

## **The Two Warburton Bridges and the Canal Acts**

(Prepared by John McGoldrick on behalf of National Alliance Against Tolls)

### **Background**

1. It has been suggested that the toll for cars has been twelve pence ever since the bridge near over the Mersey near Warburton opened around 1867. But the 1863 Act of course made no mention of a toll for cars as there were none. Cars only came into use in England around 1895. It seems that at some time the canal company decided to toll cars on the basis that they were a "*Carriage drawn or propelled by Steam or any Means other than Animal Power*", the maximum toll for them was set at "two shillings and sixpence" by the 1863 Act. That is the equivalent of 12.5 pence, but it seems that they did not charge that for a long time. In 1962 the toll that they were charging cars was one shilling (= five pence)-  
<https://api.parliament.uk/historic-hansard/written-answers/1962/feb/23/toll-bridges-and-roads> .  
.At some time between then and 2007 the toll was increased to two shillings (= 10 pence). The toll was only increased to twelve pence in 2007-  
<https://www.manchestereveningnews.co.uk/news/greater-manchester-news/bridge-toll-rise-causes-traffic-1198015>
2. The charging of cars and the changes in the toll rates were done without seeking any consent from a Minister. The November 2021 toll increase application is the first time that the canal company has sought permission.
3. Though the tolls will have been unpopular all the way back to 1867, and almost all other bridge and turnpike tolls were removed in the late 1800s and early 1900s, there seems to have been almost no serious attempt by politicians to get them removed. During the Second World War there was a petition that got two thousand signatures and the issue was raised at least twice in Parliament on 16 December 1942 and 13 December 1944. The reason given for removing the tolls, apart from the cost, was lost time and inconvenience.

### **The Acts**

4. The Rixton & Warburton Bridge Company was authorised by the Rixton and Warburton Bridge Act 1863 to build a tolled road and bridge. The authorised share capital was £5,500 and there was power to borrow a further £1,500 by mortgage.
5. The money authorised in the 1863 Act was not sufficient and it was increased by the Rixton and Warburton Bridge Amendment Act 1867 (31st May). The authorised share capital could be increased by up to a further £4,000 and these new shares could be made preference shares.
6. There was also power to borrow a further £1,000 on mortgage, but only when all of the share capital had been issued and at least half of that paid up.
7. Oddly the 1867 Act says that the Bridge company had already "*completed the said Bridge and laid out the said roads.*"
8. The new road went from Warburton village across the nearby River Mersey on a low level stone and iron bridge and continued for about a mile to a junction with the Warrington to

Manchester Road- which was then a turnpike. The turnpike seems to have run from Warrington through Irlam to Salford. The turnpike toll was removed about 1891.

9. I can not find out when the bridge and new road were opened for use, but it is likely to be about the end of 1867. It may not have been a financial success but the building of the canal meant the bridge company was ruined.
10. Going back before the building of the bridge, there had been a very long running campaign to avoid Liverpool dock charges by making the Mersey, other rivers and or new cuttings navigable by large ships up to Manchester. A report by Sir John Rennie (a leading civil engineer), published about 1839, recommended that though the Mersey and Irwell could be adapted, it would be better to have a new cutting.
11. After long efforts an Act was eventually passed, the Manchester Ship Canal Act 1885. There were over 300 pages setting out what the Canal Company could do.
12. The Canal Company was allowed by the 1885 Act to temporarily take over the Bridge Company's assets and do what they liked including divert the river and the road. The only requirement was that the road and bridge be reinstated by the Canal company when they had finished. There was nothing in the 1885 Act that required the Canal company to compensate the Bridge company for disruption and loss of toll income.
13. Construction of the canal started about November 1887 and, after a lot of work and financial difficulties, the canal was completed about December 1893. As part of the work, the stretch of the Mersey either side of Warburton was straightened and moved north to form part of the canal.
14. When the canal was completed, the toll bridge and road would have been open for about 26 years, but some of those years the road could not be used because of the canal works. It seems that any financial difficulties the bridge company may have had would have increased over the those years, as the bridge undertaking would have not been able to collect tolls.
15. Before work on the canal was completed, the Canal company needed another Act- Manchester Ship Canal (Various Powers) Act 1890. The second Act was only about 40 pages. In part it allowed the Canal company to borrow more money, it also gave the company more powers and handed the Bridge company over to them. The line of the toll road was changed, presumably so that it crossed the canal at a point that would not need a 'lifting' bridge.
16. The Bridge company agreed to hand over all their assets and the right to collect tolls. The shareholders of the Company got nothing. The Bridge company had debts, but these were left with the Bridge company. We don't know how the Bridge company and the creditors of the Bridge company were persuaded to do this or how Parliament was also persuaded to agree to this appropriation. One possibility is that the Bridge company might have been told that if they did not hand over the undertaking then the Canal company would claim that the shareholders had to pay for the new high level bridge, even though the river had been moved. It looks as if the company with the money, lawyers and connections a Westminster won out over the relative amateurs who owned the bridge company.

