



CHAPTER cviii.

An Act to confer further powers on the Manchester Ship Canal Company with respect to their Surplus Lands and for other purposes. A.D. 1897.
[15th July 1897.]

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

The Manchester Ship Canal Act 1885 (in this Act called "the Act of 1885"); 48 & 49 Vict.
c. clxxxviii.

The Manchester Ship Canal (Additional Lands) Act 1888;

51 & 52 Vict.
c. cxi.

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

51 & 52 Vict.
c. clxi.

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

53 & 54 Vict.
c. lxxiv.

The Manchester Ship Canal (Various Powers) Act 1890;

53 & 54 Vict.
c. cccxvii.

The Manchester Ship Canal Act 1893;

56 & 57 Vict.
c. iii.

The Manchester Ship Canal Act 1894; and

57 & 58 Vict.
c. clxix.

The Manchester Ship Canal Act 1896

59 & 60 Vict.
c. clxxxii.

have from time to time for the purposes of or in connexion with the construction of their canal from Eastham to Manchester and the docks connected therewith at Manchester Salford and Warrington and otherwise for the purposes of their undertaking acquired various lands in the counties of Lancaster and Chester as to some of such lands under the compulsory powers by the said Acts or some or one of them conferred upon the Company as to others of them by agreement with the owners lessees and occupiers thereof and as to others in pursuance of the express provisions in that behalf contained in the said Acts or some or one of them and as to others by the requisition of the owners thereof under special provisions contained in the said Acts or some or one of them:

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

Section 59 That the Company might grant (but without fine) leases of any of such lands which might not be required for the purposes of the canal or its incidental works or for the

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other purposes of the Company or to enable them to comply with the provisions of that Act for any terms not exceeding ninety-nine years for the construction or erection thereon of docks basins lay-byes shipyards wharves landing places warehouses sheds and other buildings and conveniences calculated to promote or facilitate the business of the Company :

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

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

54 & 55 Vict.
c. clxxxi.

And whereas under the powers of the Manchester Ship Canal Act 1891 (in this Act called "the Act of 1891") the mayor aldermen and citizens of the city of Manchester (in this Act called "the corporation") have lent to the Company on the security of mortgage debentures issued by the Company under the powers of that Act and therein and in this Act referred to as "new debentures" the sum of three million pounds And it is by section 26 of the Act of 1891 provided that so long as any new debentures shall be in the hands of the corporation the Company shall if and so far as the corporation so require apply to the redemption of such new debentures in the hands of the corporation any capital sums in the possession of the Company not then required for the purposes of their undertaking :

56 & 57 Vict.
c. xxiii.

And whereas by the Manchester Ship Canal (Additional Capital &c.) Act 1893 the corporation were authorised to lend to the Company an additional two million pounds and it was provided that the Act of 1891 should be read and construed as if the expression "five million pounds" had been inserted throughout in lieu of the expression "three million pounds" :

56 & 57 Vict.
c. lxxiii.

And whereas by the Manchester Ship Canal (Surplus Lands) Act 1893 (in this Act called "the Surplus Lands Act 1893") it was enacted to the following effect (that is to say) :—

Section 3 That sections 59 60 and 61 of the Act of 1885 should extend and apply and be deemed at all times since the passing of the Act of 1885 to have extended and applied to all lands of the Company whether acquired under the compulsory powers conferred upon the Company or otherwise howsoever :

Section 4 That the Company might notwithstanding anything contained in section 127 of the Lands Clauses Consolidation Act 1845 sell or exchange and convey any of their surplus lands in consideration either wholly or partially of a gross sum or of an annual rentcharge to be charged upon or issuing out of the lands so sold or given in exchange : A.D. 1897.
—

Section 5 That the Company might sell any rentcharges so reserved and the reversion of any lands so let or leased provided every such rentcharge were sold within twenty years from the date of its creation :

Section 9 That all purchase moneys received by the Company in respect of any such sale and all rentcharges reserved or made payable under the powers of the Surplus Lands Act 1893 should if not required for the purposes of the canal undertaking and if the corporation so required be applied in the first instance to the redemption of the new debentures in the hands of the corporation and subject to any such requirements and so far as such requirements should not extend should be applied in paying off the moneys borrowed by the Company on mortgage or redeeming any debentures or debenture stock then or thereafter to be issued by the Company in order of their priority :

Section 11 That nothing should prejudice any provision in any Acts relating to the Company or any agreement theretofore or thereafter to be entered into by the Company conferring any right of pre-emption of any surplus lands or giving any right of wharfage :

