



CHAPTER xci

An Act to empower Cammell Laird and Company (Shipbuilders and Engineers) Limited to acquire Rock Ferry Pier and to construct new works in the river Mersey and for other purposes. [2nd August 1956.]

WHEREAS by a memorandum and articles of association certain persons described in the memorandum and thereto subscribing formed themselves into a company which was incorporated under the Companies Act 1948 and was registered on the seventh day of December one thousand nine hundred and fifty-three under the name of Cammell Laird and Company (Shipbuilders and Engineers) Limited (hereinafter called "the Company"):

And whereas among the objects for which the Company was established were the following:—

- (a) to carry on business as builders and repairers and breakers of ships vessels boats and aircraft of all kinds contractors for the construction and repair of ships shipowners and charterers bargeowners tugowners and contractors;
- (b) to purchase take on lease or in exchange hire or otherwise acquire and hold for any estate or interest any lands buildings easements rights privileges ships barges and any real or personal property of any kind necessary or convenient for the purposes of or in connection with the Company's business or any branch or department thereof:

And whereas the Company now carry on business on the west shore of the river Mersey in the county borough of Birkenhead as shipbuilders ship repairers and engineers and operate extensive works in the county borough:

And whereas the present facilities on the river Mersey for the gas freeing tank cleaning testing and repair of vessels and for enabling both vessels about to undergo repair and others to discharge or deposit oil residues ashore are insufficient to meet the anticipated requirements of shipping and it would be of great public and local advantage if additional facilities were provided by the Company:

And whereas pursuant to the provisions of the Birkenhead Corporation (Ferries) Act 1897 the Birkenhead Corporation (hereinafter referred to as "the corporation") purchased a ferry known as Rock Ferry together with all piers landing stages lands buildings plant property and rights belonging thereto or connected therewith and constructed a new pier and landing stage and other works in connection with Rock Ferry (hereinafter referred to as "Rock Ferry Pier") which are no longer used for ferry purposes:

And whereas by an agreement dated the twenty-ninth day of March one thousand nine hundred and fifty-six (which agreement is set forth in the schedule hereto) the corporation have agreed to transfer to the Company Rock Ferry Pier and certain adjoining lands and works in accordance with the terms and conditions set out in the agreement hereinbefore mentioned and it is expedient that this agreement should be confirmed:

And whereas it is expedient to empower the Company to abandon part of Rock Ferry Pier and to acquire lands and construct new works in connection with the remaining portion of Rock Ferry Pier as in this Act provided:

And whereas it is expedient that the other provisions of this Act be enacted:

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

And whereas a plan and sections showing the lands which may be acquired or used compulsorily under the powers of this Act for or in connection with the pier and works (other than the substituted works) and the other purposes mentioned in this Act together with a book of reference to the said plan containing the names of the owners or reputed owners lessees or reputed lessees and of the occupiers of all such lands and describing the same were duly deposited in the month of November one thousand nine hundred and fifty-five with the town clerk of the county borough of Birkenhead which plan and book of reference are in this Act referred to as the deposited plan sections and book of reference:

And whereas a plan and sections showing the situations lines and levels of the substituted works by this Act authorised such plan showing also the lands which may be acquired or used compulsorily under the powers of this Act for or in connection

with the substituted works and other works and the other purposes mentioned in this Act together with a book of reference to the said plan containing the name of the owner or reputed owner lessee or reputed lessee and of the occupier of all such lands describing the same have been deposited in the month of April one thousand nine hundred and fifty-six with the town clerk of the county borough of Birkenhead which plan sections and book of reference are in this Act referred to as the substituted plan sections and book of reference :

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:—

1. This Act may be cited as the *Cammell Laird and Company* Short title. Act 1956.

2.—(1) The following Acts so far as the same are applicable to the purposes and are not inconsistent with the provisions of this Act are hereby incorporated with this Act (namely):—

The Lands Clauses Acts (except sections 16 and 17 and sections 127 to 132 of the Lands Clauses Consolidation Act 1845):

Provided that the bond required by section 85 of that Act shall be sufficient without the addition of the sureties mentioned in that section ;

The Harbours Docks and Piers Clauses Act 1847 except sections 6 to 13 16 to 23 25 to 27 29 to 50 56 60 63 66 to 68 77 79 to 82 and 84 to 94.

