



# Greater Manchester (Light Rapid Transit System) Act 1992

1992 CHAPTER xviii

## PART I

### PRELIMINARY

#### 1 Citation

This Act may be cited as the Greater Manchester (Light Rapid Transit System) Act 1992.

#### 2 Interpretation

(1) In this Act, unless the context otherwise requires—

“the authorised works” means the works authorised by this Act;

“the Executive” means the Greater Manchester Passenger Transport Executive;

“the railways board” means the British Railways Board;

“the substituted portions of Work No. 3” means the portions of the tramroad (Work No. 3) which are shown on the substituted plans and sections and are as follows:—

(a) the portion commencing at SJ78706 96428 and terminating at SJ78459 96689; and

(b) the portion commencing at SJ77563 96979 and terminating at SJ76546 96750;

“the tramroads” means Works Nos. 1, 3, 3A, 4 and 5, including the substituted portions of Work No. 3 but excluding the portions of that work for which those substituted portions are substituted;

“the tramway” means Work No. 2;

“the tribunal” means the Lands Tribunal.

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- (2) Where in this Act any distance or length is stated, or any reference point is referred to, in any description of works or functions, the reference to that distance, length or reference point shall be construed as if the words “or thereabouts” were inserted after such distance, length or reference point (as the case may be).
- (3) Unless the context otherwise requires, any reference in this Act to a work identified by the number of the work shall be construed as a reference to the work of that number authorised by this Act.
- (4) References in this Act to reference points shall be construed as references to National Grid reference points.

### **3 Application of Part I of Compulsory Purchase Act 1965**

- (1) Part I of the Compulsory Purchase Act 1965 (except section 4 thereof and paragraph 3 (3) of Schedule 3 thereto), in so far as it is applicable for the purposes of this Act and is not inconsistent with the provisions thereof, shall apply to the compulsory acquisition of land under this Act as it applies to a compulsory purchase to which Part II of the Acquisition of Land Act 1981 applies and as if this Act were a compulsory purchase order under the said Act of 1981.
- (2) In subsection (1) of section 11 of the said Act of 1965, as so applied, for the words “fourteen days” there shall be substituted the words “three months”.
- (3) The Lands Clauses Consolidation Act 1845 shall not apply to the acquisition of land under this Act.

## **PART II**

### FURTHER EXTENSION OF LIGHT RAPID TRANSIT SYSTEM

#### **4 Power to make works**

- (1) Subject to the provisions of this Act, the Executive may make and maintain the works referred to in this section (together with all necessary works and conveniences connected therewith) in the lines or situations and according to the levels following (that is to say):—
  - (a) as regards the substituted portions of Work No.3, the lines or situations delineated on the substituted plans and the levels shown on the substituted sections; and
  - (b) as regards the remainder of the works hereafter in this section described (except the portions of Work No. 3 for which the substituted portions of that work respectively are substituted), the lines or situations delineated on the deposited plans and the levels shown on the deposited sections.
- (2) The works referred to in subsection (1) above are as follows:—
 

In the borough of Trafford:

Work No. 1 A tramroad 2,511 yards (2,296 metres) in length (double line) commencing at a junction with Work No. 4 at reference point SJ81595 96510 passing thence in a south-westerly direction along the north side of the Bridgewater Canal, along the south side of the Manchester Ship Canal, along the north side of Trafford Park Road, along the north side of

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Ashburton Road East, along the west side of Third Avenue and terminating on the north side of Eleventh Street at reference point SJ79509 96675;

Work No. 2 A tramway 295 yards (270 metres) in length (double line) commencing at the termination of Work No. 1 passing thence in a southerly direction along Third Avenue and terminating on the west side of Third Avenue at reference point SJ79500 96406;

Work No. 3 A tramroad 4,117 yards (3,765 metres) in length (double line), incorporating a bridge over the Bridgewater Canal with a fixed span, commencing at the termination of Work No. 2 passing thence in a north-westerly direction along Westinghouse Road, along the north side of the Bridgewater Canal, thence along the south side of the Bridgewater Canal, along the west side of West Road, along the south side of Barton Dock Road and terminating on the south-east side of Redclyffe Road at reference point SJ76545 96750;

The substituted portions of Work No. 3;

Work No. 3A A tramroad 1,247 yards (1,140 metres) in length (double line) commencing at the termination of Work No. 3 passing thence in a south-easterly direction, and then in a north-easterly direction and terminating on the south-western side of Barton Dock Road at reference point SJ77333 96594;

Work No. 4 A tramroad 935 yards (855 metres) in length (double line), incorporating a bridge over the Bridgewater Canal with a fixed span, commencing by a junction with Work No. 1 authorised by the Greater Manchester (Light Rapid Transit System) (No. 2) Act 1988 at reference point SJ82278 96985 passing thence in a south-westerly direction along the north-west side of the Bridgewater Canal and terminating at reference point SJ81594 96510;

In the city of Manchester:

Work No. 5 A tramroad 104 yards (95 metres) in length (double line) commencing by a junction with Work No. 8 authorised by the Greater Manchester (Light Rapid Transit System) Act 1988 at reference point SJ84630 97971 and passing in a southerly direction on the west side of London Road and terminating in a junction with Work No. 9 authorised by the Greater Manchester (Light Rapid Transit System) Act 1988 at reference point SJ84685 97896.

