Hello Nick,

As promised, here's the 1896 case for counsel and counsel's opinion on same.

Here's a quick bit of background information on them. As you may be well aware in the late C19th the greens were not all they could have been and there was a big problem with blown sand making a mess of them and much else. The Council were interested in taking control not just of the five (there was one in front of the old Esplanade) greens but also the shore to improve matters. Some dialogue took place with the frontagers, but no progress was made in them transferring their interests over to the Council. There were several reasons for that, but one of them was the confusion about the legal ownership of the greens and the shore and what rights over them were held and who held them. To sort the matter out the Council decided to get a legal opinion (in the form of the case for counsel, enclosed) from a London barrister, a Mr. Thompson. They sent a small delegation to London with it. The delegation took some supporting papers as mentioned in the case. Mr. Thompson gave his legal advice (in the form of his opinion, also enclosed).

You may well ask, what happened next? Well, I am presently engaged in trying to find that out myself! Unfortunately, the W&CH records (that is the library's microfilm of them has been stolen/lost - that *is* a difficulty!) are not available. However, the greens, as we know, stayed with the frontagers until the 1930s.

Nick, the above is just the bare bones of it. The background to these matters is most interesting (did you know there was a Marine Crescent Green Improvement Committee in the late C19th? - they did not want to part with their green to the Council, but would, under certain terms, lease the shore to its western side to them).

Time for lunch here. I would just say that I have a copy of the 1812 Enclosure Act that you can borrow. A copy (I believe I am correct in saying several were usually produced) of the Commissioners' 1816 award is in the Lancashire Record Office. I have a sort of precis of it that someone's done and you're welcome to borrow that, too. However, both the Act and award were published by the W&CH in, I think 1896, though my memory tells me the latter is not all visible on Crosby library's microfilm (open to correction there). The case and opinion re Marine Terrace I have not seen and am not aware of any copies anywhere (feel very free to prove me wrong!).

Please 'phone/email if any queries arise on above. I'm trying not to write too much; I've got a couple of pies in the oven and they smell delicious!

You mentioned a wad of papers on the front. I'd be very interested indeed in seeing them. Rest assured, I'll take good care of them.

Best wishes and see you soon!

Sim

Goodison p charges to at Sea at on San to him to se of him. cue. They d him over unediented

ellting, of diocest of the Nikon, the dier. If Smith-h, and his y to place at the east of the east of stone or subserd, the it panel the vs and St. in, at a cost letrayed by ved of the

nty Magis lny before Liverpool
the Loyal
to Animals
for carring
unfit condi that about the 24th of seaforth, he quantity of the lound it agisted and I three old thy sufferitiy i the pony te back, but the back out of the back of th ach imposed

vening Mr.
sale at the
o dwellings
ith the land to 1570, at 22 and 24, 1 also with 18 and 20, no bid being withdrawn. indrawn at e, known as h a similar e last hot a rence Villa,

esimiosa d

We cannot mind is an

Y THE

DAA OC

read Coun i subject, at The worth; undetand to taining the tery impor-why) could t Councillor ofit? Tenn ccrue except é neighbout ment can be

ices equally, b and boor and poor suggeston.
beyond all
hope that if
the bin die
improbable,
as they did
ard—cours;
A. J. B.

FRONT PROBLEM.

CASE FOR THE DISTRICT COUNCIL.

COUNSEL'S OPINION.

It is a matter of common knowledge that the District Council of Watgeloo-with-Benforth have recoved to prepare a case for counsel in regard to the problem of the front. This appropriate the problem of the front. This appropriate consulted has been recently received, and was considered by the committee on Tuesday evening. The following is the

CASE FOR THE OPINION OF COUNSEL. .

The Council for the Urban District of Waterloo-vin-Senforth have been for some time desirons of effecting improvements of the sex front of their district.

district.
Difficulties have, however, hither o arisen in the way of acquiring the necessary land by voluntary means, and the Council have now before them the question of applying for Perhabentary powers. A map of the castrict accompanies these instructions, from which it will be seen that the district is bounded on the west by the shore or strand of the ring Mersay.

tions, from which it well he seen that the district is bounded on the west by the shore or strand of the river Mercey.

The path between high-water mark of a medium bide and low-water mark, known as: the "Foreshore"; the remaining part above high water, known as the "Shore."

The extent of the shore, as distinguished from the foreshore, has increased during the last 50 years by the gradual and almost imperceptible receding of the sea.

At the present time there is an average distance of 400 yards or thereshous between high-water mark and what may be termed "Maioland."

Under the authority of the "Attorney-General". Reeve" it Times Law Reports 655), and "Rex Lord," Farborough." Is Bing 163), it would appear that in the ease of a gradual and imperceptible as distinguished from a sudden receding of the sea the accreted land would, prima facie, belong to the respective frontagers on sele shore.

At the northern and of the dispiret the shore is lanked by five greens, or pleasure grounds which

At the heart end of pleasure grounds which minddiately abut thereon. These greens from terraces of houses, and in the case of three of them are separated therefrom by a public high-

way.

The names of these terraces are as follows:

No. 1, Beach lawn; No. 2, Adelaide terrace; No. 5, Marine-presente; No. 4, Marine-terrace; and No. 5. The Esplanade.

The Council of the district, with the view of effecting the improvements desired, have made attempts to deal with the question by acquiring the greens by agreement with the supposed owners, but without success, the failure being to a large extent due to the diversified nature of the interests involved.

extent due to the diversified nature of the interests involved.

The Council have, therefore, come to the conclusion that the only means of overcoming the difficulty is to apply for compulsory powers to acquire the greens and [or] the shore, but where taking any steps they wish to be advised upon several points connected with the ownership of such greens and shore.

The title to the greens applicated to I and A.

points connected with the ownership of such greens and shore.
The title to the year 1816, and is based upon an Award of Commissioners appointed under 52 Geo III., cap 6, which was an "Act for Including Great Crosby Marsh."
Oreat Crosby Marsh is described in the 1st socion of this Act as "a certain open bract or percel of commonable pasture land and and covered with sandfulls," and bounded "on the western side thereof, including the said: sandhills," by the "strand or shore of the river Mersey."
The section further recites that the Lord of the Master and other persons are untitled in respect of their ownership of property in the manor to certain rights of common of pasturage."
Councel's attention is called to section 40, which empowers persons to whom allotments of saudhills may have been made to remove the sand and deposit it on the shory, but "so as that such sand his carried and desposited within or, neases to the said xiver than the high-water mark, and at a distance, from the vestern boundary of the said saudhills of not legs than 40 yards, and so us the usual high road or way atong the said shore shall not be obstructed or migned the temposited within or, neases to the said saudhills of not legs than 40 yards, and so us the usual high road or way atong the said shore shall not be obstructed or migned the temposited within or, neases to the said said shalls of not legs than 40 yards, and so us the usual high road or way atong the said shore shall not be obstructed or migned the said as a highwarting on these sandhills was used as a highwar

such sand.

