

ZC 197

56 & 57 VICT.—SESSION 1893.

THE MANCHESTER SHIP CANAL (SURPLUS LANDS) ACT 1893.

Arrangement of Sections.

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AN

ACT

To enable the Manchester Ship Canal Company to sell and otherwise deal with Surplus Lands; and for other purposes.

[ROYAL ASSENT 29TH JUNE 1893.]

WHEREAS the Manchester Ship Canal Company (in this Preamble. Act called "the Company") under the powers of the following Acts (that is to say):—

5 "The Manchester Ship Canal Act 1885" (in this Act called "the Act of 1885");

"The Manchester Ship Canal (Additional Lands) Act 1888";

"The Manchester Ship Canal (Alteration of Works) Act 1888";

10 "The Manchester Ship Canal (Tidal Openings &c.) Act 1890";

2 *The Manchester Ship Canal (Surplus Lands) Act 1893.*

“The Manchester Ship Canal (Various Powers) Act 1890”; and

“The Manchester Ship Canal Act 1893”;

have from time to time for the purposes of or in connection with the construction of their Canal from Eastham to Manchester and the Docks connected therewith at Manchester Salford and Warrington 5 and otherwise for the purposes of their Undertaking acquired various lands in the Counties of Lancaster and Chester as to some of such lands under the compulsory powers by the said Acts or some or one of them conferred upon the Company as to others of them by agreement with the owners lessees and occupiers 10 thereof and as to others in pursuance of the express provisions in that behalf contained in the said Acts or some or one of them and as to others by the requisition of the owners thereof under special provisions contained in the said Acts or some or one of them.

And whereas with respect to lands taken compulsorily under 15 the powers of the Act of 1885 it was by that Act provided to the following effect (that is to say) :

Section 59. That the Company might grant (but without fine) leases of any of such lands which might not be required for the purposes of the Canal or its incidental works or for the 20 other purposes of the Company or to enable them to comply with the provisions of that Act for any terms not exceeding ninety-nine years for the construction or erection thereon of Docks basins lay-byes shipyards wharves landing-places warehouses sheds and other buildings and conveniences calculated to 25 promote or facilitate the business of the Company.

Section 60. That as to such of the said lands as the Company might by such resolution as therein mentioned declare might be required for the purposes of the Company or to enable them to comply with the provisions of that Act they might let or lease the 30 same for any of the purposes specified in the said Section 59 Provided they reserved such right to re-enter as therein mentioned.

Section 61. That notwithstanding anything in the Lands Clauses Acts to the contrary the Company should not be bound to sell or dispose of any lands let or leased under the provisions 35 of the said Sections or the reversion thereof.

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And whereas the provisions of those Sections were extended to lands taken compulsorily under the provisions of "The Manchester Ship Canal (Alteration of Works) Act of 1888" and "The Manchester Ship Canal (Various Powers) Act 1890."

5 And whereas under the provisions of certain Sections of the Act of 1885 and of "The Manchester Ship Canal (Additional Lands) Act 1888" and of "The Manchester Ship Canal Act 1893" certain of the lands acquired thereunder are subject to special rights of pre-emption in favour of the landowners in those Sections
10 mentioned.

And whereas doubts have been entertained whether the provisions of Sections 59 to 61 of the Act of 1885 are applicable to any lands acquired by the Company other than lands taken under the compulsory powers by the Act of 1885 or "The
15 Manchester Ship Canal (Alteration of Works) Act 1888" or "The Manchester Ship Canal (Various Powers) Act 1890" or "The Manchester Ship Canal Act 1893" conferred upon the Company.

And whereas under the powers of the Act of 1885 the Com-
20 pany acquired as part of their Undertaking the Undertakings known as the Mersey and Irwell Navigation and the Bridgewater Canals and the Runcorn and Weston Canal together with various lands and buildings which form part of those Undertakings.

And whereas parts of the lands acquired by the Company will
25 not be required for the purposes of their Undertaking or for the fulfilment of their Statutory obligations and it is expedient that the provisions of Sections 59 to 61 of the Act of 1885 should be extended as hereinafter provided and that the powers hereinafter contained should be conferred on the Company to sell and dispose
30 of any such lands as from time to time shall not be so required subject as hereinafter mentioned.

