CHAPTER xix.

An Act to confirm an Agreement for the purchase by the Mersey Docks and Harbour Board of certain lands, tenements, and hereditaments from the Mayor, Aldermen, and Burgesses of Liverpool; and for other purposes. A.D. 1875.

[13th May 1875.]

WHEREAS by "The Mersey Docks and Harbour Act, 1857," the docks at Liverpool and Birkenhead were consolidated into one estate, and the control and management of them vested in one public trust, and the Mersey Docks and Harbour Board (in this Act called "the Board") were incorporated for the purposes in that Act mentioned: 20 & 21 Vict. c. clxii.

And whereas the lands mentioned or referred to in the agreement (in this Act called "the scheduled agreement"), a copy whereof is set forth in the schedule to this Act, lie between the Liverpool Dock Estate of the Board and the River Mersey, and the Board being desirous, for the better enjoyment and development of their said Dock Estate, of purchasing and acquiring the said lands, have entered into the scheduled agreement for the purpose thereof (subject to the sanction of Parliament) from the mayor, aldermen, and burgesses of the borough of Liverpool (in this Act called "the Corporation"), and it is expedient that that agreement be confirmed and carried into effect, and that the Board be authorised to borrow further moneys for the purposes of this Act, but those objects 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 Commons, in this present Parliament assembled, and by the authority of the same, as follows:

1. This Act may be cited as "The Mersey Docks Act, 1875." Short title.

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 that Act), and the whole of Portions of 21 & 22 Vict. c. xcii. incorporated

A.D. 1875.

with this Act.

Part XIII. of that Act (with respect to borrowing powers and dock debt), except so far as those provisions may be inconsistent with this Act, are incorporated with and form part of this Act.

Confirmation of scheduled agreement.

3. The scheduled agreement is hereby confirmed and made binding upon the Corporation and the Board, and such agreement shall be performed and carried into effect by the parties thereto in the same manner as if the several provisions thereof were hereby expressly enacted.

Incorporation of portions of Lands Clauses Consolidation Acts, 1845 and 1869.

4. Sections 25 to 33 (both inclusive), and 36, 37, and 149 of "The Lands Clauses Consolidation Act, 1845," and section 1 of "The Lands Clauses Consolidation Act, 1869," shall, so far as they are not inconsistent with the provisions of the scheduled agreement, be incorporated with this Act, and apply, mutatis mutandis, for the purposes of any arbitration to be had under the provisions of the said agreement.

Lands, &c. referred to in agreement vested in the Board, subject to existing rights of public and tenants.

5. All the lands, tenements, and hereditaments by the scheduled agreement agreed to be sold to the Board shall, immediately on the payment by the Board of the purchase money for the same, and the execution of the deed of conveyance herein-after mentioned, be vested in the Board as part of the Mersey Dock Estate for all the estates and interests therein of the Corporation, but subject to all tenancies existing at the date of the said agreement, and to all public rights of way over such lands, tenements, and hereditaments, or any part thereof respectively, and the purchase money shall be carried by the Corporation to the account of the capital estate of the Corporation, and the receipt of the treasurer of the Corporation shall be a full discharge to the Board in respect thereof, and the Board shall not be bound to see to the application thereof.

Conveyance to be stamped, &c.

6. The sale to the Board shall be evidenced by a deed of conveyance duly stamped, wherein the consideration for the sale shall be fully and truly set forth.

Further borrowing powers.

7. Subject to the provisions of this Act the Board may, for the purposes of this Act, borrow at interest, on the security of the rates for the time being belonging to them, (exclusive of any sum or sums of money required for the completion of the Birkenhead Docks and works, and for the purposes specially provided for by "The Mersey Docks and Harbour Act, 1857,") any sum or sums which may be required for the purposes of this Act.

Application of moneys.

8. All moneys borrowed by the Board under the authority of this Act shall be applied by them only for the purposes of this Act.

Expenses of Act.

9. The Board, out of any moneys 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.

The SCHEDULE referred to in the foregoing Act.

The Mayor, Aldermen, and Burgesses of Liverpool (herein-after called "the Corporation") on the one part, and the Mersey Docks and Harbour Board (herein-after called "the Board") on the other part, hereby covenant and agree with each other as follows; viz.,

1. Subject to the Parliamentary confirmation of this Agreement as herein-after mentioned, the Corporation agree to sell, and the Board agree to purchase, for an estate of fee simple of inheritance, free from incumbrances, the hereditaments described in the Schedule hereunder written, and delineated in the plan hereunto annexed and referred to in the said Schedule.

2. If within six months after the passing of a Bill for confirming this Agreement, to be applied for by the Board as herein-after mentioned, the parties fail to agree upon the sum to be paid by the Board to the Corporation as the purchase money for the above-mentioned hereditaments, the amount of such purchase money shall be determined by arbitration as herein-after mentioned.

