. Nothing in this Act contained shall in anywise override take away abridge prejudice vary or affect any of the rights benefits privileges liberties authorities remedies or interests of the Manchester Ship Canal Pontoons and Dry Docks Company Limited (hereinafter called "the Pontoons Company") under or by virtue of any agreement conveyance lease or deed made between the Company and the Pontoons Company or made between the Company and the Pontoons Company's agent or made between the respective agents of both the Companies in this Section named.

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For protection
of the owner of
the Ince Hall
and Thornton-in-
the-Moors
Estates.

25. For the protection of Clementina Churchill Park-Yates her 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 now belonging or reputed to belong to her (all of whom are included under the expression "the owner" when used in this

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17

Section) the following provisions shall (unless otherwise agreed in writing between the owner and the Company) have effect (that is to say):—

5 (1) The provisions of sub-Section (1) of Section 69 of the
 5 Act of 1885 (the marginal note of which is "For the protection
 " of Edmund Waldegrave Park-Yates his heirs or assigns") shall
 extend and apply mutatis mutandis to the Works or operations
 of the Company under this Act and to the exercise of any of the
 0 powers herein contained in the same manner in all respects as
 10 if the said sub-Section were herein repeated mutatis mutandis
 in relation to the Works and operations by this Act authorised
 and the powers herein contained ;

.5 (2) Before raising the water level of the Canal as authorised
 15 by this Act or doing anything to hold up or retard the tide or
 tidal and other waters in the Canal the Company shall at their
 own expense completely construct in or upon the lands which the
 Company are by this Act authorised to purchase or acquire from
 the owner an open drain or watercourse of such length and
 20 dimensions and with such declivities and falls as shall be sufficient
 20 to take the water of the stream known as the Tang Running and
 convey the same into the Holpool Gutter and shall divert the
 water of the said stream known as the Tang Running into the said
 drain or watercourse and the Company shall thereafter maintain
 the said drain or watercourse in good order repair and condition
 25 and free from obstruction and allow or cause the water of the said
 stream known as the Tang Running to flow along the said drain
 or watercourse and thence into the Holpool Gutter. The syphon
 forming part of the Work No. 4 by this Act authorised shall be
 30 constructed and made effective before the water level of the Canal
is raised as hereinbefore mentioned or anything is done to hold up
 or retard the tide or tidal and other waters in the Canal and shall
 be of such construction and dimensions as to take and effectually
 convey under the Canal and discharge from the right bank of the
 former course of the Holpool Gutter at a point therein distant
 35 about 5 chains from the north-westerly side of the Canal all the
 water coming down the said drain or watercourse and the Holpool
 Gutter respectively. Forthwith after the completion of the said
 drain or watercourse the Company shall at their own expense
 erect and for ever afterwards maintain in good order repair and

condition a fence all along the boundary of the lands which the Company are by this Act authorised to purchase or acquire from the owner where such lands adjoin other lands of the owner such fence to be of such height and materials as shall correspond with the present fence dividing the lands of the Company from those of the owner. All Works mentioned in this sub-Section shall be constructed and maintained by the Company to the reasonable satisfaction of the owner or her Surveyor or Agent for the time being;

(3) Except as herein expressly enacted nothing herein contained shall take away prejudice or diminish any right privilege power or authority conferred upon the owner by any previous Act of the Company or any covenant or obligation on the part of the Company contained in any conveyance or assurance to the Company heretofore made by the owner or any predecessor in title of the owner or any deed or Agreement at any time heretofore made or entered into between the Company and the owner or any such predecessor;

(4) If any difference shall at any time arise between the Company and the owner touching anything to be done hereunder such difference shall failing agreement be referred to a single Arbitrator to be appointed by the President for the time being of the Institution of Civil Engineers at the instance of either party and the provisions of "The Arbitration Act 1889" shall apply to any such reference.

For protection
of the Trustees
of Robert Ashton
deceased.

26. For the protection of the Right Honourable Aldred Frederick George Beresford Earl of Scarbrough and Henry Lycett the Trustees of Robert Ashton deceased or other the owner or owners for the time being of the Estates known as the Ashton Estates situate in the Townships of Oughton Wervin and Picton in the County of Chester the provisions of Section 68 of the Act of 1885 and the provisions of Section 17 of "The Manchester Ship Canal (Tidal Openings &c.) Act 1890" shall be deemed to extend and apply mutatis mutandis to and in relation to the construction or user of all or any of the Works authorised by this Act and to and in relation to the exercise of any of the powers herein contained in as full ample and beneficial a manner as if the same had been authorised by the Act of 1885 or by "The Manchester Ship Canal (Tidal Openings &c.) Act 1890."

27. For the protection of the Chester Rural District Council the following provisions shall unless otherwise agreed in writing between the said District Council and the Company have effect (that is to say) :—

For protection of the Chester Rural District Council.

- 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 the present drainage of the Village of Ince or the outfalls thereof or the passage or escape of drainage or flood or tidal water therefrom as
10 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 said District Council;
- 15 (2) If any difference shall at any time arise between the said District Council and the Company touching anything to be done hereunder such difference shall failing agreement be referred to a single Arbitrator to be appointed by the President of the Institution of Civil Engineers at the instance of either
20 party and the provisions of "The Arbitration Act 1889" shall apply to any such reference.

28. (1) If at any time or times hereafter by reason or in consequence of the construction of the works of the Company by this Act authorised or any of them or any operations of the
25 Company the drainage of the lands forming part of the respective estates of the Most Honourable George Henry Hugh Marquis of Cholmondeley, Hervey Talbot, William Higson, John Higson Hayes, Hilda Hayes and Violet Hayes the Trustees of the Will of Edward Abbott Wright the Trustees of the Will
30 of John Knowles, Charles Edward Linaker and the Trustees of the Will of Henry Linaker or any or either of them or the overflow or discharge or passage or escape of water therefrom as freely as heretofore shall be impeded or prejudicially affected the Company shall at their own expense at the request of the owner and
35 as often as occasion shall require restore and make good or renew such drainage and provide for the overflow discharge passage and escape of such water so as to secure the overflow discharge passage or escape of such water in as effectual a manner as heretofore to the

As to drainage of lands of Marquis of Cholmondeley and others.

reasonable satisfaction of the owner of the land prejudicially affected and the Company shall pay to the owner or owners of the land prejudicially affected thereby and to his or their tenant or tenants full compensation for any damage or injury sustained by him or them or any of them by or in consequence of any interference with such drainage overflow discharge passage or escape of water. 5

(2) Any dispute or difference which may arise as to whether the said works or operations have rendered the said drainage overflow discharge passage or escape of water less efficient or as to any compensation to be paid by the Company shall in default of agreement 10 be referred to a sole Arbitrator to be appointed by the Board of Trade on the application of either party and the provisions of "The Arbitration Act 1889" shall apply to any such reference.

