



**CHAPTER clxxxii.**

An Act to enable the Manchester Ship Canal Company to alter certain works authorised by the Manchester Ship Canal Act 1885 and the Manchester Ship Canal (Tidal Openings &c.) Act 1890 to make a Railway at Salford and other works to amend the former Acts of the Company and for other purposes. [7th August 1896.] A.D. 1896.

**W**HEREAS by the Manchester Ship Canal Act 1885 (in this Act called "the Act of 1885") the Manchester Ship Canal Company (in this Act called "the Company") were incorporated and authorised to purchase the undertakings known as "the Mersey and Irwell Navigation" "the Duke of Bridgewater's Canals" and "the Runcorn and Weston Canal" (which undertakings are in this Act included in the expression "the Bridgewater Canals") and to construct a canal navigable for ocean steamers and ships of large burthen from the River Mersey at Eastham to Manchester with docks at Manchester Salford and Warrington and various subsidiary works: 48 & 49 Vict.  
c. clxxxviii.

And whereas in the Bill for the Act of 1885 certain portions of the canal were proposed to be constructed in part on the foreshore of the River Mersey or the estuary thereof by means of embankments delineated on the plans and sections deposited in the month of November one thousand eight hundred and eighty-four with the respective clerks of the peace for the counties of Lancaster and Chester for the purposes of the said Act and on the said plans and sections distinguished respectively as Number 1A Number 1B Number 1c Number 1D Number 1E Number 1G and Number 1H:

And whereas during the progress of the said Bill through the House of Commons the line of the said canal between Eastham and Runcorn was ordered to be moved further inland and to be constructed in the line shown on a plan signed by the Right Honourable William Edward Forster the Chairman of the Committee to which the said Bill was referred which plan was also deposited with the said respective clerks of the peace and the plans so deposited in the

A.D. 1896. — said month of November as altered by the said last-mentioned plan constitute the deposited plans in accordance with which the canal was by the Act of 1885 authorised to be constructed :

And whereas the said sections of the said embankments showed certain proposed openings therein (in this Act called "tidal openings") to admit of the flow and re-flow of the tide into and out of the canal from and into the said river or estuary :

53 & 54 Vict.  
c. lxxiv.

And whereas by the Manchester Ship Canal (Tidal Openings &c.) Act 1890 (in this Act called "the Act of 1890") the Company were authorised to alter the sectional form of the said embankments by filling up the tidal openings in the said embankments Number 1A Number 1D Number 1E and Number 1G and the three most westerly tidal openings in the said embankments Number 1B and Number 1H respectively and in lieu thereof to make a new tidal opening in the said embankment Number 1G and to convert the three separate most easterly tidal openings in the said embankments Number 1B and Number 1H respectively into one tidal opening in each of those embankments :

And whereas the canal has been constructed with embankments in accordance with the said altered sectional form and has been open for traffic since the first day of January one thousand eight hundred and ninety-four :

And whereas great inconvenience and expense has been caused by the influx into the canal of silt and ice through the said tidal openings and navigation is rendered difficult by the currents through such openings and it is expedient that the Company be authorised to fill up the said tidal openings subject to the provisions in this Act contained :

And whereas it is expedient that the Company be authorised to construct and maintain the railway in Salford and the embankment on Norton Marsh herein-after respectively described :

And whereas it is expedient that the Company be authorised to utilise certain of their land at Walton Arches situate between two railway embankments of the London and North Western Railway in the township of Warrington for the deposit of material dredged from the River Mersey and the canal and for that purpose to acquire an easement on the slopes of the said embankments :

And whereas by the Act of 1885 the Company were authorised to make and maintain various railways and among others a Branch Railway No. 1 in the township and parish of Warrington from a branch railway of the London and North Western Railway Company to the Arpley Meadows and the time for the completion of the said branch railway having expired on the sixth day of August one thousand eight hundred and ninety-two the powers for constructing

the same were by the Manchester Ship Canal Act 1894 (in this Act called "the Act of 1894") revived and extended to the seventeenth day of August one thousand eight hundred and ninety-seven but no part of the said authorised branch railway has been constructed and it is expedient that the Company be authorised to abandon the construction thereof:

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57 & 58 Vict.  
c. clxix.

And whereas pursuant to the Standing Orders of Parliament and to the Parliamentary Deposits Act 1846 the sum of twenty-three thousand one hundred and twenty-five pounds three shillings and threepence was deposited in respect of the railways by the Act of 1885 authorised which sum was subsequently represented by twenty-three thousand five hundred and sixty-seven pounds and ninepence new three per cent. Consolidated Bank annuities whereof there has been repaid in respect of railways authorised by the Act of 1885 and completed within the time limited in that behalf by that Act twenty-two thousand three hundred and forty-four pounds and the balance of one thousand two hundred and twenty-three pounds and ninepence is attributable to the said Branch Railway Number 1 authorised by the Act of 1885 and to be abandoned under this Act:

And whereas upon the application for the said revival and extension of the powers for constructing the said Branch Railway Number 1 by the Act of 1894 a new deposit of one thousand one hundred and nine pounds being equal in value to five per centum on the then amended estimate for that railway was made but no power was given by the Act of 1894 to obtain the repayment of the said one thousand two hundred and twenty-three pounds and ninepence and it is reasonable that provision should be made in that behalf:

And whereas various points of difference have arisen between the Company and the mayor aldermen and burgesses of the borough of Warrington (in this Act called "the corporation") and it is expedient that the agreement between the said parties for a settlement of the said differences set out in the schedule to this Act be confirmed:

And whereas by sub-section 6 of section 88 of the Act of 1885 it was provided that the Company should complete the Warrington Dock (being Dock Number 4 Work Number 13 by that Act authorised) within the period of three years after the completion of the canal between Eastham and Latchford:

And whereas the period limited by the Act of 1885 for the completion of the works by that Act authorised was seven years from the passing of that Act which period was by the Manchester

54 & 55 Vict.  
c. clxxxi.

[Ch. clxxxii.] *Manchester Ship Canal Act, 1896.* [59 & 60 VICT.]

A.D. 1896. Ship Canal Act 1891 extended until the thirty-first day of December one thousand eight hundred and ninety-three :

56 & 57 Vict. And whereas by section 34 of the Manchester Ship Canal Act  
c. iii. 1893 the time for the completion of the Warrington Dock was extended to the period of three years from the completion and opening for traffic of the portion of the canal between Eastham and Latchford :

And whereas it is expedient that the said period limited for the completion of the Warrington Dock should be further extended :

And whereas it is expedient that the other provisions in this Act appearing should be made :

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

And whereas plans and sections showing the lines and levels of the works authorised by this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required for the purposes of the said works were duly deposited with the respective clerks of the peace for the counties of Chester and Lancaster and are herein-after respectively referred to as the deposited plans 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 :—

Short title. 1. This Act may be cited as the Manchester Ship Canal Act 1896.

Incorporation of Acts. 2. The following Acts and parts of Acts (that is to say) :—  
The Lands Clauses Acts ;

The Railways Clauses Consolidation Act 1845 ;

Part I. (Construction of a railway) and Part II. (Extension of time) of the Railways Clauses Act 1863 ; and

The provisions of the Harbours Docks and Piers Clauses Act 1847 with respect to the following matters (that is to say) :—

The construction of the harbour dock or pier ;

The recovery of damages not specially provided for and of penalties and the determination of any other matter referred to justices or the sheriff ;

Access to the special Act ; and

The saving of rights ;

so far as the same are applicable for the purposes of and not varied by or inconsistent with this Act are incorporated with and form part of this Act.

