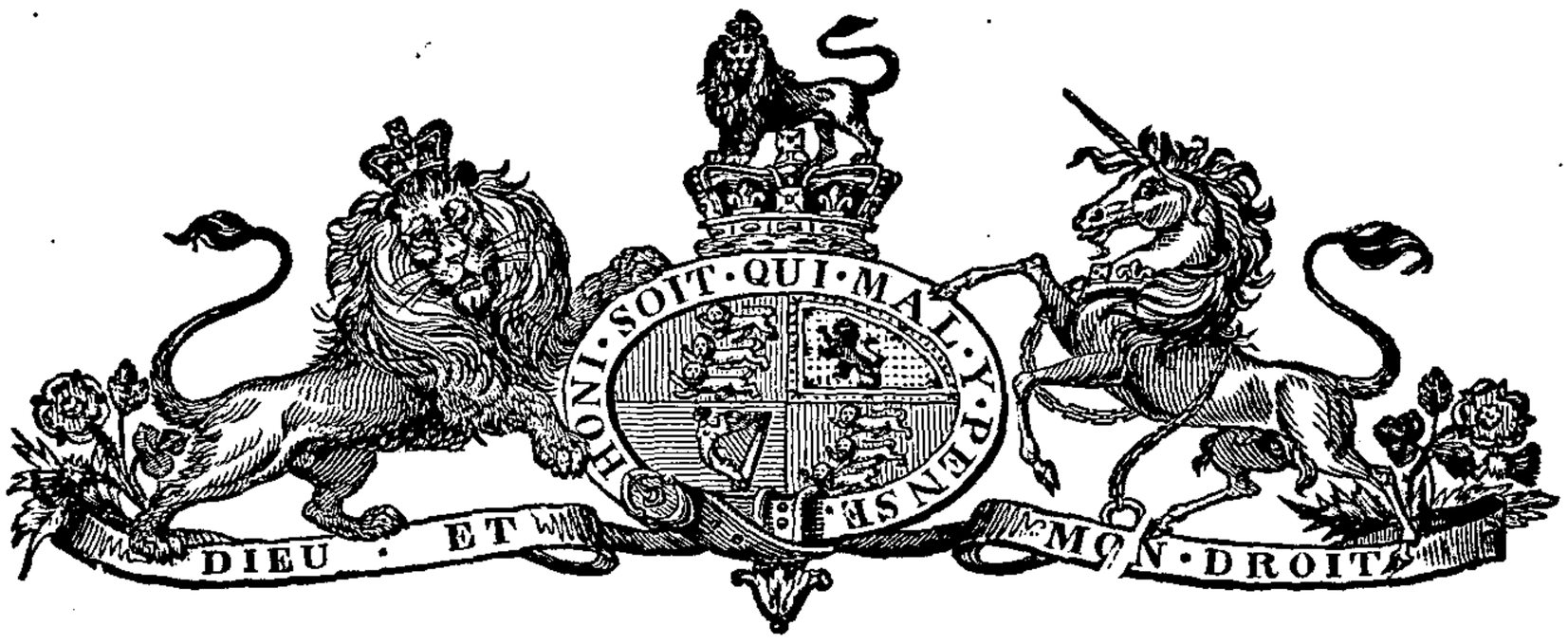


ANNO DECIMO TERTIO

VICTORIÆ REGINÆ.

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5 & 6 Vict. c. 5. Fifth Year of the Reign of Her present Majesty, intituled *An Act to authorize the Purchase of a certain Ferry called* "Woodside Ferry" *by the Commissioners for the Improvement of the Township or Chapelry of* Birkenhead *in the County Palatine of* Chester, *and for amending the Improvement Acts for the said Township:* And whereas an Act was passed in the Sixth Year of the Reign of Her

6 & 7 Vict. c. 13. present Majesty, intituled *An Act for extending the Powers of the Commissioners of the Township of* Birkenhead *in the County of* Chester, *and for including the Township of* Claughton-cum-Grange *and Part of the Township of* Oxton, *in the same County, within their Jurisdiction:* And whereas another Act was passed in the

6 & 7 Vict. c. 24. Sixth Year of the Reign of Her present Majesty, intituled *An Act for establishing a Cemetery in* Birkenhead *and* Claughton-cum-Grange, *or one of them, in the County of* Chester: And whereas an Act was passed in the Seventh Year of the Reign of Her present

7 & 8 Vict. c. 32. Majesty, intituled *An Act to authorize the Purchase of* 'Monk's Ferry' *by the Commissioners for the Improvement of* Birkenhead, Claughton-cum Grange, *and Part of* Oxton, *in the County of* Chester, *and for amending the Acts relating to the said Commissioners:* And whereas an Act was passed in the Ninth Year of the Reign of Her

9 & 10 Vict. c. 28. present Majesty, intituled *An Act for altering, amending, and enlarging the several Acts relating to the Improvement of* Birkenhead, Claughton-cum-Grange, *and Part of* Oxton, *in the County of* Chester: And whereas by the said Acts the Commissioners for carrying the same into effect were authorized to levy Improvement Rates, Watching and Lighting Rates, and Sewerage Rates, and to borrow or take up at Interest various Sums of Money amounting in the aggregate to Four hundred and three thousand Pounds, and to secure certain of the Sums to be so borrowed by Mortgage of the said Improvement Rates and other Property of the said Commissioners, and to secure others of the said Sums by Mortgage of the said Watching and Lighting Rates, and others of the said Sums by Mortgage of the said Sewerage Rates; and by some of such Acts Mortgages of the said Commissioners were directed to be paid off by Ballot, without any Preference being allowed on account of Priority of Date, and by others of such Acts Mortgages created before the passing thereof were directed to be paid off before Mortgages to be created under the Provisions thereof: And whereas by the said recited Act passed in the Fifth Year of the Reign of Her present Majesty, the said Commissioners were authorized to purchase the said *Woodside Ferry*, together with certain other Lands and Property referred to in such Act, and all subsisting Leases therein; and after reciting that *Francis Richard Price* Esquire was or claimed to be entitled to the said Ferry, Lands, and other Property, subject to a Lease thereof, it was enacted, that any Contract which had been entered into between the said *Francis Richard Price* and the said Commissioners for the Sale and Purchase of the said Ferry, Lands, and other

Property, should be as valid and binding upon the said *Francis Richard Price*, his Heirs and Assigns, and the said Commissioners, as if the same had been entered into after the passing of the said Act: And whereas, by an Indenture of Lease dated the Thirty-first Day of *August* One thousand eight hundred and thirty-five, the said *Francis Richard Price* demised the said Ferry called *Woodside Ferry*, with the Wharfs, Lands, and Buildings belonging thereto, for a Term of Twenty-one Years, commencing the First Day of *May* One thousand eight hundred and thirty-five: And whereas by an Agreement between the said Commissioners and the said *Francis Richard Price*, dated the Fifteenth Day of *April* One thousand eight hundred and forty-two, the said *Francis Richard Price*, in consideration of the Sum of Forty-four thousand Pounds, agreed to sell to the said Commissioners the said Ferry, (by the Description of "all that the "exclusive Ferry or Right of Ferry and Passage across the River "*Mersey* from the Parish, Township, Chapelry, or Place of *Birkenhead* "in the County of *Chester* to *Liverpool* in the County of *Lancaster*,") Wharfs, Lands, and Buildings, subject to the said Lease, and the said Commissioners agreed to pay the said Consideration in Money and Bonds on the First Day of *May* One thousand eight hundred and forty-five, and to pay Interest half-yearly on so much thereof as should for the Time being remain unpaid: And whereas by an Indenture of Assignment, dated the Eighteenth Day of *August* One thousand eight hundred and forty-two, the said Ferry, Wharfs, Lands, and Buildings were assigned to the said Commissioners for the Residue of the Term of Twenty-one Years created by the said Lease of the Thirty-first Day of *August* One thousand eight hundred and thirty-five, and the said Commissioners are now in possession of the said Ferry, Wharfs, Lands, and Buildings by virtue of the said Lease and Assignment, and they have expended large Sums of Money in improving the same, and in providing and keeping up a large and effective Stock of Steam-boats and other Things necessary or proper for working the said Ferry: And whereas the said Commissioners have regularly paid the Interest on the said Sum of Forty-four thousand Pounds, but have not paid any Part of the said Principal Sum, either in Money or Bonds: And whereas, by the Two said recited Acts passed in the Sixth Year of the Reign of Her present Majesty, the said Commissioners were authorized to purchase certain Lands described in Schedules (A.) to the said Acts, and herein-after referred to as the Park and Cemetery Lands, (of Parts of which Lands the said *Francis Richard Price* was or claimed to be Owner,) and the said Commissioners were by one of the said Acts directed to appropriate for the Recreation of the Inhabitants within the Limits of such Act such Parts as they might think proper of the Lands thereby authorized to be purchased, being not less than Seventy Statute Acres, and to lay out, fence, and plant the same as a Park: And whereas, by Indentures dated respectively