That a portion of the alore immediately abuting on these sandfulls was used as a highway there is little doubt—it is understood that there are old inhabitants who can speak with certainty as to this. as to this.

as to this.

A question has been raised that the Act practically declared this road or way to be a public highway, and that consequently any accretion of shore would not belong to the various owners of the front allotmants; but to the public as being the appears of the shiftway which immediately

These houses are owned by a number of persons, some of whom are in occupation.

It appears from a conveyance to one of them (that of No. 19, Adelaide-torrace) that the site of the house and garden only has been conveyed with this right of user of the green or pleasure ground conjointly with the adjoining owner and occupiers of houses in the same terface.

It would therefore appear that the legal estate of the green is vested in Whitley or his representatives upon trust as to the surface of the green for the benefit of all the owners and occupiers of the houses fronting to these greens and as to the free-hold for the owners of the houses according to their frontages to the green.

MARINE CHESCENE

MARINE CRESCENT.

The sitle to this land upon which this terrace is built, with the green in front, thereof, is also derived, from the andorsead enclosing award-taying heen thereby allotted to John Abrain.

From an abstract: which is, sent herewith it appears that Abrain divided his land into lots, which he conveyed to various persons who creeted houses thereon on the east side of and fronting to a road which had been cut through the land, and which ran parallel to the river, thereby leaving the land, between this road and the river to form the green in question. The conveyances so made by John Abrain contained a grant of the whole plot of land, consisting of the site of the house road and green down to high water mark, according to the breadth of the plot so conveyed.

It does not appear from the material at present available whether the conveyances by John Abrain

the plot so conveyed.

It does not appear from the material at present available whether the conveyances by John Abram contained a reservation: of the use of the road and green, so kinnels, and others as owners of the remainder of his land, but in a conveyance of 21th and 28th July, 1821, from his immediate grantee to subsequent purchasers, the following reservation is made:—

remainder of his land, but his a conveyance of 21th and 28th July, 1821, from his immediate grantee to subsequent purchasers, the following retervation is made:

"Saving and reserving nevertheless for over thereafter out of that present grant and release to and also to all other persons whomsever owners or occupiers of houses now or bereafter to be erceted in a row or crescent or intended row or crescent there called the Marine Crescent, formerly citled the Waterloo Oreseant, the full, free, and uninterrupted right, liberty, and privilege of passing and repassing with librose, carriages, and on foot, in apport through, and over so much of a certain road or street, which puts from Northstreet to South street in front of the said row or crescent called the Marine Crescent as him through the piece of ground thereby conveyed, and which road or street is I yards and the cast side of which road or street is a him through the piece of ground thereby conveyed, and which road or street is I yards and the cast side of which road or street is a him through the piece of ground thereby conveyed, and which road or street is I yards and the cast side of which road or street is a present grant and release unto and also to all other persons whomseover owners or occupiers of houses then or thereon to be erected on the said row or crescent, called the Marine Crescent, as aforesaid, the full, free, and uninterrupted right, liberty, and privilege of walking in, upon, and over that purfor the piece of land of ground thereby conveyed which is gituate on the west side of the said road or street, and which runs from thence to the highwater mark of the river Mersey, and which was for ever thereafter to be kept open and unbulk tipon."

In some of the, conveyances another method appears to have been adopted, viz. "To give 40 the grantee of the whole corresponding pilot the teasurable and necessary expense of Teneing it against the ease and also with a reservation to, the owners and occupiers of the house in Marine Crescent of the use of t

It would appear, therefore, that, in the case of It would appear, therefore, therein the case of this green the freehold is vested in the present owners of the houses fronting thereto, subject only to the rights of the owners and occupiors of the other houses in the same Crescent.

MARINE-TERRACE

MARINE TERRACE

The title as to the is shown in the accompanying case, which was laid before counsel in July, 1880, when an attempt was made by the then Local Board to acquire the green in front from Mr. G. B. Thompson, the surviving trustee of a land company, in order that the floord fright devote it to purposes similar to those now in view.

The recommendation of counsel then given was acted upon by the Board, but, in consequence of difficulties raised by one of the valders appointed, was never carried out.

Alt. G. B. Thompson is still tiving and the leval

Air. G. B. Thompson is still living and the legal estate in this green remains in him.

THE ESPLANADE.

The land upon which this terrace is built was origin by owned by the Earl of Sefton, and was exchanged for property included in a lease and release of 11th and 12th Pebruary, 1796, by which the land therein mentioned and land exchanged therefor was vested in brustees with nower of

By lease and release of 8th and 9th December, 1825, the then trustee, conveyed to Avison and Kilshaw the whole of this land by the description

of:—
"All that piece or parcel of land situate; lying;
and being in Litherland, in the said county

"And whereas the said Thomas Aylson and John Kilsbaw Laid out part of the said land, test is to say; the whole length from north to south abutting on the shore of the river Mersey, and extending from high-water mark eastwarding to the hore of the river. Mersey, and extending from high-water mark eastwarding young called the Replantace, to be for ever thereafter kept open and onbut upon. And whiereas his said Thomas Aylson and John Kilshaw laid out for building purposes other, part of the said hand adjoining to the said walk or pleasure ground."

The property conveyed is described as — "Tradiy, all that piece or parcel of land, situate ond being at Litherland, in the County of Lancaster, on the west side of a street or row called Brunswick-parade, houseded on the north by a piece of land secondly therein abstracted, and on the west by the said Esphanade, which piece of land secondly therein abstracted, and on the west by the said Esphanade, which piece of land measures on the cast and west sides severally 42 feet, and in depth on the north and south sides severally 125 fent 6 inches, or thereshouts, were the several dimensions thereof, a little more or less. Secondly, all that piece or parcel of land on the west side of Brunswick-parade aforessid, bounded on the north by the said piece of land firstly hereinhelore described, on the south by a public walk or passage of 4 fest 6 inches wide, running from Brunswick-parade aforessid, to the said pleasure ground called the Esplanade, and which piece of land measures on the east and west sides severally 125 feet 6 inches, and in depth on the morth and south sides accorally 125 feet 6 inches, and is intended to be left open and unbuilt upon us thereinafter provided, and which said pieces of land was indeed to be left open and unbuilt upon as thereinafter provided, and which said land so laid out for a walk or pleasure ground, called "The Esplanade," as a foresay, and or walking in and oyer the same in common with the owners and tenants of the house said John Jones, his before mentioned, and intended to be thereby granted, belonging, or m anywisa apportaining, always saying and reserving, nevertheless, to the said Earl of Selton, and all future Lords of the Manor of Litherland aforesaid, for the time being, all his and their Manorial rights as such Lords of the said Manor as in the said recited Indenture of Release of the 9th December, 1825, is reserved."
And the said indenture contained a provise and celeration by the said several anxies thereto.

And the said indenture contained a provise and declaration by the said seyoral parties thereto:

"That nothing therein contained should be deemed as granting to the said John Jones, his, heirs and assigns, any right of, having, using, or leaving on the said strand or shore of the said river any bathing carriages or machines whatever."