3. In this Act and for the purposes of this Act in enactments incorporated with this Act—

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Interpreta-  
tion.

Terms to which meanings are assigned by the Act of 1885 shall have in this Act the same meanings unless the context otherwise requires :

In the Railways Clauses Consolidation Act 1845 for the purposes of this Act—

“The railway” and “the centre of the railway” respectively mean the railway and embankments by this Act authorised and the centre of those respective works.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and situations and on the lands shown on the deposited plans and according to the levels shown on the deposited sections the following works (that is to say):—

Power to  
make works.

In the parish of Eastham in the county of Chester—

(1) An alteration of the level of the said embankment Number 1B by filling up the tidal opening therein :

In the parishes of Frodsham and Runcorn in the county of Chester—

(2) An alteration of the level of the said embankment Number 1G by filling up the tidal opening therein :

In the said parish of Runcorn—

(3) An alteration of the level of the said embankment Number 1H by filling up the tidal opening therein :

The filling up of the tidal openings by this section authorised shall be in every case effected by means of timber piling and planking which shall be constructed in accordance with plans and sections submitted to and approved of in writing by the acting conservator for the time being of the Mersey Commissioners and so as to be quickly removable :

In the township of Salford in the parish of Manchester in the county of Lancaster—

(4) A railway 2 furlongs 8·14 chains in length with all necessary rails turntables junctions appliances and conveniences commencing at the westerly side of Trafford Road and terminating at the south-east corner of the Dock Number 5 belonging to the Company :

In the township of Norton in the said parish of Runcorn—

(5) An embankment (on the portion of Norton Marsh belonging or reputed to belong to the Company) commencing on the northerly side of the new road leading from Runcorn to Warrington at a point thereon about five yards from the easterly side of Randle's Creek measured in an easterly

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direction and terminating in the flood bank on the easterly side of the said portion of Norton Marsh :

The said embankment shall be constructed in accordance with plans and sections to be submitted to and approved of in writing by the acting conservator for the time being of the Mersey Commissioners.

Railway to form part of the undertaking of the Company.

5. The railway herein-before authorised shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the undertaking of the Company.

Period for completion of railway.

6. If the railway herein-before authorised by this Act be not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted for making and completing the said railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Deposit money not to be repaid except so far as railway is opened.

7. Whereas pursuant to the standing orders of both Houses of Parliament and to the Parliamentary Deposits Act 1846 a sum of four hundred and forty pounds being equal to five per centum upon the amount of the estimate in respect of the railway by this Act authorised has been deposited with the Paymaster-General for and on behalf of the Supreme Court in respect of the application to Parliament for this Act which sum is referred to in this Act as "the deposit fund" Be it enacted that notwithstanding anything contained in the said Act the deposit fund shall not be paid or transferred to or on the application of the person or persons or the majority of the persons named in the warrant or order issued in pursuance of the said Act or the survivors or survivor of them (which persons survivors or survivor are or is in this Act referred to as "the depositors") unless the Company shall previously to the expiration of the period limited by this Act for completion of the railway open the same for public traffic and if the Company shall make default in so opening the railway the deposit fund shall be applicable and be applied in manner provided in the next following section.

Application of deposit fund.

8. If the Company do not previously to the expiration of the period limited for the completion of the railway so complete and open the same in manner aforesaid then and in every such case the deposit fund or so much thereof as shall not have been paid to the depositors shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers

of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the depositors. Provided that until the deposit fund has been repaid or re-transferred to the depositors or has become otherwise applicable as herein-before mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

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9. Subject to the provisions of this Act in constructing the works by this Act authorised other than the alteration of the said embankments Numbers 1B 1G and 1H and as regards the railway by this Act authorised subject to the provisions of the sections of this Act the marginal notes of which are respectively "For the protection of Chadwick and Taylor Limited" and "For the protection of G. W. Goodwin and Son" the Company may with the consent of the Mersey Commissioners deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and may deviate vertically from the levels of the said works as shown on the deposited sections to any extent not exceeding three feet upwards and ten feet downwards.

Limits of deviation.

10. For the protection of Chadwick and Taylor Limited of the Ordsall Paper Mills (herein-after called "the owners") the following provisions shall apply unless otherwise agreed in writing between the owners and the Company:—

For the protection of Chadwick and Taylor Limited.

(1) The Company shall not acquire otherwise than with the consent of the owners any lands belonging to the owners or any rights of the owners over the towing-path herein-after mentioned or construct any works thereon with the exception of those herein-after expressly mentioned:

(2) The owners shall grant and the Company shall take a perpetual easement or right to lay work and maintain a single line of rails with a loop line connected therewith along the

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towing-path of the River Irwell forming part of or opposite to the lands works and premises of the owners in the manner and direction shown by the red lines upon the plan signed by William Henry Hunter on behalf of the Company and by John Bowden on behalf of the owners :

- (3) The rails shall be laid and maintained on the existing levels of the said towing-path in such a manner as not to interfere with the passage of horses carts or barrows across the said towing-path to the works and premises of the owners from the River Irwell at such places as may from time to time be required by the owners to give access from and to their works to and from the River Irwell and notwithstanding anything in this Act contained the Company shall not without the owners consent raise or lower the existing levels of the towing path forming part of or opposite to any portion of the said lands works and premises of the owners :
- (4) Without the owners consent no locomotive engines carriages waggons or trucks except those engaged in receiving or delivering goods to or from the owners works and premises shall be run upon such portion of the said railway as may be constructed upon or opposite to the owners said lands works or premises between the hours of six in the morning and nine in the evening but notwithstanding this provision the Company may if they think fit run one train each way between one and two o'clock in the day time and another train each way between the hours of six and seven in the evening Provided always that during such hours as the Company are hereby authorised to run trains it shall be lawful for the owners to block or use one of the two lines of rails co-extensive with their works so long as they keep open the other line and during the time in which the Company are hereby prohibited from running trains the owners may use or block both lines of rails co-extensive with their works as they think fit :
- (5) The Company shall not use the aforesaid railway or permit the same to be used for the conveyance of goods to or from any place or places beyond the point marked W. on the plan signed by William Henry Hunter on behalf of the Company and by Samuel Chadwick and Charles Cowan Goodwin herein-after in this section referred to as Plan Number 2 :
- (6) No locomotive engines carriages waggons or trucks shall be permitted to wait upon or opposite to the premises of the owners other than engines carriages waggons or trucks receiving goods from or delivering goods to the owners :
- (7) If by reason or in consequence of the running of steam locomotives along such portion of the said railway as forms



part of or is opposite to the owners said lands works and premises the owners shall either be unable to effect an insurance in a substantial office on their said buildings and premises and on the stock-in-trade thereon or if the rates payable in respect of any insurance shall be increased beyond the present rates or if by reason of the running of steam locomotives the owners suffer damage in their business of manufacturers of white paper then and in any of such cases if the owners shall give written notice to the Company requiring them not to run steam locomotives along the aforesaid portion of the said railway the Company shall within one month from the receipt of such notice cease to run steam locomotives on or along the said portion of the said railway and shall only employ such tractive power as will not cause an increased rate of insurance to become payable or cause damage to the owners in carrying on their business of white paper manufacturers :