the

the Twenty-ninth Day of *December* One thousand eight hundred and forty-three, the said *Francis Richard Price* conveyed the Parts of the said Park and Cemetery Lands whereof he claimed to be Owner, together with certain other Lands, to the said Commissioners, or to a Trustee or Trustees for them, in consideration, as expressed in such Indentures respectively, of Two Sums of Forty-nine thousand Pounds and Four thousand nine hundred and seventy-six Pounds, making together the Sum of Fifty-three thousand nine hundred and seventy-six Pounds, but instead of paying such Consideration in Money the said Commissioners delivered Bonds to the said *Francis Richard Price* for the full Amount of such Purchase Money: And whereas no Part of the said Purchase Money has ever been paid otherwise than by the said Bonds, and no Interest has been paid upon the said Bonds since the Month of *January* One thousand eight hundred and forty-seven: And whereas certain Parts of the said Park Lands have been laid out, together with other Lands of the said Commissioners, and planted as a Park, pursuant to the Provisions of one of the herein-before recited Acts passed in the Sixth Year of the Reign of Her present Majesty, and the Remainder of such Park and other Lands has been appropriated for Sale as Sites for Building Purposes, and Portions thereof, and of other Lands belonging to the said Commissioners, have been contracted to be sold by the said Commissioners for such Purposes, for various Sums of Money amounting in the whole to Forty-seven thousand Pounds or thereabouts: And whereas, by Indenture dated the Twenty-seventh Day of *May* One thousand eight hundred and forty-eight, the said *Francis Richard Price* conveyed to *Charles Potts* Esquire and *Thomas Dixon* Banker, their Heirs and Assigns, the said *Woodside Ferry*, and all his Manors, Messuages, Lands, Tithes, Tenements, Rents, and Hereditaments in *England* and *Wales*, upon Trust to complete and compel Performance on the Part of the Purchasers of all Contracts entered into by the said *Francis Richard Price* for the Sale of any of the said Hereditaments and Premises, or at their Discretion to alter, vary, rescind, or abandon such Contracts, and to sell such of the said Hereditaments as had not been contracted to be sold by the said *Francis Richard Price*, or of which the Contracts for Sale should be rescinded or abandoned as aforesaid, and it was by the said Indenture declared that the Receipts of the said *Charles Potts* and *Thomas Dixon* for any Purchase Money which should be paid to them should be sufficient Discharges for the same: And whereas by reason of the Non-fulfilment of the Contract for the Purchase of the said *Woodside Ferry*, and the Wharfs, Lands, and Buildings belonging thereto, the said *Francis Richard Price* and the said *Charles Potts* and *Thomas Dixon*, as such Trustees as aforesaid, claim to be entitled to re-enter and resume Possession thereof at the Expiration of the Term of Twenty-one Years, limited by the said Lease, and have served a Notice on the said Commissioners, requiring them to comply with the

Terms

Terms of the said Contract, or that the same should be rescinded and abandoned: And whereas the said *Francis Richard Price*, and the said *Charles Potts* and *Thomas Dixon* as such Trustees as aforesaid, also claim to have a Lien upon the Parts of the said Park and Cemetery Lands conveyed or expressed to be conveyed by them as aforesaid for the Purchase Money due in respect of such Lands, and there is now pending in Her Majesty's High Court of Chancery a Suit of *Bryans* versus *Hind*, instituted by the said Commissioners against One of the said Purchasers from them of Part of the said Park Lands, and also against the said *Charles Potts* and *Thomas Dixon*, for the Purpose of having the Validity of such Claim determined, and by reason or in consequence of such Claim Difficulties have arisen in completing the Sales of the Lands contracted to be sold by the said Commissioners as aforesaid, and Persons are unwilling to enter into Contracts for the Purchase of other Portions of the said Park Lands, and the Value of such Lands cannot be raised and applied in Payment of any Mortgages or Bonds of the said Commissioners, and the Lands so appropriated to Building Purposes remain unbuilt upon, and yield no Revenue to the said Commissioners towards Payment of the Interest on the said Mortgages or Bonds, or other the Purposes to which such Revenue would be applicable pursuant to the Provisions of the said recited Acts: And whereas the said Commissioners are not in a Position immediately to comply with the Demands of the said *Francis Richard Price*, *Charles Potts*, and *Thomas Dixon*, by paying them the Purchase Money either for the said Ferry, Wharfs, Lands, and Buildings belonging thereto, or for the said Park and Cemetery Lands; and Disputes have arisen between the said Parties touching the Validity of the Claims so made, and by reason of the Premises great Injury is occasioned to the Holders of Bonds or Mortgages created by the said Commissioners, and to all Persons interested in the due Execution of the Objects and Purposes of the said recited Acts: And whereas the total Sum which will be due to the said *Francis Richard Price*, *Charles Potts*, and *Thomas Dixon*, for Principal and Interest, on the Thirtieth Day of *June* One thousand eight hundred and fifty, after deducting therefrom the Amount of One Year's Interest upon the Purchase Money for the Park and Cemetery Lands, will amount to the Sum of One hundred and three thousand three hundred and seventy-three Pounds or thereabouts: And whereas, for settling all Disputes between the said Parties, an Agreement has been made between the said *Francis Richard Price*, *Charles Potts*, and *Thomas Dixon*, and the said Commissioners, in the Words or to the Effect following; that is to say,

First.—That the said Indenture of Lease of the Thirty-first Day of *August* One thousand eight hundred and thirty-five shall be surrendered, and the said Agreement of the Fifteenth Day of *April* One thousand eight hundred and forty-two shall be

rescinded, as from the Thirtieth Day of *June* One thousand eight hundred and fifty, and that on and from and after that Day the Steam and other Boats and Vessels, Machinery, Plant, Tackle, and Effects, now belonging to the said Commissioners, and used by them in working the said Ferry, and which said Boats are set forth in the First Schedule to this Agreement, shall be delivered to and become the Property of the said *Charles Potts* and *Thomas Dixon*, as such Trustees as aforesaid, free from Incumbrances except as herein-after mentioned; and that the said Bill in the said Suit of *Bryans* v. *Hind* shall, as soon thereafter as it can be done, be dismissed by the said Commissioners against all the said Defendants thereto:

Secondly.—That the said *Charles Potts* and *Thomas Dixon*, their Heirs or Assigns, shall grant, and the said Commissioners shall accept, a Lease of the said Ferry or Right of Ferry from *Birkenhead* to *Liverpool*, Slips, Quays, Wharfs, Buildings, and Lands, and all other the Rights of Ferry and Hereditaments comprised in the said Contract of the Fifteenth Day of *April* One thousand eight hundred and forty-two, and also the said Boats, Vessels, Machinery, Plant, Tackle, and Effects, for a Term of Twenty-one Years from the said Thirtieth Day of *June* One thousand eight hundred and fifty, at the Rent of Four thousand five hundred and seventy-four Pounds Eighteen Shillings *per Annum*, such Lease to contain all proper and necessary Covenants and Stipulations, including Covenants on the Part of the Lessees to keep the demised Premises in good and tenantable Order and Repair, and to keep the said Boats, Machinery, and Working Stock in its present State of Efficiency, to renew the same when necessary, and also a Power for the said *Charles Potts* and *Thomas Dixon*, their Heirs and Assigns, to take Possession of the said demised Premises and the said Boats, Machinery, and Working Stock, and to receive the Tolls of the said Ferry, in the event of the Rent being in arrear for Three Calendar Months, until such Rent shall be paid and satisfied, the said Lease to be prepared by the Solicitors of the said *Charles Potts* and *Thomas Dixon*, and to be settled, in case of Difference, by Mr. *Brodie*, or some other Counsel of not less than Fifteen Years' Standing at the Bar, to be mutually agreed upon; and that the said Commissioners shall, immediately at the Expiration of or at some Time during the said Term of Twenty-one Years so to be granted as aforesaid, purchase from the said *Charles Potts* and *Thomas Dixon*, and the said *Charles Potts* and *Thomas Dixon* shall, at the Expiration of or at any Time during the said Term, on being required by the said Commissioners so to do, convey and assign to the said Commissioners the Reversion and Inheritance of the said Ferry or Right of Ferry from *Birkenhead* to *Liverpool*, Slips, Quays, Wharfs, Buildings, and