Provisions as
to construction
of siphon at
Holpool Gutter

29. For the protection of The Most Honourable George Henry Hugh Marquis of Cholmondeley, Hervey Talbot, William 15 Higson, the Trustees of the Will of Edward Abbott Wright, Charles Edward Linaker the Trustees of Upton's Charity, the Trustees of Frodsham Endowed School, John Higson Hayes, Hilda Hayes, Violet Hayes, Thomas Ellams, Thomas Lewis of Backford, Thomas Lewis of Bradley, the Reverend Henry Birdwood Blogg, William 20 Lowe and the Trustees of the Will of John Nixon or other the owner or owners for the time being of the lands now belonging or reputed to belong to the said Marquis of Cholmondeley, Hervey Talbot, William Higson, the Trustees of the will of Edward Abbott Wright, Charles Edward Linaker, the 25 Trustees of Upton's Charity, the Trustees of Frodsham Endowed School, John Higson Hayes, Hilda Hayes, Violet Hayes, Thomas Ellams, Thomas Lewis of Backford, Thomas Lewis of Bradley, the Reverend Henry Birdwood Blogg, William Lowe and the Trustees of the Will of John Nixon or any or either of them (all of whom 30 are included under the expression "the owners" when used in this Section) the following provisions shall (unless otherwise agreed in writing between the owners and the Company) have effect (that is to say) :—

(1) Before raising the water level of the Canal or retarding 35 the ebb of the tide under the powers of this Act the Company shall at their own expense completely construct and for ever afterwards maintain in good order repair and condition and free from obstruction in or upon the lands of the Company at

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Holpool Gutter a syphon of such construction and dimensions as to take and effectually convey under the Canal and discharge into the estuary of the River Mersey all the water coming from such lands and all the water coming down or which may under this Act be diverted into the Holpool Gutter. All Works mentioned in this sub-Section shall be constructed and maintained by the Company in a proper workmanlike and efficient manner;

(2) Nothing in this Section contained shall prejudice abridge or defeat the right of the owners or their tenants to compensation for injury occasioned to them in consequence of the Works or operations of the Company;

(3) Any dispute or difference which may arise as to whether the said Works have been constructed before raising the water level of the Canal or retarding the ebb or have been properly constructed and maintained or as to any compensation to be paid by the Company shall in default of agreement be referred to a sole Arbitrator to be appointed by the Board of Trade on the application of either party and the provisions of "The Arbitration Act 1889" shall apply to any such reference.

30. For the protection of the Weaver Navigation Trustees (in this Section referred to as "the Trustees") the following provisions shall have effect unless otherwise agreed upon in writing between the Trustees and the Company :—

For protection
of Weaver
Navigation
Trustees.

(1) If by reason or in consequence of the construction of the Works of the Company by this Act authorised or some of them or of the exercise of the powers conferred upon the Company by this Act the raising of the low-water level of the River Weaver from the Manchester Ship Canal to Sutton Weir obstructs or renders less efficient the passage of the flood waters of the River Weaver or the overflow or discharge of water from the lands adjoining the River Weaver whether above or below Sutton Weir and the drainage of such lands and the passage or escape of flood or tidal waters therefrom as freely as heretofore is obstructed or prejudicially affected the Company shall when called upon to do so by the Trustees or by the owner or owners of any of the land so drained in respect of the drainage of any lands for which the Trustees are responsible whether wholly or in part at the request of the Trustees carry out at their own expense such remedial Work

either by diversion or by pumping or otherwise or in the alternative shall pay compensation as may be agreed upon between the respective Engineers of the Trustees and the Company. In every case where it may be necessary to cross the Weaver Navigation or the Weston Canal by any syphon or drain pipes such syphon or drain pipes shall be placed at such a depth as will leave a clear navigable depth of sixteen feet below water level and the Company shall indemnify the Trustees from all claims which may be made against them by reason of any such interference with the passage overflow or discharge of such waters as aforesaid ;

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(2) And whereas the raising of the low-water level from the Manchester Ship Canal to Sutton Weir will reduce the available discharging power of Sutton Weir and sluices the Company shall at their own expense before raising such water level erect or cause to be erected such additional sluice or sluices and in such position or positions and of such dimensions as may be agreed upon between the said Engineers with all machinery necessary for the complete working of such additional sluice or sluices and if the Trustees shall incur any additional cost through the working of and maintaining the said additional sluice or sluices the Company shall from time to time pay to the Trustees such additional cost of working and maintaining such sluice or sluices ;

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(3) If the raising of the water level as aforesaid also prejudicially affects the use of the turbines at Weston Marsh Lock the Company before raising the water level shall at their own expense provide efficient electric or other motive power or machinery for working the lock gates in as efficient and expeditious a manner as at present and in accordance with Plans to be agreed between the said Engineers ;

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And the Company shall from time to time pay to the Trustees the additional cost if any of working the said gates and the cost of maintaining the machinery for such additional motive or mechanical power which shall be under the sole control of the Trustees ;

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(4) If in consequence of any Works of the Company by this Act authorised the Trustees shall be put to any additional expense over that of previous years in respect to the removal of ice in the River between Sutton Weir and Weston Point such additional expense shall be borne by the Company ;

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Agreement with
over Trustees
11th Sept. 1905

The Manchester Ship Canal Act 1904.

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(5) Nothing in this Act contained shall prejudice vary or affect the rights of the Trustees under sub-Section (7) of Section 71 of the Act of 1885 or under any other provisions of that Act or under "The Manchester Ship Canal (Tidal Openings &c.) Act 1890" and the Act of 1896;

(6) 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 Engineer to be agreed upon between the Company and the Trustees or failing Agreement to be nominated on the application of either party by the Board of Trade.

31. For the protection of Hervey Talbot and other the owner or owners for the time being of the estates known as the Aston Estate in the Townships of Sutton and Aston in the County of Chester now belonging or reputed to belong to him (all of whom are included under the expression "the owner" when used in this Section) and for the protection of Thomas Rigby and Son Limited 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 owner of
Aston Estate and
Thomas Rigby
and Son Limited.

(1) The Company shall pay to the owner full compensation for any loss or damage which he may sustain by reason or in consequence of the stopping or diminution of or interference with the present water power of the Sutton Mills on the River Weaver under the powers of this Act;

(2) Nothing in this Act contained shall prejudice or affect Section 72 of the Act of 1885 or Section 20 of the Act of 1896 the marginal notes whereof are "For protection of Messrs. Rigby and others" or any agreements subsisting between the tenants of Sutton Mills and the Company;

(3) The Company shall pay to Thomas Rigby and Son Limited or other the tenants of the Sutton Mills full compensation for any loss or damage which they may sustain by reason or in consequence of the stopping or diminution of or interference with the present water power of the said Sutton Mills under the powers of this Act;

(4) Any dispute or difference which may arise between the Company on the one hand and the owner or Thomas Rigby and Son Limited or other the tenants of the said Sutton Mills or

any of them on the other hand as to any compensation to be paid by the Company shall in default of agreement be determined by arbitration in the manner provided by the Act of 1885.

For protection
of Cheshire
County Council.