(2) In construing the Harbours Docks and Piers Clauses Act 1847—

(a) the expression "the harbour dock or pier" shall mean the fixed portion of Rock Ferry Pier and the works constructed by the Company under the powers of this Act and the expression "vessel" shall have the meaning assigned to it by the following section of this Act ;

(b) the prescribed limits shall be the water area within two hundred and fifty yards of any part of substituted Work No. 3 authorised by section 10 (Power to remove part of Rock Ferry Pier and to make works) of this Act:

Provided that the jurisdiction of the pier master conferred by this Act shall only be exercised with reference to vessels coming to or departing from the

said substituted Work No. 3 and vessels which shall obstruct the approaches to such work and shall not be exercised beyond the said area:

Provided also that nothing in this paragraph shall affect the rights powers authorities and privileges of the marine surveyor and water bailiff the harbour master or any dock master of the board.

Interpretation. 3.—(1) In this Act unless there be something in the subject or context repugnant to such construction—

“ the Act of 1897 ” means the Birkenhead Corporation (Ferries) Act 1897 ;

“ the authorised works ” means the substituted works described in and authorised by section 10 (Power to remove part of Rock Ferry Pier and to make works) of this Act ;

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

“ the borough ” means the county borough of Birkenhead ;

“ the Company ” means Cammell Laird and Company (Shipbuilders and Engineers) Limited and except for the purposes of section 4 (Power to acquire Rock Ferry Pier) section 7 (Power to acquire lands and confirmation of agreement) section 8 (Correction of errors in deposited plan and book of reference) section 9 (Grant of easements by persons under disability) section 11 (Period for completion of works) and section 31 (Costs of Act) of this Act shall after the date of a conveyance by the Company of the whole of the fixed portion of Rock Ferry Pier and the authorised works to any authority company body or person (pursuant to the provisions of section 23 (Power to sell or lease works) of this Act) mean the authority company body or person in whom the said works are for the time being vested ;

“ the corporation ” means the mayor aldermen and burgesses of the borough ;

“ the date of transfer ” means the day on which Rock Ferry Pier is conveyed by the corporation to the Company in pursuance of the scheduled agreement ;

“ the fixed portion of Rock Ferry Pier ” means that part of Rock Ferry Pier which consists of a pier or jetty being the work referred to in paragraph (1) of section 8 of the Act of 1897 ;

“ the floating portion of Rock Ferry Pier ” means those parts of Rock Ferry Pier which consist of a floating landing stage and a bridge being the works referred to in paragraphs (2) and (3) of section 8 of the Act of 1897 ;

“ the Lands Clauses Acts ” means the Lands Clauses Acts as modified by the Acquisition of Land (Assessment of Compensation) Act 1919 by Part V of the Town and Country Planning Act 1947 by the Lands Tribunal Act 1949 and by the Town and Country Planning Act 1954 ;

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

“ Rock Ferry Pier ” means Rock Ferry Pier in the borough constructed by the Corporation under the provisions of sections 7 and 8 of the Act of 1897 together with the lands and jetty or slip purchased by the corporation under section 4 of the Act of 1897 ;

“ the scheduled agreement ” means the agreement made between the corporation and the Company set out in the schedule to this Act ;

“ the Trinity House ” means the Corporation of Trinity House of Deptford Strond ;

“ vessel ” includes any vessel ship lighter keel barge boat raft pontoon and craft of any kind however navigated propelled or moved.

(2) This Act is to be read as if the words “ or thereabouts ” were inserted after each distance mentioned in section 10 (Power to remove part of Rock Ferry Pier and to make works) of this Act.

(3) Any references 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.

4. The corporation are hereby authorised and empowered to convey to the Company and the Company are hereby authorised and empowered to accept from the corporation a conveyance upon such terms and conditions for such consideration and subject to such reservations if any as may be agreed between the corporation and the Company (subject to any terms and conditions affecting the same in the hands of the corporation and operating for the protection or benefit of other persons) of Rock Ferry Pier together with such structures moorings buoys works and apparatus incidental thereto or connected therewith and belonging to the corporation.

Power to
acquire Rock
Ferry Pier.

Public rights
over Rock
Ferry Pier.

5. As from the date of transfer all public rights if any other than the public rights of way referred to in sub-paragraph (b) of paragraph 3 of the scheduled agreement over Rock Ferry Pier shall be extinguished.

Actions etc.
not to abate.

6. If on the date of transfer any action arbitration or proceeding or any cause of action arbitration or proceeding is pending or existing by against or in favour of the corporation in respect of Rock Ferry Pier the same shall not abate or be discontinued or in anywise be prejudicially affected by reason of anything in this Act and may be continued prosecuted or enforced by against or in favour of the corporation as if this Act had not been passed.

Power to
acquire lands
and confirma-
tion of
agreement.