## **Is the high level bridge covered by the toll**

17. The issue is whether the toll authorised under the Bridge Acts includes the cost of constructing and maintaining a bridge over the Canal.

Given the hundreds of pages in the Acts, the many clauses that may have an effect and the long time that has passed since the Acts were agreed, this issue can be open to different interpretations.

18. Though from 1890 to 2021, the issue was an academic question because neither in the 1890 Act nor subsequently did the Canal company seek higher tolls than that provided in the Bridge company acts.
19. The general principle when a canal or railway is being constructed is that the canal or railway company has to in some way to provide for any established rights. This general principle is partly made explicit in any Act by sundry clauses 'for the protection' of whoever it is.
20. The rights protected would include rights of way, which should continue free of any charges. For a canal this would usually involve the provision of bridges to go over the canal or aqueducts (possibly a single arch) to go over the right of way.
21. Apart from sundry particular protection clauses, there is a general clause in the 1890 Act (Section 15- As to repair etc of new and substituted roads etc). The clause is shown in full below, but the most relevant bit is "*...that unless otherwise agreed the structure of every bridge and the immediate approaches thereto and all other necessary works connected therewith shall be repaired and maintained by the Company...*".
22. There is nothing in the 1885 or 1890 Canal Acts to say that the Warburton canal bridge should be financed from tolls. So on that basis it seems that the cost of maintaining and repairing or replacing the high level bridge over the canal is the responsibility of the Canal company.

### **Link**

The Lymm site has a lot on the Acts and their effect on the bridges-

<https://lymm.uk/warburton-toll-bridge-Acts-overview>

The following pages to a large extent overlap what can be found on the Lymm link, but has been done independently.

(Extract of clauses relating to the bridge or area, as transcribed by John McG for WT BAG. The line ends of transcript match the Acts. The text in the 1890 Act is not all in the same font.)

**THE MANCHESTER SHIP CANAL ACT 1885**

(Page 22)  
PART IV.  
WORKS, etc

**Section 28 Power to make works**

28.—Subject to the provisions of this Act the Company may in the lines and situations shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the Canal Docks Railways and other works shown on the deposited plans among which are the following principal works and may enter upon take and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes:-

.....

(Page 27)  
Number 3.-A new navigable Canal or channel commencing at the termination of Work Number 2 and terminating in the townships of Salford and Stretford in the parish of Manchester in the County of Lancaster at the western end of the southern abutment of the Trafford Bridge;

In connection with and between the commencement and termination of Work Number 3 the raising or lowering of the level of the waters of the Rivers Mersey Bollin and Irwell and of the cuts canals brooks and channels connected therewith respectively;

.....

(Page 34)  
Number 35.—An opening bridge wholly in the township of Rixton-cum-Glazebrook in the said parish of Warrington with all necessary machinery and apparatus to carry the Rixton and Warburton Road over Work Number 3 commencing in the said road and terminating in that road at a point about two chains north-west of the point of commencement;

## **Section 29 Power to make subsidiary works**

.....

