

Liverpool Overhead Railway Act, 1956

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CHAPTER lxxxii

An Act to provide for the closing of the Liverpool overhead railway and for the winding up and dissolution of the Liverpool Overhead Railway Company to confirm an agreement between the Company and the Mersey Docks and Harbour Board and for other purposes. [2nd August 1956.]

WHEREAS—

(1) Under or by virtue of the Liverpool Overhead Railway Company Act 1888 and other Acts the Liverpool Overhead Railway Company (hereinafter called "the Company") has constructed and is working by electric traction an overhead railway which for the greater portion of its length is situate on the Liverpool Estate of the Mersey Docks and Harbour Board (hereinafter called "the board"):

(2) The Company holds and works its undertaking under an agreement for a lease from the board and subject to the terms and conditions set forth in the agreements scheduled to and confirmed by the Liverpool Overhead Railway Company Act 1888 the Mersey Docks and Harbour Board Act 1889 and the Liverpool Overhead Railway Act 1911 and under and subject to other agreements and enactments contained in or authorised by the Acts relating to the Company or its undertaking:

(3) The issued capital of the Company consists of twelve thousand five pounds per centum preference shares of ten pounds each three thousand eight hundred and sixty-two five pounds per centum preference shares (1900 issue) of ten pounds each and fifty thousand ordinary shares of ten pounds each:

(4) The Company was empowered by the Liverpool Overhead Railway Act 1911 subject to the provisions of the agreement between the Company and the board scheduled to that Act to borrow any sum not exceeding in the whole two hundred and twenty-six thousand five hundred pounds by the creation and issue of debenture stock and in exercise of those powers the Company created and issued debenture stock to the amount of one hundred and sixty-eight thousand pounds:

(5) The said debenture stock was redeemable with the consent of the board on the Company giving not less than six calendar months' previous notice in writing to the holders of the said stock expiring on the first day of January or the first day of July in any year and the Company with the consent of the board redeemed the said debenture stock on the first day of July nineteen hundred and fifty-six:

(6) Much of the structure of the undertaking of the Company requires renewal or repair but the cost thereof would be beyond the resources of the Company:

(7) It is expedient to provide for the closing of the said railway and for the winding up and dissolution of the Company and to confirm the agreement between the board and the Company which is set forth in the First Schedule to this Act:

(8) It is expedient to make such other provisions as in this Act contained:

(9) The purposes of this Act cannot be effected 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 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 Liverpool Overhead Railway Act 1956.

Interpretation.

2.—(1) In this Act unless the subject or context otherwise requires the following expressions have the meanings hereby assigned to them:—

“ the Act of 1948 ” means the Companies Act 1948 ;

“ the appointed day ” means the thirtieth day of September nineteen hundred and fifty-seven ;

“ the board ” means the Mersey Docks and Harbour Board ;

“ the Bootle Corporation ” means the mayor aldermen and burgesses of the county borough of Bootle ;

“ the Company ” means the Liverpool Overhead Railway Company ;

“ the Crosby Corporation ” means the mayor aldermen and burgesses of the borough of Crosby ;

“ the joint board ” means the Rimrose Brook Joint Sewerage Board ;

“ the Liverpool Corporation ” means the lord mayor aldermen and citizens of the city of Liverpool ;

“ the Minister ” means the Minister of Transport and Civil Aviation ;

“ the relevant date ” means the twenty-ninth day of December nineteen hundred and fifty-six or (if the Company operates railway services for the use of the public until the thirtieth day of June nineteen hundred and fifty-seven) the twenty-ninth day of June nineteen hundred and fifty-seven ;

“ the scheduled agreement ” means the agreement dated the sixteenth day of November nineteen hundred and fifty-five made between the board of the one part and the Company of the other part and set forth in the First Schedule to this Act and (except for the purpose of subsection (1) of section 7 (Confirmation of scheduled agreement) of this Act) includes that agreement as for the time being modified under the said subsection (1) ;

“ the tunnel ” means the tunnel constructed by the Company at Dingle Toxteth Park in the city of Liverpool in pursuance of its powers under the Liverpool Overhead Railway Act 1892 ;

“ the undertaking ” means the railway of the Company and includes the railway stations and all works and conveniences connected with the said railway.

(2) Except where the context otherwise requires any reference in this Act to any enactment shall be construed as a reference to that enactment as applied extended amended or varied by or by virtue of any subsequent enactment including this Act.

3.—(1) As from the commencement of the appointed day the Company shall cease to operate railway services for the use of the public. Cessation of services.

(2) During the period of four weeks ending on the relevant date the Company shall—

(a) publish once in each of such weeks in one or more local newspapers circulating in the city of Liverpool notice of the impending discontinuance of its railway services ;
and

(b) exhibit a copy of such notice continuously and prominently at or near each entrance to each of the Company's railway stations.

Winding up
of Company.

4.—(1) As from the appointed day the provisions of the Act of 1948 shall (subject as hereinafter mentioned) apply to the Company and in relation to its affairs as though it were a company within the meaning of that Act which had on the appointed day resolved by special resolution that it should be wound up voluntarily in accordance with the provisions of section 278 of that Act. Provided that section 143 of that Act shall not apply.

(2) The Company shall within fourteen days after the appointed day give notice by advertisement in the London Gazette of the provisions of subsection (1) of this section as to the voluntary winding up of the Company and the publication of the said advertisement shall be deemed to be compliance with the requirements of section 279 of the Act of 1948.

(3) It shall not be necessary for the directors of the Company to make any such declaration as is referred to in section 283 of the Act of 1948 but subject to the provisions of this Act the Company shall be wound up under and in accordance with the provisions of the Act of 1948 applicable to a members' voluntary winding up.

(4) The provisions of section 287 of the Act of 1948 shall not apply.

(5) Section 288 of the Act of 1948 shall apply as if for the reference to the period therein mentioned there were substituted a reference to a period of twelve months from the completion of the demolition of the undertaking and removal of materials under paragraph (a) of subsection (1) of section 5 (Power to demolish undertaking) of this Act.

Power to
demolish
undertaking.

5.—(1) (a) As soon as reasonably may be after the appointed day the Company shall subject to the provisions of this Act and of the scheduled agreement and notwithstanding anything contained in any previous enactment take such steps as it may find necessary for demolishing the undertaking and for removing the materials thereof other than—

- (i) the tunnel;
- (ii) Dingle Station;
- (iii) so much of the undertaking as will be comprised in the new lease referred to in clause 10 of the scheduled agreement;
- (iv) the Stanley Bridge referred to in clause 9 of the scheduled agreement;

- (v) the items referred to in clause 7 of the scheduled agreement ;
- (vi) any other part of the undertaking erected on land belonging to the board the retention of which is approved by the board and (if such land is adjacent to a highway but not otherwise) by the highway authority ; and
- (vii) any other part of the undertaking erected on or adjacent to any highway but not on land belonging to the board the retention of which is approved by the highway authority ;

and thereafter the demolition and removal of materials shall be carried out with all reasonable dispatch :

Provided that any approval required under the provisions of this subsection may be given subject to terms and conditions but in the case of approval by a highway authority such approval shall not be unreasonably withheld nor shall it be given subject to unreasonable terms and conditions and any question which may arise between the Company and a highway authority as to whether or not such approval has been unreasonably withheld or as to whether any terms or conditions attached to any approval are or are not unreasonable shall be referred to and determined by an arbitrator.

(b) For the purposes of demolishing and removing the undertaking the Company may after giving not less than seven days' notice to the highway authority break up and for any reasonable time interfere with any highway that may be affected and divert the traffic therefrom and prevent persons using it :

Provided that the Company shall not exercise the powers of this section so as to deprive foot-passengers bona fide going to or from any building or land abutting on the highway of reasonable access to the building or land or so as to unreasonably obstruct or interfere with the access to any apparatus of statutory undertakers.

(2) Notwithstanding anything contained in any enactment relating to the undertaking the Company shall cease to be under any obligation to maintain the undertaking when the Company commences to exercise the powers of subsection (1) of this section :

Provided that the Company shall during the continuance of the works of demolition maintain any undemolished part of the undertaking in such a condition as will not endanger any person or property.

(3) If the exercise of the powers of subsection (1) of this section shall involve any interference with the highways or

property of any highway authority or with the apparatus or property of any statutory undertakers the powers shall be exercised in such manner and subject to such conditions as may be agreed between the highway authority and the Company or between the statutory undertakers and the Company (as the case may be) or in the absence of agreement as may be determined by an arbitrator.

(4) In this section the expression—

“highway” includes a highway over any bridge and any road lane footway square court alley or passage whether a thoroughfare or not; and

“statutory undertakers” means any authority company body or person authorised by Act of Parliament or order having the force of an Act of Parliament to supply electricity and includes the Liverpool Hydraulic Power Company.

(5) (a) Subsection (3) of this section shall not apply to the Liverpool Corporation the Bootle Corporation or the Crosby Corporation either as highway authorities or as statutory undertakers.

(b) Any notice given by the Company to any of the said corporations respectively under paragraph (2) of section 13 (For protection of the Liverpool Corporation) or under paragraph (2) of section 14 (For protection of the Bootle Corporation) or under paragraph (2) of section 15 (For protection of the Crosby Corporation) (as the case may be) of this Act shall be deemed also to have been given under paragraph (b) of subsection (1) of this section.

For
protection of
Postmaster-
General.

6.—(1) At any time within a period of three months from the appointed day the Postmaster-General may remove from the undertaking any telegraphic line belonging to him which is affixed to the undertaking and the Company shall pay to the Postmaster-General the expense incurred by him of and incidental to the removal of such telegraphic line and any telegraphic line connected therewith which is rendered useless in consequence of the removal thereof and the substitution of a telegraphic line in such other place as the Postmaster-General may require.

(2) Nothing in the foregoing provisions of this section shall prejudice or affect the application of paragraphs (1) to (8) of section 7 of the Telegraph Act 1878 with respect to any alteration in any telegraphic line of the Postmaster-General other than a telegraphic line so affixed as aforesaid.

(3) Nothing in section 5 (Power to demolish undertaking) of this Act shall prejudice or affect the right of the Postmaster-General to maintain inspect repair or remove any telegraphic

line belonging to or used by the Postmaster-General which before the interference with any highway or part of a highway under the powers conferred by that section was in use upon or along over or across such highway or part of a highway or to enter upon or break open any highway or part of a highway which shall have been so interfered with for the purpose of such maintenance inspection repair or removal.