7.—(1) Subject to the provisions of this Act the Company may enter upon take and use such of the lands delineated on the deposited plan and the substituted plan and described in the deposited book of reference and the substituted book of reference respectively as may be required for the purposes of the authorised works or for any purpose connected with or ancillary to the use by the Company of Rock Ferry Pier.

(2) The powers of the Company for the compulsory purchase of lands under this section shall cease after the expiration of three years from the passing of this Act.

(3) The Company shall not exercise the power of subsection (1) of this section in respect of the interests of the corporation in any land which the corporation have agreed to transfer to the Company under the scheduled agreement which is hereby confirmed and made binding on the parties thereto.

Correction
of errors in
deposited plan
and book of
reference.

8.—(1) If any omission misstatement or wrong description of any land or of the owner lessee or occupier of any land is found to have been made on the deposited plan or the substituted plan or in the deposited book of reference or the substituted book of reference the Company after giving ten days' notice to the owner lessee and occupier of the land in question may apply to two justices having jurisdiction in the borough for the correction thereof.

(2) If on any such application it appears to the justices that the omission misstatement or wrong description arose from a mistake the justices shall certify the fact accordingly and shall in their certificate state the particulars of the omission or in what respect any matter is misstated or wrongly described.

(3) Any such certificate shall be deposited with the town clerk of the borough and thereupon the deposited plan or the substituted plan and the deposited book of reference or the substituted book of reference shall be deemed to be corrected

according to the certificate and it shall be lawful for the Company to take the land and execute the works in accordance with the certificate.

(4) Any certificate deposited under this section shall be kept by the town clerk of the borough with the other documents to which it relates.

9.—(1) Any person empowered by the Lands Clauses Acts to sell and convey or release lands may if he thinks fit subject to the provisions of those Acts grant to the Company any easement or right required for the purpose of this Act in over or affecting any such lands (not being an easement or right of water in which some person other than the grantor has an interest).

Grant of easements by persons under disability.

(2) The provisions of the said Acts with respect to lands and rentcharges so far as they are applicable shall extend and apply to any such grant and to any such easement or right as aforesaid.

10. As from the date of transfer the Company may subject to the provisions of this Act—

Power to remove part of Rock Ferry Pier and to make works.

(a) abandon and remove the floating portion of Rock Ferry Pier and the moorings laid in connection therewith; and

(b) make in the situations and lines and within the limits of deviation shown on the substituted plan and according to the levels shown on the substituted sections the following works in the borough (that is to say):—

Substituted Work No. 1 A pier or jetty commencing at a point at the north-east end of the fixed portion of Rock Ferry Pier and extending for a distance of 7 chains 17 yards in an east-south-easterly direction and terminating at the north-west corner of Work No. 2;

Substituted Work No. 2 A pier-head or jetty-head 4 chains 5 yards long measured in a north-north-westerly and south-south-easterly direction and 19 yards wide with its north-west end situated at the termination of Work No. 1;

Substituted Work No. 3 Four mooring dolphins each 12 yards square with their respective centres situate at the following distances measured from the north-east end of the fixed portion of Rock Ferry Pier:—

5 chains 5 yards in a north-north-easterly direction;

5 chains 5 yards in an east-south-easterly direction ;

1 furlong 1 chain 12 yards in a south-easterly direction ; and

1 furlong 6 chains 21 yards in a south-easterly direction.

Period for
completion
of works.

11. If the authorised works are not completed within ten years from the passing of this Act or such extended time as the Minister may on the application of the Company allow then on the expiration of that period or such extended time (as the case may be) the powers granted by section 10 (Power to remove part of Rock Ferry Pier and to make works) of this Act for the making thereof shall cease except as to so much thereof as is then completed.

Subsidiary
works.

12. Subject to the provisions of this Act the Company may make provide and maintain on or in connection with the fixed portion of Rock Ferry Pier the authorised works and the jetty or slip within the respective limits of deviation prescribed by the Act of 1897 and this Act all such signalling equipment approaches roads rails sidings junctions gates sheds buildings tanks yards walls embankments protection works pipes wires mains cables conduits sewers drains culverts sluices shipping places landing places stairs stages gantries cranes dolphins moorings buoys beacons lights and other works buildings machinery and appliances as may be necessary or convenient for the purposes of or in connection with or subsidiary to the said works or any of them or for the accommodation of any authority body company or person having an interest in lands acquired under section 7 (Power to acquire lands and confirmation of agreement) of this Act :

Provided that any electric wires mains cables or other works made provided and maintained under the provisions of this section shall be so constructed used and maintained as to prevent any interference with any telegraphic line (as defined by the Telegraph Act 1878) belonging to or used by the Postmaster-General or with telegraphic communication by means of any such line.