and Lands, and all other the Rights of Ferry and Hereditaments comprised in the said Agreement of the Fifteenth Day of *April* One thousand eight hundred and forty-two, and also the said Boats, Vessels, Machinery, Plant, Tackle, and Effects, free from all Incumbrances of the said *Francis Richard Price*, *Charles Potts*, and *Thomas Dixon*, their Heirs or Assigns, at the Price or Consideration of One hundred and three thousand three hundred and seventy-three Pounds, payable as herein-after mentioned; and on such Sale the Title of the said *Francis Richard Price* and his said Trustees anterior to the Date of the said Contract of the Fifteenth Day of *April* One thousand eight hundred and forty-two shall be deemed to have been accepted by the said Commissioners, and the said Commissioners shall be satisfied with a Covenant by the Vendors for the Production of the Title Deeds relating to the said Premises, which shall be allowed to remain in the Vendors Hands; and the said Sale shall be deemed and taken as made subject to all and every other the Conditions, Stipulations, and Provisions (so far as they may be applicable) contained in the said Contract of the Fifteenth Day of *April* One thousand eight hundred and forty-two, so to be rescinded as aforesaid, and on the Part of the Purchasers to be observed and performed, or which affect their Interests, Rights, and Remedies under the same:

Thirdly.—That such Price or Consideration shall be payable as follows; a Sum of not less than Forty-four thousand Pounds, Part thereof, shall be paid on the Execution of such Conveyance and Assignment, and the Residue of such Price or Consideration shall at the same Time be secured to the said *Charles Potts* and *Thomas Dixon*, their Heirs or Assigns, with Interest after the Rate of Four Pounds *per Centum per Annum*, by Bonds or Mortgages charged as herein-after mentioned, in case they shall deem such Bonds or Mortgages, together with such other Mortgage as herein-after mentioned, a proper and adequate Security for the same, but not otherwise; and in case the said *Charles Potts* and *Thomas Dixon* shall not be of opinion that such Bonds or Mortgages afford such Security as aforesaid, then the whole of the said Price or Consideration shall be payable on the Execution of the said Conveyance and Assignment:

Fourthly.—That as to Two of the said Steam Boats or Vessels, called respectively "*Wirrall*" and "*Queen*," the same shall be respectively delivered up as aforesaid, subject to a certain Mortgage or Charge thereon for securing Two thousand Pounds and Interest:

Fifthly.—That as an additional or collateral Security for the Payment of the said yearly Rent of Four thousand five hundred and seventy-four Pounds Eighteen Shillings, and the Performance of the said Contract, and (in case the whole of such Purchase Money

Money or Consideration as aforesaid shall not be paid on the Execution of the said Conveyance and Assignment as aforesaid,) then also as an additional Security for the Payment of the unpaid Part of the same Purchase Money or Consideration and Interest, the said Commissioners shall, on the Execution of the said Lease so to be granted as aforesaid, mortgage to the said *Charles Potts* and *Thomas Dixon*, their Heirs and Assigns, the Lands mentioned in the Second Schedule to this Agreement, and delineated on the Map or Plan drawn at the Foot of such Second Schedule, and which said Lands are therein coloured Red, with a Proviso for Redemption on Payment of the Sum of Twenty thousand Pounds, without Interest, to the said *Charles Potts* and *Thomas Dixon*, their Heirs or Assigns, and such Mortgage shall be a First Charge on the Lands subject thereto, and shall contain a Power for the said *Charles Potts* and *Thomas Dixon*, their Executors, Administrators, and Assigns, from Time to Time to sell the said Lands or any Part thereof, on giving to the Clerk or Treasurer of the said Commissioners Notice in Writing under their Hands of their Intention so to do Six Calendar Months at the least before they shall exercise such Power: Provided that until the Time limited for the Completion of the said Purchase shall have expired such Powers shall not be exercised without the Consent of the said Commissioners, unless there shall be an Arrear or Arrears of Rent due on the said Lease, and then to the Extent only, as near as may be, of raising a sufficient Sum to discharge such Arrear or Arrears:

Sixthly.—That in case the said Commissioners shall not duly complete the said Contract for the Purchase of the said Ferry and Premises, and pay or secure to the Satisfaction of the said *Charles Potts* and *Thomas Dixon* the whole of the said Purchase Money or Consideration for the same, immediately on or before the Expiration of the said Term of Twenty-one Years so to be granted as aforesaid, the said Sum of Twenty thousand Pounds so to be secured by the said Mortgage as aforesaid, or so much thereof as shall be then due and unsatisfied, shall, subject to the Provision next herein-after contained, become the absolute Monies and Property of the said *Charles Potts* and *Thomas Dixon*, as such Trustees as aforesaid, and be taken and accepted by them as or in the Nature of liquidated Damages for such Default; and the said Commissioners shall, subject as aforesaid, deliver up Possession of the said Ferry, and all Wharfs, Lands, and Buildings belonging to the same, and to be comprised in the said Lease so to be granted as aforesaid, together with all such Boats, Vessels, Machinery, Plant, Tackle, and Effects as shall be comprised in the said Lease, and all such other Boats, Vessels, Machinery, Plant, Tackle, and Effects as shall be then used in working the said Ferry:

Seventhly.—

Seventhly.—Provided always, and it is hereby expressly agreed and declared by and between the said Parties to these Presents, that in case such Default shall be made as aforesaid the said *Charles Potts* and *Thomas Dixon*, their Heirs or Assigns, shall, at or on some convenient Day before the Expiration of Six Calendar Months after the Determination of the said Term of Twenty-one Years, offer for Sale by public Auction, at the Auction Mart in the City of *London*, the said Ferry and Premises to be comprised in the said Lease as aforesaid, and also the said Mortgage Debt of Twenty thousand Pounds, or such Part thereof as shall be due and unsatisfied, in One Lot, subject to a Condition of Sale that any Purchase thereof shall be completed at or before the Expiration of Six Calendar Months from the Day of Sale, and with the Stipulation that Time shall be considered as of the Essence of the Contract, and under such other Conditions of Sale with reference to Title or otherwise as the said *Charles Potts* and *Thomas Dixon*, their Heirs or Assigns, shall think fit; and if at such Sale a Sum shall be bid for the said Premises larger in Amount than the said Sum of One hundred and three thousand three hundred and seventy-three Pounds, together with One Year's Interest thereon after the Rate of Five Pounds *per Cent. per Annum*, and any Arrears of Rent, and the Costs, Charges, and Expenses which may have been incurred by the said *Charles Potts* and *Thomas Dixon*, their Heirs or Assigns, in relation to the Matters mentioned in this Agreement, or any of them, then and in such Case, and in case also the Purchaser at such Sale shall complete his Purchase and pay his Purchase Money within the Time so to be limited for such Purpose as aforesaid, but not otherwise, from whatever Cause such Contract shall not be completed, the said *Charles Potts* and *Thomas Dixon*, their Heirs and Assigns, shall complete the same on their Parts, and shall pay the Residue of the Monies to arise from such Sale after Payment and Satisfaction thereout of the said Sum of One hundred and three thousand three hundred and seventy-three Pounds, and Interest thereon, and such Arrears of Rent, and Costs, Charges, and Expenses as aforesaid, to the said Commissioners: Provided also, nevertheless, that nothing in this present Article or Provision contained shall in anywise affect the Rights of the said *Charles Potts* and *Thomas Dixon*, their Heirs and Assigns, under the said Sixth Article or Provision of this Agreement, unless all the Terms and Events mentioned and contemplated in and by this present Article or Provision with regard to the Amount bid at the said Auction, and the Completion of the Contract to purchase at such Auction, and the Payment of the Purchase Money, occur and are complied with, strictly and literally, as they are above set forth:

Eighthly.—That such Mortgage for the said Sum of Twenty thousand Pounds shall also contain a Power for the said Commissioners from Time to Time to sell the whole or any Part of the Lands subject thereto, and all such of the said Lands as shall be sold by the said Commissioners pursuant to the said Power shall, on such substituted Security being given as herein-after mentioned, be freed and discharged from the said Mortgage:

Ninthly.—That in case the said Lands or any Part thereof shall be sold by the said Commissioners under their said Power, they shall forthwith mortgage some other Lands to the said *Charles Potts* and *Thomas Dixon*, their Heirs and Assigns, of equal Value, according to a Valuation to be made at the Time of such Substitution by a Surveyor to be mutually approved and appointed by the said Commissioners and the said *Charles Potts* and *Thomas Dixon*, their Heirs or Assigns, for securing, jointly with the other Lands not so sold, the said Sum of Twenty thousand Pounds, or so much thereof as shall not have been raised by the said *Charles Potts* and *Thomas Dixon*, their Heirs or Assigns, under the Provisions of the Deed whereby such Charge shall be created, and so from Time to Time; and every such Mortgage shall be a First Charge on the Lands subject thereto, and shall contain like Powers of Sale by the said *Charles Potts* and *Thomas Dixon*, their Executors, Administrators, and Assigns, and by the said Commissioners, with the Powers herein-before required to be inserted in the first-mentioned Mortgage:

Tenthly.—That all Monies which shall be received by Sale of the said Lands or any of them under the Powers of Sale to be reserved by the said Mortgages to the said Commissioners shall belong to the said Commissioners, and may, after the Execution of such Conveyance and Assignment of the said Ferry and Premises, and the Payment in part and securing in part, in manner aforesaid, of the Purchase Money or Consideration for the same, at their Option, be applied by them in part Payment of the unpaid Part of the said Price or Consideration, or any Arrear or Arrears of Interest thereon, or of Rent, in which Case the Sum so applied shall be taken as a Satisfaction *pro tanto* of the said Sum of Twenty thousand Pounds, and of the Obligation to mortgage other Lands to the said *Charles Potts* and *Thomas Dixon*, their Heirs and Assigns:

Eleventhly.—That after such Conveyance and Assignment shall have been so executed to the said Commissioners, and the payment in part and securing in part, in manner aforesaid, of the said Purchase Money or Consideration as aforesaid, it shall be lawful for the said Commissioners to pay the said Redemption Money or Principal Sum of Twenty thousand Pounds to be secured by the said Mortgage as aforesaid, by yearly Instal-

ments of not less than One thousand Pounds each; and all Sums paid in respect of the Redemption Money or Sum of Twenty thousand Pounds shall be taken and applied in Payment and Satisfaction *pro tanto* of the said Purchase Money or Consideration, or the unpaid Part thereof:

Twelfthly.—That the said Commissioners may, by the Act to be obtained for authorizing this Agreement to be carried into effect, procure Powers to be vested in them to raise Money on Bonds or Mortgages to the Extent of the said Sum of One hundred and three thousand three hundred and seventy-three Pounds, such Bonds or Mortgages to be a Charge on the same Properties, Tolls, Dues, and Charges as the said Price or Consideration, and the Interest thereon, and to be subject in Rank and next in Order thereto, and all Monies to be raised by the said Commissioners by means of such Bonds or Mortgages shall, so long as any Part of the Price or Consideration remains due, be applied in Payment or Reduction thereof, and to no other Purpose, without the Consent of the said *Charles Potts* and *Thomas Dixon*, their Heirs or Assigns:

Thirteenthly.—That from and after the passing of the said Act whereby Powers shall be given for carrying this Agreement into Effect, and on the Execution of the said Lease and Mortgage for Twenty thousand Pounds, all the Lands, Tenements, and Hereditaments conveyed or expressed to be conveyed by the said *Francis Richard Price* by the said Indentures of the Twenty-ninth Day of *December* One thousand eight hundred and forty-three respectively shall be vested in the said Commissioners, their Successors and Assigns, freed and discharged from all Estate, Right, Title, Interest, Claim, and Demand whatsoever of the said *Francis Richard Price*, *Charles Potts*, and *Thomas Dixon*, or any Person claiming or to claim through or under them, but subject nevertheless to the Covenants, Conditions, and Restrictions in the same Indentures respectively contained, and to be observed and performed by or on the Part of the said Commissioners, their Successors and Assigns; and all Bonds or Mortgages which shall have been given by the said Commissioners to the said *Francis Richard Price* for or in respect of the said Sum of Fifty-three thousand nine hundred and seventy-six Pounds shall be forthwith restored and delivered up to the said Commissioners:

And whereas it would be greatly for the Benefit of the Bondholders and Mortgagees of the said Commissioners, and of the Rate-payers and all other Persons interested in the carrying into full and complete Effect the Provisions of the said recited Acts, if such Agreement were carried into execution: And whereas, in order to carry the said Agreement into full and complete Effect, the Securities of such Bondholders and Mortgagees will be necessarily displaced, and it

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is expedient that such Bondholders and Mortgagees should be placed upon an equal Footing with one another in regard to Security and Payment of the Monies due to them upon their respective Bonds or Mortgages, and that Provisions should be made for the Payment of such Monies, and all Arrears of Interest thereon, as speedily as Circumstances will permit: And whereas it would be for the Benefit of all Persons interested in the said recited Acts being carried into full and complete Effect if Provision were made for facilitating the Sale of Lands by the said Commissioners, and promoting the Increase of Building within the Limits of the said Acts: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in the present Parliament assembled, and by the Authority of the same, That in this Act the Words following shall have the several Meanings hereby assigned them, unless there be something in the Subject or Context repugnant to such Construction; that is to say,

Interpretation of Terms used in this Act.

Words importing the Singular Number only shall include the Plural Number, and Words importing the Plural Number only shall include the Singular Number:

Words importing the Masculine Gender shall include Females:

The Expression "Commissioners" shall mean the Commissioners for the Time being appointed under the Provisions of the said recited Acts, or any of them, for carrying into effect the Objects and Purposes thereof:

The Word "Person" shall include Corporation, whether aggregate or sole:

The Word "Lands" shall include Tenements and Hereditaments of every Description:

The Expression "*Woodside Ferry*" shall include the said Ferry, and all Slips, Quays, Wharfs, Buildings, and Lands which by the said recited Agreement between the said *Francis Richard Price*, *Charles Potts*, and *Thomas Dixon* and the said Commissioners are agreed to be leased to the said Commissioners:

The Expression "Tolls of *Woodside Ferry*," or other Expressions of the same Meaning, shall include all Tolls, Dues, and Charges which the said Commissioners are authorized to levy or take in respect of the said Ferry, or any Slip, Wharf, Quay, Land, or Building in connexion therewith as aforesaid, or in respect of any Steam-boat or other Boat or Vessel used or employed by the said Commissioners at or in respect of the said Ferry:

The Word "Bonds" shall include Mortgages, and the Word "Mortgages" shall include Bonds:

The Expressions "Bondholders," "Mortgagees," "Owners of Bonds," "Owners of Mortgages," shall include all Persons possessed of

Bonds

Bonds or Mortgages of the Description referred to, whether in their own Right or as Trustees:

The Expression "*Charles Potts* and *Thomas Dixon*" shall be equivalent to the Expression, in legal Phraseology, "*Charles Potts* and *Thomas Dixon*, their Heirs and Assigns."

Certain Provisions of recited Acts relating to the Securities and Payment of Mortgages and Bonds repealed.

II. And be it enacted, That all the Provisions of the said recited Acts which direct the Monies thereby authorized to be borrowed to be raised on the Credit of any Lands, Rates, Revenues, or Property of the Commissioners, and which relate to the paying off of any Mortgages or Bonds granted or authorized to be granted by the Commissioners, or to the Application of any Monies in Payment of Interest on any such Mortgages or Bonds, shall be and the same are hereby repealed, and all Bonds and Mortgages heretofore granted by the Commissioners shall, from and after the passing of this Act, cease to be a Charge on any such Lands, Rates, Revenues, or Property, save only as they are charged thereon under the Provisions herein-after contained: Provided always, that nothing herein contained shall be held or construed to deprive the said Commissioners of the Power to borrow or take up at Interest any Monies which they may be authorized to borrow or take up at Interest under the Provisions of the said recited Acts or any of them, and which they may not have borrowed prior to the passing of this Act.

Power to carry into effect Agreement between Commissioners and Mr. Price, &c.

III. And be it enacted, That it shall be lawful for the Commissioners, and they are hereby authorized and required, to carry the said recited Agreement between them and the said *Francis Richard Price*, *Charles Potts*, and *Thomas Dixon* into effect.

Power to Commissioners to relax a strict Compliance with Terms of the Agreement.

