



ANNO UNDECIMO & DUODECIMO

VICTORIÆ REGINÆ.

Cap. xlii.

An Act to enable the *Herculaneum Dock Company* to sell or lease Lands at *Toxteth Park* in the County of *Lancaster*. [30th June 1848.]

WHEREAS an Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for constructing Docks, Walls, Warehouses, and other Works at Toxteth Park in the County of Lancaster, to be called The Herculaneum Docks*, and it was thereby enacted, that certain Persons therein named, and all other Persons and Corporations who had then subscribed or should thereafter subscribe to the Undertaking, and their Executors or Administrators, Successors and Assigns respectively, should be united into a Company for the Purpose of making and maintaining the Docks and other Works therein-after described, and that such Company should be incorporated by the Name of "*The Herculaneum Dock Company*," with Power to purchase and hold Lands for the Purposes of the Undertaking; and that the Capital of the said Company should be Six hundred thousand Pounds, divided into Six thousand Shares of

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9 & 10 Vict. c. 146.

One hundred Pounds each ; and the said Company were empowered, upon the Lands therein referred to, to make and maintain the several Works therein mentioned, and they were also required to make and maintain, in manner therein mentioned, on the Southern Part of the River Wall to be constructed by them in front of the River *Mersey*, a Marine Parade, with Two distinct Flights of Stairs therein, and a good and sufficient Road from one of the said Flights of Stairs for the general Accommodation of the Public ; and it was declared that the Public should at all Times have free Access to and Egress from the said Flights of Stairs, and free Passage along the said Marine Parade and Road respectively : And whereas previously to the passing of the said Act a Piece of Land containing Sixty-seven thousand Square Yards or thereabouts, situate on the South Side of the Town and Borough of *Liverpool* in *Toxteth Park* aforesaid, being Part of the Lands referred to by the said Act, had been purchased by certain Individuals as Promoters of the said intended Undertaking, from the Right Honourable *Charles William* Earl of *Sefton*, for the Price of Sixty thousand Pounds or thereabouts, and the said Piece of Land had been conveyed to *William Potter*, *John Laird*, *Marcus Freeman Brownrigg*, and *Joseph Travis Clay*, Esquires, their Heirs and Assigns, upon trust nevertheless for the said intended Company, and for the Purposes of the Works intended to be authorized by the said Act : And whereas the said *William Potter* and *John Laird* and others, Promoters of the said intended Undertaking, had also, previously to the passing of the said Act, by an Agreement in Writing bearing Date the Fourth Day of *April* One thousand eight hundred and forty-five, contracted and agreed with *Ambrose Lace* and others for the absolute Purchase of another Piece of Land containing One hundred and thirty thousand square Yards or thereabouts, situate in *Toxeth Park* aforesaid, and abutting on the River *Mersey*, (being further Part of the Lands referred to by the said Act,) at or for the Price of One hundred and sixty-two thousand nine hundred and forty-five Pounds, whereof the Sum of Forty thousand Pounds was to be paid immediately, the Sum of Fifty thousand Pounds, further Part of the said Purchase Money, was to be invested in Five hundred Shares of the *Birkenhead* Dock Company, then projected, and since established by Act of Parliament, the Sum of Seventy thousand Pounds, further Part of the said Purchase Money, was to be retained and applied in the Discharge of certain Mortgages affecting the said Piece of Land of which the Purchasers were to take upon themselves the exclusive Payment and Discharge, and the Residue of the said Purchase Money was to be paid on the First Day of *June* One thousand eight hundred and forty-five, but no Conveyance of the said last-mentioned Piece of Land has yet been executed : And whereas at the Time when the Purchase and Contract aforesaid were made and entered into it was intended to amalgamate the said proposed Undertaking with “*The Birkenhead Dock Company*,” and the said Two
Sums