- (8) The yearly rent payable by the Company to the owners for the aforesaid perpetual easement or right shall be the sum of twenty pounds per annum payable half yearly on the twenty-fourth day of June and the twenty-fifth day of December in each year the first of such half-yearly payments to be made on the twenty-fifth day of December next :
- (9) Nothing in this Act contained shall prejudice or affect any rights which the owners have or had before the passing of the Act of 1885 at law or in equity to take and use water from the River Irwell for the use of their works and premises and to discharge water into the River Irwell and to load and unload goods at or near their said works and premises and the Company shall afford facilities to the owners for laying renewing or repairing at their own cost any pipes under the lines of rails herein-before mentioned necessary for taking or discharging such water and for constructing at the cost of the owners any wharf or wharves for loading and unloading sea-going vessels as the owners shall think fit :
- (10) The owners shall be entitled to build over any portion of the towing path and railway between the points B and C on Plan Number 2 provided such building does not interfere with or obstruct the traffic on the railway :
- (11) The said railway and works of the Company shall be carried out in such a manner as not to interfere with the wells pipes drains sewers or other property of the owners and so as in no way to prejudicially interfere with such wells pipes drains sewers or other property of the owners during the construction of the same :

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(12) If at any time after the said railway shall have been completed any injury or damage shall be occasioned or arise to the said towing-path or the banks of the River Irwell adjacent to the works and premises of the owners or the wells pipes drains or sewers of the owners from the construction or the user of the said railway or other works of the Company in connexion therewith the Company shall from time to time make good and repair such injury or damage immediately after the discovery thereof and shall also from time to time make full compensation to the owners for any such injury or damage and shall also execute such works for the prevention of any future injury or damage as shall be deemed necessary in case of difference by an arbitrator to be appointed in manner herein-after mentioned such works to be executed within such time and in such manner as shall be fixed and specified in case of difference by such arbitrator and such damage and compensation shall be payable to and recoverable by the owners by all or any of the ways and means by which any damage or compensation is made recoverable by the incorporated Acts :

(13) Except as authorised by this section nothing in this Act contained shall alter diminish or affect the provisions of section 117 of the Manchester Ship Canal Act 1885 or section 33 of the Manchester Ship Canal (Alteration of Works) Act 1888 :

(14) The benefit of this section shall enure for the benefit of the owners for the time being of the works and premises now belonging to the owners :

(15) If any difference shall arise between the owners and the Company as to the true intent and meaning of this section or as to anything to be done or not to be done thereunder such difference shall be determined in accordance with the provisions of the Arbitration Act 1889 by an arbitrator to be appointed (unless otherwise agreed upon) on the application of the owners or the Company by the Board of Trade.

For the  
protection  
of G. W.  
Goodwin  
and Son.

11. For the protection of George William Goodwin and Charles Cowan Goodwin trading under the name of G. W. Goodwin and Son (herein-after referred to as "the owners") the following provisions shall apply unless otherwise agreed in writing between the owners and the Company :—

Sub-sections 1 to 9 and 11 12 14 and 15 of the section of this Act the marginal note of which is " For the protection of Chadwick and Taylor Limited " shall also apply to and enure for the benefit of the owners their heirs executors administrators and assigns in all respects and shall be read as if the names of the

owners had been inserted therein in place of the name Chadwick and Taylor Limited and as if the land works and premises of the owners had been referred to therein instead of the works of Chadwick and Taylor Limited and in construing sub-section (8) for the purposes of this section the rent to be paid by the Company for the easement shall be twenty shillings instead of twenty pounds: A.D. 1896.

The owners shall be entitled to build over any portion of the towing-path and the railway between the points C and D on Plan No. 2 referred to in the above-mentioned section provided such building does not interfere with or obstruct the traffic on the railway.

**12.** For the protection of the London and North Western Railway Company the following provisions shall apply and have effect:— For the protection of the London and North Western Railway Company.

If by or in consequence of the execution of the works by this Act authorised the existing low-water channel on the Lancashire side of the River Mersey known as the Garston Channel or Garston Deep shall be silted up or shifted or in any way affected so as to render the approach to the docks and basins of the London and North Western Railway Company at Garston less safe efficient or convenient than it was at the passing of the Act of 1885 or if the approach or entrance to that Company's docks at Widnes is rendered less safe efficient or convenient than it was at the passing of the Act of 1885 the Company shall make full compensation to the London and North Western Railway Company in respect thereof the amount of such compensation to be determined by arbitration under or according to the provisions of the Lands Clauses Acts.

**13.** If the works by this Act authorised are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for executing the same or otherwise in relation thereto shall cease except as to so much thereof as shall be then completed. Time for completion of works.

**14.** The provisions of the following sections of the Act of 1885 (that is to say):— Certain sections of Act of 1885 to apply to works.

Section 36. (Provisions for the Mersey Commissioners);

Section 37. (Works not to be altered &c. without consent of Mersey Commissioners);

Section 47. (Lights on works);

Section 48. (Company to exhibit lights);

Section 49. (Abatement of works abandoned or decayed); and

Section 50. (Survey of works by Board of Trade or Mersey Commissioners);

A.D. 1896. shall extend and apply to the works authorised by this Act other than the said railway as if those works were authorised by the Act of 1885.

For the protection of the Shropshire Union Railways and Canal Company.

**15.** For the protection of the Shropshire Union Railways and Canal Company (in this section called "the Shropshire Union Company") the following provisions shall (unless otherwise agreed upon in writing between the Shropshire Union Company and the Company) be observed and have effect (that is to say) :—

(1) If it shall be established to the satisfaction of an arbitrator to be appointed as herein-after mentioned that by reason or in consequence of the construction of the works by this Act authorised the velocity of the water at the entrance of or in the canal is so increased that the Shropshire Union Company cannot conduct carry on or work their traffic between Ellesmere Port and the River Mersey as heretofore then the canal company shall at their own costs provide maintain and man a tug of sufficient capacity to assist such company in conducting carrying on and working their said traffic at such times and in such manner as the arbitrator may direct :

(2) If it shall be established to the satisfaction of an arbitrator to be appointed as herein-after mentioned that by reason or in consequence of the construction of the works by this Act authorised the Shropshire Union Company have sustained any damage which will not or has not been compensated for by the Company providing a tug in manner mentioned in sub-section 1 the Company shall make compensation to the Shropshire Union Company for such damage the amount in case of dispute to be determined by the arbitrator :

(3) The arbitrator to decide any dispute or difference under this section shall in default of agreement be appointed by the Board of Trade at the instance of either party and such arbitrator shall also have power to decide how and by whom the costs of the reference and award shall be borne.

For the protection of the Salt Union Limited.

**16.** For the protection of the Salt Union Limited (in this section called "the Salt Union") the following provisions shall (unless otherwise agreed upon in writing between the Salt Union and the Company) be observed and have effect (that is to say) :—

(1) If it shall be established to the satisfaction of an arbitrator to be appointed as herein-after mentioned that by reason or in consequence of the construction of the works by this Act authorised the velocity of the water at the entrance of or in the canal is so increased that the Salt Union cannot conduct carry on or work their traffic between Ellesmere Port along

the canal and the River Mersey as heretofore then the Company shall at their own costs provide maintain and man a tug of sufficient capacity to assist the Salt Union in conducting carrying on and working their said traffic at such times and in such manner as the arbitrator may direct :

(2) If it shall be established to the satisfaction of an arbitrator to be appointed as herein-after mentioned that by reason or in consequence of the construction of the works by this Act authorised the Salt Union have sustained any damage which will not or has not been compensated for by the Company providing a tug in manner mentioned in sub-section 1 the Company shall make compensation to the Salt Union for such damage the amount in case of dispute to be determined by the arbitrator :

(3) The arbitrator to decide any dispute or difference under this section shall in default of agreement be appointed by the Board of Trade at the instance of either party and such arbitrator shall also have power to decide how and by whom the costs of the reference and award shall be borne.