32. For the protection of the Cheshire County Council the following provision shall unless otherwise agreed in writing between the Cheshire County Council and the Company have effect (that is to say) :— 5

If in consequence of the raising of the level of the water in the River Weaver under the provisions of this Act it shall be necessary to raise the height of the stone cut-waters of the piers of Frodsham County Bridge the said County Council may execute such Works as may be necessary for raising the height of such cut-waters an additional two feet and the Company shall pay to the said County Council the cost incurred by them in so doing. Any dispute arising between the Company and the said County Council in pursuance of this Section shall failing agreement be referred to a sole Arbitrator to be appointed by the President for the time being of the Institution of Civil Engineers at the instance of either party and the provisions of "The Arbitration Act 1889" shall apply to any such reference. 15 20

For protection
of Runcorn
Rural District
Council.

33. For the protection of the Rural District Council of Runcorn (hereinafter called "the District Council") the following provisions shall unless otherwise agreed upon in writing have effect :—

(1) Nothing in this Act contained shall prejudice vary diminish or affect the rights powers privileges and remedies of the District Council as the successors of the Guardians of the Poor of the Runcorn Union under or by virtue of an Agreement dated the 5th day of May 1891 and made between the said Guardians of the one part and the Company of the other part or relieve the Company from any liabilities or obligations thereby imposed upon them or render the District Council liable to any penalty or cost for doing any act or thing in accordance with the provisions of the said Agreement. All the provisions of the said Agreement shall so far as is applicable apply to and in the case of all Works to be executed by the Company under the powers of this Act and for that purpose such last mentioned Works shall be deemed to be included within the expression "the said Canal Works" in the said Agreement; 25 30 35

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(2) Before the level of the water in any portion of the canal situate between Eastham Locks on the west and Latchford Locks on the east is raised or the low water levels of the River Weaver or of the River Mersey are raised or the tides in such rivers are retarded under the powers of this Act and before Works Nos. 5 and 6 authorised by this Act are completed the Company shall—

(A) Execute and carry out all such Works and do all such things as shall be reasonably necessary for the proper discharge or disposal of the sewage or drainage which at the date of the passing of this Act is discharged into the said rivers and canal and which may be prejudicially affected by reason or in consequence of the construction of any of the Works or operations by this Act authorised and for ensuring a proper and efficient outfall for any of the sewers drains brooks or watercourses vested in or under the management or control of the District Council which may be prejudicially affected by reason or in consequence of the construction of any of the said Works or operations and for making the same as efficient as they were before the passing of this Act;

(B) Construct and complete in accordance with the deposited Plans and Sections Work No. 4 authorised by this Act;

(C) The Company shall prepare and send to the District Council for their approval Plans and Sections shewing the Works which the Company consider necessary for the purpose of carrying out the provisions of sub-Clause (A) of this sub-Section. If the District Council disapprove of the aforesaid Plans and Sections or consider that any further Works are necessary for the purposes aforesaid then and in such case the question as to what Works are necessary for the aforesaid purposes shall in default of agreement be settled by arbitration in the manner hereinafter provided. Provided that if no objection be made by the District Council within two months after the submission of the said Plans and Sections such Plans and Sections shall be deemed to have been approved.

(3) If at any time after the execution of the Works referred to in sub-Section (2) of this Section any further Works shall be

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deemed reasonably necessary for ensuring the proper discharge or disposal of the sewage or drainage of the District Council discharging into the said rivers or canal and of ensuring a proper and efficient outfall for any of the sewers drains brooks or water-courses vested in the District Council which may by reason of the execution of the Works or the exercise of the powers authorised by this Act be rendered less effective than at present then and in such case the Company shall execute such further Works for rendering the same as effective as they were at the date of the passing of this Act. Any difference which shall arise between the District Council and the Company as to whether any further Works are reasonably necessary or not and what (if any) further Works are reasonably necessary and the time within which such further Works shall be completed shall in default of Agreement be determined by arbitration in the manner hereinafter provided ;

(4) If by reason or in consequence of the construction of any of the Works by this Act authorised or the execution of any of the powers by this Act conferred upon the Company or the non-fulfilment of any of the obligations by this Act imposed upon the Company it shall be proved to the satisfaction of the Local Government Board (or of any competent Authority) that the waters of the canal or the River Weaver have become so polluted as to be a nuisance injurious to health the Company shall forthwith execute all Works and do all things necessary for abating such nuisance and for preventing such nuisance from again arising ;

(5) If by reason or in consequence of the construction of any of the Works by this Act authorised or the execution of any of the powers by this Act conferred upon the Company or the non-fulfilment of any of the obligations by this Act imposed upon the Company the District Council shall by any competent authority be ordered to clarify or otherwise deal with their sewage then and in such case the Company shall if so required by the District Council construct and maintain such Works as may be necessary for the purpose of enabling such sewage to be discharged into the estuary of the River Mersey or otherwise dealt with as required by any such order ;

(6) Sub-Sections (2) (3) (4) and (5) of this Section shall be in addition to and not in derogation of the rights powers privileges and remedies of the District Council under or by virtue of the

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said Agreement of the 5th day of May 1891 and the Act of 1896;

5 (7) All Works and things to be executed and done by the Company under or by virtue of the provisions of this Section shall be executed and done and maintained and worked in an efficient manner at the expense in all things of the Company;

10 (8) Any difference from time to time arising between the District Council and the Company with reference to any of the matters referred to in this Section shall in default of agreement be referred to an Engineer to be appointed by the Local Government Board on the application of either party and the provisions of "The Arbitration Act 1889" shall apply to any such reference.

34. The following provisions for the protection of the United Alkali Company Limited (the successors of the Runcorn Soap and
15 Alkali Company Limited and of Messrs. Hazlehurst and Sons who are respectively referred to in Section 78 of the Act of 1885) 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 protection
of the United
Alkali Company
Limited.

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 referred
25 to in Section 78 of the Act of 1885 and now belonging to the owners 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
30 drainage and 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 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
35 compensation if not agreed to be settled by arbitration in the manner provided by the Lands Clauses Acts for settlement of cases of disputed compensation.

For protection
of Entrances to
Docks &c. at
Widnes.

35. The Works by this Act authorised shall for the purposes of Section 82 (For the protection of the Entrances to Docks &c. at Widnes) of the Act of 1885 be deemed to have been authorised by such Act and such Section shall be construed and have effect as if such Works had been so authorised.

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For protection
of Sir R. M.
Brooke Bart.

36. Nothing contained in this Act shall take away abridge prejudice or affect any right or privilege vested in or enjoyed by Sir Richard Marcus Brooke Baronet or the owner or occupiers for the time being of the Norton Priory Estates and in particular nothing in this Act shall prejudice or affect the provisions for the protection of the Norton Priory Estates and the owners and occupiers thereof contained in Section 81 of the Act of 1885 or in Section 29 of "The Manchester Ship Canal Act 1893" or in any of the agreements entered into between the late Sir Richard Brooke or Sir Richard Marcus Brooke and the Company.

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For protection
of Sir Gilbert
Greenall Bart.
and the Walton
Hall Estate.