## **5 Further works and powers**

- (1) Subject to the provisions of this Act, the Executive may make and maintain the further works described in this section, with all necessary works and conveniences connected therewith, and may exercise the powers hereinafter mentioned:—
  - (a) they may stop up and discontinue the whole or any part of so much of the street in the borough of Trafford known as Third Avenue as lies between the points marked “P” and “Q” on the deposited plans;
  - (b) they may stop up and discontinue the whole or any part of so much of the street in the city of Manchester known as Shepley Street as lies between the points marked “R” and “S” on the deposited plans;
  - (c) they may stop up and discontinue the whole or any part of so much of the street in the city of Manchester known as Blaydon Street as lies between the points marked “T” and “U” on the deposited plans.

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- (2) After the stopping up of any part of a street under subsection (1) above, all rights of way over or along the part of the street so stopped up shall be extinguished.
- (3) In the exercise of the powers of subsection (1) above, the Executive may place such bollards or other obstructions for preventing the passage of pedestrians or vehicles as they consider appropriate and as may be agreed by the highway authority.

## **6 Gauge of tramroads and tramway**

The tramroads and tramway shall be constructed on a gauge of 4 feet 8 1/2 inches (1.435 metres).

## **7 Power to deviate**

Subject to the provisions of this Act, the Executive in constructing the authorised works may deviate from the lines thereof shown on the deposited plans or, as the case may be, the substituted plans to any extent within the limits of deviation shown on those plans and may deviate vertically from the levels shown on the deposited sections or, as the case may be, the substituted sections to any extent not exceeding 10 metres upwards in the case of Works Nos. 3 and 3A and 3 metres upwards in the case of the other authorised works and to such extent downwards as may be found necessary or convenient and in constructing the tramroads and the tramway they may alter the radius of any curve described on the deposited plans and increase or diminish any inclination or gradient shown thereon.

## **8 Plans to be approved by Secretary of State before works commenced**

- (1) Before constructing any of the tramroads or the tramway the Executive shall submit to the Secretary of State for his approval plans, sections and particulars of their proposals in respect of that work concerning—
  - (a) permanent way or track and stations;
  - (b) lifts, escalators and stairways;
  - (c) signalling; and
  - (d) lighting.
- (2) Any such work shall be constructed and maintained in accordance with plans, sections and particulars approved by the Secretary of State.

## **9 Approval of Secretary of State**

The tramroads and the tramway shall not be opened for public traffic until they have been inspected and certified to be fit for such traffic by the Secretary of State.

## **10 Certain works to be deemed tramways, etc**

For the purposes of Parts II and III of the Tramways Act 1870, the Regulation of Railways Act 1871 and Schedule 2 to the Telecommunications Act 1984 the tramroads shall be deemed to be tramways.

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## 11 Extension of powers, etc

- (1) The provisions of Part II of the Greater Manchester (Light Rapid Transit System) Act 1988 (except section 5 (1) and (2) and sections 6, 7, 8, 11, 13, 21 and 22) and of section 4 (Application of Public Utilities Street Works Act 1950), section 43 (For protection of electricity, gas and water undertakers), section 44 (For protection of North West Water Authority) and section 46 (Carriages deemed to be public service vehicles) of that Act shall apply for the purposes of this Act.
- (2) The provisions of the said Act of 1988 so applied shall have effect as if—
- (a) any reference to the light rapid transit system included a reference to the authorised works;
  - (b) any reference to the tramroads or the tramways included a reference to the tramroads or, as the case may be, the tramway within the meaning of this Act;
  - (c) any reference to the said Act of 1988 (except a reference to a particular section of that Act) included a reference to this Act;
  - (d) section 10 (Power to cross streets on the level) included a reference to the footpath numbered 10 on the definitive map kept by Trafford Borough Council and to the following streets in the borough of Trafford:—
    - Ashburton Road East;
    - Barton Dock Road;
    - Elevator Road;
    - Longbridge Road;
    - Mosley Road;
    - Textilose Road;
    - Third Avenue;
    - Trafford Park Road;
    - Trafford Wharf Road;
    - West Road;
    - Westinghouse Road in two places;
  - (e) the references to section 23 of the said Act of 1988 in paragraph (2) of the said section 43 and to sections 15, 16 and 44 of the said Act of 1988 in paragraph (5) of the said section 43 included references to those sections as applied by this Act;
  - (f) the reference to the deposited plans in paragraph (3) of the said section 43 included a reference to the plans deposited in connection with the Bill for this Act.
- (3) Section 9 (Agreements with railways board, etc.) of the Greater Manchester (Light Rapid Transit System) (No. 2) Act 1988 shall have effect as if the reference therein to the authorised works included a reference to the works authorised by this Act, the references therein to the light rapid transit system included references to those works and the references therein to the existing railways included references to the following railways of the railways board and all works and conveniences provided in connection with the said railways, as existing, altered or constructed (as the case may be) from time to time:—