17.—(1) If at any time or times hereafter by reason or in consequence of the construction of the works by this Act authorised the drainage of the respective estates of the Most Honourable George Henry Hugh Marquis of Cholmondeley William Higson the trustees of the will of Edward Abbott Wright Thomas Lewis Henry Birdwood Blogg John Ashton William Lowe Abraham White Thomas Ellams Ralph Bate Samuel Blythe Hervey Talbot Charles Edward Linaker or the trustees of the will of the late Henry Linaker or any or either of them shall be rendered less efficient than before the passing of this Act the Company shall by means of syphons or (with the consent of the owner or owners) in any other manner make good or remedy any damage or injury caused to the drainage of the aforesaid estates and shall also pay to the owner or owners of the land prejudicially affected thereby and to his or their tenant or tenants full compensation for any damage or injury he or they may have sustained by or in consequence of any interference with the aforesaid drainage.

For the protection of certain land-owners.

(2) Any dispute or difference which may arise as to whether the said works have rendered the said drainage less efficient or as to any compensation to be paid by the Company shall in default of agreement be referred to a sole arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either party and the costs of such reference shall be borne as he shall direct.

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For the protection of the owner of the Ince Hall and Thornton-in-the-Moors Estates.

**18.** For the protection of the trustees executrix and executors under the will of the late Edmund Waldegrave Park-Yates or other the owner or owners for the time being of the estates known as the Ince Hall Estate and the Thornton-in-the-Moors Estate in the townships and parishes of Ince and Thornton (and in this section referred to as "the said estates") now belonging or reputed to belong to them and all of whom are included under the expression "the owner" when used in this section the following provisions shall unless otherwise agreed in writing between the owner and the Company have effect (that is to say):—

Section 69 of the Act of 1885 the marginal note whereof is "For the protection of Edmund Waldegrave Park-Yates his heirs or assigns" shall extend and apply to this Act Provided that if in consequence of the exercise of any of the powers conferred upon the Company by this Act the said estates or any part thereof are at any time flooded and in the opinion of an arbitrator appointed as herein-after provided it is necessary for the purpose of preventing or remedying such flooding to syphon the Tang Running under the canal such syphon shall be constructed at the expense of the Company and the Company shall make full compensation to the owner for any other or further damage caused to the said estates by reason of the exercise of the powers of this Act:

Section 202 of the Act of 1885 the marginal note whereof is "As to arbitration" shall extend and apply to this section of this Act.

For the protection of the Weaver Navigation Trustees.

**19.** For the protection of the Weaver Navigation Trustees (herein-after called "the trustees") the following provisions shall unless otherwise agreed upon in writing have effect:—

- (1) If by reason or in consequence of any works by this Act authorised any sea-going vessel which heretofore could on the same tide and at the same time pass from the River Mersey through Weston Mersey Lock into the docks and basins of the trustees at Weston Point or vice versâ can no longer do so then and so often as the same shall happen any such sea-going vessel as aforesaid may free of any dues use in turn with other vessels the Company's deep-water jetties in the canal adjacent to the Delamere Dock or free of any dues on vessel or cargo lighter in the canal itself for the purpose of discharging or loading such portions of its cargo as may be necessary to enable such vessel to proceed on its journey Provided that the Company shall until the trolly road herein-after mentioned shall have been constructed and laid down by them pay the cost of lightering the aforesaid portion of the said cargo but if at any time hereafter a trolly road shall be constructed and

laid down by the Company to the reasonable satisfaction of the engineer of the trustees from the boundary of the land belonging to the trustees to the aforesaid deep-water jetties and of the same gauge as the existing trolly road of the trustees then and in such case the obligation of the Company to pay the cost of the aforesaid lightering shall cease. The aforesaid trolly road if constructed and laid down by the Company shall be maintained by and at their cost and shall be used by the trustees when necessary for discharging or loading such portion of cargo which may be discharged or loaded as herein-before mentioned:

(2) If by reason or in consequence of any works by this Act authorised any sea-going vessel is unable to proceed from the docks and basins of the trustees at Weston Point across the canal and through the Weston Mersey Lock upon the tide upon which it would heretofore have passed and shall be thereby neaped then and so often as the same shall happen any such sea-going vessel as aforesaid and its cargo may pass down the canal and through the Eastham Locks free of dues:

(3) If by reason or in consequence of any works by this Act authorised any vessel or barge which heretofore could pass into or out of the canal from or to the basins of the trustees at Weston Point cannot do so then and so often as the same shall happen any such vessel or barge and cargo may pass free of dues into the canal through the Weston Marsh Lock and along the portion of the canal intervening between the Weston Marsh Lock and the Weston Mersey Lock or through the Weston Mersey Lock along the aforesaid portion and out of the canal through the said Weston Marsh Lock as the case may be. Any such vessel or barge and cargo as aforesaid which may through pressure of traffic or want of time at Weston Mersey Lock be unable to pass through such lock in time to proceed upon the tide down the River Mersey upon which it would heretofore have passed may on such occasion only and provided the tide is registered as more than twelve feet above the level of Old Dock Sill at Liverpool pass down the canal and through the Eastham Locks free of dues. Provided nevertheless that any vessel or barge which shall under the provisions of this subsection pass to or from the canal through the Weston Marsh Lock from or to the River Weaver shall pay the same toll to the trustees as though such vessel or barge had passed to or from the canal at Weston Point:

(4) If at any time by reason or in consequence of the construction of the works of the Company by this Act authorised or any of

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them the passage for the flood waters of the River Weaver or the overflow or discharge of water from the lands adjoining the River Weaver whether above or below Frodsham Weir shall be in any way obstructed or rendered less efficient than heretofore or if the drainage of such lands or the passage or escape of flood or tidal waters therefrom as freely as heretofore shall be obstructed or prejudicially affected the Company shall at their own expense at the request of the trustees and as often as occasion shall require restore and make good such passage or drainage and provide for the passage or escape of such waters and remedy every such obstruction to the passage or discharge of the waters as aforesaid so as to secure for the future the escape of such waters in as effectual a manner as heretofore to the reasonable satisfaction of the trustees and the Company shall indemnify the trustees from all claims which may be made against them by reason of any such interference with the passage overflow or discharge of such waters or drainage as aforesaid.

For the protection of Messrs. Rigby and others.

**20.** The provisions of section 72 (the marginal note of which is "For the protection of Messrs. Rigby and others") of the Act of 1885 shall apply to the works authorised by this Act as if they were works authorised by the Act of 1885.

For the protection of Messrs. Heywood and Massie.

**21.** For the protection of Heywood and Massie or other the owners for the time being of the works at Frodsham standing in the portion of the River Weaver known as Frodsham River (hereinafter called "the owners") the following provisions shall unless otherwise agreed upon in writing between the Company and the owners have effect:—

If by reason or in consequence of the works by this Act authorised the channel leading to or the loading berth at the said works shall be rendered less deep than before the passing of this Act the Company shall from time to time at their own cost when and as required in writing by the owners restore by means of dredging or otherwise the said channel and berth to the depth existing at the time of the passing of this Act.

For the protection of the corporation of Widnes and others.

**22.** Nothing in this Act shall prejudicially affect the rights of the mayor aldermen and burgesses of the borough of Widnes under section 82 (For the protection of the entrances to docks &c. at Widnes) of the Act of 1885 or of any company or person specified in that section (as those rights respectively existed at the passing of that Act) or the obligations or liabilities of the Company with respect to those rights but such rights obligations or liabilities shall



extend to the works authorised by this Act as though they had been authorised by the Act of 1885.

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**23.** For the protection of the rural district council of Runcorn (herein-after called "the district council") the following provisions shall unless otherwise agreed upon in writing have effect:—

For the protection of the Runcorn Rural District Council.

