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VICTORIÆ REGINÆ.

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have also been passed in relation to the *Mersey* Docks and Harbour Board: And whereas, with a view of improving and increasing the Accommodation and Conveniences connected with the Docks on the *Liverpool* Side of the River *Mersey*, it is expedient that the Board should be authorized to raise a further Sum of Money: And whereas it is expedient that the Board should be authorized to purchase certain Lands situate at the Northward End of and separated from the Dock Estate by the *Victoria* and *Derby* Roads, and at present intersected by *Sandhills Lane*, and also to purchase certain other Lands herein-after mentioned or referred to; and for the Purposes of the Dock Estate, in connexion with the first-mentioned Purchase, it is also expedient that the Course of Part of *Derby Road* and *Victoria Road* should be diverted, and the present Site of such Roads, and also of certain other Roads or Streets near thereto, should be added to the Dock Estate, and a new or substituted Road constructed on the Eastern Side of the existing Course of *Derby Road* and *Victoria Road*: And whereas it is expedient that the said Acts should in other respects be also altered and amended as herein-after provided: And whereas the several Objects aforesaid cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; that is to say,

Short Title.

1. In citing this Act for any Purpose whatever it shall be sufficient to use the Expression "The *Mersey* Docks Act, 1864."

Part of Mersey Dock Acts Consolidation Act, 1858, incorporated.

2. So much of "The *Mersey* Dock Acts Consolidation Act, 1858," as relates to the Meanings to be assigned to certain Words and Expressions, being Section 3 of such Act, and also the whole of Part 13 of the same Act with respect to Borrowing Powers and Dock Debt, shall be incorporated with and form Part of this Act, except so far as such Meanings and Provisions or any of them are inconsistent with this Act.

"The Corporation."

3. In this Act the Expression "the Corporation" means the Mayor, Aldermen, and Burgesses of the Borough of *Liverpool* acting by the Council.

Power to borrow on Security of Rates.

4. The Board may borrow at Interest on the Security of the Rates now belonging to the Board (exclusive of any Sum or Sums of Money required for the Completion of the *Birkenhead* Docks and Works, and for the Purposes specially provided for by "The *Mersey* Docks and Harbour Act, 1857,") a further Sum not exceeding Eight hundred and seventy-five thousand Pounds Sterling, which Sum of Eight

Eight hundred and seventy-five thousand Pounds with the Sum of Seven millions one hundred and fifty thousand Pounds, the Amount of the Debt authorized by "The *Mersey* Dock Acts Consolidation Act, 1858," "The *Mersey* Docks (Money) Act, 1859," and "The *Mersey* Docks (North Wall) Act, 1863," will amount to the Sum of Eight millions and twenty-five thousand Pounds (exclusive of such other Monies as aforesaid), shall be the Extent of the Debt authorized to be due and owing at any one and the same Period of Time on the Security of the said Rates; and such Sum of Eight hundred and seventy-five thousand Pounds shall be applied exclusively in or towards the Purchase of the Lands by this Act authorized and confirmed respectively, and the Construction of such new or substituted Road, and the Construction and Completion, upon Land now vested in the Board on the *Liverpool* Side of the River *Mersey*, of such Docks, Graving Docks, and other Works as under or by virtue of "The *Mersey* Dock Acts Consolidation Act, 1858," or any of the aforesaid subsequent Acts, the Board are authorized to construct and complete at *Liverpool*; that is to say, the Construction, upon Land now vested in the Board, of Two Docks on the East Side of the *Huskisson* Dock, and the Erection of Sheds and the laying down of Rails on the Quays of the said Docks; a new Dock to the North of the *Canada* Basin, and Graving Dock Accommodation to the North of such new Dock, with an Entrance Basin thereto; and also in or towards the Construction of other Works and Conveniences connected therewith respectively.

No Money to be applied to Works on Liverpool Side until certain Works completed at Birkenhead.

5. It shall not be lawful to apply any Money to be raised under the Powers of this Act in the Execution of any Works at *Liverpool* until the whole of the Works thirdly mentioned and described in the Sixth Section of the "*Mersey* Docks and Harbour Works Act, 1858," shall have been completed to the reasonable Satisfaction of an Officer to be appointed by the Board of Trade and opened for public Use.