Alteration and
improvement
of works.

13. The Company may from time to time maintain renew alter and extend temporarily or permanently the fixed portion of Rock Ferry Pier and the works constructed by them under the powers of this Act or any part thereof :

Provided that nothing in this section shall authorise the Company to deviate laterally or vertically beyond the limits of deviation prescribed by the Act of 1897 and this Act.

14. Subject to the provisions of this Act the Company may construct place and maintain in the river Mersey and the bed banks shores and channels thereof such of the works authorised by this Act to be constructed and such of the works acquired by them under this Act as the Company may deem expedient or necessary. Works affecting river Mersey.

15. The Company may in constructing the authorised works deviate from the lines thereof to the extent of the limits of deviation shown on the substituted plan and may deviate from the levels thereof shown on the substituted sections to any extent not exceeding ten feet upwards or downwards: Power to deviate.

Provided that no deviation either lateral or vertical below high-water mark of ordinary spring tides shall be made without the consent in writing of the Minister which shall be signified under the hand of the acting conservator of the river Mersey.

16.—(1) Subject to the provisions of this Act any works authorised by this Act shall be constructed so far as the same shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides only in accordance with plans and sections approved by the Minister which approval may be signified under the hand of the acting conservator of the river Mersey and then only according to such plans and sections and subject to such restrictions and regulations as the Minister may approve before such works are begun which approval shall be signified in manner aforesaid. Works below high-water mark to be subject to approval of Minister.

(2) Any alteration or extension of any such works shall be subject to the like approval.

(3) If any such works be commenced or completed contrary to the provisions of this section the Minister may abate or remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such costs shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or where the amount does not exceed twenty pounds by the Minister summarily as a civil debt.

17. If at any time the Minister deems it expedient for the purpose of this Act to order a survey and examination of the fixed portion of Rock Ferry Pier and of any work constructed by the Company under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct any such work the Company shall defray the expenses of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and shall Survey of works by Minister.

be recoverable either as a debt due to the Crown or where the amount does not exceed twenty pounds by the Minister summarily as a civil debt.

Lights on
works during
construction
and alterations.

18.—(1) The Company shall at or near the works constructed or acquired by them under the powers of this Act below high-water mark of ordinary spring tides during the whole time of the construction alteration or extension of the works exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Minister may from time to time require or approve.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Permanent
lights on
works.

19.—(1) The Company shall at the outer extremity of the works constructed or acquired by them under the powers of this Act below high-water mark of ordinary spring tides exhibit and keep burning every night from sunset to sunrise such lights (if any) and shall take such other steps for the prevention of danger to navigation as the Trinity House may from time to time direct.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Provision
against danger
to navigation.

20.—(1) In case of injury to or destruction or decay of any works constructed or acquired by the Company under the powers of this Act or any part thereof so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Trinity House and shall apply to the Trinity House for directions as to the means to be taken.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty not exceeding one pound for every day during which they omit after conviction thereof so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

21.—(1) Where any work constructed or acquired by the Company under the powers of this Act situate wholly or partially on under or over the shore or bed of the sea or of any creek bay arm of the sea or navigable river communicating therewith below high-water mark of ordinary spring tides is abandoned or suffered to fall into decay the Minister may by notice in writing either require the Company at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides or any portion thereof or require them to abate or remove the same and restore the site thereof to such an extent and within such limits as the Minister may think proper.

Abatement
of work
abandoned
or decayed.

(2) Where any part of any such work which has been abandoned or suffered to fall into decay is situate above high-water mark of ordinary spring tides and is in such condition as to interfere or to cause reasonable apprehension that the same may interfere with the right of navigation or other public rights over the foreshore the Minister may include any such part of such work or any portion thereof in any notice under this section.

(3) If during the period of thirty days from the date when the notice is served upon the Company they have failed to comply with such notice the Minister may execute the works required to be done by the notice at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or where the amount does not exceed twenty pounds by the Minister summarily as a civil debt.

22. The Company may from time to time with the approval in writing of the board given on each such occasion deepen dredge scour and excavate the foreshore and bed of the river Mersey to the extent necessary to secure sufficient waterway and approach to any part of the works constructed or acquired by the Company under the powers of this Act for vessels using the same:

Power to
dredge.

Provided that no materials raised under the provisions of this section shall be deposited in any place below high-water mark of ordinary spring tides otherwise than in such position and under such restrictions and regulations as may be fixed by the Minister.