And whereas under the powers of the Manchester Ship Canal Act 1891 (in this Act called the Act of 1891) the Mayor Aldermen and Citizens of the City of Manchester (in this Act called the

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Corporation) have lent to the Company on the security of Mortgage
 Debentures issued by the Company under the powers of that Act
 and therein and in this Act referred to as New Debentures the
 sum of three million pounds And it is by Section 26 of the
 Act of 1891 provided that so long as any new Debentures shall be 5
 in the hands of the Corporation the Company shall if and so far as
 the Corporation so require apply to the redemption of such new
 Debentures in the hands of the Corporation any capital sums in the
 possession of the Company not then required for the purposes of
 their Undertaking. 10

And whereas the Company have entered into an agreement
 with the Manchester Race-course Company Limited dated the
 seventh day of March One thousand eight hundred and ninety-
 three by way of settlement of certain disputes and differences
 subsisting between the said Companies and it is expedient that 15
 such agreement should be confirmed.

And whereas the objects aforesaid cannot be attained without
 the authority of Parliament.

MAY IT THEREFORE PLEASE YOUR MAJESTY

That it may be Enacted and Be it Enacted by the Queen's Most 20
 Excellent Majesty by and with the advice and consent of the Lords
 Spiritual and Temporal and Commons in this present Parliament
 assembled and by the authority of the same as follows (that is to
 say) :—

Short title.

1.—This Act may be cited as “The Manchester Ship Canal 25
 “(Surplus Lands) Act 1893.”

See S. 5 : 50

Interpretation.

2.—In this Act—

“The recited Acts” means the Acts recited in the Preamble
 of this Act ;

“Lands” extends to messuages houses buildings lands 30
 tenements and hereditaments of any tenure ;

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"Building" includes any erection or building of every description ;

5 "Surplus lands" means any lands which have been or hereafter may be from time to time acquired by any means whatsoever by the Company and which may not be required for the purposes of their Undertaking or to enable them to comply with the provisions of the recited Acts or any of them.

3.—Sections 59, 60 and 61 of the Act of 1885 shall extend and apply and be deemed at all times since the passing of that Act to have extended and applied to all lands of the Company whether acquired under the compulsory powers by the recited Acts or any of them conferred upon the Company or otherwise howsoever.

Extension of certain sections of the Act of 1885.

4.—The Company shall not be bound to sell or dispose of any of their surplus lands within the period mentioned or referred to in Section 127 of "The Lands Clauses Consolidation Act 1845" and notwithstanding anything in that Act contained the Company may if and when they think fit sell or exchange and convey any of their surplus lands to such persons as the Company think fit in consideration either wholly or partially of a gross sum or of an annual rent-charge to be charged upon and issuing out of the lands sold or given in exchange by the Company.

As to sale of surplus lands.

5.—Every conveyance in exercise of the power by the preceding Section conferred shall contain a covenant by the Grantee or Grantees thereunder for the payment of any rent-charge thereby reserved or made payable and such other covenants by the Grantee or Grantees or conditions as the Company think necessary or expedient for securing the due payment of any such rent-charge and also a clause in the nature of a condition of re-entry for non-payment of such rent-charge (if any) for any period to be therein specified not exceeding twelve months after it becomes due and a counterpart or duplicate of every conveyance by which a rent-charge shall be reserved or made payable shall be executed by the Grantee or Grantees and delivered to the Company.

Contents of conveyances.

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Company may sell
rent-charges and
reversions.

*Proviso repealed
by Act 8 of 1911
Sec. 26 (2).*

How sales and leases
may be made.

See S. 3(4) 97

S. 7(4) 25

See Act 1897 s. 3(4)

" - 1925 s. 7(4)

6.—The Company as and when they deem it expedient may sell and dispose of any rent-charge reserved or made payable by a conveyance under the powers of this Act and the reversion of any lands let or leased under the powers of any of the recited Acts or this Act ~~Provided that every such rent-charge shall be sold~~ 5 by the Company within a period not exceeding twenty years from the date of the creation thereof. *Repealed Act 1 of 1911 S. 26 (2)*

7.—Any sale or lease under the powers of any of the recited Acts or this Act may be made by public auction public tender or private contract and with or without special conditions and 10 stipulations as to evidence or commencement of title and with or subject to any such liberties privileges easements exceptions reservations restrictions stipulations or conditions as the Company shall think expedient and in particular and notwithstanding anything in Section 62 of the Act of 1885 contained subject 15 to such stipulations as the Company shall think expedient prohibiting the construction of any wharf or the user of any wharf now or hereafter to be constructed whether by the Company or any other person or persons or Corporation or in relation to the payment of or exemption from tolls dues 20 and wharfage and other rates chargeable by or payable to the Company in respect of the user of any such wharf and the Company may fix reserved biddings and prices buy in at auctions and alter or rescind on terms or gratuitously any contract or agreement for sale or lease whether made prior to or 25 after the passing of this Act and re-sell and on making any conveyance or lease in pursuance of any such agreement or contract may alter any terms or conditions thereof and the amount and nature of the consideration or rent therefor and may apportion such consideration or rent in any manner or proportion between 30 different parts of the lands agreed to be sold or leased and make separate conveyances or leases of such different parts of the said lands.