Vessels to be subject to Graving Dock Rates according to their Tonnage on leaving such Dock.

6. The Tonnage Burden of any Vessel leaving any Graving Dock on or after the First Day of *January* One thousand eight hundred and sixty-five shall, for the Purpose of determining the Amount of the Graving Dock Rate payable in respect of such Vessel, be calculated according to the Dimensions of such Vessel as she shall leave the Graving Dock, and not according to her Dimensions when she entered the Graving Dock.

Sect. 353 of Merchant Shipping Act, 1854, to continue in

7. Notwithstanding the "*Mersey* Dock Acts Consolidation Act, 1858," and particularly Section One hundred and thirty thereof, and without Prejudice to the Exemption by such Section conferred upon Inward-bound Coasting Vessels in Ballast, or under the Burden of

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force in Liverpool Pilotage District.

One hundred Tons, Section Three hundred and fifty-three of the "Merchant Shipping Act, 1854," shall be and continue in force with respect to the *Liverpool* Pilotage District as fully and effectually as if the first-mentioned Act had not been passed.

Further increasing Rate to be paid by Vessels lying up.

8. The Period of Three Months during which, under the Forty-third Section of "The *Mersey* Docks (Corporation Purchase) Act, 1861," Vessels may remain in the Docks before becoming liable to the additional Rate of Twopence *per* Ton *per* Week thereby imposed, shall from and after the passing of this Act be reduced to Two Months, and the said Section shall be read and construed throughout the enacting Part thereof as if the Period of Two Months had been mentioned therein instead of the Period of Three Months.

Board may construct new Road according to deposited Plans.

9. And whereas Plans describing the Situation of the several Parcels of Land proposed to be purchased or acquired by the Board, together with a Book of Reference to such Plans, and also Plans and Sections describing the Line, Levels, and Situation of the intended new Road proposed to be constructed by the Board in lieu of Part of the existing Site of Part of *Derby Road* and *Victoria Road*, have been deposited in the Office of the Clerk of the Peace for the County Palatine of *Lancaster*: Be it enacted, That, subject to the Provisions of this Act, the Board may construct and complete the said intended new Road according to the said deposited Plans and Sections, and in the Line and upon the Lands described or comprised in the said Book of Reference, and may purchase or acquire all or any Part of such Lands and of any other Lands shown on such Plans as being intended to be taken by the Board, and described in the said Book of Reference, and may enter upon, take, and use the same or such Part thereof as shall be deemed necessary by the Board to be purchased or taken: Provided that the Board from Time to Time may deviate vertically from the Levels shown on the deposited Sections to any Extent not exceeding Five Feet.

Conditions to be observed in such Construction.

10. In constructing the Works by this Act authorized the Board shall conform to the following Stipulations:

The intended new Road shall be made with such Gradients as the Corporation shall cause to be fixed by the Borough Engineer:

The Levels of such Parts of *Great Howard Street*, *Derby Road*, *Boundary Street*, *Grundy Street*, *Sandhills Lane*, and *Bankhall Lane*, as may be affected by the Levels or Gradients of the intended new Road, shall be altered by and at the Expense of the Board to the Satisfaction of the Corporation; and any Alteration of Steps, Doors, or Entrances into any Houses or Buildings, or of any Walls, Fences, Pavements, Sewers, Drains, or

or Pipes, adjoining to or belonging to any Property, rendered necessary by the Alteration of such Levels, shall be made by and at the Expense of the Board, and to the like Satisfaction:

Any navigable Cuts or Channels made across *Sandhills Lane* or *Regent Road* shall be in such Situations and shall be subject to such Regulations as to providing Bridges as may be arranged between the Board and the Corporation:

The intended new Road shall be sewered and drained by and at the Expense of the Board to the Satisfaction of the Corporation; and all Alterations of existing Sewers and Drains consequent on the Construction of a new Sewer under such intended new Road, and on the Abandonment or Destruction of the Streets or Roads proposed to be absorbed into the Dock Estate, and all new Junctions of Sewers consequent upon the Works by this Act authorized or required, shall also be made by the Board to the Satisfaction of the Corporation:

If by reason of the making of any navigable Cut or Channel across *Sandhills Lane* or *Regent Road* any Alteration of existing Sewers or any new and substituted Sewers require to be made, such Alteration or such substituted Sewer shall be made by and at the Expense of the Board, with convenient Man-holes or other Means of Access thereto, and, if need be, proper Flood-gates or Valves for the same, and the Agents, Servants, and Workmen of the Corporation may have Access at all Times to such Sewers:

The existing Main Outlet Sewer in *Vulcan Street* shall not be interfered with except with the Consent of and on Terms approved by the Corporation, and the Board shall construct along the Line of such Sewer proper Man-holes, with such Covers as shall be directed by the Corporation, and the Agents, Servants, and Workmen of the Corporation shall have Access at all Times to such Sewer:

The intended new Road and such Portions of the existing Streets and Roads before mentioned, the Levels of which may be affected by the Levels or Gradients of the intended new Road, shall be levelled, formed, made, paved, channelled, curbed, and flagged in such Manner and with such Materials as the Corporation shall direct, and the whole Costs, Charges, and Expenses attending the same shall be paid by the Board:

In consideration of the increased Extent of new Road which will result from the Works by this Act authorized, the Board shall pay to the Corporation as Surveyors of Highways within the Borough the annual Sum of Two hundred and fifty Pounds, such Sum to be applied towards the Maintenance of such Road, such Payment to continue until the Corporation and the Board shall come to some other Arrangement in reference thereto:

In order to guard against Accident to the Horse Traffic on the intended new Road, the Fence Wall on the West Side of the Viaduct of the Dock Branch of the *Lancashire and Yorkshire* Railway, so far as it is parallel to the intended new Road, shall, with the Consent of the Railway Company, but at the Cost of the Board, be carried to such Height as the Board and Corporation may agree to be sufficient for affording Protection to the Public.

8 & 9 Vict. c. 18. and 23 & 24 Vict. c. 106. incorporated.

11. "The Lands Clauses Consolidation Act, 1845," (except Sections numbered 127 to 133, both inclusive,) and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act; and in construing the said Acts the Board shall be deemed the Promoters of the Undertaking.

Errors and Omissions may be corrected by Justices, who shall certify the same.

12. And for the Purpose of making Provision for correcting any Omission, Mis-statement, or wrong Description of any Lands, or of the Owners, Lessees, and Occupiers of any Lands, described on the said Plans or Book of Reference, the Board, after giving Ten Days Notice to the Owners, Lessees, and Occupiers of the Lands affected by such proposed Correction, may apply to Two Justices, and if it appear to such Justices that such Omission, Mis-statement, or wrong Description arose from Mistake they shall certify the same accordingly, and shall in such Certificate state the Particulars of any such Omission, Mis-

Certificate to be deposited.

statement, or wrong Description, and such Description, with the other Documents to which it relates, shall be deposited with the said Clerk of the Peace, and such Certificate shall be kept by him with the other Documents to which it relates, and thereupon such Plan or Book of Reference shall be deemed to be corrected by such Certificate, and the Board may make the Works hereby authorized in accordance with such Certificate as if such Omission, Mis-statement, or wrong Description had not been made.

Powers for compulsory Purchases limited.

13. The Powers of the Board for the compulsory Purchase of Lands shall not be exercised after the Expiration of Five Years from the passing of this Act.

Board on acquiring certain Land to be subject to Covenants and Obligations respecting same.