And whereas it is expedient that the Company be authorised to raise money by mortgage or charge of all or any of their surplus lands including the reversion in lands leased and of all or any rentcharges created or to be created under the powers of the Surplus Lands Act 1893 :

And whereas it is expedient to enable leases to be granted by the Company of land for the erection thereon of warehouses transit sheds and other buildings calculated to promote or facilitate the business of the Company and to authorise the lessees to grant and the Company to accept sub-leases of such warehouses transit sheds and other buildings when erected :

And whereas it is expedient to limit the liability of the owners of any vessel in the event of injury being caused to the canal by such vessel without the actual fault or privity of the owners thereof :

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

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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 Manchester Ship Canal Act 1897.

Interpretation.

2. In this Act—

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

“Lands” whether or not in conjunction with the word “surplus” extends to lands messuages buildings tenements and hereditaments of any tenure and includes rentcharges created under the powers of the Surplus Lands Act 1893 and any estate or interest therein respectively ;

“Lease” and “underlease” include an agreement for a lease or underlease and “lessee” and “underlessee” include the assign of any lease or underlease and any person entitled to the lessee's or underlessee's interest under any such agreement ;

“Building” includes erections and buildings of every description ;

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

“Vessel” includes every description of vessel whether British or foreign used in navigation.

Power to mortgage surplus lands.

3.—(1) With the previous consent in writing of the corporation under the hand of their town clerk the Company may in addition to any moneys which they may have been authorised to borrow in pursuance of the recited Acts from time to time borrow any money on the security of all or any of their surplus lands and for the purpose of securing borrowed money and interest thereon may mortgage or charge such surplus lands to any person advancing such moneys.

(2) Every such mortgage or charge may contain such power of sale and such other powers and provisions (including a provision for a loan for a specified period) and covenants for securing the repayment of the moneys advanced as may be reasonably required by the person advancing such moneys.

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(3) The Company may if and when they think fit sell any lands included in any such mortgage either subject thereto or wholly or in part discharged therefrom. A.D. 1897.

(4) The provisions of section 7 (How sales and leases may be made) of the Surplus Lands Act 1893 so far as they relate to the sale of lands and are applicable for the purpose of this section shall extend and apply to and in relation to any sale made under the provisions of this section.

(5) Any such mortgage or charge may when due be redeemed by the corporation.

4.—(1) The Company may grant leases of any lands for the time being belonging to the Company for any terms not exceeding ninety-nine years to any persons corporations or companies (such corporations or companies being capable at law of accepting such leases) who shall covenant to improve such lands by laying out money in the construction or erection thereon of docks basins lay-byes shipyards wharves landing places warehouses sheds or other buildings or conveniences calculated to promote or facilitate the business of the Company and they may also grant to such lessees the use (during the continuance of their respective leases) of such wharfage water space quayage and other easements as may be requisite for the purpose of the trade or business to be carried on in or at the places and buildings so to be constructed or erected and as will not interfere with the general traffic and use of the canal and docks. Power to lessee to grant and Company to accept underlease.

(2) Every such lease shall be made without fine but may be made with and subject to such exceptions reservations yearly or other rents or payments covenants conditions powers and provisions (including provisions for determining the same) as the parties thereto mutually agree on. Provided that in every such lease due provision be made for securing the payment performance and observance by the lessees thereunder of the rents (if any) covenants and provisions in and by such leases respectively reserved and contained and on their part to be performed and observed. Provided also that a duplicate or counterpart of every such lease be executed by the lessees therein named and delivered to the Company.

(3) The lessees of any lands leased by the Company for the purposes aforesaid or any of them may grant to the Company and the Company may accept underleases thereof or any part thereof and of any buildings which may be erected thereon for such term or terms of years upon such terms and conditions and in consideration of such yearly or other rents or of such other payments and with and subject to such covenants rights and

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A.D. 1897. provisions (including provisions for the determining of any such underlease) as may be agreed on between the Company and such lessees and the Company may agree to accept such an underlease at the same time as or after they make or agree to make the lease.

(4) Any such lease or underlease as in this section is mentioned which may have been or as may hereafter be granted by or to the Company in pursuance of any agreement heretofore entered into shall be valid and free from objection notwithstanding that the Company may not have had power to enter into the same.