And allow governant to the following effect.

And also a coverant to the following effect,

machines whatever."

And also a coverent to the following effect, viz. —

"And further, that he, the said John Jones, his heirs or assigns, should, or would, at the request of the said John Kilehaw, his heirs or assigns, well and truly pay or cause to be paid unto the said John Kilehaw, his heirs or assigns, well and truly pay or cause to be paid unto the said John Kilehaw, his heirs or assigns, or such of them as should have advanced and laid out the money in such repairs or otherwise respecting the same, so much money as should be the share of the said John Jones, his heirs or assigns, of and for the making, planting, ornamenting, or otherwise laying out the said pleasure ground, or the said wilks therein, and of federing or defending the same from the sea or river, which said share of such charges should be proportioned according to the number of feet which the said pieces of land thereby granted and released contained in front or lay next or adjoining to the said pleasure ground or walks, and which, being so made, planted, ornamented, laid out, fenced, defended, or railed, or canolosed, he, the said John Jones, his heire and assigns, should, and would, pay, bear, had discharge his and their proportion of new making, keeping, continuing, and preserving the same as often as used or occasion should require."

From a parusal of these extracts it would appear

doubt Lord Chelmsto General y Chambers geste that the fitte gents that the accretion if any nor flur atclent his mined. This sie mined. This view, consistent with the consistent with the cases of Ren v. Yarl. Bing 187), and re Hunary (5 M and W view laid down in Fi 438), a case relating bed which rests on the bed which rests on the relating to the foreshi-expressly disapproved Chelmsford Assim Chelmsford Assurt tion of the lune of the lune of the lune of Jane 50 years to have I gradual and imperior L and of opinion that present time of high accretion in point of bounded on the west mark.

mark. I sen also of opinic which, so far as I decided, that the la decided, that the latures an accretion formerly bounded by is subject to all the ring to the land to w my opinion the cone principles laid down Selby Rathway, above who says (6 M. and laid down by Lord Hithe loss should be governs and decides cannot be perceived if it never existed # f it never existed t

if it hever existed a these principles show subject to the same land to which it not p.p. 118, 788, 790). It follows, therefore tions opposite Hearthey must now be to whitley, his heirs or should remain unbut mon use and enjoys piers of the houses a terrace, and that a grounds and the a persons who were the grounds, and the a persons who were the of land in Beach La-ing the sites of the to the frontage of the control of the control of the termee, this appear Thong-ton, is survived the Proprietors of and costages, subject Association of the ject also to the sti open and unbuilt c and enjoyment over granted to purchase

on the green.

3.—I am of opinipiers of the houses!

awn and Adelaided accretions to the gi water mark left op water mark left op the use and enjoym pose of walking of have if the strip of them, an equitable to forming a continuant green, to which the were entitled under

As regards Mari whether any equit original green was c houses in Marine-ti-remain vested in G 4.—In the case o

pear from the con 1821, that a certain site the house purel chaser subject to the occupiers of the ho-over the green, and the land should alon. In this case, ined strips of the vested in the purchouses or those cla. I may add also above referred to

they would be sub of the Manor of served to him by th

served to him by to Act, though it do these rights are, or tical value.

5 and 6.—As reg the land lying wet water mark, it we Avison and J. Kills fee simple, or thos to the rights of the ject to a covenant should be built on carried on which n Esplanade of pase the accretion, with owners that the gr buit upon.
7. -For the reas

opinion that the a

ton AND

ry that Counpageni the t meeting of inthport and f public per-who live in a c them too? s face against relations beon the front position ; but the of his own one, if peces thon, Yours

their with in-their expedient involvings and willingness to tions affecting country your out Council's our Council's our two corre-

LÖD KE G

ferined from callery?" Mr., and requires I an outside I read his regulary of a lauge of Committees to set visiters to set s proceedings its romark to one Mr. Walls As a con-t and fam to

e wore apple Beaver 18 kgo gentleman so itte construed gentleman to itly, construct paylament to had they who i to they con-s use either of of constituents say little, my or a "Heraid" o nucessity for a ought at the mucillar. Wat s

medicae, and ed by his trite at the notions at the fronton the Council pon what the a band But ur man, gironhiel Councillor hieli Councilloi stly criticised. t to the enemy the arguistion is to be hoped hing that will memor of the sable spirit or ought to bely

Lahed merdily tahed speedilts will have to be a of those the ipposite Marine end to a tridica-pasony. Index-se to be might fell to—Yours. A. M.

ral tornishing day to all firms and to. Filming and

sandhills of not less than 40 yatos, one shore shall usual high road or way along the said shore shall not be obstructed or injured by the deposit of any

not be abstructed or injured by and deposit of any such sand." §

That a portion of the abore impediately abut-ting on these sandle a was used as a highway there is I the doubt—it is understood that there are old inhabitants who can speak swith certainty

there is little doubt—it is understood that there are old inhabitants who can speak with certainty as to this.

A question has been raised that the Act practically declared this road or way to, be a public highway, and that consequently any accretion of store would not belong to the various owners of the front allotraghts, but to the public as being the owners of the highway which immediately abutted on such accretion.

The award made under the authority of this Act makes no mention of any highway on the shore, but declares the western boundary of the said marsh to be the high-water mark of the river Mersey, from which and from section 40 of the Act, it would appear that any such road or way must have been over the then foreshore, such way being covered with water at high tide.

The general right of the public to use the foreshore as a thoroughfare is questioned by Mr. Start Moore; who, in his work on "Poreshore," pages 947 and 859, implies that the public have no rights whatever on the shore except, to cross it for the purposes of navigation. If this be the law, it steins strange that a section should have heen inserted to present any obstruction to the "usual public road or way along the shore."

From the measurements on the plan which was referred to, and formed part of the enclosure word, it would appear that the greens now occupy the site of the old high-water mark.

The Commissioners in their award, allot the land up to the western boundary, viz., high-water mark, and therefore it would appear from the cases before referred to that apart from the question of this road along the shore, the accreted land would begome the hopoprey of the persons to whom land, bounded by high-water mark was allotted.

It lies been proviously stated that only four of the greens are affected by the sayard; the fifth the speaks are affected by the land of the four of the greens are affected by the land that of the fifth.

The land upon which this terrace is built was origin by owned by the Barl of Selton, and was exchanged for properly included in a lease and release of 11th and 12th February, 1796, by which the land, therein mentioned and land exchanged therefor was vested in trustees with power of

By lease and release of 8th and 9th December, 1225, the then tristee, conveyed to Avison and Kilshaw the whole of this land by the description

there is I the outling the same and the late of the control of the

shade of some charges enouge to proportioned, and prices of land thereby granted and released contained in front or lay next or adleased contained in front or lay next or adjoining to the said pleasure ground or watks, and which, being ad matte, plantest, or adjoining to the said pleasure ground or watks, and which, being ad matte, plantest, or an extended, and out, fonced, defended, or railed, or circlesed, he, the said John Jones, his heirs and assigns, should, and would, pay, bear, and discharge his and their proportion of new making, keeping, continuing, and preserving the same as often as need or occasion should require."