(Page 37)

(2.) And subject to the provisions of this Act and for the purpose of constructing the works by this Act authorized the Company may construct and maintain all cuts channels locks weirs dams basins reservoirs ponds trenches pounds graving docks lay-byes gates sluices culverts syphons by-passes arches bridges (fixed or opening) ferries sewers drains embankments towing paths walls jetties landing places dolphins moorings buoys beacons lights groynes quays wharves warehouses sheds buildings engines pumps machinery hydraulic and other lifts and cranes drops staithes tips railways tramways junctions sidings turntables signals roads approaches works and appliances which may be necessary or convenient for or incidental to the before -mentioned works or any of them and between Howley Weir in Warrington and Hunt's Bank aforesaid may remove alter raise or lower any cuts weirs banks drains sluices locks channels water-courses bridges arches culverts pipes sewers and drains and such other works as it may be necessary or convenient so to deal with in connection with and for the purposes of the works by this Act authorized and may between the commencement of Work Number 2 and the termination of Work Number 3 and as incidental to the works by this Act authorized alter vary and reconstruct all or any of the bridge over the Rivers Mersey and Irwell or either of them and substitute opening for fixed bridges and remove all bridges rendered unnecessary by reason of the construction of substituted bridges or ferries and the Company and the Authority in whom such any bridge is vested or who is liable for the repairs thereof may enter into and fulfil contracts for or in relation to the construction maintenance or repair thereof Provided always that the Company shall do as little damage as can be and shall make full compensation to all persons interested for all damage sustained by them by the execution of such works.

## **Section 51 Power to acquire additional lands compulsorily**

(Page 50)

51.—Subject to the provisions of this Act the Company may in addition to the other lands they are authorized to acquire under the provisions of this Act enter upon take and use compulsorily for the purposes of their undertaking the lands hereinafter described which are delineated on the deposited plans and described in the deposited book of reference (that is to say):-

.....

(Page 53)

(j) Land parts of bed of the River Mersey and river banks bounded on the north-west by an imaginary straight line drawn from a point on the left bank of the River Mersey

about forty-five chains above the Rixton and Warburton bridge to a point on the same bank about fifty chains below that bridge and on the south and east by an imaginary line drawn parallel with and about two chains to the south of the left bank of the River Mersey between the mid points The whole of which properties are in the township and

(Page 54)

parish of Warburton and the said township of Rixton-cum-Glazebrook;

(k) Land and river banks in the said township of Rixton-cum-Glazebrook known as Rixton Leys the bed of the River Mersey surrounding Rixton Leys and a strip of land in the township and parish of Lymm about two chains in width parallel with and to the left of the left bank of the River Mersey between Butchersfield Weir and the bend of that river at the most north-westerly corner of Rixton Leys Also the land and buildings parts of bed of the River Mersey and towing-paths and Butchersfield Cut with the leaks and lock-houses thereon and thereto lying between an imaginary straight line drawn from a point on the left bank of the River Mersey at the junction of the River Bollin with that river in a westerly direction to a point on the boundary between the said townships of Thelwall and Lymm at a point on that boundary about forty-five chains south of the point where such boundary strikes the left bank of the River Mersey measured along that boundary and another imaginary straight line commencing at the termination of the last described imaginary straight line and terminating at a point on the left bank of the River Mersey at the junction of Thelwall Brook with that river and there terminating and another line commencing at the termination of the last described imaginary straight line running north of parallel with and near to the right bank of that river towards and passing on the north side of the towing-path along Butchersfield Cut thence continuing parallel with and near to the towing-path on the right bank of that river and terminating at a point near the towing-path of that bank opposite to the said junction of the River Bollin with the River Mersey All of which properties are within the said townships of Rixton-cum-Glazebrook Lymm Thelwall and Woolston and Martinscroft or some of them;

(Page 157)

Section 92 to 119

(Not transcribed, but sundry mentions of Rixton.

Mainly preserving various rights. Includes the crossing of canal - by boat – without paying a canal toll; preserving wharfage and other rights on certain land; provision of a free wharf or landing place “at or near the bridge carrying the Rixton and Warburton Road over the Canal”; free ferry for certain people.)