Any conveyance assurance or lease to be hereafter executed by the Company in pursuance of any agreement hereto- 35 fore entered into shall be valid and free from objection provided the same shall be such a conveyance or lease as might be made under and shall be in conformity with the provisions of this Act

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notwithstanding that the Company may not at the date of the agreement in pursuance of which the same shall be made have had power to enter into the same. Provided also that a counterpart or duplicate of every such conveyance by which a rent-charge shall be reserved or made payable and of every such lease shall be executed by the Grantee or Grantees or lessee or lessees thereunder and delivered to the Company.

8.—The receipt of the Company for any purchase moneys rents or profits or other moneys payable to the Company by virtue of this Act shall effectually discharge the person paying the same therefrom and from being bound to see to the application or being answerable for the loss mis-application or non-application thereof.

Receipts of Company to be effectual discharges.

9.—All purchase moneys received by the Company in respect of the sale of surplus lands or the sale of any rent-charges to be reserved or made payable under the powers of this Act and all such rent-charges and sums of money received by the Company from time to time in respect thereof shall if not required for the purposes of the Undertaking and the Corporation so require be applied in the first instance to the redemption of the new Debentures in the hands of the Corporation and subject to any such requirement and so far as such requirement shall not extend shall be applied in paying off the moneys borrowed by the Company on mortgage or redeeming any Debentures or Debenture Stock now or hereafter to be issued by the Company in order of their priority.

Application of moneys to be received by Company under Act.

Repealed
(F) Act 1904
S. 14

10.—The said Agreement dated the seventh day of March One thousand eight hundred and ninety-three and made between the Manchester Race-course Company Limited of the one part and the Company of the other part and set forth in the Schedule to this Act is hereby confirmed and declared to be valid and binding upon the parties thereto. A copy of the Claim of the Race-course Company and of the Plans No. 1 and No. 2 respectively referred to in the said Agreement and signed by the Right Honourable John William Mellor the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred have been deposited in the Private Bill Office of the House of Commons.

Confirmation of Agreement with Manchester Race-course Company Limited.

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Saving certain rights
under the Recited
Acts and under
certain Agreements.

11.—Nothing contained in or to be done under the powers of this Act shall be construed or operate to alter diminish prejudice or affect any provision contained in the recited Acts or any of them or any other Acts relating to the Company or any Agreement heretofore or hereafter to be entered into by the Company which confers any right of pre-emption of any surplus lands of the Company on any person named or referred to in such provision or Agreement or which requires the re-sale or re-conveyance of any such surplus lands to any such person or which gives to any such person any right of wharfage. 10

Expenses of Act.

12.—The costs charges and expenses preliminary to and of and incidental to the preparing applying for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

[THE SCHEDULE.]

THE SCHEDULE

REFERRED TO IN THE FOREGOING ACT.

AN AGREEMENT made the seventh day of March One thousand eight hundred and ninety-three BETWEEN THE MANCHESTER RACE-COURSE COMPANY LIMITED (hereinafter called "the Racecourse Company" which expression shall include their successors and assigns where the context so requires or admits) of the one part and THE MANCHESTER SHIP CANAL COMPANY (hereinafter called "the Canal Company" which expression shall include their successors and assigns where the context so requires or admits) of the other part IN ORDER to settle and determine certain disputes and differences subsisting between the Race-course Company and the Canal Company IT IS HEREBY AGREED as follows:—

1.—The Race-course Company hereby absolutely withdraw and release their claim (a copy of which is hereunto annexed) dated the thirteenth day of July One thousand eight hundred and eighty-nine made by them against the Canal Company.

2.—The Race-course Company shall whenever required by the Canal Company confirm the Conveyance to the Canal Company of the two plots of land in Salford containing respectively three acres and six perches and one acre three roods and sixteen perches delimited and coloured red on the plan No. 1 herenunto annexed and which were expressed to be conveyed to the Canal Company by an Indenture dated the sixteenth day of June One thousand eight hundred and eighty-eight and made between Samuel William Clowes of the first part the Right Honourable Henry Anson Cavendish Baron Waterpark of the second part and the Canal Company of the third part.

3.—If and whenever the lands and hereditaments belonging to the Race-course Company and now used as a Race-course shall cease to be used as a Race-course or should the aforesaid lands and hereditaments be at any time proposed to be used for dock purposes then and in either of such cases the Race-course Company shall give to the Canal Company the first refusal of the aforesaid lands and hereditaments en bloc.