(4) In this section the expressions "alteration" and "telegraphic line" bear the same meanings as in the Telegraph Act 1878.

7.—(1) The scheduled agreement is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications (if any) as may from time to time be agreed between the parties:

Confirmation
of scheduled
agreement.

Provided that in the parcels to the conveyance and surrender set forth in Part I of the schedule to the scheduled agreement for the words "edged blue yellow and green" there shall be substituted the words "edged yellow blue and green".

(2) No such modification shall affect or prejudice the rights or interests of any third party without the consent of that party.

(3) Nothing in the scheduled agreement or in the lease set forth in Part II of the schedule to the scheduled agreement shall—

(a) prejudice or affect the rights and interests of the joint board under an agreement (hereinafter referred to as "the agreement of 1939") dated the sixth day of February one thousand nine hundred and thirty-nine and made between the Rimrose Brook Drainage and Sewerage Joint Committee (being the predecessors of the joint board) of the one part the county council for the administrative county of the county palatine of Lancaster the Bootle Corporation the Crosby Corporation and the urban district council of Litherland of the second part and the Company of the third part; or

(b) entitle the board to require the lessees (as defined in the lease hereinbefore referred to) or authorise the lessees to remove any sewer drain or pipe laid by the joint board or by their predecessors in the premises known as the Carriage Shed Seaforth under the powers in that behalf granted by the agreement of 1939 while that agreement or any other agreement extending or modifying the agreement is in force.

Use of
tunnel.

8.—(1) The Company and any person may enter into and carry into effect an agreement or agreements for the sale and transfer by the Company to such person of the interest of the Company in the tunnel or any part thereof and the tunnel or such part thereof may be used by such person for any purposes specified in such agreement and any such purposes shall in respect of any easement granted to the Company for the construction and use of the tunnel be deemed to be purposes for which the Company is authorised to use the tunnel by the enactments relating to the Company:

Provided that the use to which the tunnel may be put shall require the written consent of the local planning authority.

(2) If within one year from the appointed day or such longer period as the Minister may allow the interest of the Company in the tunnel or some part thereof shall not have been sold under the provisions of subsection (1) of this section the Company shall cause the tunnel or the unsold part or parts thereof to be built up at each end and thereupon the Company shall be freed from all liability for the maintenance thereof.

Compensation
for loss of
office.

9.—(1) The Company shall pay as compensation for loss of office to—

- (a) Harry Maxwell Rostron (the general manager of the Company) the sum of seven thousand five hundred pounds if he is employed by the Company on the relevant date;
- (b) Henry Prescott (the assistant manager of the Company) the sum of seven thousand pounds if he is employed by the Company on the relevant date;
- (c) every other person who on the first day of January nineteen hundred and fifty-five was in the service of the Company and who is employed by the Company on the general manager's staff or outdoor supervisory staff on the relevant date a sum equal to two weeks' salary or wages for every year of the person's service with the Company;
- (d) every person who on the first day of January nineteen hundred and fifty-five was in the service of the Company and who is employed by the Company in conciliation or workshop grades on the relevant date and who on the relevant date—
 - (i) has been in the service of the Company for not less than fifteen years; or
 - (ii) is then not less than fifty-five years of age;
 a sum equal to two weeks' wages for every year of the person's service with the Company; and

(e) every other person who on the first day of January nineteen hundred and fifty-five was in the service of the Company and who is employed by the Company in conciliation or workshop grades on the relevant date a sum equal to one week's wages for every year of the person's service with the Company with a minimum sum equal to four weeks' wages.

(2) In this section—

(a) the expression "service" includes—

(i) in respect of persons in the service of the Company on the third day of August nineteen hundred and fourteen service during the war which began on the fourth day of August nineteen hundred and fourteen; and

(ii) in respect of persons in the service of the Company on the second day of September nineteen hundred and thirty-nine service during the war which began on the third day of September nineteen hundred and thirty-nine;

in any of the naval military or air forces of the Crown any employment during those wars which the Minister considers may properly be treated as service in those forces and any employment during those wars in civil defence service; and

(b) the expressions "salary" and "wages" in paragraphs (c) (d) and (e) of subsection (1) mean respectively the basic salary or wages payable to each of the persons therein mentioned on the first day of April nineteen hundred and fifty-six.

(3) The provisions of section 319 of the Act of 1948 shall have application in relation to three-quarters of each of the sums mentioned in paragraphs (a) (b) (c) and (d) and to the whole of the sums mentioned in paragraph (e) of subsection (1) of this section in the same manner as if the same had been included in subsection (1) of the said section 319.

(4) The remaining quarter of each of the sums mentioned in paragraphs (a) (b) (c) and (d) of subsection (1) of this section shall be payable rateably out of the assets of the Company remaining after satisfaction of all other liabilities of the Company but before any distribution of assets is made among the members of the Company.

10. Notwithstanding the provisions of section 302 of the Act of 1948 the property of the Company shall after being applied in satisfaction of its liabilities be distributed among the members of the Company as follows:—

(1) the assets of the Company up to an amount of seven thousand nine hundred and thirty-one pounds shall be

divided between the preference shareholders of the Company so that there is returned an equal amount per share ; thereafter

- (2) any additional assets up to an amount of one hundred and thirty-one thousand seven hundred and twenty-four pounds shall be divided between all the shareholders of the Company so that there is returned an equal amount per share of whatever class ; thereafter
- (3) any additional assets shall be divided so that there is returned to the ordinary shareholders of the Company in respect of each ordinary share twice the amount returned to the preference shareholders of the Company in respect of each preference share.

Allocation of
capital moneys
by board.

11. All capital moneys received by the board in the winding up and dissolution of the Company in respect of the board's holding of shares therein shall be paid into the sinking fund of the board constituted pursuant to the Mersey Docks and Harbour Board Act 1936 and shall be apportioned between such divisions of the sinking fund in such manner or credited wholly to such one of such divisions as the board may determine.

For protection
of British
Transport
Commission.

12. For the protection of the British Transport Commission (hereinafter referred to as "the commission") the following provisions shall unless otherwise agreed in writing between the company and the commission apply and have effect:—

(1) In this section—

"the works" means the works of demolition removal and making good referred to in subsection (2) of this section ;

"the engineer" means an engineer to be appointed by the commission :

- (2) Notwithstanding anything in section 5 (Power to demolish undertaking) of this Act the Company shall as soon as practicable after the appointed day and before the completion of the winding up of the Company at its own expense demolish and remove the whole of that part of the undertaking as is constructed on across over or under the property of the commission (other than the tunnel and works which the Company is required to leave in position by clause 7 of the scheduled agreement) and shall make good to the reasonable satisfaction of the commission the surface of any land wall or other property of the commission affected by the said works of demolition and removal :
- (3) The Company shall give to the engineer not less than twenty-eight days' notice of its intention to commence

any of the works and when commenced the works shall be carried out with all reasonable dispatch so far as reasonably possible and at times convenient to the commission and under the supervision (so far as affects the traffic and persons on the property of the commission if given) and to the reasonable satisfaction of the engineer and in such a way as to cause as little damage to the property of the commission and as little interference with or delay or interruption to the traffic on the railways of the commission as may be and if any damage to any of the commission's property or any such interference delay or interruption shall be caused or take place the Company shall forthwith make good such damage and pay to the commission the reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of any such damage interference delay or interruption :

- (4) The Company shall repay to the commission all additional costs charges and expenses reasonably incurred by the commission in connection with the works—

(a) in respect of the employment of any inspectors signalmen watchmen and other persons whom it may be reasonably necessary to appoint for inspecting signalling watching and lighting the railways of the commission affected by the works and for preventing as far as may be reasonably practicable any interference obstruction danger or accident arising from the works ;

(b) in respect of any special traffic working which may in the opinion of the commission require to be imposed as a result of the carrying out of the works ;

(c) in lighting the commission's property in the vicinity of the works :

- (5) The Company shall be responsible for and make good to the commission all costs charges damages and expenses not otherwise provided for in the foregoing provisions of this section which may be occasioned to the commission—

(a) by reason of the carrying out of the works ;

(b) by reason of any act or omission of the Company or of any persons in its employ or of its contractors or others whilst engaged upon the works ;

and the Company shall effectively indemnify and hold harmless the commission from and against all claims or demands arising out of or in connection with the

works or any act or omission as aforesaid and the fact that any work or thing may have been done in accordance with any requirement of the engineer or under his supervision shall not excuse the Company from any liability under the provisions of this section:

Provided that the commission shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without prior consultation with the Company:

- (6) On completing the works to the reasonable satisfaction of the engineer the engineer shall forthwith issue to the Company a certificate that the works have been so completed and thereupon the following enactments shall cease to have effect:—

Mersey Docks and Harbour Board (Overhead Railways) Act 1882—

Section 9 (For protection of Lancashire and Yorkshire Railway Company);

Section 10 (For the protection of the London and North-western Railway Company):

Mersey Docks and Harbour Board (Overhead Railways) Act 1887—

Section 15 (For the protection of the London and North-western Railway Company);

Section 16 (For the protection of the Cheshire Lines Committee and the Sheffield and Midland Railway Companies Committee):

Mersey Docks and Harbour Board Act 1889—

Section 14 (For the protection of the London and North-western Railway Company):

Liverpool Overhead Railway Act 1892—

Section 14 (For the protection of the Lancashire and Yorkshire Railway Company):

- (7) Notwithstanding anything in section 8 (Use of tunnel) of this Act the following provisions shall apply in relation to the tunnel:—

(a) The Company (which expression shall for the purposes of this paragraph include the successors in title of the Company)—

(i) shall not sell and transfer its interest in that portion of the tunnel which is situate above

and within a distance of fifty yards on either side of the commission's Dingle tunnels without the approval of the engineer which approval shall not be unreasonably withheld but may be given subject to such terms and conditions as to user and maintenance as may be reasonable for the protection of the commission's said tunnels and the railways therein;

(ii) shall not sell and transfer its interest in the tunnel or in any part thereof except on such terms and conditions as shall in the opinion of the engineer ensure proper and convenient access to all parts of the tunnel from either end thereof for men machinery and materials necessary for the purposes of inspecting maintaining or strengthening any part of the tunnel:

Provided that such right of access from the eastern end of the tunnel shall be limited to persons only and shall not extend to machinery or materials except such as can be carried by hand;

(b) In the event of the Company abandoning the tunnel or any part thereof it shall provide in any wall constructed in accordance with the provisions of subsection (2) of section 8 of this Act a proper and sufficient doorway of such dimensions as may in the opinion of the engineer be reasonably necessary for ensuring the access referred to in subparagraph (ii) of paragraph (a) of this subsection and the Company shall provide keys to the said door for the use of the commission;

(c) As from the appointed day the commission shall have—

(i) a right of access at all times similar to that referred to in subparagraph (ii) of paragraph (a) of this subsection;

(ii) the right at any time to fill in that portion of the tunnel which is situate above and within a distance of fifty yards on either side of the commission's Dingle tunnels;

(iii) the right at any time to lay maintain alter and renew all such culverts drains pipes and other works in the tunnel or any part thereof as the engineer may deem necessary for effectively draining the tunnel but without in any way prejudicially interfering with the existing or any future drainage thereof provided by the Company or its successors in title:

- (8) The provisions of section 12 (For the protection of the Cheshire Lines Committee) of the Liverpool Overhead Railway Act 1892 shall cease to have effect in relation to any part of the tunnel which may be sold and transferred or abandoned under the powers of this Act as from the date of such sale and transfer or abandonment as the case may be:
- (9) Any question or difference arising under this section shall be referred to and determined by an arbitrator.