Sums of Sixty thousand Pounds and Forty thousand Pounds respectively were in fact paid or secured by the Promoters of the said *Birkenhead* Dock Company, who were subsequently appointed the first Directors, with and out of the Funds subscribed or raised for the Purposes of the said last-mentioned Company, every Subscriber thereto having given his Authority in Writing or otherwise to the said Promoters to make the Purchases aforesaid on account of the said intended Company: And whereas since the passing of the said Act no Money has ever been subscribed or paid by any Person specifically on account of the said *Herculaneum* Dock Company, or for any of the Purposes authorized by the said Act, and no Scrip or other Shares have ever been issued by or on behalf of the said last-mentioned Company, nor has any Purchase of Land been made, nor have any of the Works authorized by the said Act been commenced since the passing thereof, and there are at present no Claims or Demands whatever outstanding upon or against the said Company, except such as may arise by reason or in consequence of the said Purchase and Contract respectively: And whereas all Intention of amalgamating the said proposed Undertaking with the *Birkenhead* Dock Company has been abandoned, and it is found impossible to raise sufficient Funds for the carrying out and Completion of the Undertaking and Works originally contemplated by the said recited Act, and it is expedient that the *Herculaneum* Dock Company should be authorized and empowered to sell all or any Part of the said Pieces of Land so purchased and contracted to be purchased respectively on account of the said Company as aforesaid, free from all Liabilities to which the same are or is or may become subject under or by virtue of the Provisions contained in the said Act, and that the clear Proceeds of any such Sale, after satisfying thereout all just Claims and Demands upon or against the said Company (if any such there be), should be paid or transferred to the Treasurer of the *Birkenhead* Dock Company, to be by him applied as Part of the Funds of the said last-mentioned Company; but the Purposes aforesaid 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, That it shall be lawful for the said *Herculaneum* Dock Company and their Successors, at any Time or Times after the passing of this Act, absolutely to sell and dispose of, to any Person or Persons, or Corporation or Corporations whatsoever, all and every or any Part or Parts of the said Two Pieces of Land so purchased and contracted to be purchased respectively for or on behalf of the said Company as hereinbefore is mentioned, with their and every of their Appurtenances, either together or in Parcels, and in such Manner as the said Company shall think fit, with Powers to buy in the same Premises or any

Power for Company to sell Lands discharged from all Liabilities under recited Act.

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Part or Parts thereof, at any Sale or Sales by Auction, or to rescind, alter, or vary any Contract or Contracts which may be entered into for the Sale of the same Premises or any Part or Parts thereof, and to resell the Premises which may be so bought in, or as to which the Contract or Contracts for Sale thereof may be so rescinded, and also to make such Sale or Sales under any special Condition or Conditions of Sale as to the Title or otherwise as shall seem expedient to them; and upon Payment in manner herein-after mentioned of the Purchase Money for the same Premises, or any Part or Parts thereof, which shall be so sold, by any Deed or Deeds of Conveyance duly stamped, in which all proper and necessary Parties shall join, to grant and convey the said Premises, or any Part or Parts thereof respectively, which shall be so sold as aforesaid, with their and every of their Appurtenances, unto and to the Use of the Purchaser or Purchasers thereof respectively, his, her, or their Heirs or Successors respectively, or in such other Manner as he, she, or they shall direct, freed and discharged from all Liberties, Easements, and Rights of Way over, upon, or along the said Premises or any Part thereof respectively, and all other Liabilities and Provisions whatsoever to which the same Premises or any Part thereof are or is or may become subject or liable by virtue of the said recited Act; and every such Grant and Conveyance shall be valid and effectual, and operate to vest all the Estate and Interest of the said *Herculaneum* Dock Company, and of any Person or Persons in trust for them, of and in the Premises therein respectively comprised, in the Person or Persons or Corporation or Corporations respectively to whom or to whose Use the same shall purport to be made, his, her, or their Heirs, Successors, or Assigns respectively.

Reservation
of Covenants
in the Con-
veyance from
the Earl of
Sefton.