37. The following provisions for the protection of Sir Gilbert Greenall Baronet or other the owner or owners for the time being of 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 in writing between Sir Gilbert Greenall and the Company (that is to say):—

(1) The Company shall before commencing any Works authorised by this Act if so required by Sir Gilbert Greenall serve notice to treat upon him for the whole of his land lying between the northerly side of the river diversion (Work No. 5) and the River Mersey;

(2) Before the level of the water in any portion of the Canal situate between Eastham Locks on the west and Latchford Locks on the east is raised or the low water level of the River Mersey is raised or the tide is retarded under the powers of this Act;

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(A) If any of the drains sewers or watercourses belonging to Sir Gilbert Greenall or used in connection with the Walton Hall Estate or any part thereof shall or may be prejudicially affected by or in consequence of any of the Works or operations by this Act authorised the Company shall execute and carry out all such Works and do all such things as shall be reasonably necessary for the proper discharge or disposal of the drainage

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from the said Estate which at the date of the passing of this Act is discharged into the said river and for ensuring a proper and efficient outfall for the said drains sewers and watercourses and for making the same as efficient as they were before the passing of this Act;

(B) The Company shall prepare and send to Sir Gilbert Greenall or his agent for their approval particulars including Plans and Sections showing the works and operations which the Company consider necessary for the purpose of carrying out the provisions of sub-Clause (A) of this sub-Section. If Sir Gilbert Greenall or his agent disapprove of the aforesaid particulars Plans and Sections or consider that any further works or operations are necessary for the purposes aforesaid then and in such case the question as to what works and operations are necessary for the aforesaid purposes shall in default of agreement be settled by arbitration in the manner hereinafter provided. Provided that if no objection be made by Sir Gilbert Greenall or his agent within two months after the submission of the said particulars Plans and Sections the same shall be deemed to have been approved;

(3) All Works and things to be executed and done by the Company under or by virtue of the provisions of this Section shall be executed and done and maintained and worked in an efficient manner at the expense in all things of the Company;

(4) Any difference from time to time arising between Sir Gilbert Greenall and the Company with reference to any of the matters referred to in sub-Sections (2) and (3) of this Section shall in default of agreement be referred to an Engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party;

(5) The Company shall pay Sir Gilbert Greenall compensation for any damage or injury sustained by him by or in consequence of any Works or operations of the Company under the powers of this Act the amount of such compensation if not agreed to be settled by arbitration by an Arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party provided that the Company shall not be liable to pay compensation for any damage or injury which has been

remedied or intended to be remedied by the Works and operations prescribed under sub-Section (2) of this Section ;

(6) The provisions of "The Arbitration Act 1889" shall apply to any reference under sub-Sections (4) and (5) of this Section ;

(7) Nothing in this Act contained shall prejudice or affect any clause covenant provision or agreement for the protection or benefit of Sir Gilbert Greenall or his predecessor in title contained in any Act of Parliament deed agreement or other document.

For protection
of Corporation
and traders of
Warrington.

38. For the protection of the Corporation of Warrington and the traders manufacturers and others now or hereafter carrying on business at or near Warrington (in this Section called "the traders") the following provisions shall have effect (that is to say) :—

(1) The Works at and near Warrington (Works Nos. 5 and 6) authorised by this Act shall only be constructed and used subject to and in accordance with the provisions of this Section ;

(2) The Company shall construct Work No. 5 by this Act authorised and the lock and sluices and the several levels of the different parts thereof in accordance with Plans and Sections to be agreed between the Company and the Corporation but subject to the approval of the Acting Conservator provided that the lock in Work No. 5 shall not be of less width or of less length than the existing Walton Lock and the height of the sills shall not be more than one foot six inches above Ordnance datum and the top of the lower sluices in Work No. 5 shall not be higher than thirteen feet above Ordnance datum ;

(3) After the construction of the Work No. 5 by this Act authorised the sluices therein so far as is necessary for the purposes of admitting retarding and discharging the tidal waters of the River Mersey shall whenever the Corporation so require (subject to the approval of the Acting Conservator) be under the joint control management and direction of the Company and the Corporation and the cost of such joint control management and direction shall be paid by the Company ;

(4) The Company shall not proceed with the construction of Work No. 6 so as to interfere with the navigation of the river until Works Nos. 5 and 7 shall have been completed ;

(5) After the construction of Work No. 5 by this Act authorised the Corporation and the traders shall be entitled at all times to use the said Work for the purpose of navigating vessels to and from any part of the River Mersey free from all tolls and charges in respect thereof and they may continue to exercise and enjoy all such rights of navigation inward and outward over the part of the River Mersey between the northern side of the Work No. 6 and Howley Lock and also the connecting arm of the River Mersey leading from Walton Lock as they have hitherto lawfully exercised and enjoyed over the said portion of the River Mersey;

(6) Forthwith after they shall have so far completed the Work No. 6 as to enable them to maintain the water level above that Work at ten feet above Ordnance datum the Company shall at their own cost dredge the bed and banks of the River Mersey (meaning thereby a channel in and along the River Mersey having a minimum width of fifty feet at the bottom) and for ever maintain the same dredged so that at all times there shall be a depth of not less than eight feet of water in the said channel between the western boundary of the Works of Messieurs Monks Hall and Company Limited as defined in the Agreement scheduled to the Act of 1896 (in this Section referred to as "the Scheduled Agreement") and Howley Lock including the river diversion (Work No. 5) from the eastern end of the lock in such diversion and also the connecting arm of the River Mersey leading from Walton Lock.

Without prejudice to the obligation aforesaid the Company shall so dredge and maintain dredged the said channel that the bottom thereof shall not be at a higher level than one foot six inches above Ordnance datum;

(7) With regard to so much of the said channel as passes under Warrington Bridge the Company may at that point reduce the said minimum width of fifty feet at the bottom of the channel in case the Engineer of the Company and the Surveyor of the Corporation (in this Section referred to as "the Surveyor") shall be of opinion and shall make a joint report in writing that such reduction is necessary having regard to the safety of the bridge but such reduction shall not be made to any further or greater extent than may be unavoidable in the actual circumstances at that point;

(8) In case at any time hereafter the locks at Howley Weir and Twenty-steps Bridge or either of them are enlarged so as to enable vessels of increased size to pass through the same the Company shall in like manner forthwith at their own cost dredge the bed and banks of the River Mersey (meaning thereby a channel in and along the River Mersey having a minimum width of fifty feet at the bottom) and for ever maintain the same dredged so that at all times there shall be a depth of eight feet of water in the said channel between Howley Weir and the eastern boundary of the Borough of Warrington;

(9) In addition to dredging and maintaining the channel of the River Mersey as required by sub-Sections (6) and (8) of this Section the Company shall at their own cost whenever required so to do by and within two months of the date of notice from the owner of any wharf existing at the passing of this Act on any part of the River Mersey mentioned in the said sub-Section (6) (and also in the said sub-Section (8) if and so soon as the liability to dredge the channel under that sub-Section arises) dredge and thereafter maintain dredged the bed of the river alongside any such wharf so that the level of the said bed shall not be higher than the level of the bottom of the channel aforesaid. Provided that if the owner of any wharf shall require the Company to dredge alongside such wharf outside the limits of the channel aforesaid to a less depth than in this sub-Section provided the Company shall comply with such requirement;

(10) In case any trader shall give notice in writing to the Company complaining of any failure by the Company to make or maintain the channel as provided in this Section the Company may within two days (excluding Sundays and holidays) of the receipt of such notice give a counter notice in writing to the Surveyor who shall thereupon forthwith sound and survey the said channel and shall certify in writing as to the correctness or otherwise of the said complaint together with the result of such soundings and survey and shall give notice of such certificate to the complainant trader and the Company and shall also if required furnish to the Company copies of the cross-Sections taken by him.