14. Whereas by Indenture of Lease dated the First Day of *January* One thousand eight hundred and thirty-nine, whereby Land in *Toxteth Park* whereon the *Egerton* Dock has been constructed was demised to the late *Francis* Earl of *Ellesmere* by *Ambrose Lace* and others, it was covenanted and agreed by the said Lessors that the said Earl should be at liberty to use a reciprocal Sewer which it was mutually agreed should be constructed within such Land and the adjoining Land of the Lessors for the Scourage of Docks on such respective Lands: And whereas by an Agreement dated the Sixth

Day

Day of *August* One thousand eight hundred and thirty-nine, and made between the said *Ambrose Lace* and others of the First Part, and the *Shropshire Union* Railways and Canal Company (by their then Name of the Company of Proprietors of the *Ellesmere and Chester* Canal Navigation) of the Second Part, the Pieces of Land numbered 1, 2, 3, 4, and 5 on the said deposited Plans were contracted to be sold by the Parties thereto of the First Part to the Parties thereto of the Second Part, and it was agreed that a Sewer should be made by the Parties thereto of the Second Part through the Land thereby agreed to be sold as far as the same extended, to communicate with the Dock then making by the said Earl of *Ellesmere* and a Dock proposed to be made by the Parties thereto of the First Part: And whereas by Indenture dated the Twelfth Day of *May* One thousand eight hundred and forty-seven the said Land and Hereditaments so demised to the said Earl, with the Dock constructed thereon by the said Earl, were granted and conveyed by the said *Ambrose Lace* and others to the said Earl in Fee, and by the same Deed the said *Ambrose Lace* and others did grant to the said Earl in Fee full Licence and Liberty to use so much of a reciprocal Sewer between the Dock and Premises so conveyed to the said Earl and a Dock intended to be constructed by the said *Ambrose Lace* and others upon Land which is now the Property of the Board as should run from the Southern Boundary of the said Piece or Parcel of Land and Hereditaments conveyed to the said Earl thenceforth throughout the whole Extent of such Sewer Southwards, in common with the Owner or Occupier for the Time being of the Dock or Docks which for the Time being should be in connexion with the South End of the said Sewer, subject to such Restrictions and Limitations as to the Use and Enjoyment of the said Sewer throughout the whole of its Extent as were in an Indenture or Deed of Covenant of even Date therewith expressed or contained: And, whereas by the said last-mentioned Indenture or Deed of Covenant of even Date the said *Ambrose Lace* and others covenanted with the said Earl, on or before the First Day of *March* One thousand eight hundred and forty-nine, to make and complete in a substantial and workmanlike Manner a reciprocal Sewer between the said Dock and Premises so granted to the said Earl and the Dock intended to be constructed by the said *Shropshire Union* Railways and Canal Company (therein called the *Ellesmere and Chester* Canal Company) on the said Pieces of Land numbered 1, 2, 3, 4, and 5 on the deposited Plan, and to maintain and keep the same in repair as therein mentioned: And whereas by Indenture dated the Second Day of *February* One thousand eight hundred and fifty-seven, and made between the said *Ambrose Lace* and others of the First Part, *William Rathbone* and another of the Second Part, the said *Ambrose Lace* of the Third Part, and the *Shropshire Union* Railways and Canal Company of the Fourth Part, the Pieces of Land numbered 1, 2, 3, 4, and

and 5 on the said deposited Plans, together with the Right of using the reciprocal Sewer therein mentioned, were granted and conveyed to the said *Shropshire Union* Railways and Canal Company in Fee, and by the same Deed the said *Shropshire Union* Railways and Canal Company covenanted with the said *Ambrose Lace* and others that, upon receiving Notice as therein mentioned, they the said *Shropshire Union* Railways and Canal Company would construct and finish the said reciprocal Sewer according to the true Intent and Meaning of the said Agreement of the Sixth Day of *August* One thousand eight hundred and thirty-nine: Be it therefore enacted, That if the Board shall, under the Provisions of this Act, acquire the said Pieces of Land numbered 1, 2, 3, 4, and 5 on the said deposited Plans, or any Part thereof, such Land and the Board in respect thereof shall be subject and liable to all such and the same Grants, Covenants, and Obligations respectively (if any) as to a reciprocal Sewer and other Scourage Works as the said Land or the said *Shropshire Union* Railways and Canal Company in respect thereof are at the Time of the passing of this Act subject or liable to under or by virtue of the several and respective Agreements, Indentures, Lease, Conveyances, and Deeds of Covenant herein-before referred to, or any of them, or otherwise.