IV. Provided always, and be it enacted, That it shall be lawful for the Commissioners from Time to Time to enter into any Arrangement which they may think fit with the said *Charles Potts* and *Thomas Dixon*, their Heirs, Executors, Administrators, or Assigns, touching any Relaxation of the strict and literal Compliance with the Terms of the said Agreement, especially with reference to the Time of completing the Purchase of the said Ferry and Premises by the said Commissioners, and the Time of putting up the same and the said Mortgage Debt to Auction, and the Time to be limited for the Purchaser at such Auction to complete such Purchase, and pay the Price or Consideration for the same, without the Concurrence or Consent of any Bondholder or Mortgagee of the Commissioners.

Lands contracted to be purchased by the Commissioners from Mr. Price discharged from Lien

V. And be it enacted, That from and after the passing of this Act all the Estate of the said *Francis Richard Price*, *Charles Potts*, and *Thomas Dixon* of and in the Lands conveyed or expressed to be conveyed by the said *Francis Richard Price* by the said Indentures of the Twenty-ninth Day of *December* One thousand eight

of Mr. Price and his Trustees.

hundred and forty-three respectively, shall vest in the Commissioners and their Successors, freed and discharged from all Right, Title, Claim, and Demand whatsoever of the said *Francis Richard Price*, *Charles Potts*, and *Thomas Dixon*, or any Person claiming or to claim through or under them, or any of them, subject nevertheless to the Covenants, Conditions, and Restrictions in the said Indentures respectively contained, and after the Dates thereof respectively to be observed and performed by and on the Part of the said Commissioners, their Successors and Assigns.

Mortgages to be a First Charge on the Land mortgaged.

VI. And be it enacted, That it shall not be necessary for the Commissioners, prior to mortgaging any Lands to the said *Charles Potts* and *Thomas Dixon* for securing the said Sum of Twenty thousand Pounds or any Part thereof, pursuant to the Provisions of the said Agreement, to procure the Consent of any of their Bondholders or Mortgagees to any such Mortgage being granted, or to the Lands to be subjected thereto, but nevertheless every such Mortgage shall, by force and virtue of the Deed creating the same, and without the Concurrence or Consent of any Bondholder or Mortgagee of the Commissioners, be a Charge on the Lands thereby mortgaged, having Precedence over all Bonds and Mortgages of the Commissioners.

Power to charge Amount required for Purchase Money on Ferry.

VII. And whereas the Sums which the Commissioners are authorized to borrow under the Provisions of the said recited Acts amount in the aggregate to Four hundred and three thousand Pounds, whereof One hundred and fourteen thousand three hundred and thirty-four Pounds or thereabouts have not been raised: Be it enacted, That it shall be lawful for the Commissioners to charge so much of the said One hundred and fourteen thousand three hundred and thirty-four Pounds as they may require or think proper to raise, for paying or discharging the said Price or Consideration of One hundred and three thousand three hundred and seventy-three Pounds on the said Ferry and the Tolls thereof, and the Steam and other Boats and Vessels, Machinery, Plant, Tackle, and Effects, comprised in the Lease to be granted to the Commissioners pursuant to the said Agreement, or used by them in working the said Ferry, subject nevertheless to the Rent reserved on the said Lease, and the Covenants and Conditions therein contained, and to the said Price or Consideration of One hundred and three thousand three hundred and seventy-three Pounds, and subject also, as to the said Two Steam-boats called "The *Wirrall*" and "The *Queen*," to the Mortgage or Charge thereon for securing the said Sum of Two thousand Pounds and Interest; and it shall be lawful for the Commissioners to grant Bonds or Mortgages accordingly, for securing the Sums to be so charged; and such Bonds or Mortgages shall, for the Purposes of this Act, be called the "Ferry Debt of the Commissioners,"

and shall rank equally with one another, without any Preference or Priority in regard to Payment of Principal or Interest on account of Differences in Date or Time of Creation; and as and when the Commissioners shall have in their Hands Monies to the Amount of Ten thousand Pounds applicable to the Payment of such Bonds and Mortgages, they shall forthwith proceed to apply such Monies in Payment of such Bonds and Mortgages by Ballot, in the Manner herein-after provided with respect to other Bonds and Mortgages of the Commissioners.

Bonds to be charged equally, and to be paid off by Ballot.

VIII. And be it enacted, That so long as the said Price or Consideration of One hundred and three thousand three hundred and seventy-three Pounds, or any Part thereof, shall remain unpaid or unsatisfied it shall not be lawful for the Commissioners to apply any Monies to be raised by means of such last-mentioned Bonds or Mortgages to any other Purpose than the Payment of the said Price or Consideration, without the Consent of the said *Charles Potts* and *Thomas Dixon*.

Amount so charged to be applied in Payment of Purchase Money.

IX. And be it enacted, That the said Lease, and every Mortgage for securing the said Sum of Twenty thousand Pounds, or any Part thereof, and every Conveyance, Bond, Mortgage, or other Instrument to be made or granted to or executed by the Commissioners under the Provisions of this Act, or for carrying into effect any of the Objects and Purposes thereof, shall be respectively made and granted to and executed by Five at least of the said Commissioners; and the said Lease, and every such Mortgage, Conveyance, Bond, or other Instrument as aforesaid, which shall be so made, granted, or executed, shall be valid and effectual in favour of and binding upon the Commissioners, their Successors and Assigns, in like Manner as if such Commissioners were a Body Corporate, and had accepted such Lease or Conveyance, and had caused their Common Seal to be affixed to such Lease, Conveyance, Mortgage, Bond, or other Instrument.

Lease, Mortgage, &c. to be executed by Five Commissioners, and to be binding upon the whole Body.

X. And be it enacted, That all the Provisions of the said recited Act passed in the First Year of the Reign of Her present Majesty with respect to the Registry and Transfer of Mortgages shall extend to this Act in respect of the Mortgages to be thereby created, (except Mortgages for securing the said Sum of Twenty thousand Pounds, or any Part thereof,) as fully and effectually to all Intents and Purposes as if they had been expressly re-enacted in this Act in reference to such Mortgages; provided always, that Mortgages to be created under the Powers of this Act, except as aforesaid, and Transfers of such Mortgages, may be in the Form as near as may be set forth in the Schedule (A.) to this Act.

Provisions of 1 & 2 Vict. c. 33., as to Registry and Transfer of Mortgages, extended to this Act.

XI. And

Mortgages, &c. to be dulystamped.

XI. And be it enacted, That every Mortgage or other Security for Money, and every Transfer of any Mortgage or other Security for Money, to be granted or made by virtue of this Act, shall be by Deed, and shall be duly stamped, and the Consideration for the same shall be truly stated therein.

Existing Bonds and Mortgages to be a Charge on all Property and Rates of Commissioners, subject as to Woodside Ferry, &c. to the Rent, Purchase Money, &c.

XII. And be it enacted, That all Bonds and Mortgages of the Commissioners which, prior to the passing of this Act, constituted a Charge upon any of the Lands, Rates, or Revenues of the Commissioners, and all Monies which the Commissioners were authorized to raise on the Credit of any Lands, Rates, or Revenues of the Commissioners, and which have not been raised, (except the Sum of One hundred and three thousand three hundred and seventy-three Pounds or so much thereof as may be charged on the said *Woodside Ferry* and the Tolls thereof, and the Boats, Vessels, Machinery, Plant, Tackle, and Effects aforesaid, under the Provisions herein-before contained) shall, from and after the passing of this Act, constitute a Charge upon or be raised upon the Credit of all and every the said Lands, Rates, and Revenues, subject nevertheless, as to the said *Woodside Ferry* and the Tolls thereof, and the Boats, Vessels, Machinery, Plant, Tackle, and Effects, so to be and when purchased as aforesaid, to the Bonds or Mortgages to be granted as aforesaid for raising the said Sum of One hundred and three thousand three hundred and seventy-three Pounds, or any Part thereof, or which may be taken in part Payment of such Purchase Money by virtue of the Agreement herein-before recited, and subject also as to the said Steamboats called the *Wirrall* and the *Queen*, to the said Mortgage for Two thousand Pounds and Interest, and subject also as to any Lands which by virtue of the said Agreement may for the Time being be mortgaged by the Commissioners for securing the said Sum of Twenty thousand Pounds, or any Part thereof, to such Mortgages; and all Bonds and Mortgages hereby constituted a Charge upon all the Lands, Rates, and Revenues of the Commissioners, (subject as aforesaid,) or which may hereafter be granted, for raising all or any Monies by this Act directed or authorized to be raised upon the Credit of all and every the Lands, Rates, and Revenues of the Commissioners, subject as aforesaid, shall, for the Purposes of this Act, be called "The general Mortgage Debt of the Commissioners," and shall rank equally one with another, and none of the said Bonds or Mortgages shall entitle the Holders or Mortgagees thereof to any Preference or Priority of Payment, either of Principal or Interest, by reason of Priority of Date or Time of Creation.