For protection
of the
Liverpool
Corporation.

13. Notwithstanding anything in this Act the following provisions for the protection of the Liverpool Corporation shall unless otherwise agreed in writing between the Liverpool Corporation and the Company apply and have effect:—

(1) In this section—

“the city” means the city of Liverpool;

“protected apparatus” means any sewer man-hole drain gully water main salt water main valve pipe hydrant stand pipe lamp post or other apparatus or appliance vested in the Liverpool Corporation or which the Liverpool Corporation are entitled to use as of right in the exercise of any of their statutory functions;

“road” means a road repairable by the inhabitants at large;

“the specified roads” means any of the following roads in the city (that is to say):—

Regent Road

Waterloo Road

Bath Street

New Quay

Georges Dock Gate

Goree Piazzas and the Strand

Strand Street

Wapping

Chaloner Street

Sefton Street

St. Nicholas Place

Water Street

Brunswick Street

James Street and Mann Island;

“specified work” means any of the following works:—

(a) the demolition of the undertaking;

(b) the removal of the materials thereof ;

(c) the making good of any road in the city or the repair or replacement of any protected apparatus ;

(d) any other work carried out by the Company in accordance with the provisions of this section :

(2) (a) Not less than twenty-eight days before commencing any work of demolition or removal of the undertaking the Company shall give notice to the Liverpool Corporation of their intention to commence such work and such notice shall specify the general nature of the work and the portion of the undertaking (not exceeding one-half of a mile in length) to which it relates and whether acetylene cutters or other similar apparatus will be used in connection with such work and the date on which such use will commence ;

(b) When commenced the works specified in such notice shall be carried out with all reasonable dispatch so far as reasonably possible and to the reasonable satisfaction of the Liverpool Corporation and in such a way as to cause as little damage to protected apparatus and to any road in the city as may be :

Provided that in the case of any part of the undertaking which is situated between Princes Dock Gate and Canning Dock in the city the work aforesaid shall be carried out subject to and in accordance with such reasonable directions as to the times within which such work may be carried out and the lengths of road which may be affected at any one time as may from time to time be given by the Liverpool Corporation :

Provided further that if the Company disputes the reasonableness of any directions the matter shall be referred to and determined by the Minister ;

(c) Any officer or other authorised representative of the Liverpool Corporation on producing if so required some duly authenticated document showing his authority shall (so far only as the Company can lawfully grant the same) have a right to enter the undertaking for the purpose of ascertaining and watching the progress and nature of the work being carried out ;

(d) Not less than twenty-one days after the completion of any work referred to in sub-paragraph (a) of this paragraph and of the reinstatement of the site in accordance with the provisions of this section the Company shall give notice thereof to the Liverpool Corporation and within twenty-one days of receipt of such notice any

officer or other authorised representative of the Liverpool Corporation on producing if so required some duly authenticated document showing his authority shall (so far only as the Company can lawfully grant the same) have a right to enter the undertaking for the purpose of inspecting such site and any work completed by the Company in accordance with the provisions of this section:

- (3) (a) The Company upon removing any part of the undertaking shall reinstate the site of such part and in the case of any such part as is situate in or on or adjoins or in any way affects any road in the city or any protected apparatus make good the road or repair or replace the apparatus (as the case may be) with all reasonable dispatch and to the reasonable satisfaction of the Liverpool Corporation ;
- (b) So long as any such road or any land adjoining such road is open or broken up by the Company under this Act the Company shall cause the place where the road or the land is open or broken up (except in a place to which the public have no right of access and are not permitted to have access) to be fenced and guarded and to be lighted in such manner as to give proper warning to the public using such road or likely to deviate therefrom during the hours of darkness (as defined in section 1 of the Road Transport Lighting Act 1927) ;
- (c) If the Liverpool Corporation shall within twenty-one days of the receipt of a notice under sub-paragraph (a) of paragraph (2) of this section give notice in writing that they elect to execute the whole or any part of the making good of any such road as aforesaid—
- (i) the Company's obligations under sub-paragraph (a) of this paragraph to make good the road shall cease to extend to so much of the making good as the Liverpool Corporation elect by such notice to execute and in lieu thereof the Company shall pay to the Liverpool Corporation the expenses reasonably incurred by them in executing the works carried out by them in pursuance of their notice including all reasonable expenses of superintendence ;
- (ii) the Company's obligations under sub-paragraph (b) of this paragraph to fence guard and light the road or the land shall cease as from the date on which the Liverpool Corporation commence to execute the works specified in their notice but if the said works are not commenced by the Liverpool

Corporation with reasonable dispatch the Liverpool Corporation shall pay to the Company an amount equal to the cost reasonably incurred by the Company after the date on which the works should have been commenced in fencing guarding and lighting the road or the land to which the notice relates:

- (4) If in the exercise by the Company of any of the powers of this Act any damage to the protected apparatus or any property of the Liverpool Corporation or of the Mersey Tunnel Joint Committee or to any of the specified roads or without the written authority of the Liverpool Corporation any interruption in the discharge of sewage or in the supply of water (including salt water) shall be caused or the Liverpool Corporation shall be prevented from carrying out their statutory functions promptly and without delay the Company shall pay to the Liverpool Corporation the expenses reasonably incurred by them in making good such damage or interruption and shall make compensation to the Liverpool Corporation for any loss sustained by them by reason of any such damage interruption or delay and shall indemnify the Liverpool Corporation against all penalties claims demands proceedings costs damages and expenses which may be made or taken against the Liverpool Corporation or recovered from or incurred by the Liverpool Corporation by reason or in consequence of any such damage interruption or delay and the fact that any work or thing may have been done in accordance with any requirement of the Liverpool Corporation shall not excuse the Company from any liability under the provisions of this section:

Provided that the Liverpool Corporation shall give to the Company reasonable notice of any claim demand or proceeding as aforesaid and no settlement or compromise thereof shall be made without the consent of the Company:

- (5) The Company shall supply to the Liverpool Corporation free of cost particulars of any works of the Company forming part of the undertaking which are not demolished except those excluded from demolition by clause 4 of the scheduled agreement:
- (6) The Company shall not under the powers of this Act divert traffic from any of the specified roads without the consent of the Liverpool Corporation and in accordance with such conditions as the Liverpool Corporation may reasonably impose and any additional expense reasonably incurred by the Liverpool

Corporation in connection with any diversion of traffic carried out by the Company in pursuance of section 5 (Power to demolish undertaking) of this Act or in connection with the regulation of traffic necessitated by the exercise by the Company of its powers under this Act shall be repaid by the Company to the Liverpool Corporation:

(7) No specified work shall be carried out so as to—

(a) interrupt the free passage along the specified roads or prevent access to any land adjoining any of those roads or to the Liverpool Estate of the board of persons (with or without vehicles) engaged in performing any service provided by the Liverpool Corporation as part of their statutory functions or members of the public (with or without vehicles) proceeding to from or along any of the specified roads or the Liverpool Estate of the board upon their lawful occasions; or

(b) obstruct or interfere with the access to or exit from any fire station of the Liverpool Corporation; or

(c) prevent access to or the proper functioning of any protected apparatus:

(8) Notwithstanding anything in sub-paragraphs (a) or (c) of the last foregoing paragraph the Company if it is reasonably necessary so to do for the purpose of executing any specified work may obstruct temporarily the approach to or the use of any fire hydrant or valve of the Liverpool Corporation or any specified road or may temporarily interfere with the access to the Liverpool Estate of the board but not to the extent of obstructing all means of access to the Liverpool Estate of the board in the city:

Provided that—

(a) before causing any such obstruction or interference the Company shall give not less than twenty-four hours' notice in writing to the chief officer for the time being of the Liverpool Fire Brigade;

(b) before obstructing or interfering with the access to the Liverpool Estate of the board the Company shall obtain the consent of the chief officer for the time being of the Liverpool Fire Brigade such consent not to be unreasonably withheld; and

(c) any such obstruction shall be removed or any such interference shall be terminated (as the case may be) with all reasonable dispatch:

- (9) During the demolition and removal of the undertaking the Company shall take all reasonable precautions and all practicable steps to avoid injury to persons using any road under or adjoining or adjacent to such demolition and removal:
- (10) Before completing the specified works the Company shall remove all kiosks erected by them or with their consent on or adjacent to any road in the city and make good the road with all reasonable dispatch and to the reasonable satisfaction of the Liverpool Corporation and the provisions of paragraphs (2) and (3) of this section shall *mutatis mutandis* apply to such removal and making good:
- (11) The Company shall on the removal of the stanchions on the property of the board which support the structure of the undertaking forthwith provide a chain barrier where such a barrier existed between the said stanchions on the twenty-seventh day of November one thousand nine hundred and fifty-five:
- (12) (a) Any expenses payable by the Company to the Liverpool Corporation under the provisions of this section may be recovered as a simple contract debt in any court of competent jurisdiction;
(b) Any notice which under the provisions of this section is required to be given by the Company to the Liverpool Corporation shall be in writing and addressed to the town clerk at Municipal Buildings Liverpool:
- (13) Any question or difference which may arise between the Liverpool Corporation and the Company as to the fact of damage interruption or delay or as to the amount of compensation or as to any other matter under this section shall be referred to and determined by an arbitrator.