(5) Notwithstanding anything in this section contained the Company shall not at any time hereafter lease any lands for the time being belonging to them of which they intend to accept an underlease without obtaining the previous consent in writing of the corporation under the hand of their town clerk to such lease and underlease but such consent shall not be required as regards any lease or underlease contracted for by the Company prior to the eleventh day of February one thousand eight hundred and ninety-seven.

Confirming
agreement
with Man-
chester Ship
Canal Ware-
housing
Company
Limited.

5. The agreement dated the twenty-sixth day of April one thousand eight hundred and ninety-five and made between the Company of the one part and the Manchester Ship Canal Warehousing Company Limited of the other part and set forth in the schedule to this Act is hereby confirmed and made binding on the Company and the said Manchester Ship Canal Warehousing Company Limited accordingly.

Receipt of
Company to
be effectual
discharge.

6. The receipt of the Company for any moneys payable to the Company by virtue of this Act shall effectually discharge the person paying the same therefrom and from being bound to see to the application or being answerable for the loss misapplication or non-application thereof.

Application
of moneys to
be received
by Company
under Act.

7. All moneys received by the Company in respect of any mortgage or charge made in pursuance of this Act and not required for the purposes of the undertaking shall at the request of the corporation be applied in the first instance to the redemption of the new debentures in the hands of the corporation and subject to any such request and so far as such request shall not extend shall be applied in paying off the moneys borrowed by the Company on mortgage or redeeming by agreement with the holders thereof any debentures or debenture stock now or hereafter to be issued by the Company in order of their priority.

Saving
certain rights
under the

8. Nothing contained in or to be done under the powers of this Act shall be construed or operate to alter diminish prejudice or

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affect any provision contained in the recited Acts or any of them or any other Acts relating to the Company or any agreement heretofore or hereafter to be entered into by the Company which confers any right of pre-emption of any surplus lands of the Company on any person named or referred to in such provision or agreement or which requires the re-sale or re-conveyance of any such surplus lands to any such person or which gives to any such person any right of wharfage.

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recited Acts
and under
certain agree-
ments.

9. The owners of any vessel or of any share in such vessel which without actual fault or privity of the owners shall cause any injury or damage to the portion of the canal extending from the entrance at Eastham (including that entrance) up to the westerly end of the pier of the Mode Wheel Locks or to the banks locks or works comprised in such portion shall not be liable in respect of such injury or damage to an amount exceeding eight pounds for every registered ton of such vessel.

Limiting
liability of
shipowners
for damage
to canal.

The following provisions of Part VIII. (Liability of Shipowners) of the Merchant Shipping Act 1894 (that is to say) :—

Sub-section (2) of section 503 ; and

Sections 504 to 506 and 508

shall extend and apply mutatis mutandis to and for the purposes of this section.

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

Expenses of
Act.

A.D. 1897.

SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the twenty-sixth day of April One thousand eight hundred and ninety-five between the MANCHESTER SHIP CANAL COMPANY (herein-after called "the Canal Company") of the one part and the MANCHESTER SHIP CANAL WAREHOUSING COMPANY LIMITED (herein-after called "the Warehouse Company") of the other part.

1. The Canal Company shall grant to the Warehouse Company and the Warehouse Company shall accept a lease for a term of ninety-nine years from the twenty-fifth day of March one thousand eight hundred and ninety-five at a peppercorn rent of sites to be selected as herein-after mentioned within the area of land situate in Salford and Stretford in the county of Lancaster which is edged green on the plan hereunto annexed.

2. The said lease shall contain the following covenants and provisions namely:—

A. Covenants by the Warehouse Company—

(i) To improve the demised lands by laying out a sum of money not being less than 90,000*l.* nor more than 100,000*l.* in the erection on the demised lands of warehouses or other buildings calculated to promote or facilitate the business of the Canal Company;

(ii) That the works shall be carried out for and on behalf of the Warehouse Company by contractors (employed by the Warehouse Company and approved by the Canal Company) in accordance with a contract or contracts to be submitted to and approved by the Canal Company and with plans and specifications prepared by an architect to be appointed by the Canal Company and under the direction and superintendence and control of such architect;

(iii) That the several warehouses and buildings shall be completed promptly and within reasonable times to be specified by the architect of the Canal Company and stated in the contracts between the Warehouse Company and their contractor. Provided that in case of delay in such completion through the default of such contractor the measure of damages in respect of such delay as between the Canal Company and the Warehouse Company under this covenant shall be limited to the damages which the Warehouse Company shall (without any default on their part) be able to recover against such contractors under the stipulations to be specified by such architect and to be inserted in the contracts between the Warehouse Company and their contractors;

(iv) That the Warehouse Company and their contractors shall obey all reasonable instructions given to them by the Canal Company or their agents as to not obstructing or interfering with any of the

Canal Company's roads during the construction of the said warehouses and buildings; A.D. 1897.