From a perusal of these extracts it would appear that in the first instance the whole of the land, including the houses, gardens, and green, was conveyed to and vested in Avison and Kulshaw, subject to a gestriction as to the line of frontage and the use and occupation thereof.

In the conveyence to Avison and Kilshaw the wistern boundary is described as the shore or strand of the river Mersey, but in the conveyance from them to their sub-purchaser (Jones) it is recited that they have laid out the land from highwater mark castwardly as a walk or pleasure ground.

It is assumed that the effect of this is that the conveyance of the whole not highwaters.

water mark eastwardly as a walk or pleasure ground.

It is assumed that the effect of this is that the conveyance of Lord Sefton to Avison and Rilshaw is a conveyance of the whole plot to high-water mark, and that the effect of the conveyances by Avison and Rilshaw is their grantees is to leave in themselves the logal estate in this green.

The foregoing information as to the title of these greens has been obtained from abstracts of title, which are sent herewith (andersed with the name of the green) for further reference.

The main points upon which the Council desire to be advised are:

(1.) The affact of the words in section 40 of the Enclosure Act, "usual high road or way along the said shore."

(2.) The forpsetive interests of the trustees of the least leave, leave, and adulting on the three discorded and known as the shore.

(3.) The rights of the owners and occupiers of the houses fronting and abutting on the three greens in included shore.

(4.) As to the awnership of Maxino-crescent Green and the above abutting.

(5.) The respective interests of the representatives of Avison and Rilshaw, and also of Lord Sefton is Lord of the Manor, as affecting the Euplandic Green and the accreted land known as the shore.

(5.) The rights of the owners and occupiers of houses fronting the said Esplanain Green.

(7.) Its the accreted land in front of greens, having repard to the famor, as affecting the Euplandic Green and the accreted land known as the shore.

(6.) The rights of the owners and occupiers of houses fronting the said Esplanain Green.

(7.) Its the accreted land in front of greens, having repard to the famor, by affecting the Euplandic Green of the famor, by affecting the Euplandic Green of the said Esplanain Green.

(7.) Its the accreted land in front of greens, having repard to the famor, by affecting the Euplanaic Green.

(8.) The rights of the owners and occupiers of houses fronting the said Esplanaic Green.

(9.) The persons or class of persons to be served with the usual notices in the event of an ap

Case and opinion be Marine-terrace.
Act for Enclosing Great Crosby Marsh.
Award of Commissioners.
Three large plans of district.

THE OPINION.

THE OPINION.

1.—The reference in section 40 of the Enclosure Act to "the usual highway or road along the chore" does not in my opinion establish that there was then in existence a highway or the strict legal sense of the term over the foreshore. If probably refers to the way or track by which persons were in the habit of going over the foreshore in reserved to the public. Even if it were in law a bighway, it was not, I understand, a formed track, and was therefore mover repaired by the inhabitants of large. Under these circumstances no title to the toil of the road would be vested in the Local Board under the 140th extent of the Public Health Are, 1876, and independently of spinitude no title to the act of the prod is or good for spinitude no title to the act of the public, who have only a right be use the site of the road of the high safe which is the site of the prod for the purpose of passing and repeasing over the Loreover, as utakin, as appears to be the case, that the high teach hash the goddently and imperspitably receded, the most way or brace over the forester would recede while like the product of the property of the most way or brace over the forester would recede while lawy or brace over the forester would recede while lawy or brace over the forester would recede while lawy or brace over the forester would recede while lawy or brace over the forester would recede in the lawy or brace over the forester would recede in the law of the forester would recede a safe the product while the lawy or brace of the law of the forester would recede a safe the forester of the first him or near the law of the forester of the first days of the first was for a law of the law of the first way as for a law of the forester of the first days of the first way of a law of the law of the first way of the law of the law of the law

Avison and J. Rilk fee simple, or fliest to the rights of the ject to a covenant v carried on which in also to a right in Esplanade of passi

Esplanate of passin the accretion, with owners that the gre bunt upon.

7.—For the reas-opinion that the ac-ought to be treate greens, and subject ser. 8.—The persons

Parliamentary notition for Parliames greens and the sl Beach-lawn and # greens and the al Beach-lawn and frephelo owners of lawn and terrace it is nearthfined to the green is vot whom in such are it will also be need putel lessess and the elrips of this gregards, Marinere would like to be terrace, Mr. G. I. and it should be a portion of the er particular to the control of the errace.

and it should be a portion of the grundhases of the grundhases of the same class of percase of the whole the factory do not the strong the grown articly, necessary to serve oblices or ferred, and occur grown,

leareds, and occur greens.

Notices should Lord of the Mar Blundell, or list they are the poist and between the if the doctrine of the manual was part marry, no doubt, I dre belonged to dected on the Claim, from the twister when they claim any whether they object and for the part of the part o

whether they object in a many whether they object in the interior of the purpose of the une of the control building order to reduce it to the owners, to an interest in a diligations see to which the preens and limit or which the Critici to the neer fact which the Critici to the neer fact which the self-unit of the Marian the control of the Marian the control of the Marian the control of the Marian as poneletter, with as possistent wit to be acquired.

5. Stone-build

THEFT

One Wedgeste Magistrates Core Stone and G. T. Hasheth, was che washin and chain bonse, 19, Dean-Albert Roberts, Accordington—So suited, stated the first as Walerloo, understand and the to come to B. her to come to he to ess your front state there. So seems and not a library through the seems and the seems are seen and the seems and the see

recitals

umber of persons

to end of them

by that the site of

ent conveyed with

r pleasure ground

mers and occupies

at the legal ortate or his representa-e of the green for d occupiers of the and as to the freeaccording to their

ENT.
which this terrace
or thereof, is also
coolesure; award—
John Ahravi
acut herewith it
is land into lots,
croons who creeted
of and fronting to
igh the land, and
c, thereby leaving r. thereby leaving

John Abram conat of land, consist-id and green down to the breadth of

maferial at pr maferial at present ces by John Alvam o use of the road is as owners of the conveyance of 21th immediate grantee following teserva-

ertheless for over ertheless for ever sent grant and ro-l also to all other rs or occupiers of r to be secreted or intended row the Marine Cres-waterioo Grescant, Waterloo Greschi ind repassing with foot, in upon n of a certain fond m North-street to ie said row of cresres Creseent as I thereby conveyed is 7 yards and the atreet is six yards the houses forming int. And also save bereafter but that

unto whomsoever ersons whomsoever sees then or thereon d row or crescent, b, as aforesaid, the sted right, liberty, in, upon and over id or ground thereby on the west side at, and which runs water mark of the

water mark of the was for ever thereinbuilt upon."
es another method, vir. To give to responding plot the ent) in frost of the ent, in pon, and green in spussion—e proportion of the posse of faming it the reservation to be houses in Marine execut and pleasure escent and pleusure

that in the case of sted in the present ers and occupiers of Crescents

in the accompany-ire counsel in July, de by the then Local front from Mr. G. trustee of a land and might devote it

ow in view. niel then given was t in consequence of a valuers appointed,

living and the legal

ADE.