23. Subject to the right of pre-emption to be given to the corporation in pursuance of paragraph 10 of the scheduled agreement the Company may at any time sell or lease the works constructed or acquired by them under the powers of this Act and the lands buildings machinery apparatus works and conveniences connected therewith or lease any part thereof to any

Power to sell
or lease
works.

authority body company or person subject to any terms and conditions affecting the same in the hands of the Company and operating for the protection or benefit of other persons but otherwise in such manner and for such consideration and on such terms and conditions as may be agreed between the Company and such authority body company or person.

Application
of Local
Government
Act 1933 to
byelaws.

24.—(1) All byelaws made by the Company shall be subject to the provisions contained in subsections (2) (3) (4) (5) (6) and (7) of section 250 (Procedure &c. for making byelaws) and in sections 251 (Fines for offences against byelaws) and 252 (Evidence of byelaws) of the Local Government Act 1933 and all penalties imposed for the breach of any such byelaws shall be recoverable in manner provided by that Act for the recovery of penalties and those sections shall for the purposes of this section be construed as if the words “the Company” were inserted instead of the words “the authority” wherever they occur and as if the reference to “the clerk of the authority” included a reference to “the secretary of the Company”.

(2) The confirming authority for the purposes of the said section 250 shall be the Minister.

Inquiries by
Minister.

25. The Minister may hold such inquiries as he may consider necessary in regard to the exercise of any powers or duties conferred or imposed upon him or the giving of any consent or approval under this Act and subsections (2) to (5) of section 290 (Powers of government departments to direct inquiries) of the Local Government Act 1933 shall apply to any such inquiry as if it were an inquiry held in pursuance of subsection (1) of that section and the Company were a local authority.

For
protection of
board.

26. The following provisions for the protection of the board shall unless otherwise agreed in writing between the Company and the board apply and have effect:—

- (1) Notwithstanding anything contained in this Act or in the deposited plan or the substituted plan or the deposited book of reference or the substituted book of reference the Company shall not enter upon or take or use or so construct or enlarge any of the authorised works that they shall be situate upon or over any lands lying to the northward of a line (hereinafter in this section referred to as the “line of boundary”) drawn straight from a point of which the national grid reference of the ordnance survey 1954 (hereinafter in this section referred to as “the ordnance reference”) is Easting 333401·0 Northing 386891·0 to a point of which the ordnance reference is Easting 333814·6 Northing 387030·5 or to the eastward of a line drawn

straight from the point last mentioned to a point of which the ordnance reference is Easting 334002.3 Northing 386752.3:

- (2) All works constructed by the Company under the powers of this Act so far as the same shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides shall be constructed only in accordance with plans sections and specifications to be submitted to and reasonably approved by the board:
- (3) If the board do not within two months of the submission to them of any plans sections and specifications pursuant to paragraph (2) of this section intimate to the Company their approval or disapproval thereof they shall be deemed to have approved of the same:
- (4) The works constructed or acquired by the Company under the powers of this Act shall not be used—
 - (a) and operations shall not be carried out on board vessels using the said works otherwise than in accordance with the byelaws as to petroleum spirit for the time being in force made by the board under the authority of the Petroleum (Consolidation) Act 1928 and the Mersey Dock Acts (Consolidation) Act 1858 or any amendment or re-enactment of the same for the time being in force;
 - (b) except as permitted by paragraph (5) of this section so as to interfere with the use for the beaching breaking up or repairing of vessels of the foreshore belonging to the board to the northward of the line of boundary (hereinafter in this section referred to as "the board's foreshore") or with any works constructed or to be constructed thereon;
 - (c) so as to prevent or interfere with the unrestricted user of fires and lights on the board's foreshore or on works constructed or to be constructed thereon;
 - (d) except with the consent of the board for the landing or loading of such goods as would if landed or loaded in the board's docks be liable to the dock rates chargeable pursuant to section 9 (Dock rates on goods) of the Mersey Docks and Harbour Board Act 1950 as amended by any enactment for the time being in force:
- (5) A vessel shall not be moored to the works constructed or acquired by the Company under the powers of this Act in such a position that any part of the vessel or her moorings lies to the northward of the line of boundary:

Provided that the board may with the permission of and jointly with the Company use for the mooring of vessels using any works to be constructed on or adjacent to the board's foreshore any of the works constructed by the Company under the powers of this Act:

- (6) For the purposes of section 7 of the Petroleum (Consolidation) Act 1928 (which requires every harbour authority to make byelaws as to ships loading and carrying petroleum spirit in a harbour) the Company shall be deemed not to be a harbour authority:
- (7) Any dispute which may arise between the Company and the board under paragraph (2) of this section shall be referred to an engineer to be agreed between the Company and the board or failing agreement appointed by the president for the time being of the Institution of Civil Engineers on the application of either party after notice in writing to the other of them and subject thereto the provisions of the Arbitration Act 1950 shall apply to any such reference.