II. Provided always, and be it enacted, That nothing in this Act contained shall extend or be construed to extend to take away, prejudice, alter, or affect any of the Covenants, Conditions, Stipulations, and Agreements contained in the Conveyance of the said first-mentioned Piece of Land, and made between the said *Charles William* Earl of *Sefton* of the one Part, and the said *William Potter*, *John Laird*, *Marcus Freeman Brownrigg*, and *Joseph Travis Clay*, Esquires, of the Second Part, or to empower the Sale, Demise, Lease, or Disposition of the same Piece of Land or any Part thereof for any Purposes other than such as are authorized in and by the said last-mentioned Conveyance, without the previous Consent in Writing of the said *Charles William* Earl of *Sefton*, his Heirs or Assigns, but saving and reserving to the said Earl, his Heirs and Assigns, all and every his and their Rights, Privileges, and Franchises in such and the same Manner as if this Act had not been passed.

Application
of Monies to
be produced
by such Sale.

III. And be it enacted, That all and every Sums and Sum of Money which shall be payable to the said *Herculaneum* Dock Company

pany for or in respect of any Sale by this Act authorized to be made shall be paid to the said Company, whose Receipt or Receipts in Writing under the Common Seal of the said Company shall effectually discharge the Person or Persons or Corporation to whom the same respectively shall be given from all further Liability in respect of the Monies in such Receipt or Receipts respectively acknowledged to be received; and all and every such Sums and Sum of Money as aforesaid, or the Residue thereof respectively which shall remain after paying thereout, in the first place, the Expenses of any such Sale in respect of which such Money shall have been received, and also providing thereout for the Expenses of obtaining this Act, and for the Payment and Satisfaction of any Claims or Demands upon or against the *Herculaneum* Dock Company (if any such there be), shall forthwith be paid to the Treasurer of the *Birkenhead* Dock Company, to be applied for the Purposes and as Part of the Funds of the said last-mentioned Company.

IV. And whereas by reason of the Provisions of the said recited Act having remained suspended as aforesaid no Appointment of Directors of the *Herculaneum* Dock Company has taken place under the Companies Clauses Consolidation Act, 1845, and Doubts are entertained whether the Directors appointed by the said recited Act will have Power to act in the Execution of the Provisions of this Act; and it is expedient to remove such Doubts, and it is also expedient to appoint Five additional Directors of the said Company; be it therefore enacted, That Sir *Isaac Lyon Goldsmid* Baronet, *William Thompson* Esquire, Alderman of London, *Thomas Poynder* Esquire, *Francis Mills* Esquire, and *James Meadows Rendel* Esquire, shall be and they are hereby appointed Directors of the *Herculaneum* Dock Company; and that the Directors hereby and by the said recited Act appointed, or any Three or more of them, shall and may act in the Execution of the several Provisions of this Act, as fully and effectually as if they had been respectively constituted and appointed Directors of the same Company under the Authority of the Companies Clauses Consolidation Act, 1845.

Appointment
of new Di-
rectors.

V. And be it enacted, That nothing in this Act contained shall in any Manner prejudice or affect the Rights, Privileges, and Easements granted or reserved by the said recited Act, or any of them, to or for *Edward Bury*, *Timothy Abraham Curtis*, *James Kennedy*, and *John Vernon*, trading under the Firm of *Thomas Vernon and Company*, or other the Owner or Owners for the Time being of the Land or Buildings numbered 8 on the Plan and Book of Reference in the said recited Act mentioned or referred to, or shall extend to authorize and empower the said *Herculaneum* Dock Company, or their Successors or Assigns, to stop up or interrupt the Passage along the Road designated on the said Plan by the Name of *Sefton Street*,

Saving Rights
of Messieurs
Thomas
Vernon and
Company.

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except in the Mode and under the Conditions mentioned in or prescribed by the said recited Act.

Expenses
of Act.

VI. And be it enacted, That the Expenses of preparing and obtaining this Act and incident thereto shall be defrayed out of the first Monies that shall be raised under the Authority thereof.

Public Act.

VII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

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