terrace is built was of Sefton, and was ided in a lease and nary 1766, by which and land exchanged with power of

and 9th December, eved to Avisor and d by the description

f land situate lying

"And whereas the said Thomas Aviena and John Klishaw laid out part of the said isad, that he to say, the whole length from north to south ainsting on the shore of the river Bersey, and extending from high-water mark eastwardly , yards as and for a walk or pleasure ground called the Repleatace, to be for ever thereafter length open said unbuilt upon. And whereas the said Thomas Avient and John Klishaw laid out for birding purposes other part of the said man adjoining to the said walk or pleasure ground."
The proparty conveyed is described as:

"Firstly, all that piece or parcel of land, situate and hoing at Litherland, in the County of Lancester, on the west side of a street or row salled Brunswick parade, bounded on the north by a messange or dwelling flowes belonging to the Rev Frederick Parry, on the south by a piece of land measures on the cast and west sides severally 42 feet, and in depth on the north and south sides severally 125 feet 6 inches, or thereabouts, were the several dimensions thereof, a little more or less. Secondly, all that piece or parcel of land on the west side of Brunswick parade aforessed, bounded on the north by the said piece of land irritly hereinbelore described, on the south by a public walk or passage of 4 feet 6 inches wide, running from Brunswick-parade aforessed, to the said pleasure ground called the Esplanade, and which piece of land measures on the sast and west sides severally 15 feet 9 inches, and in depth on the north and south sides severally 225 feet 6 inches and is intended to be left open and unbuilt upon as thereinafter provided, and which side acverilly 125 feet 9 inches, and is intended to be left open and unbuilt upon as thereinafter provided, and which side flowers and remarks the marking, repassing, repassing, and sping on foot, and not on horsehole, or with any carriage or cart wer, through, and or pleasure ground, called "The Esplanade," as sforesaid, and of walking in and over the same in common with the marking, tending the said walk or pleasure ground, and granted, belonging, or manywise appertaining, always saving and reserving, nevertheless, to the said Earl of Sefton, and all future Lords of the Manor of Litherland aforesaid, for the time being, all his and their Manorial rights as such Lords of the said Manor as in the said recited Indenture of Release of the

the said recited Indenture of Release of the '9th December, 1825, is reserved."

And the said indenture contained a provise and declaration by the said several parties thereto:—

"That nothing therein contained should be deemed as granting to the said John Jones, his heirs and assigns, any right of having, using, or leaving on the said strand or shore of the said river any bathing carriages or machines whatever."

And also a coverant to the following effect,

And also a covernate to the following effect,

machines whatever."
And also a covenant to the following effect, viz. —
"And further, that he, the said John Jones, his heirs or assigns, should, or would, at the request of the said John Kilshaw, his heirs or assigns, well and truly pay; or cause to be paid unto the said John Kilshaw. His heirs or assigns, or such of them as should have advanced and laid out the money in such repairs or otherwise; respecting the same, so much money as should be the share of the said John Jones, his heirs or assigns, of and for the making, planting, or namenting, or otherwise laying out the said pleasure ground, or the said walks therein, and of fencing or defending the same from the, ass, or river, which said share of such charges should be preportioned according to the number of feet which the said pieces of land thereby granted and released dontained in front or lay next or adjoining to the said pleasure ground or walks, and which being so made, planted, ormented, faid out; fenced, defended, or railed, or envisioned, he, the said John Jones, his being and would nay bear, and mented that out teners, detended, or taken, or englosed, he, the said John Jones, his beins and assigns should, and would, pay, bear, and discherge his and their proportion of new making, keeping, continuing, and preserving the tame as often as need or occasion should require.

of the severent high-water mark formerly was. No deabh Lord Chelmaford, in the case of the Attorneys Genisral v. Chembers (4 De. G. and J., p. 71), any gests that the fittle to the land is not altered by accretion it say marks exist whereby the position of the moleint high-water mark can be in determined. This siew, however, is not in my opinion consistent with the principle cetablished in the cases of Ren v. Yarborough (5 B. and C. 91; 5 Hing 187), and re Hull and Selhy Italway Company (5 B. and W. 327), and is opposed to the view last down in Faster v Wright 6 C. 1. S. 438), a case refishing to the alteration of a river had which reaks on the same principle as the law relating to the foreshore, and in which Lindley J. expressly disapproves of the view taken by Lord Chelmaford. Assuming, therefore, the alteration of the line of high-water mark during the heat 30 years to have been, as a staked in the case, gradual and imperceptible from day to day, then I am of opinion that the land to the case of the present him of high-water mark constitutes as accretion in point of title to the lands formerly bounded on the west by the ancient high-water mark.

I am also of opinion, although the point is one

I we also of opinion, although the point is one

bounder on the west by the ancient high-water mark.

I am also of opinion, although the point is one which, to far as I am award has never been decided, that the land, which so accrues constitutes an accretion fro all purposes to the land formerly bounded by the old high-water mark, and is subject to all the rights and obligations attaching to the land to which it accrues. This is no my opinion the conclusion to be drawn from the principles laid down in the case of the Hull and Selby Bashway, above referred to, by Alderson B., who says (5 M and W p. 333). The principles laid down by Lord Hale, that the party who suffers the loss should be also cutified to the henefit, governs and decidis the question. That which cannot be perceived in its progress is to be taken as it never axisted at all. The application of these principles shows that the accretion is to be abject to the same rights in all respects as the land to which it accrues (see also Stuart accord, p.p. 148, 788, 790).

It follows, therefore, that as regards the accretions opposite Beach-lawn and Adelaide-terrace, they must now be treated in law as vested in J. Whilley, his heirs or assigns, upon trust that they should remain unbuilt on, and be for the common use and enjoyment of the owners and occupiers of the houses in Beach Lawn and Adelaide-terrace, forming the sites of the existing houses in proportion to the frontage of the houses or the persons who now claim under them. As regards Marineterrace, this appears to be now vested in G. B. Thorty-du, as surviving trusted of the Association of the Proprietors of the Crosby Sea Bank Hotel and cohages, subject to the provisions of the Decch Association of the lith December, 1817, and rubject also to the stipulation that it is to be left open and unbuilt on, and also in on the green.

3.—I am of opinion that the owners and occupiers of the houses fronting and abutting on Beachlawn and Adelaide-terrace are entitled to have the accretions to the greens up to the existing highwater mark left eight and unbuilt

accretions to the greens up to the existing water mark left open and unbuilt on, and a water mark left epen and unfutto on, and case to the use and enjoyment of such lands for the pur-pose of walking on them, and they would also have if the strip of the green was conveyed to them, an equitable title to a strip of such accretion forming a continuation of the strip of the original green, to which they or their predecessors in title were entitled under the deed of 1838.

were entitled under the deed of 1838.