(1) Nothing in this Act contained shall prejudice vary diminish or affect the rights powers privileges and remedies of the district council as the successors of the guardians of the poor of the Runcorn Union under or by virtue of an agreement dated the fifth day of May one thousand eight hundred and ninety-one and made between the said guardians of the one part and the Company of the other part or relieve the Company from any liabilities or obligations thereby imposed upon them or render the district council liable to any penalty or cost for doing any act or thing in accordance with the provisions of the said agreement. All the provisions of the said agreement shall so far as applicable apply to and in the case of all works to be executed by the Company under the powers of this Act and for that purpose such last-mentioned works shall be deemed to be included within the expression "the said canal works" in the said agreement:

(2) If by reason or in consequence of the construction of any of the works by this Act authorised or the execution of any of the powers by this Act conferred upon the Company or the non-fulfilment of any of the obligations by this Act imposed upon the Company the level of the water in the canal of the Company or in the River Weaver shall be so raised or the ebb tide retarded that the outfalls of any of the sewers drains brooks or watercourses vested in or under the management or control of the district council shall be submerged to such an extent as to render them or any of them appreciably less operative or efficient or to cause them or any of them to be more foul or to require them or any of them to be more frequently cleansed than they otherwise would have been or have required the Company shall execute all such works and do all such things as shall be reasonably necessary for the proper discharge or disposal of the sewage or drainage or cleansing to the satisfaction of the district council:

(3) If by reason or in consequence of the construction of any of the works by this Act authorised or the execution of any of the powers by this Act conferred upon the Company or the non-fulfilment of any of the obligations by this Act imposed upon the Company it shall be proved to the satisfaction of the Local Government Board or of any competent authority that

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the waters of the canal or River Weaver have become so polluted as to be a nuisance injurious to health the Company shall forthwith execute all works and do all things necessary for abating such nuisance and for preventing such nuisance from again arising :

(4) If by reason or in consequence of the construction of any of the works by this Act authorised or the execution of any of the powers by this Act conferred upon the Company or the non-fulfilment of any of the obligations by this Act imposed upon the Company the district council shall by any competent authority be ordered to clarify or otherwise deal with their sewage then and in such case the Company shall if so required by the district council construct and maintain such syphons or other works as may be necessary for the purpose of enabling such sewage to be discharged into the estuary of the River Mersey or otherwise dealt with :

(5) Sub-sections 2 3 and 4 of this section shall be in addition to and not in derogation of the rights powers privileges and remedies of the district council under or by virtue of the said agreement of the fifth day of May one thousand eight hundred and ninety-one :

(6) All works and things to be executed and done by the Company under or by virtue of the provisions of this section shall be executed and done at the expense in all things of the Company :

(7) Any difference from time to time arising between the district council and the Company with reference to any of the matters referred to in this section shall in default of agreement be referred to a sole arbitrator to be appointed by the Local Government Board on the application of either party and the costs of such reference shall be borne as he shall direct.

Rates and charges fixed by the Cranbrook &c. Order of 1893 extended to all railways of the Company.

24. The provisions of section 6 of the Railway Rates and Charges (Cranbrook and Paddock Wood Railway &c.) Order 1893 confirmed by the Railway Rates and Charges (Cranbrook and Paddock Wood Railway &c.) Order Confirmation Act 1893 shall extend and apply to all the railways since the passing of that Act constructed by the Company under the powers of any Act of Parliament and to the railway by this Act authorised as though those railways had been expressly named in the said section.

Power to take lands.

25. Subject to the provisions of this Act the Company may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as they may require for the works by this Act authorised.

**26.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which other than parties to the agreement have an interest) required for the purposes of this Act or any of the purposes of their undertaking in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

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Power to take easements &c. by agreement.

**27.** The powers for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

**28.** The Company may for the purposes of this Act (in addition to any lands they are authorised to acquire and hold under the other powers of this Act) from time to time by agreement acquire in fee either by purchase or by way of exchange or otherwise any land not exceeding in the whole one hundred acres and any right easement or privilege therein thereunder thereover or thereupon not being an easement right or privilege of water in which other than parties to the agreement have an interest but nothing in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Power to acquire additional lands by agreement.

**29.** The Company shall not under the powers of this Act or of any Act the powers of which are extended by this Act purchase or acquire 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 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" means and includes mechanics artisans 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 of such persons who may be residing with them.

**30.** If on demand any person fail to pay any dues to the Company in respect of any vessel or cargo the Company may detain

Recovery of dues.

A.D. 1896. and sell such vessel or all or any part of such cargo or if the same respectively have been removed from the canal or premises of the Company may detain and sell any other vessels or cargo on the canal or within such premises and belonging to the person liable to pay the said dues and out of the moneys arising from such sale the Company may retain the dues so payable and all expenses of such detention and sale rendering the overplus (if any) of the moneys arising from such sale and such of the vessels and cargo as shall remain unsold to the person entitled thereto or the Company may recover any such dues by action in any court of competent jurisdiction.

Company may fill up space between embankments of railways of London and North Western Railway Company at Walton Arches.

**31.**—(1) In order to enable the Company to utilise for the deposit thereon of material dredged from the River Mersey and the canal the land at Walton Arches in the township of Warrington in the county of Lancaster belonging or claimed to belong to the Company they may fill up level with the top of the slope of the embankment of the old railway of the London and North Western Railway Company situate at Walton Arches the space shown on the deposited plans and described in the deposited book of reference and situate between that embankment and the embankment of the Deviation Railway Number 1 constructed in pursuance of the Act of 1885 being Work Number 17 therein described and the Company may acquire and the London and North Western Railway Company may and shall grant to the Company such an easement on and over the slopes of the said embankments as may be necessary for the purpose aforesaid.

(2) The terms and conditions upon and in consideration of which such easement shall be acquired shall unless agreed on between the Company and the London and North Western Railway Company be settled by arbitration and the provisions of the Lands Clauses Acts shall apply to and in relation to such easement as if the same were lands within the meaning of those Acts.

(3) The said filling up shall be effected to the reasonable satisfaction of the principal engineer of the London and North Western Railway Company so as to prevent any wet material being deposited upon any portion of the embankment of the said Deviation Railway Number 1.

(4) The whole of the work by this section authorised shall be completed within four years from the passing of this Act.

**32.** The Company shall abandon the construction of the Branch Railway Number 1 authorised by the Act of 1885 the powers for the construction of which were revived by the Act of 1894.

**33.** The abandonment by the Company under the authority of this Act of the said branch railway shall not prejudice or affect the

Power to abandon the construction of Branch Railway No. 1 authorised by Act of 1885.

Compensation for damage to

right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Act of 1885.

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land by  
entry &c. for  
purposes of  
railway  
abandoned.

**34.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to the said branch railway authorised to be abandoned by this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Acts for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Compensa-  
tion to be  
made in  
respect of  
railway  
abandoned.

**35.** Subject to the provisions of section 41 of the Act of 1885 relating to compensation to landowners and other persons injured and for protection of creditors the High Court may at any time after the passing of this Act on the application of the person or the majority of the persons named in the warrant or order referred to in section 40 of the Act of 1885 or the survivors or survivor of them or the executors or the administrators of such survivor (in the Act of 1885 and herein-after called "the depositors") order that the sum of one thousand two hundred and twenty-three pounds and ninepence new two and three quarters per cent. consolidated stock and the interest or dividends thereon shall be transferred and paid to the depositors or as they may direct and upon such order being made the said sum or the balance thereof and the interest and dividends thereon shall be transferred and paid accordingly.

Return of  
deposit in  
respect of  
Branch  
Railway  
No. 1 autho-  
rised by the  
Act of 1885.