New Street when completed to vest in Highway Board.

15. When and as soon as such new and intended Road shall have been completed and opened for public Use, the same, together with the Site thereof, shall be adopted by and become vested in the Corporation as Surveyors of Highways of the Borough, and thereupon the present Site of so much of *Derby Road* and *Victoria Road* for which such intended new Road shall have been substituted (except so much of *Victoria Road* as shall be required for continuing *Grundy Street* of its present Width to *Regent Road*) shall absolutely vest in the Board as Part of the *Mersey* Dock Estate, freed and discharged from all Rights of Way and other Rights and Easements whatsoever.

As to stopping up of Streets.

16. The Board may cross, stop up, alter, and divert temporarily any existing Road or Street, so far as it may be necessary or convenient to cross, stop up, alter, or divert the same for the Purpose of constructing the said intended new Road, and may permanently stop up certain Streets or Roads now called or proposed to be called *Errington Street* and *Holme Street*, and the Site of those Two Streets shall be and the same are hereby absolutely vested in the Board as Part of the *Mersey* Dock Estate, and thereupon all Rights, Easements, or Privileges in, over, or affecting such Sites and the Soil thereof of any other Company or Person shall be absolutely extinguished.

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Power to stop up Vulcan Street.

17. The Board may at any Time after the passing of this Act, if they shall deem it expedient so to do, but not otherwise, permanently stop up a certain Street called *Vulcan Street* situate in the Township of *Kirkdale* and in the Parish of *Walton-on-the-Hill*, and thereupon the Site of such Street shall be and the same is hereby absolutely vested, in equal Moieties, in the Board as Part of the *Mersey* Dock Estate, and in the *London and North-western* Railway Company, whose Land adjoins the same, as Part of their Lands and Works, and thereupon all Rights, Easements, or Privileges in, over, or affecting the Site of such Street and the Soil thereof of any other Company or Person, or of any Corporation or Commissioners, shall, except as in this Act provided, be absolutely extinguished: Provided always, that the Board shall not obstruct or interfere with *Vulcan Street* aforesaid unless and until by Arrangement with the *London and North-western* Railway Company, or otherwise, the Street called *Bankfield Street*, leading from *Regent Road* to *Derby Road*, shall be made Twenty Yards in Width, and unless and until the Street called *Bank Hall Lane*, leading Northwardly towards *Bank Hall*, shall be made of an uniform Width of Forty-five Feet so far as the Dock Estate shall extend: Provided also, that the Main Sewer now passing through or under *Vulcan Street* aforesaid shall not be obstructed or interfered with unless and until a sufficient Main Sewer in lieu thereof shall have been provided by the Board to the Satisfaction of the Earl of *Derby*, by whom the same Sewer was constructed for the efficient Drainage of his *Kirkdale* Estate.

Power to Board to lay Gas and Water Mains in new Street.

18. The Board shall, before completing and finishing the said intended new Road, and before removing or disturbing any Mains, Pipes, Plugs, or other Works of any Corporation or Company supplying Gas or Water, lay down at their own Expense along the whole Line of the same Road such good and sufficient Mains or Pipes in connexion with the existing Mains and Pipes of the Corporation or Company to whom the same belong (all Gas Pipes being provided at the Expense of the Company to whom the same shall belong) as may be a sufficient Substitution for any Mains or Pipes which may be intercepted by the Works hereby authorized, together with proper Fireplugs in the Water Main, and shall cause proper Communications to be made between the said new Mains and Pipes and the several Mains and Branch Mains and Pipes of the said Corporation or Company, and complete the same to the Satisfaction of their Engineer or Manager respectively: Provided that the existing Water Mains and Pipes of the Corporation for which those to be laid in the intended new Road shall be substituted shall, on such Substitution being completed, be taken back by the Corporation at a Valuation to be agreed upon.

Water Pipes to be laid in certain Cases.

19. If any navigable Cut shall be made by the Board across *Sandhills Lane* or *Regent Road*, sufficient Chambers or Tunnels shall be provided for containing such Water Pipes as the Corporation may consider necessary, and such Pipes shall be laid in duplicate through the same, the Work being done by the Workmen of the Corporation, but at the Cost of the Board.