As regards Maxing-terrace, it does not appear whether any equitable title in a strip of the original green was ever rested in the owners of the houses in Maxing-terrace; if not the houses in Marine-terrace; if not, this title would remain vested in G. B. Thompson. 4—In the case of Marine-orescent it would ap-

4.—In the case of Marine-crescent it would appear from the conveyance of the 28th of July, 1821, that a certain defined part of the green opposite the house purchased was conveyed to the purchaser subject to the rights of all the owners and occupiers of the houses in Marine-crescent to walk over the green, and subject to the provision that the land should always remain open and unbuilt on. In this case, therefore, the legal title to defined strips of the accretions would appear to be vested in the purchasers of the corresponding houses or those clarming under them. houses or thos claiming under them.

houses or those claiming under them.

I may add also that as regards all the greene above referred to and the sceretions to them, they would be subject to the rights of the Lord of the Manor of Great Crosby, which were reserved to him by the 42nd section of the Enclosure Act, though it does not supear distinctly what these rights are, or whether they are of any practical rather.

tied value.

5 and 6.—As regards the Esplanade Green and the land lying between it and the present highwater math. It would appear to be vested in T. Avison and J. Kilshaw, as tenants in common in fee simple, or those claiming under them, subject to the rights of the Lord of the Manor and subject to the rights of the Lord of the Manor and subtical value. ject to a covenant with Lord Selton that no house should be built on it, and that no trade should be carried on which might be a misance, and subject slep to a right in the owners of houses in the Esplanade of passing on foot over the green and Replanade of passing on foot over the green and the accretion, with a right on the part of such owners that the green should be left open and unbuilt upon: 1.—For the reasons already stated I am of

DEATH OF MR. JAMES TRAP ACC BLACKERDOE.

BIOGRAPHICAL SKETCH. Another link between the old and the new has on anapped by the death of Mr. James Blackledge, which occurred shortly before five o'clock vesterday afternoon at his regidence. The Rookery, Waterloo Park. Mr. Blackledge, who at the time of this and occurrence was in his seventy third year, had during the whole of this long period been a prominent figure in Waterloo and the surrounding district. Horn at Eaften in 1822, he received his early education at Thornton, and as was the conton in those days, he commenced to earn his living very soon after he had acquired the mere radiments of education. first step in this direction was to establish himself as a market gardener at Selton, but this prospect was in no way satisfactory to Mr. Rinck-ledge's idea of progress in the commercial world, and he very soon sought a rader field for his exertions in the neighbouring city of Liverpool. His commencement in no way indicated the success that he would ultimately achieve, sings his first comployment was at a ware bouse, with a salary attached of but a house, with a salary attached of but a few shillings a wook: Mr. Blackledge's energy and determination, however, were bound to, carry him somer or later to the front, and two years after his advent in Liverpool as an employe he commoned business on his own account in promises in Forstoot. From this point the whole of the progress which he subsequently made really dates. He devoted himself to his business with such industry and attention that business with such industry and attention that the most satisfactory results followed. The ostablishment at Fox-street soon became in-adequate for the business which fir. Bleck-ledge found himself inable to transact, and one brayes shop after another was opened, until at the time of his death undertakings in the name of the deceased and his sons, whom in due course he took into partnership, were being carried on not only in Liverpool, but in Bootle, Crosby, Waterloo, Scaforth, and Blundellands. and the name of Blackledge became both widely. known and greatly respected throughout the bilities which this extension of his original business brought about were most capably met and anstained by Mr. Blackledge, whilst his atrength remained sound, and he enjoyed good health. It should not be forgotten also that in spite of the great pressure on his time, caused by his commercial affairs, he yet found opportunity to do much valuable service for the com-munity in which he lived. His first connection with what is generally termed public affairs was in 1866, when he became a member of the Liver-pool Scheet Vestry, by which body his assistance was greatly valued. Ten years later he came for ward as a Liberal candidate, for one of the wards in Bootle. He then tasted the bitters of defeat in company with his colleague, but four years later he obtained a seat as one of the rate-payers representatives on the Town Connecil. His connection with this body did not, however, cover a very extensive period, since some four years later he tendered his resignation. In 1881 he secured election to the Orosby Local Board, now the Crosby District Council. His business acu: men and general knowledge of affairs was of extreme value to the raterayers whilst he served them in this capacity. When his term of three them in this capacity. When his term of three years had expired he withdrew from the Board. since other demands upon his time were not only benys, but were continually growing in variety and responsibility. Another sphere of labour in which he was enabled to render intelligent. and valuable help was on the School Attendance Committee, which was then appointed by the West Derby Guardians. He was untiring. in his labours in this direction, and unsparing of the time which due performance of these operous and exacting duties entailed. He was also generous in his assistance to she many local charities, who will, by Mr. Blackledge's death, sustain a considerable loss. It may be imagined that Mr. Blackledge, who spent the whole of his lifetime in this district, has seen a vast number of changes during his busy and active career. The Waterloo of his youth was very different from the Waterloo of to-day. Then there were but a few houses here, with a hotel or so, although the desirability of the district as a place of residence was even then emphasized by the crection here and there of handsome residential establishments. As one who had grown with the

Some excited road. Waterloo accident which erious results good and Co., I slong Chareler police station t came rustive, a oil down the rethe innction of road the horse direction of th direction of violently to heavily with emashing the checked the further , denii sons ign to who in a removed to the who promptly of the ankla w to Bootle Ho to Bestie Ho from the V very soon ar however, deck was removed now propress The second on Prior to Mr,

WATER

This two o Monday last heavy ralii wi abandoned, a

grave's much man was rend be mentioned similar ecoldo when driving

> Nield, c Al Nield, c A. R. Botker, T. Blundel W. Mollett C. Barker, Francia b A. Sunth, T. Asinish T. Asinish Clini, c Oc W. Barker Exti

BLUNDE On Thurs Blundellsund a team sole in every way green was The Blunds Crosby shor wagonetia and arrives and arrived light refres match, which points. The repast, at t game was p large room

HUNT

Mr. Moore Mr. Machin.
Dr. Richard.
Mr. Ellackhu
Mr. Ralisbur
Mr. Thomps
Mr. Price
Mr. Altchell