Mortgages to be paid off by Ballot.

XIII. And be it enacted, That whenever the Commissioners shall have any Monies which according to any of the Provisions of the said recited Acts would have been applicable to the Payment of any Bonds or Mortgages comprised in the general Mortgage Debt of the Commis-

Commissioners, and of which a different Application is not directed or rendered necessary by any of the Provisions of this Act, or any Monies which according to the Provisions of this Act shall be applicable to the Payment of such Bonds and Mortgages, and such Monies shall amount to the Sum of Thirty-five thousand Pounds, they shall apply the same in manner herein-after mentioned, (that is to say,) the Commissioners shall cause the several Numbers of all the Mortgages comprised in their said general Mortgage Debt which shall be then in force to be written upon distinct Pieces of Paper, of an equal Size, and all such Papers shall be rolled up in the same Form, and be put into a Box, and the Clerk of the Commissioners shall, in the Presence of Five or more of the Commissioners, draw separately out of the said Box One of the said Numbers for every Mortgage then intended to be paid off, and thereupon the Mortgage or Mortgages corresponding with the Number or Numbers which shall be so drawn shall be accordingly paid off by the Commissioners; and after every such Ballot the Commissioners shall cause Notice, signed by their Clerk, to be given to the Person or Persons who shall be entitled to the Money to be paid off pursuant to such Ballot, which Notice shall express the Principal Sums to be paid off, and that the same will be paid off, together with the Interest due thereon, at a Place specified in such Notice, at the Expiration of One Calendar Month from the Date of giving such Notice; and the Interest of the Principal Money to be paid off shall, after the End of the said Month, cease and be no longer paid or payable, unless the Money shall be demanded pursuant to such Notice and not paid, and all the Interest thereof to the End of the said Month shall nevertheless be payable.

Arrears of Interest to be entered in a Book called "Arrears of Interest Account Book."

XIV. And be it enacted, That an Account shall be taken of all Arrears of Interest due upon each Bond or Mortgage comprised in the general Mortgage Debt of the Commissioners up to the Thirtieth Day of *June* One thousand eight hundred and fifty, and such Arrears shall be entered in a Book to be called "Arrears of Interest Account Book," and Entries shall be made therein from Time to Time of all future Arrears of Interest accrued in respect of each such Bond or Mortgage, and of all Payments or Discharges of such Arrears, and the Owners of such Bonds or Mortgages, or other Persons for the Time being entitled to any such Arrears, shall have Access to such Book at all reasonable Times.

Future Interest to be calculated at 5*l.* per Cent. per Annum.

XV. And be it enacted, That from and after the Thirtieth Day of *June* One thousand eight hundred and fifty the Interest to accrue and be payable upon all the Bonds and Mortgages comprised in the general Mortgage Debt of the Commissioners shall be calculated, after the Rate of Five Pounds *per Centum per Annum*, on the Amount of Principal Money due on such Bonds and Mortgages respectively, notwithstanding that a lower Rate of Interest may have been

originally secured by and specified in certain of such Bonds or Mortgages.

Regulating Application of Rates, &c. received by Commissioners.

XVI. And be it enacted, That on the Thirtieth Day of *June* One thousand eight hundred and fifty-one, and on the Thirtieth Day of *June* in every subsequent Year, all the Rates, Revenue, and Income which in the course of the Year ending the Twenty-fourth Day of *April* then immediately preceding shall have been received by the Commissioners, (except Interest on the Price or Consideration for any Land sold by the Commissioners, and except also Monies whereof a different Application is directed or rendered necessary by any of the Provisions of this Act,) after paying out of such Rates, Revenue, and Income the Costs and Expenses of carrying into effect the Objects and Purposes of the said recited Acts, shall, together with all such Monies as shall have been received for Interest on the Price or Consideration for any Land sold by the Commissioners as aforesaid, be divided rateably by way of Interest amongst all the Owners of Bonds and Mortgages comprised in the general Mortgage Debt of the Commissioners, in proportion to the several Amounts of Principal Money due in respect of such Bonds or Mortgages, and shall be forthwith paid to such Owners, unless the Amount thereof shall exceed the Rate of Five Pounds *per Centum per Annum* for the current Year on the Principal Monies due upon such Bonds and Mortgages.

Where Income more than sufficient to pay the current Interest on the Bonds, the Surplus to be invested, and form a Fund to be called "The Arrears of Interest Fund."

XVII. Provided always, and be it enacted, That whenever the Monies to be so divided shall be more than sufficient to pay Interest for the current Year, after the Rate of Five Pounds *per Centum per Annum*, on the several Amounts of Principal Money due in respect of such Bonds and Mortgages, such Proportion only of the said Monies shall be paid to the Owners of such Bonds and Mortgages as shall be equal to Five Pounds *per Centum per Annum* on the said several Amounts of Principal Money, and the Residue shall be invested, in the Names of Two or more Trustees, in Government or Real Securities, or such other Securities as the Commissioners shall think fit; and the Commissioners shall accumulate the Interest or Income from Time to Time received in respect of such Securities, and shall invest the Amount of such Accumulations, and in like Manner accumulate and invest the Interest or Income of such last-mentioned Investments, and so from Time to Time; and all such Investments and Accumulations shall constitute a Fund to be called "The Arrears of Interest Fund."

Where Income not sufficient to pay current Interest, the Difference to be credited

XVIII. And be it enacted, That whenever the Monies to be divided as aforesaid shall not be sufficient to pay Interest for the current Year after the Rate of Five Pounds *per Centum per Annum* on the several Amounts of Principal Money due in respect of such Bonds and Mortgages, the Difference between the Amount of such Interest

Interest and the Amount actually divided amongst and paid to the Owners of such Bonds and Mortgages shall be credited to such Owners in the said "Arrears of Interest Account Book."

to Mortgagees in "Arrears of Interest Account Book."

XIX. Provided always, and be it enacted, That whenever the Monies to be divided by way of Interest amongst the Owners of Bonds and Mortgages as aforesaid shall not be sufficient to pay Five Shillings for every Hundred Pounds of the Principal Sums due in respect of such Bonds and Mortgages, or whenever there shall be a surplus Portion of Monies to be so divided which shall not be sufficient to pay Five Shillings for every Hundred Pounds of such Principal Sums, such Monies or such surplus Portion of Monies, as the Case may be, shall be carried to the said Arrears of Interest Fund, and shall be invested therewith in manner herein-before mentioned.

Income, or Portion of Income not sufficient to pay 5*s.* per Cent., to be carried to "Arrears of Interest Fund."

XX. And be it enacted, That when and so soon as the Amount which could be realized by means of such Arrears of Interest Fund shall be equal to the total Amount of Arrears of Interest for the Time being due from the Commissioners in respect of the Bonds and Mortgages comprised in their said general Mortgage Debt, all the Securities upon which the said Fund shall be invested shall, with all convenient Speed, be called up and realized, and the Amount thereby raised shall be applied in Payment and Discharge of the said Arrears, and the Surplus, if any, of such Amount, after Payment of such Arrears, shall be applicable to the Payment of the Principal Monies due upon such Bonds and Mortgages: Provided always, that it shall be lawful for the Commissioners, if they shall think fit, from Time to Time to apply the said Arrears of Interest Fund, or so much thereof as may be necessary for the Purpose, in Payment or Discharge of a Part only of the said Arrears, but the Part to be so paid off or discharged at any one Time shall not be less than a Fifth Part of the total Amount of such Arrears for the Time being, unless the Consent of the Owners of Three Fifths in Value of such Arrears shall have been obtained to the Payment or Discharge of a smaller Part.

Arrears of Interest Fund to be applied in discharging Arrears of Interest.

XXI. And be it enacted, That it shall be lawful for the Commissioners to agree with any Persons who shall have contracted or may hereafter contract to purchase any Lands belonging to the Commissioners, and who may be desirous to be relieved from the Performance of such Contracts, for rescinding such Contracts, upon such Terms and Conditions as shall be agreed upon between the Commissioners and such Persons respectively, and every such Contract may be rescinded accordingly.