For
protection of
corporation.

27. Nothing in this Act affects prejudicially the ferries undertaking of the corporation as from time to time existing whether worked and managed by the corporation on their own behalf or for and on behalf of the Mersey Tunnel Joint Committee pursuant to the provisions of section 63 of the Mersey Tunnel Act 1925:

Provided that the corporation shall not without the previous consent in writing of the Company use for the purpose of the said ferries undertaking the works at Rock Ferry constructed or acquired by the corporation under the provisions of the Act of 1897.

Crown rights.

28. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular and without prejudice to the generality of the foregoing nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to Her Majesty in right of Her Crown and under the management of the Commissioners of Crown Lands without the consent in writing of those commissioners on behalf of Her Majesty first had and obtained for that purpose.

Saving for
town and
country
planning.

29. 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.

30. As from the date of transfer the following sections of the Act of 1897 are hereby repealed:—

Repeal of
provisions of
Act of 1897.

Section 19 (Works below high-water mark not to be commenced without consent of Mersey Commissioners);

Section 20 (Survey of works by the Mersey Commissioners);

Section 21 (Abatement of work abandoned or decayed);

Section 22 (Lights on works during construction);

Section 23 (Corporation to exhibit lights);

Section 24 (Provision against danger to navigation).

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

SCHEDULE

AN AGREEMENT made the twenty-ninth day of March one thousand nine hundred and fifty-six Between THE MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF BIRKENHEAD (hereinafter called "the Corporation") of the one part and CAMELL LAIRD AND COMPANY (SHIPBUILDERS AND ENGINEERS) LIMITED whose registered office is at New Chester Road Birkenhead aforesaid (hereinafter called "the Company") of the other part

WHEREAS:

(1) Under and by virtue of a Conveyance dated the twenty-second day of September one thousand eight hundred and ninety-seven and made between John William Macfie George Barbour and John Marquis of the one part and the Corporation of the other part the Corporation are the estate owners in respect of the fee simple of the ferry across the river Mersey known as Rock Ferry and certain lands buildings and other property held in connection therewith:

(2) The Corporation are also the owners of the pier pier-extension slip or jetty and other works erected upon or adjacent to the land comprised in the said conveyance and of other property and equipment held in connection therewith:

(3) The Corporation have some time since discontinued the service of ferry boats between Rock Ferry and Liverpool and the use of the pier therefor:

(4) It is proposed that the Corporation shall sell and the Company shall purchase all the land buildings and property and equipment aforesaid but not the said ferry and to that end shall enter into this Agreement:

(5) The Company is in course of promoting a Bill in Parliament and it is intended that the Agreement should be scheduled to such Bill and that provision shall be made in such Bill for the confirmation of this Agreement:

NOW IT IS HEREBY AGREED AND DECLARED as follows:—

1. The Corporation as BENEFICIAL OWNERS shall SELL and the Company shall PURCHASE for the price of TWO THOUSAND FIVE HUNDRED POUNDS all the following that is to say:—

- (a) The piece of land which is delineated upon the plan attached hereto and is thereon surrounded with a red line;
- (b) The full benefit (so far as the Corporation can assign the same) of an Agreement dated the twenty-fourth day of September one thousand eight hundred and ninety-six and made between Caroline Eliza Macfie John William Macfie George Barbour and John Marquis of the one part and the Mersey Docks and Harbour Board (hereinafter called "the Board") of the other part;
- (c) All buildings now standing on the said land together with the slip or jetty edged green on the said plan and the pier pier-extension bridge and floating landing stage edged

yellow on the said plan and the pontoons buoys works and apparatus erected moored or being on or adjacent to the said land and premises and forming part of or used in connection with the Rock Ferry undertaking of the Corporation ;

- (d) All (if any) the rights title and interest of the Corporation in or over the foreshore of the river Mersey adjacent to the said land.

2. There shall be excepted from the said sale all the right title and interest of the Corporation to and in the ferry across the river Mersey between Rock Ferry and Liverpool and known as Rock Ferry.