TES

Ordinary firsts, 16s.; 62s. Kegs cared. Co 62a. hega cared . Ch 33s.; fane, 7 iditon, and was in a lease and 1796, by which land exchanged with power of

to Avison and the description

id situate, lying, the said county with west end of on the west side on the west and outh sides severtide 330 yards, thereof, a kittle he west by the on the east by a road by the Waterloo the road from rillage, and onon access of land, of the measure pole, as the said hed and intended. leased, was more plati endorsed on an reference was and which as an proud was part iment, and here relianted crowle. I have been a part recited angle of 12th July and as far as the result of the same for the beautiful of their mideral with their personal and for the same and thing such part of the result of a same and the part of the result and to and for that work with library as was or parcel of fasting for the result and to find our that work with library as was night part of the result and number and also full and for the fasting and the minister of the fasting and convey of the said strain and the said strain primed and laid out piece or parcel of ided to be thereby if granted and re-and as to the man at! respectively to and enjoyment of prodes, and all and gring siways to the assigns, and to the entitled under the all use and their of the said manor,

mber 1825, contains

ing bouts, or other any time thereafter any time thereafter and thereafter and the said piece or of the said piece or or the said piece or or the said piece or or or the said piece or or or the said piece or or the said of the tare. Seek to the of the said thereby continue thereby continue thereafter the tarde, burshaws of the thereafter is of the tarde, burshaws of the thereafter is of the tarde the tarde of the tarde of the tarde of the tarde to the neighbourse of the tarde to the piece.

the land into nich although the profit of the land into nich although the profit of the land the land

second to the named of the said pieces of land thereby granted and re-leased contained in front or lay next or ndi-poining to the said piecesure ground or walks, and which being so made, planted, ornaand which, being so make, planted, orna-mented, taid out, ferred, defended, or railed, or enclosed, he, the said John Jones, his heirs and assigns, should, and would, pay, bear, and discharge his and their proportion of new making, keeping, continuing, and preserving the same as often as need or occasion should require.

require. Prom as over or occasion should require. From a persual of these extracts it would appear that in the first instance the whole of the land, including the bouses, gardens, and green, was conveyed to and rested in Avison and Kulshaw, subject to a restriction as to the line of frontage and the use and occupation thered.

In the conveyance to Avison and Kilshaw the western boundary is described as the shore or strand of the river Morsey, but in the conveyance from them to their sub-purchaser (Jones) it is recited that they have laid out the land from highwater mark eastwardly as a walk or pleasure ground.

water mark eastwardly as a walk or pleasure ground.

It is assumed that the effect of this is that the conveyance of Lord Section to Avison and Kilshaw is a conveyance of the whole plot to high-water mark; and that the effect of the conveyances by Arison and Kilshaw to their grantees is to leave in themselves the legal extate in this green.

The foregoing information as to the title of these grouns has been obtained from abstracts of title, which are sent herewith (andorsed with the name of the green), for further reference.

The main points upon which the Council desire to be advised are:

(L. The effice of the words in section 40 of the flucionire Act, "usual high road or way along the said shore."

(L. The respective interests of the trustees of the Headi-lawn, Adolaide-torrace and Marine-bergen Greens as affecting the green and the accreted land known as the shore.

(L. The tights of the owners and occupiers of the houses fronting and abutting on the three greens instanced above.

(L. The sights of the owners and occupiers of the houses fronting and abutting on the three greens instanced above.

(L. The respective interests of the representatives of Avison and Kilshaw, and also of Lord Section as Lord of the Maron, as affecting the Esplande Green and the shore and occupiers of houses fronting the said Esplanade Green.

(E.) The rights of the owners and occupiers of houses fronting the said Esplanade Green.

(E.) The rights of the danor, as affecting the Esplanade Green and the shore of greens, having reasyllow the Balance Green and the said Esplanade Green.

(E.) The respective interests of the representation to lie irreated as extensions of the several greens and therefore subject to the same restrictions as to user?

(E.) The persons or class of persons to be served with the usual notious in the event of an application for Parliamentary powers to acquire the greens and the shore.

The following documents secompany: It is assumed that the effect of this is that the

Beach Lawn and Adelaide

Abstracts of title Beach Lawn and Adels torrace.

Marine-creams (2).
Esplanade.

Case and opinion, re Barine-terraces
Act for Enclosing Great Crooby Marsh,
Award of Commissioners.

Three large plans of districts

THE OPINION.

THE OPINION.

I.—The reference in section 40 of the Enclosure Act, to "the usual highway or road along the shore" does not in my opinion establish that there was then in sustaines a highway in his strict legal sense of the term over the foreshore. If probably refers to the way or track by which pursons were in the habit of going over the foreshore in exercise of the relate of fishing or insylution readed in the public. Even if it were in law a highway if was not, I understand, a formed trick, and was therefore mover repaired by the inhabitants i large. Under these promises one in this to has soil of an road would be vested in the Local Board under the 149th mention of the Public Health act, 1815, and independently if otabits so title to the seri of the road is all could be vested in the public. In his could be account to the public when the first course for the purpose of passing each regioning that the first the the first share share made has gradually at limpsy with proceed, the mind way or the first first that the high spatial with it. I may said these that the first first share would reveal with it. I may said these that the first first spatial work in the passing the high spatial procedure of the party process. The rection of the large which the these that the paties have been processed in the present which has appears and the present which have a present procedure to the party read and the present which has a present of the high water made for the high water made in the present of the high water made and all the street made of the first water made and all the present of the high water made and all the street made of the high water made and all the street made of the high water made and the present made and the presen

tee simple, or those chaming under them, subject to a coremant with Lord of the Manor and subject to a coremant with Lord Sefton that no house stoudd be built on it, and that no trade should be carried on which might be a misance, and subject also to a right in the owners of houses in the also to a right in the owners of houses in the Esplanade of passing on foot over the green and the accretion, with a right on the part of such owners that the green should be left open and un-

nwners that the green should be left open and un-built upon.

7.—For the reasons already stated I am of opinion that the accretions in front of the greens ought to be treated as extensions of the several greens, and subject to the same restrictions as to user.

The persons to be served with the usual 8.—The persons to be served with the usual Parliamentary notices in the event of an application for Parliamentary powers to arguing the greens and the shore would be in the cose of Beach-lawn and Adelaide-tergace the owners or epitted owners of the sites of the houses in the lawn and terrace except in those cases in which it is necertained that the corresponding portion of the green is costed in some other person upon whom in such event the notice should be served. It will also be necessary to ser a the lessees of rewhom in such event the notice should be served. It will also be necessary to serie the lessees of reputed lessees and occupiers of these houses or of It will also be necessary to ser a the lesseds of reputed lessees and occupiers of three houses of of
the strip of the green as the case maybe. As
regards Marine-crescent, the same class of persons
would have to be served. As regards Marineterrace, Mr. G. B. Thompson should be served,
and it abould be accertained if possible whother
a portion of the green was included in the sales to
purchasers of the adjoining houses, and, if so, the
same class of persons should be served as in the
class of being green.

As regards the Epplaniste, the notices should be
served upon Arisons and Klishare, or those who
clash under thom. I may observe that, whether,
strictly, needsary or not, it would be divisable
to serve notices on the owners or regulated awners,
lossees, and occupiers of all linuage facing the
greens.

consects, and occupiers of all houses facing the greeks.