**MANCHESTER SHIP CANAL (VARIOUS POWERS) ACT 1890**

**Preamble**

(Page 2)

And whereas among the works which constitute the Canal Undertaking as so authorized are the works specified in the Act of 1885 by the following numbers (that is to say) :-  
Number 35.—An opening bridge in the township of Rixton-cum-Glazebrook to carry the Rixton and Warburton Road over the Canal;

.....

And whereas: "The Rixton and Warburton Bridge Company"

(Page 3)

(in this Act called "the Bridge Company") incorporated by The "Rixton and Warburton Bridge Act 1863" under the powers of that Act and "The Rixton and Warburton Bridge Amendment "Act 1867" raised a capital in shares of seven thousand pounds and borrowed and now owe on mortgage the sum of one thousand five hundred pounds and constructed a road with an iron bridge across the River Mersey and levy tolls for the use thereof which road was by the Act of 1885 authorized to be carried over the canal by the said Opening Bridge Number 35 and it is expedient that the Company be authorized to divert the said road and to carry the same over the canal by a fixed bridge in lieu of the said Bridge Number 35:

And whereas the Bridge Company for some time past have not paid any interest on their mortgage debt:

And whereas it is expedient that the Agreement between the Company and the Bridge Company for the transfer of the said road and bridge Undertaking to the Company set forth in the Schedule to this Act be confirmed:

**Section 6 Power to make works etc**

(Page 7)

6.—Subject to the provisions of this Act the Company may

.....

(Page 8)

The Company may execute the following works and exercise the following powers in the following places (that is to say) :-

(Page 9)

In the township of Rixton-curn-G1azobrook in the parish of Warrington :—

(A.) They may divert so much of the public road known as the Rixton and Warburton Road authorized by "The Rixton "and Warburton Bridge Act 1863" as lies between its junc-

tion with the said Warrington and Manchester Road and the iron bridge which carries the first-mentioned road over the River Mersey;

(B.) So soon as they have completed the said diversion and opened the same to the public the Company may extinguish all public rights of way over that road between the said commencement and termination of the said diversion; and

(C.) They may abandon the construction of the opening bridge authorized by the Act of 1885 as Work Number 35

### **Section 9 Diversion of Rixton etc Road to be part of the Rixton etc Undertaking**

(Page 15)

9.----The said diversion of the Rixton and Warburton Road shall for all purposes (including the levying of tolls rates and charges) be substituted for the portion of the existing road so diverted.

### **Section 15 As to repair etc of new and substituted roads etc**

(Page 19)

15.—Every new or diverted road or footpath constructed under the powers of this Act shall be repaired and maintained by the Body or persons who repair and maintain the highways of the township or district in which such new road will be situate and every substituted road or footpath constructed under the powers of this Act

(Page 20)

shall vest in and be repaired and maintained by the same Body or persons as are now liable to repair and maintain the existing road or footpath for which it is substituted. Provided that unless otherwise agreed the structure of every bridge and the immediate approaches thereto and all other necessary works connected therewith shall be repaired and maintained by the Company. The Company and any such Body or person may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of all or any of such new diverted substituted or existing roads or footpaths. Any such agreements shall be deemed to be purposes of the Public Acts under which such Body or persons have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts. The certificate of two Justices of the due completion of any such new altered or substituted road or footpath shall be conclusive evidence of the fact so certified and such certificate shall be obtained before the existing road or footpath is interfered with except in so far as may be necessary for the construction and completion of such new altered or substituted road or footpath.



## **Section 18 As to lands already contracted for etc.**

18.---Notwithstanding the abandonment by the Company of the said works numbered 35 36 37 38 and 39 as aforesaid the Company may retain and use for the purposes of the works authorized by this Act or for the general purposes of their Undertaking all lands already purchased under the provisions of the Act of 1885 or contracted to be purchased by the Company or in respect of which the Company have given any notice to treat or on which the Company have already entered under the provisions of the Act of 1885 for the purposes of the said works respectively

(Note. Work 35 was the lifting bridge over the canal near Warburton.)