Power to rescind Contracts for Sale of Lands by Agreement.

XXII. And be it enacted, That it shall be lawful for the Commissioners to sell any Lands acquired or which may hereafter be acquired by them, and that freed and discharged from all Estate, Right, Title, Interest,

Power to sell Lands discharged from Bondholders Lien.

Interest, Claim, and Demand of all Owners of Bonds or Mortgages granted by them ; and every Conveyance by the Commissioners of any such Land on Sale thereof by them may be made to the Purchaser, or as the Purchaser shall direct, freed and absolutely discharged from all Bonds and Mortgages comprised in the said general Mortgage Debt of the Commissioners, and from all Principal Monies and Interest due on such Bonds and Mortgages, and all Liens, Claims, and Demands in respect of any such Bonds or Mortgages.

Lands not to be sold under the Valuation in Schedule (B.)

XXIII. And be it enacted, That all Lands which the Commissioners may think proper to sell, whether they now belong to the Commissioners or may revert to them by the rescinding of any existing or other Contract of Sale, may be sold at public Auction or by private Contract, but the Price or Consideration for any such Lands shall not be less than the Price at which they are estimated in the Valuation set forth in the Schedule (B.) to this Act.

Monies produced by Sale of Lands to be applied in Payment of Bonds or Mortgages.

XXIV. And be it enacted, That all Principal Monies to be produced by the Sale of any Lands belonging to the Commissioners (except such of the said Monies as, having been produced by the Sale of Lands mortgaged for securing the said Sum of Twenty thousand Pounds, or any Part thereof, may be paid to the said *Charles Potts* and *Thomas Dixon* for or on account of the said Sum of Twenty thousand Pounds,) after Payment thereout of the Expenses of and incident to such Sales and to the Performance of the Terms and Conditions thereof for or to which the Commissioners may be liable, shall be applied in Payment of the Principal Monies secured by the Bonds and Mortgages comprised in the general Mortgage Debt of the Commissioners.

Bonds may be delivered up in Payment of Purchase Money.

XXV. Provided always, and be it enacted, That on Sale by the Commissioners under a Contract already entered into or hereafter to be entered into of any Lands already acquired or hereafter to be acquired, it shall be lawful for the Commissioners and they are hereby required to accept in Payment, or, as the Case may be, in part Payment, of the Principal Money agreed to be given to the Commissioners as the Price or Consideration for such Lands a Delivery up and Discharge of Bonds or Mortgages comprised in the general Mortgage Debt of the Commissioners, upon which there shall be due for Principal and Interest such Amount as shall be equal to the Price or Consideration, or Part of the Price or Consideration, for Payment whereof the Delivery up and Discharge of such Bonds or Mortgages is to be accepted ; provided always, that all Interest (if any) already due or which may accrue to the Commissioners in respect of the Purchase of any such Lands shall be duly paid to them in Money, and not by a Delivery up and Discharge of any such Bonds or Mortgages as aforesaid.

XXVI. Pro-

Power for Commissioners to redeem Mortgages and Bonds at the Market Price.

XXVI. Provided always, and be it enacted, That it shall be lawful for the Commissioners from Time to Time, out of any Money in their Hands which may be applicable to the Payment of Principal Monies secured by Bonds or Mortgages comprised in their general Mortgage Debt, or which according to any of the Provisions herein-before contained should be invested and form Part of the Arrears of Interest Fund, to purchase up or redeem any Bonds or Mortgages comprised in their said general Mortgage Debt, or out of any Money in their Hands which may be applicable to the Payment of Bonds or Mortgages comprised in their Ferry Debt, to purchase up or redeem any of such last-mentioned Bonds or Mortgages at a Price not exceeding the Market Price for the Time being of such Bonds or Mortgages respectively on the Stock Exchange at *Liverpool* or *London*, anything in the said recited Acts or this Act contained to the contrary notwithstanding; provided always, that every such Purchase or Redemption shall be made through a Stockbroker in the ordinary Way of Business at the Stock Exchange at *Liverpool* or *London* aforesaid, and that such Market Price shall not be more than the Amount of Principal Money and Interest remaining due on the Bond or Mortgage to be so purchased or redeemed.

Bonds coming to the Commissioners, and Arrears of Interest due in respect thereof, to cease to be a Debt of the Commissioners.

XXVII. And be it enacted, That the Principal Monies secured by all such Bonds and Mortgages as aforesaid, which shall come to the Hands of the Commissioners, whether in Payment or part Payment of the Price or Consideration for any Lands sold by them, or by Purchase or Redemption as aforesaid, and all Interest and Arrears of Interest accruing or due in respect of such Bonds and Mortgages, shall cease to be a Debt of the Commissioners, and shall not be re-borrowed by them.

Expenses of Act.

XXVIII. And be it enacted, That all the Costs, Charges, and Expenses of and attending the passing of this Act, or otherwise incidental thereto, shall be paid by the Commissioners out of any Monies which may be in their Hands at the Time of the passing of this Act, or out of the first Monies which shall come to their Hands after the passing thereof, in preference to every other Payment whatsoever.

Short Title.

XXIX. And be it enacted, That in citing or referring to this Act in other Acts of Parliament, or legal Instruments or Documents, it shall be sufficient to describe it as "The *Birkenhead* Improvement Amendment Act, 1850."

Public Act.

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

The SCHEDULES to which the foregoing Act refers.

SCHEDULE (A.)

Form of Bond or Mortgage to be comprised in the "Ferry Debt" of the Commissioners.

No. .

By virtue of "The Birkenhead Improvement Amendment Act, 1850," and of the Acts therein recited, or some of them, we, whose Hands and Seals are hereunto subscribed, being of the Commissioners acting in the Execution of the said Acts, in consideration of the Sum of £ advanced and lent to the said Commissioners on the Day of by *A.B.* of and paid by him to the Treasurer of the said Commissioners, do hereby grant, bargain, sell, and assign unto the said *A.B.*, his Executors, Administrators, and Assigns, such Proportion of the Woodside Ferry, and of the Slips, Quays, Wharfs, and Buildings belonging thereto, and of all other Lands, Tenements, and Hereditaments contracted to be purchased by the said Commissioners of or from Charles Potts and Thomas Dixon in the first-mentioned Act referred to, under the Agreement recited in such Act, and of all the Steam and other Boats and Vessels, Machinery, Plant, Tackle, Property, and Effects belonging or which may hereafter belong to the said Commissioners by virtue or in consequence of their being in Possession of the said Ferry, Slips, Quays, Wharfs, and Buildings, Lands, Tenements, and Hereditaments, and of their working the said Ferry, and also of all Tolls, Duties, and Charges arising from the said Ferry, Slips, Quays, Wharfs, Buildings, Vessels, or Boats, as the said Sum of £ doth or shall bear to the whole Sum of One hundred and three thousand three hundred and seventy-three Pounds borrowed or to be borrowed on the Security aforesaid, under the Provisions of the said Act, or to such Part or Parts of the said Sum of One hundred and three thousand three hundred and seventy-three Pounds as shall for the Time being be due from the said Commissioners, to hold the Premises and all the Estate and Interest of the said Commissioners therein, subject nevertheless to the Estate, Powers Rights, and Remedies of the said Charles Potts and Thomas Dixon, their Heirs and Assigns, in, over, and in respect of the Premises for recovering and enforcing Payment of the Price or Consideration for the Purchase from them by the said Commissioners of the said Ferry,

Slips, Quays, Wharfs, and Buildings, Lands, Tenements, and Hereditaments, amounting to the Sum of One hundred and three thousand three hundred and seventy-three Pounds, and Interest thereon, and subject also as to Two of the said Steam Boats or Vessels called respectively "The Wirrall" and "The Queen," to the Estate, Powers, Rights, and Remedies of *C.D.* of his Executors, Administrators, and Assigns, in, over, and in respect of such Boats or Vessels, for recovering and enforcing Payment of the Sum of £2,000 and Interest charged upon the said Boats or Vessels as mentioned in the said Act, unto the said *A.B.*, his Executors, Administrators, and Assigns, from the Day of the Date of these Presents, until the said Sum of £ with Interest for the same after the Rate of £ per Centum per Annum, to be paid half-yearly, shall be fully paid and satisfied. In witness, *&c.*

Form of Transfer of Bond or Mortgage.