4.—The Race-course Company shall at the expense of the Canal Company convey to the Canal Company the fee simple in possession free from incum-

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branches of and in the two plots of land in Salford aforesaid respectively containing three hundred and seventy and two hundred and eighteen superficial square yards delimited and coloured red on the plan No. 2 hereunto annexed inclusive of all mines and minerals under the said plots of land. No claim shall be made by the Race-course Company in respect of any damage which they may sustain by reason of the severing of the said plots of land from their other property and they shall in the conveyance to the Canal Company release their right of pre-emption in the event of the said plots of land becoming superfluous land.

5.—SUBJECT to the provisions of Clause 6 hereof the Canal Company hereby admit that the Race-course Company are in respect of the said lands and hereditaments now used by them as a Race-course owners of land abutting upon the Ship Canal as now being constructed and as such owners entitled to the privileges defined in Section 62 of the Manchester Ship Canal Act 1885 so far as is requisite whenever it is determined to make docks upon the aforesaid lands and hereditaments to give to the Race-course Company water access as hereinafter mentioned into such docks from the said Ship Canal for any ships navigating the Canal to such docks and free of wharfage rates. The Canal Company will whether the aforesaid water access is made or not give to the Race-course Company access by rail and road with suitable junctions to form connections with the Canal Company's railways and roads adjoining the aforesaid lands and hereditaments. The aforesaid means of access whether by water, rail, or road shall be effected at the cost in all respects of the Race-course Company and any question as to the works necessary for effecting and maintaining such access or the mode of executing such works or as to the point or points at which any such access as aforesaid is to be made shall in default of agreement between the Engineers appointed by the Canal Company and the Race-course Company be determined by the President for the time being of the Institute of Civil Engineers or by some person appointed for that purpose by him.

6.—The Race-course Company shall not be entitled to any such access as aforesaid unless and until they shall have entered into a Deed of Covenant with the Canal Company to the effect that in case the said lands and hereditaments belonging to the Race-course Company are not purchased by the Canal Company the Race-course Company will not carry or permit to be carried either by themselves or by any purchaser lessee or tenant any goods or merchandise from the said lands and hereditaments to any place or places whatsoever at a less rate than shall from time to time be charged by the Canal Company for the conveyance of similar goods or merchandise from their Manchester or Salford docks to the same place or places.

7.—The Canal Company shall at their own expense erect and maintain a retaining wall along the green line shown upon the said plan No. 1 from the point marked A to the point marked C.

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8.—The Canal Company shall at their own expense erect and maintain a close boarded screen of the height of ten feet six inches above the quay level from the point marked A to the point marked B on the said plan No. 1.

9.—The Canal Company shall at the joint expense of themselves and the Race-course Company erect and maintain a close boarded screen of the height of ten feet six inches above the quay level from the point marked B to the point marked C on the plan No. 1.

10.—The Race-course Company and the Canal Company shall respectively execute such deeds as may be required by the other of them for the purpose of giving effect to these presents and the form of any such deed shall in case of dispute be settled by the Senior Conveyancing Counsel for the time being of the Chancery Division of Her Majesty's High Court of Justice.

11.—The Race-course Company and the Canal Company shall each bear and pay their own costs of and incidental to the Arbitration proceedings under or in reference to the aforesaid claim made by the Race-course Company and except as hereinbefore mentioned of and incidental to this agreement and any deeds which may be required for carrying out the same and shall each pay one half of the Umpire's charges of and incident to the aforesaid Arbitration proceedings.

IN WITNESS whereof the Race-course Company and the Canal Company have caused their respective Common Seals to be hereunto affixed the day and year first above written.

The Common Seal of the Manchester Ship Canal Company was hereunto affixed in the presence of



S. R. PLATT
W. J. CROSSLEY } *Directors*
A. H. WHITWORTH *Secretary*

The Common Seal of the Manchester Race-course Company was hereunto affixed in the presence of



JOHN HINCHLIFFE
JOHN EDWARD DAVIES } *Directors*
MARK PRICE *Secretary*

THE MANCHESTER SHIP CANAL
(SURPLUS LANDS) ACT 1893

AN

ACT

To enable the Manchester Ship Canal
Company to sell and otherwise
deal with Surplus Lands; and for
other purposes.

[ROYAL ASSENT 29TH JUNE 1893.]

56 & 57 VICT.—SESSION 1893.

GRUNDY, KERSHAW, SAXON & SAMSON,
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