14. Notwithstanding anything in this Act the following provisions for the protection of the Bootle Corporation shall unless otherwise agreed in writing between the Bootle Corporation and the Company apply and have effect:—

For protection
of the Bootle
Corporation.

(1) In this section—

“the borough” means the county borough of Bootle;

“the borough engineer” means the person for the time being holding the office of the borough engineer and surveyor of the borough;

“the Bootle section of the undertaking” means the two sections of the undertaking in the borough;

“protected apparatus” means any sewer manhole drain gulley water main salt water main valve pipe hydrant stand pipe lamp post or other apparatus or appliance vested in the Bootle Corporation or which the Bootle Corporation are entitled to use as of right in the exercise of any of their statutory functions ;

“road” means a road repairable by the inhabitants at large ;

“the specified roads” means any of the following roads in the borough (that is to say) Regent Road Shore Road Fort Road Rimrose Road Lyster Road Strand Road Church Street Nelson Street Seymour Street Miller’s Bridge Effingham Street Howe Street Raleigh Street and Dacre Street ;

“specified work” means any of the following works :—

(a) the demolition of the Bootle section of the undertaking ;

(b) the removal of the materials thereof ;

(c) the making good of the surface of any road in the borough or the repair or replacement of any protected apparatus ;

(d) any other work carried out by the Company in accordance with the provisions of this section :

(2) (a) Not less than twenty-one days before commencing any work of demolition or removal of so much of the Bootle section of the undertaking as is situate on over or adjoining a road the Company shall give notice to the Bootle Corporation of their intention to commence such work and any officer or other authorised representative of the Bootle Corporation on producing if so required some duly authenticated document showing his authority shall (so far only as the Company can lawfully grant the same) have a right to enter the Bootle section of the undertaking for the purpose of ascertaining the progress and nature of the work being carried out ;

(b) Not less than twenty-one days after the completion of any work referred to in sub-paragraph (a) of this paragraph and of the reinstatement of the site in accordance with the provisions of this section the Company shall give notice thereof to the Bootle Corporation and within twenty-one days of receipt of such notice any officer or other authorised representative of the Bootle Corporation on producing if so required some duly authenticated document showing his authority shall (so

far only as the Company can lawfully grant the same) have a right to enter the Bootle section of the undertaking for the purpose of inspecting such site and any work completed by the Company in accordance with the provisions of this section:

- (3) (a) The Company upon removing any part of the Bootle section of the undertaking as is situate on over or adjoining a road shall reinstate the site of such part and in the case of any such part as is situate in or on or in any way affects any road in the borough or any protected apparatus make good the surface of the road or repair or replace the apparatus (as the case may be) with all reasonable dispatch and to the reasonable satisfaction of the Bootle Corporation;
- (b) So long as any such road is open or broken up by the Company under this Act the Company shall cause the place where the road is open or broken up to be fenced and guarded and to be lighted in such manner as to give proper warning to the public using such road during the hours of darkness (as defined in section 1 of the Road Transport Lighting Act 1927);
- (c) If the Bootle Corporation shall within twenty-one days of the receipt of a notice under paragraph (2) of this section give notice in writing that they elect to execute the whole or any part of the making good of the surface of any such road as aforesaid—

(i) the Company's obligations under sub-paragraph (a) of this paragraph to make good the surface of the road shall cease to extend to so much of the making good as the Bootle Corporation elect by such notice to execute and in lieu thereof the Company shall pay to the Bootle Corporation the expenses reasonably incurred by them in executing the works carried out by them in pursuance of their notice including all reasonable expenses of superintendence;

(ii) the Company's obligations under sub-paragraph (b) of this paragraph to fence guard and light the road shall cease as from the date on which the Bootle Corporation commence to execute the works specified in their notice but if the said works are not commenced by the Bootle Corporation with reasonable dispatch the Bootle Corporation shall pay to the Company an amount equal to the cost reasonably incurred by the Company after the date on which the works should have been commenced in fencing guarding and lighting the road to which the notice relates:

- (4) If in the exercise by the Company of any of the powers of this Act any damage to the protected apparatus or any property of the Bootle Corporation or to any of the specified roads or without the written authority of the Bootle Corporation any interruption in the discharge of sewage or in the supply of water (including sea water) shall be caused or the Bootle Corporation shall be prevented from carrying out their statutory functions promptly and without delay the Company shall pay to the Bootle Corporation the expenses reasonably incurred by them in making good such damage or interruption and shall make compensation to the Bootle Corporation for any loss sustained by them by reason of any such damage interruption or delay and shall indemnify the Bootle Corporation against all penalties claims demands proceedings costs damages and expenses which may be made or taken against the Bootle Corporation or recovered from or incurred by the Bootle Corporation by reason or in consequence of any such damage interruption or delay:

Provided that the Bootle Corporation shall give to the Company reasonable notice of any claim demand or proceeding as aforesaid and no settlement or compromise thereof shall be made without the consent of the Company:

- (5) The Company shall supply to the Bootle Corporation free of cost particulars of any works of the Company forming part of the Bootle section of the undertaking which are not demolished except those which under the terms of the scheduled agreement the Company are not required to demolish:
- (6) No specified work shall be carried out so as to—
- (a) cause or substantially contribute to the causing of undue traffic congestion in any of the specified roads;
 - (b) interrupt the free passage along the specified roads or prevent access to any land adjoining any of those roads or to the Liverpool Estate of the board of persons (with or without vehicles) engaged in performing any service provided by the Bootle Corporation as part of their statutory functions; or
 - (c) prevent access to or the proper functioning of any protected apparatus:
- (7) Notwithstanding anything in the last foregoing paragraph the Company if it is reasonably necessary so to do for the purpose of executing any specified work may obstruct temporarily the approach to or the use of

any fire hydrant or valve of the Bootle Corporation or any specified road or may temporarily interfere with the access to the Liverpool Estate of the board but not to the extent of obstructing all means of access to the Liverpool Estate of the board in the borough:

Provided that—

(a) before causing any such obstruction or interference the Company shall give not less than twenty-four hours' notice in writing to the chief officer for the time being of the Bootle Fire Brigade; and

(b) any such obstruction shall be removed or any such interference shall be terminated (as the case may be) with all reasonable dispatch:

- (8) (a) Any expenses payable by the Company to the Bootle Corporation under the provisions of this section may be recovered as a simple contract debt in any court of competent jurisdiction;
- (b) Any notice which under the provisions of this section is required to be given by the Company to the Bootle Corporation shall be in writing and addressed to the town clerk at the Town Hall Bootle;
- (9) Any question or difference which may arise between the Bootle Corporation and the Company as to the fact of damage interruption or delay or as to the amount of compensation or as to any other matter under this section shall be referred to and determined by an arbitrator.

15. Notwithstanding anything in this Act the following provisions for the protection of the Crosby Corporation shall unless otherwise agreed in writing between the Crosby Corporation and the Company apply and have effect:—

For protection
of the Crosby
Corporation.

(1) In this section—

“adequate alternative apparatus” means alternative apparatus adequate to enable the Crosby Corporation to fulfil their statutory functions in a manner not less efficient than previously;

“the borough” means the borough of Crosby;

“the borough engineer” means the person for the time being holding the office of the borough engineer and surveyor of the borough;

“the Crosby section of the undertaking” means the section of the undertaking in the borough;

“protected apparatus” means any apparatus belonging to the Crosby Corporation or for the maintenance of which they are responsible including sewers drains lamps and street lighting apparatus ;

“road” means a road repairable by the inhabitants at large ;

“the specified roads” means any of the following roads in the borough (that is to say) Crosby Road South Fort Road Seaforth Road and Shore Road ;

“specified work” means any of the following works :—

(a) the demolition of the Crosby section of the undertaking ;

(b) the removal of the materials thereof ;

(c) the making good of the surface of any road in the borough or the repair or replacement of any protected apparatus ;

(d) any other work carried out by the Company in accordance with the provisions of this section :

- (2) (a) Not less than twenty-eight days before commencing any work of demolition or removal of so much of the Crosby section of the undertaking as is situate on over or adjoining a road the Company shall give notice to the Crosby Corporation of their intention to commence such work and when commenced such work shall be carried out with all reasonable dispatch and in accordance with such reasonable directions as to the times within which such work may be carried out and the lengths of road which may be affected at any one time as may from time to time be given by the Crosby Corporation and in such a way as to cause as little damage to protected apparatus and to any road in the borough as may be :

Provided that if the Company disputes the reasonableness of any directions the matter shall be referred to and determined by the Minister ;

- (b) Any officer or other authorised representative of the Crosby Corporation on producing if so required some duly authenticated document showing his authority shall (so far only as the Company can lawfully grant the same) have a right to enter the Crosby section of the undertaking for the purpose of ascertaining the progress and nature of the work being carried out ;

- (c) Not less than twenty-one days after the completion of any work referred to in sub-paragraph (a) of this paragraph and of the reinstatement of the site in accordance with the provisions of this section the Company shall give notice thereof to the Crosby Corporation and within twenty-one days of receipt of such notice any officer or other authorised representative of the Crosby Corporation on producing if so required some duly authenticated document showing his authority shall (so far only as the Company can lawfully grant the same) have a right to enter the Crosby section of the undertaking for the purpose of inspecting such site and any work completed by the Company in accordance with the provisions of this section:
- (3) (a) The Company upon removing any part of the Crosby section of the undertaking as is situate on over or adjoining a road shall reinstate the site of such part and in the case of any such part as is situate in or on or in any way affects any road in the borough or any protected apparatus make good the surface of the road or repair or replace the apparatus (as the case may be) with all reasonable dispatch and to the reasonable satisfaction of the Crosby Corporation;
- (b) So long as any such road is open or broken up by the Company under this Act the Company shall cause the place where the road is open or broken up to be fenced and guarded and to be lighted in such manner as to give proper warning to the public using such road during the hours of darkness (as defined in section 1 of the Road Transport Lighting Act 1927);
- (c) If the Crosby Corporation shall within twenty-one days of the receipt of a notice under paragraph (2) of this section give notice in writing that they elect to execute the whole or any part of the making good of the surface of any such road as aforesaid—
- (i) the Company's obligations under sub-paragraph (a) of this paragraph to make good the surface of the road shall cease to extend to so much of the making good as the Crosby Corporation elect by such notice to execute and in lieu thereof the Company shall pay to the Crosby Corporation the expenses reasonably incurred by them in executing the works carried out by them in pursuance of their notice including all reasonable expenses of superintendence;
- (ii) the Company's obligations under sub-paragraph (b) of this paragraph to fence guard and light the road shall cease as from the date on which the