I *A.B.* of [*or* I *C.D.* of Executor or Administrator of *A.B.* late of *or otherwise, as the Case may require,*] in consideration of the Sum of £ to me paid by *E.F.* of do hereby assign and transfer unto the said *E.F.*, his Executors, Administrators, and Assigns, a certain Security, No. bearing Date the Day of under the Hands and Seals of of the Commissioners for executing the Birkenhead Improvement Amendment Act, 1850, and the Acts therein recited, and the Principal Sum of £ thereby secured, and all Interest now due or hereafter to grow due thereon, and all my Right and Interest in and to the same. Dated this Day of

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SCHE-

SCHEDULE (B.)

VALUATION of LANDS belonging to COMMISSIONERS of BIRKENHEAD, showing the QUANTITIES and VALUE thereof UNSOLD, and the QUANTITIES and VALUE under CONTRACT of SALE.

Name of Estate.	Lands unsold.				Lands under Contract of Sale.		
	No. of Lot on Township Plans.	Quantity in Square Yards.	Valuation per Square Yard.	Total Valuation.	Quantity in Square Yards.	Price per Square Yard.	Total Purchase Price.
			£ s. d.	£ s. d.		s. d.	£ s. d.
Park Lands -	1	- -	0 6 6	- - -	2,380	6 6	773 10 0
,,	2	- -	0 6 6	- - -	6,250	6 6	2,031 5 0
,,	3	9,640	0 10 0	4,820 0 0			
,,	4 and 5	- -	0 5 0	- - -	5,409	5 0	1,352 5 0
,,	6	22,115	0 7 0	7,740 5 0			
,,	7	6,362	0 7 6	2,385 15 0			
,,	8	4,740	0 8 0	1,896 0 0			
,,	9	7,121	0 6 0	2,136 6 0			
,,	10	5,510	0 6 6	1,790 15 0			
,,	11	3,083	0 5 6	847 16 6			
,,	12	- -	0 6 6	- - -	2,493	6 6	810 4 6
,,	13	- -	0 10 0	- - -	6,340	10 0	3,170 0 0
,,	14	6,340	0 10 0	3,170 0 0			
,,	15	- -	0 6 6	- - -	2,565	6 6	833 12 6
,,	16	6,086	0 6 0	1,825 16 0			
,,	17	- -	0 6 9	- - -	3,858	7 6	1,446 15 0
,,	18	- -	0 6 6	- - -	5,298	6 6	1,721 17 0
,,	19	- -	0 6 6	- - -	4,454	6 6	1,447 11 0
,,	20	- -	0 5 6	- - -	6,581	5 6	1,809 15 6
,,	22	21,620	0 9 0	9,729 0 0			
,,	23	- -	0 5 0	- - -	3,853	5 3	1,011 8 3
,,	24	23,987	0 9 0	10,794 3 0			
,,	25	- -	0 5 0	- - -	2,765	5 3	725 16 3
,,	26	- -	0 6 0	- - -	2,883	6 3	900 18 9
,,	27	12,860	0 8 0	5,144 0 0			
,,	28	- -	0 5 0	- - -	2,138	6 9	721 11 6
,,	29	8,075	0 6 6	2,624 7 6			
,,	30	6,544	0 6 6	2,126 16 0	417 1,235 5/9 1,414 4/9	6 0 5 6 5 0	125 2 0 339 15 6 353 12 2
,,	31	7,566	0 6 0	2,269 16 0	5,000	5 6	1,375 0 0
,,	32	11,532	0 8 0	4,612 16 0			
,,	33	- -	0 8 6	- - -	9,366	9 6	4,448 17 0
,,	34	- -	0 6 0	- - -	5,750	6 6	1,868 15 0
,,	35	29,146	0 7 6	10,929 15 0			
,,	36	8,932	0 9 0	4,019 8 0			
,,	37	- -	0 5 6	- - -	2,520	6 6	819 0 0
,,	38	- -	0 5 6	- - -	2,671	6 6	868 1 6
,,	39	9,773	0 10 0	4,886 10 0			
,,	40	15,517	0 10 0	7,758 10 0			
,,	41	10,875	0 9 0	4,893 15 0			
,,	42	- -	0 5 6	- - -	3,872	5 6	1,064 16 0
,,	43	- -	0 5 6	- - -	2,805	5 9	806 8 9
		237,424		96,401 10 0	92,318		30,825 18 2

The Birkenhead Improvement Amendment Act, 1850.

Name of Estate.	Lands unsold.						Lands under Contract of Sale.					
	No. of Lot on Township Plans.	Quantity in Square Yards.	Valuation per Square Yard.			Total Valuation.			Quantity in Square Yards.	Price per Square Yard.		Total Price.		
			£	s.	d.	£	s.	d.		s.	d.	£	s.	d.
Conway Street Land -	1	- -	0	12	0	- -		-	5,395	11	9	3,169	11	3
,,	2	9,115	0	10	0	4,557	10	0						
,,	3	10,963	0	10	6	5,755	11	6						
,,	4	- -	0	10	6	- -		-	9,025	10	6	4,738	2	6
,,	- -	6,202	0	12	0	3,721	4	0						
		26,280				14,034	5	6	14,420			7,907	13	9
Hamilton Street Land -	1	484	3	0	0	1,452	0	0						
,,	2	449	3	0	0	1,347	0	0						
,,	3	588	3	0	0	1,764	0	0						
,,	4	714	3	3	0	2,249	2	0						
,,	5	760	2	18	0	2,204	0	0						
,,	6	904	3	6	0	2,983	4	0						
,,	- -	1,765	3	0	0	5,295	0	0						
		5,664				17,294	6	0						
Land for Town Hall in Hamilton Square	- -	2,238	1	10	0	3,357	0	0						
Bridewell Land	- -	2,965	1	10	0	4,447	10	0						
Surplus Land at Abbatoirs -	- -	5,223	0	8	0	2,089	4	0						
Livingstone Street Land -	- -	- -	0	13	6	- -		-	7,792⅝	13	7	5,292	8	10
Cemetery -	1	34,555	0	5	6	9,502	16	9						
,,	2	13,758	0	5	6	3,783	9	0						
,,	3	24,735	0	5	6	6,802	2	6						
,,	4	- -	0	7	6	- -		-	1,608	8	3	663	6	0
,,	5	18,162	0	5	0	4,540	10	0	9,552	5	0	2,388	0	0
,,	6	20,662	0	5	0	5,165	10	0						
,,	7	26,365	0	4	0	5,273	0	0						
,,	8	18,307	0	3	6	3,203	14	10						
,,	- -	93,000	0	6	0	27,900	0	0						
		249,544				66,171	3	1	11,160			3,051	6	0

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Name of Estate.	Lands unsold.						Lands under Contract of Sale.					
	No. of Lot on Township Plans.	Quantity in Square Yards.	Valuation per Square Yard.			Total Valuation.			Quantity in Square Yards.	Price per Square Yard.	Total Price.	
			£	s.	d.	£	s.	d.			£	s. d.
Forest Estate -	1	9,024	0	5	0	2,256	0	0				
,,	2	7,656	0	5	0	1,914	0	0				
,,	3	11,320	0	5	6	3,113	0	0				
,,	4	6,750	0	5	6	1,856	5	0				
,,	5	7,540	0	6	0	2,262	0	0				
,,	6	8,426	0	6	0	2,527	16	0				
,,	7	7,028	0	6	0	2,108	8	0				
,,	8	7,440	0	7	0	2,604	0	0				
,,	- -	19,360	0	5	6	5,324	0	0				
		84,544				23,965	9	0				

ABSTRACT.

				£	s.	d.					
Park Lands -	- -	237,424	-	-	96,401	10	0	92,318	-	-	30,825 18 2
Conway Street Land -	- -	26,280	-	-	14,034	5	6	14,420	-	-	7,907 13 9
Hamilton Street Land -	- -	5,664	-	-	17,294	6	0				
Land for Town Hall in Hamilton Square	- -	2,238	-	-	3,357	0	0				
Bridewell Land	- -	2,965	-	-	4,447	10	0				
Surplus Land at Abbatoirs -	- -	5,223	-	-	2,089	4	0				
Cemetery -	- -	249,544	-	-	66,171	3	1	11,160	-	-	3,051 6 0
Forest Estate -	- -	84,544	-	-	23,965	9	0				
Livingstone Street Land	- -	- -	-	-	- -		-	$7,792\frac{5}{9}$	-	-	5,292 8 10
		613,882			227,760	7	7	$125,690\frac{5}{9}$			47,077 6 9

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