## **Section 33 Vesting in Company the Undertaking of the Rixton and Warburton Bridge Company**

(Page 32)

33.----(1.) An Agreement bearing date the second day of June one thousand eight hundred and ninety and expressed to be made between the Bridge Company of the first part the Reverend George Daniel Wray, Colin Maclver and John Parry Jones Parry of the second part and the Company of the third part as set forth in the schedule to this Act is hereby confirmed and made binding on the parties thereto From and after the passing of this Act the Undertaking of the Bridge Company as in the said Agreement defined shall vest in the Company and such vesting shall have all the like consequences and effects as a conveyance and assignment under Clause 7 of the said Agreement.

(2.) All the unexercised powers of the Bridge Company of raising capital by the creation and issue of shares and of raising money by mortgages and Debenture Stock shall be and the same are hereby extinguished.

(Page 33)

(3.) The vesting shall be deemed to be an amalgamation of the Undertaking of the Bridge Company according to the true intent and meaning of Part V. (Amalgamation) of "The Railways "Clauses Act 1863" and the provisions of the said Part V. shall extend and apply thereto accordingly so far as the same are not inconsistent with or varied by the provisions in this Act and in the said Agreement contained.

## **Section 35 Winding up and dissolution of Bridge Company**

(Page 33)

35.----The Directors of the Bridge Company may exercise all necessary powers for winding up the affairs of the Bridge

Company and as soon as their affairs have been wound up and all their debts and liabilities paid or satisfied the Bridge Company shall be by virtue of this Act dissolved.

(Page 36)

**THE SCHEDULE**

**REFERRED TO IN THE FOREGOING ACT.**

AGREEMENT made the second day of 'June one thousand eight hundred and ninety Between THE RIXTON AND WARBURTON BRIDGE COMPANY (hereinafter called "the Bridge Company") of the first part THE REVEREND GEORGE DANIEL WRAY of Halton Vicarage near Runcorn in the county of Chester Clerk in Holy Orders COLIN MACIVER of Warrington in the county of Lancaster Estate Agent and Surveyor and JOHN PARRY JONES PARRY of Thelwall Hall Thelwall in the said county of Chester Rear-Admiral in Her Majesty's Navy the executors under the last Will of James Nicholson of Thelwall Hall aforesaid Esquire of the second part. and THE MANCHESTER SHIP CANAL COMPANY (hereinafter called "the Canal Company") of the third part.

Whereas by "The Rixton and Warburton Bridge Act 1863" the Bridge Company was incorporated for the purpose of making and maintaining a bridge over the River Mersey with roads thereto in the township of Rixton in the parish of Warrington in the said county of Lancaster and in the township and parish of Warburton in the said county of Chester with a share capital of five thousand five hundred pounds divided into one thousand one hundred shares of five pounds each and with power to borrow on mortgage one thousand five hundred pounds. And whereas all the said one thousand one hundred shares were issued and have since been paid up and the Bridge Company borrowed one thousand five hundred pounds on mortgage under the powers of the said Act. And whereas the Bridge Company completed the said bridge and laid out the said roads under the powers of the said Act. And whereas by "The Rixton and Warburton Bridge Amendment Act 1867" the Bridge Company was authorized to raise by the issue of new shares of not less than five pounds each or of stock any further sum of money not exceeding four thousand pounds and also to borrow on mortgage a further sum of one thousand pounds And whereas under the powers of the said last-mentioned Act the Bridge Company issued three hundred new shares of five pounds each all of which have now been paid up but no further sum has been borrowed on mortgage. And whereas in the year one thousand eight hundred and sixty-eight the said James Nicholson obtained a Judgment in an action brought by

(page 37)

him in Her Majesty's Court of Queen's Bench against the Bridge Company for the sum of one thousand three hundred and seventy-five pounds five shillings and threepence and four pounds for costs. And whereas all the mortgages which have been created by the Bridge Company and also the said judgment debt are now vested in the parties hereto of the second part as such executors as aforesaid and the interest on the same respectively is and has for

some years been in arrear. And whereas no mortgages charges or debts of the Bridge Company other than the said mortgages and the said judgment debt respectively vested in the said parties hereto of the second part are known to exist and the only known liability of the Bridge Company other than the said mortgages and the said judgment debt is the obligation to maintain its Undertaking imposed by "The Rixton and Warburton Bridge Act 1863"

