



CHAPTER lxxxii.

An Act to confirm an Agreement entered into by the Mersey Docks and Harbour Board for the Purchase of certain Lands at Tranmere and for other purposes. A.D. 1893.

[29th June 1893.]

WHEREAS by the Mersey Docks and Harbour Act 1857 (being an Act for consolidating the docks at Liverpool and Birkenhead into one estate and for vesting the control and management of them in one public trust and for other purposes) the Mersey Docks and Harbour Board (in this Act called "the Board") were incorporated for the purposes therein mentioned :

And whereas the Board have entered into the agreement a copy of which is set forth in the schedule to this Act and which agreement is herein-after referred to as "the scheduled agreement" for the sale to and purchase by the Board of the estate and interest of John Cavendish Orred (in the scheduled agreement and herein-after referred to as "the Vendor") in the lands and premises mentioned in the scheduled agreement and it is expedient that the scheduled agreement be confirmed and made binding on the Board and that the Board be empowered to purchase and acquire all estates terms interests and rights other than those of the Vendor in over or affecting the said lands and to hold such lands for the better enjoyment and development of their dock estate and as part of that estate :

And whereas it is expedient that the Board be authorised to borrow further moneys and issue Mersey Dock annuities for the purposes of the scheduled agreement and other the purposes of this Act :

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

A.D. 1893. 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:—

Short title. 1. This Act may be cited as the Mersey Dock (Tranmere Lands)
Act 1893.

Incorporation of Acts. 2. The Lands Clauses Acts (except the provisions thereof with
respect to the purchase and taking of lands otherwise than by
agreement and the entry upon lands by the promoters of the
undertaking and except sections 127 to 132 of the Lands Clauses
Consolidation Act 1845) and so much of the Mersey Dock Acts
Consolidation Act 1858 (in this Act called "the Act of 1858") as
relates to the meanings to be assigned to certain words and expres-
sions (being section 3 of that Act) and Part XIII. of that Act (with
respect to borrowing powers and dock debt) except so far as the
provisions of the said Acts may be inconsistent with this Act are
respectively incorporated with and form part of this Act.

Interpreta- 3. In this Act the several words and expressions to which meanings
tion. are assigned by the Acts in part incorporated herewith have the
same respective meanings unless there be something in the subject
or context repugnant to such construction and for the purposes of
this Act the expression "the Company" shall mean the Board and
the expression "superior courts" or "court of competent jurisdic-
tion" or any other like expression in any such Act shall be read and
have effect as if the debt or demand with respect to which the
expression is used were a simple contract debt and not a debt or
demand created by statute.

Confirming 4. The scheduled agreement is hereby confirmed and made
scheduled agreement and authorising purchase of out-
standing interests in the lands therein men-
tioned. 4. The scheduled agreement is hereby confirmed and made
binding on the Board and the Board may by agreement purchase
and acquire all or any estates terms interests or rights other than
and in addition to those of the Vendor in over or affecting the lands
mentioned in the scheduled agreement and such lands and any estate
term or interest therein as aforesaid shall on the conveyance or
release thereof to the Board be vested in the Board and shall be held
by them as part of their dock estate:

Provided always that the purchase of the lands specified in the
scheduled agreement and of the additional interests herein-before
alluded to shall be evidenced by a deed or deeds of conveyance duly
stamped Such deed or deeds shall within three months of the
vesting of any property to which it may apply be produced to the
Commissioners of Inland Revenue and in default of production the
ad valorem stamp duty with interest at the rate of five pounds per

centum per annum shall be recoverable from the Board with full costs of suit and all costs and charges attending the same. A.D. 1893.

5. The Board shall not under the powers of this Act purchase or acquire in any city borough or other urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers or except with the consent of the Local Government Board ten or more such houses which were not so occupied on the said fifteenth day of December but have been or shall be subsequently so occupied. Restriction on taking houses of labouring class.

For the purposes of this section the expression "labouring class" includes mechanics artificers labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

6. Nothing contained in this Act or in the scheduled agreement shall authorise the Board to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty Her heirs or successors. Saving rights of the Crown.

7. Subject to the provisions of this Act and of the provisions herewith incorporated of the Act of 1858 and for all or any purposes of this Act the Board may from time to time borrow any further sum or sums of money at interest on the security of the rates for the time being belonging to them (exclusive of any sum or sums of money required for the completion of the Birkenhead Docks and works and for the purposes specially provided for by the Mersey Docks and Harbour Act 1857) and may create Mersey Dock annuities in respect of and instead of borrowing any part of that sum and grant and issue any such annuities by way of payment or satisfaction for the part of the purchase-money mentioned in Further borrowing powers.

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A.D. 1893. — the scheduled agreement which the Vendor thereby agrees to accept in such annuities and in payment or satisfaction for the whole or any part of the purchase-money or consideration on the purchase by the Board of any estate term interest or right other than those of the Vendor in over or affecting the lands mentioned in the scheduled agreement. Provided that the principal money secured by such bonds and represented by such annuities as aforesaid shall together not exceed in the whole one hundred and twenty-five thousand pounds.

Application
of moneys
borrowed
under this
Act.