The failure of the Company to give such counter notice within two days as aforesaid or the finding of the said Surveyor that the said channel is not in accordance with the provisions of this

Section shall be conclusive evidence of the default of the Company;

(11) If after any such complaint as aforesaid the Surveyor shall certify that the Company has failed to maintain the said channel in accordance with the provisions of this Section so that the navigation thereof shall have become obstructed or impeded or if the Company fail to give counter notice to the Surveyor as aforesaid thereupon and until the said Surveyor shall have certified that the channel has been restored and the navigation thereof has been rendered unobstructed and unimpeded the Corporation and the traders shall have full right for vessels to pass through Walton Lock and to navigate in both directions the Canal between Walton Lock and Eastham or any part thereof together with the use of Eastham Lock Walton Lock ~~Old Quay Lock~~ Runcorn and of that portion of the River Mersey referred to in sub-Sections (6) and (8) hereof free from all tolls dues and impositions whatsoever. Provided that the Corporation and the traders shall not be entitled to the right of free navigation in this Section provided if the Company (after such complaint by a trader followed by the certificate of the Surveyor or failure by the Company to give such counter notice as aforesaid) shall forthwith commence to dredge and continue to dredge the aforesaid channel to the reasonable satisfaction of the Surveyor.

In the event of any failure by the Company to comply with the provisions of this sub-Section so that any trader becomes entitled to the right of free navigation as herein provided such right of free navigation shall be without prejudice to the right of such trader to proceed against the Company in respect of any damage which he may sustain but the amount of tolls which would have been payable if such freedom had not been conferred shall be taken in reduction of any such damages;

(12) In addition to the rights and privileges conferred by Clause 2 sub-Clause (a) of the scheduled Agreement the traders shall be entitled to the use of the ~~Old Quay Lock~~ Runcorn for the purpose of entering and leaving the Canal without payment of any additional tolls or dues in respect of the use of the said lock;

[12]

Walton Mersey Lock
substituted for Old
Quay Lock by HRO
and then repealed
by (1975) HRO
Art 3 (3)

R/75

See above

(13) Any vessel passing through the said river diversion (Work No. 5) destined for or coming from any point on the River Mersey to or from which at the passing of this Act right of free navigation exists and the passage of which vessel along the natural course of the said river shall be prevented by the dam across the said river (Work No. 6) shall be exempt from any toll or charge in respect of the passage to or from such point ; 5

(14) The Corporation shall for the purposes of this Section be deemed to be traders ;

(15) Any trader may enforce by action the provisions of this 10 Section so far as such provisions affect him ;

(16) The Company shall reasonably use the sluices and Works and Work No. 5 by this Act authorised so as not to exclude the tide flowing up the said river to Warrington Bridge but this shall not prevent the Company from keeping the lower portion of 15 the said sluices closed against the incoming tide.

When the tides below Work No. 5 rise to less than thirteen feet above Ordnance datum the Company shall if required by the Corporation on tides by which the Canal is influenced by tidal action permit water to flow into the river from the Canal through 20 the existing Walton Sluice so as to give as far as practicable the benefit of the additional tidal height.

And the Company shall also (except when prevented by flood) so operate and use the said sluices on the ebb tide as to reduce the water level at Warrington Bridge to ten feet above Ordnance 25 datum within thirty minutes of the time at which a corresponding tide would reach such level under existing circumstances ;

(17) The Company shall construct through Work No. 6 two culverts each having an internal diameter of not less than three feet with suitable penstocks and regulating gear at such position and 30 at such levels and otherwise as may be agreed between the Surveyor and the Chief Engineer to the Company or in the event of difference between them as shall be decided by Sir John Wolfe Barry K.C.B. or other Arbitrator to be appointed unless otherwise agreed on the application of either of the parties by the Board of Trade. 35 The Company subject to other the provisions of this Section shall at all times use the said culverts to their full capacity so as to pass through the same as much of the upland flow of the

The Manchester Ship Canal Act 1904.

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River Mersey as the same will take and the sluices to be constructed in the river diversion (Work No. 5) by this Act authorised shall not be opened for discharge down river unless the said two culverts are open to their full capacity and the sluices shall remain open only during the time when the said culverts are open as aforesaid.

39. In addition to the provisions of the Section of this Act whereof the marginal note is "For protection of Corporation and Traders of Warrington" the following provisions for the protection of Messieurs Monks Hall and Company Limited or other the owner or owners for the time being of their Works and premises situate at Warrington (in this Section called "the owners") shall be observed and have effect :—

For protection
of Messrs. Monks
Hall and Com-
pany Limited.

(1) In the application of the provisions of sub-Section (9) of the hereinbefore-mentioned Section of this Act to the owners' wharf (four hundred feet in length) opposite to their tube works the period of seven days shall be substituted for the period of two months referred to in the said sub-Section and all dredging at the said wharf in pursuance of that Section shall when commenced be carried on continuously so as to clear the said wharf as quickly as possible ;

(2) The Company shall pay compensation to the owners for any loss of quay space and water frontage and for severance resulting from the exercise of the powers conferred by this Act and in case of difference the amount of such compensation shall be determined in accordance with the provisions of the Lands Clauses Acts with reference to the settlement of questions of disputed compensation in the case of the purchase of lands other wise than by agreement. Provided that in estimating the amount of such compensation regard shall be had to the benefit accruing to the owners by reason of the use by them for wharf purposes of the dam (Work No. 6) by this Act authorised as in the next succeeding sub-Section provided which shall be fairly estimated and set off against the said compensation ;

(3) The Company shall permit the owners to use the dam (Work No. 6) for wharf purposes and shall construct and maintain along the south face of such dam and for a length of one hundred

feet a suitable staging to admit of such user subject to the right of way of the Company across the said dam to the towing-path. Provided that the owners shall so use the said dam for wharf purposes as not to cause any interference with the working of the culverts and sluices therein or connected therewith;

5

(4) The Company shall pay compensation to the owners for the loss or injury (if any) which may be ascertained to be due to delay occasioned to the vessels of the owners or vessels chartered by them by reason of the exercise of any of the powers conferred by this Act. In case of difference the amount of such compensation shall be determined by arbitration under the provisions of "The Arbitration Act 1889."

10

For protection
of Messrs. James
Fairclough and
Sons Limited.