Now the Bridge Company and the Canal Company hereby agree with one another as follows:—

1.-The Bridge Company hereby agrees to transfer and the Canal Company hereby agrees to accept a transfer of the Undertaking of the Bridge Company subject to the following terms and conditions freed and discharged from all debts liabilities and obligations of the Bridge Company except as hereinafter provided. The consideration for the transfer shall be the acceptance by the Canal Company of the liability mentioned in Clause 7 hereof and the other agreements on the part of the Canal Company hereinafter contained and no purchase money shall be payable by the Canal Company to the Bridge Company.

2.—The undertaking of the Bridge Company in to be taken to include all the lands works rights powers privileges and easements belonging to the Bridge Company or to any person in trust for the Bridge Company or to which the Bridge Company is in anywise entitled and all bridges fences effects and things which on the day as from which the transfer is to take effect are the property of the Bridge Company and are then used by the Bridge Company for and in connection with the said bridge or roads but not including debts then due to the Bridge Company or any money then in the hands of the Bridge Company their bankers agents or servants or any tolls then due but not collected. And if any such tolls shall be received by the Canal Company the same shall be forthwith handed over to the Bridge Company.

3.-Until the day as from which the transfer is to take effect the Bridge Company shall be entitled to carry on its business at its own expense and for its own benefit and shall be liable for and shall pay and discharge and indemnify the Canal Company against all its debts and liabilities as they stand on that day except as provided by Clause 4.

(Page 38)

4.-The Bridge Company shall not after the date of this Agreement unless under some legal obligation so to do construct or make any new work or enlargement or alteration of existing works and if any new work or enlargement or alteration of existing works shall owing to any such legal obligation as aforesaid become necessary the Bridge Company will before commencing or ordering the same submit particulars of the proposed work and expenditure to the Canal Company and will observe and attend to any reasonable suggestions or objections which the Canal Company may make with reference thereto and subject to that condition being complied with the Canal Company shall pay and discharge any expense or liability which the Bridge Company may incur or be put to with regard to any such new work enlargement or alteration.

5.—The Bridge Company shall not after the date of this Agreement dispose of mortgage or charge any part of its lands or works or grant issue or create any security charging its Undertaking or any part thereof.

6.—The transfer shall take effect as from the day of the passing of the Act or Parliament confirming or carrying into effect this Agreement. The tolls shall be received and the outgoings (except as herein otherwise provided) discharged up to that day by the Bridge Company and as from that day by the Canal Company and such tolls and outgoings shall if necessary be apportioned.

7.—On or as soon as may be after the day as from which the transfer is to take effect if and so far as such transfer is not effected by the said Act of Parliament the Bridge Company and all other necessary parties (if any) shall execute a proper conveyance and assignment of the said Undertaking freed and discharged as between the two Companies from all mortgage and other debts of the Bridge Company other than such as are to be assumed by the Canal Company as provided by Clause 4 and the Canal Company shall be let into possession of the said Undertaking and shall thenceforth have and may exercise all the rights privileges and powers (including the right to levy the tolls rates and charges authorized by the first recited Act) and shall assume and undertake all the duties and obligations of the Bridge Company under their said Acts or otherwise with respect to the said Undertaking.

8.- The Canal Company shall accept such title as the Bridge Company may have to the premises agreed to be assured and shall not be entitled to the production of or to investigate such title and shall not be entitled to the production of any evidence of the regularity of the calling or holding of any meetings the passing of any resolutions the appointment or qualification of any director or other officer or otherwise in relation to the conduct of the affairs of the Bridge Company or make any objection in regard thereto.