Crosby Corporation commence to execute the works specified in their notice but if the said works are not commenced by the Crosby Corporation with reasonable dispatch the Crosby Corporation shall pay to the Company an amount equal to the cost reasonably incurred by the Company after the date on which the works should have been commenced in fencing guarding and lighting the road to which the notice relates:

- (4) If in the exercise by the Company of any of the powers of this Act any damage to the protected apparatus or any property of the Crosby Corporation or to any of the specified roads or without the written authority of the Crosby Corporation any interruption in the discharge of sewage or in the supply of water (including sea water) shall be caused or the Crosby Corporation shall be prevented from carrying out their statutory functions promptly and without delay the Company shall pay to the Crosby Corporation the expenses reasonably incurred by them in making good such damage or interruption and shall make compensation to the Crosby Corporation for any loss sustained by them by reason of any such damage interruption or delay and shall indemnify the Crosby Corporation against all penalties claims demands proceedings costs damages and expenses which may be made or taken against the Crosby Corporation or recovered from or incurred by the Crosby Corporation by reason or in consequence of any such damage interruption or delay:

Provided that the Crosby Corporation shall give to the Company reasonable notice of any claim demand or proceeding as aforesaid and no settlement or compromise thereof shall be made without the consent of the Company:

- (5) No spoil or debris resulting from the operations of the Company under this Act shall be deposited on any land in the borough or conveyed by any route passing through the borough except with the consent of the Crosby Corporation which consent shall not be unreasonably withheld:
- (6) The Company shall supply to the Crosby Corporation free of cost particulars of any works of the Company forming part of the Crosby section of the undertaking which are not demolished except those which under the terms of the scheduled agreement the Company is not required to demolish:

(7) No specified work shall be carried out so as to—

(a) cause or substantially contribute to the causing of undue traffic congestion in any of the specified roads ;

(b) interrupt the free passage along the specified roads or prevent access to any land adjoining any of those roads or to the Liverpool Estate of the board of persons (with or without vehicles) engaged in performing any service provided by the Crosby Corporation as part of their statutory functions ; or

(c) prevent access to or the proper functioning of any protected apparatus :

(8) Notwithstanding anything in the last foregoing paragraph the Company if it is reasonably necessary so to do for the purpose of executing any specified work may obstruct temporarily the approach to or the use of any specified road or may temporarily interfere with the access to the Liverpool Estate of the board but not to the extent of obstructing all means of access to the Liverpool Estate of the board :

Provided that any such obstruction shall be removed or any such interference shall be terminated (as the case may be) with all reasonable dispatch :

(9) (a) If the Company for the purpose of the works reasonably require the removal of any apparatus and give to the Crosby Corporation written notice of such requirement together with a statement of the nature and mode of execution of the proposed works and a plan of the proposed position of any alternative apparatus to be provided or constructed so as to provide adequate alternative apparatus in lieu of the apparatus to be removed or if in consequence of the exercise by the Company of the powers of this Act the Crosby Corporation shall reasonably require to remove any apparatus the Company shall afford to the Crosby Corporation the necessary facilities and rights for the construction of adequate alternative apparatus in on or over other land and thereafter for the maintenance repair renewal and inspection of such apparatus so far only as the Company can lawfully afford the same :

Provided that if the Company is unable to afford facilities and rights as aforesaid the Crosby Corporation shall on receipt of a written notice to that effect from the Company forthwith use their best endeavours to obtain the necessary facilities and rights :

Provided also that the Crosby Corporation's rights in connection with the maintenance repair renewal and

inspection of the existing apparatus shall continue until adequate alternative apparatus has been provided ;

- (b) The Crosby Corporation shall within twenty-one days of the receipt of a notice from the Company under sub-paragraph (a) of this paragraph remove any apparatus in accordance with any such requirement contained in the notice :
- (10) (a) Not less than twenty-eight days before commencing to execute any works which are near to or will or may affect any apparatus the removal of which has not been required by the Company under paragraph (9) of this section the Company shall submit to the Crosby Corporation a statement of the nature and mode of execution of the work ;
- (b) Such work shall be executed only in accordance with the statement submitted as aforesaid and in accordance with such reasonable requirements as may be made by the Crosby Corporation for the alteration or otherwise for the protection of the apparatus or for securing access thereto and the Crosby Corporation shall be entitled by their officer to watch and inspect the execution of such work :

Provided that if the Crosby Corporation within fourteen days after the submission to them of any such statement shall in consequence of the work proposed by the Company reasonably require the removal of any apparatus and give written notice to the Company of such requirement the foregoing provisions of this section shall apply and have effect as if the removal of such apparatus had been required by the Company under paragraph (9) hereof :

- (11) The Company shall pay to the Crosby Corporation the costs charges and expenses reasonably incurred by the Crosby Corporation in or in connection with the inspection removal alteration or protection of any apparatus in consequence of the exercise by the Company of the powers of this Act :
- (12) (a) Any expenses payable by the Company to the Crosby Corporation under the provisions of this section may be recovered as a simple contract debt in any court of competent jurisdiction ;
- (b) Any notice which under the provisions of this section is required to be given by the Company to the Crosby Corporation shall be in writing and addressed to the town clerk at the Town Hall Crosby :

- (13) Any question or difference which may arise between the Crosby Corporation and the Company as to the fact of damage interruption or delay or as to the amount of compensation or as to any other matter under this section shall unless otherwise provided for be referred to and determined by an arbitrator.

16. Notwithstanding anything in this Act the following provisions for the protection of the joint board shall unless otherwise agreed in writing between the joint board and the Company apply and have effect:—

For protection
of joint
board.

- (1) In this section—

“protected apparatus” means any sewer chamber manhole drain pipe or other apparatus appliance or work vested in the joint board;

“the specified roads” means the roads in which protected apparatus is laid or placed and includes the roads leading to any land (not forming part of the highway) in which any protected apparatus is laid or placed;

“specified work” means any of the following works:—

(a) the demolition of the undertaking;

(b) the removal of the materials thereof;

(c) the reinstatement of any highway or of any protected apparatus;

(d) any other work carried out by the Company in accordance with the provisions of this Act:

- (2) (a) Not less than twenty-one days before commencing any specified work which will or may affect any protected apparatus the Company shall give notice to the joint board of their intention to commence such work and any officer or other authorised representative of the joint board on producing if so required some duly authenticated document showing his authority shall (so far only as the Company can lawfully grant the same) have a right to enter the undertaking for the purpose of inspecting the progress and nature of the work being carried out;
- (b) Not less than twenty-one days after the completion of any specified work and of the reinstatement of the site in accordance with the provisions of this section the Company shall give notice thereof to the joint board and within twenty-one days of receipt of such notice any officer or other authorised representative of the joint board on producing if so required some

duly authenticated document showing his authority shall (so far only as the Company shall lawfully grant the same) have a right to enter the undertaking for the purpose of inspecting such site and any specified work completed by the Company in accordance with the provisions of this section :

- (3) The Company upon removing any part of the undertaking which is situate over or in any way affects any protected apparatus shall reinstate the site and if any protected apparatus is damaged repair or replace the apparatus (as the case may be) with all reasonable dispatch and to the reasonable satisfaction of the joint board :
- (4) No specified work shall be carried out so as to—
 - (a) interrupt the free passage along the specified roads or prevent access to any land (not forming part of the highway) in which any protected apparatus is laid or placed of any employees or agents of the joint board (with or without vehicles) for the purpose of inspecting maintaining repairing cleansing renewing or improving any protected apparatus or of any materials or equipment required in connection with the carrying out of those operations ; or
 - (b) prevent access to or the proper functioning of any protected apparatus :
- (5) Notwithstanding anything in the last foregoing subsection the Company if it is reasonably necessary so to do for the purpose of executing any specified work may obstruct temporarily the approach to or the use of any protected apparatus or any specified road :
Provided that—
 - (a) before causing any such obstruction the Company shall give not less than twenty-four hours' notice to the joint board ; and
 - (b) any such obstruction shall be removed with all reasonable dispatch :
- (6) If in the exercise by the Company of any of the powers of this Act any damage to any protected apparatus or without the written authority of the joint board any interruption in the discharge of sewage shall be caused the Company shall pay to the joint board the expenses reasonably incurred by them in making good such damage or interruption and shall make compensation to the joint board for any loss sustained by them by reason of any such damage or interruption and shall indemnify the joint board against all penalties

claims demands proceedings costs damages and expenses which may be made or taken against the joint board or recovered from or incurred by the joint board by reason or in consequence of any such damage or interruption :

Provided that the joint board shall give to the Company reasonable notice of any claim demand or proceeding as aforesaid and no settlement or compromise thereof shall be made without the consent of the Company :

- (7) (a) Any expenses payable by the Company to the joint board under the provisions of this section may be recovered as a simple contract debt in any court of competent jurisdiction ;
- (b) Any notice which under the provisions of this section is required to be given by the Company to the joint board shall be in writing and addressed to the clerk of the joint board at the Town Hall Bootle ;
- (8) Any question or difference which may arise between the joint board and the Company as to the fact of damage or interruption or as to the amount of compensation or as to any other matter under this section shall be referred to and determined by an arbitrator.

17. For the protection of the North Western Gas Board (in this section referred to as "the gas board") the following provisions shall unless otherwise agreed in writing between the Company and the gas board apply and have effect:—

For protection
of North
Western Gas
Board.