- (v) To pay all rates taxes charges assessments and outgoings whatsoever whether Parliamentary parochial local or of any other description (except property tax);
- (vi) To maintain the aforesaid warehouses and buildings both internally and externally in good and substantial repair and condition and to rebuild the same when and so often as occasion shall require and to insure and keep insured to the amount of half the value thereof each of the aforesaid warehouses and buildings;
- (vii) To produce receipts for the last premiums within fourteen days after each premium has been paid;
- (viii) Not to permit any chemical works to be erected upon the demised land and not to use the demised land or any buildings for the time being thereon so as to create a nuisance:

B. A demise by the Canal Company to the Warehouse Company of such rights of way over the Canal Company's adjoining roads and such other easements if any as may be necessary or convenient for the purpose of erecting the said warehouses and buildings and using the same when erected:

C. A power of re-entry for breach of any of the lessees covenants:

D. A special proviso that if the lessors shall be desirous of determining the lease on any twenty-fifth day of June or twenty-fifth day of December and of such desire shall give to the lessees not less than twelve calendar months previous notice in writing and shall on or before the half-yearly day fixed by such notice for the determination of the lease pay to the lessees the moneys herein-after defined as "the aggregate outlay of the Warehouse Company" together with a bonus of ten per centum thereon then and in such case the Warehouse Company shall accept such payment and the lease shall determine on the half-yearly day so fixed:

E. The usual covenant by the lessors for quiet enjoyment and a covenant by them to maintain in good repair and condition any road or roads for the time being belonging to them and adjoining or leading to the demised land:

F. An arbitration clause corresponding to the arbitration clause herein-after contained.

3. The said lease and a counterpart thereof shall be prepared by the Canal Company's solicitors at the cost of the Warehouse Company.

4. The sites to be included in the said lease shall be selected by the Canal Company and communicated to the Warehouse Company as follows namely Sites for warehouses or other buildings of the nature aforesaid to cost at least 60,000*l.* within one calendar month from the date hereof and sites for the remaining warehouses and buildings within two calendar months from the date hereof With regard to any buildings which may be erected on land on the south side of the canal the covenants and provisions contained in the conveyance of that land from Sir Humphrey de Trafford and his trustees shall be observed.

5. The Warehouse Company or their contractors shall be let into possession of each site to be comprised in the said lease as from the date when such site

A.D. 1897. shall have been fixed without waiting for the said lease to be actually granted and shall hold the same pending the execution of the lease on the same terms and conditions and shall by virtue of this agreement be under the same obligations in respect of building and otherwise as if the lease had been actually granted. And as and when each separate warehouse or other building to be erected under these presents shall be completed so as to be reasonably fit for occupation or use the Canal Company shall be let into and take possession thereof as tenants thereof to the Warehouse Company at a yearly rent equivalent to five and a half per centum upon the amount admitted or determined by arbitration to have been spent by the Warehouse Company on or in respect of the said warehouse or building such tenancy to commence on the completion of the warehouse or building in question and to continue until the commencement of the underlease herein-after mentioned.

6. The amount herein-before referred to as "the aggregate outlay of the Warehouse Company" which together with bonus is to be paid by the lessors to the lessees for the determination of the said lease under the special provision in that behalf herein-before referred to shall be the aggregate amount of the following moneys costs expenses and interest namely:—

- A. All moneys laid out by the Warehouse Company up to the time of the granting of the underlease herein-after mentioned in the erection of warehouses or other buildings under these presents or under the lease to be granted to the Warehouse Company in pursuance thereof or in payment of architect's commission thereon:
- B. All moneys paid by the Warehouse Company for insuring such warehouses and buildings or for rates taxes or other outgoings in respect thereof before the grant of the underlease herein-after mentioned:
- C. All moneys costs and expenses paid or incurred by the Warehouse Company down to the time of the granting of the said underlease of and incident to the negotiations for and the preparation execution and stamping of this agreement or the said lease to be granted to the Warehouse Company or the counterpart thereof and of otherwise carrying this agreement into effect:
- D. All costs and expenses incurred down to the time aforesaid of and incident to the formation of the Warehouse Company and the subscription of its original share capital including stamps brokerage and legal expenses:
- E. Interest on all the said moneys costs and expenses at the rate of four per centum per annum from the time of expenditure down to the time fixed for the commencement of the rent to be reserved by the said underlease or in the case of moneys spent on or in respect of warehouses or other buildings of which the Canal Company shall under the provision in that behalf herein-before contained become tenants before the said underlease shall have been granted down to the commencement of such tenancy.

