CHAPTER xix.

An Act to confer further powers upon the Manchester Ship Canal Company with respect to the holding and disposal of lands and for other purposes. A.D. 1912.

[25th June 1912.]

WHEREAS by section 4 of the Manchester Ship Canal Act 1897 the Manchester Ship Canal Company (in this Act called "the Company") were empowered to grant leases of the nature and for the purposes therein specified for any terms not exceeding ninety-nine years and to accept underleases of the lands comprised in such leases but it was by the said section provided that the Company should not at any time thereafter lease any lands for the time being belonging to them of which they intended to accept an underlease without obtaining the consent of the mayor (now lord mayor) aldermen and citizens of the city of Manchester (therein and in this Act called "the corporation") under the hand of their town clerk to such lease and underlease but such consent was not to be required as regards any lease or underlease contracted for by the Company prior to the eleventh day of February one thousand eight hundred and ninety-seven and by section 5 of the same Act an agreement scheduled to the said Act for the grant and acceptance by the Company of a lease and underlease was confirmed and made binding: 60 & 61 Vict. c. cviii.

And whereas by section 25 of the Manchester Ship Canal Act 1911 it was provided that section 4 of the Manchester Ship Canal Act 1897 should be read and have effect as if the term of nine hundred and ninety-nine years had been therein mentioned instead of the term of ninety-nine years: 1 & 2 Geo. 5. c. lvi.

And whereas it is expedient that the Company should be empowered to vary the provisions of leases and underleases granted and accepted by them under the powers conferred by the said sections or in pursuance of the said agreement and

A.D. 1912.

that such powers should in other respects be extended in manner hereinafter expressed:

And whereas the purposes of this Act cannot be attained without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.

1. This Act may be cited as the Manchester Ship Canal Act 1912.

Interpretation.

2. In this Act—

"The Act of 1897" and "the Act of 1911" mean respectively the Manchester Ship Canal Act 1897 and the Manchester Ship Canal Act 1911;

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

"Lease" includes underlease;

"Lessor" and "lessee" whenever consistent with the context include their respective successors in title and where used in relation to an underlease respectively mean underlessor and underlessee;

"Works" includes buildings warehouses sheds docks basins lay-byes shipyards wharves landing-places machinery apparatus appliances equipment and conveniences.

Extension of Company's powers as to leases and underleases.

3.—(1) In addition to and in extension of the powers conferred upon the Company by section 4 of the Act of 1897 as amended by the Act of 1911 the Company shall with respect to any lease granted (whether before or after the passing of this Act) by or to the Company either under the powers of that section whether in its original form or as so amended or in pursuance of the said agreement scheduled to the Act of 1897 have the following powers (namely):—

(*a*) With regard to any such lease granted to the Company the Company may from time to time enter into agreements with the lessor for the erection construction or provision either by the lessor or by the Company but at the expense in either case of the lessor of new or additional works or extensions of or additions to or improvements in any works erected

constructed or provided either before or after the passing of this Act or for the recoupment to the Company by the lessor of any money spent by the Company (whether before or after the passing of this Act) on any such erection construction provision extension addition or improvement as aforesaid and in consideration of such expenditure or recoupment there may by any such agreement be reserved or made payable to the lessor by way of addition to any rent for the time being reserved by the lease such an amount of further rent as may be agreed between the Company and the lessor and the Company may enter into such additional covenants and provisions (including provisions for the termination of the lease) as may be agreed upon between the Company and the lessor:

(*b*) The Company may upon and subject to such terms and conditions and in such manner as may be agreed between the Company and the lessee accept a surrender of the whole or any part or parts of any lands comprised in any such lease granted by the Company:

(*c*) The Company may upon and subject to such terms and conditions and in such manner as may be agreed between the Company and the lessor surrender the whole or any part or parts of any lands comprised in any such lease granted to the Company:

(*d*) The Company may upon and subject to such terms and conditions as may be agreed upon grant or concur with any other persons interested in granting for any period or periods determinable or otherwise any rights liberties easements or privileges over or in relation to any lands for the time being comprised in any such lease granted to or by the Company which may seem to the Company to be required for the purpose of enabling any other lands to be used and occupied for a purpose or in a manner likely to benefit the business or undertaking of the Company:

(*e*) The Company may upon and subject to such terms and conditions and in such manner in all respects as may be agreed upon renew or extend or concur in renewing or extending or may otherwise vary the provisions of any such lease granted by or to the Company.

A.D. 1912.

(2) The rent reserved by or payable under any such lease or agreement as is hereinbefore referred to may be either fixed or varying in amount.

(3) Nothing in this section shall interfere with or affect the operation of subsection (5) of the said section 4 of the Act of 1897 and the Company shall not under the powers of this section without obtaining the previous consent in writing of the corporation under the hand of their town clerk increase the rent payable under any such lease or underlease as is referred to in the said subsection or renew or extend or surrender or concur in renewing or extending or surrendering the term of any such lease or enter into any covenant or provision (including any provision for the termination of any such lease or underlease) which shall reduce the revenue or increase the expenditure of the Company.

Powers to extend to lands held on lease.

4. The powers conferred by section 4 of the Act of 1897 as amended by the Act of 1911 and the powers conferred by this Act shall apply to lands held by the Company on lease as well as to lands held by them for any greater estate and the said section shall be read and have effect accordingly.

Saving rights.

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

Costs of Act.

6. All the costs charges and expenses of and incident to the preparing for obtaining and passing of this Act shall be paid by the Company.

Printed by EYRE and SPOTTISWOODE, Ltd.,
FOR
ROWLAND BAILEY, Esq., C.B., M.V.O., the King's Printer of Acts of Parliament

And to be purchased, either directly or through any Bookseller, from
WYMAN AND SONS, LTD., FETTER LANE, E.C.; or
OLIVER AND BOYD, TWEEDDALE COURT, EDINBURGH; or
E. PONSONBY, LTD., 116, GRAFTON STREET, DUBLIN.