The following parts of the Lancashire and Yorkshire Railway:—

- The Collyhurst Connecting Line No. 2;
- So much of the Manchester Loop Line as lies between Smedley Viaduct Junction and Thorpe Bridge Junction;

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The Hollinwood Branch Line;  
So much of the Middleton Junction to Rochdale via Shaw Line as lies between the termination of the Hollinwood Branch Line and Rochdale East Junction;  
So much of the Manchester to Normanton Line as lies between Rochdale East Junction and Rochdale Railway Station.

### **PART III**

#### **LANDS**

#### **12 Power to acquire lands**

Subject to the provisions of this Act, the Executive may enter upon, take and use such of the lands respectively delineated on the deposited plans and the substituted plans and described respectively in the deposited book of reference and the substituted book of reference as they may require for the purposes of the authorised works or for any purpose connected with, or ancillary to, their undertaking.

#### **13 Correction of errors in deposited plans and book of reference**

- (1) If the deposited plans or the deposited book of reference or the substituted plans or the substituted book of reference are inaccurate in their description of any land, or in their statement or description of the ownership or occupation of any land, the Executive after giving not less than 10 days' notice to the owner, lessee and occupier of the land in question may apply to two justices having jurisdiction in the place where the land is situated for the correction thereof.
- (2) If on any such application it appears to the justices that the misstatement or wrong description arose from mistake the justices shall certify the fact accordingly, and shall in their certificate state in what respect any matter is misstated or wrongly described.
- (3) The certificate shall be deposited in the office of the Clerk of the Parliaments and a copy thereof in the Private Bill Office, House of Commons, with the chief executive of the Council of the City of Manchester and the director of legal services of the Trafford Borough Council and thereupon the deposited plans and the deposited book of reference or, as the case may be, the substituted plans and the substituted book of reference shall be deemed to be corrected according to the certificate, and it shall be lawful for the Executive to take the land and execute the works in accordance with the certificate.
- (4) A person with whom a copy of the certificate is deposited under this section shall keep it with the other documents to which it relates.

#### **14 Disregard of recent improvements and interests**

In determining a question with respect to compensation claimed in consequence of the compulsory acquisition of land under this Act, the tribunal shall not take into account any interest in land, or any enhancement of the value of any interest in land, by reason of any building erected, works executed or improvement or alteration made, whether on the land acquired or on any other land with which the claimant is, or was at the time of erection, executing or making of the building, works, improvement or alteration, directly or indirectly concerned, if the tribunal are satisfied that the creation of the

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interest, the erection of the building, the execution of the works or the making of the improvement or alteration, as the case may be, was not reasonably necessary and was undertaken with a view to obtaining compensation or increased compensation.

## **15 Extinction of private rights of way**

- (1) All private rights of way over any land that may be acquired compulsorily under this Act shall be extinguished on the acquisition of the land, whether compulsorily or by agreement or on the entry on the land in pursuance of section 11 (1) of the Compulsory Purchase Act 1965, as applied by this Act whichever is the sooner.
- (2) Any person who suffers loss by the extinguishment of any right under this section shall be entitled to be paid by the Executive compensation to be determined in case of dispute by the tribunal.

## **16 Period for compulsory purchase of lands**

- (1) The powers of the Executive for the compulsory acquisition of the lands which they are authorised to acquire by this Part of this Act shall not be exercised after the end of the period of 5 years commencing on the date of the passing of this Act.
- (2) The powers of the Executive for the compulsory acquisition of the said lands shall for the purposes of this section be deemed to have been exercised when notice to treat has been served in respect of those lands.