(1) In this section—

"the works" means the works of demolition removal and making good referred to in paragraph (2) of this section ;

"the engineer" means an engineer to be appointed by the board ;

"apparatus" means any apparatus belonging to the gas board or for the maintenance of which they are responsible ;

"adequate alternative apparatus" means alternative apparatus adequate to enable the gas board to fulfil their statutory functions in a manner not less efficient than previously ;

- (2) The Company shall as soon as practicable after the appointed day and before the completion of the winding up of the Company at its own expense demolish and remove so much of the undertaking as is constructed on across over or under any apparatus (other than the

works which the Company is not required to demolish under section 5 (Power to demolish undertaking) of this Act) and shall make good to the reasonable satisfaction of the gas board the surface of any land wall or other property of the gas board affected by the said works of demolition and removal and of any highway street or road in which any apparatus is situate:

(3) The Company shall give to the engineer not less than twenty-eight days' notice of their intention to commence any of the works and when commenced the works shall be carried out with all reasonable dispatch so far as reasonably possible and to the reasonable satisfaction of the engineer and in such a way as to cause as little damage to the apparatus of the gas board as may be and if any damage to the apparatus shall be caused or take place the Company shall forthwith make good such damage and pay to the gas board the reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of any such damage or interference:

(4) The Company shall be responsible for and make good to the gas board all costs charges damages and expenses not otherwise provided for in this section which may be occasioned to the gas board—

(a) by reason of the carrying out of the works;

(b) by reason of any act or omission of the Company or of any persons in its employment or of its contractors or others whilst engaged upon the works;

and the Company shall effectively indemnify and hold harmless the gas board from and against all claims or demands arising out of or in connection with the works or any act or omission as aforesaid and the fact that any work or thing may have been done in accordance with any requirement of the engineer or under his supervision shall not excuse the Company from any liability under the provisions of this section:

Provided that the gas board shall give to the Company reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the consent of the Company:

(5) (a) If the Company for the purpose of the works reasonably requires the removal of any apparatus and gives to the gas board written notice of such requirement together with a statement of the nature and mode of execution of the proposed works and a plan of the proposed position of any alternative apparatus to be provided or constructed so as to provide adequate

alternative apparatus in lieu of the apparatus to be removed or if in consequence of the exercise by the Company of the powers of this Act the gas board shall reasonably require to remove any apparatus the Company shall afford to the gas board the necessary facilities and rights for the construction of adequate alternative apparatus in on or over other land and thereafter for the maintenance repair renewal and inspection of such apparatus so far only as the Company can lawfully afford the same:

Provided that if the Company is unable to afford facilities and rights as aforesaid the gas board shall on receipt of a written notice to that effect from the Company forthwith use their best endeavours to obtain the necessary facilities and rights:

Provided also that the gas board's rights in connection with the maintenance repair renewal and inspection of the existing apparatus shall continue until adequate alternative apparatus has been provided;

- (b) The gas board shall within twenty-one days of the receipt of a notice from the Company under subparagraph (a) of this paragraph remove any apparatus in accordance with any such requirement contained in the notice:
- (6) (a) Not less than twenty-eight days before commencing to execute any works which are near to or will or may affect any apparatus the removal of which has not been required by the Company under paragraph (5) of this section the Company shall submit to the gas board a statement of the nature and mode of execution of the work;
- (b) Such work shall be executed only in accordance with the statement submitted as aforesaid and in accordance with such reasonable requirements as may be made by the gas board for the alteration or otherwise for the protection of the apparatus or for securing access thereto and the gas board shall be entitled by their officer to watch and inspect the execution of such work:

Provided that if the gas board within fourteen days after the submission to them of any such statement shall in consequence of the work proposed by the Company reasonably require the removal of any apparatus and give written notice to the Company of such requirement the foregoing provisions of this section shall apply and have effect as if the removal of such apparatus had been required by the Company under paragraph (5) hereof:

- (7) The Company shall pay to the gas board the costs charges and expenses reasonably incurred by the gas board in or in connection with the inspection removal alteration or protection of any apparatus in consequence of the exercise by the Company of the powers of this Act:
- (8) Any difference which may arise between the Company and the gas board under this section shall be referred to and determined by an arbitrator.

Arbitration.

18. Where under this Act any question or difference is to be referred to or determined by an arbitrator then unless otherwise provided such question or difference shall be referred to and determined by a single arbitrator to be agreed between the parties or failing agreement to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1950 shall apply to the arbitration.

Repeal.

19. Subject to the provisions of this Act when the Company has been dissolved in accordance with the provisions of the Act of 1948 the enactments relating to the Company specified in Part I of the Second Schedule to this Act and the enactments relating to the Board specified in Part II of the said schedule shall be from the date of such dissolution wholly repealed.

**Saving of
public rights
to use river
embankment.**

20. Notwithstanding the repeal by section 19 (Repeal) of this Act of section 11 (For protection of the corporation of Bootle-cum-Linacre) of the Mersey Docks and Harbour Board (Overhead Railways) Act 1882 and section 28 (Amendment of section 11 of the Act of 1882 as to closing of certain openings) of the Liverpool Overhead Railway Company Act 1888 nothing in this Act or in the scheduled agreement shall defeat affect or prejudice the right of the public to use the river embankment as a parade or walk for recreation as granted by section 23 of the local Act 11 Victoria c. x and extended by section 13 (For protection of the corporation of Bootle) and section 14 (For protection of the Waterloo-with-Seaforth Urban District Council) of the Mersey Docks and Harbour Board Act 1906.

**Saving for
town and
country
planning.**

21. This Act shall be deemed to be an enactment passed before and in force at the passing of the Town and Country Planning Act 1947 for the purposes of subsection (4) of section 13 and subsection (1) of section 118 of that Act.

Costs of Act.

22. All costs charges and expenses of and incidental to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

SCHEDULES

FIRST SCHEDULE

THIS AGREEMENT is made the 16th day of November 1955 Between THE LIVERPOOL OVERHEAD RAILWAY COMPANY (hereinafter called "the Company") of the one part and THE MERSEY DOCKS AND HARBOUR BOARD (hereinafter called "the Board") of the other part

WHEREAS—

(1) This Agreement is supplemental to the following:—

(a) Heads of Agreement dated the 12th day of April 1888 and made between the Board of the one part and Sir William Bower Forwood (on behalf of the Company) of the other part being the agreement referred to in Section 22 of and the Schedule to the Liverpool Overhead Railway Company Act 1888;

(b) An Agreement dated the 13th day of December 1888 and made between the Board of the one part and the Company of the other part (hereinafter referred to as "the Principal Agreement") being the Agreement referred to in Section 18 of and the Schedule to the Mersey Docks and Harbour Board Act 1889;

(c) An Agreement dated the 3rd day of April 1911 and made between the Board of the one part and the Company of the other part being the Agreement referred to in Section 4 of and the Schedule to the Liverpool Overhead Railway Act 1911;

(d) An Agreement dated the 1st day of May 1923 and made between the Board of the one part and the Company of the other part (hereinafter referred to as "the 1923 Agreement") being the Agreement referred to in Section 13 of and the Schedule to the Mersey Docks and Harbour Board Act 1923;

(e) An Agreement dated the 29th day of August 1932 and made between Maxwell Hyslop Maxwell (on behalf of the Company) of the one part and Richard Durning Holt (on behalf of the Board) of the other part (hereinafter referred to as "the Stanley Bridge Agreement");

(f) An Agreement dated the 1st day of February 1940 and made between the Board of the one part and the Company of the other part:

(2) The Company is about to promote in Parliament a Bill to provide for the closing of the Liverpool Overhead Railway and for the winding up and dissolution of the Company:

(3) It is intended that this present Agreement shall be scheduled to such Bill and that provision shall be made therein for the confirmation of the Agreement:

(4) The said Railway is largely erected upon land belonging to the Board and provision was made in the Principal Agreement and the 1923 Agreement for the grant by the Board to the Company of Leases of such land but in fact no such lease has ever been executed:

1ST SCH.
—cont.

NOW IT IS HEREBY AGREED AND DECLARED as follows:—

1. The Board hereby consents in accordance with the provisions of Clause 45 of the above-mentioned Heads of Agreement dated the 12th day of April 1888 to the promotion of the said proposed Bill.

2. If the said Bill shall not be passed into law on or before the 31st day of December 1956 the provisions of these presents shall on that day become void and of no effect.

3. Subject as aforesaid the following provisions of the Agreement shall have effect as from the date which is the appointed day provided for in the said Bill.

4. As soon as practicable after the appointed day the Company will at its own expense demolish and remove the whole of such part of its railway structure as is constructed upon or over the land of the Board including the footbridge built over land once forming part of Sefton Street and leading to Herculaneum Station but excluding—

- (a) so much thereof as will be comprised in the new lease referred to in Clause 10 hereof ;
- (b) the Stanley Bridge referred to in Clause 9 hereof ;
- (c) the items referred to in Clause 7 hereof.

5. In the course of such demolition and removal the Company shall take all practicable steps to avoid any obstruction of the main dock railway line and of the dock estate of the Board and of access thereto.

6. In the course of such demolition and removal the Company shall take all practicable steps to avoid injury to persons and damage to property (including the property of the Board) and shall indemnify the Board against all claims (including the costs thereof) in respect of any such injury or damage and shall at its own expense and to the reasonable satisfaction of the Board make good all damage to the property of the Board.

7. In the course of such demolition and removal the Company shall leave in position all columns pillars and other parts of its railway structure that are built into or form part of any wall or building belonging to the Board finishing off the same in a safe and workmanlike manner to the reasonable satisfaction of the Board.

8. In the course of such demolition and removal the Company shall take down all columns pillars and other supports (other than such as are referred to in Clause 7 hereof) erected upon the land of the Board to ground level or below making good the surface in a safe and workmanlike manner to the reasonable satisfaction of the Board.

9. The following provisions shall have effect in relation to the Swing Bridge erected over the passage leading to the Stanley Dock:—

- (a) The sum of £200 referred to in paragraph 4 of the Stanley Bridge Agreement shall be credited by the Company to the account referred to therein in respect of the year in which the Company shall cease to run passenger services on its railway on or before the day on which it shall cease to run such services ;

- (b) As from the end of the day last referred to the provisions of the Stanley Bridge Agreement shall cease to have effect and thereupon notwithstanding the cesser of the said Agreement all such financial apportionments and payments or repayments as are provided for by the said Agreement shall be made in like manner in all respects as though such day were the 31st day of December in the year aforesaid ;
- (c) As from the end of the day aforesaid the Board shall be responsible for the maintenance of the lower portion of the Bridge and the operating machinery and for the provision of the necessary staff to operate the Bridge ;
- (d) In the course of the demolition and removal of its railway structure the Company shall remove from the upper portion of the Bridge all rails timber electric cables plugs sockets switches insulations and telephone and electric clock wires and the supports therefor (other than apparatus used in the operation of the Bridge) finishing off the same in a safe and workmanlike manner to the reasonable satisfaction of the Board ;
- (e) Until such work of removal shall have been completed the upper portion of the Bridge shall be maintained in working order by the Company to the reasonable satisfaction of the Board but upon the completion thereof in manner aforesaid the responsibility for such maintenance shall be transferred to the Board ;
- (f) Until such work of removal shall have been completed in manner aforesaid the Company shall remain entitled to use the upper portion of the Bridge in connection with the demolition and removal of its railway structure.