3. All the property aforesaid is sold subject to—

- (a) All (if any) rights of the Crown in or over the same or any part thereof ;
- (b) The rights of the public to pass and repass over and along the strip of land coloured blue on the said plan from Bedford Road to the Esplanade and the adjoining slipway lying to the south-east of the approach to Rock Ferry Pier and running therefrom in a south-easterly direction ;
- (c) The right of the Board under and by virtue of the said Agreement dated the twenty-fourth day of September one thousand eight hundred and ninety-six to pass and repass over and along the roadway leading from Bedford Road to the foreshore of the Board situate to the north of the land hereby agreed to be sold ;
- (d) The covenants contained in an Indenture of Release dated the eighteenth day of June one thousand eight hundred and thirty-six and made between Thomas Morecroft of the first part Edward Langsdale of the second part Henry Jenkins John Nelson Wood James Trevelyan Raynes Henry Cram Ambrose Lace David Cannon William Dowson Richard Kneeshaw Anthony Nichol William Charnley Joseph Fernihough and Samuel McCulloch of the third part and Christopher Bullen and Thomas Berry Horsfall of the fourth part so far as the same are still subsisting and capable of being enforced.

4. The Corporation do not give and shall not be required to give to the Company any warranty or assurance as to the stability of any part of the land buildings erections or equipment hereby agreed to be sold or as to the suitability thereof for any use to which the Company may intend to put the same.

5. In the Conveyance to the Company there shall be reserved to the Corporation the right at all times to maintain their existing sewer and manholes and water main and communication pipe on and through the said land together with the right so far as may be made necessary by any works thereon executed by the Company to strengthen the same and the right at all reasonable times to have access to the same for the purpose of inspecting repairing cleansing and altering such sewer manholes main and pipe.

6. The Company shall reimburse to the Corporation their reasonable costs of such strengthening of the said sewer and manholes and water main and communication pipe and also the like costs of any necessary alterations or additions which may be required to the said sewer manholes main and pipe arising out of any interference with the drainage of or supply of water to premises in the vicinity by any of the said works executed by the Company.

7. The Conveyance to the Company shall contain a provision to the effect that the ownership and use of the property hereby agreed to be sold shall not be used to form the basis of an objection to or to the detriment of any scheme of foreshore reclamation or improvement which the Corporation may carry out or propose to carry out in the future on those portions of the foreshore adjacent to the property hereby agreed to be sold. Provided that such reclamation or improvement shall not obstruct access from the river or otherwise to or the use of the pier pier-extension slip or jetty and other land agreed to be sold for the gas freeing tank cleansing and repairing and testing of vessels and the discharging or depositing of oil residue and shall not cause a reduction below twenty-six feet in the depth of water at low tide at the position proposed for the berth.

8. The Company shall indemnify and keep indemnified the Corporation against the cost of making good all damage to Corporation property and highways and against the payment of any third party claims for damage injury or loss which arise or may arise from the construction of the works or the temporary closing of highways to facilitate the construction of the works proposed to be executed by the Company and to be specifically authorised by the said Bill.

9. In the Conveyance to the Company the Company for themselves their successors and assigns shall covenant with the Corporation—

- (a) not to cause or permit to be caused any pollution of the foreshore of the river Mersey by reason of the use of the property hereby agreed to be sold for the cleansing and repairing of oil tankers or other purposes connected with shipbuilding and ship repairing; and
- (b) that in using for the purposes aforesaid the land hereby agreed to be sold the Company will at all times take all reasonably practicable precautions to prevent any nuisance to the neighbourhood.

10. In the Conveyance to the Company the Company shall covenant with the Corporation that if at any time hereafter the Company their successors and assigns shall cease to use the property hereby agreed to be sold for any of the purposes aforesaid or for purposes connected with shipbuilding or ship repairing engineering aircraft building and maintenance or a berth for ships tugs boats or aircraft and shall desire to dispose of the said land and property either absolutely or for a term of years the Corporation shall have the right of pre-emption of the said land (other than the said pier pier-extension slip or jetty) upon such terms as may be agreed or in default of agreement as may be determined by arbitration to be fair and reasonable having regard to all the circumstances of the case.

The right of pre-emption to be given to the Corporation shall be deemed to be an estate contract within the meaning of section 10 of the Land Charges Act 1925 and that Act and the Land Registration Act 1925 shall have effect accordingly.

11. The purchase shall be completed on the day following the day on which the Royal Assent shall be given to the said Bill when the Company shall pay the said purchase price and the Corporation shall give possession of the property hereby agreed to be sold (subject to any tenancies licences and other rights not already determined) and execute and do all such assurances acts and things as may reasonably be required for giving to the Company the full benefit of the Agreement.