# **PART IV**

## **PROTECTIVE PROVISIONS**

## **17 For protection of British Railways Board**

For the protection of the railways board the following provisions shall, unless otherwise agreed in writing between the Executive and the railways board, have effect:

- (1) In this section—

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer to be appointed by the railways board;

“plans” includes sections, drawings, specifications, soil reports, calculations and descriptions (including descriptions of methods of construction);

“railway property” means any railway of the railways board and any works connected therewith for the maintenance or operation of which the railways board are responsible and includes any land held or used by the railways board for the purposes of such railway or works;

“the signed plans” means the plans signed in duplicate by Ian Edward Marshall Buttress on behalf of the Executive and by Simon Kingsley Osborne on behalf of the railways board, one set of which has been retained by the Executive and one by the railways board;

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“specified works” means so much of the authorised works as may be situated upon, across, under or over or within 15 metres of, or may in any way affect, railway property and includes the construction, maintenance, alteration and renewal of the specified works:

- (2) (a) The Executive shall not under the powers of this Act acquire compulsorily any railway property or any other land of the railways board but they may, with the consent of the railways board, which consent shall not be unreasonably withheld, acquire such easements or other rights in any railway property or any other land of the railways board delineated on the deposited plans or, as the case may be, the substituted plans as they may reasonably require for the purposes of the specified works;
  - (b) The Executive shall fence off the specified works from railway property or any other land of the railways board to the reasonable satisfaction of the engineer where so required by him:
- (3) Notwithstanding the provisions of this Act or anything shown on the deposited plans and sections, the Executive shall not enter upon, take or use or acquire so much of the land numbered on the deposited plans 1 in the borough of Trafford as is shown coloured pink on the signed plans and, for the purposes of section 7 (Power to deviate) of this Act, the said land shall be deemed to be outside the limits of deviation shown on the deposited plans:
  - (4) During the construction of the specified works the Executive shall at all times ensure reasonable access to, and egress from—
    - (a) any station, depot or other operational premises of the railways board for vehicles and pedestrians;
    - (b) any other railway property for the railways board and their agents, contractors and employees (with or without vehicles, plant, machinery and materials):
  - (5) The Executive shall before commencing the specified works (other than works of maintenance or repair) furnish to the railways board proper and sufficient plans thereof for the reasonable approval of the engineer and shall not commence the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration:
 

Provided that if within 56 days after such plans have been furnished to the railways board the engineer has not intimated his disapproval thereof and the grounds of his disapproval he shall be deemed to have approved the same:
  - (6) If within 56 days after such plans have been furnished to the railways board, the railways board give notice to the Executive that the railways board desire themselves to construct any part of the specified works which in the opinion of the engineer will or may affect the stability of railway property or the safe operation of traffic on the railways of the railways board then, if the Executive desire such part of the specified works to be constructed, the railways board shall construct the same with all reasonable dispatch on behalf of and to the reasonable satisfaction of the Executive in accordance with the plans approved or deemed to be approved or settled as aforesaid:
  - (7) Upon signifying his approval or disapproval of the plans the engineer may specify any protective works (whether temporary or permanent) which in his opinion should be carried out before the commencement of the specified works to ensure the safety or stability of railway property and such protective works as may be reasonably necessary for those purposes shall be constructed by the railways board or by the Executive,



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if the railways board so desire, with all reasonable dispatch and the Executive shall not commence the construction of the specified works until the engineer has notified the Executive that the protective works have been completed to his reasonable satisfaction:

- (8) (a) The Executive shall give to the railways board notice in writing of their intention to commence the construction of any of the specified works in accordance with sub-paragraph (b) below and, except in emergency (when they shall give such notice as may be reasonably practicable), also of their intention to carry out any works for the maintenance or renewal of the specified works;
- (b) The period of notice required to be given by the Executive to the railways board by virtue of sub-paragraph (a) above shall be—
- (i) 6 months in any case where the engineer, upon signifying his approval or disapproval of plans furnished to the railways board under paragraph (5) above, has reasonably given it as his opinion that the construction, maintenance or renewal of the specified works will require the Executive to have temporary occupation of the permanent way of the railway (including land lying within a distance of 2 metres from any outer rail of the railway) or will necessitate the imposition of speed restrictions, or the substitution, diversion or suspension of train services; and
- (ii) 28 days in all other cases:
- (9) The specified works shall, when commenced, be carried out—
- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid;
- (b) under the supervision (if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage to railway property as may be; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe user of any railway of the railways board or the traffic thereon and the use by passengers of railway property;
- and, if any damage to railway property or any such interference or obstruction is caused or takes place, the Executive shall, notwithstanding any such approval as aforesaid, make good such damage and shall on demand pay to the railways board all reasonable expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage, interference or obstruction:
- (10) The Executive shall—
- (a) at all times afford reasonable facilities to the engineer for access to the specified works during their construction;
- (b) ensure access for the engineer at all reasonable times to all working sites, depots and premises at which materials to be employed in the construction of the specified works are being made, constructed or assembled;
- (c) supply the engineer with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:
- (11) The railways board shall at all times afford reasonable facilities to the Executive and their agents for access to any works carried out by the railways board under this section during their construction and shall supply the Executive with such information as