3. If it should become necessary that the amount of such purchase money should be determined by arbitration, each of the parties hereto shall, within one month after the expiration of the period of six months mentioned in the second clause of this agreement, name an arbitrator and inform the other party by writing of the name of such arbitrator, and the arbitrators so named by the parties shall, within two months after the expiration of the period of one month allowed for their nomination as aforesaid, appoint an umpire; failing the appointment by the arbitrators of an umpire within the period above mentioned for that purpose, an umpire for the purposes of the arbitration shall be appointed by the Board of Trade on the application of either of the parties hereto. The party making application to the Board of Trade for the appointment of an umpire shall at the same time serve on the other party a copy of such application.

4. The award of the said arbitrators, or if they cannot agree thereon, then the award of the umpire, as to the amount of the purchase money to be paid by the Board to the Corporation for the hereditaments above mentioned shall be final and conclusive, and if any such award shall be bad for irregularity or error in matter of form, the parties or the party by whom the same shall have been made shall have power to make another award, and so on toties quoties, until they or he shall have made a good award.

5. The arbitrators and the umpire shall sit together for the purpose of hearing the evidence and allegations of the respective parties touching the subject-matter of the reference, and, failing agreement by the arbitrators as to the amount of the said purchase money, the umpire shall be at liberty to make his award thereon on the evidence and allegations already presented and made by the respective parties before him and the arbitrators without hearing any further evidence.

A.D. 1875.

6. The award of the arbitrators or umpire, as the case may be, shall be made within six calendar months after the date of the appointment of the umpire.

7. Each party shall bear their own costs of the arbitration and one moiety of the fees, costs, and charges of the arbitrators and umpire, and of the award.

8. The sale and purchase hereby agreed upon shall be deemed to be the voluntary act of the respective parties hereto, and shall not for any purpose whatever be regarded as a compulsory taking of the said hereditaments by the Board.

9. The said hereditaments are to be taken by the Board subject to all tenancies existing at the date of this agreement, and also subject to all public rights of way over the same, or any part thereof.

10. In the next ensuing session of Parliament the Board shall promote and use their best endeavours to obtain the passing of a Bill to confirm this Agreement, and to confer upon the Corporation and upon the Board respectively such powers as may be required by those bodies respectively to enable them to carry into effect and perform this Agreement in all respects, and the Corporation shall concur in and support the passing of the said Bill. If from any cause the Board should fail to obtain the passing of the said Bill in the next ensuing session of Parliament, they shall in the next following session renew their application for a Bill for the purposes aforesaid, on the terms, and in manner, and with such consent and assistance on the part of the Corporation as above mentioned.

11. If from any cause the Board should on such second application fail to obtain the passing of such a Bill as above mentioned, this Agreement, unless renewed by the parties with or without modifications as may be then agreed upon, shall be deemed to be cancelled.

In witness whereof the Corporation and the Board respectively have to this Agreement in two parts affixed their common seals the 11th day of December 1874.

The SCHEDULE referred to in the above-written Agreement.

Firstly. All that piece of land, coloured pink in the plan hereunto annexed, bounded on the north by land belonging or reputed to belong to the Bridgewater Navigation Company, Limited; on the east partly by land belonging or reputed to belong to the said Bridgewater Navigation Company, Limited, and in other part by land of the Board forming the West Quay of the King's Dock; on the south by land of the Board forming part of the North Quay of the Queen's Half Tide Dock and the North Pier Head of the entrance to the Queen's Half Tide Dock; and on the west by the River Mersey, together with the Tobacco Warehouses, Chain Testing Works, and machinery connected therewith, and all other buildings on the said piece of land, and together with the small basin at the northern end of the said piece of land known as the Anderton Basin, or so much thereof as belongs to the Corporation, and all and every the rights and privileges of the Corporation in the said basin; which piece of land contains by admeasurement 35,022 superficial yards or thereabouts.

Secondly. All that piece of land, coloured green in the plan hereunto annexed, bounded on the north in part by land of the Board forming the South Pier

Head of the entrance to the Queen's Half Tide Dock, and portion of the quay on the south side of that dock, and portion of the quay on the east side of that dock, and in further part by land of the Board forming the South Quay of the Queen's Graving Dock; on the east as to part of the land now being described by a strip of land belonging to the Board forming the eastern side of Baffin Street, and as regards the eastern side of the land now being described by land of the Board forming the West Quay of the Queen's Dock; on the south by land of the Board forming part of the North Quay of the Coburg Dock and the North Pier Head of the entrance to the Coburg Dock; and on the west as to part of the said land now being described by land of the Board forming the East Quay of the Queen's Graving Docks, and on the western side of the said land now being described by the River Mersey, together with the dock on the said land called the Trafford or River Craft Dock, with the basin called the Eagle Basin, and the lock or passage leading from the said basin to the said dock, and the gates, appendages, and machinery connected therewith, and also together with all houses, sheds, workshops, and other buildings on the said land; which said piece of land now being described contains by admeasurement 69,847 superficial yards or thereabouts.

Richard F. Steble,
Mayor.

Seal of the Corporation of Liverpool.

Passed under the common seal of the Mersey Docks and Harbour Board in the presence of

W. Langton,
Chairman.

Seal of the Mersey Docks and Harbour Board.

LONDON: Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1875.