12. If completion shall be delayed beyond the date aforesaid and such delay shall not arise through any act or default of the Corporation the Company shall on completion also pay to the Corporation interest at the rate of five pounds per centum per annum on the amount of the said purchase price from the date fixed for completion until the date of actual completion.

13. As from the first day of December one thousand nine hundred and fifty-five until the date of actual completion the Corporation shall be responsible for keeping all buildings and erections hereby agreed to be sold in as safe a condition as the same are now in and for any damage suffered by any third party by reason of the same not being in a safe condition but immediately after the date of actual completion the Company shall pay to the Corporation the net amount of all sums properly expended during such period—

- (a) in keeping the same in as safe a condition as the same are now in;
- (b) in insuring the same against fire and third party risks public liability employers liability and damage by storm or accident; and
- (c) in the payment of rates lighting maintenance staffing and administration expenses including the employment of watchmen and collectors.

In calculating the net amount of all such sums expended by the Corporation credit shall be given for any receipts and in the event of disagreement the said amount shall be determined in the same way as the amount of the costs and disbursements referred to in clause 15 hereof.

14. The Corporation shall with all convenient speed prosecute an application for and use its best endeavours to obtain the consent of the Minister of Housing and Local Government by the amending of the Birkenhead Development Plan or otherwise as may be necessary to enable the land pier pier-extension and slip or jetty hereby agreed to be sold to be used by the Company for the gas freeing cleansing and repairing of oil tankers and other vessels and for enabling both vessels about to undergo repair and others to discharge or deposit oil residues ashore and for other purposes connected with the shipbuilding and engineering business of the Company.

15. The Company shall repay to the Corporation on demand all costs and disbursements incurred by the Corporation in connection with the negotiation preparation execution and carrying into effect

of this Agreement and all costs and disbursements incurred by the Corporation in connection with all parliamentary proceedings ministerial inquiries arbitration or other legal proceedings arising out of the transactions or works hereby contemplated with the exception of the costs and expenses of the conveyance to the Company. The amount of all such costs disbursements and expenses shall in the event of disagreement be determined by the joint certificate of the Borough Treasurer and the Company's Accountant or if they cannot agree by the certificate of some independent chartered accountant to be nominated by them.

16. 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 so required either party shall be entitled forthwith to give notice to the other to determine this Agreement.

17. This Agreement is conditional upon the said Bill (either with or without amendments) receiving the Royal Assent on or before the thirty-first day of December one thousand nine hundred and fifty-six and upon the obtaining before that date of such order or orders of the Minister as is referred to in paragraph 14 hereof and if the same shall not be received on or before that date this Agreement shall on that day become void and of no effect.

18. Any dispute or question which may arise under this Agreement between the Company and the Corporation shall except where otherwise expressly provided be referred to and determined by an arbitrator to be appointed by agreement between the Company and the Corporation or in default of agreement by the president for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Act 1950 shall apply to any such reference.

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

THE COMMON SEAL of The Mayor Aldermen and
Burgesses of the Borough of Birkenhead was
hereunto affixed in the presence of

T. E. ANDERSON *Mayor.*

THE COMMON SEAL of Cammell Laird and
Company (Shipbuilders and Engineers) Limited
was hereunto affixed in the presence of

J. F. DOUGLAS *Director.*

E. M. LLOYD *Secretary.*

Table of Statutes referred to in this Act

Title	Session and chapter
Lands Clauses Consolidation Act 1845	8 & 9 Vict. c. 18.
Harbours Docks and Piers Clauses Act 1847	10 & 11 Vict. c. 27.
Mersey Dock Acts (Consolidation) Act 1858	21 & 22 Vict. c. xcii.
Telegraph Act 1878	41 & 42 Vict. c. 76.
Birkenhead Corporation (Ferries) Act 1897	60 & 61 Vict. c. c.
Acquisition of Land (Assessment of Compensation) Act 1919	9 & 10 Geo. 5 c. 57.
Mersey Tunnel Act 1925	15 & 16 Geo. 5 c. cx.
Petroleum (Consolidation) Act 1928	18 & 19 Geo. 5 c. 32.
Local Government Act 1933	23 & 24 Geo. 5 c. 51.
Town and Country Planning Act 1947	10 & 11 Geo. 6 c. 51.
Lands Tribunal Act 1949	12 & 13 Geo. 6 c. 42.
Arbitration Act 1950	14 Geo. 6 c. 27.
Mersey Docks and Harbour Board Act 1950	14 Geo. 6 c. xxi.
Town and Country Planning Act 1954	2 & 3 Eliz. 2 c. 72.

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Cammell Laird and Company
Act, 1956

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