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they may reasonably require with regard to such works or the method of construction thereof:

- (12) If any alterations or additions, either permanent or temporary to railway property are reasonably necessary in consequence of the construction of the specified works, such alterations and additions may be effected by the railways board after not less than 28 days' notice has been given to the Executive and the Executive shall pay to the railways board on demand the cost thereof as certified by the engineer including, in respect of permanent alterations and additions a capitalised sum representing the increased or additional cost of maintaining, working and, when necessary, renewing any such alterations or additions:
- (13) The Executive shall repay to the railways board all costs, charges and expenses reasonably incurred by the railways board—
- (a) in constructing any part of the specified works on behalf of the Executive as provided by paragraph (6) above or in constructing any protective works under the provisions of paragraph (7) above including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
  - (b) in respect of the employment of any inspectors, signalmen, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching, lighting and signalling railway property and for preventing as far as may be all interference, obstruction, danger or accident arising from the construction, maintenance, renewal, repair or failure of the specified works;
  - (c) in respect of any special traffic working resulting from any speed restrictions which are necessary as a result of the construction, maintenance, renewal, repair or failure of the specified works and which may in the opinion of the engineer be required to be imposed or from the substitution, suspension or diversion of services which may be necessary for the same reason;
  - (d) in respect of any additional temporary lighting of railway property in the vicinity of the specified works being lighting made reasonably necessary as a result of the specified works or the failure thereof;
  - (e) in respect of the approval by the engineer of plans submitted by the Executive and the supervision by him of the specified works:
- (14) If at any time after the completion of the specified works, not being works vested in the railways board, the railways board give notice to the Executive informing them that the state of repair of the specified works appears to be such as prejudicially to affect railway property, the Executive shall, on receipt of such notice, take such steps as may be reasonably necessary to put the specified works in such state of repair as not prejudicially to affect railway property and, if and whenever the Executive fail to do so, the railways board may make and do in and upon the land of the railways board or of the Executive all such works and things as are requisite to put the specified works in such state of repair as aforesaid and the cost and expenses reasonably incurred by the railways board in so doing shall be repaid to them by the Executive:
- (15) All temporary structures, erections, works, apparatus and appliances erected or placed by the Executive under the powers of this Act upon, over or under any railway of the railways board shall, as soon as reasonably practicable, be removed by the Executive at times to be agreed with, and to the reasonable satisfaction of, the engineer and in such a way as to cause as little damage to railway property and as little interference with, or delay or interruption to, the traffic on the railways of the railways board as may be; and if any damage to railway property or such interference, delay or interruption is

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caused by any such failure to remove any such temporary structures, erections, works, apparatus or appliances, the Executive shall forthwith make good such damage and pay to the railways board the reasonable costs and expenses to which they may be put and reasonable compensation for any loss which they may sustain by reason of such damage, interference, delay or interruption:

- (16) If it is necessary for the protection and safety of railway property for the railways board to purchase any minerals for the support of such property or to pay compensation for any minerals to be left unworked for the support thereof and the specified works also derive support from such minerals, the Executive shall repay to the railways board a reasonable proportion of the amount paid by the railways board for or in respect of such minerals and the costs and expenses incurred by the railways board in relation to any such purchase or payment of compensation:
- (17) Before providing any illumination or illuminated traffic sign on or in connection with the specified works or in the vicinity of any railway of the railways board, the Executive shall consult with the railways board and comply with their reasonable requirements in regard thereto with a view to ensuring that such illumination or illuminated sign could not be confused with any railway signal or other light used for controlling, directing or securing the safety of traffic on the railway:
- (18) Any additional expense which the railways board may reasonably incur after giving 56 days' notice to the Executive in widening, altering, reconstructing or maintaining railway property under any powers existing at the passing of this Act by reason of the existence of the specified works shall be repaid by the Executive to the railways board:
- (19) The Executive shall be responsible for and make good to the railways board all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to or reasonably incurred by the railways board—
  - (a) by reason of the specified works or the failure thereof; or
  - (b) by reason of any act or omission of the Executive or of any persons in their employ or of their contractors or others whilst engaged upon the specified works;

and the Executive shall effectively indemnify and hold harmless the railways board from and against all claims and demands arising out of or in connection with the specified works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done by the railways board on behalf of the Executive or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision shall not (if it was done without negligence on the part of the railways board or of any person in their employ or of their contractors or agents) excuse the Executive from any liability under the provisions of this section:

Provided that the railways board shall give to the Executive reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Executive:

- (20) Section 42 (For further protection of British Railways Board) of the Greater Manchester (Light Rapid Transit System) Act 1988 shall have effect as if the references therein to the light rapid transit system included references to Work No. 4 and to any parts of the railways of the railways board transferred to, and vested in, the Executive by agreement with the railways board under this Act:
- (21) Any difference arising between the Executive and the railways board under this section (other than a difference as to the meaning or construction of this section) shall be

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referred to and settled by arbitration in the manner provided by section 47 of the Greater Manchester (Light Rapid Transit System) Act 1988.