8. All moneys borrowed by the Board under the authority of this Act shall be applied by them for purposes of this Act to which capital is properly applicable and not otherwise.

Annuities to
be deemed to
be granted in
consideration
of money
paid within
section 287
of Act of
1858.

9. Mersey Dock annuities granted by the Board under this Act shall be deemed to have been granted in consideration of money paid to the Board by the person or persons to whom such annuities are respectively granted within the meaning of section 287 of the Act of 1858.

Expenses of
Act.

10. All costs charges and expenses of and incident to the applying for obtaining and passing of this Act shall be paid by the Board out of any moneys for the time being in their hands.

The SCHEDULE referred to in the foregoing Act.

A.D. 1893.

AN AGREEMENT made the 18th day of July 1892 between JOHN CAVENDISH ORRED of Tranmere Runcorn and Weston in the county of Chester Esquire Lord of the Manors of Tranmere and Weston and late a Major in Her Majesty's 12th Royal Lancers (herein-after called the Vendor) of the one part and the MERSEY DOCKS AND HARBOUR BOARD (herein-after called the Board) of the other part.

Whereby it is agreed as follows :—

1. The Vendor shall sell and the Board shall purchase at the price of £116,150 and upon the terms and conditions following All that the foreshore at Tranmere aforesaid containing by estimation 155 acres or thereabouts and also the adjoining lands of the Vendor situate between the said foreshore and the New Chester Road and lying to the south of Sea Bank Road and the north of Saint Paul's Road and containing 18 acres or thereabouts all which premises are situate in the township of Tranmere and parish of Bebington in the said county and are delineated in the plan drawn hereon and therein edged with green.

2. The Board shall during the next session apply to Parliament for an Act to enable them to acquire the necessary powers to purchase the said lands and to raise the necessary funds to complete the purchase and shall for that purpose deposit a separate Bill and shall find the requisite funds for the purpose of prosecuting the same and shall use their best endeavours to obtain such Act as early as possible.

3. The purchase-money shall be paid and the purchase shall be completed within two calendar months after such Act shall have received the Royal Assent and not otherwise at the office of Messieurs Simpson North and Johnson 1 Water Street Liverpool the Vendor's solicitors The Board shall be entitled to possession as from the 2nd day of June 1892 and up to that date all rents rates taxes and outgoings shall be apportioned.

4. The purchase-money shall bear interest at the rate of £3 10s. per cent. per annum from the 2nd day of June 1892 until the completion of the purchase and the interest shall be payable half-yearly but no payment shall be made or become due in respect of interest until two months after such Act of Parliament has received the Royal Assent.

5. The Vendor shall accept £40,000 part of the purchase-money in bonds of the Board bearing interest at £3 10s. per cent. the principal money being payable as follows viz. As to one third part thereof at the expiration of ten years from the completion of the purchase as to another one third part thereof at the expiration of fifteen years from the completion of the purchase and as to the remaining one third part thereof at the expiration of twenty-two years from the completion of the purchase with interest in the meantime at £3 10s. per cent. and the Vendor shall accept £40,000 further part of the purchase-money in

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A.D. 1893. Dock annuities of the Board which shall be granted at the rate of £3 12s. 6d. per cent. per annum from the completion of the purchase and the sum of £36,150 being the balance of the purchase-money shall be paid in cash.

6. The Vendor's title to the foreshore as lord of the manor and to the lands hereby contracted for has been furnished by the Vendor's solicitors to the Board's solicitor and is hereby accepted.

7. The property is sold subject to the existing tenancies of any portions thereof and to any rights and easements and to all tithes and other outgoings affecting the same.

8. Upon completion of the purchase the Vendor and all other necessary parties (if any) will execute a proper assurance of the property to the Board but such assurance and every other assurance and instrument which shall be required by the Board for getting in surrendering or releasing any outstanding estate right title or interest shall be prepared and made by and at the expense of the Board and every such assurance shall be tendered and left by them not less than seven days before the day appointed for the completion of the purchase at the office of the Vendor's solicitors and the expense of the perusal on behalf of and execution and acknowledgment by the Vendor and all necessary conveying parties of all such assurances shall be borne by the Vendor.

9. The Vendor believes the measurements stated to be correct but if upon actual measurement the acreage shall be found to be deficient or in excess of the amounts stated neither the Vendor nor the Board shall have any claim against the other for compensation.

10. Lastly if the Board shall neglect or fail to comply with these conditions the Vendor may rescind the contract and re-sell the property either by public auction or private contract and subject to such conditions as he may think fit and the deficiency (if any) on such re-sale together with all expenses attending the same and all costs losses damages and expenses by reason of such default shall be made good to the Vendor by the Board and in case of non-payment the same shall be recoverable as liquidated damages but any surplus on such second sale shall be retained by the Vendor for his own benefit.

As witness the hand and seal of the Vendor and the common seal of the Mersey Docks and Harbour Board the day and year first before written.

Passed under the Common Seal of the Mersey Docks
and Harbour Board in the presence of

MILES KIRK BURTON

Secretary.

J. B.

Seal.

Signed in the presence of

FREDERIC NORTH

Solicitor Liverpool

JOHN CAVENDISH ORRED.

Printed by EYRE and SPOTTISWOODE,

FOR

T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

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