40. In addition to the provisions of the Section of this Act whereof the marginal note is "For protection of Corporation and "Traders of Warrington" the following provisions for the protection of Messieurs James Fairclough and Sons Limited or other the owner or owners for the time being of the Mersey Mills and Bank Quay Mills Warrington (in this Section called "the owners") shall be observed and have effect :—

15

(1) In the application of the provisions of sub-Section (9) of the hereinbefore mentioned Section of this Act to the owners' crane wharf (one hundred feet in length) at Bank Quay Mills the period of seven days shall be substituted for the period of two months referred to in the said sub-Section and all dredging at the said wharf in pursuance of that Section shall when commenced be carried on continuously so as to clear the said wharf as quickly as possible;

25

(2) The Company shall not commence the construction of Work No. 6 by this Act authorised until they have paid compensation to the owners for the loss of water power at their Mersey Mills as if in consequence of the exercise of the powers of this Act the owners were entirely deprived of all water power at such Mills and in case of difference the amount of such compensation shall be determined in accordance with the provisions of the Lands Clauses Acts with reference to the settlement of questions of disputed compensation in the case of the purchase of lands otherwise than by agreement and upon payment of such com-

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pensation the owners shall assign their rights of water power at the said Mills to the Company ;

(3) If and so long as the Company comply with the provisions of sub-Section (16) of the hereinbefore mentioned Section of this Act the owners shall not be entitled to any compensation for any diminution of headroom for their vessels when passing under Warrington Bridge which may result from the exercise of the powers conferred by this Act.

41. In addition to the provisions of the Section of this Act whereof the marginal note is "For protection of Corporation and Traders of Warrington" the following provisions for the protection of Messieurs Joseph Crosfield and Sons Limited or other the owner or owners for the time being of their Works and premises situate at Warrington (in this Section called "the owners") shall be observed and have effect :—

For protection
of Messrs. Joseph
Crosfield and
Sons Limited.

(1) In the application of the provisions of sub-Section (9) of the hereinbefore mentioned Section of this Act to the owners' wharf (two hundred and forty feet in length) opposite to their warehouse the period of seven days shall be substituted for the period of two months referred to in the said sub-Section and all dredging at the said wharf in pursuance of that Section shall when commenced be carried on continuously so as to clear the said wharf as quickly as possible ;

(2) If on the thirteenth day of May One thousand nine hundred and four there is a right of access for cart traffic to the new land acquired or agreed to be acquired by the owners opposite to their existing Works at or near Bank Quay the Company shall during the construction of the river diversion (Work No. 5) by this Act authorised afford to the owners the best temporary access to the said land for such traffic as may be reasonably practicable and on the completion of the said work shall in perpetuity afford to the owners a right of access to the said land for such traffic either by means of a bridge across the said river diversion in such position as the Company may determine or (if the same can be arranged by the Company) from some public carriage-road across the dam (Work No. 6) by this Act authorised and such bridge or other means of access shall at all times be capable of bearing a load of ten tons.

Further provisions as to Work No. 7 for protection of Corporation of Warrington.

42. For the further protection of the Corporation of Warrington (in this Section called "the Corporation") the following provisions with reference to the construction and use of Work No. 7 shall have effect (that is to say):—

(1) The rising main or sewer (Work No. 7) shall be constructed under the supervision and to the reasonable satisfaction of the Corporation and in accordance with Plans and Sections to be previously submitted to and approved by them and shall be completed before Work No. 6 is commenced ; 5

(2) Until the Corporation shall divert the sewage of the Borough from the River so as to treat and purify the same the Company shall pay to the Corporation such sum as shall be reasonably expended by the Corporation upon the working cleansing maintaining and upholding the said rising main or sewer and all plant and machinery in connection therewith ; 15

(3) For the purposes of this Section the rising main or sewer aforesaid shall mean and include all Works in connection therewith for the purpose of lifting ejecting or discharging sewage from the sewers diverted into the said rising main or sewer ;

(4) The Company shall carry or continue the said rising main or sewer to a point to be agreed between the Company and the Corporation below Work No. 6 aforesaid and as approved by the Acting Conservator of the River Mersey ; 20

(5) Upon the completion to the satisfaction of the Corporation of the said Work No. 7 the same shall vest in the Corporation and the Corporation shall become and shall continue to be entitled to discharge the sewage therefrom into the tidal waters of the River Mersey ; 25

(6) If any difference shall arise between the Corporation and the Company as to the true intent and meaning of any of the provisions of this Section relating to the said main or sewer or as to anything to be done or not to be done thereunder such difference shall be determined by an Arbitrator to be appointed (unless otherwise agreed) on the application of either of the parties by the Board of Trade and the arbitration shall be subject in all respects to the provisions of "The Arbitration Act 1889." 30 35

43. (1) If at any time within four years from the raising of the low water level of the River Mersey by this Act authorised by reason or in consequence of the construction or user of the Works of the Company by this Act authorised or any of them or any operations of the Company by this Act authorised the drainage of the lands forming part of the estates of the Honourable Ellinor and the Honourable Elizabeth Wilson-Patten their successors in title or assigns (all of whom are in this Section referred to as "the owners") or the improvement of such drainage in connection with the development of such lands as building lands or the overflow or discharge or passage or escape of water therefrom shall be impeded or prejudicially affected the Company shall at their own expense at the request of the owners forthwith provide for the effectual drainage of such lands and for the overflow discharge passage and escape of such water to the reasonable satisfaction of the owners and if the Company shall make default in so doing they shall pay to 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 the manner hereinafter provided.

For protection of the Honourable Ellinor and the Honourable Elizabeth Wilson-Patten.

(2) If any difference shall at any time arise between the Company and the owners touching the construction of this Section or anything to be done thereunder or otherwise in relation thereto such difference shall unless otherwise agreed upon be referred to and determined by a single Arbitrator to be appointed in default of agreement by the Board of Trade.

44. The following provisions for the protection of John St. 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 (all of whom are included under the name of "John St. Vigor Fox" when used in this Section) shall apply unless otherwise agreed in writing between the said John St. Vigor Fox and the Company (that is to say):—

For protection of John St. Vigor Fox.

(1) Before completion of the Works authorised by this Act the Company shall close the present outfall of Hulme Gutter on the Statham estate of John St. Vigor Fox and construct a substituted drain to the reasonable satisfaction of John St. Vigor Fox or his agent so as to make drainage from the said estate as effective as

it was at the passing of the Act of 1885 provided that John St. Vigor Fox shall give to the Company a wayleave over his land so far as is necessary for carrying out the Works aforesaid subject to the Company paying to the tenants of such land compensation for any damage occasioned to them ;

5

(2) Nothing contained in this Act shall prejudice the rights and privileges of John St. Vigor Fox conferred upon him by Section 99 of the Act of 1885 the marginal note of which is "For the protection of John Vigor Fox";

(3) Any difference which may arise between John St. Vigor Fox and the Company under this Section shall in default of agreement be referred to an engineer to be agreed upon between them as Arbitrator or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either of them and the provisions of "The Arbitration Act 1889" shall apply to any such reference.

For protection
of Cheshire Lines
Committee.