## **18 For protection of Manchester Ship Canal Company**

For the protection of the Manchester Ship Canal Company the following provisions shall, unless otherwise agreed in writing between the Executive and the Canal Company, have effect:—

(1) In this section—

“the Canal Company” means the Manchester Ship Canal Company and subsidiary companies;

“canal property” means any canals, railways, roads, bridges, culverts, lands, buildings or developments of the Canal Company and any works connected therewith for the maintenance or operation of which the Canal Company are responsible and includes any land held or used by the Canal Company for the purposes of such canals, railways, roads, bridges, culverts, pipelines, lands, buildings, works or developments;

“construction” includes execution, placing, alteration and reconstruction and “construct” and “constructed” have corresponding meanings;

“the engineer” means an engineer to be appointed by the Canal Company;

“plans” includes sections, drawings, specifications, soil reports, calculations and descriptions (including descriptions of methods of construction);

“the signed plans” means the plans prepared in quadruplicate and signed by Mr. Geoffrey Lofthouse, the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred, one copy of which has been deposited in the office of the Clerk of the Parliaments, one in the Private Bill Office in the House of Commons, one with the Executive and one with the Canal Company;

“specified works” means so much of the authorised works as may be situated upon, across, under or over or within 15 metres of, or may in any way affect, canal property and includes the construction, maintenance, alteration and renewal of the specified works:

- (2) Notwithstanding anything in section 12 (Power to acquire lands) of this Act, the Executive shall not acquire compulsorily any of the canal property shown coloured pink on the signed plans:
- (3) Notwithstanding anything in section 7 (Power to deviate) of this Act, the Executive in constructing Works Nos. 1, 3, 3A and 4 in respect of canal property shall not deviate from the centre line shown on the signed plans without the consent in writing of the engineer which shall not be unreasonably withheld:
- (4) The Executive shall before commencing the specified works (other than works of maintenance or repair) furnish to the Canal Company proper and sufficient plans thereof for the reasonable approval of the engineer and shall not commence the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration:

Provided that if within 56 days after such plans have been received by the Canal Company the engineer has not intimated his disapproval thereof and the grounds of his disapproval he shall be deemed to have approved the same:

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- (5) If within 56 days after such plans have been received by the Canal Company, the Canal Company give notice to the Executive that the Canal Company desire themselves to construct any part of the specified works which in the opinion of the engineer will or may affect the stability of canal property or the safe operation of traffic on the canals, railways, roads, bridges or lands of the Canal Company then, if the Executive desire such part of the specified works to be constructed, the Canal Company shall construct the same with all reasonable dispatch on behalf of and to the reasonable satisfaction of the Executive in accordance with the plans approved or deemed to be approved or settled as aforesaid:
- (6) Upon signifying his approval or disapproval of the plans the engineer may specify any protective works (whether temporary or permanent) which in his opinion should be carried out before the commencement of the specified works to ensure the safety or stability of canal property and such protective works as may be reasonably necessary for those purposes shall be constructed by the Canal Company or by the Executive, if the Canal Company so desire, with all reasonable dispatch and the Executive shall not commence the construction of the specified works until the engineer has notified the Executive that the protective works have been completed to his reasonable satisfaction:
- (7) (a) The Executive shall give to the Canal Company notice in writing of their intention to commence the construction of any of the specified works in accordance with sub-paragraph (b) below and, except in emergency (when they shall give such notice as may be reasonably practicable), also of their intention to carry out any works for the maintenance or renewal of the specified works;
- (b) The period of notice required to be given by the Executive to the Canal Company by virtue of sub-paragraph (a) above shall be—
- (i) 6 months in any case where the engineer, upon signifying his approval or disapproval of plans furnished to the Canal Company under paragraph (4) above, has reasonably given it as his opinion that the construction, maintenance or renewal of the specified works will require the Executive to have temporary occupation of the canal property (including land lying within a distance of 15 metres from any canal property) or will necessitate the imposition of restrictions to the navigation of the canals or the imposition of speed and traffic restrictions on railways, roads and bridges; and
- (ii) 28 days in all other cases:
- (8) The specified works shall, when commenced, be carried out—
- (a) with all reasonable dispatch in accordance with the plans approved or deemed to have been approved or settled as aforesaid;
- (b) under the supervision (if given) and to the reasonable satisfaction of the engineer;
- (c) in such manner as to cause as little damage to canal property as may be; and
- (d) so far as is reasonably practicable, so as not to interfere with or obstruct the free, uninterrupted and safe user of any canals, railways, roads, bridges, culverts, pipelines, lands, buildings or works of the Canal Company or the traffic thereon;

and, if any damage to canal property or any such interference or obstruction is caused or takes place, the Executive shall, notwithstanding any such approval as aforesaid, make good such damage and shall on demand pay to the Canal Company all reasonable