**36.—(1)** Whenever the sluices at Latchford Locks are raised for the purpose of discharging land floods the Company shall open and keep open the sluice adjoining Walton Lock for the purpose of discharging water through the sluice from the canal into the river when the respective levels of the canal and the river admit thereof:

For the pro-  
tection of the  
corporation  
of Warring-  
ton.

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The mayor, aldermen and burgesses of the borough of Warrington (in this section referred to as "the corporation") shall have the joint control management and direction of the sluice adjoining Walton Lock and the cost of such joint control management and direction shall be paid by the Company.

(2) The corporation so far as is necessary for the purposes mentioned in sub-section 12 of section 88 of the Act of 1885 shall have the joint control management and direction of all sluices or falling or tilting doors now erected or hereafter to be erected at Woolston Weir by the Company the cost of such joint control management and direction to be paid by the Company. And the corporation shall further have the right of surveying, sounding, gauging and inspecting the channels leading to and from Woolston Weir so far as these channels are the property of the Company.

(3) Except as otherwise expressly mentioned nothing in this Act shall alter affect or take away any rights of the corporation existing at the passing of this Act with respect to the discharge of water from the canal through the town of Warrington by the old river course or as to the depth of water to be maintained in the river or as to any other matters whatsoever in the previous Acts of the Company or in any agreement entered into between the corporation and the Company.

Byelaws for  
Bridgewater  
Canals.

**37.** In addition to the powers of making byelaws contained in any other enactment enabling the Company to make byelaws or regulations the Company may from time to time make byelaws for all or any of the following purposes for and in relation to the Bridgewater Canals or any of them (that is to say):—

For preventing the navigation of the said canals by unseaworthy vessels or by vessels of improper construction or of improper or insufficient fitting or equipment;

For regulating the loading, unloading, mooring, hauling, propelling, towing and navigating vessels on the said canals;

For the prevention of nuisances and of obstruction in the waterway or to the navigation of the said canals;

For compelling the owner or person in charge of any vessel which has been sunk in the said canals to remove the same at his cost;

For preventing the throwing or permitting anything to fall or be washed into the said canals;

For regulating or if thought fit prohibiting fishing or bathing in or the taking of water from the said canals by unauthorised persons:

And the provisions of section 198 (Additional byelaws) of the Act of 1885 shall extend and apply to and in relation to the making of such byelaws and the penalties for any breach of the same.

Nothing in this Act or in any byelaw made in pursuance hereof shall take away alter or prejudicially affect— A.D. 1896.

Any easement belonging to or claimed by the United Alkali Company Limited their successors or assigns of taking water from the Bridgewater Canals or any of them; or

Any easement belonging to or claimed by the rural district council of Runcorn.

**38.**—(1) Subject to the provisions of the sections of this Act the marginal notes whereof are “For the protection of Chadwick and Taylor Limited” and “For the protection of G. W. Goodwin and Son” the Company may inclose by walls or otherwise all or any of their docks basins quays warehouses and other works in such manner as they may deem necessary and as will tend to the better security of property therein. Power to inclose docks and premises.

(2) The Company shall reserve and maintain a footway not less than four feet wide over the property of the Company from Weston Point to Runcorn.

(3) Nothing herein contained shall affect or diminish any rights in relation to Runcorn Lock contained in section 32 of the Act of 1885.

(4) Nothing herein contained shall affect or lessen the liability of the Company to provide and maintain the communication in connexion with the Widnes Ferry provided for by section 82 (4) of the Act of 1885.

**39.** The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise and which they do not require for the purposes for which such moneys were authorised to be raised and the purposes of this Act shall be deemed to be “authorised purposes” within the meaning of the Manchester Ship Canal (Additional Capital) Act 1893. Power to apply funds to purposes of Act.

**40.** Notwithstanding anything contained in section 39 (Period for completion of works) and section 88 (For the protection of corporation and traders &c. of Warrington) of the Act of 1885 and section 12 (Extension of time for completion of works) of the Act of 1891 and section 34 of the Manchester Ship Canal Act 1893 (Extending time for completion of Warrington Dock) the time for the completion of the Warrington Dock is hereby extended to the period of ten years from the first day of January one thousand eight hundred and ninety-four within which period that dock shall be completed and from and after the expiration of that period the power to construct that dock shall cease. Extension of time for construction of Warrington Dock.

[Ch. clxxxii.] *Manchester Ship Canal Act, 1896.* [59 & 60 VICT.]

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Saving  
rights of  
Crown under  
Crown Lands  
Act.

41. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty Her heirs or successors.

For the pro-  
tection of  
Sir Richard  
Marcus  
Brooke Bart.

42. Nothing contained in this Act shall take away abridge prejudice or affect any right or privilege vested in or enjoyed by Sir Richard Marcus Brooke Baronet or the owner or occupiers for the time being of the Norton Priory Estates and in particular nothing in this Act shall prejudice or affect the provisions for the protection of the Norton Priory Estates and the owners and occupiers thereof contained in section 81 of the Act of 1885 or in section 29 of the Manchester Ship Canal Act 1893 or in any of the agreements entered into between the late Sir Richard Brooke or Sir Richard Marcus Brooke and the Company.

Confirming  
agreement  
with the cor-  
poration of  
Warrington.

43. The terms of agreement set forth in the schedule to this Act are hereby confirmed and made binding upon the mayor aldermen and burgesses of the borough of Warrington and the Company as if the same were contained in an agreement duly entered into by those parties and confirmed by Act of Parliament and the agreement dated the ninth day of April one thousand eight hundred and ninety-six and made between the same parties is hereby declared to be null and void so far only as the same differs from the terms of agreement hereby confirmed.

Provision for  
Merchant  
Shipping  
Acts and  
general Acts.

44. Nothing in this Act contained shall exempt the canal or docks or the Company from the provisions of the Merchant Shipping Act 1854 or any general Acts relating to docks or dues on shipping or on goods carried in ships now in force or which shall be passed during the present or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the dock rates or duties authorised to be charged by the Company.

Provision as  
to general  
Railway  
Acts.

45. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Costs of Act.

46. All the 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.



The SCHEDULE referred to in the foregoing Act.

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THIS AGREEMENT made the ninth day of April one thousand eight hundred and ninety-six between the MAYOR ALDERMEN AND BURGESSES of the Borough of Warrington (in this agreement called "the corporation") and THE MANCHESTER SHIP CANAL COMPANY (in this agreement called "the Company").

WHEREAS by the Manchester Ship Canal Act 1885 (in this agreement called "the Act of 1885") the Company were authorised to make and maintain in the lines and situation shown on the deposited plans the canal docks and other works in that Act mentioned :

And whereas for the protection of the corporation and of traders manufacturers and others carrying on business at or near Warrington section 88 among others was inserted in the Act of 1885 and it was enacted that those provisions unless otherwise agreed on between the corporation and the Company should have effect :

And whereas by sub-section 14 of the said section 88 of the Act of 1885 (in this agreement called "section 88") it was provided that before the canal was opened for traffic the Company should at their own cost dredge the bed and banks of the River Mersey and for ever after maintain the same dredged so that at all times there should be a depth of eight feet of water at low water of spring tides between the western boundary of the works of Monks Hall and Company at or near Bank Quay and the eastern boundary of the borough of Warrington near the commencement of the Latchford canal :

And whereas the dredging so required to be executed by the Company was commenced and in part executed but could not be completed upon the opening of the canal And in consideration of the corporation consenting not to oppose the opening of the canal on the first day of January one thousand eight hundred and ninety-four the Company by agreement made and entered into between the corporation and the Company and dated the twelfth day of December one thousand eight hundred and ninety-three bound themselves effectually to execute and complete at their own cost the dredging authorised by section 88 sub-section 14 on or before the first day of July one thousand eight hundred and ninety-four and for every day on which the Company should be in default in respect of the completion of the said dredging the Company undertook to forfeit and pay to the corporation the sum of fifty pounds per day as and by way of liquidated damages and save as aforesaid reserving all powers rights and privileges of the corporation and the manufacturers and traders of Warrington under the Acts relating to the Company or otherwise :

And by the same agreement the Company undertook and agreed as follows viz. That during the period which should elapse between the first day of December one thousand eight hundred and ninety-three and the completion of the aforesaid dredging the corporation traders and manufacturers carrying on business at Warrington and specified in the First Schedule to the now reciting agreement should have the right to carry by means of their barges or boats specified in the

[Ch. clxxxii.] *Manchester Ship Canal Act, 1896.* [59 & 60 VICT.]