10. Upon the appointed day referred to in the said Bill the Company and the Board shall without any objection or requisition as regards the title of the other of them execute respectively a Conveyance and Surrender and a Lease in the terms set forth in the Schedule to this Agreement.

11. At any time after the Company shall have ceased to run passenger services on its railway all agreements subsisting between the Company and the Board shall so far as not hereby otherwise provided be capable of determination by one calendar month's previous notice in writing given by either party to the other but upon such determination no repayment shall be made of any rental paid in advance.

12. Upon the completion of the demolition and removal of such part of its railway structure as the Company is by Clause 4 hereof required to demolish and remove all lands of the Board upon which the Company's railway structure is erected shall (save and except all land comprised in the Lease referred to in Clause 10 hereof) remain and be vested in the Board freed and discharged from all subsisting rights of the Company in respect thereof.

13. The Company shall upon the appointed day repay to the Board the principal sum of £4,930 13s. 10d. loaned by the Board to the Company for the construction of the Company's Gladstone

1st SCH.
—cont.

Dock Station pursuant to an Agreement made between the Board and the Company and dated the 27th day of November 1929 together with the due proportion of interest thereon calculated to the date of such payment.

14. The said Bill shall contain—

- (a) a clause providing that all capital monies received by the Board in the winding up and dissolution of the Company in respect of the Board's holding of shares therein shall be paid into the Sinking Fund of the Board constituted pursuant to the Mersey Docks and Harbour Board Act 1936 and shall be apportioned between such divisions of the Sinking Fund in such manner or credited wholly to such one of such divisions as the Board may determine; and
- (b) a clause providing for the repeal on the liquidation of the Company of the provisions of the Company's private Acts of Parliament in so far as they in any way affect the Board and of the Board's private Acts of Parliament in so far as they relate to the Company's undertaking.

15. As between the Company and the Board the Company shall be entitled to retain for its own benefit all proceeds of the demolition and removal of the Company's railway structure and except as expressly provided in this Agreement the Board shall have no claim (otherwise than as the registered holder of any share of the Company) in the winding up of the Company.

16. The Company shall pay the stamp duties payable on or arising out of this Agreement.

17. This Agreement shall have effect subject to any alteration which Parliament may think fit to make therein. Provided always that if any material alteration shall be required either party shall be entitled forthwith to give notice to the other to determine this Agreement.

IN WITNESS whereof the parties hereto have caused their respective common seals to be affixed hereunto the day and year first before written.

THE SCHEDULE

PART I

THIS CONVEYANCE AND SURRENDER is made the day of 195 Between THE LIVERPOOL OVERHEAD RAILWAY COMPANY (hereinafter called "the Company") of the one part and THE MERSEY DOCKS AND HARBOUR BOARD (hereinafter called "the Board") of the other part

WHEREAS—

(1) The Company is seized of the freehold property hereinafter conveyed in fee simple subject to the conditions and covenants hereinafter mentioned and is also entitled to the leasehold property hereinafter surrendered and assigned for all the residue of the term

of 999 years from the 1st day of January 1888 granted by the Agreement for a Lease comprised in the Schedule to the Liverpool Overhead Railway Company Act 1888 but subject to the rent reserved by and the conditions and agreements on the part of the Company in the said Agreement for Lease contained:

1st Sch.
—cont.

(2) The said freehold and leasehold properties are held subject to the several tenancy agreements brief particulars of which are set out in the Schedule hereto:

(3) The freehold reversion immediately expectant on the term hereby granted by the Lease hereinbefore mentioned is now vested in the Board in fee simple and free from encumbrances:

(4) The Company with a view to the granting to the Company by the Board of a Lease of the said freehold properties edged blue and yellow and leasehold property edged red on the plan annexed hereto together with certain rights of support in respect of the lands edged green and hatched black respectively on the said plan has agreed to convey and surrender all the said freehold and leasehold properties edged blue yellow green and red on the said plan to the Board subject to the said tenancies:

NOW THIS DEED WITNESSETH as follows:—

In pursuance of the said Agreement and in consideration of the premises the Company as Beneficial Owner hereby—

(a) CONVEYS unto the Board ALL THOSE freehold premises in the Borough of Crosby in the County of Lancaster edged blue yellow and green on the plan annexed hereto containing 1,500 square yards 1,135 square yards and 71 square yards or thereabouts respectively To HOLD the same unto the Board in fee simple subject to the conditions and covenants contained in an Indenture dated the 11th day of June 1836 and made between the Right Honourable William Philip Earl of Sefton and the Right Honourable Charles William Molyneux of the first part James Muspratt of the second part and Mathew Dobson Lowndes of the third part so far as the same affect the property hereby conveyed and are still subsisting and capable of taking effect; and

(b) SURRENDERS AND ASSIGNS unto the Board all the leasehold premises in the said Borough of Crosby edged red on the plan annexed hereto containing in the whole 2,220 square yards or thereabouts to the intent that the term granted by the said Agreement for Lease shall forthwith merge and be extinguished in the fee simple of the property.

SUBJECT TO AND WITH THE BENEFIT OF the said tenancy agreements referred to in the said Schedule hereto and the right reserved to the Company their successors and assigns by a Conveyance dated the 23rd day of April 1937 and made between the Board of the one part and the Urban District Council of Waterloo-with-Seaforth of the other part to construct buildings projecting over Crosby Road South in the said Borough of Crosby and to erect thereon pillars and other supports for such buildings AND SUBJECT to the further intent that the Board shall forthwith grant to the Company a lease of all the

1st SCH.
—cont.

said premises edged yellow blue and red on the said plan annexed hereto together with certain rights of support in respect of the said land edged green and in respect also of certain other adjoining land hatched black on the said plan on the northerly side thereof forming part of Crosby Road South aforesaid.

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be affixed hereunto the day and year first before written.

THE SCHEDULE above referred to

Date of Agreement	Tenant	Particulars of property	Term	Rent
15th November 1946	The Liverpool City Caterers Limited	Premises Fort Road Seaforth	Annual tenancy from 1st January 1947 determinable by either party on 3 months' notice	£75 per annum
15th November 1946	W. E. McLachlan (Liverpool) Limited	Premises at the corner of Crosby Road South and Fort Road Seaforth aforesaid	10 years from 1st January 1941	£100 per annum
15th November 1946	Stewart Thompson & Sons (Liverpool) Limited	Portion of ground floor of Carriage Shed at Seaforth aforesaid	10 years from 1st January 1941	£200 per annum
1st October 1947	The Durable Welding Company Limited	Portion of ground floor of Carriage Shed at Seaforth aforesaid	10 years from 1st May 1948	£145 per annum
9th January 1951 (Supplemental Agreement dated 17th February 1954)	British Transport Commission	Premises Crosby Road South Seaforth aforesaid	3 years from 1st October 1953	£350 per annum

PASSED under the Common Seal of The
Liverpool Overhead Railway Company
in the presence of—

PASSED under the Common Seal of The
Mersey Docks and Harbour Board—

PART II

1ST SCH.
—cont.

THIS LEASE made the _____ day of _____
 One thousand nine hundred and fifty- _____ Between THE MERSEY
 DOCKS AND HARBOUR BOARD (hereinafter called "the Board") of
 the one part and THE LIVERPOOL OVERHEAD RAILWAY COMPANY
 (hereinafter called "the Lessees" which expression shall include
 their permitted assigns) of the other part WITNESSETH that in con-
 sideration of the rent charges and covenants on the part of the Lessees
 hereinafter reserved and contained the Board DO HEREBY DEMISE
 unto the Lessees ALL THAT piece of land situate on the Northerly Parcels.
 side of Fort Road and on the Westerly side of Crosby Road South
 in the borough of Crosby in the County of Lancaster comprising
 the aggregate of the several pieces or parcels of land edged yellow
 blue and red respectively on the plan annexed hereto and containing
 respectively 1,500 square yards 1,135 square yards and 2,220 square
 yards or thereabouts TOGETHER with the right to construct buildings
 over and to erect pillars and other supports to those buildings on
 the land edged green on the said plan subject to the following pro-
 visions namely (a) the lowest portion of the said buildings shall not
 be lower than the level of the existing overhead railway in Crosby
 Road South aforesaid (b) the buildings shall not project beyond
 the eastern boundary of the said land edged green (c) no pillars or
 other supports shall be constructed thereon except such as may be
 necessary for the support of the overhead structure and (d) the pillars
 and supports shall be in such positions as the Corporation of Crosby
 may approve (which piece of land comprising the aggregate as
 aforesaid with the buildings fixtures erections and other works which
 now are or may during the term hereby created be erected or placed
 thereon are hereinafter referred to as "the premises") but except and
 reserving unto the Board the free and uninterrupted passage and
 running of water and soil gas and electricity from and to other
 buildings and land of the Board through the sewers drains water-
 courses gas pipes and electric wires which now are or may during
 the term hereby created be over upon in or under the premises To
 HOLD the same (subject to and with the benefit of all tenancy agree-
 ments affecting the same) unto the Lessees for the term of fifty years Term.
 from the _____ day of _____ One thousand nine hundred Commencement
 and fifty _____ inclusive but determinable nevertheless as of term.
 hereinafter provided YIELDING AND PAYING for the premises during
 the said term the yearly rent of one peppercorn if demanded : Rent.