If the amount to be so paid for the determination of the lease shall have been ascertained at the time when the said lease is actually granted it shall be inserted in the lease and if it shall not then have been ascertained it shall be ascertained as soon as may be afterwards by agreement or arbitration and a

memorandum of the amount as so ascertained shall be endorsed on the lease and a counterpart thereof and signed by the parties hereto or their agents. A.D. 1897.

7. The title of the Canal Company to the area of land within which the sites to be included in the said lease must be situate having been investigated before the execution of this agreement the Warehouse Company shall accept the Canal Company's title to the premises to be comprised in the said lease without objection or further investigation.

8. When and so soon as all the said warehouses and buildings shall have been completed so as to be reasonably fit for occupation or use the Warehouse Company shall grant to the Canal Company and the Canal Company shall accept an underlease thereof for the residue of the term of ninety-nine years to be created by the head lease mentioned in clause 1 except the last day thereof if such head lease shall so long last at a yearly rent equivalent to five and a half per centum upon the amount of the aggregate outlay of the Warehouse Company as herein-before defined (but without any bonus thereon) such rent to commence from the date when all the said warehouses and buildings shall be completed as aforesaid and to be payable half-yearly on the twenty-fourth day of June and twenty-fourth day of December.

9. The said underlease shall contain the following covenants and provisions namely:—

A. Covenants by the Canal Company—

- (i) To pay the said rent ;
 - (ii) To pay all rates taxes charges assessments and outgoings whatsoever whether Parliamentary parochial local or of any other description (except property tax) ;
 - (iii) To maintain the demised warehouses and buildings both internally and externally in good and substantial repair and condition and to rebuild the same when and so often as occasion shall require and to insure and keep insured in the name of the Warehouse Company to the amount of half the value thereof each of the aforesaid warehouses and buildings in some insurance office or offices to be approved of by the Warehouse Company ;
 - (iv) To produce receipts for the last premiums within fourteen days after each premium has been paid ;
 - (v) Not to permit any chemical works to be erected upon the demised land and not to use the demised land or any buildings for the time being thereon so as to create a nuisance ;
 - (vi) Not to assign the demised premises or any part thereof without the written consent of the Warehouse Company and not to underlet or part with possession of any part thereof otherwise than in the ordinary course of a warehousing business (and not in any case for a term exceeding seven years) without the like consent ;
 - (vii) To perform and observe such other if any of the lessees covenants contained in the head lease as may still remain to be performed or observed :
- a. A power of re-entry on non-payment of rent within thirty days after it becomes due whether such payment shall have been legally demanded or not or in breach of any of the lessees covenants :
 - c. The usual covenant by the lessors for quiet enjoyment :

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A.D. 1897. D. An arbitration clause corresponding to the arbitration clause to be inserted in the head lease.

10. The said underlease and a counterpart thereof shall be prepared by the Warehouse Company's solicitors at the cost of the Canal Company.

11. If shares in the Warehouse Company to the nominal amount of 100,000*l.* shall not have been subscribed and allotted within two calendar months from the date hereof the Canal Company may rescind this agreement.

12. If any dispute or difference shall arise concerning the form or contents of the said lease or underlease or as to the details of parcels or easements or the terms of covenants or stipulations or as to the amount of the rent to be reserved by the underlease or in respect of occupation by the Canal Company pending the granting of an underlease or the amount of the moneys to be paid by the Canal Company for the privilege of determining the said lease under the special provision in that behalf herein-before referred to or otherwise concerning this agreement or the said lease or underlease or the construction or operation thereof or the rights duties or liabilities of either party thereunder such dispute or difference shall be referred to a single arbitrator pursuant to the Arbitration Act 1889.

In witness whereof the respective companies have hereunto affixed their respective common seals the day and year first before written.

The common seal of the Manchester Ship Canal Company was
hereunto affixed in the presence of

L.S.

A. MARSHALL }
A. LLOYD } Directors.
A. H. WHITWORTH Secretary.

The common seal of the Manchester Ship Canal Warehousing
Company Limited was hereto affixed in the presence of

L.S.

JOHN ALEX. BEITH }
ERNEST AGNEW } Directors.
GEO. A. LUMSDEN Secretary.

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