Notices should also be served on the present bord of the Maner of Great Crosby (i.e., Mr. Blundel), or his one asor) and Lord Seton, as they are the persons who would be entitled to the fant between the old and new high-water marks of the doctrine of notection were inapplicable, and mannial as part of the land low water mark, and there our belonged to the Grown, as would be set in the offerfeed on the Crown. It would be set in asserting from the two Lords of the Maner whether they object to the find in question, and whether they object to the judged of the Maner whether they object to find proposed improvements. This much as the Council desire to acquire the land for the parrose only of laying out the ground for the use of the public, and do not request to construct buildings and it, it would be desirable in order to reduce the compensation of any, psyable to the owners, to apply to Parlianent, to acquire as interest in the land, subject, but not restricted to the prosons now having right over the arrived of the prosons now having rights over the first which Parliament cannot determine, I do not think it would be precised to the prosons now having rights over the arrives, and limiting and leftning the purposes of which the greens are now subject, but not restricted to the porsons now having rights over the arrives, and limiting and leftning the purposes of which the Council can use the land. As the title is the novel cloud depends upon in issue of fact which Parliament cannot determine, I do not think it would be preciseable to acquire a Tart it was not made to the land as it would be impossible to an ericing rights of the Lords of the Council can use the impossible to an ericing rights of the Lords of the Societant with the objects for which the land is to be acquired. consistent with the

FIRDERIC THOMPSON.
5. Stone-buildings, June 3, 1898.

THEFT OF A WATCH AT WATERLOO.

WATERLOO.

AN UNGRATEFUL GIBL.

One Wednerdey morning, at the County Magneticates Court, Liverpool, before Messare. J. Stone and G. T. Muskon, v. girl named Jonnins Rusholh, was charged with Inaving stolen a lifter materia and chain, value 2004, from the dwelling-house 19. Deen actreet, Waterloo, the property of Albert Roberts, a labourer; of 44, India-attest, a certington. Superintendent Gross, who proceedides, stretch that the bounce of the waterly was also had a waterloo, and on Fidday, Eric May the proceedides, stretch that the bounce of the waterly was also in manuel. Harrieth, there and water to see a spin manuel. Harrieth, there and waterloop and a weathing as the wasted to ack there to cross pa het wentline, as the orticals wanted here. In the waterlands, she wasterloop and the waterloop and the wasterloop and the waterloop and the second of the waterloop and the waterloop

hanges during his busy and active career. The Waterloo of his youth was very different from the Waterloo of to-day. Then there were but a few Naterioo of to-day. Then there were but a few homes here, with a hotel or so, although the desirability of the district as a place of residence was even then emphasized by the crection here and there of handsome residential created increase that the content of the content of the content of the content of the neighbourhood, he was always ready to express his appreciation of the great advantages which had been obtained by the development of its resources through the extension of the railway and other present day methods. For the past four years he had been a victim to failing health, and was unable to give that attention to his business which was always formerly the case. He was able until eighteen months ago, however, to be out and about, but since this time he has practically been confined to his house. During his long illness he was attended by Dr. Matthews. Mr. Blackledge was meried twice, and leaves several children to mourn his lose. At the time of writing the day had not been fixed for the interment, which will take place in the cemetery at the Church of St. Peter and St. Paul, Great Crosby.

INCANDESCENT LIGHTING.

We have been handed the following letter for

We have been handed the following letter for publication:—
50, Castle-street, Liverpool, 9th June, 1896.
Mr. J. B. Colton, Whitechépel.
Dear Sir.—It is with much regret that I have been unable, through great pressure of husiness, to reply to yours of the 4th fasticut, before now.
I believe it ha fact that considerable damage was coughed to the "Incandefacent inenties" upon a certain occasion in Line-street—eig.. the 22nd Desembler/1894, the day when a furious storm broke over liverpook and when not jonly without before own the fact of the manices broken, in Line-street, but four wheeled cobs were completely blown over in that street, and vary many strong plate plans windows smashed to atoms \$1 givet the City of Liverpool.
But not eithers and givet the city of Liverpool.
But most either and the commanders windows singulated to atoms \$1 givet the City of Liverpool.
But most either and the commanders and give in dome dation whetever for your statement, that the street was in "total darkness, which, since has commandered in "total darkness, which, since has found at junction far four, rather than offerwisely of the invandescent gas lighting system, has it conditively shows, although the cost of repaire due to the occasion, mentioned was very considerable, yet in spite of it an enormous annual saving, spoken of in my last, has been effected by the adoption of the "nearliescent you lighting system, in the different of the "factors truly," I falley TEE.

MENCASTER THEATER, BOOTLE.

MUNCASTER THEATRE, BOOTLE.

The well known historical drama. Jane Shore, in the attraction during the present week at this popular house of entertainment, and evidence has already been afforded by the entisfactorily large andiences, which have highly assembled, that the play loses nome of its charm by frequent rejections. One of the principal gramme why, such success has so far attended the production of the strain scene is being presented by a most supable company muler the direction of Mr. and the interest of the audience maintained at the highest pilet throughout. The play, as is well known deals of the alventures of the wife of the calcivated goldsinith Matthew Shore, who, captivated by the evidence of Edward IV, enters a coyal palace, only first a chort period to find harrial friendless and at outcast. The exacting part of Highard, Dube of Gloncester, is ably filled by Mr. L. L. Cander, who has plonly of oppartunity, nor deplaying his high dramate qualities. Miss 'Viole Lample, who has a plonly of oppartunity, nor deplaying his high dramate qualities. Miss 'Viole Lample, his his to many appeared in the tills the for appeared of 500 nights, proves herealf a readent and companished actions. Indeed, the character of the strain of the life that have been and appeared in the tills of the character of the sill firsted beroine could not be placed in better bands. Miss Tempines acting being sold spirited and appeared to the frank Stome is highly maning. The transfering being sold spirited and appeared to the transfering area are capably life to prove the last and appeared to the play there is placed by other members of the company. The costumes are investigated by other members of the company. The costumes are investigated by other members of the company. The costumes are investigated by other members of the company. The costumes are investigated by other members of the company. The costumes are investigated by other members of the company. The costumes are investigated by other members of the company of the province of the play have a suppo The well known historical drama " Jane Shore,"

Consistency, if a Jewel with which healthy is the employing.

YES

Ordinary: firsts, 76s.; 62s. Kegs cured. Che 62s. Kegs cured Chr 83s.; Ene, 76 choice, 76 mild, and 4.

in a modera domand. to IOd. ealmon, ls. to 5s, 6d.; to 4s; live per stone.
io 3s. 6d.;
5s. to 6d.;
haddocks, 8

There he general dec of Tuesday owing to so red, howeve Maize in qu prime new changed. rates. Li

On the Thursday's Bacon mar thursday mand from charaoter) stondy, but direction direction sumption, i buyers E of higher c demand on quest at buyers ope OHME

Beaf, per 16d (vent, ratibles, per 34, to 3s 6 per couple od strawb per quart, green peus ld s cuent ib. at 3 1 12 to 13 fo