1. And the Lessees hereby covenant with the Board as follows Lessees'
 namely :— covenants.

- (i) That they will pay the rent at the times and in the manner Rent.
 at and in which the same are hereby respectively reserved
 and made payable ;
- (ii) That they will discharge and bear all rates taxes charges Rates and
 duties burdens impositions assessments and outgoings what- taxes.
 soever whether Parliamentary Parochial or of any other
 description which now are or may at any time during the
 term hereby created be assessed charged or imposed upon
 the premises or any part thereof or on the owner or
 occupier thereof ;

- 1st SCH.
—cont.
- Assignment or sub-letting. (iii) That without the previous consent in writing of the Board they will not assign sub-let or part with the possession of the premises or of any part thereof nor stand possessed of the same upon any trust to assign or dispose thereof ;
- User of premises. (iv) That they will not use the premises for any purpose which in the opinion of the Board is or is likely to constitute a nuisance or to be dangerous obnoxious or offensive ;
- Byelaws. (v) That they will obey all the Byelaws and Regulations of the Board in force from time to time so far as the same apply to the premises ;
- Fire. (vi) That they will adopt every precaution that may be necessary or expedient to prevent damage by fire or by any other cause and will obtain the approval of the Engineer-in-Chief of the Board to any gas or electric installations which may from time to time be laid down at the premises for the purpose of the Lessees' business.
- Advertisements. (vii) That they will not erect or put up any sign or advertisement at the premises without first obtaining the consent in writing of the Board which may be subject to such terms and conditions as the Board may consider necessary Provided always that such consent shall not be required in respect of such signs and advertisements as are at the date hereof already erected ;
- Indemnity. (viii) That they will be responsible for and provide against all risks and contingencies whatsoever that may arise in respect of their occupation or use of the premises and will indemnify the Board against all proceedings claims and expenses (including costs as between Solicitor and own Client) whatsoever arising out of or in consequence of the business carried on at the premises or of the condition of the premises or the machinery plant or fittings thereat or works ancillary thereto or of any act neglect or default of the Lessees their contractors or agents or their respective servants:
The Lessees will also pay to the Board full compensation for all damage done to or suffered by the estate property or works of the Board and arising as aforesaid ;
- Telephones etc. (ix) That they will permit the Board and all persons authorised by them to enter upon the premises to place or affix gas oil water drain and other pipes and telegraphic telephonic and electric wires poles cables and accessories over upon in or under the premises and to repair alter or remove any or all of such pipes wires poles cables and accessories as now are or may during the term hereby created be so placed or affixed the Board making good at their expense to the satisfaction of the Lessees all damage to the premises caused thereby ;
- Assignee to covenant with the Board. (x) That on every assignment or underlease or tenancy agreement the assignee underlessee or tenant as the case may be shall directly covenant with the Board to observe and perform the covenants and conditions herein contained including a covenant not further to assign or underlet or part with the possession of the demised premises or any

part thereof without such consent as aforesaid and in the case of an assignment to pay the rent hereby reserved ;

1ST SCH.
—cont.

- (xi) That they will comply during the said term with all the requirements of any Statute for the time being in force or any Statutory Instrument or Regulations made thereunder in connection with the premises or the business carried on thereat whether imposed on the owner or occupier of the premises and shall indemnify the Board from and against all claims and demands in respect thereof.

Compliance with
statutory
requirements.

2. PROVIDED ALWAYS AND IT IS HEREBY AGREED as follows:—

- (i) That the Lessees shall not have or become entitled to any right of light or air which will interfere with the free use and enjoyment for any purpose whatsoever of any other land or buildings ;
- (ii) That the Board shall not be at any expense in connection with the premises and all machinery plant fittings and goods thereat shall be at the sole risk and expense of the Lessees ;
- (iii) That the Lessees shall not claim nor have any claim for compensation for any buildings fixtures sewers drains tanks pipe lines erections or other works machinery plant and fittings which are now or may hereafter be erected or placed at the premises but the Lessees may (all rent due hereunder having previously been paid) and if called upon to do so by the Board shall during the last twenty-four months of the term hereby created at their own cost remove any buildings fixtures sewers drains tanks pipe lines erections or other works machinery plant or fittings erected or placed as aforesaid at the premises and shall also at their own cost if so required after such removal or taking away make good the premises to the satisfaction of the Engineer-in-Chief of the Board ;
- (iv) That if the premises or any part thereof are required for the purpose of erecting a transit shed or improving or making alterations to the Dock Estate or of developing the trade of the Port the Board may determine the term hereby created at any time by giving to the Lessees twenty-four calendar months' notice in writing to quit and immediately upon the expiration of the said notice to quit this Lease shall be void and of no effect except only for the purpose of enforcing the payment of rent and performance of the covenants up to the determination of the term hereby created Provided always that in the event of the Board's so determining the term hereby created the Lessees shall be entitled to the payment of compensation by the Board in like manner and to the same extent in all respects as if the premises were land designated by a development plan under the Town and Country Planning Act 1947 as subject to compulsory acquisition by the Board as statutory undertakers and were acquired by the Board compulsorily in accordance with the provisions of that Act ;
- (v) That if the rent hereby reserved or any part thereof shall be in arrear or if the Lessees shall do or omit to do any

Light and air.

Board to be at
no expense.

Removal of
buildings.

Determination
of term.

Re-entry.

1st SCH.
—cont.

act or thing whatsoever in breach or non-performance or non-observance of any of the covenants or agreements herein contained and on their part to be performed and observed or if the Lessees shall make compositions with their creditors or declare that they hold the premises upon any trust or carry on their business under a supervision order or if the Lessees (being a company) shall enter into liquidation whether compulsorily or voluntarily (not being a voluntary liquidation for the purpose of reconstruction) or (being a person or firm) be adjudicated bankrupt or if a Receiver be appointed or a Sequestration Order be made in respect of the Lessees' property or if any execution or distress be levied upon any part of the premises then and thenceforth in any of the said events and at all times afterwards it shall be lawful for the Board to enter in and upon the premises or any part thereof in the name of the whole and expel the Lessees therefrom without giving notice to quit and upon such entry the rights of the Lessees herein shall absolutely cease and determine but without prejudice to the rights of the Board with respect to the rent in arrear or in respect of any breach of the covenants by the Lessees herein contained.

3. And the Board hereby covenant with the Lessees:—

Quiet
enjoyment.

That the Lessees paying the rent and other sums hereby made payable and performing and observing all and singular the terms covenants provisos and agreements herein contained may peaceably and quietly hold and enjoy the premises without any interruption by the Board or any person lawfully claiming by from or under them.

IN WITNESS whereof the Board to one part of these presents delivered to the Lessees have affixed their Common Seal and to a Counterpart thereof remaining with the Board the Lessees have affixed their Common Seal the day and year first before written

PASSED under the Common Seal of The
Mersey Docks and Harbour Board—

PASSED under the Common Seal of The
Liverpool Overhead Railway Company
in the presence of—

PASSED under the Common Seal of The
Liverpool Overhead Railway Company
in the presence of—

ALBERT BUCKLEY

Director.

HUGH T. NICHOLSON

Secretary.

PASSED under the Common Seal of The
Mersey Docks and Harbour Board—

F. M. EVANS

Assistant Secretary.

SECOND SCHEDULE

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The unrepealed provisions of the Liverpool Overhead Railway Act 1892.

The unrepealed provisions of the Liverpool Overhead Railway Act 1899.

The unrepealed provisions of the Liverpool Overhead Railway Act 1900.

Liverpool Overhead Railway Act 1911.

PART II

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Mersey Docks and Harbour Board Act 1889—

- Section 4 (Power to make railway);
- Section 5 (As to lateral and vertical deviation);
- Section 6 (Period for compulsory purchase of lands);
- Section 7 (Power to take easements &c. by agreement);
- Section 9 (Period for completion of works);
- Section 10 (Restriction on taking houses of labouring class);
- Section 11 (For the protection of the Corporation of Liverpool);
- Section 12 (For protection of Customs depots &c.);
- Section 13 (Tolls &c. on Railway);
- Section 15 (Board to abandon part of authorised Railway No. 1 of 1882 and Railway No. 2A of 1887);
- Section 16 (Compensation for damage to land by entry &c. for purposes of railways abandoned);
- Section 17 (Compensation to be made in respect of portions of railways abandoned);
- Section 18 (Confirmation of agreement in schedule and modification of agreement of 1888);

The schedule

2ND SCH.
—cont.

Mersey Docks (Various Powers) Act 1893—

Section 9 (For the protection of the Liverpool Overhead
Railway Company).

Mersey Docks Act 1897—

Section 15 (Confirming agreement with Overhead Railway
Company).

Mersey Docks and Harbour Board Act 1903—

Section 8 (For protection of Liverpool Overhead Railway
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Mersey Docks and Harbour Board Act 1906—

Section 31 (Overhead railway. Power to sell or lease lands
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Mersey Docks and Harbour Board Act 1923—

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of way);

Section 13 (Confirmation of scheduled agreement);

Section 15 (Correction of errors in deposited plans and book
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Section 16 (Period for compulsory purchase of lands);

Section 17 (Persons under disability may grant easements
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The schedule.



Table of Statutes referred to in this Act

Short title	Session and chapter
Telegraph Act 1878	41 & 42 Vict. c. 76.
Mersey Docks and Harbour Board (Overhead Railways) Act 1882.	45 & 46 Vict. c. cciv.
Mersey Docks and Harbour Board (Overhead Railways) Act 1887.	50 & 51 Vict. c. cxxxix.
Liverpool Overhead Railway Company Act 1888	51 & 52 Vict. c. cx.
Mersey Docks and Harbour Board Act 1889	52 & 53 Vict. c. cxl.
Liverpool Overhead Railway Act 1892	55 & 56 Vict. c. cxii.
Mersey Docks (Various Powers) Act 1893	56 & 57 Vict. c. clxii.
Mersey Docks Act 1897	60 & 61 Vict. c. clxx.
Liverpool Overhead Railway Act 1899	62 & 63 Vict. c. clv.
Liverpool Overhead Railway Act 1900	63 & 64 Vict. c. ccclxxxviii.
Mersey Docks and Harbour Board Act 1903	3 Edw. 7 c. cxxi.
Mersey Docks and Harbour Board Act 1906	6 Edw. 7 c. xl.
Liverpool Overhead Railway Act 1911	1 & 2 Geo. 5 c. lxxi.
Mersey Docks and Harbour Board Act 1923	13 & 14 Geo. 5 c. xxiii.
Road Transport Lighting Act 1927	17 & 18 Geo. 5 c. 37.
Mersey Docks and Harbour Board Act 1936	26 Geo. 5 & 1 Edw. 8 c. xxvii.
Town and Country Planning Act 1947	10 & 11 Geo. 6 c. 51.
Companies Act 1948	11 & 12 Geo. 6 c. 38.
Arbitration Act 1950	14 Geo. 6 c. 27.

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