45. For the protection of the Cheshire Lines Committee (hereinafter called "the Committee") the following provisions shall have effect unless otherwise agreed on in writing between the Company and the Committee (that is to say) :—

20

(1) In varying by dredging under the powers of this Act the level of the bottom of the Canal situate underneath or adjoining to or in the neighbourhood of both or either of the Partington and Irlam Viaducts belonging to the Committee the Company shall only deepen or interfere with those respective portions of the bottom of the Canal to the extent and in the manner specially provided in sub-Sections (2) and (3) of this Section ;

(2) The Company shall only deepen or interfere with the aforesaid portions of the bottom of the Canal to the following extent viz. :—

(a) By dredging to a depth not exceeding the level of two feet below Ordnance Datum (as shown on the deposited Sections) a channel sixty feet in width at the narrowest part thereof along the centre of the waterway under each of the said Viaducts in the position shown coloured red on the Plans of the said Viaducts signed in duplicate by the Right Honourable Baron Glascock the Chairman of the Committee of the House of Lords to whom the Bill for this Act was

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referred one copy whereof has been deposited in the Parliament Office House of Lords and the other copy in the Private Bill Office of the House of Commons (hereinafter in this Section referred to as "the signed Plans");

5 (b) By dredging an upward slope from each side of the said channels coloured red on the signed Plans along the full length thereof towards either side of the waterway at an inclination not flatter than 1 in $7\frac{1}{2}$ in the manner and in accordance with the particulars indicated on the Sectional drawings upon the
10 signed Plans;

(c) The bottom of the Canal lying between the aforesaid channel coloured red on the signed Plans and the sides of the waterway shall only be dredged or deepened by the Company for the purpose of forming the upward slope above referred to except so far as any levelling of the bottom of the Canal next
15 the piers or abutments and the retaining or water-walls in continuation of the same may be necessary for the purpose of carrying out the Works described in sub-Section (3) of this Section as shown on the signed Plans;

20 (3) The bottom of the Canal lying next to the said piers or abutments of each of the said viaducts and lying next to the retaining or water walls in continuation of the said piers or abutments (so far as such retaining or water walls are parallel with the centre of the waterway) shall for a distance of
25 twenty feet from such piers abutments and walls be protected by the Company by an apron consisting of concrete work metal piling or in such other manner as may be agreed on between the Chief Engineers of the Committee and of the Company respectively or as may be determined by an Arbitrator to be
30 appointed as hereinafter provided so as to make the bottom of the Canal for the said distance of twenty feet into a permanently solid protecting apron in front of such piers or abutments and retaining or water walls and to effectually prevent the
35 bottom of the Canal next the piers or abutments and retaining or water walls for the said distance from being dredged or deepened at any future time. Provided that so far as relates to the Partington Viaduct the Company shall not be called upon by the Committee to construct the concrete aprons or any other

protective Works of a like nature if it be agreed between the respective Engineers of the Company and the Committee that the bottom of the Canal adjoining the piers or abutments and retaining or water walls of the said viaduct is formed of rock of such character as to render the construction of such protective Works unnecessary ; 5

(4) The work provided for in sub-Section (3) of this Section shall be carried out to the reasonable satisfaction of the Chief Engineer of the Committee to whom plans drawings details and specifications of the same shall be previously sent for his approval. Such approval shall not be unreasonably withheld and signification of such approval or of the refusal thereof shall be given within one calendar month from the delivery of the said plans drawings details and specifications to the Chief Engineer of the Committee. The said work shall not be commenced until such approval has been given or until an Arbitrator has decided that the same ought to have been given. No dredging under the powers of this Act for the purpose of deepening the Canal as distinguished from dredging for the purpose of maintaining such deepening (hereinafter referred to as "original dredging") shall be commenced underneath either of the said viaducts or opposite to the said portion of the said retaining or water walls until the work provided for in sub-Section (3) of this Section has been completed to the reasonable satisfaction of the Chief Engineer of the Committee ; 25

(5) The Company shall for ever maintain in good order and repair to the reasonable satisfaction of the Committee the several Works specified in sub-Sections (2) and (3) of this Section ;

(6) The Company shall not use powder or any other explosive substance for the purpose of deepening the bottom of the Canal within a distance of three hundred yards on either side of the said Partington Viaduct or the said retaining or water walls in connection therewith or within a distance of five hundred yards on either side of the said Irlam Viaduct or the retaining or water walls in connection with that viaduct ; 35

(7) Notwithstanding any previous approval of Plans or Works by the Engineer of the Committee as aforesaid if by or in conse-

quence of the execution of the Works by this Act authorised any damage failure settlement or movement of any description takes place by or in the said viaducts or either of them or in any portion of the railway embankments adjoining or near to the same
5 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 the said viaducts or either of them or to the said portions of railway embankments or to the traffic thereon by reason of the execution or failure of any of the said
10 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 in respect of the execution of the Works by this Act authorised and the Company shall effectually indemnify and hold harmless the Committee from all claims and demands upon or against them by
15 reason of such execution or failure and of such act or omission ;

(8) The Company shall take all reasonable precautions in the execution maintenance user or repair of any of the said Works to prevent obstruction or interference with the free uninterrupted and safe user in the ordinary and usual manner and at the ordinary
20 and usual rate of speed of any railway siding or other railway work belonging to the Committee.

(9) The Company shall give to the Committee one calendar month's notice in writing of their intention to commence any original dredging operations authorised by this Act which are to
25 be executed within the limits specified in sub-Section (2) of this Section in the bed of the Canal under the said viaducts or either of them or alongside any of the said retaining or water walls adjoining the same. Such notice shall be accompanied by plans drawings details and specifications describing the intended operations and such operations shall not be commenced until the Chief
30 Engineer of the Committee shall have signified in writing his approval of the same or until an Arbitrator shall have decided that the same ought to have been given. Such approval shall not be unreasonably withheld and signification of such approval or of the refusal thereof shall be given within one calendar
35 month after the delivery of the said plans drawings details and specifications. After completion of the original dredging operations prescribed in sub-Section (2) of this Section the Company shall in the future give to the Committee reasonable

notice (of not less than twenty-four hours) in writing before any dredging for the purpose of maintaining the channel mentioned in sub-Section (2) is commenced. During the period of the original dredging operations authorised by this Act to be carried out within the limits prescribed by sub-Section (2) of this Section and during the construction of any Works provided for by this Section the Committee shall be at liberty to appoint a sufficient number of Inspectors Watchmen Divers and Signalmen for superintending and watching the said operations in the bed of the Canal the reasonable cost of such Inspectors Watchmen Divers or Signalmen to be recouped to the Committee by the Company ;

(10) If any difference shall arise between the Company and the Committee as to the reasonableness of the requirements of the Committee or of their Engineer under this Section or as to the execution of any Works or operations thereunder or as to any other matter arising under this Section the same shall be settled by arbitration by an Engineer to be appointed by the Company and the Committee as Arbitrator or if they cannot agree then by an Engineer 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 Act 1889" shall apply to any such reference ;

(11) The Company and the Committee may agree in writing for any variation or alteration in the Works or operations in this Section provided for or in the manner in which the same shall be executed.

For protection
of the London
and North
Western Railway
Company.