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expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage, interference or obstruction:

- (9) The Executive shall—
- (a) at all times afford reasonable facilities to the engineer for access to the specified works during their construction;
  - (b) ensure access for the engineer at all reasonable times to all working sites, depots and premises at which materials to be employed in the construction of the specified works are being made, constructed or assembled;
  - (c) supply the engineer with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:
- (10) The Canal Company shall at all times afford reasonable facilities to the Executive and their agents for access to any works carried out by the Canal Company under this section during their construction and shall supply the Executive with such information as they may reasonably require with regard to such works or the method of construction thereof:
- (11) If any alterations or additions, either permanent or temporary to canal property are necessary in consequence of the construction of the specified works, such alterations and additions may be effected by the Canal Company after not less than 28 days' notice has been given to the Executive and the Executive shall pay to the Canal Company on demand the cost thereof as certified by the engineer including, in respect of permanent alterations and additions, a capitalised sum representing the increased or additional cost of maintaining, working and, when necessary, renewing any such alterations or additions:
- (12) The Executive shall repay to the Canal Company all costs, charges and expenses reasonably incurred by the Canal Company—
- (a) in constructing any part of the specified works on behalf of the Executive as provided by paragraph (5) above or in constructing any protective works under the provisions of paragraph (6) above including, in respect of any permanent protective works, a capitalised sum representing the cost of maintaining and renewing those works;
  - (b) in respect of the employment of any inspectors, watchmen and other persons whom it is reasonably necessary to appoint for inspecting, watching and lighting canal property and for preventing as far as may be all interference, obstruction, danger or accident arising from the construction, maintenance, renewal, repair or failure of the specified works;
  - (c) in respect of any special navigation or traffic procedures resulting from any restrictions which are necessary as a result of the construction, maintenance, renewal, repair or failure of the specified works and which may in the opinion of the engineer be required to be imposed or from the suspension of navigation or traffic which may be necessary for the same reason;
  - (d) in respect of any additional temporary lighting of canal property in the vicinity of the specified works being lighting made reasonably necessary as a result of the specified works or the failure thereof;
  - (e) in respect of the approval by the engineer of plans submitted by the Executive and the supervision by him of the specified works:
- (13) If at any time after the completion of the specified works, not being works vested in the Canal Company, the Canal Company give notice to the Executive informing them that the state of repair of the specified works appears to be such as prejudicially to

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affect canal property, the Executive shall, on receipt of such notice, take such steps as may be reasonably necessary to put the specified works in such state of repair as not prejudicially to affect canal property and, if and whenever the Executive fail to do so, the Canal Company may make and do in and upon the land of the Canal Company or of the Executive all such works and things as are requisite to put the specified works in such state of repair as aforesaid and the cost, expenses and losses incurred by the Canal Company in so doing shall be repaid to them by the Executive:

- (14) All temporary structures, erections, works, apparatus and appliances erected or placed by the Executive under the powers of this Act upon, over or under any canal property of the Canal Company shall, as soon as reasonably practicable, be removed by the Executive at times to be agreed with, and to the reasonable satisfaction of the engineer and in such a way as to cause as little damage to or interference with canal property and as little interference with, or delay or interruption to, the traffic on the canals, railways, roads, bridges, culverts or land of the Canal Company as may be; and if any damage to or interference with canal property or such interference, delay or interruption to such traffic is caused by any such failure to remove any such temporary structures, erections, works, apparatus or appliances, the Executive shall forthwith make good such damage and pay to the Canal Company the costs and expenses to which they may be put and compensation for any loss which they may sustain by reason of such damage, interference, delay or interruption:
- (15) If it is necessary for the protection and safety of canal property for the Canal Company to purchase any minerals for the support of such property or to pay compensation for any minerals to be left unworked for the support thereof and the specified works also derive support from such minerals, the Executive shall repay to the Canal Company a proportion of the amount paid by the Canal Company for or in respect of such minerals and the costs and expenses incurred by the Canal Company in relation to any such purchase or payment of compensation:
- (16) Before providing any illumination or illuminated traffic sign on or in connection with the specified works or in the vicinity of any canals, railways, roads, bridges, culverts or lands of the Canal Company, the Executive shall consult with the Canal Company and comply with their reasonable requirements in regard thereto with a view to ensuring that such illumination or illuminated sign could not be confused with any other light used for controlling, directing or securing the safety of traffic on the canals, railways, roads, bridges, culverts or lands:
- (17) Any additional expense which the Canal Company may reasonably incur after giving 56 days' notice to the Executive in widening, altering, reconstructing or maintaining canals, railways, roads, bridges, culverts, pipelines, land or canal property under any powers existing at the passing of this Act by reason of the existence of the specified works shall be repaid by the Executive to the Canal Company:
- (18) The Executive shall be responsible for and make good to the Canal Company all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to or reasonably incurred by the Canal Company—
  - (a) by reason of the specified works or the failure thereof; or
  - (b) by reason of any act or omission of the Executive or of any persons in their employ or of their contractors or others whilst engaged upon the specified works;