(Page 39)

9.— The Canal Company shall pay to the Bridge Company the reasonable and proper costs charges and expenses incurred by the Bridge Company in and about the negotiation for and preparation and completion of this Agreement and in relation to the carrying out thereof including the costs charges and expenses of and incidental to the preparation and execution of all instruments whatsoever which may be necessary or proper for vesting the premises agreed to be assured in the Canal Company or imposing upon the Canal Company the obligations to be undertaken by them and the reasonable and proper costs charges and expenses of convening and holding the meeting of shareholders in the Bridge Company hereinafter referred to or any other meeting which may be required by Parliament to be called and any costs charges and expenses properly and reasonably incurred in winding up the Bridge Company.

10.—This Agreement is made subject to confirmation by Parliament and to such alterations as Parliament may think fit to make therein and the Canal Company shall at their own expense promote a Bill in the next Session of Parliament for confirming or carrying into effect this Agreement and providing for the dissolution of the Bridge Company but if Parliament thinks fit to make

any material alteration in this Agreement or as to the carrying into effect thereof it shall be competent for the Bridge Company or for the Canal Company to withdraw therefrom and in case this Agreement shall not be confirmed or provided to be carried into effect with or without alteration by Parliament within nine calendar months from the date hereof it shall be lawful for either party to withdraw therefrom.

11.--If either party shall in accordance with the provisions of the last preceding clause hereof withdraw from this Agreement then everything contained in this Agreement shall become void and neither party shall have any claim upon the other except that in the event of a withdrawal under Clause 10 all costs charges and expenses of the Bridge Company provided to be paid by the Canal Company under Clauses 9 and 12 hereof or either of those clauses shall be paid by the Canal Company up to the date of such withdrawal.

12.-The Canal Company shall use their best endeavours to obtain and the Bridge Company shall if and so far as required by the Canal Company render any assistance in the Bridge Company's power with a view to obtaining the confirmation by Parliament of this Agreement and the Canal Company shall bear and pay all costs charges and expenses reasonably incurred by the Bridge Company in so doing including all costs reasonably incurred in connection with the settlement of any clauses in the Canal Company's Bill affecting the Bridge Company and the costs of the Bridge Company of watching the said Bill through Parliament and (if necessary) of appearing separately before Parliamentary Committees thereon.

13.—If any question shall arise between the Bridge Company and the Canal Company as to the intent construction effect and meaning of this

(Page 40)

Agreement or otherwise as to the rights or duties of either of the said Companies thereunder every such question shall unless otherwise agreed be referred to and determined by arbitration according to the provision with reference to the determination of disputes by arbitration of "The Railways Clauses Consolidation Act 1845."

14.—The parties hereto of the second part have joined in this Agreement to testify their approval of the proposed transfer and if this Agreement be confirmed or carried into effect by Parliament in its present form or with such alterations as Parliament may think fit to make therein the parties hereto of the second part agree that they will at the request and cost of the Canal Company concur in the conveyance hereinbefore agreed to be executed and waive all claims against the Undertaking to be transferred to the Canal Company in respect of their said mortgages and judgment respectively or otherwise but so that this Agreement and the transfer so to be made as aforesaid shall not prejudice their claims against the remaining assets of the Bridge Company.

In witness whereof the respective parties hereto of the first and third parts have caused their respective Common Seals to be hereunto affixed and the parties hereto of the second part have hereunto set their hands and seals the day and year first before written.

The Common Seal of the Manchester Ship Canal Company was  
hereunto affixed in the presence of

S. R. PLATT (Director of Canal Company)  
JOHN K. BYTHELL (Director of Canal Company)  
A. H. WHITWORTH (Secretary of Canal Company)

Passed under the Common Seal of the Rixton and Warburton

Bridge Company in the presence of

GEORGE EGERTON WARBURTON (Director of Bridge Company)  
JOHN WHITE (Director of Bridge Company)  
JOSH. LANGLAND (Secretary of Bridge Company)

Signed sealed and delivered by the (COLIN MACIVER)  
before-named Colin MacIver, and (J. P. JONES PARRY R,Ad.)  
John Parry Jones Parry in the  
presence of

JOSH. LANGLAND

Signed sealed and delivered by the (GEORGE DANIEL WRAY)  
before-named George Daniel Wray  
in the presence of

S. WILKINSON  
Clerk in Orders  
Warrington.

(End of Act)