Not to enter upon Land, &c. of Lancashire and Yorkshire Railway Company, or interfere with their Works without their Consent. Confirming

20. Nothing in this Act contained shall authorize the Board, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the *Lancashire and Yorkshire* Railway Company in the Construction or for the Purposes of the said new Road, or for any of the Purposes of this Act, or to authorize the Board in any Manner to alter, vary, or interfere with the *Lancashire and Yorkshire* Railway, or any of the Works appertaining thereto, without the Consent in Writing of the said Company under their Common Seal first had and obtained for that Purpose.

Purchase of certain Land made by the Board from Mr. J. Kennedy.

21. Whereas the Board have lately purchased from Mr. *James Kennedy* certain Lands containing Twelve thousand and thirty-five Square Yards or thereabouts, together with the Buildings thereon, situate in the Extra-parochial Place of *Toxteth Park* on the West Side of *Sefton Street*, and at the extreme South-west Corner of the *Mersey* Dock Estate at *Liverpool*, and which said Lands and Buildings were conveyed to the Board by an Indenture bearing Date the Twenty-eighth Day of *October* One thousand eight hundred and sixty-three: Be it enacted, That the said Lands so purchased by and conveyed to the Board shall be and shall be deemed to be Part of the *Mersey* Dock Estate, and shall be subject to all the Provisions contained in the several Acts relating thereto, and to all the Byelaws which have been or may be made in pursuance thereof, in the same Manner in all respects as if such Lands had been purchased by Agreement under the Powers of this Act.

New Church to be built before St. Aidan's Church is interfered with.

22. And whereas the District Church of *Saint Aidan* is situate on Part of the Land by this Act authorized to be purchased by the Board: Therefore, before the Board shall in any Manner, unless with the Consent of the Bishop of the Diocese and of the Rectors for the Time being of *Liverpool* and *Walton-on-the-Hill*, interfere with the District Church of *Saint Aidan*, the Board shall at their own Cost erect on some convenient Site to be provided by the Board, and to be approved of in Writing by the said Bishop and Rectors, a new and convenient Church for the Use of the Inhabitants of the said District, such new Church not to be of less Size or Value or less commodious or ornamental in any respect than the said existing Church, and the Board shall make all such Compensation as they may consider to be right in consequence of such Removal and Alteration, including Compen-

Compensation for any temporary Loss of Income by the Incumbent while the Church is being taken down and rebuilt, or arising from the changed Locality of the Site thereof, and for a Period not exceeding Two Years next after the Consecration thereof; and in case any Differences shall arise in relation to this present Section, the same shall be settled by Mr. *John Stewart* of *Liverpool*, Surveyor, or in case of his Death, Incapacity, or Refusal to act, by such other Arbitrator as shall be appointed by the said Bishop and Rectors and by the Board, but this present Section shall in nowise prejudice or affect the Right of the Board to purchase the said Church and the Site thereof under the compulsory Powers for that Purpose hereinbefore contained or referred to.

As to the Site of new Church.

23. The Board may, with the Consent in Writing of the aforesaid Bishop and Rectors, either set apart some convenient Portion of the Dock Estate as a Site for such new Church, or may at their own Expense purchase by Agreement some other suitable and convenient Site for such Church, and if such new Site shall in the Opinion of the said *John Stewart*, or such other Arbitrator as aforesaid, be of less Value than the existing Site, then the Board shall pay the Difference of such Value in Augmentation of the Endowment Fund of such Church, and the said Board shall at their own Cost procure such new Church when completed to be duly consecrated and fitted in every way for the due Celebration of Divine Worship.

Authentication of Notices served by the Board.

24. Any Notice, Demand, or other written Document served by the Board for the Purposes of the recited Acts or this Act may be signed by the Solicitor of the Board, and need not have the Corporate Seal of the Board affixed thereto.

Expenses of Act.

25. The Board out of any Monies for the Time being in their Hands shall pay and discharge all Costs, Charges, and Expenses incurred in applying for, obtaining, and passing this Act.

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