46. The following provisions for the protection of the London and North Western Railway Company (in this Section referred to as the "North Western Company") shall apply and have effect :—

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(1) If by reason or in consequence of the raising of the water in the Manchester Ship Canal or of the River Mersey by this Act authorised the North Western Company shall be put to any additional cost beyond that now incurred in maintaining painting or repairing any of their bridges over the said Canal or river the same shall be borne by the Company the amount of such additional cost to be settled failing agreement by arbitration as hereinafter provided ;

35

5 (2) If at any time hereafter the North Western Company shall elect to widen the Acton Grange Viaduct carrying their Grand Junction Railway over the Canal and for that purpose it shall become necessary to raise the abutments which have been constructed for such future widening any additional cost which may be incurred by reason of the water in the Canal being raised under the powers of this Act shall be borne by the Company;

10 (3) If by reason or in consequence of the raising of the low water level of the River Weaver by this Act authorised the culvert from the North Western Company's Frodsham branch which discharges into the River Weaver shall be obstructed or rendered less efficient than at present for the passage of flood
15 waters or the overflow or discharge of water from the lands adjoining the said culvert and if the passage or escape of such flood waters or the overflow or discharge of water from such lands shall be obstructed or prejudicially affected the Company shall when called upon to do so by the North Western Company carry out at their own expense such remedial Works as may be agreed
20 upon between the respective Engineers of the North Western Company and the Company or in the alternative the Company shall pay to the North Western Company compensation for any damage or injury sustained by them in consequence of any interference with such culvert and shall effectually indemnify and hold
25 harmless the North Western Company from all claims and demands upon or against them by reason of such interference as aforesaid;

30 (4) The Company shall so far as the rising main or sewer (Work No. 7) authorised by this Act passes over or affects the Railway lands or property of the North Western Company construct the same so as to leave undisturbed at all times the lines of Railway and other Works connected therewith of the North Western Company and so as in no way to obstruct impede or
35 interfere with the free and uninterrupted and safe use of the said Railway of the North Western Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the North Western Company compensation in respect thereof and the Company shall so construct the said Work No. 7 as not in any way to impede or

interfere with the construction of a wharf or landing-place on the land belonging to the North Western Company numbered 45 on the deposited Plans in the Borough of Warrington or with the user thereof as a wharf or landing-place;

(5) Notwithstanding anything in this Act contained or shown 5
on the deposited Plans and Sections the Company shall not
without the previous consent of the North Western Company
under their Common Seal purchase any lands or property of that
Company but the Company may acquire and the North Western
Company shall grant an easement or right of using so much of 10
their lands or property as may be necessary for the construction of
Work No. 7 in accordance with the provisions of this Section and
the Company shall not without the like consent in constructing
the said Work No. 7 where the same will be on or under the
lands or property of the North Western Company deviate upwards 15
from the levels thereof as shown on the deposited Sections;

(6) If any difference shall arise between the respective engineers
of the Company and the North Western Company upon any of
the matters hereinbefore provided for the same shall be referred
to and determined by an Engineer to be mutually nominated as 20
Arbitrator by such respective Engineers or failing agreement by
an Engineer to be appointed by the President of the Institution
of Civil Engineers on the application of the Company or of the
North Western Company and the provisions of "The Arbitration
"Act 1889" shall apply to any such reference; 25

(7) The Company and the North Western Company may agree
upon any variation or alteration in the Works in this Section
provided for or in the manner in which the same shall be
executed.

For protection
of the London
and North
Western and
Great Western
Railway
Companies.

47. The following provisions for the protection of the 30
London and North Western and Great Western Railway Companies
(in this Section referred to as "the Railway Companies") shall apply
and have effect:—

(1) If by reason or in consequence of the raising of the water in
the Manchester Ship Canal or of the River Weaver by this Act 35
authorised the Railway Companies shall be put to any additional

cost beyond that now incurred in maintaining painting or repairing any of their bridges over the said Canal or river the same shall be borne by the Company the amount of such additional cost to be settled failing agreement by arbitration as hereinafter provided ;

5 (2) If by reason or in consequence of the raising of the water in
the Canal or the River Weaver by this Act authorised the drainage
of the Railways or property of the Railway Companies into
Holpool Gutter shall be prejudicially affected the Company shall
at their own expense restore and make good or renew such drainage
10 in as effectual a manner as heretofore and the Company shall pay
to the Railway Companies compensation for any damage or injury
sustained by them in consequence of any interference with such
drainage and shall effectually indemnify and hold harmless the
Railway Companies from all claims and demands upon or against
15 them by reason of such interference as aforesaid ;

 (3) Before raising the water level of the Canal or retarding
the ebb of the tide under the powers of this Act the Company
shall at their own expense completely construct and for ever
afterwards maintain in good order repair and condition and free
20 from obstruction in or upon the lands of the Company at
Holpool Gutter a syphon of such construction and dimensions
as to take and effectually convey under the Canal and discharge
into the estuary of the River Mersey all the water coming from
such lands and all the water coming down or which may under
25 this Act be diverted into the Holpool Gutter. All Works
mentioned in this sub-Section shall be constructed and maintained
by the Company in a proper workmanlike and efficient manner ;

 (4) If any difference shall arise between the respective Engineers
of the Company and the Railway Companies upon any of the
30 matters hereinbefore provided for the same shall be referred to
and determined by an Engineer to be mutually nominated by such
respective Engineers as Arbitrator or failing agreement by an
Engineer to be appointed by the President of the Institution of
Civil Engineers and the provisions of "The Arbitration Act 1889"
35 shall apply to any such reference ;

 (5) The Company and the Railway Companies may agree upon
any variation or alteration in the Works in this Section provided
for or in the manner in which the same shall be executed.

Power to
apply funds to
purposes of Act.

48. The Company may apply to the purposes of this Act to which Capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise and which they do not require for the purposes for which such moneys were authorised to be raised or which they may be empowered 5 by any Act passed in the present Session of Parliament to raise and the purposes of this Act shall be deemed to be "authorised purposes" within the meaning of "The Manchester Ship Canal (Additional Capital) Act 1893."

Saving rights
of the Crown.

49. Nothing herein contained shall authorise the Company 10 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 land hereditaments subjects or rights of whatsoever description belonging to the King's Most Excellent Majesty in right of His Crown and under the management of the Commissioners of Woods or 15 of the Board of Trade respectively without the consent in writing of the Commissioners of Woods or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose (which consent such Commissioners and such Board are hereby respectively authorised to give) neither shall anything herein 20 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 King's Majesty.

Saving rights
of the Duchy of
Lancaster.

50. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner 25 interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to His Majesty in right of his Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said Duchy first had and obtained 30 (which consent the said Chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by His Majesty His Heirs or Successors in right of his said Duchy.

Provision for
Merchant
Shipping Act
and general
Acts.

51. Nothing in this Act contained shall exempt the Canal or 35 Docks or the Company from the provisions of "The Merchant Shipping Act 1894" 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 authorised to be charged by
5 the Company.

52. All the 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

THE MANCHESTER SHIP
CANAL ACT 1904.

A N A C T

To authorise the MANCHESTER SHIP
CANAL COMPANY to vary the levels
of and depth of Water in their
Canal and to construct new Works;
and to alter certain provisions of
"The Manchester Ship Canal Act
"1885" and "The Manchester Ship
"Canal Act 1896"; and for other
purposes.

[ROYAL ASSENT, 15th AUGUST, 1904.]

4 EDWARD VII.—SESSION 1904.

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