and the Executive shall effectively indemnify and hold harmless the Canal Company from and against all charges, claims, demands, expenses and liabilities arising out of or in connection with the specified works or any such failure, act or omission as

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aforesaid and the fact that any act or thing may have been done by the Canal Company on behalf of the Executive or in accordance with plans approved by the engineer or in accordance with any requirement of the engineer or under his supervision shall not (if it was done without negligence on the part of the Canal Company or of any person in their employ or of their contractors or agents) excuse the Executive from any liability under the provisions of this section:

Provided that the Canal Company shall give to the Executive reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Executive:

- (19) Any difference arising between the Executive and the Canal Company under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration in the manner provided by section 47 of the Greater Manchester (Light Rapid Transit System) Act 1988.

## **19 For protection of Trafford Park Development Corporation**

For the protection of the Trafford Park Development Corporation (in this section referred to as “the corporation”) the following provisions shall, unless otherwise agreed in writing between the Executive and the corporation, have effect:—

- (1) The Executive shall not under the powers of this Act acquire any land in the ownership of the corporation or in respect of which the corporation has resolved to make a compulsory purchase order without the consent of the corporation:
- (2) If the cost to the corporation of carrying out any works on land within or adjacent to the Trafford Park Urban Development Area pursuant to its statutory powers is increased by reason of the existence of the authorised works, any such additional expense reasonably so incurred by the corporation shall, after the corporation has given 56 days' written notice thereof to the Executive, be repayable by the Executive to the corporation:
- (3) Any difference arising between the Executive and the corporation under this section (other than a difference as to the meaning or construction of this section) shall be referred to and settled by arbitration in the manner provided by section 47 of the Greater Manchester (Light Rapid Transit System) Act 1988.

## **20 For protection of Post Office and Post Office Counters Limited**

- (1) In this section—

“the protected parties” means the Post Office and Post Office Counters Limited;

“the post office” means the Trafford post office situated at the intersection of Third Avenue and Sixth Street in the borough of Trafford:

- (2) Notwithstanding anything contained or incorporated in this Act the Executive shall not do or permit the doing of anything which may at any time prevent the passage of vehicles to or from the post office:
- (3) Without prejudice to the generality of paragraph (2) above, the Executive shall not exercise the powers of section 5 (1) (a) of this Act to stop up and discontinue part of Third Avenue or the powers of section 23 of the Greater Manchester (Light Rapid Transit System) Act 1988 (as incorporated in this Act) for the temporary stoppage of



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streets, or any other powers available to the Executive, so as to obstruct the passage of vehicles to or from the post office until adequate alternative means of access for vehicles to the post office (including if necessary a new service road to the west of Sixth Street) have been provided to the satisfaction of and without cost to the protected parties:

- (4) The Executive shall not stop up Third Avenue in such a way as to prevent the use by vehicles of the entrance to the post office in Third Avenue until they have provided in Sixth Street at their own expense and to the satisfaction of the protected parties a temporary alternative vehicular entrance (if the stopping up of Third Avenue is intended to be temporary) or, as the case may be, a permanent alternative vehicular entrance (if such stopping up is intended to be permanent):
- (5) Any difference arising between the Executive and the protected parties under this section (other than a difference as to the meaning or construction of this section), shall be referred to and settled by arbitration in the manner provided by section 47 of the Greater Manchester (Light Rapid Transit System) Act 1988.

## PART V

### MISCELLANEOUS

#### **21 Saving for town and country planning**

In their application to development authorised by Part II (Further extension of light rapid transit system) of this Act, Article 3 of, and Class A in Part 11 of Schedule 2 to, the Town and Country Planning General Development Order 1988 shall have effect as if the authority to develop given by this Act in respect of the authorised works were limited to such development begun within 10 years after the passing of this Act.