



CHAPTER lxxiii.

An Act to enable the Manchester Ship Canal Company to sell and otherwise deal with Surplus Lands and for other purposes. A.D. 1893.
[29th June 1893.]

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") ;

The Manchester Ship Canal (Additional Lands) Act 1888 ;

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

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

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

The Manchester Ship Canal Act 1893 ;

have from time to time for the purposes of or in 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
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for the purposes of the canal or its incidental works or for the 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 :

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

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

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

And whereas under the powers of the Act of 1885 the Company acquired as part of their undertaking the undertakings known as the Mersey and Irwell Navigation and the Bridgewater Canals and the Runcorn and Weston Canal together with various lands and buildings which form part of those undertakings :

And whereas parts of the lands acquired by the Company will not be required for the purposes of their undertaking or for the fulfilment of their statutory obligations and it is expedient that the

provisions of sections 59 to 61 of the Act of 1885 should be extended as herein-after provided and that the powers herein-after contained should be conferred on the Company to sell and dispose of any such lands as from time to time shall not be so required subject as herein-after mentioned : A.D. 1893.

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 :

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

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

May it therefore please Your Majesty that it may be enacted and be it enacted by the Queen's most 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) :—

1. This Act may be cited as the Manchester Ship Canal (Surplus Lands) Act 1893. Short title.

2. In this Act—

"The recited Acts" means the Acts recited in the preamble of this Act; Interpretation.

"Lands" extends to messuages houses buildings lands tenements and hereditaments of any tenure;

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

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“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.

Extension of certain sections of the Act of 1885.

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

As to sale of surplus lands.

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

Contents of conveyances.

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

Company may sell rentcharges and reversions.

6. The Company as and when they deem it expedient may sell and dispose of any rentcharge reserved or made payable by a conveyance under the powers of this Act and the reversion of any lands let or leased under the powers of any of the recited Acts or this Act Provided that every such rentcharge shall be sold by the Company within a period not exceeding twenty years from the date of the creation thereof.

How sales and leases may be made.

7. Any sale or lease under the powers of any of the recited Acts or this Act may be made by public auction public tender or private contract and with or without special conditions and stipulations as

to evidence or commencement of title and with or subject to any such liberties privileges easements exceptions reservations restrictions stipulations or conditions as the Company shall think expedient and in particular and notwithstanding anything in section 62 of the Act of 1885 contained subject to such stipulations as the Company shall think expedient prohibiting the construction of any wharf or the user of any wharf now or hereafter to be constructed whether by the Company or any other person or persons or corporation or in relation to the payment of or exemption from tolls dues and wharfage and other rates chargeable by or payable to the Company in respect of the user of any such wharf and the Company may fix reserved biddings and prices buy in at auctions and alter or rescind on terms or gratuitously any contract or agreement for sale or lease whether made prior to or after the passing of this Act and re-sell and on making any conveyance or lease in pursuance of any such agreement or contract may alter any terms or conditions thereof and the amount and nature of the consideration or rent therefor and may apportion such consideration or rent in any manner or proportion between different parts of the lands agreed to be sold or leased and make separate conveyances or leases of such different parts of the said lands:

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Any conveyance assurance or lease to be hereafter executed by the Company in pursuance of any agreement heretofore entered into shall be valid and free from objection provided the same shall be such a conveyance or lease as might be made under and shall be in conformity with the provisions of this Act notwithstanding that the Company may not at the date of the agreement in pursuance of which the same shall be made have had power to enter into the same Provided also that a counterpart or duplicate of every such conveyance by which a rentcharge shall be reserved or made payable and of every such lease shall be executed by the grantee or grantees or lessee or lessees thereunder and delivered to the Company.

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

Receipts of Company to be effectual discharges.

9. All purchase moneys received by the Company in respect of the sale of surplus lands or the sale of any rentcharges to be reserved or made payable under the powers of this Act and all such rentcharges and sums of money received by the Company from time to time in respect thereof shall if not required for the purposes of

Application of moneys to be received by Company under Act.

A.D. 1893. the undertaking and the corporation so require be applied in the first instance to the redemption of the new debentures in the hands of the corporation and subject to any such requirement and so far as such requirement shall not extend shall be applied in paying off the moneys borrowed by the Company on mortgage or redeeming any debentures or debenture stock now or hereafter to be issued by the Company in order of their priority.

Confirmation of agreement with Manchester Racecourse Company Limited.

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

Saving certain rights under the recited Acts and under certain agreements.

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

Expenses of Act.

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

The SCHEDULE referred to in the foregoing Act.

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AN AGREEMENT made the seventh day of March one thousand eight hundred and ninety-three between the MANCHESTER RACECOURSE COMPANY LIMITED (herein-after called "the Racecourse Company" which expression shall include their successors and assigns where the context so requires or admits) of the one part and the MANCHESTER SHIP CANAL COMPANY (herein-after called "the Canal Company" which expression shall include their successors and assigns where the context so requires or admits) of the other part. In order to settle and determine certain disputes and differences subsisting between the Racecourse Company and the Canal Company it is hereby agreed as follows:—

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

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

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

4. The Racecourse Company shall at the expense of the Canal Company convey to the Canal Company the fee simple in possession free from incumbrances of and in the two plots of land in Salford aforesaid respectively containing three hundred and seventy and two hundred and eighteen superficial square yards delineated and coloured red on the plan No. 2 hereunto annexed inclusive of all mines and minerals under the said plots of land. No claim shall be made by the Racecourse Company in respect of any damage which they may sustain by reason of the severing of the said plots of land from their other property and they shall in the conveyance to the Canal

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A.D. 1893. Company release their right of pre-emption in the event of the said plots of land becoming superfluous land.

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

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

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

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

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

10. The Racecourse Company and the Canal Company shall respectively execute such deeds as may be required by the other of them for the purpose of giving effect to these presents and the form of any such deed shall in case

of dispute be settled by the senior conveyancing counsel for the time being of the Chancery Division of Her Majesty's High Court of Justice. A.D. 1893.

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

In witness whereof the Racecourse Company and the Canal Company have caused their respective common seals to be hereunto affixed the day and year first above written.

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

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

Seal of
the Manchester
Ship Canal
Company.

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

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

Seal of
the Manchester
Racecourse
Company
Limited.

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