A.D. 1896. Second Schedule to the said reciting agreement free of rates or tolls and for the purposes of their respective businesses only goods and materials from the River Mersey to the River Mersey along the portion of the Manchester Ship Canal between the entrance to the Runcorn and Latchford Canal and the Bridgewater Lock at Runcorn and also along the Runcorn and Latchford Canal and the entrance lock giving access to the Manchester Ship Canal and the Runcorn and Latchford Canal respectively :

And whereas disputes and differences have arisen between the corporation and the Company in connexion with the aforesaid dredging and for the purpose of settling such disputes and differences the corporation and the Company have agreed to enter into and execute these presents :

And whereas the traders manufacturers and all other persons now or hereafter carrying on business at or near Warrington are entitled to use portions of the canal and River Mersey and the lock and works at Walton on the terms and conditions defined in sub-section 2 of section 88 and the corporation and the Company have agreed to alter those terms and conditions as herein-after mentioned :

Now therefore this agreement witnesseth—

1. Sub-section 14 of section 88 shall for the purposes of this agreement be read and have effect as if the same were in the words following (that is to say):—

(a) The Company shall forthwith at their own cost dredge the bed and banks of the River Mersey (meaning thereby a channel in and along the River Mersey having a minimum width of fifty feet at the bottom) and for ever after maintain the same dredged so that at all times there shall be a depth of eight feet of water at low water of spring tides in the said channel between the western boundary of the works of Monks Hall and Company Limited at or near Bank Quay and Howley Lock The portion of the old bed of the River Mersey between the westerly end of the river diversion and Walton Lock (which portion of the River Mersey is shown on the plan hereunto annexed and therein coloured blue) is admitted and agreed to be a portion of the River Mersey within the limits aforesaid :

(b) The Company shall not be bound to dredge the bed or banks of the River Mersey defined as aforesaid or to maintain the depth of eight feet of water in the said channel between Howley Lock and the eastern boundary of the borough of Warrington near the commencement of the Latchford Canal unless and until the locks at Howley and Twenty Steps Bridge respectively or either of them (which locks are shown on the plan annexed to this agreement and thereon marked A and B) are at any time hereafter enlarged by the Company or with their consent from their present dimensions respectively so as to enable vessels of increased size to get to Howley in which event the Company shall in like manner be bound at their own cost to dredge the bed and banks of the River Mersey defined as aforesaid and to maintain the depth of eight feet of water in the said channel for the entire distance between the said western boundary of the works of Monks Hall and Company Limited and the said eastern boundary of the borough of Warrington :

(c) With regard to so much of the bed and banks of the River Mersey defined as aforesaid and of the said channel as passes under Warrington Bridge the Company may at that point reduce the said minimum width

of fifty feet at the bottom of the channel in case the engineer of the Company and the surveyor of the corporation shall be of opinion and shall report that such reduction is necessary having regard to the safety of the bridge but such reduction shall not be made to any further or greater extent than may be unavoidable in the actual circumstances at that point :

(d) The Company shall at their own cost and from time to time when required by written notice given by the corporation or any trader or manufacturer concerned within three months from the receipt of such notice as regards the herein-after mentioned existing wharves and within six months from the receipt of such notice as regards the herein-after mentioned future wharves dredge and shall from time to time as and when required by notice in writing given by the corporation or any such trader or manufacturer maintain such dredging so that at all times there shall be a depth of eight feet of water at low water of spring tides in front of all wharves existing at the date of this agreement between the western boundary of the works of Monks Hall and Company Limited at or near Bank Quay and Howley Lock and also in front of any future wharves which may within a period of five years from the date of this agreement be constructed on the north side of the River Mersey between the western boundary of the works of Monks Hall and Company Limited at or near Bank Quay and Howley Lock or on the south side of the River Mersey between the present western boundary of the borough and Howley Lock Provided always that if the Company shall fail to dredge or to maintain the dredging in front of the herein-before mentioned wharves or any of them in manner herein-before described the trader or manufacturer concerned may upon giving the notice herein-before required to be given to the Company accompanied by a report signed by the surveyor for the time being of the corporation certifying such neglect or failure then and in any such case and so often as the same shall happen upon the expiration of the time in respect of which such notice has been given as aforesaid execute and carry out the dredging as to which there shall be such neglect or failure and the Company shall thereupon pay to such trader or manufacturer the costs and expenses reasonably incurred by him in executing and carrying out such dredging And the Company after the expiration of the said period of five years shall when required by written notice given by the corporation or any trader or manufacturer concerned and within six months from the receipt of such notice dredge to a depth of eight feet in front of any other wharves which may be erected on the River Mersey within the aforesaid limits but at the expense of the owners of such last-mentioned wharves :

(e) Provided always that the owners of all such wharves whether existing or future shall indemnify the Company against any damage (except damage arising from the Company's negligence) to their respective wharves which may arise from such dredging or maintenance if carried out at their request and the Company shall only be required to dredge or maintain the dredging in front of such wharves as are or have been in use and only such portions of the said wharves as are at the time actually required for traffic purposes or for the purpose of keeping clear any pipe by means of which water is now drawn from the river :

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(f) The Company shall within six months from the date of this agreement provide in the said channel at a situation or situations to be agreed upon between the surveyor of the corporation and the engineer of the Company one or more efficient and suitable turning place or places for vessels.

2. Sub-section 2 of section 88 shall for the purposes of this agreement be read and have effect as if the same were in the words following (that is to say):—

(a) The traders manufacturers and all other persons now or hereafter carrying on business at or near Warrington shall have the right to use that portion of the canal sanctioned by the Act of 1885 between the entrance to the Warrington Dock and Eastham and also the entrance locks to the canal at Eastham when available and when not available then one or other of the lock entrances to the canal below the old Quay Docks and also the River Mersey between the works of Monks Hall and Company Limited at or near Bank Quay and the eastern boundary of the borough above Howley Weir and also the aforesaid part of the River Mersey situated between the new river diversion and Walton Lock and also the right to use the lock and works near Walton so as to pass into or out of the canal for any vessels the tonnage burthen of which is not more than two hundred and fifty tons upon payment of a toll for each journey up or down (including the use of the locks) not exceeding threepence per ton of cargo and if such vessels carry no cargo or less than twenty tons of cargo upon payment of a toll not exceeding five shillings upon each such vessel for each such journey Provided that if toll to the amount of not less than one pound shall have been paid in respect of a cargo carried by such vessel up or down then such vessel shall be entitled to return without any cargo free of toll Provided also that such vessels are for the time being solely employed in navigating or trading between the eastern boundary of the borough of Warrington through the Walton Lock and any dock quay port or place situate on the River Mersey below Warrington Provided also that the aforesaid traders and manufacturers may use the said portions of the canal and river and the said lock and works near Walton for vessels of any tonnage belonging to or hired or chartered by any of them when engaged in the conveyance of goods through the Walton Lock for the purpose of their respective businesses to or from or between the eastern boundary of the borough of Warrington and any port or place outside the River Mersey upon payment of a toll for each journey up or down not exceeding sixpence per ton of cargo The Company may demand take and recover the tolls mentioned in this section accordingly and such tolls shall be inclusive of and in substitution for all tolls otherwise leviable by the Company (if any) on cargo carried in such vessels on such voyages and all or any tolls which may have become due or payable in respect of any such vessels using the canal river and Walton Lock since the first day of October one thousand eight hundred and ninety-four shall be calculated and leviable at such reduced rates of threepence and sixpence accordingly:

(b) If at any time hereafter it shall be found impossible or impracticable to work Walton Lock by reason or in consequence of any defect in the lock machinery or work or if at any time hereafter there shall be less than the

prescribed depth of water in the channel which is to be dredged by the Company as herein-before mentioned then and in either of such cases the aforesaid traders and manufacturers shall be at liberty to load and discharge by means of barges or lighters the herein-after mentioned vessels lying in the Manchester Ship Canal near Walton Lock free of cost other than the tolls payable in respect of such vessels and the cargo carried therein or discharged therefrom provided always that no unnecessary delay take place in any such loading or discharging and that no interruption shall be thereby caused to the Company's traffic:

- (c) Provided also that the aforesaid privilege of loading and discharging shall only apply to vessels not exceeding two hundred and fifty tons burthen trading with ports in the River Mersey and only to such vessels trading beyond the said river as could have passed through Walton Lock and navigated a channel of water eight feet in depth:
- (d) In case at any future time that portion of the river between Walton Lock and the western end of the river diversion shall become unnavigable through ice the traders and manufacturers of Warrington shall have the alternative right of using the Runcorn and Latchford Canal and the several locks thereon and Howley Lock in place of using Walton Lock and the said portion of the river upon payment of the same tolls as such trader and manufacturer would have had to pay if he had used the Walton Lock and the said portion of the river:
- (e) All rights and privileges given to the traders or manufacturers of Warrington under section 4 of the herein-before recited agreement of the twelfth day of December one thousand eight hundred and ninety-three shall forthwith cease.

3. The Company shall within six months from the date of this agreement commence and within twelve months complete the construction of a wharf three hundred feet long near the entrance to the Warrington Dock from the Ship Canal at or near the site shown on the plan received by the Company from the corporation on the eighth day of May one thousand eight hundred and ninety-five and with deep water alongside such wharf sufficient to enable large vessels using such wharf to load or discharge and in any case with a depth of water alongside such wharf not exceeding that available in the canal as the corporation may from time to time require. If the Company shall neglect or fail to construct or to complete the construction of the said wharf within the period above specified then and in such case the corporation may if they think fit construct or complete the construction of such wharf and the Company shall thereupon pay to the corporation the costs and expenses reasonably incurred by them of and attending such construction or completion of construction as the case may be.

4. The Company bind themselves effectually to execute and complete at their own cost the several dredging and other works prescribed by this agreement.

5. All penalties (if any) incurred by the Company to the corporation under or by virtue of the said agreement of the twelfth day of December one thousand eight hundred and ninety-three are hereby absolutely waived and released.

A.D. 1896.

6. If and whenever the Company shall fail to maintain the channel referred to in the first clause of these presents and navigation is thereby obstructed then and in each such case the traders and manufacturers carrying on business at Warrington shall have the right of navigation in respect of vessels passing through the Walton Lock of the portion of the Manchester Ship Canal extending from Eastham to the Walton Lock and of the portion of the River Mersey within the limits described in clause 1 (a) of this agreement free of all tolls and dues until the aforesaid channel shall have been made and completed to the reasonable satisfaction of the surveyor for the time being of the corporation. Provided always that no such trader or manufacturer as aforesaid shall be entitled to the right of navigation referred to in this clause if the Company immediately on the receipt of a written notice from the surveyor for the time being of the corporation certifying the fact of such obstruction and its position and extent commence to dredge and continue to dredge the aforesaid channel to the reasonable satisfaction of the surveyor for the time being of the corporation.

7. Notwithstanding anything herein-before contained it is hereby declared and agreed that if the Company fail to fulfil any of the provisions of this agreement and shall not within six months after receiving notice in writing from the corporation comply with such notice and fulfil the provisions of this agreement then upon any such event the rights powers and privileges of the corporation and of the said traders and manufacturers under the Act of 1885 (except sub-section 6 of section 88) shall thereupon revive and have full force and effect notwithstanding this agreement or the said agreement of the twelfth day of December one thousand eight hundred and ninety-three and as if such agreements had never been executed.

8. If and whenever the Company shall neglect or fail to maintain the channel referred to in the first clause of these presents and the corporation shall give to the Company a written notice specifying the obstruction to such channel and its nature and extent then and in any such case and so often as the same shall happen upon the expiration of six calendar months after the time of giving such notice the corporation may if they think fit remove such obstruction and the Company shall thereupon pay to the corporation the costs reasonably incurred by them in effecting the removal of such obstruction. Provided always that if and whenever the corporation elect to avail themselves of the power hereby conferred upon them the operation of clause 7 of this agreement shall for the time being and from time to time as often as the corporation shall avail themselves of such power be suspended and shall not operate or take effect until notice (in addition to the notice required by clause 7) has been served upon the Company by the corporation that they have not availed and do not intend to avail themselves of the power hereby conferred upon them.

9. Save as herein-before expressly mentioned nothing in this agreement contained shall affect lessen or take away any rights powers and privileges enjoyed by or conferred upon the corporation and the manufacturers and traders of Warrington under or by virtue of any Acts relating to the Company or otherwise and save as aforesaid such rights powers and privileges are hereby reserved accordingly.

A.D. 1896.

10. If any difference shall arise between the Company and the corporation as to the true intent and meaning of this agreement or as to anything to be done or not to be done thereunder such difference shall be determined by an engineer to be appointed (unless otherwise agreed on) on the application of the Company or the corporation by the President for the time being of the Institution of Civil Engineers whose decision shall be final and binding on both parties and the cost of the reference shall be borne as he shall direct.

11. This agreement shall be subject to such alterations as Parliament may think fit to make therein and shall be scheduled to and confirmed by the Bill being promoted by the Company in the session of 1896 unless its terms shall be embodied therein or otherwise provided for thereby but if the said Bill shall fail to obtain the Royal Assent in such shape as to give effect to these presents or with such variations as shall be mutually agreed to by the corporation and the Company then this agreement or such part or parts thereof as shall not be confirmed by the said Bill shall be embodied in scheduled to and if Parliament so permit confirmed by a Bill to be promoted by the Company or the corporation (whichever event shall first happen) in the next or subsequent session of Parliament.

12. The corporation shall have all rights and privileges under and shall be deemed to be traders within the meaning of this agreement.

13. The corporation and the Company shall each bear their own costs charges and expenses of and in relation to this agreement or incidental thereto.

In witness whereof the corporation and the Company have hereunto affixed their respective common seals the day and year first herein-before written.

Passed under the common seal of the corporation in the presence of

JAMES FAIRCLOUGH *Mayor.*  
J. LYON WHITTLE *Town Clerk.*

L.S.

Passed under the common seal of the Company in the presence of

JOHN K. BYTHELL } *Directors.*  
BOSDIN T. LEECH }  
A. H. WHITWORTH *Secretary.*

L.S.

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